

CITY OF SPRINGDALE
Committee Agendas
Monday, May 2nd, 2016
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Street & CIP Committee by Chairman Rick Evans:

1. **A Request** from the Springdale Airport Commission. Item presented by: Neil Johnson, Chairman of the Springdale Airport Commission.
2. **A Discussion** pertaining to Cambridge Street Easement Acquisition- Tract 17. Item presented by: Tammy and Robert Franco, property owners. (2-15)
3. **A Discussion** of a settlement of a condemnation lawsuit on the Don Tyson Widening Project (Carley to 40th Street) (Bakker/ Chase Property). Item presented by Ernest Cate, City Attorney. (16-27)
4. **A Discussion** of a settlement of a condemnation lawsuit on the Don Tyson Widening Project (Carley to 40th Street) (Dodson Property). Item presented by Ernest Cate, City Attorney. (28-32)

Ordinance Committee by Chairman Mike Overton:

5. **An Ordinance** amending Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency an emergency; and for other purposes. Item presented by: Sam Goade, Director of Public Works. (33-35)

Health, Sanitation & Property Maintenance Committee by Chairman Jim Reed:

6. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within The City of Springdale, Arkansas, to declare an emergency and for other purposes. Property owned by Robby Z. Riggins. Item presented by: Ernest Cate, City Attorney. (36-40)

Memo

To: CIP Committee
From: James Breakfield
Date: 4/28/16
Re: Cambridge Street Easement Acquisition – Tract 17

I have been working with Tammy and Robert Franco who own the corner lot on the north side of Arapaho Avenue. This property presents a unique challenge due to the amount of window opening facing Cambridge Street. They have been very accommodating during our negotiations but are quite concerned about impacts beyond what is addressed in the appraisal report. Due to the proposed roadway widening, all of the large shade trees present along their western property edge will be removed, essentially eliminating the shade to this side of the property. This drastically increased the glare within their living room and kitchen area directly opposite the large windows at their patio. Normally, we would look into options associated with new tree plantings but the utility easement encompasses a large majority of their yard and restricts tree plantings. Any trees planted close to the house will cause foundation problems over time. They recently replaced the HVAC unit with a specialty unit which relies heavily on the existing shade to operate efficiently.

After discussing their concerns, I recommended that they consult with their HVAC installer to determine the impacts to the new system. Following those discussions, it was recommended that they look into energy efficient windows to offset the increased greenhouse effect. They obtained a quote for the replacement of all windows along the western side of the house which has been included in this packet. Also included are several documents they came across during their research that attempts to quantify the benefits of shade relative to utility costs and energy efficiency.

The ultimate purpose in our acquisition policies and construction standards is to provide fair compensation for easements and impacts to property with the agreement to return things to their original conditions upon completion. As that cannot be achieved following removal of these trees, I feel their request for additional compensation is justified and ask that the committee consider approval of this request.

Tammy and Robert Franco

1706 Arapaho Avenue Springdale AR | 818 521 0404 | ltfranco51245@att.net

April 27, 2016

City of Springdale

To Whom It May Concern:

The City of Springdale is making improvements on the streets of Arapaho and Cambridge, and we reside at the northern corner property of those two streets. We do not have any disagreement with the appraised value of the easements, yet we are extremely concerned about the impacts of removing the large trees that shade our house from the afternoon sun.

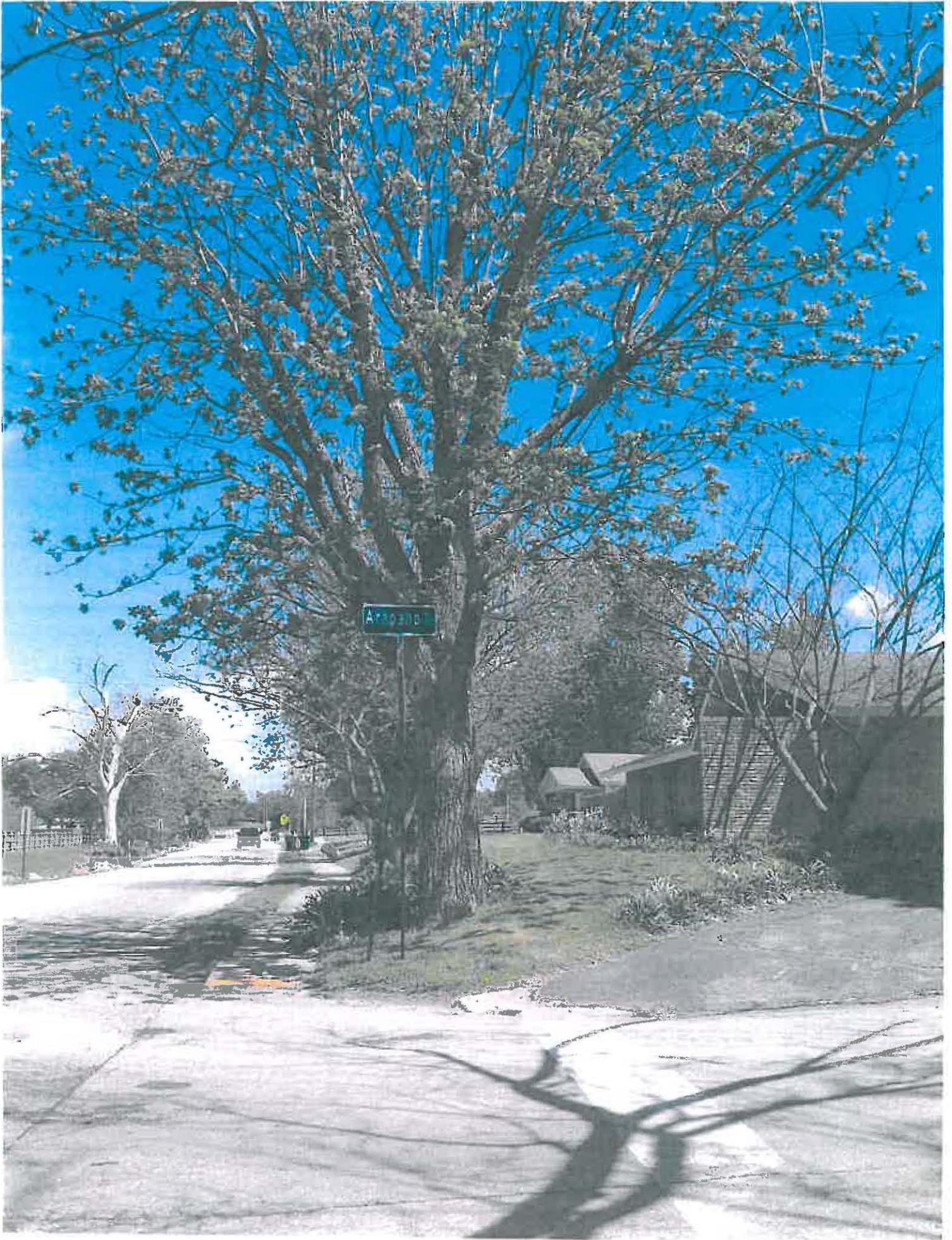
More specifically, our entrance way, side of the house, and windows for our bedrooms are all glass and they face west. The mature trees that will be cut down for the improvements block that side of the house from heat and wind. Furthermore, we installed a new HVAC unit less than a year ago at a cost of \$17,720.24. We decided to spend that much on the unit to make us more comfortable and lower out utility bills. Prior to installing the new unit, it was nearly impossible to reach a comfortable internal temperature in the evening. Our fear is that without the trees to block the heat in the summer, the living conditions will return to being unbearable as there is nothing to block the direct sunlight. Inevitably, this will also result in a drastic increase in our monthly utility cost.

To address these challenges, we met with our HVAC installer who recommended installing energy efficient windows. A quote from Window World is enclosed which estimated \$15,200 to replace all windows along this side of the house. This appears to be our only option as there is not sufficient space to replant trees due to the easement encroachment. The compensation offered by the City is \$20,100. Due to the conditions described above, we respectfully request that the compensation amount be increased by \$15,200 to offset our cost for returning our home to its original condition.

Sincerely,



Tammy and Robert Franco













WINDOW WORLD OF THE OZARKS, LLC

1408 Towson Ave.
 Fort Smith, AR 72901
 Phone: (479) 424-1330
 Fax: (479) 424 1331
 Toll Free 1-866-225-6760
 Email: wwrv@wwozarks.com

4377 N. Thompson
 Springdale, AR 72764
 Phone: (479) 725-2450
 Fax: (479) 725-2452
 Toll Free 1-888-800-7020
 Email: www.wa@wwozarks.com

Customer: Tony... Phone (h): _____
 Install Address: 1000... Phone (w): _____
 Bill Address: _____ Email: _____

Residence Rental Apartments Commercial

<h4 style="text-align: center;">WINDOW WORLD 4000 SERIES</h4> <p>Series 4000 DH All-Welded (Up to 4' x 6') (White) \$289</p> <table style="width:100%; border-collapse: collapse;"> <tr><td>1 Picture Window (White)</td><td style="text-align: right;">\$440</td></tr> <tr><td>2 Lite Slider (White)</td><td style="text-align: right;">\$440</td></tr> <tr><td>3 Lite Slider (White) (1/2, 1/2, 1/2) (1/4, 1/2, 1/4)</td><td style="text-align: right;">\$670</td></tr> <tr><td>Awning / Casement (White)</td><td style="text-align: right;">\$395</td></tr> <tr><td>2 Lite Casement (White)</td><td style="text-align: right;">\$790</td></tr> <tr><td>3 Lite Casement (White) (1/2, 1/2, 1/2) (1/4, 1/2, 1/4)</td><td style="text-align: right;">\$1185</td></tr> <tr><td>Garden Window (White)</td><td style="text-align: right;">\$2090</td></tr> <tr><td>I.G. 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Salesman _____ Date _____

White Copy - Original

Yellow Copy - File

Pink Copy - Customer

Fort Smith Window 4000 Series Contract 10-15

Customer: INCENT FINANCE Email: _____ Invoice #: _____
 Address: 1160 Knappton Ave Address (job location) _____ Date: _____
 City: Springfield State: Mo Zip: 65764 Install Date: _____
 Home Phone: 513-541-0400 Work Phone: _____ Cell Phone: _____

NEW SYSTEM						Size	Efficiency
	Platinum	Gold	Silver	Bronze			
<input checked="" type="checkbox"/> Air Conditioner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>5T</u>	<u>20</u>	
<input type="checkbox"/> Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>5T</u>	<u>20</u>	
<input type="checkbox"/> Heat Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/> Air Handler	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> Cooling Coil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>5T</u>	<u>20</u>	
<input type="checkbox"/> Package Unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

SYSTEM ENHANCEMENTS FOR INDOOR AIR QUALITY

<input type="checkbox"/> Duct Cleaning	<input type="checkbox"/> Duct Sanitizing	<input type="checkbox"/> Fresh Air Mixing System	<input type="checkbox"/> Zone Comfort System
<input type="checkbox"/> Steam Humidifier	<input type="checkbox"/> U.V. Light	<input type="checkbox"/> OxyQuantum LED	<input type="checkbox"/> LP Kit
<input type="checkbox"/> High Efficiency Electrostatic Filter	<input type="checkbox"/> DMH900	<input type="checkbox"/> Digital/Programmable Control	<input type="checkbox"/> Carbon Monoxide Detector

AIR DISTRIBUTION DUCTWORK

Reconnect to Existing Ducts Changes/Additions: _____
 Insulate Ducts for Energy Savings _____
 Balance Air Flow for Uniform Temperatures _____

cleaning has been done 12' duct (2) 18' duct (2)

INSTALLATION

<input checked="" type="checkbox"/> Condensate Drain	<input type="checkbox"/> Condensate Pump	<input checked="" type="checkbox"/> Ceiling Saver Kit w/Auto Cutoff	<input type="checkbox"/> Opti-sized insulated refrigerant lines <u>30'</u>
<input type="checkbox"/> Gas Piping	<input type="checkbox"/> Flue Piping	<input checked="" type="checkbox"/> Fully licensed and insured	<input type="checkbox"/> Weather-proof disconnect <u>1/2" x 1/2"</u>
<input type="checkbox"/> Architectural exterior refrigerant line enclosure	<input type="checkbox"/> All required permits	<input checked="" type="checkbox"/> All work performed in accordance with Codes	
<input checked="" type="checkbox"/> Removal of existing equipment from premises	<input type="checkbox"/> Vibration Isolation Shock Absorbers		
<input checked="" type="checkbox"/> Condenser Foundation Pad	<input checked="" type="checkbox"/> Refrigerant recovered & disposed of as required by Clean Air Act		
<input checked="" type="checkbox"/> Reconnect Existing Wiring	<input checked="" type="checkbox"/> Complete Clean-up, incl. vacuuming, drop cloths and floor saver booties		

SPECIAL CONCERNS

Is there possible Asbestos present? YES NO Has the customer been informed of their responsibility to remove it? YES NO
 See "Special Concerns Terms" on the reverse side of this page.

CUSTOMER QUALITY ASSURANCE GUARANTEES

Manufacturer Warranties (warranties below are provided if checked)

<input checked="" type="checkbox"/> Warranty on Air Conditioner Compressor <u>12</u> years	<input checked="" type="checkbox"/> 24 hours a day, 365 days per year emergency service included
<input type="checkbox"/> Warranty on Furnace Heat Exchanger <u>9</u> years	<input checked="" type="checkbox"/> No Lemons Guarantee
<input type="checkbox"/> Warranty on Furnace Parts <u>12</u> years	<input checked="" type="checkbox"/> "100%" Satisfaction Guarantee
<input type="checkbox"/> Warranty on Air Conditioner Parts <u>12</u> years	<input checked="" type="checkbox"/> Club Membership <u>1 yr Club</u>
<input type="checkbox"/> Warranty on Labor <u>12</u> years	

INVESTMENT AND TERMS

Check # 15728335710072 Amount \$ 200 Total Investment \$ 1600
 Card # 3458930026 Exp. Date: _____ Auth. #: _____ Other \$ _____
 Name on Credit Card: 36397 Amount Charged \$ 1600 Less Initial Investment \$ _____
 Cash: 0 Credit Card: 342 Financing: _____ Balance Due on Completion \$ 1770
 TERMS: Net due upon completion, subject to terms on reverse side.

Signature _____ Date 9/1/15
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____

Planting Trees For Energy Conservation: The Right Tree In The Right Place

Planting Trees For Energy Conservation: The Right Tree in the Right Place

by Michael Kuhns, Extension Forestry Specialist

View a [pdf version](#) of this document with graphics.

Homeowners go to great lengths to conserve energy in this era of tight budgets and environmental awareness. However, many do not realize that the simple act of planting a tree can result in energy savings. Planting the right tree in the right place is the key to saving energy with trees. The right tree in the right place provides wind protection, shade, and cool air, while adding beauty, privacy, and wildlife habitat to the landscape.

The right tree in the right place also means tree selection and placement to minimize conflicts with power lines and other obstructions. Many residential power outages are caused by trees interfering with power lines.

The Right Tree

Deciduous trees (trees that lose all of their leaves each fall) save energy in summer by shading houses, paved areas, and air conditioners. Small deciduous trees and shrubs, and especially those with low, dense branches, also can serve as effective wind barriers.

Large and small evergreen trees and shrubs save energy by slowing cold winds in the winter. They also provide shade, but since they often have branches near the ground, their shade is most effective when the sun is not directly overhead.

Both deciduous and evergreen trees save energy in summer by directly cooling the air. This cooling happens as water evaporates from the leaf surfaces, much as our skin is cooled when we perspire.

The Right Place....

....for Shade

Shade from trees reduces air conditioning needs and makes non-air conditioned homes more comfortable. Plant deciduous trees so they will shade east-facing walls and windows from 7 to 11 a.m. and west-facing surfaces from 3 to 7 p.m. during June, July, and August. Trees with mature heights of at least 25 feet should be planted 10 to 20 feet east and west of the house. Plant smaller deciduous or evergreen trees with lower limbs northwest and northeast of the building to provide late afternoon and early morning shade.

Trees planted to the southeast, south, or southwest will only shade a building in the summer if they extend out over the roof. In the winter, when maximum sun is desired, such trees will provide too much shade. Even deciduous trees that have dropped their leaves cast quite a bit of shade in the winter.

To avoid winter shading, locate trees no closer than 2-1/2 times their mature height to the south of a building. Trees planted to the southeast or southwest should be about four times their mature height from the building.

Trees should also be planted to shade paved areas. Light energy striking dark pavement like asphalt is absorbed, causing the air above to be heated. Light colored pavement absorbs less energy, but can reflect it toward a building. Tree leaves reduce heat and reflection as they absorb light energy and use it to evaporate water.

Air conditioners should also be shaded from mid-morning through evening. Prune branches to allow at least several feet clearance around the air conditioning equipment to encourage air flow. Shrubs should not be planted near the air conditioner or they will reduce air flow and cooling efficiency.

The Right Place....

....for Wind Protection

Trees can reduce energy use for heating by blocking cold winter winds. These winds enter homes through small openings and also carry heat away from the building's outer surfaces.

Effective windbreak trees have crowns that extend to the ground and branches that keep their foliage in winter (evergreens). Junipers, spruces, firs, Douglas-fir, and evergreen shrubs are good choices for wind protection.

Trees for winter wind protection should be planted upwind of the area to be protected. This will often mean planting on the west, northwest, and north sides of a building. However, local conditions like mountain ranges may cause prevailing winter winds to be from other directions.

Windbreak trees can be planted in straight or curved rows or in linear groupings. They should be close enough together so their crown edges meet within a few years without overcrowding. Small or narrow-crowned trees can be as close as six to eight feet while larger trees can be as far as fifteen feet apart. Shrubs can be planted as close as two to four feet apart. Windbreaks can consist of one or two dense rows or several less-dense rows. Wind protection extends downwind ten to twenty times the windbreak height, so the trees need not be planted close to dwellings to be effective. Keep in mind that snow drifting will be the worst at two to three times the windbreak height downwind.

Planting Precautions

Avoid creating future problems when planting trees. Remember that a four foot tall, two foot wide tree might end up being 60 feet tall and 30 feet across. Learn the mature size and crown characteristics of any tree you buy and plant accordingly.

Plant trees far enough away from sidewalks, driveways, and buildings so the crown has room to develop. Full-crowned trees that naturally keep their branches all the way to the ground should be planted at least one-half of their mature crown width from any obstruction. Trees that can readily be pruned as they grow, like most deciduous trees, can be planted closer and allowed to overhang low obstructions.

Consider power line location when planting a tree. Trees that grow into power lines cause electrical outages and increased line maintenance costs. They also can end up in poor health because of the severe pruning that is sometimes necessary.

Wildfire hazard should also be considered when planning your landscape. In areas where grass, brush, or forest fires are likely, planting trees and shrubs near your home may not be appropriate. Contact your local fire department for more information on landscaping in fire-prone areas.

For Assistance....

For additional information on tree selection, planting, and care contact your County Extension office or local nursery. For more information about trees and power lines contact Utah Power or your local power provider.

If you are planning to plant trees in an area with buried power lines or other buried utilities, call Blue Stakes at 1-800-662-4111 (532-5000 in the Salt Lake City dialing area) to have these utilities located and marked.

Tree Planting for Lower Power Bills

articles.extension.org



Whether it is winter or summer, trees can help you save energy at home.

Shade for Savings

Did you know that only 17% shade over your house during the day translates to a savings of 10 dollars a month on your power bill? Additionally, increasing that same shade to 50% will decrease your power bill by an additional \$20 per month. For those without trees, it takes time to plant a tree and generate this shade. However one study estimates that within 5 years of planting you can realize a 3% energy savings and by 15 years that savings can increase to 12%. So whether you have shade or are looking to generate some tree shade, read-on to learn the key to success: Put the right tree in the right place.

The Cooling Effect of Trees:

Trees naturally cool the environment. Through the process of transpiration, similar to that of evaporation, trees lose water vapor from their leaves. This allows not only for minerals and water to move throughout the tree, but also has a cooling effect on trees and their surrounding environment. It is similar to our process of perspiring and how it cools our skin.

One study estimated that the net cooling effect of a young healthy tree would be equivalent to 10 room-size air conditioners running for 20 hours a day. By contrast concrete, asphalt and other impervious surfaces in the urban environment absorb heat, causing for this heat to build up and dissipate even well after dark. As a result cities tend to be several degrees warmer than the surrounding countryside. This is referred to as the Heat Island Effect. However, there is hope for the urban environment by introducing trees and putting them to work. Urban trees can not only mitigate higher urban temperatures but reduce cooling and even winter heating bills.

Planting Trees for Summer Shade:

Radiant energy from the sun heats home surfaces such as walls, roofs and windows forcing air conditioners to work harder. This drives energy consumption and power bills up. While good insulation will help mitigate this problem, shade from surrounding trees can further conserve energy, especially for older homes with outdated or limited insulation.

Selecting deciduous trees, or trees that lose their leaves during winter, is ideal for energy conservation. These trees will provide shade during hot summers and only minimal shade during cold winter months when the sun's heat is desirable. The key to maximizing energy conservation is carefully placing trees to provide shade to the home from morning and afternoon sun.

To protect from morning and afternoon sun plant trees to shade east and west facing walls and windows. For both east and west plantings select a combination of small and large trees. Small trees will provide shade during early morning and late afternoon when the sun's angle is low on the horizon. By contrast the larger trees with a mature height of 25 feet or more will provide coverage in both late morning and early afternoon when the sun is higher in the sky.

Trees should also be located on the south and southwest sides of the house to provide summertime roof shading. These trees should have high spreading crowns capable of shading the roof. Avoid smaller trees or trees with excessive lower branches in this location as it will cause excessive shade during winter months, even if deciduous.

Planting trees to shade the air conditioner unit can also conserve energy. Trees and their branches should be at least several feet away from the units to allow for easy airflow. Restricting this flow will reduce the efficiency of the unit.

To avoid conflicts and damage to your home plant larger trees at least half of their mature width from the base of your home. For example, if a tree's estimated mature width is 40 feet, plant it at least 20 feet away from your home. Closer to the home smaller trees and shrubs that will cause less conflicts can be planted to shade the home until larger trees mature and begin providing shade.

Planting for Winter Energy Conservation:

Blocking cold winds is the biggest contribution trees can make towards energy conservation in winter. Winter winds can force cold air into holes or cracks in walls or frequently opened doors. It is estimated that 11% of America's energy use goes into heating and cooling homes and 53% of that goes directly to heating.

A well-designed windbreak can reduce heating costs by 10% to 25%. Windbreaks work by reducing wind speed and divert air up and over homes. Breaks should be planted perpendicular to the prevailing winter winds, this likely means planting on the west, northwest and north sides of the home. However local conditions and weather patterns should be reviewed to select the best planting locations.

The greatest wind reduction occurs between 2 to 5 times the height of the windbreak downwind. This means if you expect your trees in the windbreak to achieve a height of 30 feet, it should be planted between 60 to 150 feet from the home they are sheltering. In smaller yards this may not be possible, however, the breaks will still be effective, just to a lesser degree.

For effective windbreaks, select trees that have crowns that extend to the ground and are evergreen (meaning they keep their leaves all winter). These trees should be planted relatively close together to ensure their crowns meet. This distance can range from 6 feet for smaller or narrow crowned trees to 15 feet for larger trees. Planting design can be in a straight line, curved or in groupings. If you live in areas with severe winds like hurricanes, groupings are advisable.

Selecting the Right Trees for Success:

Selecting trees that are disease and pest resistant is important to growing a long-term urban forest. This is especially important when planting windbreaks that might be composed of a single species.

Additionally, homeowners should strongly consider selecting wind tolerant species as these trees will be close to the home and their failure during storms could cause significant damage.

Avoid the temptation to plant fast growing trees as they are generally short lived, have weaker wood fiber making them more susceptible to wind, snow or ice damage. Trees should be planted in groupings when possible, as they are more wind tolerant than in individual plantings.

Remember to look up and avoid planting trees under or next to power lines. Utility conflicts will lead to power outages or trees being trimmed in unsightly ways by utility companies. Avoid planting trees too close to sidewalks or driveways. Over time roots may damage these structures leading to potential root conflicts. For most medium to large trees plant them at least 10 to 15 feet from these structures.

By: [Beau Brodbeck](#), Auburn University and [Sharon Jean-Philippe](#), University of Tennessee.

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LISLE | RUTLEDGE
ATTORNEYS

John Lisle (*of counsel*)
Donnie Rutledge
Stephen Lisle

1458 Plaza Place
P. O. Box 7977
Springdale, AR 72766-7977
P 479.750.4444
F 479.751.6792
www.lislerutledge.com

James K. Hatcher
Gino Franco
Mona J. Teague
Jason Boyeskie
Meghan M. Gallo

March 31, 2016

via email

Ernest Cate
Sarah Sparkman

Re: *Springdale v. Johnny L. Bakker, et al.*
Washington County Circuit 72CV2014-2116-4

Dear Ernest and Sarah:

Please accept this letter as our good-faith attempt to settle this case as required by the Court's mediation order. The following information is provided for settlement purposes.

The City has offered **\$16,100.00** in just compensation in this case. The landowners obtained an appraisal from Mark Risk of The Real Estate Consultants indicating that they are entitled to **\$39,265.00** in total compensation.

The appraisals have similar values for the land acquired. The City's appraisal supported \$1.02 per s/f and the landowners' appraisal was \$1.77 per s/f. The City's did not allocate any compensation for part of the ROW acquired, assuming it was already owned by prescription. There is no documentation in the land records to support this assumption. The City's report also failed to allocate any compensation for the driveway and fence that were destroyed and it did not provide any compensation for the temporary construction easement for the occupation of my clients' land for the nearly two years that this land was disturbed by construction. The attached pictures show the extent of the occupation of my clients' land that was not part of the formal acquisition of the property needed by the City.

The construction company's use of my clients' land beyond the construction limits was extensive. Their adjoining property was used for vehicle and material storage, waste collection, and it was graded to hold water off of the project. This occupation is still not completely finished. The damages caused by the contractor are the subject of a separate lawsuit. The City is responsible for the damages claimed in that case to the extent that the land use was needed to complete this project. The contractor is liable for the damages to the extent that the use of the

Ernest Cate and Sarah Sparkman
Re: City of Springdale v. Bakker, et al.
March 31, 2016
Page 2 of 2

adjoining land was not necessary for the completion of this project. Because the cases are intertwined, the Court has indicated that the two actions will be consolidated into one trial.

In the interest of settlement, my clients have authorized me to accept **\$30,000**. This would require an additional payment by the City in the amount of **\$13,900**. In exchange for the additional compensation, my clients will release the City of any further liability for damages related to this project, including the ongoing case against the contractor, and their claim for prejudgment interest.

We look forward to your response.

Sincerely,
LISLE RUTLEDGE, P.A.



Steve Lisle
Attorney at Law

encs.

cc: Clients

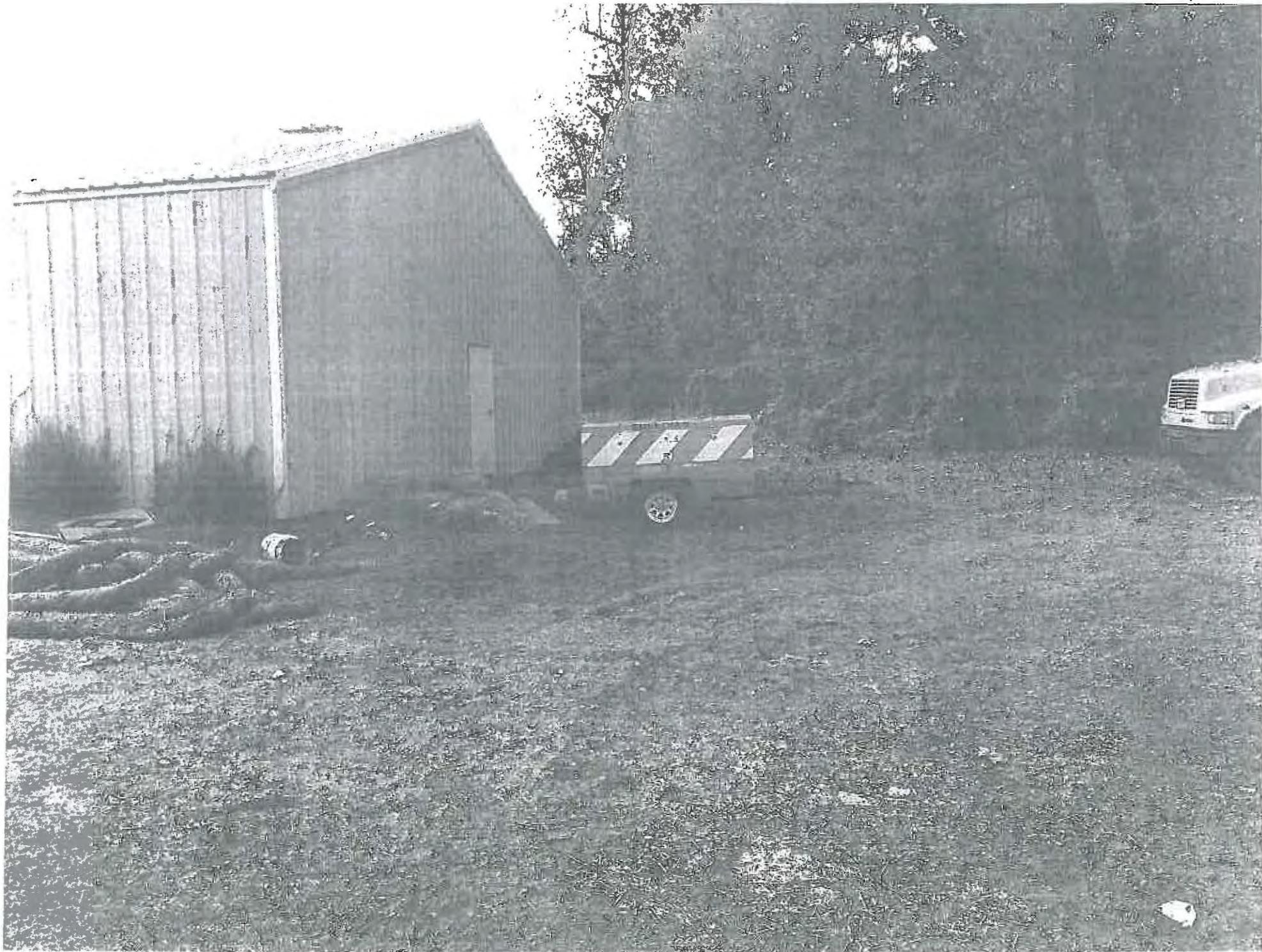


tabbles
EXHIBIT
1









TRULOVE

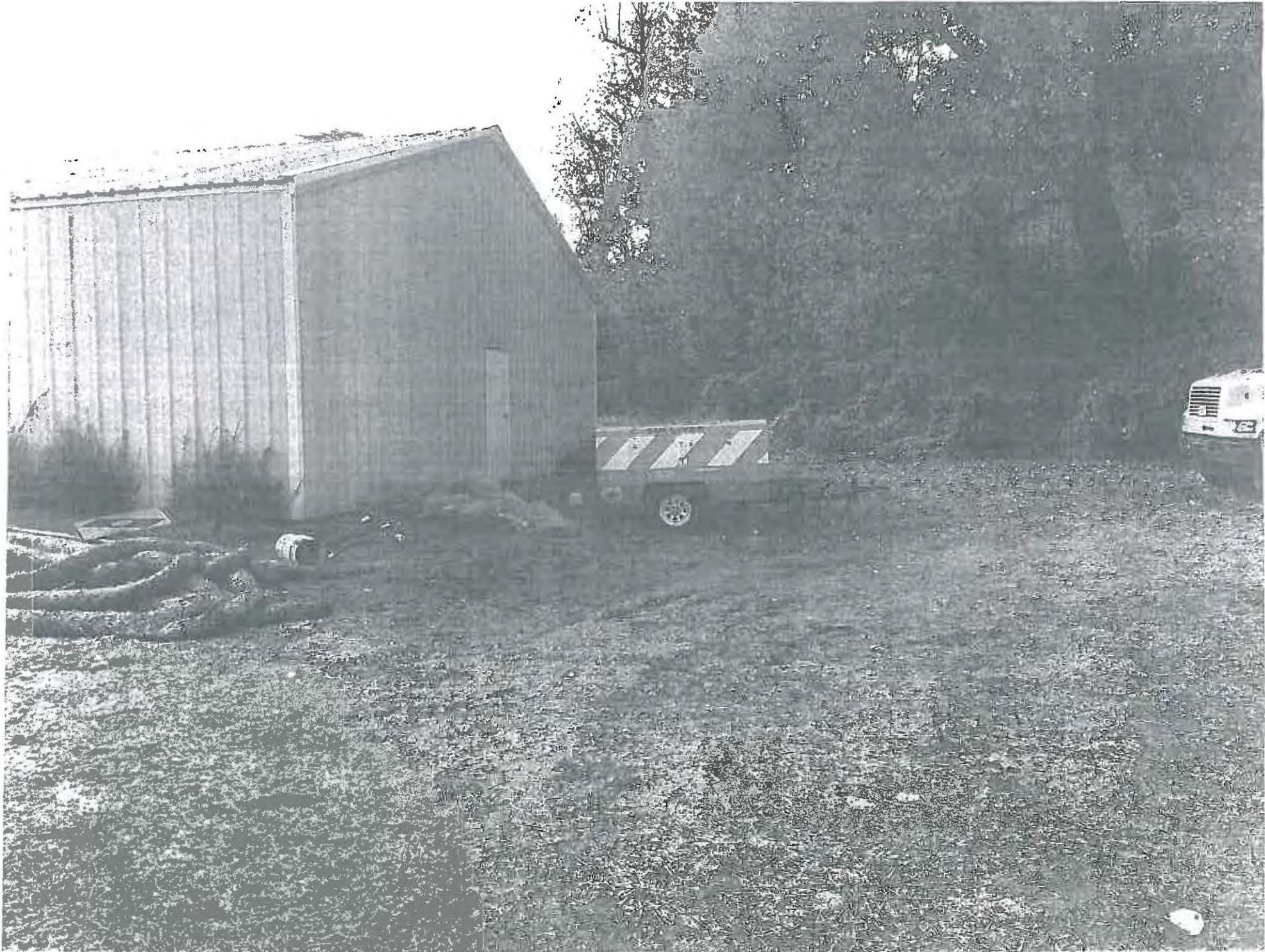


CONSTRUCTION

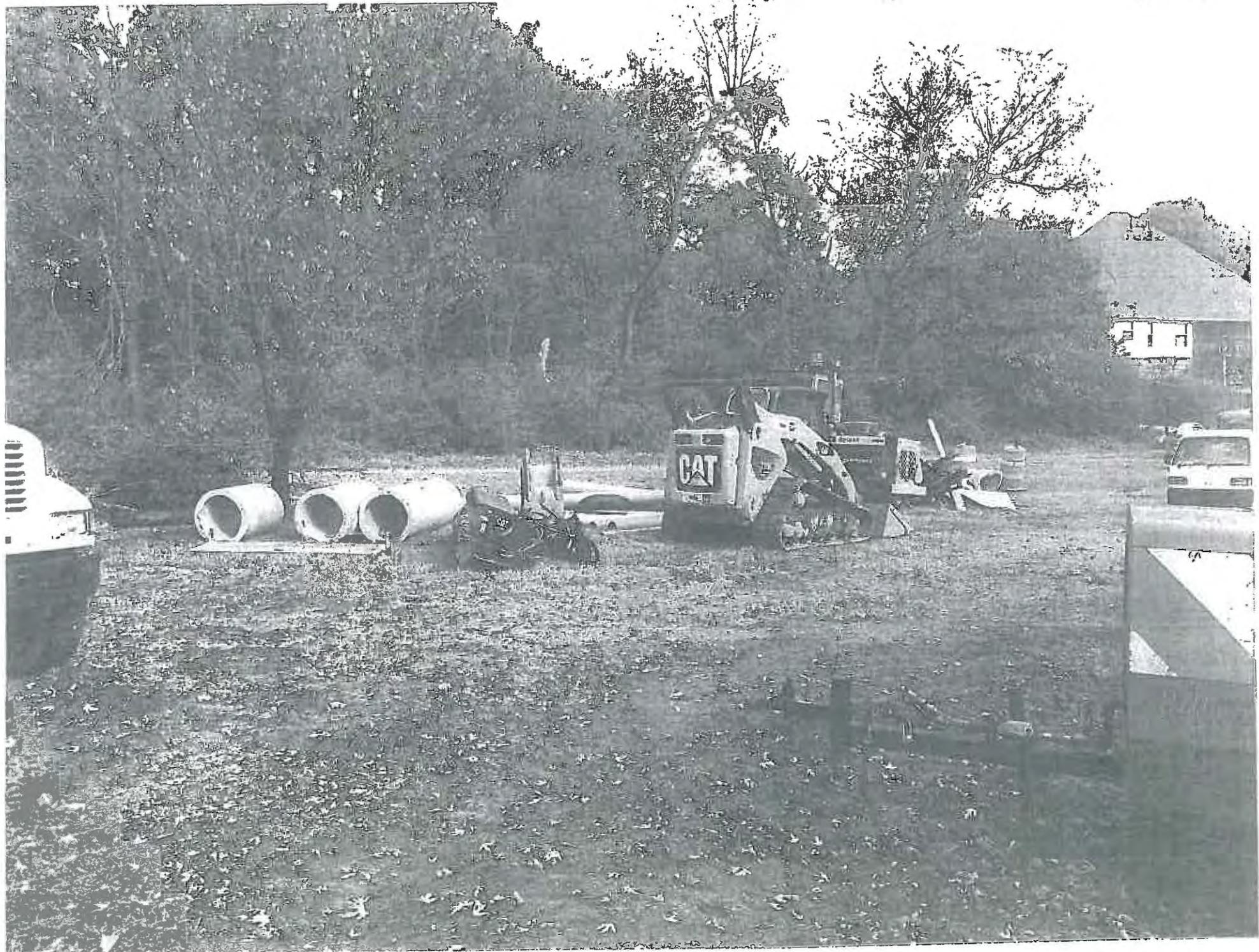
870-423-4709













APPRAISAL REPORT (CONDEMNATION)

Tract 18 & 19
Carley Road Project #12BPS3
3495 & 3576 Raymond Lane
Springdale, AR

In the Circuit Court of Washington County, Arkansas

City of Springdale, Arkansas, a Municipal Corporation
Plaintiff

VS

Ray N. Dotson and Lesa G. Dotson
Defendant

No. CV 2014-1676-7
And
CV2014-1718-2

BY

The Real Estate Consultants
118 N. East Ave.
Fayetteville, AR 72701

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REAL ESTATE
CONSULTANTS**

• REALTORS • APPRAISERS • CONSULTANTS •



118 N. East Ave.
P.O. Box 747
Fayetteville, AR 72702

Phone (479) 442-0762

November 10, 2015

Ray N. Dotson & Lesa G. Dotson
419 E. Emma Ave
Springdale, AR 72764

RE: Appraisal Services - Tract 18
3576 Raymond Lane
Improvements, R.O.W Taking, Temporary Construction
Easement and Utility Easement

Tract 19
3495 Raymond Lane
R.O.W, Temporary Construction Easement and Utility
Easement

Springdale, AR

Gentlemen:

In compliance with your request and to determine the retrospective market value (before and after value) of the Fee Simple interest of the above captioned property, I hereby certify I have personally inspected the property and made a survey of matters pertinent to the developing an opinion of its value. I further certify I have no interest present or contemplated in the property under appraisal, and my fee was not contingent upon the value estimate reported. The appraiser inspected the subject property on October 27, 2015. The effective date of this report is the date of the court ordered taking, September 16, 2014.

The clients for this report and also the defendants in the aforementioned case are Ray N. Dotson Lesa G. Dotson, Husband and Wife. The purpose of this report is to determine the losses and damages to the fee simple value (retrospective) of the parent tracts (parcel # 815-29126-130 and 815-29126-140) due to the taking of Improvements, R.O.W, utility and temporary easements, as the results of a condemnation under eminent domain. The condemning authority and the plaintiff in the aforementioned case is The City of Springdale, Arkansas, A Municipal Corporation. The intended users of this report are the client, Mr. & Mrs. Dotson, and their attorney of record, Dale Evans. Any other party who relies upon any information in this report, without the preparer's written permission does so at their own risk.

As of January 1, 2014 the Summary Appraisal Report, Self Contained Appraisal Report and Restrictive Use Report have been retired by USPAP reference USPAP 2014-2015. The correct designation is now "Appraisal Report" or "Restrictive Appraisal Report". The key to determining the appropriate report is based on the intender users and the familiarity of the user in relationship to



the subject property. That is a Restrictive Appraisal Report indicates the client is the only intended user and the client has a familiarity with the subject property. Conversely, the Appraisal Report may have more intended users than the client and the familiarity of the intended users is not as comprehensive as is required in the Restrictive Appraisal Report. In addition, in the Restricted Appraisal Report it must be reported that the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information in the appraiser's work file.

USPAP indicates under Standards 2 the appraiser must communicate each analysis, opinion, and conclusion in a manner that is not misleading. Standards Rule 2 addresses the content and level of information required in a report that communicates the results of a real property appraisal. This does not dictate the form, format or style of the report. These are functions of the needs of intended users. In this particular report the appraiser has elected to communicate the report as an Appraisal Report.

This appraisal is based upon information gathered by the appraiser from the subject owner, public records, and other reliable sources, and upon an inspection of the subject property and neighborhood. In developing the appraisal approaches used, data was also collected from the Real Estate Consultants' office files and a personal inspection.

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. In addition, there have been extraordinary assumptions made in this report and they may be found in the section "Assumptions and Limiting Conditions". Furthermore, it is appropriate under USPAP guidelines to notify the client of a previous assignment concerning the subject property completed by the appraiser. In accordance with these guidelines the appraiser affirms he has not performed services as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Based upon my inspection of the subject property and the investigation and analysis carried out in this report, it is my considered opinion that the total compensation to the subject owners as the result of the taking of a portion of the subject property and associated easements as of *September 16, 2014* and subject to the assumptions and limiting conditions set forth in the body of this report, is as follows:

ONE HUNDRED AND SIXTY-TWO THOUSAND DOLLARS
(\$162,000)

Respectfully submitted,



Larry D. Kennedy
Certified General
CG 1806



APPRAISAL REPORT
Ray N. & Lesa G. Dotson, Husband & Wife

TRACT 18 & 19
PROJECT # 12BPS3
COUNTY Washington
PARCEL 815-29126-140 & 815-29126-130
LOCATION Intersection of W. Don Tyson & Raymond Lane
FEE OWNER Ray N. & Lesa G. Dotson, Husband & Wife
ADDRESS 3495 & 3576 Raymond Lane, Springdale, AR

ESTATE APPRAISED Fee Simple

TRACT 18			
AREA OF WHOLE	14,000 SF		PERMANENT UTILITY, EASEMENT:
LESS PRESCRIPTIVE ROW	(4,024) SF*		
NET LAND SIZE	9,976 SF		2,213 SF
			PERMANENT R.O.W. 3,662 SF
AREA OF ROW ACQUISITION	3,662 SF		
UTILITY EASEMENT	2,213 SF		
NET ROW & UTILITY EASMT	5,875 SF		DRAINAGE EASEMENT 0 SF
			TOTAL EASEMENTS 5,875 SF
AREA OR REMAINDER	4,101 SF		TEMPORARY EASEMENT 4,108 SF
AREA OF ACQUISITION	5,875 SF		
*Existing ROW			

TRACT 19			
AREA OF WHOLE	73,616 SF		PERMANENT UTILITY, EASEMENT:
LESS PRESCRIPTIVE ROW	(15,353) SF*		
NET LAND SIZE	58,263 SF		2,114 SF
			PERMANENT R.O.W. 1,828 SF
AREA OF ROW ACQUISITION	1,828 SF		
UTILITY EASEMENT	2,114 SF		
NET ROW & UTILITY EASMT	3,942 SF		DRAINAGE EASEMENT 0 SF
			TOTAL EASEMENTS 3,942 SF
AREA OR REMAINDER	54,321 SF		TEMPORARY EASEMENT 5,178 SF



ESTIMATED MARKET VALUE OF THE PROPERTY:

TRACT 18	3576 RAYMOND LANE					
				BEFORE		
LAND	9,976	SF@	\$2.75	\$27,500	*	
IMPROVEMENTS	1,979	SF@	\$61.90	\$122,500		
SUB-TOTAL				\$150,000	\$150,000	
TRACT 18				AFTER		
LAND	9,976	SF@	\$2.75	\$27,478	*	
LAND (REMAINDER)	4,101	SF@	(\$2.75)	(\$11,296)	*	
ROW	3,662	SF@	(\$2.75)	(\$10,087)		
UTILITY EASEMENT	2,213	SF@	(\$2.75)	(\$6,096)		
TCE	4,108	8%/1yR	(\$2.75)	\$ (905)		
IMPROVEMENTS				\$0		
SUB-TOTAL				-\$905	-\$905	
COMPENSATION					\$150,905	\$150,905
TRACT 19	3495 RAYMOND LANE					
				BEFORE		
LAND	58,263	SF@	\$2.50	\$145,658	*	
IMPROVEMENTS	1,617	SF@	\$59.47	\$96,158		
SUB-TOTAL				\$241,815	\$241,815	
				TRACT 19		
				AFTER		
LAND	58,263	SF@	\$2.50	\$145,658		
ROW	1,828	SF@	(\$2.50)	\$ (4,570)		
UTILITY EASEMENT	2,114	SF@	(\$2.50)	\$ (5,285)		
TCE	5,178	8%/1yR	(\$2.50)	\$ (1,036)		
IMPROVEMENTS				\$96,158		
SUB-TOTAL				\$230,925	\$230,925	
COMPENSATION					\$10,890	\$10,890
TOTAL COMPENSATION						\$161,795
*All acquisitions of property (R.O.W, easements, improvements) are Fee Simple						
*In the opinion of the appraiser the remaining land value for Tract 18 had no contributory value. This is discussed elsewhere in this report						

SAY

Total Compensation: 09/16/14

\$ 162,000

5

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 110-86 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 110, Article IV of the Code of Ordinances of the City of Springdale, Arkansas, contains the provisions and regulations pertaining to excavations in the City of Springdale, Arkansas;

WHEREAS, Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas, provides the fees/requirements for an excavation permit;

WHEREAS, Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to revise the bonding and fee requirements associated with the issuance of an excavation permit;

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas;

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

Section 1: Section 110-86 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-86. – Permit requirements.

Before any person shall dig, excavate in, bore under or remove any portion of any street, alley, curb or sidewalk in the city, he shall obtain a permit issued by the city street superintendent. At the time of making application for the permit, an inspection fee of \$10.00 shall be paid. An applicant for such permit shall deposit ~~cash or~~ a sufficient surety bond at the office of the city street superintendent before a permit shall be issued. The amount of the ~~cash and/or~~ bond shall be determined by the street superintendent based upon the estimated cost of the permanent repair as described under subsection (2)d below, plus an amount sufficient to pay for any and all damages to public property that may result in the course of the permitted work, but shall not be less than \$5000.00. The ~~cash and/or~~ bond shall be forfeited, all or in part thereof, for failure to comply with the rules of public safety, failure to close the opening as quickly as possible, failure to complete the backfill and repair in accordance with specifications, failure to complete the necessary cleanup, damage to public property including but not limited to the street sub grade, asphalt surface, concrete surface, curb and gutter, sidewalk, and or all infrastructure located within the street right-of-way or causing unnecessary inconvenience or damage to vehicular or other traffic.

- (1) *Jacking or boring.* The depth of bury on installations which are jacked or bored under any street shall have a minimum depth of bury of 2½ feet below the low points of the street cross section to the top of the pipe or casing, or 3½ feet below the bottom of the pavement structure (top of subgrade) to the top of the pipe or casing, whichever gives the greatest depth. If the pavement structure is damaged by the jacking or boring installation, it shall be repaired in accordance with subsection (2) below.

- (2) *Street cuts.* All street cuts shall be made and repaired in accordance with methods approved by the ~~planning and community development director~~ Director of Engineering, or his/her representative, depending on the type of street surfacing.
 - a. The person making the street cut shall saw-cut the pavement in a smooth straight line before any excavation commences. Flares, barricades, warning signs and other warning devices as required in the current edition of the MUTCD shall be used to protect the public from harm. The city street superintendent or his authorized representative shall inspect the street opening before any class 7 backfill is placed in the opening and during the backfill operation. The backfill shall be watered and compacted by machine tampers to a density of 95 percent of AASHTO T 180. A temporary patch of two inches of cold-mix asphalt shall be used over the top of the backfill matching the existing grade of the street surface. The city street department shall make the permanent repair in accordance with City of Springdale, Arkansas Standard Details for Street and Drainage Construction.
 - b. If it is necessary to make a street cut during off-duty hours, the person making the cut shall notify the city police department. Normal duty hours are from 7:30 a.m. until 4:00 p.m. Monday through Friday with the exception of holidays. The city street superintendent or his authorized representative shall inspect all street cuts made during off-duty hours. An extra charge in the amount of ~~\$15.00~~ \$30.00 per hour shall be billed to the person making the cut during off-duty hours to compensate the city street superintendent or his authorized representative.
 - c. The person who makes the street cut shall be responsible for making any needed repairs due to settling of the cut or loss of cold mix asphalt for a period of 90 days from the time the temporary patch is completed, or until the permanent repair is completed by the city street department, whichever comes first.
 - d. After the temporary patch is complete, the city street superintendent or his authorized representative shall make a final inspection and measure the width and length of the street cut. The cost of the permanent repair

shall be billed at the rate of \$6.00 per square foot with a minimum charge of \$50.00 per street cut. The cash ~~and/or~~ bond deposited with the city shall be returned to the applicant after the applicant has paid for the cost of the permanent repair, and the final cleanup of the trench cut is complete. A contractor in the business of performing utility construction and/or maintenance that requires excavation in the street right-of-way or is engaged in a contract to perform work that includes excavation in the street right-of-ways may be required to provide a standing surety bond sufficient to cover the scope of the expected number of permits applicable to each and every site upon which to work is scheduled to take place and where a permit will be required. The standing surety bond will remain in place until the completion of all permitted work and all permitted work is fully inspected by the street superintendent and deemed to be satisfactory.

- (3) *Curb cuts for driveways.* Curb modifications for driveways shall be in accordance with this section. The street superintendent or his authorized representative shall inspect the curb cut after the excavation for the driveway is complete and before any base material, asphalt or concrete is placed for the construction of the driveway. A final inspection shall be performed after the driveway construction and cleanup is complete. The cash and/or bond deposited with the city shall be returned to the applicant when the curb modification is completed in accordance with this section.

Section 2: All other provisions of Chapter 110 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2016.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Robby Z. Riggins, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 24 County Court Plat 36-18-30 Lot 24 NE1/4 SE 168/96 further described from 1129-71 as: Part of the Northeast Quarter of the Southeast Quarter (Section 36 in Township 18 North or Range 30 West, described as beginning 495 feet East of the Northwest corner of said 40 acre tract, and running thence South 200 feet for a beginning corner, and running thence South 96 feet, thence West 168 feet, thence North 96 feet, thence East 168 feet to the place of beginning.

Section: 36 Township: 18S Range: 30W: 0.37 Lot Block: City: Addition: County Court Plat SD: 501

Tax Parcel No. 815-28420-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

Section 1. That the structure located at East Huntsville Ave., Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said

structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 10th day of May, 2016.

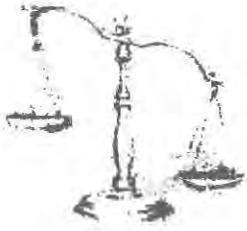
Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:

sparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

March 28, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robby Riggins
325 Berry St.
Springdale, AR 72764

RE: Property located in Springdale, Washington County, Arkansas,
Tax Parcel No. 815-28420-000

Dear Mr. Riggins:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice on property located on behind 701 E. Huntsville Ave., Springdale, Arkansas, and has mailed notice in writing to you, via certified mail, that a structure located on said property owned by you was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, May 2, 2016, in the multi-purpose room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, May 10, 2016. This meeting will take place in the Council chambers on the first floor of the City Administration Building. I strongly encourage you to attend these meeting.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity, the City of Springdale will have the right to raze and remove the

structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Sparkman", with a long horizontal flourish extending to the right.

Sarah Sparkman
Deputy City Attorney

enclosure
SS:ch

cc: Mike Chamlee, Chief Building Official
Tom Evers, Chief Building Inspector

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Robby Riggins
325 Berry St.
Springdale, AR 72764

2. Article Number
(Transfer from service label)

7015 1520 0002 6033 1286

PS Form 3811, July 2013

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Handwritten Signature] Agent Addressee

B. Received by (Printed Name) *RENNY HUNT* C. Date of Delivery *03/24/16*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

Domestic Return Receipt