

Office of the Mayor

Agenda for Monday, August 16, 2021 regular meeting of the Prairie Grove City Council in the Prairie Grove District Court room at 6:30pm.

1. Call to order
2. Roll call
3. Resignation discussion
4. Public Comment Period – Casey Copeland concerning basketball goals on street right of ways
5. Approval of the minutes for the July 19, 2021 regular meeting of the Prairie Grove City Council. Minutes for the July 21, 2021 special meeting will be sent out next month.
6. Treasurer's Report
7. Reports of Committees
  - a) Sanitation – Doug Bartholomew
  - b) Street – Rick Clayton
  - c) Water/Sewer – Doug Stumbaugh
  - d) Court – Rick Ault
  - e) Fire – Doug Bartholomew
  - f) Parks and Rec – Rick Ault
  - g) Police – Sonny Hudson
  - h) Long Range Planning – Brea Gragg
  - i) Senior Citizens – Ray Carson
  - j) Library – Tony Cunningham

\*The City reserves the right to enter into executive session at any time

8. Unfinished Business
9. New Business
  - a) Ordinance to waive competitive bidding on the lift station rehab
  - b) Ordinance outlining "Professional Services"
  - c) Resolution approving contract with Absolute Roofing
  - d) Resolution approving contract with Sure Foundation Roofing
  - e) Resolution approving Police policy changes
10. Announcements
11. Adjournment

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL

July 19, 2021

1. The city council of Prairie Grove, Arkansas met in regular session on Monday, July 19, 2021 at 6:30 p.m. in the Prairie Grove District Court Room. The meeting was called to order by Mayor Sonny Hudson, presiding officer.
2. On roll call the following was recorded:
  - a. Present: Mayor Sonny Hudson, Alderman Doug Bartholomew, Ray Carson, Rick Clayton, Tony Cunningham, Marquita Smith and Doug Stumbaugh;
  - b. Absent: Rick Ault and Brea Gragg
  - c. Others present: Public Works Director Chuck Wiley, Steven Parker and Chief Chris Workman
3. Public Comment Period: Picket Ridge residents; Motion made by Cunningham, second by Clayton to work up numbers for cost of paving road. Ayes:6 Nays: None. Motion carried.
4. Approval of minutes. Motion made by Clayton second by Bartholomew to approve June 21, 2021 regular meeting. Motion made by Bartholomew, second by Cunningham to approve July 21, 2021 special meeting minutes. Ayes: 6 Nays: None. Motion carried.
5. The treasurer's report
6. Reports of Committees:
  - a. Sanitation
    1. New driver is taking the driving part of his CDL test tomorrow.
  - b. Street
    1. State has started re-paving Battlefield Park Rd.
    2. The cost of the Viney Grove and Bush intersection has increased by 35-40% since we originally priced it. Oelrich and Wiley will be going over the details and try to shave some expenses off.
  - c. Water/Sewer
    1. NNR
  - d. Court
    1. AC fixed; installed 2 mini split units.
  - e. Fire
    1. Busy as usual
  - f. Parks and Recreation
    1. Still working on park grants
    2. Still waiting on materials to complete the dog park at Muddy Fork Park
    3. New picnic tables and benches ordered for Mock Park and Muddy Fork Park


- g. Police
  - 1. Busy as usual
  - 2. Police dept participated in the state wide speeding campaign. 211 stops and 88 citations were written.
- h. Long Range Planning
  - 1. LSD – RV Park was tabled
- i. Senior Citizen
  - 1. NNR
- j. Library
  - 1. Summer reading program ending on Thursday
  - 2. Library has been very busy
- 7. Old Business
  - a. Curb and Gutter Ordinance. Motion made by Stumbaugh, second by Clayton to place the ordinance on third reading by title only. Ayes:6 Naves: None. Motion carried. Motion made by Stumbaugh, second by Clayton to pass the ordinance. Ayes: 6. Naves: None. Motion carried.
  - b. Ordinance to approve final plat for Wakefield Subdivision. Special meeting July 21, 2021.
  - c. Amend zoning ordinance concerning home based businesses. Motion made by Stumbaugh, second by Clayton to place the ordinance on first reading by title only. Ayes:6 Naves: None. Motion carried. Motion made by Stumbaugh, second by Clayton to waive the second and third reading and pass the ordinance. Ayes: 6. Naves: None. Motion carried.
- 8. New Business
  - a. Aquatic Park improvements discussions. Motion made by Cunningham, second by Bartholomew to start engineering for new projects. Ayes: 6. Naves: None. Motion carried.
  - b. Ordinance to approve preliminary plat for Wagnon Springs. Planning Commission asked for a connection to Pittman St. There is a requirement of 50 feet for a street and there isn't enough right of way for a street. Motion made by Stumbaugh, second by Bartholomew to place the ordinance on first reading by title only. Ayes:6 Naves: None. Motion carried. Motion made by Stumbaugh, second by Clayton to waive the second and third reading and adopt the ordinance. Ayes: 6 Naves: None. Motion carried.
  - c. Ordinance to approve final plat on Neal St for KSDA. Motion made by Stumbaugh, second by Carson to place the ordinance on first reading by title only. Ayes:6 Naves: None. Motion carried. Motion made by Stumbaugh, second by Bartholomew to waive the second and third reading and adopt the ordinance. Ayes: 6 Naves: None. Motion carried.
  - d. Approve opening new bank account for ARPA Funds. Motion made by Bartholomew, second by Clayton approve. Ayes: 6 Naves: None. Motion carried.
  - e. Resolution to purchase new police car. Motion made by Cunningham, second by Clayton to approve. Ayes: 6 Naves: None. Motion carried.
  - f. Resolution to approve adding Chuck Wiley to bank accounts. Motion made by Bartholomew, second by Clayton to approve. Ayes:6 Naves: None. Motion carried.

9. Announcements

10. There being no further business before the council, motion to adjourn was made at 7:48 pm by Cunningham, second by Stumbaugh to adjourn. Motion carried and the meeting adjourned. |

X 

Christine Kelly,  
City Clerk/Treasurer

X   
Sonny Hudson  
Mayor

ORDINANCE NO. 2021-26

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE  
REHABILITATION OF THE LIFT STATION ON HERITAGE PARKWAY**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE  
GROVE, ARKANSAS, THAT:**

Section One: Competitive Bidding Waived. Pursuant to A.C.A. § 14-58-303(b)(2)(B), the City Council hereby declares that competitive bidding in the rehabilitation of the lift station located along Heritage Parkway is neither feasible nor practical in that an emergency exists and the lift station needs to be rehabilitated and fixtures upgraded to accommodate the capacity increase and the new pumps.

Section Two: Purchase Authorized. The Mayor and Clerk are hereby authorized to contract with Jack Tyler Engineering, Little Rock, Arkansas for a price of \$58,988.05 for the rehabilitation and additional fixture upgrades in the lift station to accommodate the capacity increase and the new pumps.

Section Three: Effective Date. This Ordinance shall become effective 60 days following its posting, unless an emergency clause is appended.

Section Four: Repealing Clause. Ordinances or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed.

Section Five: Saving Clause. Nothing herein shall be deemed to affect any rights or obligations existing at the time of the passage of this ordinance.


Section Six: Severability Clause. In the event any portion of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Section Seven: Emergency Clause. The City Council finds that the City needs to move forward with the purchase of the lift station pumps to ensure the health and safety of the citizens, and for these reasons, an emergency exists and this Ordinance shall take effect immediately.

Approved this 16th day of August 2021.

\_\_\_\_\_  
Charles (Sonny) Hudson, Mayor

(Attest)

  
\_\_\_\_\_  
Christine Kelly, Clerk

ORDINANCE NO. 2021-27

**AN ORDINANCE TO AMEND THE LIST OF PROFESSIONAL SERVICES EXEMPT FROM COMPETITIVE BIDDING.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE GROVE, ARKANSAS, THAT:

Section One: Title. This Ordinance shall be known as the Professional Services Ordinance

Section Two: Authority. Arkansas Code Annotated Section 19-11-801 sets out a list of professional services that are exempt from competitive bidding. A.C.A. §19-11-801(c) authorizes a political subdivision to elect to not use competitive bidding on other professional services with a two-thirds vote of the governing body.

Section Three: Section 3.04.08 Amended. From and after the effective date of this Ordinance, Section 3.04.08 of the Prairie Grove Municipal Code is amended to read as follows:

3.04.08 Professional Services Pursuant to the authority granted by A.C.A. §19-11-801(c), the City Council of the City of Prairie Grove hereby lists the following professional services exempt from the requirements of competitive bidding:

- Legal services
- Financial advisory services
- Architectural services
- Engineering services
- Construction management services
- Land surveying services
- Appraisal services
- Land use planning services
- Economic development services

- Pooled risk management (insurance) services through the Arkansas Municipal League

Section Four: Effective Date. This Ordinance shall become effective from and after 60 days of its passage.

Section Five: Repealing Clause. Ordinances or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed.

Section Six: Saving Clause. Nothing herein shall be deemed to affect any rights or obligations existing at the time of the passage of this ordinance.

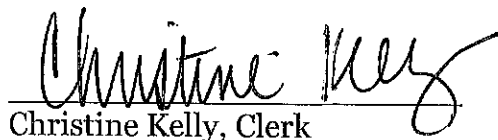
Section Seven: Severability Clause. In the event any portion of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Approved this 16th day of August 2021.

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Charles (Sonny) Hudson, Mayor

(Attest)

  
Christine Kelly, Clerk



**RESOLUTION NO. 2021-14**

**A RESOLUTION BY THE CITY TO ACCEPT A BID BY ABSOLUTE ROOFING & CONSTRUCTION, LLC FOR A ROOF FOR CITY HALL.**

**WHEREAS**, the City has advertised for proposals from appropriate contractors to bid on the replacement/repair of the roof at City Hall; and

**WHEREAS**, the best and lowest, responsible bid was submitted by Absolute Roofing & Construction, LLC for the following price:

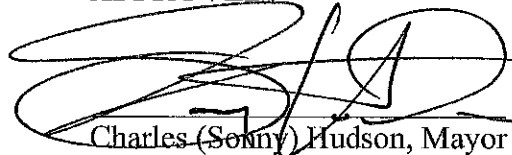
\$14,360 for removal of the existing shingle roof and installing a new shingle roof on City Hall

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRAIRIE GROVE THAT:**

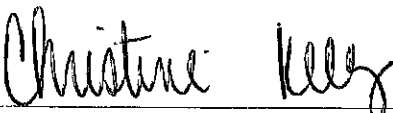
1. The Mayor and Clerk are hereby authorized to enter into a contract with Absolute Roofing & Construction, LLC for the installation of a new roof on City Hall as specified in the bid documents and as shown above.
2. The Mayor and Clerk are authorized to take any and all ministerial actions reasonably related to both enforcement and compliance with the terms of the contract.

**PASSED AND APPROVED** on this 16th day of August 2021.

**APPROVED:**

  
Charles (Sonny) Hudson, Mayor

**ATTEST:**

  
Christine Kelly, Clerk

RESOLUTION NO. 2021- 15

**A RESOLUTION BY THE CITY TO ACCEPT A BID BY SURE FOUNDATION CONSTRUCTION, LLC FOR ROOFS FOR THE FIRE STATION AND POLICE STATION.**

**WHEREAS**, the City has advertised for proposals from appropriate contractors to bid on the replacement/repair of the roofs for the main fire station and the police station; and

**WHEREAS**, the best and lowest, responsible bid was submitted by Sure Foundation Construction, LLC for the following prices:

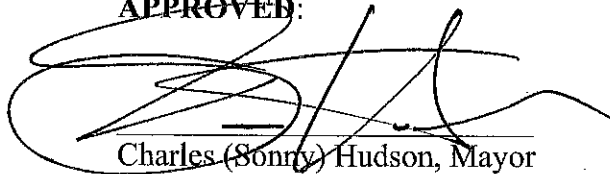
\$37,000 for the installation of a TPO roof over the existing roof at the main fire station  
\$30,200 for the installation of a TPO roof over the existing roof at the police station

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PRAIRIE GROVE THAT:**

1. The Mayor and Clerk are hereby authorized to enter into a contract with Sure Foundation Construction, LLC for the installation of TPO roofs as specified in the bid documents and as shown above.
2. The Mayor and Clerk are authorized to take any and all ministerial actions reasonably related to both enforcement and compliance with the terms of the contract.

**PASSED AND APPROVED** on this 16th day of August 2021.

**APPROVED:**

  
Charles (Sonny) Hudson, Mayor

**ATTEST:**

  
Christine Kelly, Clerk

**RESOLUTION NO. 2021-11**

**A RESOLUTION BY THE CITY TO APPROVE CHANGES TO THE POLICE  
DEPARTMENT POLICY MANUAL**

**WHEREAS**, the Police Chief is charged with developing a policy and procedure manual to be used by officers employed with the police department; and

**WHEREAS**, the Police Chief has developed such a policy and procedures manual; and

**WHEREAS**, the Police Chief has revised Policy 03-001 regarding accrual of annual leave and meal benefits when traveling; and

**WHEREAS**, the Police Chief has developed a new Policy 21-001 regarding a Duty to Intervene when an officer observes another officer violating police policy; and

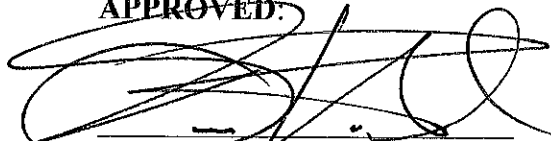
**WHEREAS**, it is the responsibility of the City Council to be the body to approve all policy decisions on the behalf of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF PRAIRIE GROVE, ARKANSAS:**

That the City Council hereby approves the police department policy and procedures manual as it exists this 16th day of August 2021.

**PASSED AND APPROVED** on this 16th day of August 2021.

**APPROVED:**

  
Charles (Sonny) Hudson, Mayor

**ATTEST:**

  
Christine Kelly, Clerk

## Benefits & Personnel Policy

### (OLD Policy)

6 Years -	17 working days	(A working day is 8 hours. Employees working 10 hour days will be charged for 10 hours of vacation time when they use a vacation day)
8 Years -	18 working days	
10 Years -	19 working days	
13 Years -	20 working days	

### (Updated Policy)

6 Years -	17 working days	(A working day is 8 hours. Employees working 10 hour days will be charged for 10 hours of vacation time when they use a vacation day)
8 Years -	19 working days	
10 Years -	20 working days	
12 Years -	22 working days	
15 years	23 working days	
20 years	25 working days	

The updated policy adds in a 5<sup>th</sup> week to total vacation. Currently Our neighboring city Farmington has 5 weeks at 20 years of service, Lincoln Police Chief sent me info that they get 4 weeks and 4 days after 7 years but did not specify how they get to the total from year one. Most all other smaller agencies earn the 4<sup>th</sup> week at year 7-10 years of service. Both Springdale and Fayetteville achieve up to 5 weeks after 20 years of service as well. This change will keep us more competitive with benefits of surrounding agencies and help us maintain long term employees.

### Meal cost for travel and training (Updated Policy)

Policy change is from \$39.00 a day for meals to \$50.00 a day. This change mirrors the recent change that was made for city personnel.

## **Failure to Intervene Policy (New Policy)**

This policy is brand new (from Arkansas Association of Police of Chiefs and endorsed by the Municipal League). Policy puts in place that officers must act if they see a fellow officer using too much force or other activity not acceptable against anyone.

<b>0POLICY NAME:</b> Employee Benefits & Personnel Policy	
<b>POLICY NUMBER:</b> 03-001	
<b>EFFECTIVE DATE:</b> 05-31-02	<b>REVISED DATE:</b> 08/16/2021

**Purpose:**

To establish uniform procedure for benefits and personnel policies for the department.

**Policy:**

**1. Vacation Leave:**

A. All employees who have five (5) years service or less and have worked for the police department for one (1) year shall be entitled to fifteen (15) days of paid vacation. Vacation cannot be accumulated from year to year except by order of the Chief of Police.

B. All employees with more than five (5) years of service shall be entitled to the following vacation:

6 Years -	17 working days	(A working day is 8 hours. Employees working 10 hour days will be charged for 10 hours of vacation time when they use a vacation day)
8 Years -	19 working days	
10 Years -	20 working days	
12 Years -	22 working days	
15 years	23 working days	
20 years	25 working days	

C. All new employees will accumulate 1 ¼ days of vacation per month.

D. Paid part time employees working a minimum of 20 hour a week will receive 4 paid vacation hours per month. Paid part time employees working a minimum of 30 hours a week will receive 6 paid vacation hours per month. No part time officer will be allowed to work more than 39 hours per week.

E. All vacation time will be assigned at the discretion of the Chief of Police. Employees should turn in a vacation request form at least four (4) weeks prior to the time they wish to take vacation. Requests turned in after that time will be granted at the discretion of the Chief of Police. In the event that vacation time is unused up to five days per year can be taken as pay at the employee's regular hourly rate.

**2. Holiday Leave:**

All employees of the Prairie Grove Police Department shall be entitled to the following Holidays:

New Years Day – January  
Martin Luther King Day - January  
Presidents Day – February  
Good Friday-April  
Memorial Day – May

Independence Day – July  
Labor Day – September  
Veterans Day-November  
Thanksgiving Day – November  
Day after Thanksgiving – November  
Christmas Eve – December  
Christmas Day – December  
Employee's Birthday

All full time members of the Police Department will be paid for the above holidays in accordance with Arkansas Code 14-52-105. Officer's pay will be in addition to their regular pay and will be paid in a lump sum annually at the end of the first pay period in December. The City Council approved that the Police Clerk be paid for Holidays in the same manner. Employees will not receive a day off for the Holiday.

A. Part time employees working a minimum of 20 hours per week will be paid  $\frac{1}{2}$  of the full time employee Holiday time (6.5 days) in addition to their regular pay and will be paid in a lump sum annually at the end of the first pay period in December.

### **3. Sick Leave:**

- A. From and after April 11, 1969, all law enforcement officers shall accumulate sick leave at the rate of twenty (20) working days per year beginning one (1) year after the date of employment. Civilian employees will accumulate sick leave at a rate of ten (10) working days a year. A working day is considered eight (8) hours.
- B. If unused, sick leave shall accumulate to a maximum of seventy-five (75) days.
- C. Time off may be charged against accumulated sick leave only for such days that an officer is scheduled to work.
- D. If, at the end of his term of service, upon retirement or death whichever occurs first, any police officer that has unused accumulated sick leave, he shall be paid for this sick leave at the regular rate of pay in effect at the time of retirement or death. Payment for unused sick leave in the case of a police officer, upon retirement or death, shall not exceed sixty (60) days salary.
- E. An employee shall receive no sick days until he has been employed one year (1).
- F. It shall be the responsibility of employees who cannot report for duty due to illness or injury to notify their supervisor at least one hour prior to their reporting time. Employees must give a telephone number and address where they can be located during their normal tour of duty. A supervisor may require an employee to provide a doctor's statement.
- G. Sick leave can be used when the employee is needed to care for a member of his immediate family who is sick. The term immediate family shall mean spouse, children, parents, or any family member who is residing in the employee's home.

### **4. Injury Leave:**

Any employee of the department who is injured on duty and reports the injury as required by Workers Compensation may be placed on injury leave. An employee will be placed on injury leave on the first day they are unable to report for duty due to injury. The injury must have been reported and a medical doctor must order the employee not to return to work. Employees who are off work due to a duty related injury will have the

difference between their regular salary and Workers Compensation made up by the city. An employee receiving salary continuation can not take any other form of leave. Injury time and salary continuation will be for a period of three months. At that time the Chief of Police will determine if the employee will continue on injury leave or not. Employees will not be allowed more than one year of injury leave. Once an employee has used all injury time allowed, they may take sick time or vacation time. An employee who is unable to return to work after using all available leave time can be terminated.

**5. Military Leave:**

- A. An employee who is a member of an Armed Forces Reserve Organization or the National Guard shall be granted up to fifteen (15) work days of military leave for required military training in a calendar year. Military Leave not used in one year can be carried into the next year, up to a total of thirty (30) days. An employee called to duty in an emergency situation by the Governor or by the President shall be granted leave with pay not to exceed thirty (30) working days. After that leave without pay will be granted.
- B. Reasonable advance notice of impending military leave should be provided by the employee.
- C. Military leave is to be coded on the employee's time sheet with the letters "ML" in the regular hours column.
- D. If the employee has no Military Leave left and wants to use vacation days or compensatory time to attend training the city will pay the employee for the time. If the employee does not wish to use accrued time for training, the city will give the employee the time off without pay.

**6. Emergency Leave of Absence**

Emergency leaves of absence shall be allowed for family death or medical emergency. Emergency leaves of up to three days with pay are allowable for the serious hospitalization of immediate family members but will be subtracted from an employee's cumulative sick leave. Emergency leaves of up to three days with pay are allowable for the death of an immediate family member. The term immediate family shall be understood to mean the spouse, children, parents, grandparents, siblings, in-laws or spouses grandparents.

**7. Leaves of Absence Without Pay**

Reasonable leaves of absence for necessary personal business, personal matters, and other sound reasons may be granted an employee by his supervisor or the Chief of Police. It is understood that these leaves are without pay, without loss of seniority and in excess of allowable sick or vacation privileges. In no case will a leave of absence be over thirty (30) days unless dealing with a personal illness that is in excess of accumulative sick leave.

**8. Jury Duty**

Pay for jury duty shall comply with A.C.A 25-1-104. Jury duty will be compensated with regular pay; however employees are required during regular work hours to report to work during all reasonable times or days when the jury duty is not in session. Employee's regular work hours will be changed to meet the demands of jury duty.

Employees are required to show a jury duty summons to their supervisor as soon as possible upon receiving it.



#### **9. Retirement Benefits**

Civilian employees and half-time employees working at least eighty (80) hours per month will be enrolled in the Arkansas Public Employees Retirement System. Sworn employees will be enrolled in the Arkansas Local Police & Fire Retirement System (LOPFI). The city will make contributions based on gross payroll requirements of its employees. The employee will have deducted from their pay whatever contribution is required by the system.

#### **10. Medical Insurance / Hospitalization Plan**

On the first day of a new month, following the first full month after the date of employment insurance benefits will be provided for new regular employees. Elective coverage will be available at the employee's expense for family members at the employee's request. Family coverage is only available during certain periods of the year and should be coordinated with the City's Insurance Clerk.

The employee who elects to have his dependants covered shall pay all costs associated with the additional premium for the coverage of those dependants. All insurance provisions are at the discretion of the Municipal Health Benefit Fund. From time to time the City acknowledges the right to compare and consider alternative carriers.

#### **11. Physical Fitness**

Employees are required to maintain a physical condition acceptable to perform the duties and tasks within the description of their job.

#### **12. Drug Free Workplace**

The Prairie Grove Police Department will not tolerate the use, possession, distribution of alcohol or illegal drugs while on the premises or on duty unless in the course of work. The use of legal prescription drugs is permitted but only if it does not impair or jeopardize an employee's ability to perform his or her duties, essential functions, or actions which may endanger the employee, their co-workers, or the public. Employees will be subject to random drug testing per policy 03-006.

#### **13. Hours of Work**

An employee's work schedule will be determined by his / her supervisor or department head and may be altered from time to time. A standard work week will consist of 40 hours. A work week begins on Saturday at 7:00 am and concludes on the following Saturday at 7:00 am for the purpose of determining the 40 hour work week.

Employees will be allowed (1) one hour for lunch during a (9) nine-hour shift and (2) two (15) fifteen-minute breaks. Employees on an (8) eight-hour or ten-hour shift, where they are being paid for all hours worked, are allowed (30) thirty minutes for a meal break and (1) one (15) fifteen minute break. Officers who are on breaks are still considered on duty and are subject to call. If officers do not get these breaks they will not receive overtime pay. Employees who work a (9) nine-hour shift and are not being paid for their lunch hour will be compensated if they must work through their break. During the working shift, officers are not to go to any private residence or business or other location and remain there for extended periods of time, unless it is work related or for a meal break. Officers who live outside the

city limits have to take their breaks in town, unless approved by the Chief of Police. No officer shall remain outside the city limits visiting with other people while on a shift.

All employees are required to report for duty at the designated time and place to begin their shift. Tardiness will not be tolerated and can result in disciplinary action. Employees that will be tardy will contact a supervisor as soon as possible. If unable to report for duty at all, employees should notify a supervisor at least one (1) hour prior to their reporting time.

#### **14. Compensation**

The Fair Labor Standards Act (FLSA) sets minimum wage, overtime pay, equal pay, record keeping and child labor standards for Police Department employees who are covered by the Act and are not exempt from specific provisions. Effective April 15, 1986, FLSA became applicable to cities and towns.

FLSA requires cities too compensate covered employees for overtime hours worked by (1) scheduling equal time off for the employee within the same workweek or work period in which the overtime hours were worked; (2) crediting the employee with compensatory time at a rate of one and one-half (1 ½) hours for each overtime hour worked or; (3) paying the employee for the extra hours at one and one-half (1 ½) times the employee's regular hourly rate for each overtime hour worked.

A workweek under FLSA is defined as seven (7) consecutive twenty-four hour periods for all non-fire and non-police with overtime compensation due beginning with any time in excess of forty (40) hours.

For those employees engaged in law enforcement activities who have a work period of at least seven (7) but less than twenty-eight (28) consecutive days, no overtime compensation is required under section 7(k) until the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to twenty-eight (28).

#### ***Work Period Days***

#### ***Maximum Hours Standards Law Enforcement***

28	171
27	165
26	159
25	153
24	147
23	141
22	134
21	128
20	122
19	116
18	110
17	104
16	98
15	92
14	86

13	79
12	73
11	67
10	61
9	55
8	49
7	43

The Prairie Grove Police Department will compensate officers who exceed forty (40) hours in a seven (7) day work period.

15. Additional outside work such as the University of Arkansas sporting events, Walmart Shareholders event, STEP programs, and other security needs will be paid at the employees over time rate through the city unless other agreed upon payment methods have been arranged. This will be for both hourly and salary employees of the department.

#### **16. On-call or Stand-by Time**

On call time is not subject to pay unless the employee is required to significantly limit his mobility. However, officers who are on call for four (4) hours or more will receive one (1) hour of overtime pay or compensatory time whether or not they are called out. If an officer is called out they will receive an additional hour of overtime or compensatory time in addition to the one (1) hour already received. If the officer is called out for more than one (1) hour they will receive overtime pay or compensatory time for the time over one (1) hour. However, officers cannot be paid for more hours than the number of hours they were on call. This overtime pay will not apply to supervisory officers who are on call for supervisory purposes only. However, supervisors who respond to the scene of a call while off duty will receive a minimum of one (1) hour overtime pay or compensatory time.

#### **17. Standards of Conduct**

Employees of the police department are expected to maintain high standards of conduct in both their personal and professional lives. Any employee who becomes involved in a police incident while off duty will report such incident to a supervisor as soon as possible. Any employee who is arrested will contact a supervisor immediately. Any employee receiving a traffic citation will report such to his supervisor when he / she return to duty. Violations of the law can result in disciplinary action.

#### **18. Grievance**

Any grievance shall be first made in writing to the Lieutenant where it will be reviewed. The employee may then request further review by the Chief of Police or the Mayor if not satisfied with the initial decision of the Lieutenant. This request should be made in writing and given to the Lieutenant who will then forward it to the Chief of Police and/or the Mayor.

#### **19. Police Cell Phones**

Cell phones will be issued to officer's who wish to carry a department phone. These phones will be a normal part of your everyday equipment and will need to be maintained as such. Personal usage is allowed if it does not go over plan coverages or become excessive.

#### **20. Travel Policy & Training Expenses**

The Prairie Grove Police Department will reimburse employees for reasonable travel expenses incurred while on assignments, training, or business away from the normal work location. All travel must be approved in advance by the employee's supervisor. Costs of travel, when not using a City vehicle, lodging, and other expenses directly related to the assignment will be reimbursed by the Prairie Grove Police Department. Employees are expected to limit expenses to reasonable amounts. Expenses that may be reimbursed include, but are not limited to:

- Air fares for travel but only in economy, coach, or the cheapest available class.

- Car rental fees, but only for compact cars unless supervisor approved

- Taxi fees – Including tips

- Mileage for personal cars based on the approved rate of the City at the time of travel

- Gas reimbursement or any other necessary components the working condition of the vehicle, when using a Police Department vehicle

- Cost of standard accommodation in a mid-priced hotel or similar lodging unless approved by a supervisor

- Cost of meals, including tips. At no time shall meal costs exceed \$50.00 per day by a single employee.

- Charges for telephone calls, fax, or computer access as related to business related use.

- Any supplies or equipment necessary to the business or training at hand.

When a Police Department credit card is utilized, only expenses related to items listed above may be charged to the card. Any charges for unauthorized expenses will be reimbursed by the employee.

Employees are responsible for submitting all receipts whether purchase is cash, charge, or credit card during the period of travel.

Family members may travel on business but only as approved by the employee's supervisor and only at the employee's expense. No reimbursements will be allowed for the employee's family member while accompanying the employee on travel.

Employees experiencing car accidents, travel problems causing delays, or problems encountered with lodging or expenses, shall report the problems to the supervisor as soon as realistically possible. City business which is over 75 miles from Prairie Grove and requires an overnight stay will be reimbursable or charged on a city credit card. A multiple day meeting/training is eligible for overnight status regardless of distance upon approval of the department head.

## **21. Promotions**

Promotions shall be the discretion of the Chief of Police, but shall be confirmed by the City Council of the City of Prairie Grove.

## **22. Demotions**

Demotions may result from poor job performance or as the result of disciplinary actions.

Demotions can result in the reduction of salary, compensation and/or the loss of seniority.

## **23. Lay-Offs**

At times it may be necessary to lay off employees due to lack of work, funds or changes in staffing requirements. In the case of employees who perform like duties, the employee with

the least amount of seniority will be the first subjected to layoff. In the event a layoff is necessary, the employee will receive a minimum of a two week notice and may choose to take any earned vacation pay not already drawn.

**24. Separation from Employment**

Employees separating from employment with the Prairie Grove Police Department, either by termination, lay off, or by mutual agreement, shall be compensated for any unused vacation benefits or compensatory time that had previously been agreed to by the employee's supervisor. All equipment, uniforms, keys or possessions belonging to the Prairie Grove Police Department will be turned in to the employee's supervisor by the end of the employee's last work day and shall be certified by both parties. Final checks for worked time will be available by the closing of the next scheduled payday following the employee's last work day.

**25. Resignations**

Resignation is a voluntary act initiated by the employee to terminate employment with the Prairie Grove Police Department. Although advance notice is not mandatory, employees will not be entitled to any compensation for unused vacation or comp time unless a minimum of two weeks notice is given.

**26. Payment for Severance Benefits Following Separation of Employment**

Any unused vacation days, or other severance benefits that are deemed payable by this policy will be paid no later than 10 days after the employee's last day of service. The Prairie Grove Police Department has the right to deduct any reasonable cost incurred as a result of negligence, misconduct or malicious action by the employee prior to his separation from employment with the police department.

**27. Exit Conference and Return of Property**

Employees will report to the Chief of Police on the last day of their employment for an exit conference at which time all property belonging to the Prairie Grove Police Department will be returned. All ongoing matters affecting the operation of the department will be discussed and evaluated and any rights or benefits due the employee will be outlined by the employer.

**27. Nepotism Policy:**

It shall be the general policy that immediate family members will not be employed within the Police Department. Immediate family members shall be spouse, children, parents, grandparents, siblings, in-laws, or spouse's grandparents.

Approved By:

\_\_\_\_\_  
Chris Workman  
Chief of Police

08/16/2021

\_\_\_\_\_  
Date

<b>0POLICY NAME: DUTY TO INTERVENE</b>	
<b>POLICY NUMBER: 21-001</b>	
<b>EFFECTIVE DATE: 08/16/2021</b>	<b>REVISED DATE:</b>

- I. **PURPOSE:** It is the purpose of this policy to explain the obligation members have regarding their duty to intervene. This duty is embodied in the law enforcement officer's code of ethics. Department members shall have a clear understanding of this Department's expectations pertaining to conduct and activities while on and off-duty.

A law enforcement officer will intervene on behalf of a citizen whose constitutional rights are being violated in his or her presence by other officers.

Officers also have a duty to intervene when they observe or hear conduct by a fellow member of this department that is unethical, clearly violates the law, or violates department policy.

## II. DEFINITIONS:

**Intervene:** To come between, whether verbally or physically, so as to prevent or alter a result or course of events.

## III. DUTY TO INTERVENE:

- A. Officers will intervene if they witness a use of force that is clearly unreasonable. Any officer present and observing another officer using force that is clearly beyond that which is reasonable under the circumstances shall, when in a position to safely do so, intervene to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by policy shall promptly report these observations to a supervisor.
- B. Officers must recognize and act upon the duty to intervene to prevent or stop any member from conducting any act that is unethical, or that violates the law or a department directive. Intervention may be verbal and/or physical. Failure to intervene may subject an officer to disciplinary action.

#### **IV. POLICY: Required Action**

##### **A. Officer Responsibilities:**

1. Officers should take a preventive approach toward conduct that is a clear violation of departmental policy. When an officer observes behavior that suggests another officer is about to conduct illegal, unethical or inappropriate behavior, the officer should intervene verbally or physically, depending on the circumstances.
2. If verbal interventions are not sufficient to stop the act, the officer, when in a position to safely do so, should come between the offending officer and the other individual involved.
3. Notify a supervisor after conducting any type of intervention, when safe to do so.
4. When a physical intervention is performed, document the incident in writing (email or memo).

##### **B. Supervisor Responsibilities:**

1. Once learning of an incident involving an officer intervening with another officer, separate all officers involved in the incident.
2. Conduct a preliminary investigation to gather any pertinent information that would coincide with the reason for the intervention (e.g., witnesses, BWC footage, videos, area canvass, etc.).
3. Ensure all parties involved in the incident complete a report detailing the circumstances that led to the Intervention and what, if anything, occurred once the member intervened.
4. Determine whether the actions leading to the intervention constitute misconduct, unethical behavior, or potential criminal conduct. The supervisor will document his/her findings in a memo to the Chief, through the Chain of Command.

**C. Render Aid:** If any person is injured and requires medical attention, officers of this department will render aid in accordance with their training and request medical assistance when necessary.

**V. Protection:** The Prairie Grove Police Department is committed to protecting officers against retaliation who act on their duty to intervene to prevent or minimize misconduct by another department member.

**APPROVED**

Chris Workman  
Chief of Police



ORDINANCE NO. 2021-26

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE  
REHABILITATION OF THE LIFT STATION ON HERITAGE PARKWAY**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE  
GROVE, ARKANSAS, THAT:**

Section One: Competitive Bidding Waived. Pursuant to A.C.A. § 14-58-303(b)(2)(B), the City Council hereby declares that competitive bidding in the rehabilitation of the lift station located along Heritage Parkway is neither feasible nor practical in that an emergency exists and the lift station needs to be rehabilitated and fixtures upgraded to accommodate the capacity increase and the new pumps.

Section Two: Purchase Authorized. The Mayor and Clerk are hereby authorized to contract with Jack Tyler Engineering, Little Rock, Arkansas for a price of \$58,988.05 for the rehabilitation and additional fixture upgrades in the lift station to accommodate the capacity increase and the new pumps.

Section Three: Effective Date. This Ordinance shall become effective 60 days following its posting, unless an emergency clause is appended.

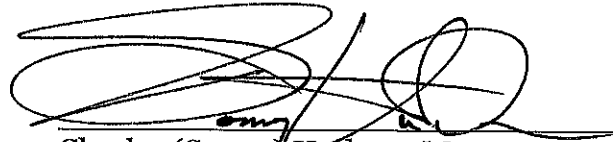
Section Four: Repealing Clause. Ordinances or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed.

Section Five: Saving Clause. Nothing herein shall be deemed to affect any rights or obligations existing at the time of the passage of this ordinance.

Section Six: Severability Clause. In the event any portion of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

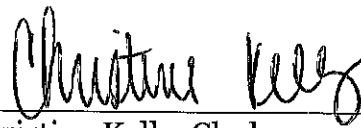
Section Seven: Emergency Clause. The City Council finds that the City needs to move forward with the purchase of the lift station pumps to ensure the health and safety of the citizens, and for these reasons, an emergency exists and this Ordinance shall take effect immediately.

Approved this 16th day of August 2021.



Charles (Sonny) Hudson, Mayor

(Attest)



Christine Kelly, Clerk

ORDINANCE NO. 2021-27

**AN ORDINANCE TO AMEND THE LIST OF PROFESSIONAL  
SERVICES EXEMPT FROM COMPETITIVE BIDDING.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE GROVE,  
ARKANSAS, THAT:

Section One: Title. This Ordinance shall be known as the Professional Services Ordinance

Section Two: Authority. Arkansas Code Annotated Section 19-11-801 sets out a list of professional services that are exempt from competitive bidding. A.C.A. §19-11-801(c) authorizes a political subdivision to elect to not use competitive bidding on other professional services with a two-thirds vote of the governing body.

Section Three: Section 3.04.08 Amended. From and after the effective date of this Ordinance, Section 3.04.08 of the Prairie Grove Municipal Code is amended to read as follows:

3.04.08 Professional Services Pursuant to the authority granted by A.C.A. §19-11-801(c), the City Council of the City of Prairie Grove hereby lists the following professional services exempt from the requirements of competitive bidding:

- Legal services
- Financial advisory services
- Architectural services
- Engineering services
- Construction management services
- Land surveying services
- Appraisal services
- Land use planning services
- Economic development services

- Pooled risk management (insurance) services through the Arkansas Municipal League

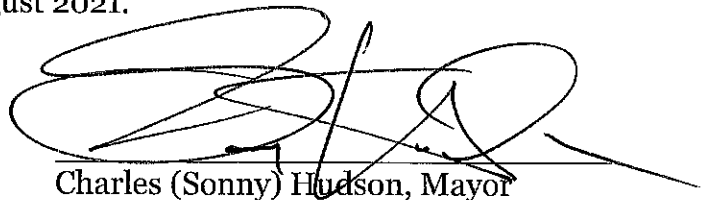
Section Four: Effective Date. This Ordinance shall become effective from and after 60 days of its passage.

Section Five: Repealing Clause. Ordinances or parts thereof in force at the time that this ordinance shall take effect that are in conflict herewith, are hereby repealed.

Section Six: Saving Clause. Nothing herein shall be deemed to affect any rights or obligations existing at the time of the passage of this ordinance.

Section Seven: Severability Clause. In the event any portion of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Approved this 16th day of August 2021.



Charles (Sonny) Hudson, Mayor

(Attest)



Christine Kelly, Clerk