

AMENDED
CITY OF SPRINGDALE
Committee Agendas
Monday, October 19th, 2015
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Parks & Recreation Committee by Chairman Mike Lawson:

1. **A Resolution** approving an agreement between the City of Springdale, Arkansas, and the Springdale Water & Sewer Commission and the Arkansas State Game & Fish Commission, presented by: Ernest Cate, City Attorney. **Resolution will be provided at meeting. (2-16)**

Street & CIP Committee by Chairman Rick Evans:

2. **A Resolution** appropriating Capital Improvement Funds for the design engineering on South 56th Street, presented by: Brad Baldwin, Director of Engineering. **(17)**
3. **A Resolution** setting a hearing date on a petition to vacate a portion of East Meadow Avenue presented by: Ernest Cate, City Attorney & Patsy Christie, Director of Planning. **(18-19)**

Finance Committee by Chairman Eric Ford:

4. **A Resolution** amending the 2015 budget of the City of Springdale Police Department, presented by: Mike Peters, Chief of Police. **(20-27)**

Ordinance Committee by Chairman Mike Overton

5. **An Ordinance** amending Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes (pertaining to driveways and the storage of motor vehicles). Presented by: "The Residential Paving Committee." **(28-39)**
6. **An Ordinance** amending Article 6, Section 3.5(9)(g) of the Zoning Ordinance of the City of Springdale, Arkansas and for other purposes, presented by: Patsy Christie, Director of Planning. **(40-41)**
7. **A Discussion** of the Trail Code, presented by: Patsy Christie, Director of Planning. **(42-43)**
8. **A Discussion** pertaining to bicycles, presented by: Patsy Christie, Director of Planning. **(44-47)**
9. **A Discussion** of Use Unit 17, eating places, presented by: Patsy Christie, Director of Planning. **(48-50)**
10. **A Discussion** of Use Unit 18, Hotel Motel Entertainment, presented by: Patsy Christie, Director of Planning. **(51-53)**

Committee of the Whole:

11. **An Ordinance** annexing certain real property to the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002 (Act 779 of 1999), and making a commitment to provide municipal services to said property as required by Ark. Code Ann. §14-40-2002 (Act 779 of 1999). Presented by: Ernest Cate, City Attorney (54-58)
12. **A Resolution** authorizing the Mayor and the City Clerk of the City of Springdale to accept a gift of land from James R. Skelton and Brenda L. Skelton presented by: Ernest Cate, City Attorney & Patsy Christie, Director of Planning. (59-60)
13. **A Discussion** of the Highway 265 Project from Randall Wobbe Lane to Highway 264, presented by Patsy Christie, Director of Planning.

Health, Sanitation & Property Maintenance by Chairman Jim Reed:

14. **An Ordinance** ordering the raze and removal of a certain residential property (3984 Powell St), Presented by: Ernest Cate (61-67)

**AGREEMENT
BETWEEN THE
CITY OF SPRINGDALE, ARKANSAS
AND THE
SPRINGDALE WATER AND SEWER COMMISSION
AND THE
ARKANSAS STATE GAME AND FISH COMMISSION**

THIS AGREEMENT is made and entered into on the ____ day of November 2015, between the **CITY OF SPRINGDALE, ARKANSAS**, a municipal corporation duly organized and with its corporate limits in both Benton and Washington Counties, Arkansas, acting by and through its Mayor, Doug Sprouse, under authority of Ark. Code Ann. § 14-54-302 and pursuant to approval granted by its City Council, whose address is City Administration Building, 201 Spring Street, Springdale, AR 72764 (hereafter referred to as the “City”), and the **SPRINGDALE WATER AND SEWER COMMISSION**, a municipal subdivision of the City of Springdale, Arkansas, acting by and through its Chairman, Chris Weiser, under authority of Ark. Code Ann. §§ 14-201-101, *et seq.*, Ark. Code Ann. §§ 14-234-301 *et seq.*, and/or Ark. Code Ann. §§ 14-235-201 *et seq.* and pursuant to approval granted by its Board of Commissioners, whose address is 526 Oak Avenue, Springdale, AR 72764 (hereafter referred to as the “SWSC”), and the **ARKANSAS STATE GAME AND FISH COMMISSION**, a constitutional agency of the State of Arkansas, acting by and through its Director, Mike Knoedl, under authority of Amendment 35 to the Constitution of Arkansas and pursuant to approval granted by its Board of Commissioners, whose address is 2 Natural Resources Dr., Little Rock, AR 72205 (hereafter referred to as the “AGFC”).

WHEREAS, the AGFC is interested in acquiring an optimum location in Benton County, Arkansas for future construction of the AGFC’s Northwest Arkansas Education Center, and also possibly a Regional Office, and desires to have the site ready for construction in 2016; and

WHEREAS, SWSC is the owner of three adjoining tracts of land in Benton County, sometimes referred to collectively as the “Wagon Wheel Property,” which total approximately 61 acres and would serve as an ideal location for development of a conservation education facility with ample outdoor recreational opportunities and also would allow sufficient acreage for locating a combined or separate regional office facility; and

WHEREAS, the City and SWSC have expressed interest in partnering with the AGFC to provide, at minimal cost to AGFC, the Wagon Wheel Property for siting AGFC’s Northwest Arkansas Education Center and possible Regional Office, for purposes of, among others, providing additional tourism and economic stimulus for the City of Springdale and surrounding vicinity, and other public advantages.

NOW, THEREFORE, for and in consideration of the mutual benefits and promises stated herein, as well as other good and valuable consideration, the parties hereby represent, covenant, and agree as follows:

1. Consideration.

a. In consideration for its receipt of the public advantages described herein, other good and valuable consideration, and upon satisfaction of the terms and conditions of this Agreement, the City shall convey to AGFC via General Warranty Deed(s) the following tracts of land:

- i. Tract 1 - approximately 3.2 acres of land in Section 21, Township 18 North, Range 30 West of the 5th Principle Meridian, in Benton County, Arkansas, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("the **Tract 1 Property**");
- ii. Tract 2 - approximately 20.07 acres of land in Section 21, Township 18 North, Range 30 West of the 5th Principle Meridian, in Benton County, Arkansas, being more particularly described in **Exhibit "B"** attached hereto and incorporated herein ("the **Tract 2 Property**"); and
- iii. Tract 3 - approximately 37.66 acres of land in Section 21, Township 18 North, Range 30 West of the 5th Principle Meridian, in Benton County, Arkansas, being more particularly described in **Exhibit "C"** attached hereto and incorporated herein ("the **Tract 3 Property**").

(sometimes referred to collectively as "the **Properties**").

b. In consideration for its receipt of the real estate described herein, AGFC shall build and operate its Northwest Arkansas Education Center, with the option to also construct a combined or separate Regional Office, on any one or more portions of the Properties, thereby providing the City of Springdale and surrounding vicinity certain public advantages, including increased quality of life through educational and recreational opportunities and additional tourism and economic stimulus. The combined Properties are shown on the site map as shown in **Exhibit "D"**, which is attached hereto and incorporated herein. A preliminary architectural plan showing the proposed development of the Properties is included in **Exhibit "E"**, which is attached hereto and incorporated herein. The Education Center will provide to the general public at no charge conservation education and recreational opportunities, including conservation education programming, indoor and outdoor classrooms, a fishing pond or ponds, archery, walking nature trails with interpretative signs, outdoor pavilion, watchable wildlife viewing area, and other amenities associated with an education center, and is expected to attract visitors from the Northwest Arkansas Metropolitan Area as well as parts of Missouri and Oklahoma (approximately 485,000 people of all ages within a one-hour service area). It is estimated that the Education Center will be able to serve a student population (ages 5 to 17) numbering more than 91,000 within a one-hour service area. A Regional Office, if constructed, will serve as offices for AGFC Enforcement, Fisheries, Operations, Wildlife Management, and/or Construction/Engineering/Real Estate personnel. In addition to providing for local employment opportunities, these multi-million dollar facilities will provide various services for the general public, including sales of recreational licenses and permits, plus information and assistance about boating, fishing, hunting, trapping, and wildlife observation and photography opportunities, as well as assistance to private landowners for habitat management, stream protection, and other natural resources conservation and management.

c. In the event AGFC should cease using the combined Properties for the purpose of constructing and operating an education facility that serves the public, then the Properties, including all permanent improvements and appurtenant structures, if any, thereupon, shall revert to the City. In turn, the occurrence of such event shall cause the Properties to revert from the City to SWSC as the original owner/grantor. The parties agree to execute and file such document as may be necessary to effectuate the reversion if the event described above should occur.

2. Closing. The consummation of the transaction contemplated herein ("the Closing") shall take place and possession of the premises for the Properties shall be delivered at a mutually-agreeable time and place on or before **November 30, 2015** ("the Closing Date"), unless such requirement is waived in writing by both parties and a new date substituted therefore.

3. Deeds of Conveyance.

a. Prior to the Closing, SWSC shall convey the Tract 1, Tract 2, and Tract 3 Properties to the City by one or more General Warranty Deeds, which deed(s) shall contain a reverter clause incorporating the condition stated in Paragraph 1. ec. hereinabove and shall also reserve unto itself the necessary easement(s) for access to adjacent property owned by SWSC and for the maintenance, replacement or expansion of its existing water and sewer lines. The language and legal description of those easements are attached hereto as Exhibit "F". AGFC specifically acknowledges that such easements shall not be an impediment to the plans or intended use by AGFC of the Properties.

b. At the Closing, the City shall execute and deliver to AGFC one or more General Warranty Deeds in the name of the "Arkansas State Game and Fish Commission," conveying good and merchantable title to the Tract 1, Tract 2, and Tract 3 Properties free of all liens, encumbrances, rights, conditions and easements, except it shall be subject to all recorded restrictions and easements, if any, as well as the easement described in Paragraph 3.a. Each deed shall contain a reverter clause incorporating the condition stated in Paragraph 1. ec. hereinabove.

4. Title/Other Contingencies. AGFC's performance is contingent upon the Tract 1, Tract 2, and Tract 3 Properties (as described in Exhibits "A", "B", and "C" respectively) being conveyed to AGFC having merchantable title and being insurable by a reputable title insurance company licensed to do business in the State of Arkansas. The City and SWSC shall furnish to AGFC, at AGFC's expense, current title commitments (the "Commitments") for the issuance of standard owner's title insurance policies issued by a title insurance company acceptable to AGFC. The title insurance agent shall be licensed in accordance with Arkansas law. The Commitments shall contain full and complete legal descriptions of the Properties, commit to insure amounts equal to their appraised values, and name AGFC as the proposed insured. The City and SWSC shall deliver to AGFC the Commitments, together with underlying title documents in the chain of title to the Properties, sufficiently far enough in advance of the Closing to allow AGFC to inspect the Commitments and obtain opinions of title from its legal counsel. Written notice by AGFC of unmerchantability of title or of any other unsatisfactory title condition shown by the Commitments or surveys shall be signed by or on behalf of AGFC and given to the City and SWSC prior to the Closing. Upon receipt of such notice, the City and

SWSC will be afforded ten (10) days to cure said unsatisfactory title conditions(s) but they will not be obligated to do so. If the City and SWSC are unable or unwilling to do so prior to the Closing, AGFC may, at its option, agree to extend the Closing Date to allow the City and SWSC additional time to cure; terminate this Agreement; or elect to take the Properties with said unsatisfactory title conditions(s).

5. Surveys and Access to Properties.

a. The City and SWSC are not obligated to pay for any new boundary surveys of the Properties. Upon AGFC's request, the City and SWSC will provide AGFC with copies of any existing boundary surveys in their possession upon the parties' execution of this Agreement.

b. With at least five (5) days advance notice to the City and SWSC, AGFC and its representatives and agents may enter upon any or all of the Tract 1, Tract 2, and Tract 3 Properties at reasonable times to survey the properties in anticipation of the conveyances contemplated hereunder.

6. Environmental Representations and Warranties. The City and SWSC, jointly, hereby represent and warrant to AGFC to the best of their knowledge that no hazardous substances or toxic wastes have been used, stored, processed, disposed of, or deposited in or on the property during the period that they have owned the Properties (other than normal use of farm chemicals according to applicable laws and label instructions), and there has been no notice of any claim or violation of any law or regulation having to do with environmental protection as it relates to such properties.

7. Environmental Evaluations.

a. With no less than five (5) days advance notice to the City and SWSC, AGFC or its representatives may enter upon any or all of the Tract 1, Tract 2, and Tract 3 Properties to perform environmental evaluations, including Phase I and/or Phase II assessments and/or geotechnical engineering studies, and to verify compliance with applicable environmental laws, ordinances, and regulations. The City and SWSC, by their execution of this Agreement, herewith grant permission to AGFC, its agents and representatives, and any independent contractor selected by AGFC to enter upon the Properties for the purposes enumerated in this paragraph and paragraph 6 above. The City and SWSC hereby authorize all governmental agencies and authorities to release to AGFC's employees or representatives all information in their files regarding the Properties. All such work and studies shall be at the sole cost and expense of AGFC and shall be nondestructive. AGFC shall notify the City and SWSC at least five (5) business days in advance of any proposed soil or groundwater testing, and shall conduct only such soil or groundwater testing as approved by the City and SWSC, which approval shall not be unreasonably withheld. AGFC shall leave the Properties in good condition and repair upon completion of any tests, studies, and entry pursuant to this paragraph, and upon request by the City and SWSC, AGFC shall restore the Properties to their condition immediately preceding any such tests, studies, or entry. Notwithstanding the foregoing, if AGFC, its agents, representatives, or independent contractors, bore holes into the surface or subsurface of any or all of the Tract 1, Tract 2, and Tract 3 Properties or otherwise disturb the surface or subsurface of

the Properties, the City and SWSC shall not be required to request that the properties be restored, but AGFC, its agents, representatives, and independent contractors shall restore as soon as practicable the Properties to their condition immediately preceding any such disturbance. AGFC shall keep the Properties free from liens relating to or arising out of any tests, studies, or entry by AGFC pursuant to this paragraph.

b. In the event AGFC's Environmental Evaluations reveal an adverse environmental or geotechnical condition existing upon any or all of the Tract 1, Tract 2, and Tract 3 Properties that materially changes the character or the value of any of the properties, AGFC shall have the right and option to terminate this Agreement by written notice to the City and SWSC given not more than twenty (20) days after AGFC's receipt of the written Environmental Evaluations.

8. Appraisals. The parties acknowledge that the Properties will be appraised prior to the Closing at AGFC's expense by a state-certified general land appraiser, and the parties agree to accept the appraised values assigned to the Properties by such appraiser for purposes of this transaction.

9. No Mineral Reservations. The conveyances from the City and SWSC to AGFC shall not except and/or reserve any oil, gas or other minerals of similar or dissimilar nature situated in, on, or under the properties to be exchanged.

10. Prorations and Expenses.

a. All real estate ad valorem taxes and annual special charges for prior years and those due for the calendar year of closing for the Properties shall be paid by the City, SWSC, or the responsible party therefor. All real estate ad valorem taxes and annual special charges for the calendar year of closing shall be prorated as of the Closing Date, and AGFC's pro rata share of taxes shall be paid to the City at the Closing.

b. AGFC shall pay the costs of title insurance that is required to be obtained as set forth in paragraph 4 above, deed recording and notary fees for the deeds of conveyance described in paragraph 3, and all closing costs.

11. Casualty Loss. The risk of loss or damage to the Tract 1, Tract 2, and Tract 3 Properties shall remain with the owner/grantor of the particular property until title is vested in AGFC. If, prior to the Closing, the value of any of the Tract 1, Tract 2, and Tract 3 Properties is materially impaired by fire, casualty, act of God or exercise of eminent domain powers, AGFC shall have the right to terminate this Agreement by giving written notice to the City and SWSC.

12. Real Estate Commission. AGFC, the City, and SWSC each represent to the others they have not dealt with a broker, agent, finder or other person in connection with the negotiation of this Agreement that might give rise to a claim for commission against any party or against the properties. AGFC, the City, and SWSC each hereby hold the others harmless from and against all claims, costs, or expenses resulting from the claims of any broker, agent, finder or other such person, claiming by, through or under its own acts or agreements.

13. Default. In the event of default by any party, the non-defaulting party or parties are entitled to all remedies provided at law or in equity, including the remedy of specific performance. The non-defaulting party or parties are also entitled to receive their costs of enforcement, including reasonable attorneys' fees, whether or not suit is brought. This Agreement shall be interpreted and construed according to the laws of the State of Arkansas.

14. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date personally delivered by (1) messenger service or overnight courier service, or (2) facsimile transmission, or (3) three days after same is deposited with the United States Postal Service by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following address or telecopy/facsimile numbers:

- If to City:** Doug Sprouse, Mayor
City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764
Fax: (479) 750-8114
dsprouse@SpringdaleAR.gov
- With a copy to:** Ernest B. Cate, City Attorney
City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764
Fax: (479) 750-4732
ecate@springdalear.gov
- If to SWSC:** Chris Weiser, Chairman
or
Heath Ward, Manager
Springdale Water & Sewer Commission
526 Oak Avenue
Springdale, AR 72764
Fax: (479) 750-4039
hward@springdalewater.com
- With a copy to:** Charles L. Harwell, Attorney
Cypert, Crouch, Clark & Harwell, PLLC
111 Holcomb Street
P.O. Box 1400
Springdale, AR 72765-1400
Fax: (479) 751-5777
charwell@ccchlaw.com
- If to AGFC:** Mike Knoedl, Director
Arkansas Game and Fish Commission
2 Natural Resources Drive

Little Rock, AR 72205
Fax: (501) 223-6448
mike.knoedl@agfc.ar.gov

With a copy to: James F. Goodhart, General Counsel
Arkansas Game and Fish Commission
2 Natural Resources Drive
Little Rock, AR 72205
Fax: (501) 223-6463
james.goodhart@agfc.ar.gov

15. Time. Time is of the essence of this Agreement and whenever a date or time is set forth herein, the same forms a part of the consideration for this Agreement.

16. Possession. Possession of the Properties shall be delivered to AGFC on the Closing Date.

17. Attached Fixtures and Equipment. Unless specifically excluded herein, all improvements, permanent fixtures and appurtenant structures, if any, are included in the exchange and shall remain with properties conveyed.

18. Cooperation. Each of the parties shall perform all such other acts and things and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement

19. Complete Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter.

20. Amendment. All changes, additions, or deletions hereto must be in writing and signed by all parties.

21. Assignment. No party to this Agreement shall assign its rights or interest hereunder without written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed.

22. Survival. If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

23. Applicable Law. Any and all disputes under this Agreement shall be governed by the laws of the State of Arkansas and, with respect to any claim for monetary damages against AGFC, the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.

24. Counterparts. This Agreement may be executed manually or by facsimile and in one or more counterparts, each of which when so executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

25. Authority. The persons signing this Agreement hereby represent and affirm that they have the full authority to bind the party on whose behalf they are signing. Signatures to this Agreement on behalf of the City of Springdale, Arkansas are authorized by action of the Springdale City Council meeting in regular session on October 27, 2015, as evidenced by Ordinance No. _____. Signatures to this Agreement on behalf of the Springdale Water and Sewer Commission are authorized by action of the Springdale Water and Sewer Commission Board meeting in regular session on October 21, 2015, as evidenced by Resolution No. _____. Signatures to this Agreement on behalf of AGFC are authorized by action of the Arkansas Game and Fish Commission meeting in regular session on October 22, 2015, at Little Rock, Arkansas, as evidenced by Minute Order No. 15-_____.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date found below their respective signatures.

CITY OF SPRINGDALE

ARKANSAS STATE GAME AND FISH COMMISSION

BY: _____
DOUG SPROUSE
MAYOR

BY: _____
MIKE KNOEDL
DIRECTOR

DATE: _____

DATE: _____

ATTEST:

ATTEST:

DENISE PEARCE
CITY CLERK

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

ERNEST B. CATE
CITY ATTORNEY

JAMES F. GOODHART
GENERAL COUNSEL

SPRINGDALE WATER AND SEWER COMMISSION

BY: _____
CHRIS WEISER
CHAIRMAN

DATE: _____

ATTEST:

PAUL LAWRENCE, SECRETARY

APPROVED AS TO LEGAL FORM:

CHARLES L. HARWELL
COMMISSION ATTORNEY

EXHIBIT "A"

TRACT 1 PROPERTY

All that Part of the following described tract lying East of the Proposed right-of-way of relocated U.S. Highway 71: Part of the NW 1/4 of the SE 1/4 of Section 21, Township 18 North, Range 30 West, described as beginning at the SW corner of the said NW 1/4 of the SE 1/4, thence North 176 feet, thence East 1237 1/2 feet, thence South 176 feet, thence West 1237 1/2 feet to the place of beginning. Which tract is more particularly described as a part of the NW 1/4 of the SE 1/4 of Section 21, T-18-N, R-30-W described as beginning at a point which is N 89 degrees 39'52" W 82.5 feet from the SE corner of said 40 acre tract, said point also being S 89 degrees 39' 52" E 1241.25 feet from the SW corner of said 40 acre tract;thence N 0 degrees 12' 18" E 176.00 feet; thence N 89 degrees 39' 52" W 795.33 feet; thence along the Easterly right-of-way of U.S. Hy. No. 71 S 2degrees 34' 48" E 176.23 feet; thence along the South line of said NW 1/4 of the SE 1/4 S 89 degrees 39' 52" E 786.75 feet, to the point of beginning, containing 3.2 acres, more or less, Benton County, Arkansas.

and

The East 82.05 feet of the following 40 acre tract. A part of the NW 1/4 SE 1/4 of Section 21, Township 18 North Range 30 West in Benton County, Arkansas

EXHIBIT "B"

TRACT 2 PROPERTY

A part of the NW 1/4 of the SE 1/4 of Section 21, T-18-N, R-30-W described as beginning at a point which is N 89 degrees 45' 11" W 82.5 feet from the NE corner of said 40 acre tract; thence along the North line of said NW 1/4 of the SE 1/4 N 89 degrees 45' 11" W 647.41 feet; thence along the Easterly Right-of-way of U.S. Highway No. 71 S 17 degrees 22' 56" W 85.50 feet; thence S 10 degrees 38' 00" W 400.00 feet; thence S 14 degrees 55' 31" W 444.21 feet; thence S 20 degrees 23' 14" E 166.35 feet; thence S 2 degrees 34' 48" E 84.56 feet; thence leaving said Right-of-Way S 89 degrees 39' 52" E 795.33 feet to a point which is West 82.5 feet from the East line of said NW 1/4 of the SE 1/4; thence N 0 degrees 12' 18" E 1146.24 feet, to the point of beginning, containing 20.07 acres more or less, Benton County, Arkansas.

EXHIBIT "C"

TRACT 3 PROPERTY

The East $2 \frac{1}{3}$ acres of the Northwest quarter of the Southeast Quarter and the North $2 \frac{1}{3}$ acres of the Southeast Quarter of the Southeast Quarter, and also a part of the Northeast Quarter of the Southeast Quarter described as beginning at the Southwest corner of said forty acre tract, and running thence East to the Southeast Corner of said forty acre tract and running thence North Eight Hundred Thirty-one and seventy-four one hundredths (831.74) feet; thence South Eighty-seven degrees West Three Hundred Thirty-two (332) feet to the Center of Spring Creek; thence down the middle of the main channel of the Spring Creek to the North line of said forty acre tract to a point Three Hundred (300) feet East of the Northwest Corner of the forty acre tract; thence West Three Hundred (300) feet to the Northwest Corner of forty acres; thence South along the West line of said forty acre tract to the Southwest Corner thereof, to the place of beginning, and containing in all $37 \frac{2}{3}$ acres more or less, and all being in Section Twenty-one (21) Township Eighteen (18) North Range Thirty (30) West.

EXHIBIT "D"

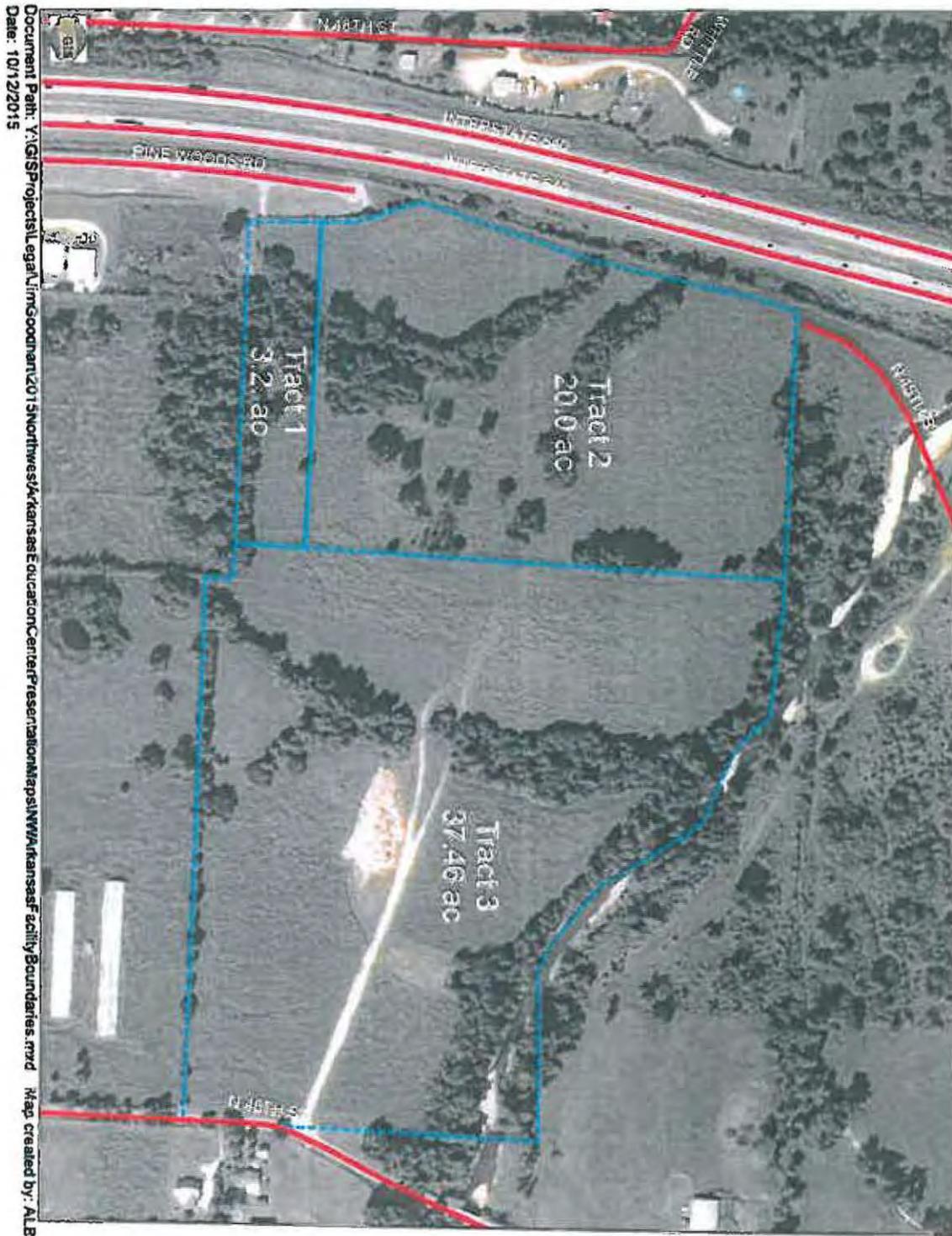


EXHIBIT "E"



EXHIBIT "F"

[Insert easement(s) for access to adjacent property owned by SWSC and for the maintenance, replacement or expansion of its existing water and sewer lines]

RESOLUTION NO: _____

**A RESOLUTION APPROPRIATING CAPITAL
IMPROVEMENT FUNDS FOR DESIGN
ENGINEERING ON SOUTH 56TH STREET**

WHEREAS, the Cities of Springdale and Johnson have received STP-A funding for up to 80% of the design cost for widening South 56th Street from Don Tyson Parkway to Johnson Mill Boulevard, and;

WHEREAS, Engineering Services, Inc. has been contracted with for design of this project, and;

WHEREAS, the City of Springdale will be responsible for \$70,496.95 of the design contract of \$503,549.63;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$70,496.95 of capital improvement funds is hereby appropriated for design of improvements to South 56th Street from Don Tyson Parkway to Johnson Mill Boulevard.

PASSED AND APPROVED this 27th day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO VACATE A PORTION OF EAST MEADOW
AVENUE.**

WHEREAS, Poultry Growers, Inc., has petitioned for the abandonment of a portion of a dedicated public street, more commonly known as East Meadow Avenue, described as follows:

Beginning at the southeast corner of Washington County Parcel No. 815-20756-000; thence extending west along the existing north right-of-way line of East Meadow Avenue to a point immediately west of the existing railroad right-of-way; thence south across the existing right-of-way of East Meadow Avenue; thence east along the existing right-of-way line of East Meadow Avenue to the northeast corner of Washington County Parcel No. 815-20764-000, thence north across the existing right-of-way of East Meadow Avenue to the point of beginning. More particularly described on the attached Exhibit "A".

WHEREAS, the City Council for the City of Springdale, Arkansas, finds that a hearing date should be set on the petition pursuant to Ark. Code Ann. §14-301-301, *et seq.*;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 24, 2015, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this _____ day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2015
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT**

WHEREAS, the Police Department has received funds that have not been appropriated for the sale of vehicles and insurance recoveries; and

WHEREAS, the Police Chief has requested that some of these funds be appropriated for the purchase of new vehicles and related equipment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2015 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105013920000	Sale of Capital Equipment	-0-	41,478		41,478
Police	10105013970000	Insurance Recoveries	-0-	46,683		46,683
Police	10105014218031	Vehicles	133,730	83,733		217,463
Police	10105014218032	Vehicle Equipment	76,530	4,428		80,958

PASSED AND APPROVED this 27th day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

To: Wyman Morgan
From: Chief Mike Peters
Date: 10/13/2015
Re: Transfer of insurance and vehicle auction money

Wyman,

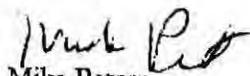
I am requesting that proceeds from vehicles we auctioned in 2015 along with insurance payment money in the amount of \$83,732.50 be moved to our vehicle purchase account, 101-0501-421-80-31. I also request \$4,427.26 be moved to our vehicle equipment account 101-0501-421-80-32.

We auctioned ten vehicles, along with a few miscellaneous auto parts, and after expenses received \$41,477.50. We also received insurance payment for motor vehicle crashes, including two vehicles that were total loss in the amount of \$46,682.76.

We request to use the money to purchase 5 Ford Fusion vehicles from the state bid at \$16,496.50 each, for a total of \$82,482.50. With the purchase of these vehicles we will not need to request any unmarked vehicles in the 2016 budget.

Auction of vehicles	\$41,477.50
Insurance money received	\$46,682.76
Total	\$88,160.26
Cost of 5 Fusions	\$82,482.50
Transportation cost \$250 each	\$1,250.00
Vehicle equipment lights & radios	\$4,427.76
Total Expense	\$88,160.26

Sincerely,


Mike Peters
Chief of Police

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 751-4542

CHIEF MIKE PETERS



CITY of SPRINGDALE

POLICE DEPARTMENT

ADMINISTRATIVE DIVISION

September 29, 2015

Chief Peters,

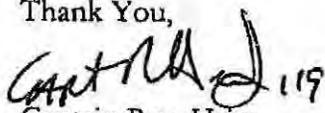
Below I have outlined the money that we received from the sale of several vehicles and other miscellaneous items, along with insurance money that we have received from damaged vehicles this year. Lastly, I have given the cost of one (1) 2016 Ford Fusion per state bid along with the cost to purchase five (5) new cars.

It should be noted that Farmers Insurance is in the process of sending us a check for \$14,822.33, which is the value of fleet 1106 less salvage value. As of today we have not received this check.

Attached is documentation for all the amounts listed below.

Sale of cars and misc. items	\$41,422.50
Insurance money received	\$46,682.76
Total	\$88,105.26
Cost of 1 Fusion	\$16,496.50
Total for 5	\$82,482.50
Transport costs	\$250 each
Total	\$83,732.50

Thank You,


Captain Ron Hritz

Below is a copy of what I was sent by Sgt. Bell, for the settlement of fleet 1106. This amount has been included in the letter on top, but is not included in the total for insurance recoveries. This is due to the fact that the check is en-route.

The total insurance payment on fleet 1106 will be \$14822.33. They are going to also still consider loss of use but we will not know that amount for a while since it is handled separately for some reason.

GENERAL			
100-00	OTHER FINANCING SOURCES / INSURANCE RECOVERIES		
08/15	CR 08/31/15 0008882	MUNICIPAL LEAGUE CITYCLERK 08/31/15 01	3,217.88
08/15	CR 08/31/15 0008883	MUNICIPAL LEAGUE CITYCLERK 08/31/15 01	1,000.00
08/15	CR 08/06/15 0008166	MUNICIPAL LEAGUE CITYCLERK 08/06/15 01	5,022.00
06/15	CR 06/22/15 0006773	MUNICIPAL LEAGUE CITYCLERK 06/22/15 01	1,533.44
06/15	CR 06/22/15 0006774	MUNICIPAL LEAGUE CITYCLERK 06/22/15 01	925.56
05/15	CR 05/26/15 0006015	GEICO GENERAL INSURANCE CITYCLERK 05/26/15 01	4,856.35
05/15	CR 05/08/15 0005621	MUNICIPAL LEAGUE CITYCLERK 05/08/15 01	2,085.11
05/15	CR 05/05/15 0005493	EQUITY INSURANCE SARAHMA 05/05/15 01	939.34
04/15	CR 04/27/15 0005250	MUNICIPAL LEAGUE CITYCLERK 04/27/15 01	1,704.65
04/15	CR 04/27/15 0005251	MUNICIPAL LEAGUE CITYCLERK 04/27/15 01	2,198.19
04/15	CR 04/13/15 0004700	MUNICIPAL LEAGUE CITYCLERK 04/13/15 01	686.36
04/15	CR 04/02/15 0004222	AUTOMOBILE CLUB INT'L CITYCLERK 04/02/15 01	869.87
03/15	CR 03/30/15 0003953	MUNICIPAL LEAGUE CITYCLERK 03/30/15 01	875.30
03/15	CR 03/09/15 0001902	MUNICIPAL LEAGUE CITYCLERK 03/09/15 01	443.04
02/15	CR 02/23/15 0001393	MUNICIPAL LEAGUE CITYCLERK 02/23/15 01	5,503.34
02/15	AP 02/20/15 2013744	WISER COMPANY	646.04
	POLICE DAMAGE TO SEEBURG	ELEC BOX	
	ACCOUNT TOTAL		31,860.43

GRAND TOTAL

646.04

31,860.43

FUND TOTAL

646.04

31,860.43

Auct. Date	Auction #	Fleet #	Year	Make/Brand	Model/Desc	Color	VIN/Serial	Final Bid	Auction Fee	Collected	Date Del'd	Total Sales	Total Fees Ctd	Total Ctd (w/fee)
8/16/15	1423397	1017	2005	Mazda	Mazda 6	Silver	1YVHP84C755M30646	\$2,951.00	\$206.57	\$3,157.57	8/17/15	41,422.50	2,899.58	44,322.08
8/16/15	1423842	1214	2003	Nissan	Altima	Tan/Silver	1N4AL11D83C343215	\$2,901.00	\$203.07	\$3,104.07	8/17/15			
8/20/15	1426906	na		Hoist Fitness	Weight Machine		Z08042	\$27.00	\$1.89	\$28.89	8/25/15			
8/20/15	1426923	na		Ford Parts	4.6L Intcpr Motor		3G-112-AC	\$214.50	\$15.02	\$229.52	9/14/15			
8/23/15	1428712	2003	1998	GMC	Sierra 1500	Black	1GTEK19R8WE520563				8/27/15			
8/23/15	1428869	403	2004	Ford	Crown Victoria	Blue	2FAPP71W34X154331	\$1,775.00	\$124.25	\$1,899.25	8/25/15			
8/23/15	1429355	504	2005	Ford	Crown Victoria	Gray	2FAPP71W45X126913	\$1,804.00	\$126.28	\$1,930.28	8/25/15			
8/23/15	1429985	1217	1970	Ford	Mustang	Yellow	0T02H142018	\$9,100.00	\$637.00	\$9,737.00	10/11/15			
9/6/15	1434898	613	2004	GMC	Yukon	Maroon	1GKEC13Z54R193684				9/8/15			
Did not sell	1436999	na		Dub	Wheels	Chrome	Relisted Below 1444775							
9/13/15	1437857	1215	2007	Ford	Mustang	Black	1ZVFT82H275320529	\$13,100.00	\$917.00	\$14,017.00	9/18/15			
9/13/15	1442078	1218	2003	Harley Davidson	Fat Boy MC	White	1HD18XB173Y081077	\$6,600.00	\$462.00	\$7,062.00	9/18/15			
9/13/15	1442752	405	2004	Ford	Crown Victoria	Blue	2FAPP71W54X154332	\$2,430.00	\$170.10	\$2,600.10	9/15/15			
9/13/15	1443209	na		Ford Parts	Mustang Wheels	Chrome		\$250.00	\$17.50	\$267.50				
9/13/15	1444775	na		Dub	Wheels	Chrome		\$270.00	\$18.90	\$288.90	9/15/15			

removed for projection

removed for projection

added for projection

ITEM 3

TYPE ADA 10011613
4-Door Mid-Size Sedan

Dealer Name: NORTH POINT FORD 100052169

Vehicle Make/Model 2015 FORD FUSION

Model Code: SPACE SAVER

City MPG Estimate 22

Highway MPG Estimate 33

CO-OP Purchasing One Way Delivery Charge Per Mile \$1.75

VEHICLE BID PRICE \$16,496.50

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
4-Door Sedan	EPA Classified as Mid-Size or Larger	
Engine		
Engine Size (Horsepower)	169 hp - List Liter & Cylinders	2.5LITER 4CYL 175HP
Fuel Type	Gasoline	
Transmission		
Automatic Transmission	Automatic - List Type, Speeds etc.	6 SPEED AUTO
Electrical		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank		
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	16.5
Exterior		
Paint	One Color Paint	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
Doors & Windows		
Doors	4 Side Doors	
Door Locks	Power Locks	
Windows	Power Windows	
Mirrors	Mfg. Std.	
Floor		
Floor Covering	Carpet	
Floor Mats	Mats Front & Rear	
Interior		
Air Conditioning	Front AC Factory Installed	
Radio	AM/FM Factory Installed	
Steering	Power Steering	
Tilt & Cruise	Tilt Steering Wheel & Cruise Control	
Seats		
Seating Capacity min.	5 Passenger	
Seats	Mfg. Std.	
Rear Seat	Cloth Bench Seat	
Safety		
Brakes	4 Wheel Anti-Lock - List Disc/Drums	4 WHEEL DISC AND ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
Tires & Wheels		
Tires & Wheels	Mfg. Std. - List Size	P215 60R-16
Spare	Mfg. Std. - List Size (Full or Space Saver)	SPACE SAVER
Warranty		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, provide for the parking and storing of motor vehicles on residentially zoned property in the City of Springdale;

WHEREAS, Chapter 114-56 needs to be revised to clarify how and where motor vehicles may be parked on residential property in the City of Springdale;

WHEREAS, Chapter 114-57 needs to be revised to clarify the definition of a paved surface;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Sections 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to clarify these parking and paving requirements.

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

Section 1: Section 114-56 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-56. – Parking restrictions in residential zoned districts.

- (a) *Commercial vehicle.* No commercial vehicle (as defined in section 114-57) shall be parked or stored in any residentially zoned district of the city, or in any platted subdivision zoned agricultural on lots less than one acre in size, as shown on the official zoning map, and shall not be parked or stored in the street right-of-way.
- (b) *Parking any motor vehicle on unpaved area prohibited.* Subject to section 114-58, no parking, displaying, or storing of any motor vehicle shall be permitted on any grass surface, gravel surface, or other unpaved area in any residential zone, or in any platted subdivision zoned agricultural on lots less than one (1) acre in size, ~~except that~~ However, an Expanded Parking Permit may be obtained to expand an existing driveway. one designated parking space may be located on the grass The expansion must be in a required front set back adjacent to and parallel to the current driveway located on the property, where geographic conditions are favorable. The size of such designated parking space shall not exceed 9' x 19'. Access to such designated parking space shall be by way of the property's driveway, and The expansion shall be located on the opposite side of the driveway from the primary entrance to the residential structure, unless not feasible due to a natural obstruction or due to location of the property line, and shall be constructed in accordance with the City of Springdale "Residential Driveway Detail". Provided, however, that the maximum allowed paved surface area shall not exceed forty percent (40%) of the total area of the front yard. The Expanded Parking Permit shall be obtained from the Springdale Public Works Department by the owner of the property on which the expanded parking is sought, and shall include inspections of the driveway expansion area by the Springdale Public Works Department before and after installation of the expanded parking area. The Expanded Parking Permit shall cost \$10 upon application of the permit in conjunction with a curb cut permit which is also obtained at the Springdale Public Works Department. ~~If the designated parking space is not~~

~~maintained with adequate grasses or other plants and/or landscaping materials to keep the area from becoming rutted, muddy and/or soil from being blown or washed away and is identified as a violation of this provision, such designated parking area shall be paved by the property owner in accordance with chapter 130, article 7 .~~

- (c) *Storage or parking of motor vehicles.* The storage or parking of motor vehicles in any side yard or rear/back yard of property in any residential zone, or in any platted subdivision zoned agricultural on lots less than one (1) acre in size, shall be ~~limited to areas paved in conformance with chapter 130, article 7, section 4 prohibited, unless the property has a detached garage located in the side or rear yard used for the parking of a motor vehicle.~~
- (d) *Unpaved driveways.* Properties on which an unpaved driveway existed as of the date of the passage of this section would not be required to pave, but would be subject to all other restrictions contained herein. Provided, however, any such driveways would be required to be paved if the use and maintenance of such driveway and parking area lapses for a period of one year or if the use served by such driveway is expanded.
- (e) *VariANCES.* In instances where strict enforcement of the requirements of subsections (b), (c), and (d) would cause undue hardship due to circumstances unique to the individual property under consideration, and the granting of such variance is demonstrated to be within the spirit and intent of the provisions of this chapter, the planning commission may grant requests for variances of the requirements of subsections (b) and (c) according to the following guidelines:
- (1) The planning commission may modify such requirements to the extent deemed just and proper so as to relieve such difficulty or hardship, provided that such relief may be granted without detriment to the public interest.
 - (2) When the applicant can show the property was acquired in good faith and where by reason of the exceptional narrowness, shallowness, size or shape of a specific piece of property, or where by reason of exceptional topographic conditions or other extraordinary situation or condition of the piece of property, the strict application of such provisions would prohibit or unreasonably restrict the use of the property, and the planning commission is satisfied that the granting of a variance would alleviate a clear hardship, as distinguished from a special privilege or convenience sought by the applicant, such variance may be granted; provided that all variances shall be in harmony with the intended purpose of this chapter.
 - (3) Bill of assurances or performance bond. A bill of assurance to the city may be required from the property owner prior to any variance being granted, which shall run with the land and shall set a fixed period of time in which the varied requirement must be provided by the property owner.
 - (4) Any party aggrieved by the decision of the planning commission in granting or denying a variance may appeal the decision to the city council within 30 days of the planning commission's decision by giving notice thereof to the city clerk.
- (f) *Exception.* The prohibitions set out herein do not apply to the following:
- (1) Commercial vehicles or construction equipment during the actual performance of a temporary service on the property where it is parked.
 - (2) A vehicle making a bona fide pickup or delivery of property or merchandise.
 - (3) Emergency vehicles.

Section 2: Section 114-57 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 114-57. – Parking and storage of certain vehicles.

- (a) In residentially zoned areas of the city, as shown on the official zoning map, it shall be unlawful to park or leave a boat, recreational vehicle, utility trailer, or trailer or any kind, on any residential lot, except as specifically provided below:
- (1) A recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer may be parked or left in the rear yard, not closer than eight feet to the rear lot line or in a side yard not projecting beyond the front roof line.
 - (2) No recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer may be parked in the front yard between the paved edge of any street and a dwelling or garage (whichever is closer to the paved edge of the street), unless it is parked or left on a garage driveway or other paved surface area which is immediately adjacent to and an expansion of the garage driveway. Further, no recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer shall be parked closer than ten feet to the paved edge of any street.
 - (3) The total number of recreational vehicles, all-terrain vehicles, boats, trailers, or utility trailers (other than passenger vehicles) which may be parked, as permitted in subsection (1) or (2) above, shall be limited to two, not including those kept in a garage. Further, only one recreational vehicle, boat, trailer, or utility trailer may be parked or stored between the paved edge of any street and a dwelling or garage (whichever is closer to the paved edge of the street).
 - (4) A recreational vehicle, all-terrain vehicle, boat, trailer, or utility trailer shall not be parked or stored where such parking or storage shall constitute a clear and demonstrable vehicular traffic hazard, or be a threat to public health or safety.
 - (5) It shall be unlawful to park a recreational vehicle, all-terrain vehicle, boat, utility trailer, or trailer of any kind, upon a public street, except when it is actually being loaded, readied for use, or unloaded, but in no event longer than 24 hours.
 - (6) It shall be unlawful to use a recreational vehicle or trailer, which otherwise complies with the provisions above, for temporary on premises dwelling purposes for more than seven days total in any continuous 12-month period.
 - (7) The parking of a recreational vehicle, boat, trailer, or utility trailer as described in subsection (2) above shall effect a violation of this section if it results in the parking of other vehicles upon a public street.
 - (8) A trailer, or utility trailer shall not be used to park or store any inoperative or unlicensed vehicle, as defined in chapter 42.
 - (9) A trailer, or utility trailer shall not be used to park or store any unsightly or unsanitary condition, as defined in chapter 42.
 - (10) A trailer, or utility trailer shall not be used to park or store any materials, supplies, equipment, or property used in connection with the conducting of a business not located on the property.
- (b) For purposes of sections 114-56, 114-57, and 114-58 the following definitions shall apply:

All-terrain vehicle shall mean every three-wheeled, four-wheeled, or six-wheeled vehicle 75 inches or less in width, equipped with low pressure tires designed primarily for off-road recreational use, and having an engine displacement of no more than 1,000 cubic centimeters. The term "all-terrain

vehicle" shall not include any golf cart, riding lawnmower, or lawn or garden tractor.

Boat shall mean all types of watercraft, whether registered, unregistered, licensed or unlicensed. The term boat shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed or unlicensed.

Commercial vehicle means a vehicle that has any of the following characteristics: (1) has a gross vehicle weight, gross vehicle weight rating, gross combination weight, or gross combination weight rating of 20,001 pounds or more or (2) backhoes, bulldozers or other wheeled or tracked vehicles used in construction or (3) regardless of weight, is used in the transportation of waste or hazardous or noxious materials such as but not limited to a garbage truck, pump-out truck, chemical truck, gasoline truck or fuel oil truck, or (4) a "box truck", which includes any truck with a cuboid-shaped fully enclosed cargo area. However, commercial vehicle does not include a recreational vehicle as defined herein.

Front yard area shall mean the area between the plane of the front elevation of the main portion of a dwelling unit extending to the side property lines and the front property line abutting the street, including the driveway.

Motor vehicle means a self-propelled device that is required under the laws of the State of Arkansas to be licensed in order to be operated upon the public roadways, but does not include recreational vehicles as defined herein.

Park, when prohibited, means the standing of a vehicle whether occupied or not, otherwise than temporarily for the purpose of or actually engaged in loading or unloading.

Paved shall mean a surface paved or covered with a constructed surface of concrete in accordance with the standards contained in the City of Springdale "Residential Driveway Detail" and "Curb and Gutter" standards, ~~asphalt, or similar materials, but excluding debris, to establish a permanent surface for the parking storage, or placement of any boat, recreational vehicle, or utility trailer.~~

Recreational vehicle shall mean any unit primarily designed as a living quarters for recreation, camping, or travel use which either contains its own motive power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or recreational vans or is permanently mounted on a vehicle such as a truck camper or pickup camper.

Residential lot shall mean a parcel of land located in a residentially zoned district, as established on the official zoning map, of at least sufficient size to meet minimum requirements of the district in which it is located. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- (1) A single lot of record.
- (2) A portion of a lot of record.
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.
- (4) A parcel of land described by metes and bounds.

Store shall mean to place for the purpose of preserving, protecting and securing it for a period in excess of 24 hours.

Trailer shall mean, but is not limited to, any vehicle designed or utilized for the transportation of a boat, automobile, snowmobile, livestock, cargo or similar items or as living quarters for recreation, camping or travel use as in the

case of a travel, tent, camp, popup or 5th wheel trailer, which does not have motive power of its own, but is designed to be drawn by vehicle.

Utility trailer shall mean a vehicular structure or device with or without its own motive power, licensed or unlicensed, designed and/or used for the transportation of goods or materials.

Section 3: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 4: 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 effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Name: _____ Tel.# : _____

Mailing Address: _____

Property Location (Physical Address): _____

Property Owner Name (if Different) _____

Property Owner Address _____

Contractor Name: _____ Tel. #: _____

Address: _____

- ◆ Is the driveway a modification of an existing driveway? . YES . NO
- ◆ Will the driveway serve a: Commercial . Residential (1 & 2 Family) or a . Multifamily use?
- ◆ Will the Driveway connect to an existing driveway? YES NO
- ◆ Will the paved area exceed 40% of the total area of front yard? YES NO

Show the following by drawing a sketch on the reverse side, or attaching a plan, and include written comments if necessary: The location of the driveway entrance, exit or approach; drainage structures, traffic control devices; proposed grades and any other terms and specifications.

Inspection Detail

- Completed Application for Driveway Permit Received (Sketch must be included with application)
- \$10.00 driveway permit fee paid
- Completed Curb Cut Requirements and permit signed
- \$500 deposit/bond paid
- \$10.00 curb cut permit fee paid
- Initial inspection scheduled (Driveway location must be marked before inspection)
- Driveway expansion completed to detail standards

FOR OFFICE USE ONLY

PERMIT APPLICATION IS HEREBY:

APPROVED

APPROVED WITH MODIFICATIONS

DENIED

Modifications/ Comments: _____

SIGNED:

Dated:

A concrete driveway, due to its strength, longevity and cost-effectiveness, can last an average of 30 years or more without cracking or crumbling, as long the standard specifications are studied and followed during installation.

Thickness

- Common residential driveway should be at least 4 inches thick -- 5 inches thick if heavy vehicles like vans or SUVs will be parked there regularly

Other Dimensions

- A width of 8 feet for a single-car garage or 15 feet for a two-car arrangement is average..

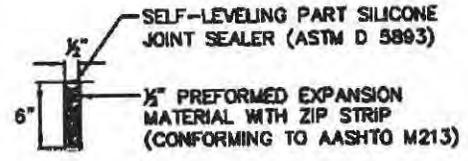
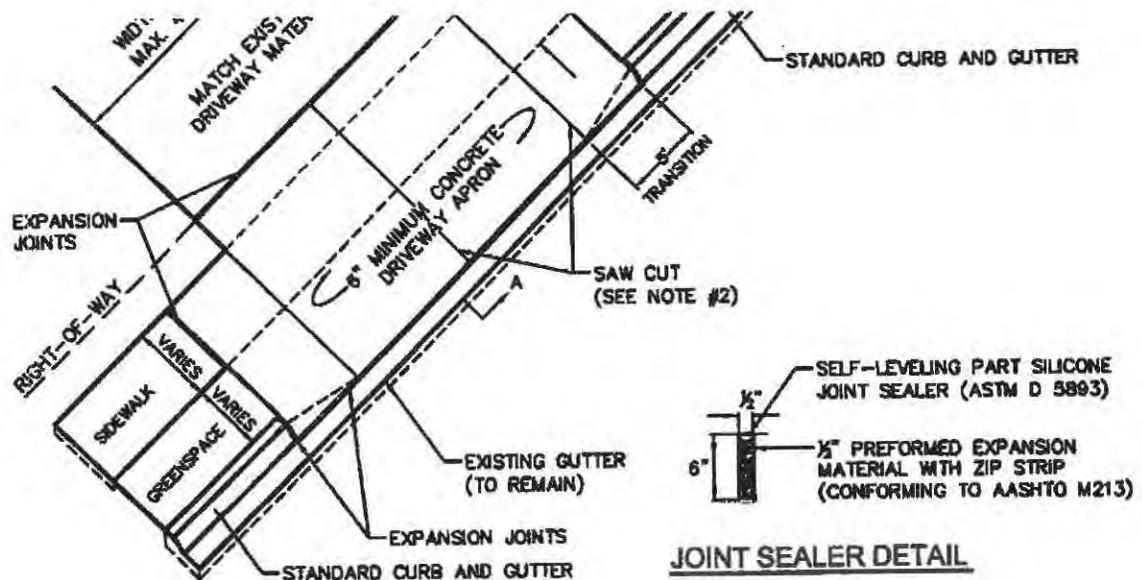
Slope

- A driveway must slope uniformly, without dipping or depressions, toward the street at an angle of at least 1 degree per foot. This ensures proper drainage during rainstorms and car washings.

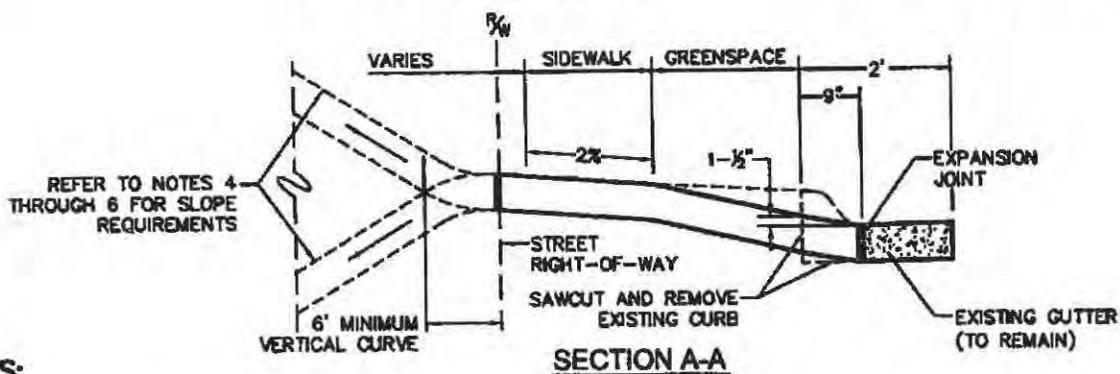
General Construction

- A foundation of wire mesh, crushed gravel and, less often, rebar is commonly used by builders to prevent premature cracking. Joints are also part of a concrete driveway's specs, placed decoratively or in long utilitarian strips every 6 to 10 feet to give connected slabs of concrete an average of 1/2 to 1/4 inch of a gap to expand and contract. The standard for a concrete mix's compression strength, according to the American Standards for Testing and Materials code, should be 4,000 psi over 28 days.

[For the City of Springdale's Standards refer to the Residential Driveway Detail for Standard curb and gutter applications.](#)



JOINT SEALER DETAIL



SECTION A-A

NOTES:

1. 1/2" PREFORMED EXPANSION MATERIAL (CONFORMING TO AASHTO M213) SHALL BE PLACED IN LOCATIONS INDICATED AND SEALED WITH SELF-LEVELING CONCRETE JOINT SEALER (ASTM D 5893).
2. CONCRETE DRIVEWAY APRON TO BE SAW-CUT AT FIFTEEN FOOT (15') INTERVALS AS SHOWN, AND FILLED WITH APPROVED JOINT SEALER (SEE DETAIL).
3. CONCRETE DRIVEWAYS TO BE CLASS A, 3000 PSI, 5.5 BAG MIX WITH 4-7% AIR ENTRAINMENT.
4. FOR ALL SUBDIVISION PLATS APPROVED AFTER THE ADOPTION OF ORDINANCE 4301 (MARCH 6, 2009); ALL VEHICULAR AND/OR EXIT DRIVES FOR ALL RESIDENTIAL AND NON-RESIDENTIAL USES ALONG A STREET WITH A MINOR COLLECTOR OR HIGHER CLASSIFICATION (AS IDENTIFIED ON THE MASTER STREET PLAN) SHALL NOT EXCEED A MAXIMUM SLOPE OF FIFTEEN PERCENT (15%) WITHIN THE REQUIRED SETBACK AS DETERMINED BY THE ZONING ORDINANCE.
5. FOR ALL SUBDIVISION PLATS APPROVED PRIOR TO THE ADOPTION OF ORDINANCE 4301 (MARCH 6, 2009); ALL VEHICULAR ENTRANCE AND/OR EXIT DRIVES FOR ALL RESIDENTIAL USES SHALL NOT EXCEED A MAXIMUM SLOPE OF TWENTY PERCENT (20%) WITHIN THE REQUIRED SETBACK AREA AS DETERMINED BY THE ZONING ORDINANCE.
6. ALL VEHICULAR ENTRANCE AND/OR EXIT DRIVES FOR ALL RESIDENTIAL AND NONRESIDENTIAL USES ALONG A STREET WITH MINOR COLLECTOR OR HIGHER CLASSIFICATION SHALL NOT EXCEED A MAXIMUM SLOPE OF TEN PERCENT (10%) WITHIN THE REQUIRED SETBACK AREA AS DETERMINED BY THE ZONING ORDINANCE.

N:\Engineering\Standards\2010StandardDetails\DrivewayStandard.pdf

RESIDENTIAL DRIVEWAY DETAIL FOR STANDARD CURB AND GUTTER APPLICATIONS



CITY OF SPRINGDALE • 201 SPRING STREET • SPRINGDALE, AR • 72764



CURB CUT REQUIREMENTS

CURB CUTS

A driveway can be no more than 40 feet in width. If there are two or more, no less than 30 feet apart and at least 40 feet from corner or intersection.

Advise the City of Springdale when the cut will be ready at the time of payment. If you need to change this requested time, please do so an hour in advance by calling 479-750-8135.

Property owner/s requesting curb to be cut by the Public Works Department must pay a minimum charge of \$75.00 for the first 25 feet and \$3.00 for each additional foot and must comply with the following:

1. Have earth dipped out (excavated) behind curb no more than 8 inches below gutter and 2 feet beyond both ends of cut. NOTE: Curb debris cannot be used for backfill. Contractor is responsible for disposal of all concrete debris.
2. Curbs must be clearly marked at both ends where cut is to be made.
3. Gutter must be clean and free of rocks, dirt and all other debris.

NOTE: If the Public Works Department crew goes to the location and the curb is not ready to be cut (see 1 through 3 above) or does not meet other requirements above, an additional fee of \$ 15.00 will be charged to return to the location when the cut is ready.

SIDEWALKS

Sidewalks are not included in the cost of cutting a curb. There will be an additional charge of \$50.00 for 25 feet and \$2.00 per foot for each additional foot.

I have received a copy of the Curb Cut Requirements from the Public Works Department. I have read them completely, understand the requirements and all fees and agree to them.

Signature

Date

269 East Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479-750-8135 / Fax: 479-750-8504



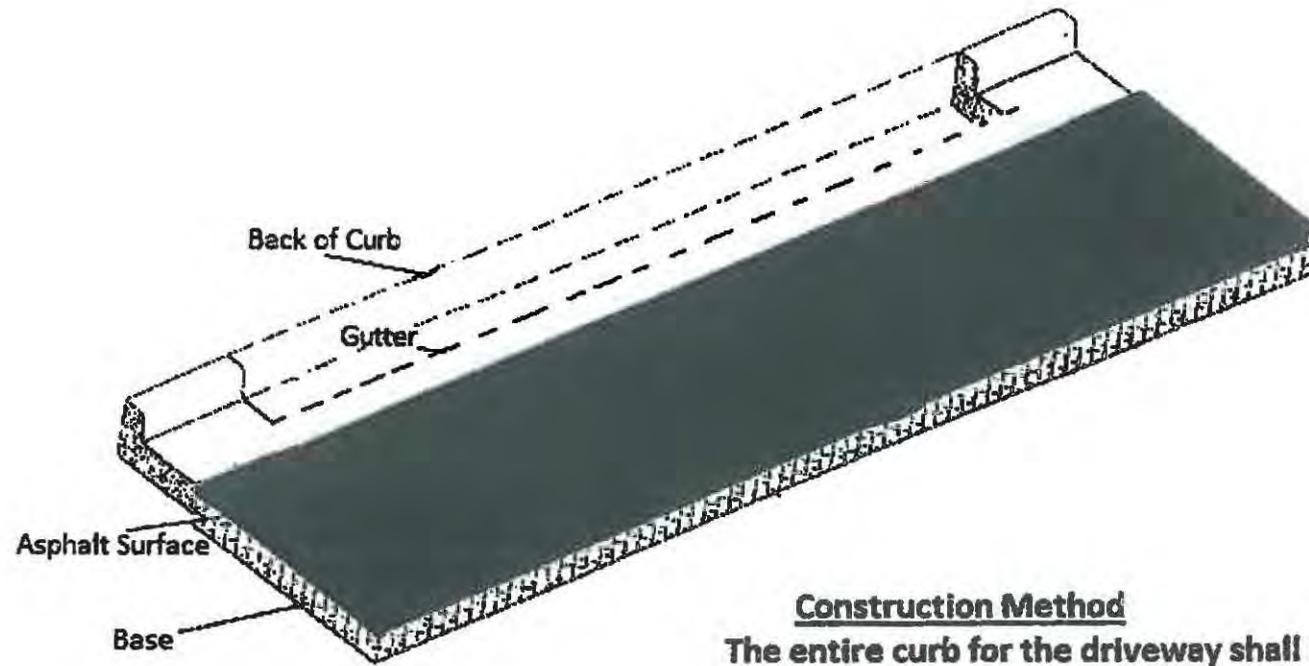
CURB CUT FEES AND PROCEDURES

- A deposit of five hundred dollars (\$500) is required to cut a city curb to ensure that no one cuts into and/or busts out a curb without making the necessary repairs. *When the new driveway and curb approach have passed an inspection by the Springdale Public Works Department, the deposit will be returned.*
- You must obtain a curb cut permit from the City of Springdale Public Works Department. The fee for each curb cut permit is ten dollars (\$10) the fee includes the curb cut inspection fee.
- **(OPTIONAL)** For a minimum fee of seventy-five dollars (\$75), the Public Works Department will saw cut the curb up to a twenty-five feet (25') section and three dollars (\$3) will be added for each additional foot.
 - *The Public Works Department will come make the cut(s) once the curb has been clearly marked where the cut(s) are to be made and the dirt has been dug out from behind the curb by no more than eight inches (8") below the gutter and two feet (2') beyond both ends of the cuts.*
 - *Property owner is responsible for disposal of all concrete debris.*
 - *Gutter must be clean and free of rocks, dirt and all other debris.*
- **(OPTIONAL)** Sidewalks are not included in the cost of the Public Works Department cutting the curb. If the Public Works Department is also to cut into the sidewalk, there will be a minimum fee of fifty dollars (\$50) and two dollars (\$2) per foot for each additional foot of sidewalk to be cut.

If you already have a permit with the City of Springdale Building Inspector's office for new construction, you are not required to deposit a cash bond or purchase a curb cut permit through the Public Works Department.

Call the Springdale Public Works Department for an inspection once the driveway and/or curb reconstruction is complete. Our hours of operation are 7:30 am to 4:00 pm, Monday through Friday, with the exception of holidays.

269 East Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479/750-8135 • Fax: 479/750-8504



Construction Method

The entire curb for the driveway shall be sawed full-depth and removed. A minimum of six (6) inches of gutter must remain. The curb and the missing gutter section shall then be reconstructed as part of the driveway.

Typical Curb and Gutter Removal for Driveways.

All cuts must be evenly sawed.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 6, SECTION 3.5(9)(g) OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS AND FOR OTHER PURPOSES.

WHEREAS, Article 6, Section 3.5 of the Zoning Ordinance of the City of Springdale, Arkansas, contains regulations pertaining to temporary open-air enterprises;

WHEREAS, Article 6, Section 3.5 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended showing the operation of the Mill Street Market to be held at the Shiloh Square without the need for a temporary open-air enterprise permit;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 6, Section 3.5(9)(g) of the Zoning Ordinance of the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on November 3, 2015 after notice was given of said hearing as required by law.

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

Section 1: Article 6, Section 3.5(9)(g) of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

g. (i) Persons operating a temporary open-air enterprise at the Springdale Farmers' Market, so long as the temporary open-air enterprise is located totally within a geographical area at the Jones Center for Families and designated by the Jones Center for Families as the Springdale Farmers' Market. The market place shall open no earlier than 6:00 a.m. and shall close no later than 2:00 p.m. on Tuesdays and Thursdays, ~~and Saturdays.~~

(ii) Persons operating a temporary open-air enterprise as the Mill Street Market ~~at the Springdale Farmers' Market~~, so long as the temporary open-air enterprise is located totally on Mill Street between Johnson Avenue and Huntsville Avenue ~~within a geographical area at the Shiloh Square~~ and designated by the City of Springdale as the Mill Street Market ~~Springdale Farmers' Market~~. The market place shall open no earlier than 6:00 a.m. and shall close no later than 2:00 p.m. on Saturdays and 4:00 p.m. to 9:00 p.m. on Tuesday. ~~daily.~~

(iii) The only articles that may be sold at the Springdale Farmers' Market are as follows: vegetables, honey, nuts, raw juices, molasses,

fruit, and other produce and plants grown or produced by the vendor thereof; art work, craft work, ~~and~~ processed farm products, (eggs, meats and processed jams and jellies) produced by the vendor thereof and baked goods which are processed within the guidelines of the cottage laws in the State of Arkansas. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health.

Section 2: All other provisions of Article 6, Section 3.5 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 3: This ordinance shall be effective January 1, 2016.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

1.1 Operation of Vehicles and Use of City Trails

No golf carts or comparable sized vehicles nor any gas powered vehicles (except city maintenance or emergency vehicles) shall be driven or operated on the Razorback Greenway or any other city trail as designated on the Master Trail Plan.

It is hereby declared unlawful to park or operate a motor vehicle on or along any city trail that has been or is hereafter so posted by the city. Any person found guilty of parking or operating a motor vehicle in violation of this section shall be fined not more than \$500.00. Any motor vehicle that is being utilized for a legitimate government purpose or emergency shall be exempt for the provision of this section.

1.2 Rules of the Road for Springdale Trails

1. Pedestrians and joggers – pedestrians, skaters and joggers should walk, skate or jog near the right side of the trail to accommodate faster runners, skaters, bicyclists, and faster traffic to pass on the left side of the lane.
2. Bicyclists, skaters, runners and others – persons should ride their bicycles, Segway, skateboards and scooters on the right side of the lane unless passing. Persons skating, riding bicycles, Segways, skateboards, scooters and runners shall give an audible warning prior to passing slower traffic. Passers shall not cross the solid yellow line. Passers shall not cross the dashed yellow line if oncoming traffic is close enough that the passer cannot return to his/her lane before reaching oncoming traffic or if crossing the dashed yellow line causes any safety hazard.
3. Speed limit –
 1. No person shall skate or ride his bicycle, Segway, skateboard, scooter or other vehicle on a city trail at a speed greater than is reasonable and prudent under the conditions then existing.
 2. No person shall skate or ride his bicycle, Segway, skateboard, scooter or other vehicle at a speed greater than 15 m.p.h. on a city trail.
 3. No person shall skate or ride his bicycle, Segway, skateboard, scooter or other vehicle at a speed greater than 10 m.p.h. on a city trail when oncoming traffic is present or when passing traffic going the same direction.
 4. Persons skating or riding bicycles, Segways, skateboards, scooters, or other vehicles on a city trail in such a manner as to indicate a reckless disregard for the safety of others shall not only be subject to punishment set forth in _____, but may have their right to skate or ride their vehicle upon the city trails suspended for up to one year. Any person violating a suspension period shall be guilty of a separate violation of this subsection.

PEDESTRIANS

Application of Regulations

Pedestrians shall be subject to traffic control signals at intersections as declared in this traffic code, but at all other places pedestrians shall be accorded the privileges and shall be subject to restrictions stated in this chapter.

Right-of-Way in Crosswalks – Use by Pedestrians

1. Where traffic control signals are not in place or in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection, except as otherwise provided in this chapter. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.
2. Between adjacent intersections at which traffic control signals are in operation, pedestrians shall not cross at any place except in a marked crosswalk.
3. Pedestrians shall move, whenever practicable, upon the right half of crosswalk.

Duty to Yield Right-of-Way to Vehicles at Certain Places

1. Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to vehicles upon the roadway.
2. Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all vehicles upon the roadway.

Proposed Revisions to Chapter 114 – Traffic and Vehicles

ARTICLE V – BICYCLES, MOPEDS, ETC.

Division 1. Generally

Section 114-121. - Parking of bicycles, mopeds and motorized bicycles.

No person shall park a bicycle or a moped or motorized bicycle upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle or moped or motorized bicycle or against a building or at the curb in such a manner as to afford the least obstruction to pedestrian traffic.

Division 2. –Bicycles

Section 114-122 - Application of traffic law.

Every person riding a bicycle upon a roadway shall be granted all of the rights and shall be subject to all the duties applicable to the driver of a vehicle by the laws of this state declaring rules of the road applicable to vehicles or by the traffic ordinances of this city applicable to the driver of a vehicle, except as to special regulations in this article and except as to those provisions of laws and ordinances which by their nature can have no application.

Section 114-122. – Obedience to traffic-control devices.

Any person operating a bicycle shall obey the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer. Whenever authorized signs are erected indicating that no right or left or U-turn is permitted, no person operating a bicycle shall disobey the direction of any such sign, except where such person dismounts from the bicycle to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.

Section 114-123 – Manner of riding

A person propelling a bicycle shall not ride other than astride a permanent and regular seat attached thereto. No bicycle shall be used to carry more persons at one (1) time than the number for which it is designed and equipped.

Section 114-124. – Riding on roadways, cycle tracks and bicycle paths.

Every person operating a bicycle upon a roadway shall ride as near as to the right-hand side of the roadway as practicable, exercising due care when passing a

standing vehicle or one proceeding in the same direction. Persons riding bicycles upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. Whenever a usable path for bicycles has been provided adjacent to a roadway bicycle riders shall use such path and shall not use the roadway.

Section 114-125. – Speed.

No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.

Section 114-125. – Emerging from alley or driveway.

The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across the alleyway, yield the right-of-way to all pedestrians approaching on such sidewalk area and, upon entering the roadway, shall yield the right-of-way to all vehicles approaching on such roadway.

Section 114-126. - Clinging to vehicles.

No person riding upon any bicycle shall attach the sme or himself to any vehicle upon a roadway.

Section 114-127. – Carrying articles.

No person operating a bicycle shall carry any package, bundle or article, which prevents the rider from keeping at least one hand upon the handlebars.

Section 114-128. – Riding on sidewalks.

No person shall ride a bicycle upon a sidewalk within a business district, except those sidewalks which run along a collector street or an arterial street when so designated and marked as a bicycle route. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

This section shall not apply to police officers acting in the line of duty as part of the city's bicycle patrol, except that police officers riding on sidewalks shall operate the bicycle in a safe manner, yielding to the right-of-way and warning pedestrians to the extent possible.

Section 114-129. – Required Equipment

Every bicycle, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front

and with a red reflector on the rear of a type which shall be visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of head lamps on a motor vehicle. A lamp emitting a red light to the rear may be used in addition to the red reflector.

Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheel skid on dry, level, clean pavement.

Section 114-130. – Pedestrian Right-of-way on bicycle facilities

Bicycles shall at all times yield the right-of-way to pedestrians on and across bicycle facilities upon which through pedestrian traffic is also permitted as well as on sidewalks, greenways and multi-use paths.

Section 114-130. – Use of cycle track/bike lanes by motor vehicles

It shall be unlawful for any person to drive, park, stop or stand any motor vehicle in any cycle track/bike lane designated as such unless otherwise permitted, or except when necessary to gain access to and from a public street or alley and/or private driveway or other entrance way, and except that a driver may stop temporarily during the actual loading and unloading of passengers or materials if otherwise permitted in this chapter, or if necessary to obey traffic regulations or signs or signals of a police officer.

The driver of a motor vehicle approaching a turn at an intersecting street or driveway may cross or merge into a bike lane after yielding to other traffic in the bike lane in order to execute the turn.

The driver of a motor vehicle accessing on-street parking adjacent to a bike lane may merge into the bike lane after yielding to other traffic in the bike lane in order to execute the parking maneuver.

DEFINITIONS

Bicycle – a non-motorized vehicle with two (2) or three (3) wheels tandem, a steering handle, one (1) or two (2) saddle seats, and pedals by which the vehicle is propelled, and also bicycles with helper motors rated less than one (1) brake horsepower which produces an ordinary pedaling speed up to a maximum of twenty (20) miles per hour.

Bicycle Facilities – all thoroughfares that provide for bicycle travel including facilities existing within street and highway rights-of-way and facilities along separate and independent corridors.

Shared streets – all existing public or private street rights-of-way where bicycles share the roadway with motor vehicles unless otherwise prohibited by law. Shared streets may utilize signs placed on vertical posts or markings stenciled on the pavement.

Cycle track/bicycle lane/bike lane – those bicycle facilities on existing street rights-of-way where a portion of the roadway is set aside for exclusive bicycle use and designated by (1) signs placed on vertical posts or markings stenciled on the pavement and (2) by a painted line marking the bicycle lane on the pavement with or without delineators.

Multi-use path/greenway – those bicycle facilities on existing street rights-of-way or on a completely separated right-of-way or easement or upon mid across parks, schools or other publicly owned lands where a path is designated for the shared use of bicycles and pedestrians. The parking of any through traffic by motor vehicles is prohibited. Cross-flows by motor vehicles and pedestrians when necessary to gain access to and from a public street or alley and/or a private driveway or other entranceway are permitted.

CURRENT REGULATIONS

Unit 17: Eating places.

Eating places, other than drive-ins, which do not provide dancing or entertainment.

Allowed in Zoning Districts as a permitted use: C-1; C-2; C-3; C-4; C-5; PUD

Allowed as a Conditional Use On Appeal: A-1

PROPOSED CHANGES

UNIT 17A: Eating Places – Eating places where the principal use is the service of food for consumption on the premises and do not provide dancing or entertainment

- **RESTAURANTS—SIT DOWN**

An establishment in which food or beverages are cooked or prepared and offered for sale and where consumption of alcoholic beverages may be permitted on the premises. Outdoor service must be a well-defined space, designed and services to keep debris from blowing off the premises. (Note restaurants must have exterior walls at least two hundred (200) feet from the nearest residentially zoned property line.)

- **SIDEWALK CAFÉ**

An outdoor dining area, not enclosed by a fence or other visual barriers in excess of 36 inches in height, placed on a public right-of-way and contains removable tables, chairs, planters or other appurtenances and is abutting/contiguous to a restaurant that performs food preparation, sanitation, and related services for the sidewalk café.

- **RESTAURANT – WITH CARRY OUT**

An eating establishment in which food or beverages are cooked and/or prepared and offered for sale, where consumption of alcoholic beverages may be permitted on the premises. Outdoor service must be a well-defined space, designed and services to keep debris from blowing off the premises. (Note restaurants must have exterior walls at least two hundred (200) feet from the nearest residentially zoned property line.) Drive-up or walk-up service may be permitted and shall be integrally designed into the development with drive-thru lane and/or drive-thru window located adjacent to the public street network or drives. Exterior signage indicates a carry-out service or dedicated parking stalls for carry-out customer parking.

- **COFFEE HOUSE**

An establishment providing coffee and tea as well as light snacks ranging from baked goods to soups and sandwiches, other casual meals, and light desserts.

Allowed in Zoning Districts as a permitted use: C-1; C-2; C-3; C-4; C-5; PUD
Allowed as a Conditional Use On Appeal: A-1

17B: EATING PLACES – Eating places where the principal use is the service of food for consumption on the premises and may provide dancing or entertainment or through an outdoor ordering facility.

- **RESTAURANTS—SIT DOWN**

An establishment in which food or beverages are cooked or prepared and offered for sale and where consumption of alcoholic beverages may be permitted on the premises. Outdoor service must be a well-defined space, designed and services to keep debris from blowing off the premises. (Note restaurants must have exterior walls at least two hundred (200) feet from the nearest residentially zoned property line.) The establishment may include an area set aside for one or more or any combination of the following: dancing, band, orchestra, disc jockey, karaoke, stage show, or other form of musical or comedy entertainment.

- **RESTAURANT – WITH CARRY OUT**

An establishment in which food or beverages are cooked or prepared and offered for sale, where consumption of alcoholic beverages may be permitted on the premises. Outdoor service must be a well-defined space, designed and services to keep debris from blowing off the premises. (Note restaurants must have exterior walls at least two hundred (200) feet from the nearest residentially zoned property line.) Drive-up or walk-up service may be permitted and shall be integrally designed into the development with drive-thru lane and/or drive-thru window located adjacent to the public street network or drives. Exterior signage indicates a carry-out service or dedicated parking stalls for carry-out customer parking. The establishment may include an area set aside for one or more or any combination of the following: dancing, band, orchestra, disc jockey, karaoke, stage show, or other form of musical or comedy entertainment.

- **COFFEE HOUSE**

An establishment providing coffee and tea as well as light snacks ranging from baked goods to soups and sandwiches, other casual meals, and light desserts. The establishment may include an area set aside for one or more or any combination of the following: dancing, band, orchestra, disc jockey, karaoke, stage show, or other form of musical or comedy entertainment.

- **RESTAURANT – DRIVE IN**

An establishment in which food or beverages are cooked or prepared and a patron is served through a window or other device while remaining in a motor vehicle and has an order box, order window, payment window, pickup

window, drive-in services stall, or similar point of interaction designed to permit or facilitate the serving of food or beverages directly to patrons in automobiles or other vehicles parked on the premises.

- Order box, order window, payment window, pickup window, drive-in services stall, or similar point of interaction for the drive-in shall not be located within 200 feet of any residentially zoned property.
- A variance to the requirement should consider the following:
 - The likelihood that the residentially zoned property will be developed for a residential use or will continue to be utilized for a residential use in the foreseeable future.
 - The degree to which the current or anticipated use of the residentially zoned property is likely to be sensitive to or affected by the noise, headlight glare, exhaust fumes and litter that may result from the operation of the drive-in or drive-through facility.
 - The degree to which the property containing the drive-in or drive-through facility also contains or is proposed to contain landscaping, fencing, berming, and/or other buffering techniques to lessen the impact of the drive-in or drive-through on the residentially zoned property.
 - The degree to which the residentially zoned property has a site configuration, a building design or other physical features which would lessen the impact of the drive-in or drive-through facility on the residentially zoned property.
- Adequate passenger car stacking space shall be provided from the order box or order window to ensure that public right-of-way or common driveway easements will not be blocked due to the drive-in or drive-through facility.

Allowed in Zoning Districts as a permitted use: C-3; C-4; C-5; PUD

Current Regulations

Unit 18: Hotel, motel and entertainment facilities.

Athletic facilities, hotels, motels and certain types of entertainment facilities including restaurants providing dancing, taverns, clubs and lodges.

Specific uses:

Arcade, video or penny	Motel
Athletic facility, indoor	Motion picture theater
Auditorium, commercial	Night club
Billiard and pool parlor	Private club or lodge
Bowling alley	Restaurant providing dancing and/or entertainment
Dance hall	Skating rink
Drive-in restaurant	Tavern
Hotel	Theater, indoor
Membership lodge	

PROPOSED CHANGES

Unit 18: Hotel/motel, Indoor Recreation Facility and Entertainment facilities.

HOTEL/MOTEL

Facility with guest rooms or suites provided with or without a kitchen facility, rented to the general public for transient lodging (less than 30 days). Generally, hotels provide access to most guest rooms from an interior walkway or hallway, and typically include a variety of services in addition to lodging; for example, restaurants, meeting facilities, personal services, etc. Generally motels provide access to most guest rooms from an exterior walkway. Both may include accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

INDOOR COMMERCIAL RECREATIONAL FACILITY

Establishments providing indoor recreational activities for a fee or admission charge, including but not limited to: bowling alley; coin-operated amusement arcade; electronic game arcade (video games, pinball,); ice skating and roller skating; pool and billiard room as primary use; movie theater; live theater. This use does not include adult oriented businesses, which are separately defined.

- **Athletic facility:** An indoor facility, with or without seating for spectators, and providing accommodations for a variety of individual, organized, or franchised sports, including but not limited to basketball, wrestling, soccer, tennis, volleyball, racquetball, or handball. Such facility may also provide other regular organized or franchised events, health and fitness club

facilities, swimming pool, snack bar, restaurant, retail sales of related sports, health or fitness items, and other support facilities.

- **Gymnastic facility:** An indoor facility, with or without seating for spectators, and providing accommodations for a gymnastic and dance classes, practice areas, events and competitions. Such facility may also provide other regular organized retail sales of related sports, health or fitness items, and other support facilities.
- **Billiard/pool hall:** An establishment where people get together for playing cue sports such as pool, snooker or billiards. Such establishments often serve alcohol and may have gaming machines, darts, foosball and other games on the side.
- **Fitness Center/Health Club/Gym:** An establishment that houses exercise equipment for the purpose of physical exercise.
- **Game Arcade (video games, pinball,):** Eight or more electronic games or coin-operated amusements (as defined by Act 1209) in any establishment, or premises where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade as described above; seven or fewer machines are not considered a land use separate from the primary use of the site.
- **Indoor Play Centers:** An establishment to provide children an indoor playground where they can climb, slide, jump, race and play on massive inflatable play structures.
- **Indoor Sports and Recreation Facility:** Predominantly participant sports and health activities conducted entirely within an enclosed building, with the exclusion of secondary uses such as a spa, pool, basketball court, or tennis court. Typical uses include bowling alley, billiard parlor, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs and health clubs. Also see Outdoor Commercial Recreation for spectator venues and uses.

ENTERTAINMENT FACILITY

- **Bar, Lounge or Tavern:** An establishment, the primary activity of which is the sale and consumption on the premises of beer, wine or other liquors, and where food service is secondary to the sale of beer, wine or other liquors. Includes microbreweries where patrons are served beer produced on the premises for on-site consumption.
- **Dance hall:** Any building, premises, pavilion, or place of business wherein dancing is permitted, conducted or engaged in by the public in general, including but not limited to private clubs as defined by ordinance and/or the laws of the State of Arkansas, either for profit or not.
- **Live theater:** An establishment that is a collaborative form of fine art that uses live performers to present the experience of a real or imagined event before a live audience in a specific place. The performers may

communicate this experience to the audience through combinations of gesture, speech, song, music, and dance.

- **Movie theater** (also called a cinema): An establishment for viewing movies (films) that is a commercial operations catering to the general public, who attend by purchasing a ticket. The movie is projected with a movie projector onto a large projection screen at the front of the auditorium or equipped for digital cinema projection, removing the need to create and transport a physical film print.
- **Nightclub (also known as a discothèque, or simply a club or disco):** An entertainment venue which usually operates late into the night. The venue is generally distinguished from bars, pubs or taverns by the inclusion of a dance floor and music by either live bands or, more commonly, a mix of songs played by a DJ through a powerful PA system. Alcohol may or may not be served.
- **Outdoor music establishment:** Any business or establishment that has a garden, patio, rooftop or premises not wholly enclosed by solid walls and fully roofed in which amplified or loud music is played that could be audible at nearby residences or businesses.
- **Clubs, Lodges, and Meeting Halls:** Permanent, headquarters-type and meeting facility for organizations operating on a membership basis for the promotion of the interests of the members, including a facility for: business associations; civic, social and fraternal organizations; labor unions and similar organizations; political organizations; professional membership organizations, and/or other membership organizations.

Allowed in Zoning Districts as a permitted use: C-3; C-4; C-5; PUD

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-40-2002 (ACT 779 of 1999), AND MAKING A COMMITMENT TO PROVIDE MUNICIPAL SERVICES TO SAID PROPERTY AS REQUIRED BY ARK. CODE ANN. §14-40-2002 (ACT 779 of 1999).

WHEREAS, First Security Bank is the owner of the following real property currently located in Tontitown, Washington County, Arkansas, and which is contiguous to and adjacent to the City of Springdale, Arkansas ("the Property")(map attached hereto):

Part of the East Half of the Southeast Quarter of Section (6), Township Seventeen (17) North, Range Thirty (30) West, described as follows: Beginning at the Southeast corner of said 80 acre tract and running thence West 40.44 rods; thence North 88 rods; thence East 4.89 rods; thence North 72 rods; thence East 35.55 rods; thence South 160 rods to the place of beginning, containing 40.00 acres, more or less. LESS AND EXCEPT: part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 17 North, Range 30 West, more particularly described as starting at the Southwest Corner of the NE 1/4 of the SE 1/4 of Section 6; thence North 03°38'00" East, along the west line thereof, a distance of 1153.30 feet to a point on the Southerly existing right-of-way line of State Highway 68 (now 412); thence South 87°30'11" East, along said existing right-of-way line, a distance of 352.51 feet to a point; thence South 87°33'11" East, along said existing right-of-way line, a distance of 380.93 feet, for the point of beginning; thence continuing South 87°33'11" East along said right-of-way line, a distance of 579.42 feet to a point on the east line of the NE 1/4 of the SE 1/4 of Section 6; thence South 02°06'00" West, along said east line, a distance of 5.0 feet to a point on the southerly proposed right-of-way line of State Highway 68 (now 412); thence North 87°33'11" West, along said proposed right-of-way line, a distance of 194.24 feet to a point; thence South 86°44'10" West, along said proposed right-of-way line, a distance of 150.75 feet to a point; thence North 84°07'09" West, along said proposed right-of-way line, a distance of 235.83 feet to a point; thence North 03°38'00" East, a distance of 5.88 feet to the point of beginning, containing 0.14 acres, more or less. Also known as Washington County Parcel 830-37592-000.

WHEREAS, First Security Bank wishes to avail themselves of the detachment and annexation procedure contained in Ark. Code Ann. §14-40-2002, as they are seeking additional municipal services, namely adequate fire protection services to the Property, adequate police protection services to the Property, ambulance services to the Property, water and sewer services to the back 22.90 acre residentially zoned portion, and construction of a public road thereby permitting access to the back 22.90 acre residentially zoned portion of the Property;

WHEREAS, on August 22, 2014, pursuant to Ark. Code Ann. §14-40-2002, First Security Bank made demand upon the City of Tontitown to make a commitment to provide the aforementioned municipal services to the Property;

WHEREAS, on September 18, 2014, the City of Tontitown made a commitment to provide the requested additional services but thereafter failed to take substantial steps to provide the additional services requested in the time required by Ark. Code Ann. §14-40-2002, and the Circuit Court of Washington County, Arkansas, in case number CV 14-2304, has determined and ordered that the City of Tontitown has not complied with the provisions of Ark. Code Ann. §14-40-2002, and has not provided the requested municipal services to the Property as required by Ark. Code Ann. §14-40-2002;

WHEREAS, the City of Springdale, as annexing municipality pursuant to Ark. Code Ann. §14-40-2002, by the adoption of this Ordinance, does hereby commit to take substantial steps within 180 calendar days after the adoption of this Ordinance toward making the requested municipal services available to the Property, and within each 30 day period thereafter, to continue to take steps demonstrating a consistent commitment to provide the requested municipal services to the Property within a reasonable time; and,

WHEREAS, upon the City of Springdale making the commitment to provide the requested municipal services to the Property, First Security Bank now seeks approval of the request for detachment from the City of Tontitown and annexation into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002.

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

SECTION 1: The City of Springdale, Arkansas hereby makes a commitment to provide the requested municipal services to the Property, and to take substantial steps within one hundred eighty (180) days after the passage of this ordinance to make the services available and, within each thirty-day period thereafter, continue taking steps demonstrating a consistent commitment to make the additional services available within a reasonable time, as determined by the kind of services requested.

SECTION 2: Given the commitment made by the City of Springdale, Arkansas, to provide the requested services, the Property is therefore accepted for annexation into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002, and the Property shall hereafter be a part of the City of Springdale.

SECTION 3: The Property is hereby assigned to Ward ____ of the City of Springdale, Arkansas.

PASSED, ADOPTED, AND APPROVED this _____ day of _____,
2015.

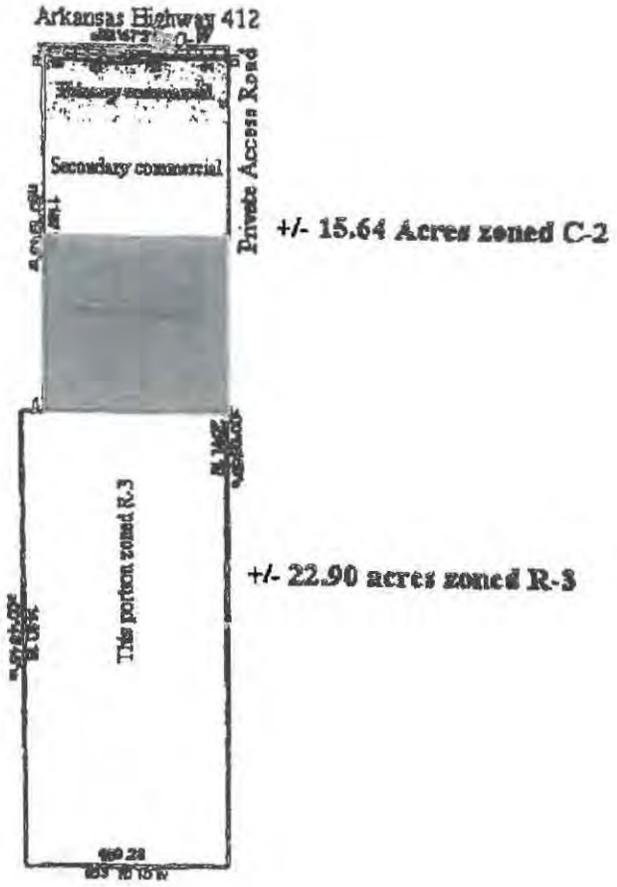
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM JAMES R. SKELTON AND BRENDA L. SKELTON.

WHEREAS, James R. Skelton and Brenda L. Skelton are desirous of making a gift of land to the City of Springdale, Arkansas, said land being more particularly described as follows:

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SW 1/4 OF THE SW 1/4; THENCE SOUTH 89 DEGREES 50'05" EAST 321.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18 DEGREES 51'18" WEST 308.18 FEET; THENCE NORTH 81 DEGREES 12'20" EAST 448.83 FEET; THENCE NORTH 77 DEGREES 35'24" EAST 180.41 FEET; THENCE SOUTH 04 DEGREES 56'55" EAST 213.36 FEET; THENCE SOUTH 40 DEGREES 19'24" WEST 94.18 FEET; THENCE SOUTH 78 DEGREES 10'34" WEST 114.88 FEET; THENCE SOUTH 09 DEGREES 49'11" EAST 96.63 FEET; THENCE NORTH 89 DEGREES 50'05" WEST 389.72 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF PUMP STATION ROAD THAT RUNS THROUGH THE PROPERTY.

LESS AND EXCEPT:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 710.72 FEET, AND NORTH 09 DEGREES 49 MINUTES 11 SECONDS WEST 96.63 FEET, AND NORTH 78 DEGREES 09 MINUTES 41 SECONDS EAST 30.02 FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND RUNNING THENCE NORTH 09 DEGREES 53 MINUTES 24 SECONDS WEST 267.97 ALONG THE EAST RIGHT-OF-WAY OF PUMP STATION ROAD, THENCE LEAVING SAID RIGHT-OF-WAY NORTH 77 DEGREES 35 MINUTES 24 SECONDS EAST 175.42 TO A FOUND IRON PIN, THENCE SOUTH 04 DEGREES 56 MINUTES 29 SECONDS EAST 213.41 TO A FOUND IRON PIN, THENCE SOUTH 40 DEGREES 19 MINUTES 34 SECONDS WEST 94.06 TO A FOUND IRON PIN, THENCE SOUTH 78 DEGREES 09 MINUTES 41 SECONDS WEST 84.60 TO THE POINT OF BEGINNING, AND BEING SHOWN AS TRACT B AND PLAT RECORD 2005 AT PAGE 721. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

And as shown on the attached Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, accept the above described property from James R. Skelton and Brenda L. Skelton upon proof being provided that the above-described property will be transferred with good and clear title.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

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, LOCATED AT 3984 POWELL ST.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

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

Part of the East half (E 1/2) of the Northwest quarter (NW 1/4) of Section Thirteen (13), Township Seventeen (17) North of Range Thirty (30) West, more particularly described as follows, to-wit: Beginning at the Southeast corner of said 20 acre tract, thence North 132 feet, thence West 660 feet, thence South 132 feet; thence East 660 feet to the point of beginning, and containing two (2) acres, more or less, subject to roadways and easements, if any.

Commonly known as 3984 Powell St., Springdale, Washington County, Arkansas
Tax Parcel No. 815-29339-240

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 a 3984 S. Powell St., 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 _____ day of _____, 2015.

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:

ssparkman@springdalear.gov

September 9, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

*Ernest B. Cate
City Attorney*

*Taylor Samples
Senior Deputy
City Attorney*

*Sarah Sparkman
Deputy City Attorney*

*David D. Phillips
Deputy City Attorney*

*Lynda Belvedere
Case Coordinator/
Victim Advocate*

*Steve Helms
Investigator*

*Cindy Horlick
Administrative Legal
Assistant/Paralegal*

Jack C. Smith and Dorothy M. Smith
3934 S. Powell St.
Springdale, AR 72764

United Bank
2600 S. Thompson St.
Springdale, AR 72764

Legacy National Bank
4055 W. Sunset Ave.
Springdale, AR 72762

RE: Property located at 3984 S. Powell St., Springdale, Washington
County, Arkansas,
Tax Parcel No. 815-29339-240

Dear Property Owners/Lienholders:

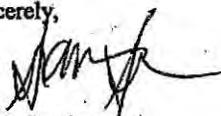
The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 3984 S. Powell St., and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 3984 S. Powell St., Springdale, Arkansas, was unsafe and could not be occupied 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, October 19, 2015, 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, October 27, 2015. 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,



Sarah Sparkman
Deputy City Attorney

enclosure
SS:ch

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">United Bank 2600 S. Thompson St. Springdale, AR 72764</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7014 1200 0001 0759 5000</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Legacy National Bank 4055 W. Sunset Ave. Springdale, AR 72762</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7014 1200 0001 0759 4997</p>