

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

- Monday, June 20<sup>th</sup>, 5:30 p.m. is the next Committee meetings.
  - Committee agendas will be available on Friday, June 17<sup>th</sup>, 2016.

**SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, June 14<sup>th</sup>, 2016**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – RICK CULVER

6:00 p.m. OFFICIAL AGENDA

1. *Large Print* agendas are available at the back of the room, next to the main entrance.
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk  
  
Recognition of a Quorum.
4. Comments from Citizens  
  
The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes
  - a) May 24<sup>th</sup>, 2016 (3-17)
6. Procedural Motions
  - A. Entertain Motion to read all Ordinances and Resolutions by title only.
  - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....8; 11 a-c; 12; 13* (Motion must be approved by two-thirds (2/3) of the council members).
7. **Public Hearing** on a petition to vacate a dedicated public street known as Cherryhill Avenue.
8. **An Ordinance** vacating a dedicated public street known as Cherryhill Avenue, pursuant to Ark. Code Ann. §14-301-301, *et seq*, declaring an emergency; and for other purposes. Item presented by Ernest Cate, City Attorney. (18-20)
9. **A Resolution** approving appointments to The Board of Commissioners of the Housing Authority of the City of Springdale. Item presented by Wyman Morgan, Director of Administration & Finance. (21-22)
10. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
  - A. **A Resolution** authorizing the sale of property to Tyson 2016, LLC. Committee recommended approval. (23-25)
  - B. **A Resolution** authorizing the Mayor and City Clerk to execute a Memorandum of Understanding with the Springdale Water & Sewer Commission for streetscape improvements to Emma Avenue pursuant to The Downtown Master Plan. Committee recommended approval. (26-28)

11. Health, Sanitation & Property Maintenance Committee by Chairman Jim Reed:
  - A. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 10691 W. Gibbs Rd.; to declare an emergency and for other purposes. Committee recommended approval. (29-33)
  - B. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 3984 Powell; to declare an emergency and for other purposes. (34-39)  
Previously tabled from April 12<sup>th</sup>, 2016 City Council Meeting.
  - C. **An Ordinance** authorizing the City of Springdale, Arkansas, to provide water service and sanitary sewer service in the City of Johnson, Arkansas; confirming inter-municipal water and sewer agreements to be signed by the Mayor and the City Clerk; and for other purposes. Committee recommended approval. (40-71)
12. **An Ordinance** repealing Ordinance No. 5055 as it pertains to 4622 Falcon St. (Parcel #815-29789-430). Item presented by: Ernest Cate, City Attorney. (72)
13. **An Ordinance** authorizing the City Clerk to file a Clean-up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas. 2849 Amhurst Loop, 1714 Sisco Ave., and 2403 Sycamore Pl. Item presented by Ernest Cate, City Attorney (73-105)
14. Comments from Department Heads.
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor Doug Sprouse.
18. Adjournment.

SPRINGDALE CITY COUNCIL  
MAY 24, 2016

The City Council of the City of Springdale met in regular session on May 24, 2016, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Patsy Christie	Planning & Comm. Dev. Director
Ron Hritz	Police Captain
Kevin McDonald	Assistant Fire Chief
Sam Goade	Public Works Director
Mike Chamlee	Chief Building Official
Bill Mock	Parks & Recreation Director
James Breakfield	Engineering Department
Melissa Reeves	Public Relations Director
Courtney Kremer	Animal Services Director

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the May 10, 2016 City Council meeting be approved as presented. Alderman Jaycox made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY A REZONING REQUEST BY VICTOR VELAZQUEZ (CCO INVESTMENT) FOR PROPERTY LOCATED AT 1324 W. SUNSET, FROM C-2 TO C-6

Victor Velazquez presented an appeal of the Planning Commission's decision on May 3, 2016 to deny a rezoning request for property located at 1324 W. Sunset, from C-2 to C-6. The owner would like to have auto sales at this location. There used to be a service station but the tanks are being removed and the car wash is also being removed.

Patsy Christie said some of the concerns at Planning Commission were the size of the lot and the ability to use it for a car lot with the current structures on there. It was denied by a 7-2 vote.

Mr. Velazquez asked if there were some things that the owner could do to maybe allow them to build the car lot.

Discussion was held regarding the owner removing all the buildings on the property.

Before the same rezoning request could be put back on the Planning Commission agenda, it would have to be proven that there have been enough changes and it is significantly different than the original request.

No action was taken by City Council. The Planning Commission's decision to deny stands.

PROPOSED ORDINANCE VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS EAST MEADOW AVENUE, PURSUANT TO ARK. CODE ANN. §14-301-301, ET SEQ; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate reported this item was tabled for six months by City Council at their November 24, 2015 meeting. It has been decided that the parties involved would like to withdraw this ordinance from the agenda. When the time is right it will be resubmitted.

ORDINANCE NO. 5045 – AMENDING SECTION 14-66 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES (PERTAINING TO SPRINGDALE ANIMAL SERVICES)

Alderman Mike Overton presented an Ordinance amending Section 14-66 of the Code of Ordinances of the City of Springdale, which contains the fees charges by Springdale Animal Services. The fees for the use of skunk and cat traps are in need of revising. The deposit on traps will increase from \$20.00 to \$75.00.

After reading the title of the Ordinance, Alderman Jaycox moved the Ordinance “Do Pass”. Alderman Reed made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5045.

ORDINANCE NO. 5046 – AMENDING CHAPTER 98 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES (SIGNS)

Alderman Mike Overton presented an Ordinance amending Chapter 98 of the Code of Ordinances of the City of Springdale, Arkansas; to declare an emergency and for other purposes pertaining to billboard regulations.

Alderman Overton recommended paragraph (11) in the ordinance be amended to read as follows:

(11) In the event of existing billboards located in the downtown area, as designated in the adopted Downtown Master Plan, the billboard may be relocated to another location outside of the defined area that meets the requirements set forth in this chapter. An application for downtown billboard relocation shall be submitted to and reviewed by the Planning Commission and then forwarded to City Council for approval. Relocation of a downtown billboard approved by the City Council shall not violate the city's moratorium requirements on billboards.

After reading the title of the Ordinance, Alderman Overton moved the Ordinance “Do Pass” as amended. Alderman Jaycox made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5046.

RESOLUTION NO. 46-16 – AUTHORIZING THE SALE OF AN AMBULANCE TO THE CITY OF LOWELL

Alderman Ford presented a Resolution authorizing the sale of a 2007 Ford ambulance to the City of Lowell for \$20,000.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING THE SALE OF AN AMBULANCE TO THE CITY OF LOWELL**

**WHEREAS**, the City of Springdale has used ambulances to dispose of when we acquire newer equipment, and

**WHEREAS**, we currently have for disposal a 2007 Ford ambulance manufactured by Braun Industries with current mileage of 109,364, and;

**WHEREAS**, the City of Lowell is in need of a reserve ambulance and has offered \$20,000 for this ambulance;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** that the Mayor is hereby authorized to sell the 2007 Ford ambulance to the City of Lowell for \$20,000.

**PASSED AND APPROVED** this \_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

Discussion was held on which fund the money received should be deposited in. City Council wanted them to put the money back into the Ambulance Equipment Replacement Fund.

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

The vote:

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

No: None

The Resolution was numbered 46-16.

RESOLUTION NO. 47-16 – AUTHORIZING FUNDS FROM THE CAPITAL IMPROVEMENT PROJECT FUND FOR SPRINGDALE'S STATE AID CITY STREET PROJECT

Public Works Director Sam Goade presented a Resolution authorizing funds from the Capital Improvement Project Fund for Springdale's State Aid City Street project. Under the State Aid program we are reconstructing the following streets:

- |   |                |           |
|---|----------------|-----------|
| 1 | Elmdale Street | .07 Miles |
| 2 | Ross Avenue    | .24 Miles |
| 3 | Hinshaw Street | .07 Miles |
| 4 | Sunrise Avenue | .27 Miles |
| 5 | Graham Street  | .19 Miles |

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING FUNDS FROM THE CAPITAL IMPROVEMENT PROJECT FUND FOR SPRINGDALE'S STATE AID CITY STREET PROJECT**

**WHEREAS,** the City of Springdale has been awarded a grant of \$250,000, and

**WHEREAS,** the low bid for this project was from Hutchens Construction Co. in the amount of \$501,962.17, and

**WHEREAS,** the City of Springdale's share of the project will be \$251,962.17;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of a maximum of \$251,962.17 of funds from the Capital Improvement Projects Fund is hereby approved for Springdale's State Aid City Street Project.**

**PASSED AND APPROVED** this \_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 47 -16.

**RESOLUTION NO. 48-16 – AUTHORIZING AN ADMINISTRATIVE SETTLEMENT FOR TRACT 3 ON THE CAMBRIDGE STREET IMPROVEMENT PROJECT (CP-1511)**

Alderman Rick Evans presented a Resolution authorizing an administrative settlement for Tract 3 on the Cambridge Street Improvement Project (CP-1511). The owners are Glen Dale and Joan Johnson. They will be compensated \$10,000 for the tract.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING AN ADMINISTRATIVE SETTLEMENT FOR TRACT 3 ON THE CAMBRIDGE STREET IMPROVEMENTS PROJECT (CP-1511)**

**WHEREAS**, the City of Springdale has a street improvement project on Cambridge Street between Don Tyson Parkway and Chapman Avenue that requires acquisition of easements to accommodate construction, and

**WHEREAS**, the Tract 3 property will incur expenses and hardships due to the proposed improvements, and

**WHEREAS**, a counter offer was proposed and approved at Committee to increase compensation by \$3,300.00 to address these issues, and

**WHEREAS**, this project is utilizing federal funds which require acquisition of easements to be in compliance with the Uniform Act which requires the execution of an administrative settlement;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to**

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execute an Administrative Settlement for the increased compensation to the owners of Tract 3 in the amount of \$3,300.00 for a total compensation amount of \$10,000.00.

**PASSED AND APPROVED** this \_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 48 -16.

ORDINANCE NO. 5047 – ACCEPTING THE REPLAT OF LOTS 84 AND 85,  
SOUTHWIND TERRACE SUBDIVISION, PHASE VI, TO THE CITY OF  
SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Lots 84 and 85, Southwind Terrace Subdivision, Phase VI, to the City of Springdale, Arkansas and declaring an emergency.

After reading the title of the Ordinance, Alderman Reed moved the Ordinance “Do Pass”. Alderman Evans made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5047.

ORDINANCE NO. 5048 – ACCEPTING THE FINAL PLAT OF THE BUSINESS PARK AT BRUSH CREEK, A COMMERCIAL SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat of The Business Park at Brush Creek, a commercial subdivision to the City of Springdale, Arkansas and declaring an emergency.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance “Do Pass”. Alderman Reed made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5048.

ORDINANCE NO. 5049 – REZONING .08 ACRES OWNED BY THE PENTECOSTAL CHURCH OF SPRINGDALE LOCATED AT 1006 N. THOMPSON, FROM C-2 TO P-1 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .08 acres owned by the Pentecostal Church of Springdale located at 1006 N. Thompson, from C-2 to P-1 and declaring an emergency.

Planning Commission recommended approval at their May 3, 2016 meeting.

After reading the title of the Ordinance, Alderman Reed moved the Ordinance “Do Pass”. Alderman Evans made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5049.

ORDINANCE NO. 5050 – REZONING 3.56 ACRES OWNED BY TERRY PINKLEY LOCATED ON SOUTH DOWNUM ROAD, NORTH OF COUNTY LINE ROAD, FROM A-1 TO C-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.56 acres owned by Terry Pinkley located on South Downum Road, North of County Line Road, from A-1 to C-2 and declaring an emergency.

Planning Commission recommended approval by a 6-3 vote at their May 3, 2016 meeting.

After reading the title of the Ordinance, Alderman Reed moved the Ordinance “Do Pass”. Alderman Culver made the second.

Mrs. Christie said the Land Use Plan shows low density in this area and recommended this not be approved.

Mr. Pinkley is proposing to build self-storage units at this location. He said he lives on this property and is ready to move forward with the storage buildings.

Discussion was held at Planning Commission to create a conditional use for storage buildings in an A-1 zone.

Derl Howerton, 218 Pinkley Road, owns property located south of this property. He feels like this is a spot zoning and that storage buildings are not appropriate for this area.

There were some concerns with rezoning the property to commercial.

After discussion, the vote was taken:

Yes: Lawson, Evans, Reed, Culver, Watson

No: Ford, Jaycox, Overton

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

The vote:

Yes: Lawson, Evans, Reed, Culver, Watson, Ford

No: Jaycox, Overton

The Ordinance was numbered 5050.

Alderman Watson asked that a proposal to have a conditional use for storage facilities in an A-1 zone be sent to Planning Commission for study.

ORDINANCE NO. 5051 – REZONING .25 ACRES OWNED BY DTE, INC. LOCATED ALONG THE EAST SIDE OF S. 56<sup>TH</sup> STREET, APPROXIMATELY 1,000 FEET SOUTH OF DON TYSON PARKWAY, FROM C-2 AND O-1 TO C-5 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .25 acres owned by DTE, Inc. located along the east side of S. 56<sup>th</sup> Street, approximately 1,000 feet south of Don Tyson Parkway, from C-2 and O-1 to C-5 and declaring an emergency.

Planning Commission recommended approval at their May 3, 2016 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5051.

ORDINANCE NO. 5052 – REZONING LOTS 5-13 AND LOT 46 OF OZARK BUSINESS PARK SUBDIVISION OWNED BY MATHIAS SHOPPING CENTERS INC. LOCATED ON THE EAST SIDE OF FUTURE 56<sup>TH</sup> STREET, NORTH OF BLEAUX AVENUE AND WEST OF SKYLAR STREET, FROM O-1 TO C-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning Lots 5-13 and Lot 46 of Ozark Business Park Subdivision owned by Mathias Shopping Centers Inc. located on the east side of future 56<sup>th</sup> Street, north of Bleaux Avenue and west of Skylar Street, from O-1 to C-2 and declaring an emergency.

Planning Commission recommended approval at their May 3, 2016 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5052.

ORDINANCE NO. 5053 – REZONING 3.98 ACRES OWNED BY WIREWOOD LLC  
LOCATED AT 894 SOUTH 40<sup>TH</sup> STREET, FROM C-2 TO I-1 AND DECLARING AN  
EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.98 acres owned by Wirewood LLC located at 894 South 40<sup>th</sup> Street, from C-2 to I-1 and declaring an emergency.

Planning Commission recommended approval at their May 3, 2016 meeting.

After reading the title of the Ordinance, Alderman Evans moved the Ordinance “Do Pass”. Alderman Reed made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5053.

RESOLUTION NO. 49-16 – APPROVING A CONDITIONAL USE APPEAL BY  
CASSIE STOUT FOR A HOME OCCUPATION/CHILD CARE LOCATED AT 1902  
JEAN STREET AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Cassie Stout for a Use Unit 28 (Home Occupation/Child Care) located at 1902 Jean Street as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their May 3, 2016 meeting.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING A CONDITIONAL  
USE AT 1902 JEAN STREET AS SET FORTH IN  
ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on May 3, 2016, on a request by Cassie Stout for a Use Unit 28 (Home Occupation/Child Care) in a Low/Medium Density Single Family Residential District (SF-2).

**WHEREAS**, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a conditional use be granted to Cassie Stout

for a Use Unit 28 (Home Occupation/Child Care) in a Low/Medium Density Single Family Residential District (SF-2) with the following conditions – No conditions set.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Cassie Stout for a Use Unit 28 (Home Occupation) in a Low/Medium Density Single Family Residential District (SF-2) with the following conditions – No conditions set.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF MAY, 2016.**

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 49 -16.

**RESOLUTION NO. 50-16 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 56<sup>TH</sup> STREET BUSINESS PARK IN CONNECTION WITH PP16-02, A PRELIMINARY PLAT**

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to 56<sup>th</sup> Street Business Park in connection with PP16-02, a preliminary plat.

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

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

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

RESOLUTION NO. \_\_\_\_

**A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 56<sup>TH</sup> STREET BUSINESS PARK IN CONNECTION WITH PP16-02 A PRELIMINARY PLAT**

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to 56<sup>th</sup> Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with PP16-02 a Preliminary Plat for 56<sup>th</sup> Street Business Park and the Planning Commission recommends approval of the waiver request.

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

**Option 1: Grants a waiver of street improvements to 56<sup>th</sup> Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with PP16-02 a Preliminary Plat for 56<sup>th</sup> Street Business Park.**

PASSED AND APPROVED THIS \_\_\_\_ DAY OF MAY, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 50-16.

ORDINANCE NO. 5054 – ORDERING THE RAZING AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 906 MOCKINGBIRD, 970 MOCKINGBIRD, 908 MOCKINGBIRD, 910 MOCKINGBIRD, 1214 S. THOMPSON, 1216 S. THOMPSON AND 1218 S. THOMPSON; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance ordering the razing and removal of a certain residential structure within the City of Springdale, Arkansas, located at 906 Mockingbird, 970 Mockingbird, 908 Mockingbird, 910 Mockingbird, 1214 S. Thompson,

1216 S. Thompson and 1218 S. Thompson; to declare an emergency and for other purposes.

Adan Soto-Rivera is the owner of all these properties and has been notified by the City of Springdale that he has 30 days to purchase a building permit and to commence repairs on the properties or to demolish and remove the buildings from the property.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5054.

RESOLUTION NO. 51-16 – SUPPORTING THE PASSAGE OF ISSUE 3, AN AMENDMENT TO THE ARKANSAS CONSTITUTION TO ENCOURAGE JOB CREATION, JOB EXPANSION AND ECONOMIC DEVELOPMENT

Mayor Doug Sprouse presented a Resolution to support the passage of Issue 3, an amendment to the Arkansas Constitution to encourage job creation, job expansion and economic development.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION IN SUPPORT OF THE PASSAGE OF ISSUE 3, AN AMENDMENT TO THE ARKANSAS CONSTITUTION TO ENCOURAGE JOB CREATION, JOB EXPANSION AND ECONOMIC DEVELOPMENT**

**WHEREAS**, during the 2015 Regular Legislative Session, the Arkansas General Assembly referred Senate Joint Resolution 16 (SJR 16), *An Amendment to the Arkansas Constitution Concerning Job Creation, Job Expansion, and Economic Development* (the "Amendment"), to the voters of Arkansas on the 2016 General Election Ballot; and,

**WHEREAS**, the Amendment will enhance Arkansas's ability to compete for large employers in communities throughout the state by removing the cap on general obligation bonds issued under Amendment 82 of the Arkansas Constitution, while still requiring approval from the General Assembly; and,

**WHEREAS**, the Amendment will empower local communities to participate in economic development by providing clear, consistent definitions in the Arkansas Constitution for "economic development projects," "economic development services," and "infrastructure; and,

SPRINGDALE CITY COUNCIL  
MAY 24, 2016

**WHEREAS**, the Amendment will clarify language of Amendment 62 of the Arkansas Constitution, broadening the ability of local municipalities, counties, and school districts to enter “compact” agreements to share revenue and/or costs to pursue economic development projects, with voter approval; and,

**WHEREAS**, the Amendment will give cities and counties clear authority to spend local dollars for economic development projects by clarifying the allowable use of revenue from a local, voter-approved economic development sales tax; and,

**WHEREAS**, the Amendment will allow cities and counties to issue bonds for “economic development projects,” with voter approval; and,

**WHEREAS**, the Amendment is essential to the future economic growth of Arkansas and will provide cities and counties the tools needed to create jobs for their citizens.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:**

That the Springdale City Council does hereby endorse and support the passage of the Amendment to the Arkansas Constitution to Encourage Job Creation, Job Expansion, and Economic Development, as it appears on the November 2016 General Election Ballot as Issue 3.

**PASSED AND APPROVED** this \_\_\_\_ day of May, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 51 -16.

ORDINANCE NO. 5055 -- AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on the following properties located within the City of Springdale, Washington County, Arkansas:

4622 Falcon Rd. (Parcel #815-29789-430)  
1714 Sisco Ave. (Parcel #815-20473-000)  
2403 Sycamore Pl. (Parcel #815-27282-000)

SPRINGDALE CITY COUNCIL  
MAY 24, 2016

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5055.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:26 p.m.

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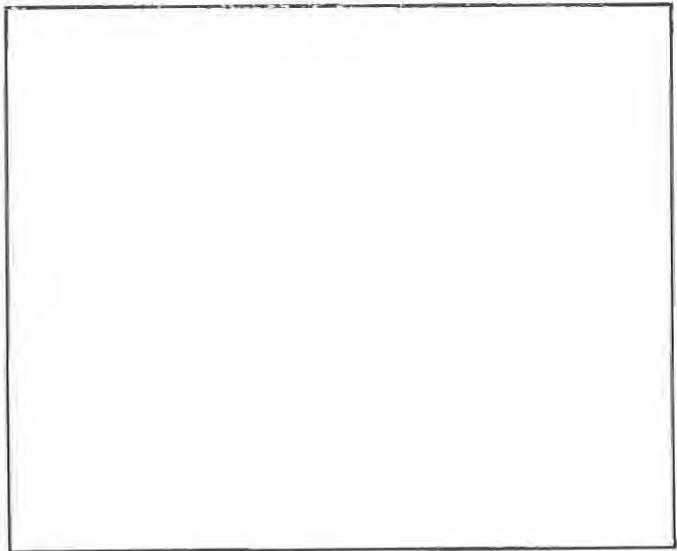
Doug Sprouse, Mayor

---

Denise Pearce, City Clerk/Treasurer

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING A DEDICATED PUBLIC STREET KNOWN AS CHERRYHILL AVENUE, PURSUANT TO ARK. CODE ANN. §14-301-301, *et seq.* DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**



**WHEREAS**, a petition was duly filed with the City Council of the City of Springdale, Arkansas asking the City of Springdale to vacate and abandon a dedicated public street described as follows (a map of the area to be vacated is attached hereto as Exhibit "A" and is incorporated herein by reference):

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF PHASE I OF OAK VALLEY SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN IN PLAT RECORD "O" AT PAGE 311, THENCE ALONG THE SOUTH LINE OF SAID LOT 11 NORTH 89°58'56" EAST A DISTANCE OF 131.68 FEET TO A POINT ON A CURVE, THENCE 52.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'04" EAST AND A CHORD DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 7, BLOCK 2 OF PHASE I OF OAK VALLEY SUBDIVISION, THENCE ALONG THE NORTH LINE OF SAID LOT 7 SOUTH 89°58'56" WEST A DISTANCE OF 131.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, THENCE NORTH 0°01'53" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES (6,358.5 SQUARE FEET), MORE OR LESS, AS INDICATED ON THE ATTACHED EXHIBIT "A".

**WHEREAS**, after due notice as required by law, the City Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the portion of the street herein described has heretofore been dedicated to the public use for a street;

**WHEREAS**, all owners of property abutting the portion of street herein described have filed their written consent to the abandonment and vacating of the portion of the street herein described; and

**WHEREAS**, public interest and welfare will not be adversely affected by the abandonment of the street herein described.

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

**Section 1:** That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its right-of-way interests, with the rights of the public generally, in and to a dedicated public street described hereinabove.

**Section 2:** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

**Section 3:** The Council further finds that pursuant to Arkansas law, upon abandonment of this right-of-way, the ownership of the property where the right-of-way is located as shown on the plat, shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the right-of-way so abandoned, and the ownership shall be free from the easement of the City for public use as a street. Provided, however, that the City of Springdale will retain the rights of any utility/drainage easements which may exist across this property.

**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 in effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

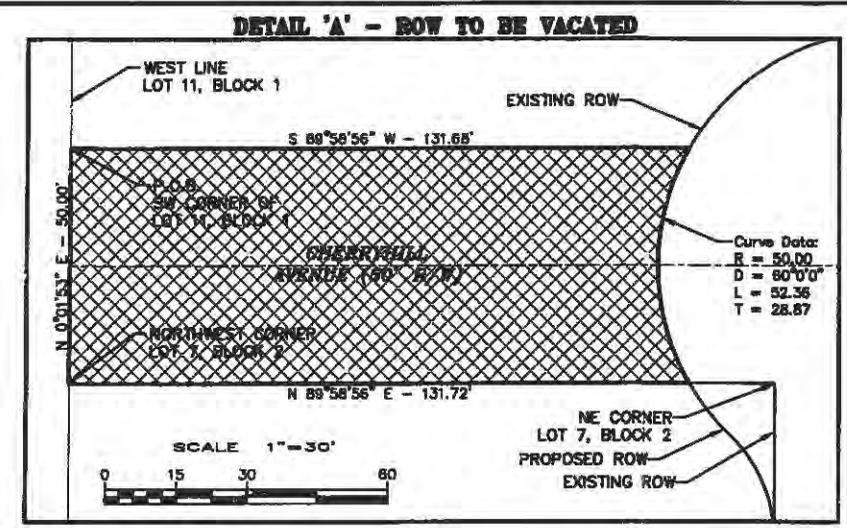
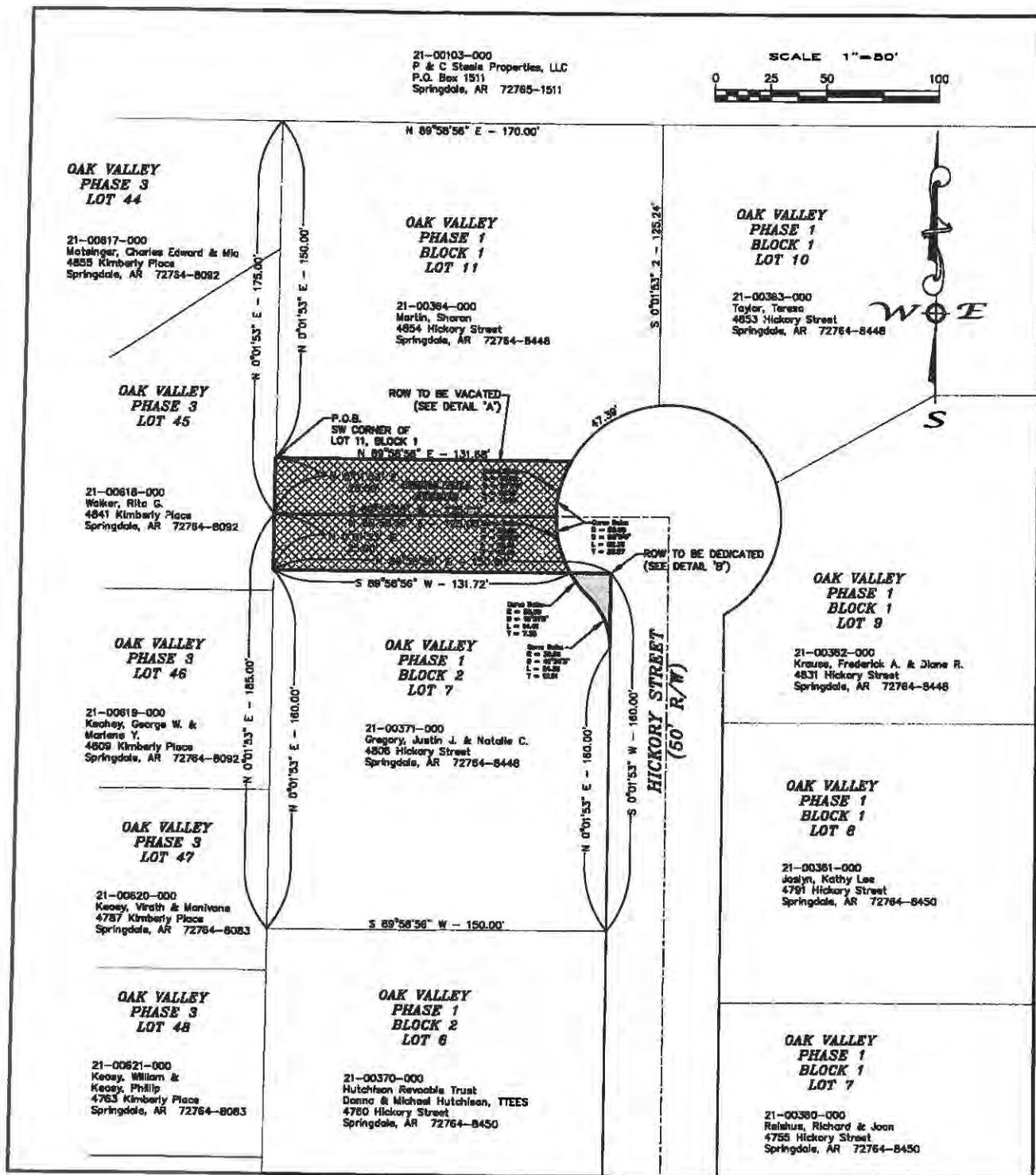
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



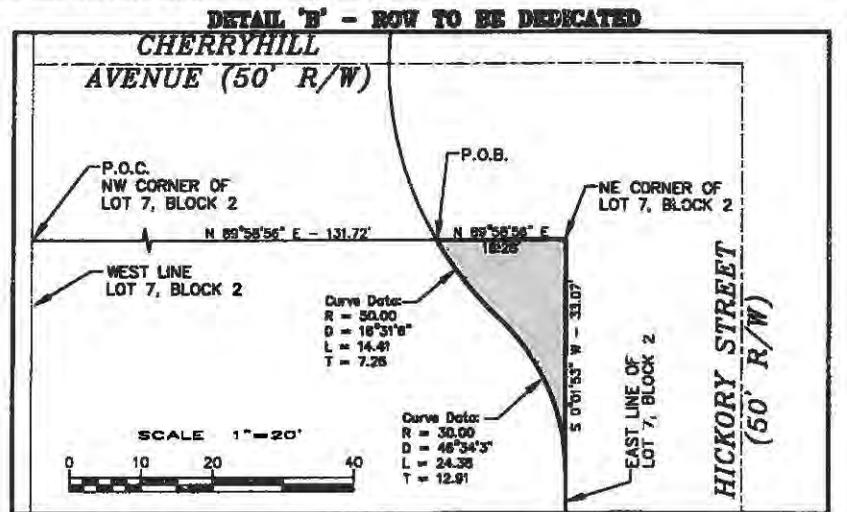
**EXHIBIT B-STREET ROW VACATION/DEDICATION**  
**PHASE I OF OAK VALLEY SUBDIVISION**  
**SPRINGDALE, BENTON COUNTY, ARKANSAS**

REVISION	DATE	DESCRIPTION

SCALE: AS SHOWN  
 DATE: Feb. 2019  
 SHEET NO. 1  
 P.L. # 15975



**LEGAL DESCRIPTION (ROW TO BE VACATED):**  
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 1 OF PHASE I OF OAK VALLEY SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN IN PLAT RECORD "O" AT PAGE 311, THENCE ALONG THE SOUTH LINE OF SAID LOT 11 NORTH 89°58'56" EAST A DISTANCE OF 131.68 FEET TO A POINT ON A CURVE, THENCE 52.36 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 0°01'04" EAST AND A CHORD DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF LOT 7, BLOCK 2 OF PHASE I OF OAK VALLEY SUBDIVISION, THENCE ALONG THE NORTH LINE OF SAID LOT 7 SOUTH 89°58'56" WEST A DISTANCE OF 131.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, THENCE NORTH 0°01'53" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES (6,388.5 SQUARE FEET), MORE OR LESS.



**LEGAL DESCRIPTION (ROW TO BE DEDICATED):**  
 COMMENCING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 2 OF PHASE I OF OAK VALLEY SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN IN PLAT RECORD "O" AT PAGE 311, THENCE ALONG THE NORTH LINE OF SAID LOT 7 NORTH 89°58'56" EAST A DISTANCE OF 131.72 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°58'56" EAST A DISTANCE OF 18.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, THENCE ALONG THE EAST LINE OF SAID LOT 7 SOUTH 0°01'53" WEST A DISTANCE OF 33.07 FEET TO A POINT ON A CURVE, THENCE 24.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 23°15'08" WEST AND A CHORD DISTANCE OF 23.72 FEET TO A POINT ON A TANGENT CURVE, THENCE 14.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 38°16'37" WEST AND A CHORD DISTANCE OF 14.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (224.1 SQUARE FEET), MORE OR LESS.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING APPOINTMENTS TO  
THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE CITY OF  
SPRINGDALE**

**WHEREAS**, Derek Gibson is currently serving on the Board of Commissioners and has proven to be a valuable member of this Commission; and

**WHEREAS**, Derek Gibson's term expired April 9<sup>th</sup>, 2016; and

**WHEREAS**, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, have re-appointed Derek Gibson to a term beginning April 9<sup>th</sup>, 2016 and expiring on April 9<sup>th</sup>, 2021, subject to City Council approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the appointment of Derek Gibson to the Board of Commissioners of the Housing Authority is hereby approved.

**PASSED AND APPROVED** this 14<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



**SPRINGDALE HOUSING AUTHORITY**



P.O. Box 2085  
Applegate Apts. Office  
Springdale, Ar. 72765-  
Phone: 479-751-0560  
Fax: 479-756-8059  
TTY/TDD 800-285-1131 or 711

**Resolution 666-16  
CERTIFICATE OF REAPPOINTMENT**

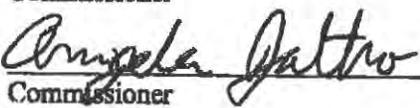
We the Commissioners for the Housing Authority of the City of Springdale,  
Arkansas, by virtue of the Authority vested in us by the Act to Provide a Method of Filling  
Vacancies on Municipal Housing Authority Boards, Code 114-169-208. Appointment, ect., of  
commissioners, employees, do hereby reappoint Derek Gibson as a  
Commissioner of the Housing Authority of the City of Springdale,  
Arkansas, for a term beginning 4/9/2016 and to expire on 4/9/2021.

IN WITNESS WHEREOF, we have hereunto signed our names as Commissioners of  
the Housing Authority of the City of Springdale, Arkansas,  
and cause the official Corporate Seal of said Authority of Springdale, Arkansas, to  
be attached hereto this 25<sup>th</sup> day of May, 2016.

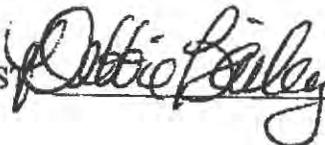
  
\_\_\_\_\_  
Commissioner, Chairman

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTES  Secretary

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE SALE OF  
PROPERTY TO TYSON 2016, LLC.**

**WHEREAS**, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

A Part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Sixteen (16), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described as follows: Commencing at the Northwest corner of said 40 acre tract, said point being a set cotton spindle in Dearing Road; thence S 01°14'50" W 210.00 feet to a set 1/2" iron rebar for the true point of beginning; thence S 88°39'42" E 511.99 feet to a set 1/2" iron rebar on the West right-of-way of Interstate 540; thence S 00°36'07" E along said right-of-way 291.40 feet to an existing A.H.C. Monument; thence S 00°33'08" E along said right-of-way 161.34 feet to an existing iron; thence leaving said right-of-way, S 38°10'12" W 103.38 feet to an existing iron; thence N 88°43'57" W 464.35 feet to an existing iron; thence N 01°14'50" E 535.80 feet to the POINT OF BEGINNING, Containing 6.34 acres, more or less, Washington County, Arkansas. LESS AND EXCEPT Part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at a Cotton Picker Spindle found at the West Sixteenth Corner of Sections 9 and 16; thence along the West line of said Northeast Quarter of the Northwest Quarter, South 2°31'40" West a distance of 210.00 feet to the POINT OF BEGINNING; thence South 87°00'25" East a distance of 125.39 feet; thence South 87°30'49" East a distance of 386.64 feet to the Western Right of Way of I-540 as established by AHTD Job 1534 Section 1; thence along said Western Right of Way, South 0°40'06" West a distance of 452.74 feet; thence South 39°31'19" West a distance of 103.36 feet; thence North 87°28'21" West a distance of 287.86 feet to the Western Right of Way of I-540 as established by AHTD Job 040527; thence along said Western Right of Way the following bearings and distances: North 42°47'00" West a distance of 202.36 feet; North 11°39'56" West a distance of 133.77 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence along said West line, North 2°31'40" East a distance of 263.80 feet to the POINT OF BEGINNING and containing 5.94 acres (258,878 square feet) more or less as shown on AHTD plans referenced as Job 040527, containing .40 acres, more or less.

**WHEREAS**, the City acquired the Property by way of an eminent domain action in 2013, and is an uneconomic remnant;

**WHEREAS**, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

**WHEREAS**, Tyson 2016, LLC., has made an offer to purchase the Property from the City for the sum of \$2,500.00;

**WHEREAS**, the amount offered by Tyson 2016, LLC, for the Property is reasonable in that it would allow the proposed buyer to combine the Property with adjacent property it is acquiring and/or already owns at this particular location;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Tyson 2016, LLC, for the total sum of \$2,500.00, plus any associated closing costs.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

\_\_\_\_\_  
Denise Pearce, City Clerk

**APPROVED:**

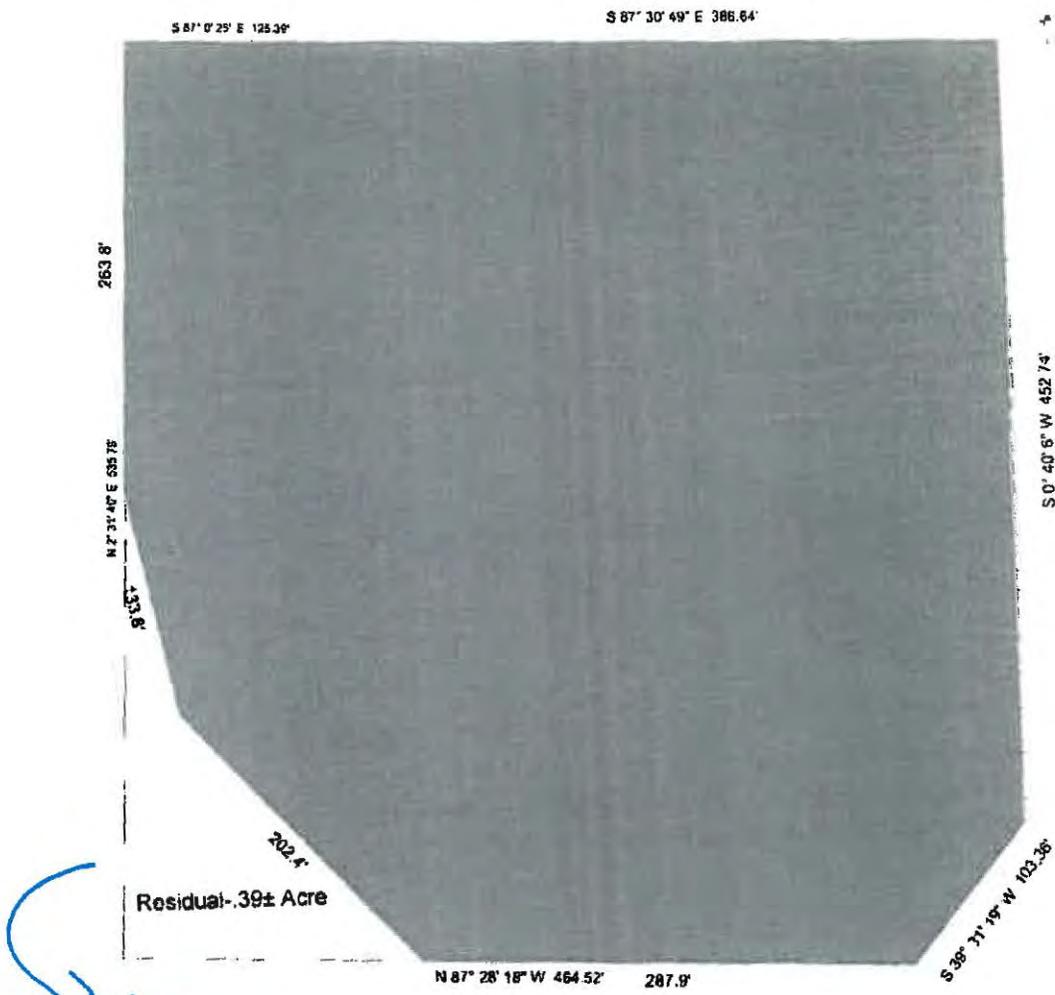
\_\_\_\_\_  
Ernest B. Cate, City Attorney



# SITE SKETCH

6.33± Acres

Acquisition Area 4-5.94± Acres



→ AREA of SALE

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SPRINGDALE WATER & SEWER COMMISSION FOR STREETScape IMPROVEMENTS TO EMMA AVENUE PURSUANT TO THE DOWNTOWN MASTER PLAN.**

WHEREAS, the Springdale Water and Sewer Commission is in the process of, and has contracted for, improvements to the water and sewer facilities located along Emma Avenue between the Arkansas Missouri Railroad and Park Street;

WHEREAS, these water and sewer facility improvements will damage the existing pavement to an extent to which overall pavement replacement will become necessary;

WHEREAS, the City of Springdale desires to make certain streetscape improvements along East Emma Avenue from the Arkansas Missouri Railroad to Park Street, as provided for in the Downtown Master Plan;

WHEREAS, the Springdale Water and Sewer Commission has adopted a Resolution to include the streetscape improvements into their construction and engineering plans; and

WHEREAS, the City of Springdale and the Water and Sewer Commission desire to enter into a Memorandum of Understanding, a copy of which is attached hereto, to better the interests of each by the coordinated replacement of the streetscape along East Emma Avenue in connection with the water and sewer facility improvement project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to enter into a Memorandum of Understanding with the Springdale Water and Sewer Commission, whereby the City of Springdale will reimburse the Commission for costs associated with streetscape improvements to Emma Avenue from the Arkansas Missouri Railroad to Park Street, in an amount and in a manner as provided in the Memorandum of Understanding.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SPRINGDALE AND THE  
SPRINGDALE WATER & SEWER COMMISSION  
UTILITY CONSTRUCTION/RELOCATION  
AND STREET WORK**

**Job Location:** East Emma Avenue, Springdale, AR from the Arkansas Missouri Railroad tracks to Park Street

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into this \_\_\_\_ day of June, 2016 , by and between the City of Springdale, (the "City") and the Springdale Water & Sewer Commission (the "Utility") both acting by and through their respective duly authorized representatives.

**WITNESSETH:**

WHEREAS, in the above referenced Job Location, the Utility proposes to make water and sewer improvements in downtown Springdale, which projects are specifically known as the East Emma Avenue Water Line Improvement Project and East Emma Sewer Rehabilitation Project; and

WHEREAS, it is expected that damage will occur to existing pavement of East Emma Avenue, during these projects; and

WHEREAS, the City seeks to have the entire street resurfaced and make certain streetscape improvements once all of the utility work is completed; and

WHEREAS, the parties desire to work together to achieve certain cost savings and efficiencies by coordinating repair and replacement of streetscape improvements in the Job Location; and

WHEREAS, the Utility has already retained the services of McClelland Consulting Engineers, Inc., of Fayetteville, Arkansas to prepare engineering designs and perform construction phase services for the Utility's projects and has approved an amendment to the Utility's contract with McClelland, subject to the City's approval, to include streetscape improvements in the Job Location; and

WHEREAS, the Utility has already bid and awarded construction contracts on both of its projects and once the engineering design for the streetscape improvements is complete and approved by the parties, the Utility will bid the streetscape improvements, coordinate with other utilities so that all necessary work done in Job Location can be accomplished in a proper sequence and in a cost efficient manner; and

WHEREAS, the City will participate by reimbursing the Utility the cost of the streetscape design and construction based upon on the actual costs as mutually agreed between the City and Utility.

In exchange for valuable consideration and the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 10691 W. GIBBS RD.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

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

A part of the Fractional West One-Half (Fri W 1/2) of the Southwest Quarter (SW 1/4) of Section 31, T-18-N, R-30-W, more particularly described as beginning at the Northwest corner of the said Fractional West One-Half (Fri W 1/2); thence South 89°59'57" East along North Line of said Fractional West One-Half (Fri W 1/2) -594.63 feet; thence South - 1935.39 feet to the centerline of Arkansas Highway 112; thence North 76°51'50" West along said centerline - 30.08 feet; thence North 78°46'38" West - 129.75 feet; thence North 74°52'36" West - 58.84 feet; thence North 70°06'27" West -54.96 feet; thence North 62°57'29" West - 55.07 feet; thence North 56°16'14" West - 52.00 feet; thence North 49°40'26" West - 57.23 feet; thence North 42°50'29" West - 56.02 feet; thence North 36°03'41" West - 59.55 feet; thence North 28°39'54" West - 59.78 feet; thence North 21°42'21" West - 101.60 feet; thence North 18°33'15" West - 170.55 feet to the intersection of said centerline of Arkansas Highway 112 with the West Line of said Section 31; thence North along said Section Line 1380.57 feet to the point of beginning, containing 24.51 acres, more or less, Washington County, Arkansas. Subject to Arkansas Highway 112 and County Road Right-of-Ways.  
Commonly known as 10691 W. Gibbs Rd., Springdale, Washington County, Arkansas  
Tax Parcel No. 001-18892-000

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

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

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

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

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

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

**Section 1.** That the structure located at 10691 W. Gibbs Rd., 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Doug Sprouse, MAYOR

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

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

ssparkman@springdalear.gov

Ernest B. Cate  
City Attorney

Taylor Samples  
Senior Deputy  
City Attorney

Sarah Sparkman  
Deputy City Attorney

David D. Phillips  
Deputy City Attorney

Lynda Belvedresi  
Case Coordinator/  
Victim Advocate

Steve Helms  
Investigator

Cindy Horlick  
Administrative Legal  
Assistant/Paralegal

April 22, 2016

**CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED**

Zetress Vernell Morton  
406 Carlton  
Springdale, AR 72762

RE: Property located at 10691 W. Gibbs Rd., Springdale, Washington  
County, Arkansas, Tax Parcel No. 001-18892-000

Dear Zetress Vernell Morton:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 10691 W. Gibbs Rd., and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 10691 W. Gibbs Rd., 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, June 6, 2016, in the multi-purpose room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, June 14, 2016. This meeting will take place in the Council chambers on the first floor of the City Administration Building. I strongly encourage you to attend these meeting.

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

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

Sincerely,

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

Sarah Sparkman  
Deputy City Attorney

enclosure  
SS:ch

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

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

Zetress Vernell Morton  
 406 Carlton  
 Springdale, AR 72762

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature**  
 *Vernell Morton*  Agent  Addressee
- B. Received by (Printed Name)** *Vernell Morton*
- C. Date of Delivery** *7/27/16*
- D. Is delivery address different from item 1?**  Yes  No  
 If YES, enter delivery address below:

- 3. Service Type**
- Certified Mail®  Registered Mail™
- Registered  Collect on Delivery
- Insured Mail
- 4. Restricted Delivery? (Extra Fee)**  Yes

**2. Article Number**  
*(Transfer from service label)*

7015 1520 0002 6033 1484

PS Form 3811, July 2013

Domestic Return Receipt

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**, Jack C. Smith and Dorothy M. Smith, are the owners 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 June, 2016.

\_\_\_\_\_  
Doug Sprouse, MAYOR

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

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

sparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

September 9, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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:

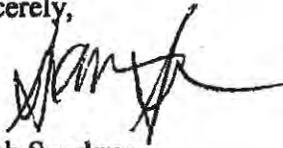
The Chief Building Inspector for the City of Springdale, Arkansas, has posted
notice at 3984 S. Powell St., and has mailed notice in writing to you, via certified
mail, that a structure located on property owned by you at 3984 S. Powell St.,
Springdale, Arkansas, was unsafe and could not be occupied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

AFFIDAVIT

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

I, Steve Helms, upon my oath, state as follows:

1. That I am the Investigator for the Springdale City Attorney's Office.

2. That on OCT 8th 2015 I made contact with TERRY SMITH (SON OF JACK + DOROTHY SMITH) at 3934 S. POWELL and provided him/her with a letter dated SEPT. 9th, 2015 from Sarah Sparkman, Deputy City Attorney, regarding placing a raze and removal of the structure located on property at 3984 S. POWELL

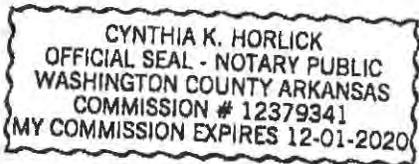
FURTHER, affiant sayeth naught.

Steve Helms  
Steve Helms

SUBSCRIBED AND SWORN to before me, a Notary Public, this 8th day of October, 2015.

My Commission Expires:  
12/1/2020

Cynthia K. Horlick  
Notary Public



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> 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"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> 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>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE, ARKANSAS, TO PROVIDE WATER SERVICE AND SANITARY SEWER SERVICE IN THE CITY OF JOHNSON, ARKANSAS; CONFIRMING INTER-MUNICIPAL WATER AND SEWER AGREEMENTS TO BE SIGNED BY THE MAYOR AND CITY CLERK; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Ark. Code Ann. § 14-234-108, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide water service to residents of that political subdivision; and

**WHEREAS**, pursuant to Ark. Code Ann. § 14-235-212, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide sanitary sewer service to residents of that political subdivision; and

**WHEREAS**, in 2006 the City of Springdale entered into agreements with the City of Johnson, Arkansas, allowing water service and sanitary sewer service to be provided in the City of Johnson, Arkansas; and

**WHEREAS**, the cities of Springdale, Arkansas, and Johnson, Arkansas, have a desire to replace those certain water service and sewer service agreements from 2006 with a new Inter-Municipal Contract for Water Service and an Inter-Municipal Contract for Sanitary Sewer Service with the City of Springdale, Arkansas; and

**WHEREAS**, the City of Johnson has passed ordinances expressing its desire to enter into an Inter-Municipal Contract for Water Service and an Inter-Municipal Contract for Sanitary Sewer Service with the City of Springdale, Arkansas; and

**WHEREAS**, the Springdale Water and Sewer Commission has reviewed said proposed inter-municipal water and sewer contracts with the City of Johnson, Arkansas, and is in favor of the City of Springdale, Arkansas, entering into those contracts;

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

**Section 1:** The City of Springdale, Arkansas, is hereby authorized to provide water service to users in the City of Johnson, Arkansas, pursuant to Ark. Code Ann. § 14-234-108, and pursuant to the proposed Inter-Municipal Contract for Water Service attached hereto.

**Section 2:** The City of Springdale, Arkansas, is hereby authorized to provide sanitary sewer service to users in the City of Johnson, Arkansas, pursuant to Ark. Code Ann. § 14-235-212, and pursuant to the proposed Inter-Municipal Contract for Sanitary Sewer Service attached hereto.

**Section 3:** The Inter-Municipal Contract for Water Service and the Inter-Municipal Contract for Sanitary Sewer Service are attached hereto and incorporated herein as set out word for word is hereby approved and the Mayor and City Clerk are authorized to execute said contracts for and on behalf of the City of Springdale, Arkansas.

**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 in effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

\_\_\_\_\_  
Denise Pearce, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ernest B. Cate, City Attorney

ORDINANCE NO. 2016- 11

**AN ORDINANCE APPROVING A CONTRACT WITH SPRINGDALE, TO PROVIDE WATER SERVICE TO CUSTOMERS WITHIN CERTAIN AREAS OF JOHNSON, ARKANSAS, AND GRANTING A FRANCHISE TO THE SPRINGDALE WATER AND SEWER COMMISSION TO PROVIDE WATER SERVICE WITHIN THE CITY OF JOHNSON AND DECLARING AN EMERGENCY TO EXIST**

WHEREAS, there has been a contract with the City of Springdale for the Springdale Water and Sewer Commission to provide water service to customers in certain areas of the City of Johnson.

WHEREAS, the most recent contract was for ten (10) years and has by its terms expired.

BE IT ORDAINED BY THE CITY COUNCIL OF JOHNSON, ARKANSAS, that,

Section 1: That the agreement attached hereto which is titled Inter-Municipal Contract for Water Service Between the Cities of Johnson and Springdale, Arkansas bearing the date of May 11, 2016, having been read, studied and considered by the Johnson City Council should be and hereby is approved and ratified; the Mayor and Recorder-Treasurer are directed and authorized to execute same for and in the name of the City.

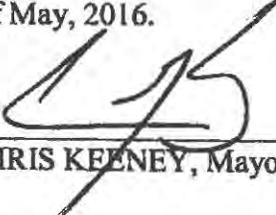
Section 2: Pursuant to the attached agreement there is hereby levied fees/rates for water service, water taps/connections and associated services within that portion of Johnson served by the Springdale Water and Sewer Commission identical to the fees/rates established by the relevant Springdale ordinance for users of their water service outside of the Springdale city limits. However, the gross receipts taxes of the City of Johnson shall apply to all charges for water service within the City of Johnson collected by the Springdale Water and Sewer Commission.

Section 3: There is hereby granted to the Springdale Water and Sewer Commission a license to own, operate, maintain, improve, and place existing and new additional water service facilities on existing and new dedicated street rights-of-way, alleys, utility easements and other public passageways within that portion of the City of Johnson served by the Springdale Water and Sewer Commission. This license shall enable the Commission to lay, relay, install, improve, operate and maintain water lines and appurtenances over, under and across such public rights-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.

Section 4: A franchise is hereby granted unto the Springdale Water and Sewer Commission, without a franchise fee or franchise tax, to own, improve, maintain, expand and operate a water service (delivery, storage and maintenance thereof) within the City of Johnson corporate limits on properties owned or leased by the Commission and on public rights-of-way, alleys and passageways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto.

Section 5: Provision for water service for the residents of the City of Johnson helps secure the public peace, health and safety. Therefore, an emergency is hereby declared to exist. This ordinance shall be immediately effective upon its passage and approval.

PASSED AND APPROVED this 10<sup>th</sup> day of May, 2016.

  
CHRIS KEENEY, Mayor

ATTEST:

  
JENNIFER ALLEN, Recorder/Treasurer

**INTER-MUNICIPAL CONTRACT FOR WATER SERVICE**

**BETWEEN**

**THE CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public water system located in Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished water service to customers in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement to establish provisions for the ownership, operation, and maintenance of a public water system sufficient to meet public health standards and fire protection needs of residents and commercial establishments in the City of Johnson; and,

WHEREAS, it is to the parties' mutual benefit that a procedure be established and from time to time modified in order to expand and upgrade the SUPPLIER'S water distribution system in the City of Johnson;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS;

(1) **COOPERATION:** The SUPPLIER and USER shall cooperate and communicate in all the dealings through the Springdale Water Commission and the Johnson City Council.

(2) **OWNERSHIP:** It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain and from time to time expand the water distribution system located within the corporate limits of the City of Johnson, Arkansas.

**(3) EASEMENTS:** The USER hereby grants to the SUPPLIER the right to place water lines on dedicated public streets, alleys, utility easements and other passageways. The SUPPLIER shall not lay a water line or lines across private property unless the USER and/or the owners of such private property shall furnish to the SUPPLIER an executed easement by the owners of such property giving and granting to the SUPPLIER the right to lay such water lines across such private property, and such easements shall be on forms as prescribed by the SUPPLIER. The parties specifically agree that should eminent domain proceedings be required to secure any easement or fee title that such action shall be maintained in the name of the City of Johnson by the SUPPLIER'S attorney. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

**(4) AUTHORITY TO FRANCHISE:** The USER agrees it will on or before the effective date of this agreement cause to be adopted by vote of its City Council an ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain, and operate a water distribution system within the USER'S corporate limits, and that it will cause to be passed by vote of its City Council an ordinance granting to the SUPPLIER, without charge or costs, easements and right-of-ways to lay, relay, install, maintain and operate water transmission lines over, under, and across public streets, alleys, and passageways.

**(5) FIRE HYDRANTS:** The SUPPLIER agrees to maintain as part of its distribution system, fire hydrants connected to the distribution lines for fire protection to the USER and its resident citizens. The SUPPLIER agrees to furnish to USER un-metered water service at each such hydrant for fire protection. The USER agrees that it shall be obligated and will pay the SUPPLIER ten (\$10) dollars per annum per hydrant to defray the cost of un-metered water used for fire protection.

**(6) WATER RATES:** The SUPPLIER shall supply potable water through its lines and shall charge water patrons located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest city ordinance prescribing water rates. It is specifically understood and agreed by and between the parties hereto that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates as provided above shall automatically increase in direct proportion to the percentage increase within the City of Springdale.

**(7) ORDINANCES AND REGULATIONS:** The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to maintain and operate the distribution system in accordance with the rules, regulations, or specifications of the Arkansas Department of Health and Human Services, the U.S. Environmental

Protection Agency, and the SUPPLIER. Non-compliance with said rules, regulations or specifications may result in discontinuance of service. The USER further agrees to adopt the necessary ordinances to provide the SUPPLIER with legal authority for enforcement of all state and federal regulations. The rules, procedures, regulations and laws concerning the construction, operation, maintenance and service of said system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner.

**(8) TERM OF CONTRACT:** The SUPPLIER will, for a period of twenty (20) years from the date of this agreement, operate and maintain the system as set out above, and shall provide water service to customers located within the service boundary set forth herein.

**(9) WATER SERVICE CONNECTIONS:** The SUPPLIER and USER agree that the charges and requirements for water service connections shall be the same as for like service made in the City of Springdale at the time the water service connections or taps are made. The SUPPLIER shall not unreasonably withhold service to any potential customer located within the defined service boundary established herein. Taps or connections to any and all water lines shall be made only by the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to reconstruct and repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the material and street condition prior to such street cut.

**(10) WATER LINE EXTENSIONS:** Extensions made within the defined service boundary of the USER shall be made on the same basis which they are made for the City of Springdale, based on the economic feasibility of such extension, and shall be made at the sole discretion of the SUPPLIER provided that in no event shall an extension be made without the approval of the Johnson City Council. The SUPPLIER and the USER specifically agree that no extensions shall be made or fire hydrants installed within a residential subdivision or housing development (private) except at the expense of the developer or owner.

**(11) SERVICE BOUNDARY:** Water service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map. Said map is attached hereto as Exhibit "A" and incorporated herein by this reference.

**(12) MAINTENANCE OF FACILITIES:** The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from

such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to subscribers, can be made without notification to expedite necessary repairs and restoration of service.

**(13) DISCONTINUANCE OF WATER:** The SUPPLIER reserves the right to discontinue the supply of water to individual residential or commercial customers without notice for any of the following reasons:

- (a) Fraudulent representation as to the condition of plumbing system as it relates to the protection and safety of the SUPPLIER'S water supply;
- (b) For improperly connected appliances and fixtures resulting in hazardous or defective conditions;
- (c) For emergencies where damage to property, equipment or life is possible or likely to occur;
- (d) By order of the Arkansas Department of Health;
- (e) If rules and regulations of the Arkansas Department of Health, the SUPPLIER, or the U.S. Environmental Protection Agency relating to the safety and protections of the public water supply are being abused or violated; and/or;
- (f) If ordinances of the City of Johnson relating to the safety and protections of public water system are being abused or violated, and the SUPPLIER is officially notified.

**(14) BILLING AND PAYMENTS:** The SUPPLIER shall read meters and shall issue billing and collection of payments in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission now or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall disconnect water service to such customer in accordance with said ordinances, rules and regulations.

**(15) WATER CONSERVATION:** The USER covenants and agrees that it will adopt an ordinance identical to that adopted by the City of Springdale, thereby setting in place mandatory conservation measures that may become necessary due to an emergency resulting from limited supply of raw water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of SUPPLIER.

**(16) COMPLIANCE:** The USER and all water customers shall comply with, at all times, the ordinances, rules and regulations of the City of Springdale and of the Springdale Water and Sewer Commission governing water operations and usage which may now exist or may hereinafter be promulgated. Any disagreements, questions,

requests, additions to systems, modifications of system, connections or otherwise shall be handled through the Johnson City Council, or an authorized representative, dealing directly with the Springdale Water and Sewer Commission, or an authorized representative. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water service, and the SUPPLIER or USER shall in no way be liable for any damages or expenses which may or may not result from such discontinuance.

**(17) PLUMBING:** Each customer shall install all plumbing in accordance with the ordinances, rules and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

**(18) TAXES PROHIBITED:** The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the water system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax enacted in accordance with state law and not otherwise made exempt by state law.

**(19) RENEWAL:** The USER shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months of notice in advance of the termination date of this contract.

**(20) NOTICES:** The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses below:

Springdale Water and Sewer Commission  
526 Oak Ave.  
Springdale, AR 72764

City of Johnson  
PO Box 563  
Johnson, AR 72741

**(21) SEVERABILITY:** If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

**(22) EFFECTIVE DATE:** This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between these parties.

IN WITNESS WHEREOF, the SUPPLIER and the USER have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

**SPRINGDALE WATER AND SEWER COMMISSION**

**CITY OF SPRINGDALE, ARKANSAS**

\_\_\_\_\_  
Chris G. Weiser, Chairman

\_\_\_\_\_  
Doug Sprouse, Mayor

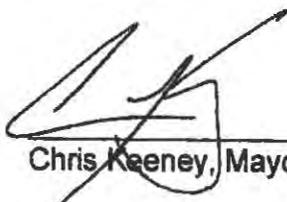
ATTEST:

ATTEST:

\_\_\_\_\_  
Paul E. Lawrence, Secretary

\_\_\_\_\_  
Denise Pearce, City Clerk

**CITY OF JOHNSON, ARKANSAS**

  
\_\_\_\_\_  
Chris Keeney, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Allen, City Recorder

**INTER-MUNICIPAL CONTRACT FOR WATER SERVICE**

**BETWEEN**

**THE CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public water system located in Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished water service to customers in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement to establish provisions for the ownership, operation, and maintenance of a public water system sufficient to meet public health standards and fire protection needs of residents and commercial establishments in the City of Johnson; and,

WHEREAS, it is to the parties' mutual benefit that a procedure be established and from time to time modified in order to expand and upgrade the SUPPLIER'S water distribution system in the City of Johnson;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS;

**(1) COOPERATION:** The SUPPLIER and USER shall cooperate and communicate in all the dealings through the Springdale Water Commission and the Johnson City Council.

**(2) OWNERSHIP:** It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain and from time to time expand the water distribution system located within the corporate limits of the City of Johnson, Arkansas.

**(3) EASEMENTS:** The USER hereby grants to the SUPPLIER the right to place water lines on dedicated public streets, alleys, utility easements and other passageways. The SUPPLIER shall not lay a water line or lines across private property unless the USER and/or the owners of such private property shall furnish to the SUPPLIER an executed easement by the owners of such property giving and granting to the SUPPLIER the right to lay such water lines across such private property, and such easements shall be on forms as prescribed by the SUPPLIER. The parties specifically agree that should eminent domain proceedings be required to secure any easement or fee title that such action shall be maintained in the name of the City of Johnson by the SUPPLIER'S attorney. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

**(4) AUTHORITY TO FRANCHISE:** The USER agrees it will on or before the effective date of this agreement cause to be adopted by vote of its City Council an ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain, and operate a water distribution system within the USER'S corporate limits, and that it will cause to be passed by vote of its City Council an ordinance granting to the SUPPLIER, without charge or costs, easements and right-of-ways to lay, relay, install, maintain and operate water transmission lines over, under, and across public streets, alleys, and passageways.

**(5) FIRE HYDRANTS:** The SUPPLIER agrees to maintain as part of its distribution system, fire hydrants connected to the distribution lines for fire protection to the USER and its resident citizens. The SUPPLIER agrees to furnish to USER un-metered water service at each such hydrant for fire protection. The USER agrees that it shall be obligated and will pay the SUPPLIER ten (\$10) dollars per annum per hydrant to defray the cost of un-metered water used for fire protection.

**(6) WATER RATES:** The SUPPLIER shall supply potable water through its lines and shall charge water patrons located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest city ordinance prescribing water rates. It is specifically understood and agreed by and between the parties hereto that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates as provided above shall automatically increase in direct proportion to the percentage increase within the City of Springdale.

**(7) ORDINANCES AND REGULATIONS:** The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to maintain and operate the distribution system in accordance with the rules, regulations, or specifications of the Arkansas Department of Health and Human Services, the U.S. Environmental

Protection Agency, and the SUPPLIER. Non-compliance with said rules, regulations or specifications may result in discontinuance of service. The USER further agrees to adopt the necessary ordinances to provide the SUPPLIER with legal authority for enforcement of all state and federal regulations. The rules, procedures, regulations and laws concerning the construction, operation, maintenance and service of said system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner.

**(8) TERM OF CONTRACT:** The SUPPLIER will, for a period of twenty (20) years from the date of this agreement, operate and maintain the system as set out above, and shall provide water service to customers located within the service boundary set forth herein.

**(9) WATER SERVICE CONNECTIONS:** The SUPPLIER and USER agree that the charges and requirements for water service connections shall be the same as for like service made in the City of Springdale at the time the water service connections or taps are made. The SUPPLIER shall not unreasonably withhold service to any potential customer located within the defined service boundary established herein. Taps or connections to any and all water lines shall be made only by the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to reconstruct and repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the material and street condition prior to such street cut.

**(10) WATER LINE EXTENSIONS:** Extensions made within the defined service boundary of the USER shall be made on the same basis which they are made for the City of Springdale, based on the economic feasibility of such extension, and shall be made at the sole discretion of the SUPPLIER provided that in no event shall an extension be made without the approval of the Johnson City Council. The SUPPLIER and the USER specifically agree that no extensions shall be made or fire hydrants installed within a residential subdivision or housing development (private) except at the expense of the developer or owner.

**(11) SERVICE BOUNDARY:** Water service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map. Said map is attached hereto as Exhibit "A" and incorporated herein by this reference.

**(12) MAINTENANCE OF FACILITIES:** The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from

such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to subscribers, can be made without notification to expedite necessary repairs and restoration of service.

**(13) DISCONTINUANCE OF WATER:** The SUPPLIER reserves the right to discontinue the supply of water to individual residential or commercial customers without notice for any of the following reasons:

- (a) Fraudulent representation as to the condition of plumbing system as it relates to the protection and safety of the SUPPLIER'S water supply;
- (b) For improperly connected appliances and fixtures resulting in hazardous or defective conditions;
- (c) For emergencies where damage to property, equipment or life is possible or likely to occur;
- (d) By order of the Arkansas Department of Health;
- (e) If rules and regulations of the Arkansas Department of Health, the SUPPLIER, or the U.S. Environmental Protection Agency relating to the safety and protections of the public water supply are being abused or violated; and/or;
- (f) If ordinances of the City of Johnson relating to the safety and protections of public water system are being abused or violated, and the SUPPLIER is officially notified.

**(14) BILLING AND PAYMENTS:** The SUPPLIER shall read meters and shall issue billing and collection of payments in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission now or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall disconnect water service to such customer in accordance with said ordinances, rules and regulations.

**(15) WATER CONSERVATION:** The USER covenants and agrees that it will adopt an ordinance identical to that adopted by the City of Springdale, thereby setting in place mandatory conservation measures that may become necessary due to an emergency resulting from limited supply of raw water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of SUPPLIER.

**(16) COMPLIANCE:** The USER and all water customers shall comply with, at all times, the ordinances, rules and regulations of the City of Springdale and of the Springdale Water and Sewer Commission governing water operations and usage which may now exist or may hereinafter be promulgated. Any disagreements, questions,

requests, additions to systems, modifications of system, connections or otherwise shall be handled through the Johnson City Council, or an authorized representative, dealing directly with the Springdale Water and Sewer Commission, or an authorized representative. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water service, and the SUPPLIER or USER shall in no way be liable for any damages or expenses which may or may not result from such discontinuance.

**(17) PLUMBING:** Each customer shall install all plumbing in accordance with the ordinances, rules and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

**(18) TAXES PROHIBITED:** The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the water system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax enacted in accordance with state law and not otherwise made exempt by state law.

**(19) RENEWAL:** The USER shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months of notice in advance of the termination date of this contract.

**(20) NOTICES:** The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the addresses below:

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526 Oak Ave.  
Springdale, AR 72764

City of Johnson  
PO Box 563  
Johnson, AR 72741

**(21) SEVERABILITY:** If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

**(22) EFFECTIVE DATE:** This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between these parties.

IN WITNESS WHEREOF, the SUPPLIER and the USER have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

**SPRINGDALE WATER AND SEWER COMMISSION**

**CITY OF SPRINGDALE, ARKANSAS**

\_\_\_\_\_  
Chris G. Weiser, Chairman

\_\_\_\_\_  
Doug Sprouse, Mayor

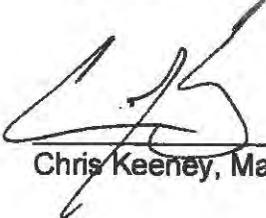
ATTEST:

ATTEST:

\_\_\_\_\_  
Paul E. Lawrence, Secretary

\_\_\_\_\_  
Denise Pearce, City Clerk

**CITY OF JOHNSON, ARKANSAS**

  
\_\_\_\_\_  
Chris Keeney, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Allen, City Recorder

ORDINANCE NO. 2016-12

**AN ORDINANCE APPROVING A CONTRACT WITH THE CITY OF SPRINGDALE, ARKANSAS, TO PROVIDE SEWER SERVICE TO CUSTOMERS WITHIN CERTAIN AREAS OF JOHNSON, ARKANSAS, AND GRANTING A FRANCHISE TO THE SPRINGDALE WATER AND SEWER COMMISSION TO PROVIDE SANITARY SEWER SERVICES WITHIN THE CITY OF JOHNSON AND DECLARING AN EMERGENCY TO EXIST**

WHEREAS, there has been a contract with the City of Springdale for the Springdale Water and Sewer Commission to provide sewer service to customers in certain areas of the City of Johnson.

WHEREAS, the most recent contract was for ten (10) years and has by its terms expired.

BE IT ORDAINED BY THE CITY COUNCIL OF JOHNSON, ARKANSAS, that,

Section 1: That the agreement attached hereto which is titled Inter-Municipal Contract for Sanitary Sewer Service Between the Cities of Johnson and Springdale, Arkansas bearing the date of May 11, 2016, having been read, studied and considered by the Johnson City Council should be and hereby is approved and ratified; the Mayor and Recorder-Treasurer are directed and authorized to execute same for and in the name of the City.

Section 2: Pursuant to the attached agreement there is hereby levied fees/rates for sanitary sewer service, sewer taps and associated services within that portion of Johnson served by the Springdale Water and Sewer Commission identical to the fees/rates established by the relevant Springdale ordinance for users of their sewer system outside of the Springdale city limits.

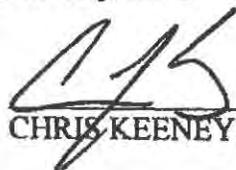
Section 3: There is hereby granted to the Springdale Water and Sewer Commission a license to own, operate, maintain, improve, and place existing and new additional sewer facilities on existing and new dedicated street rights-of-way, alleys, utility easements and other public

passageways within that portion of the City of Johnson served by the Springdale Water and Sewer Commission. This license shall enable the Commission to lay, relay, install, improve, operate and maintain sanitary sewer lines and appurtenances over, under and across such public rights-of-way, alleys and passageways. This license shall be in full force and effect during the effective period of the agreement attached hereto.

Section 4: A franchise is hereby granted unto the Springdale Water and Sewer Commission, without a franchise fee or franchise tax, to own, improve, maintain, expand and operate a sanitary sewer collection, storage and pumping system within the City of Johnson corporate limits on properties owned or leased by the Commission and on public rights-of-way, alleys and passageways as herein provided. Said franchise shall be for the effective dates of the agreement attached hereto.

Section 5: Provision for sanitary sewer service for the residents of the City of Johnson helps secure the public peace, health and safety. Therefore, an emergency is hereby declared to exist. This ordinance shall be immediately effective upon its passage and approval.

PASSED AND APPROVED this 10<sup>th</sup> day of May, 2016.

  
CHRIS KEENEY, Mayor

ATTEST:

  
JENNIFER ALLEN, Recorder/Treasurer

**INTER-MUNICIPAL CONTRACT FOR SANITARY SEWER SERVICE**

**BETWEEN THE**

**CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

WITNESSETH:

WHEREAS, the SUPPLIER now owns and operates a public sewerage system consisting of gravity lines, sewage lift stations, and force mains located within the corporate limits of the City of Johnson, Arkansas; and,

WHEREAS, the SUPPLIER owns and operates a wastewater treatment facility with sufficient capacity to treat current and foreseeable sewage flows generated in its corporate city limits as well as future sewage flows from the City of Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished sanitary sewer service to customers located in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement for the SUPPLIER to own, operate, and maintain a public sewerage system within certain areas of the City of Johnson, thereby protecting public health and maintaining the quality of life desired by the USER;

WHEREAS, it is to the parties' mutual benefit that a procedure be established for future expansion and improvements to the SUPPLIER'S sanitary sewer system in the City of Johnson;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS:

**(1) COOPERATION:** The SUPPLIER and USER shall cooperate and communicate in all dealings through the Springdale Water and Sewer Commission and the Johnson City Council. Any disagreements, questions, requests, additions to the sewer system, modifications of the sewer system, connections or otherwise shall be handled through the

Johnson City Council, or its authorized representative, dealing directly with the Springdale Water and Sewer Commission, or its authorized representative. The Representative of the Johnson City Council shall have only such authority as is expressly granted by majority vote of the Johnson City Council.

**(2) OWNERSHIP:** It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain, and from time to time expand its sanitary sewer system located within the service boundary established in the corporate limits of the City of Johnson, Arkansas.

**(3) CONSISTENT APPLICATION:** The rules, procedures, regulations and laws concerning the construction, operation and maintenance of said sanitary sewer system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner. The SUPPLIER shall act in good faith and shall not unreasonably withhold service, if economically feasible, to any potential customer located within the service boundary set forth hereinafter.

**(4) SERVICE BOUNDARY:** Sanitary sewer service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map attached hereto as Exhibit "A" and made a part hereof as though included herein. It is recognized and agreed by the parties hereto that certain areas within the City of Johnson are currently being provided sanitary sewer service by the City of Fayetteville, Arkansas. This contract does not amend or modify areas currently being served by the City of Fayetteville. The parties agree that if in the future by written agreement the City of Fayetteville and SUPPLIER change the boundary line between them, this agreement shall be considered amended as of the execution of Fayetteville/Springdale agreement to incorporate that new boundary line without any further action by the parties hereto.

**(5) AUTHORITY TO FRANCHISE:** The USER agrees that it will, on or before the effective date of this agreement, cause to be adopted by vote of City Council, an Ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain and operate a sanitary sewer collection, storage and pumping system within the USER'S corporate limits, and within the territory assigned to SUPPLIER per the memorandum of understanding between the cities of Fayetteville and Springdale, as amended by the parties from time to time. USER further agrees that it will cause to be passed by vote of its City Council, an Ordinance granting to the SUPPLIER, without charge or cost, easements and rights-of-way to lay, relay, install, maintain, and operate sanitary sewer lines and appurtenances, over, under, and across public streets, alleys, and passageways.

**(6) TERM OF CONTRACT:** The SUPPLIER and USER hereby agree that the term of this contract shall be for a period of twenty (20) years from the date of this agreement and shall automatically terminate at such time.

**(7) EFFECTIVE DATE:** This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between the parties.

**(8) CONTRACT RENEWAL:** Either party shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months notice in advance of the termination date of this contract.

**(9) SEWER RATES:** The SUPPLIER shall supply sanitary sewer service through its collection system and shall charge sewer customer located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest Springdale Ordinance prescribing sewer rates. It is specifically understood and agreed by and between the parties hereto, that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates established above shall automatically increase in direct portion to the percentage increase within the City of Springdale. SUPPLIER shall provide notice to USER of any rate increase. As soon as legally possible, the Johnson City Council shall pass an Ordinance to mirror any increase or decrease of sewer rates contained in any ordinance adopted by Springdale City Council. The failure by the Johnson City Council to pass such an ordinance shall be a breach of this agreement for which SUPPLIER may seek all remedies available at law or equity, including, without limitation, the right to seek mandamus, mandatory injunction, specific performance, damages, or termination of this agreement.

**(10) BILLING AND PAYMENTS:** The SUPPLIER shall issue billing and collection of all bills in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission which may be currently in effect or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall discontinue sewer service to such customer in accordance with said ordinances, rules and regulations.

**(11) LIABILITY:** It is stipulated that the furnishing of sanitary sewer service is a governmental function and that the SUPPLIER does not agree to furnish any specific amount of sewer service. Sewer service shall be provided only to customers who enter into separate service contracts with the SUPPLIER, but the right to contract, and the type of

service to be rendered, shall always be subject to such rules, regulations, and policies of the Springdale Water and Sewer Commission as may be in effect from time to time. The SUPPLIER'S liability for damages from sewer stoppages and/or overflows shall be limited to the same as if such stoppage or overflow occurred within the City of Springdale. SUPPLIER shall not be responsible for acts of God, acts of war, insurrections or rebellions, acts of a public enemy, acts of any unauthorized person, firms or corporation, or acts of the USER. Nothing contained herein shall abrogate the tort immunity available by law to either city.

**(12) SEWER SERVICE CONNECTIONS:** All water customers of the SUPPLIER located within the defined service boundary shall be required by the USER to connect to the sewer system in accordance with the rules and regulations as set out by the City of Johnson, the City of Springdale, and the Arkansas Department of Health. The charges and requirements for sewer service connections shall be the same as for like service in the City of Springdale at the time the sewer service connections are made. Taps or connections to any and all sewer lines shall be made only by the SUPPLIER and only for sewer patrons obtaining their water service from the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the materials and street condition prior to such street cut.

**(13) PLUMBING:** Each customer shall install all plumbing in accordance with the ordinance, rules, and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

**(14) SEWER LINE EXTENSIONS:** Sewer extensions shall be made on the same basis which they are made for the City of Springdale, based on economic feasibility of such extensions, and shall be made at the sole discretion of the SUPPLIER, provided that in no event shall any extension or connection be made without the approval of USER. The SUPPLIER and the USER specifically agree that no extensions shall be made or installed within a residential subdivision or private housing development except at the expense of the developer or owner.

**(15) EASEMENTS:** The USER hereby grants to the SUPPLIER the right to own, operate and place additional sewer facilities on dedicated public streets, alleys, utility easements and other passageways. In order to facilitate required improvements, the USER agrees to cooperate with SUPPLIER and assist in obtaining authority to cross private property with sewer lines. The form of such easements, together with the provisions contained therein,

shall be the same used by the Springdale Water and Sewer Commission at the time such easements are granted and such easements and fee titles where necessary shall show the Springdale Water and Sewer Commission as the Grantee thereon. USER agrees to allow its name to be added to any eminent domain actions pursued by SUPPLIER regarding property within the corporate limits of USER if SUPPLIER'S legal counsel deems it necessary. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

**(16) MAINTENANCE OF FACILITIES:** The SUPPLIER shall maintain and service all current sewer facilities including the sewage lift stations and the proposed improvements, and for those which may be constructed into the system in the future. The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. SUPPLIER shall notify its customers in the city of Johnson on the same basis it notifies its customers within the City of Springdale concerning interruptions. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to customers, can be made without notification to expedite necessary repairs and restoration of service.

**(17) ORDINANCES AND REGULATIONS:** The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to construct, maintain and operate the sewage system in accordance with the rules, regulations, and specifications of the Arkansas Department of Health, the U.S. Environmental Protection Agency, the Arkansas Department of Environmental Quality, and the SUPPLIER. Non-compliance with the said rules, regulations, or specifications may result in the discontinuance of service. The USER also agrees to adopt the necessary ordinances to provide the SUPPLIER with the necessary authority to implement any enforcement action of state and federal law, including regulations.

**(18) COMPLIANCE:** The USER and all sewer customers shall comply with, at all times, the health ordinances, rules and regulations of the City of Springdale, the Springdale Water and Sewer Commission, the U.S. Environmental Protection Agency, the Arkansas

Department of Health and Human Services, and the Arkansas Department of Environmental Quality governing sewer operations and usage which may now exist or may hereinafter be promulgated. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water and sewer service and the SUPPLIER shall in no way be liable for any damages or expenses which may result from such discontinuance.

**(19) TAXES PROHIBITED:** The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the sewer system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax (i.e. state, county or local sales tax) enacted in accordance with state law and not otherwise made exempt by state law.

**(20) NOTICES:** Any written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the address below:

Springdale Water and Sewer Commission  
526 Oak Ave.  
Springdale, AR 72764

City of Johnson  
PO Box 563  
Johnson, AR 72741

**(21) COMPLETE AGREEMENT:** It is agreed that neither party hereto is relying upon any oral or written information made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier contracts for sanitary sewer service are hereby rescinded.

**(22) SEVERABILITY:** If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

IN WITNESS WHEREOF, the SUPPLIER and the USER have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

**SPRINGDALE WATER AND  
SEWER COMMISSION**

**CITY OF SPRINGDALE, ARKANSAS**

\_\_\_\_\_  
Chris G. Weiser, Chairman

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

ATTEST:

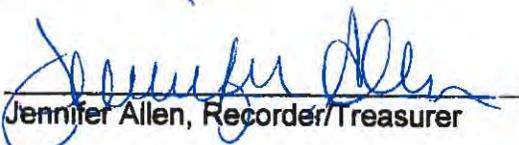
\_\_\_\_\_  
Paul E. Lawrence, Secretary

\_\_\_\_\_  
Denise Pearce, City Clerk

**CITY OF JOHNSON, ARKANSAS**

\_\_\_\_\_  
Chris Keeney, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Allen, Recorder/Treasurer

**INTER-MUNICIPAL CONTRACT FOR SANITARY SEWER SERVICE**

**BETWEEN THE**

**CITIES OF JOHNSON AND SPRINGDALE, ARKANSAS**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of May, 2016, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called SUPPLIER, and the City of Johnson, Arkansas, a municipal corporation, hereinafter called USER,

**WITNESSETH:**

WHEREAS, the SUPPLIER now owns and operates a public sewerage system consisting of gravity lines, sewage lift stations, and force mains located within the corporate limits of the City of Johnson, Arkansas; and,

WHEREAS, the SUPPLIER owns and operates a wastewater treatment facility with sufficient capacity to treat current and foreseeable sewage flows generated in its corporate city limits as well as future sewage flows from the City of Johnson, Arkansas; and,

WHEREAS, the USER and SUPPLIER have entered into previous agreements whereby the SUPPLIER furnished sanitary sewer service to customers located in the City of Johnson on an individual basis; and,

WHEREAS, it is to their mutual advantage that the USER and SUPPLIER enter into an agreement for the SUPPLIER to own, operate, and maintain a public sewerage system within certain areas of the City of Johnson, thereby protecting public health and maintaining the quality of life desired by the USER;

WHEREAS, it is to the parties' mutual benefit that a procedure be established for future expansion and improvements to the SUPPLIER'S sanitary sewer system in the City of Johnson;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SUPPLIER AND THE USER HERETO MUTUALLY AGREE AS FOLLOWS:

**(1) COOPERATION:** The SUPPLIER and USER shall cooperate and communicate in all dealings through the Springdale Water and Sewer Commission and the Johnson City Council. Any disagreements, questions, requests, additions to the sewer system, modifications of the sewer system, connections or otherwise shall be handled through the

Johnson City Council, or its authorized representative, dealing directly with the Springdale Water and Sewer Commission, or its authorized representative. The Representative of the Johnson City Council shall have only such authority as is expressly granted by majority vote of the Johnson City Council.

**(2) OWNERSHIP:** It is agreed by the parties that the SUPPLIER shall continue to own, operate, maintain, and from time to time expand its sanitary sewer system located within the service boundary established in the corporate limits of the City of Johnson, Arkansas.

**(3) CONSISTENT APPLICATION:** The rules, procedures, regulations and laws concerning the construction, operation and maintenance of said sanitary sewer system shall be applied to Johnson, Arkansas and Springdale, Arkansas in the same and consistent manner. The SUPPLIER shall act in good faith and shall not unreasonably withhold service, if economically feasible, to any potential customer located within the service boundary set forth hereinafter.

**(4) SERVICE BOUNDARY:** Sanitary sewer service shall be limited to customers located within the corporate limits of the City of Johnson as delineated on the attached service boundary map attached hereto as Exhibit "A" and made a part hereof as though included herein. It is recognized and agreed by the parties hereto that certain areas within the City of Johnson are currently being provided sanitary sewer service by the City of Fayetteville, Arkansas. This contract does not amend or modify areas currently being served by the City of Fayetteville. The parties agree that if in the future by written agreement the City of Fayetteville and SUPPLIER change the boundary line between them, this agreement shall be considered amended as of the execution of Fayetteville/Springdale agreement to incorporate that new boundary line without any further action by the parties hereto.

**(5) AUTHORITY TO FRANCHISE:** The USER agrees that it will, on or before the effective date of this agreement, cause to be adopted by vote of City Council, an Ordinance granting to the SUPPLIER a franchise, without charge or franchise tax, to own, maintain and operate a sanitary sewer collection, storage and pumping system within the USER'S corporate limits, and within the territory assigned to SUPPLIER per the memorandum of understanding between the cities of Fayetteville and Springdale, as amended by the parties from time to time. USER further agrees that it will cause to be passed by vote of its City Council, an Ordinance granting to the SUPPLIER, without charge or cost, easements and rights-of-way to lay, relay, install, maintain, and operate sanitary sewer lines and appurtenances, over, under, and across public streets, alleys, and passageways.

**(6) TERM OF CONTRACT:** The SUPPLIER and USER hereby agree that the term of this contract shall be for a period of twenty (20) years from the date of this agreement and shall automatically terminate at such time.

**(7) EFFECTIVE DATE:** This contract shall become effective and enforceable on the date of this agreement and shall have the effect of terminating all prior contractual agreements on this subject between the parties.

**(8) CONTRACT RENEWAL:** Either party shall have the option to renew this contract upon terms and conditions as may be negotiated by the SUPPLIER and USER by giving not less than six (6) months notice in advance of the termination date of this contract.

**(9) SEWER RATES:** The SUPPLIER shall supply sanitary sewer service through its collection system and shall charge sewer customer located within USER'S city limits according to the schedule of rates for customers located outside the corporate city limits of Springdale, Arkansas as established in the latest Springdale Ordinance prescribing sewer rates. It is specifically understood and agreed by and between the parties hereto, that, should the SUPPLIER experience a general rate increase within the corporate limits of the City of Springdale, the rates established above shall automatically increase in direct portion to the percentage increase within the City of Springdale. SUPPLIER shall provide notice to USER of any rate increase. As soon as legally possible, the Johnson City Council shall pass an Ordinance to mirror any increase or decrease of sewer rates contained in any ordinance adopted by Springdale City Council. The failure by the Johnson City Council to pass such an ordinance shall be a breach of this agreement for which SUPPLIER may seek all remedies available at law or equity, including, without limitation, the right to seek mandamus, mandatory injunction, specific performance, damages, or termination of this agreement.

**(10) BILLING AND PAYMENTS:** The SUPPLIER shall issue billing and collection of all bills in accordance with ordinances of the City of Springdale and the rules and regulations of the Springdale Water and Sewer Commission which may be currently in effect or hereafter adopted, and if any customer fails or refuses to pay said billing, the SUPPLIER shall discontinue sewer service to such customer in accordance with said ordinances, rules and regulations.

**(11) LIABILITY:** It is stipulated that the furnishing of sanitary sewer service is a governmental function and that the SUPPLIER does not agree to furnish any specific amount of sewer service. Sewer service shall be provided only to customers who enter into separate service contracts with the SUPPLIER, but the right to contract, and the type of

service to be rendered, shall always be subject to such rules, regulations, and policies of the Springdale Water and Sewer Commission as may be in effect from time to time. The SUPPLIER'S liability for damages from sewer stoppages and/or overflows shall be limited to the same as if such stoppage or overflow occurred within the City of Springdale. SUPPLIER shall not be responsible for acts of God, acts of war, insurrections or rebellions, acts of a public enemy, acts of any unauthorized person, firms or corporation, or acts of the USER. Nothing contained herein shall abrogate the tort immunity available by law to either city.

**(12) SEWER SERVICE CONNECTIONS:** All water customers of the SUPPLIER located within the defined service boundary shall be required by the USER to connect to the sewer system in accordance with the rules and regulations as set out by the City of Johnson, the City of Springdale, and the Arkansas Department of Health. The charges and requirements for sewer service connections shall be the same as for like service in the City of Springdale at the time the sewer service connections are made. Taps or connections to any and all sewer lines shall be made only by the SUPPLIER and only for sewer patrons obtaining their water service from the SUPPLIER. Approval of such taps or connections by the USER shall constitute the SUPPLIER'S authorization to make street cuts and openings where necessary. SUPPLIER agrees to repair street cuts required in street crossings, street taps and/or repairs with materials equal to or better than the materials and street condition prior to such street cut.

**(13) PLUMBING:** Each customer shall install all plumbing in accordance with the ordinance, rules, and regulations of the City of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by a plumbing inspector licensed by the State of Arkansas.

**(14) SEWER LINE EXTENSIONS:** Sewer extensions shall be made on the same basis which they are made for the City of Springdale, based on economic feasibility of such extensions, and shall be made at the sole discretion of the SUPPLIER, provided that in no event shall any extension or connection be made without the approval of USER. The SUPPLIER and the USER specifically agree that no extensions shall be made or installed within a residential subdivision or private housing development except at the expense of the developer or owner.

**(15) EASEMENTS:** The USER hereby grants to the SUPPLIER the right to own, operate and place additional sewer facilities on dedicated public streets, alleys, utility easements and other passageways. In order to facilitate required improvements, the USER agrees to cooperate with SUPPLIER and assist in obtaining authority to cross private property with sewer lines. The form of such easements, together with the provisions contained therein,

shall be the same used by the Springdale Water and Sewer Commission at the time such easements are granted and such easements and fee titles where necessary shall show the Springdale Water and Sewer Commission as the Grantee thereon. USER agrees to allow its name to be added to any eminent domain actions pursued by SUPPLIER regarding property within the corporate limits of USER if SUPPLIER'S legal counsel deems it necessary. The USER further agrees it will not unreasonably impair, hinder or delay the obtaining of such easements, or the construction of said required improvements, but will offer full support in all ways necessary to accomplish such improvements. All costs and expenses including legal fees in the procuring of such easements or fee title shall be borne by SUPPLIER.

**(16) MAINTENANCE OF FACILITIES:** The SUPPLIER shall maintain and service all current sewer facilities including the sewage lift stations and the proposed improvements, and for those which may be constructed into the system in the future. The SUPPLIER shall use reasonable diligence to provide and maintain uninterrupted service; but in case of cessation, deficiency, variation in pressure or any other failure of the service, resulting from Acts of God, public enemies, accidents, strikes, riots, wars, repairs, orders of a Court of competent jurisdiction, or other acts reasonably beyond the control of the SUPPLIER, the SUPPLIER shall not be held responsible for any damages, either directly or indirectly, resulting from such interruption or failure. If scheduled interruptions in service to the USER are necessary due to system repair, extension or rehabilitation, USER shall be notified of such outage prior to start of work. SUPPLIER shall notify its customers in the city of Johnson on the same basis it notifies its customers within the City of Springdale concerning interruptions. Notification shall be given by either one or all of the following media: Press, radio, letter, telephone or personal contact. Emergency repairs, resulting in temporary interruption of service to customers, can be made without notification to expedite necessary repairs and restoration of service.

**(17) ORDINANCES AND REGULATIONS:** The USER agrees to adopt such resolutions, ordinances, rules and regulations as will allow the SUPPLIER to construct, maintain and operate the sewage system in accordance with the rules, regulations, and specifications of the Arkansas Department of Health, the U.S. Environmental Protection Agency, the Arkansas Department of Environmental Quality, and the SUPPLIER. Non-compliance with the said rules, regulations, or specifications may result in the discontinuance of service. The USER also agrees to adopt the necessary ordinances to provide the SUPPLIER with the necessary authority to implement any enforcement action of state and federal law, including regulations.

**(18) COMPLIANCE:** The USER and all sewer customers shall comply with, at all times, the health ordinances, rules and regulations of the City of Springdale, the Springdale Water and Sewer Commission, the U.S. Environmental Protection Agency, the Arkansas

Department of Health and Human Services, and the Arkansas Department of Environmental Quality governing sewer operations and usage which may now exist or may hereinafter be promulgated. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water and sewer service and the SUPPLIER shall in no way be liable for any damages or expenses which may result from such discontinuance.

**(19) TAXES PROHIBITED:** The USER will not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon the SUPPLIER, the sewer system or the operations called for by this contract. Nothing contained herein shall preclude the collection of any gross receipts tax (i.e. state, county or local sales tax) enacted in accordance with state law and not otherwise made exempt by state law.

**(20) NOTICES:** Any written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties at the address below:

Springdale Water and Sewer Commission  
526 Oak Ave.  
Springdale, AR 72764

City of Johnson  
PO Box 563  
Johnson, AR 72741

**(21) COMPLETE AGREEMENT:** It is agreed that neither party hereto is relying upon any oral or written information made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto. It is further agreed that all earlier contracts for sanitary sewer service are hereby rescinded.

**(22) SEVERABILITY:** If any phrase, clause, sentence or paragraph of this contract shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining sentences, paragraphs or clauses of this contract.

IN WITNESS WHEREOF, the SUPPLIER and the USER have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

**SPRINGDALE WATER AND  
SEWER COMMISSION**

**CITY OF SPRINGDALE, ARKANSAS**

\_\_\_\_\_  
Chris G. Weiser, Chairman

\_\_\_\_\_  
Doug Sprouse, Mayor

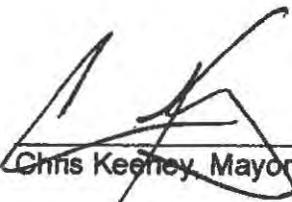
ATTEST:

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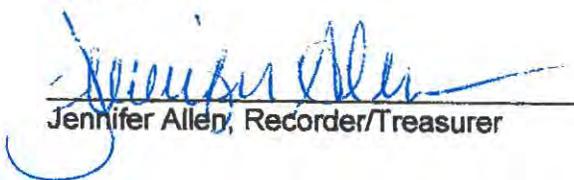
\_\_\_\_\_  
Paul E. Lawrence, Secretary

\_\_\_\_\_  
Denise Pearce, City Clerk

**CITY OF JOHNSON, ARKANSAS**

  
\_\_\_\_\_  
Chris Keeney, Mayor

ATTEST:

  
\_\_\_\_\_  
Jennifer Allen, Recorder/Treasurer

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING ORDINANCE NO. 5055 AS IT PERTAINS TO 4622 FALCON ST. (PARCEL #815-29789-430).**

**WHEREAS**, Ordinance No. 4853 was passed on May 24, 2016 placing a clean-up lien on the following properties:

**WHEREAS**, payment in full was received on May 25, 2016 from the property owner of property located at (Parcel #815-21470-000), prior to Ordinance 5055 being filed with the Washington County Circuit Clerk.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that Ordinance No. 5055 is hereby repealed in its entirety and replaced with a new ordinance to be presented to City Council on June 14, 2016.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of June, 2016.

\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

\_\_\_\_\_  
Denise Pearce, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

**ORDINANCE NO. 5055**

**AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.**

**WHEREAS**, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

**PROPERTY OWNER:** Coleman Development, LLC

**LEGAL DESCRIPTION:** A part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 18 North, Range 30 West, Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at a point 440 feet East of the Southwest corner of said 40 acres, thence North 420 feet; thence East 220 feet; thence South 420 Feet, thence West 220 feet to the point of beginning, containing 2.12 acres, more or less, and being subject to the reservation of a 12 foot strip along the West side of the above-described property for use as a road right-of-way as contained in a Warranty Deed recorded in the records on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas in Book 1243 at Page 752.

**LAYMAN'S DESCRIPTION:** 4622 Falcon Rd.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-29789-430

**PROPERTY OWNER:** U.S. Bank, National Association  
**LEGAL DESCRIPTION:** Part of the W 1/2 of the NE 1/4 of the SW 1/4 of Section 35, Township 18 North, Range 30 West, more particularly described as follows, to-wit: Beginning at a point 40 feet East and 359 feet North of the SW corner of said 20 acre tract, and running, thence North 115 feet, thence East 88 feet, thence South 115 feet, thence West 88 feet to the point of beginning, being further designated as Lot Numbered 1 in Block Numbered 1, Bird's Subdivision to the City of Springdale, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION:** 1714 Sisco Ave.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** #815-20473-000

**PROPERTY OWNER:** Al L. & Juanita C. Bowen  
**LEGAL DESCRIPTION:** Lot Numbered 7 in Block Numbered 2 of Woodland Heights Subdivision #2 to the City of Springdale, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 2403 Sycamore Pl.  
Springdale, Arkansas  
**PARCEL NO.:** #815-27282-000

**WHEREAS**, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

**WHEREAS**, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$1,433.80 clean-up costs and \$28.48 administrative costs – 4622 Falcon Rd. (#815-29789-430)  
\$388.42 clean-up costs and \$21.74 administrative costs – 1714 Sisco Ave. (#815-20473-000)  
\$400.42 clean-up costs and \$28.48 administrative costs – 2403 Sycamore Pl. (#815-27282-000)

**WHEREAS**, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

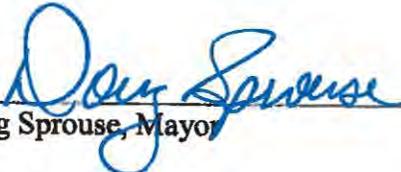
**WHEREAS**, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$1,462.28, plus 10% for collection – 4622 Falcon Rd. (#815-29789-430)  
\$431.90, plus 10% for collection – 1714 Sisco Ave. (#815-20473-000)  
\$428.90, plus 10% for collection – 2403 Sycamore Pl. (#815-27282-000)

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

**PASSED AND APPROVED** this 24<sup>th</sup> day of May, 2016.

  
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

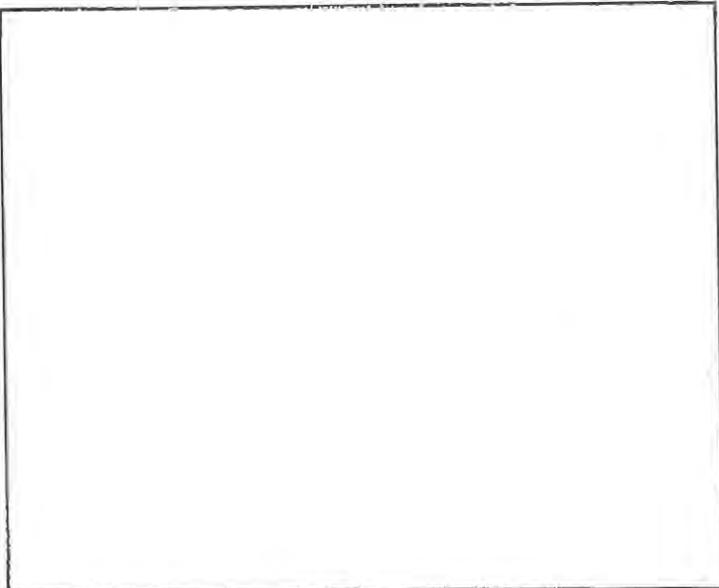
  
\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.**



**WHEREAS**, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:

**PROPERTY OWNER:** Wilmington Savings Fund Society  
**LEGAL DESCRIPTION:** Lot 63, The Commons Planned Unit Development, Phase IA, Springdale, Washington County, Arkansas as shown on Revised Final Plat Record 23 at Page 57.  
**LAYMAN'S DESCRIPTION:** 2849 Amhurst Loop  
Springdale, Arkansas  
**PARCEL NO.:** #815-36037-000

**PROPERTY OWNER:** U.S. Bank, National Association  
**LEGAL DESCRIPTION:** Part of the W 1/2 of the NE 1/4 of the SW 1/4 of Section 35, Township 18 North, Range 30 West, more particularly described as follows, to-wit: Beginning at a point 40 feet East and 359 feet North of the SW corner of said 20 acre tract, and running, thence North 115 feet, thence East 88 feet, thence South 115 feet, thence West 88 feet to the point of beginning, being further designated as Lot Numbered 1 in Block Numbered 1, Bird's Subdivision to the City of Springdale, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION:** 1714 Sisco Ave.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** #815-20473-000

**PROPERTY OWNER:** Al L. & Juanita C. Bowen  
**LEGAL DESCRIPTION:** Lot Numbered 7 in Block Numbered 2 of Woodland Heights Subdivision #2 to the City of Springdale, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 2403 Sycamore Pl.  
Springdale, Arkansas  
**PARCEL NO.:** #815-27282-000

**WHEREAS**, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

**WHEREAS**, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$837.96 clean-up costs and \$28.48 administrative costs – 2849 Amhurst Loop (#815-36037-000)  
\$388.42 clean-up costs and \$21.74 administrative costs – 1714 Sisco Ave. (#815-20473-000)  
\$400.42 clean-up costs and \$28.48 administrative costs – 2403 Sycamore Pl. (#815-27282-000)

**WHEREAS**, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

**WHEREAS**, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$866.44, plus 10% for collection - 2849 Amhurst Loop (#815-36037-000)  
\$431.90, plus 10% for collection – 1714 Sisco Ave. (#815-20473-000)  
\$428.90, plus 10% for collection – 2403 Sycamore Pl. (#815-27282-000)

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of June, 2016.

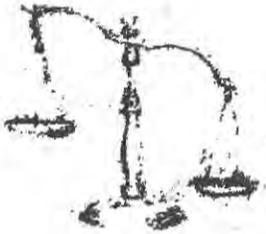
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



## Office Of The City Attorney

201 Spring Street  
Springdale, Arkansas 72764  
Phone (479) 756-5900  
Fax (479) 750-4732  
www.springdalear.gov  
ssparkman@springdalear.gov

April 22, 2016

**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

Wilmington Savings Fund Society  
15480 Laguna Canyon Rd., Suite 100  
Irvine, CA 92618

Wilmington Savings Fund Society  
Controller's Office  
500 Delaware Ave.  
Wilmington, DE 19801

RE: Notice of clean-up lien on property located at 2849 Amhurst Loop,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
36037-000

Dear Property Owner:

On March 18, 2016, notice was posted on property located at 2849 Amhurst Loop, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on March 30, 2016, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

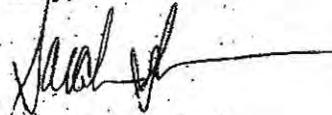
No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about April 19, 2016. As of this date, the total costs incurred by the City of Springdale to clean this property are \$837.96. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before June 14, 2016, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, June 14, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$851.44, which includes \$837.96 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch

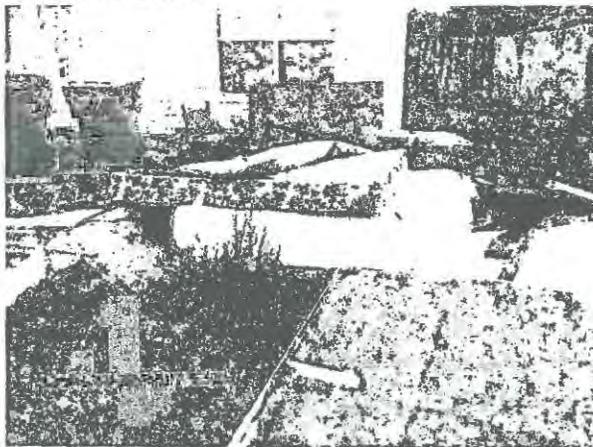


# City of Springdale Code Enforcement

210 Spring Street – Springdale, AR 72764 – Office 479/756-7712

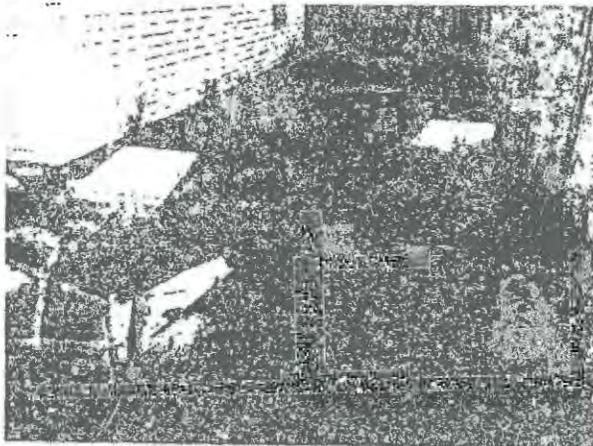
**CITY ABATEMENT - Tuesday, April 19, 2016 8:22:35 AM (645 CITY ABATEMENT)**

User Name                   **645 CITY ABATEMENT**  
User #                       **4797993474**  
Form Started               **4/19/2016 8:22:35 AM**  
Property Address         **2849 Amhurst Loop**  
Before Picture             **Attached Data**



Before Picture

Attached Data



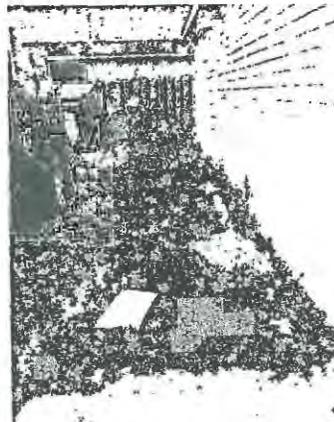
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Lien

Date of Abatement

Tuesday, April 19, 2016 8:22:00 AM

Officer on Site

Bradley Clyne

Supervisor on Job

Henry Hernandez

**Employee**

Employee

Henry Hernandez

HH Benefit Rate

\$27.42

**Method of Compliance**

1 Method of Compliance

Mowing, Junk and Trash Removal from Curb, Property Clean Up - Junk and Trash

**Equipment Used**

Equipment

748 Grasshopper, 6031 Service Truck-Landscaping, 6050 1-ton Work Truck Landscaping

748 Grasshopper

\$55.00

6031 Service Truck-Landscaping

\$35.00

6050 1-ton Work Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

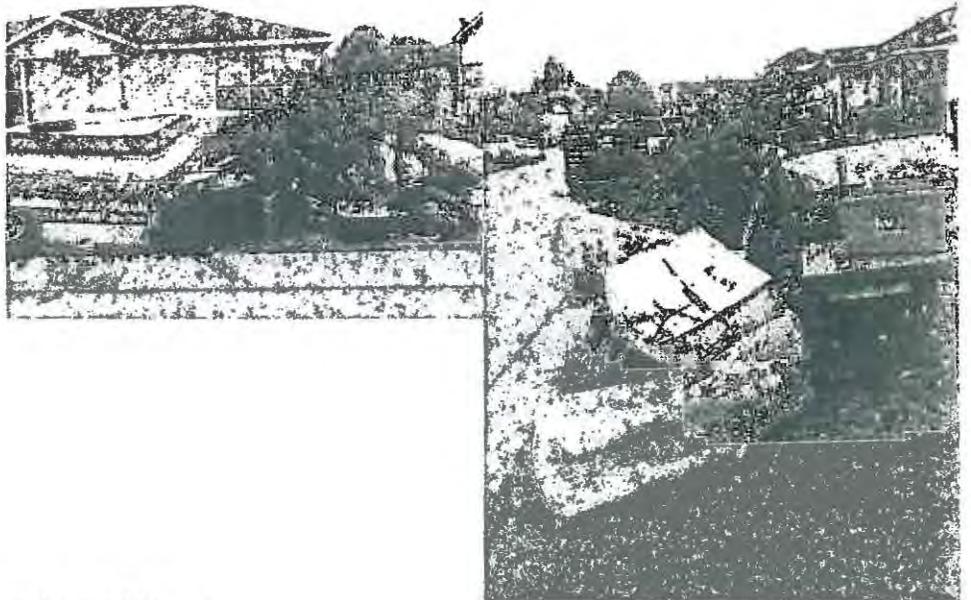
Number of Temporary Laborers

4

Temporary Labor Cost

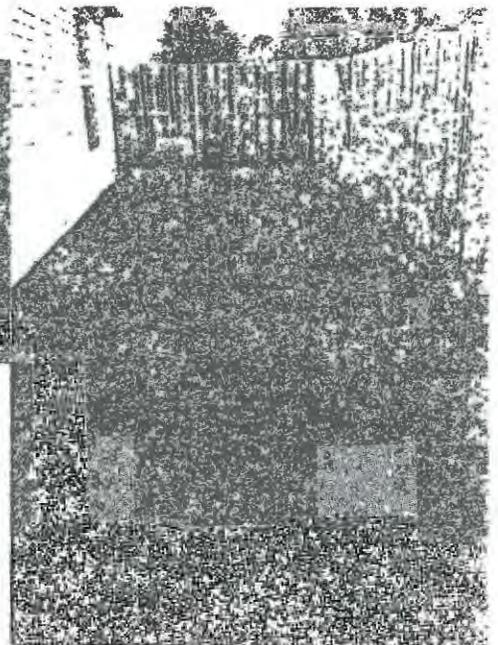
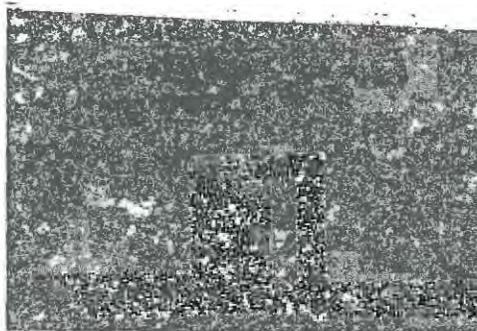
48.00

Employee Cost per hour 27.42  
Total Employee Cost 27.42  
Equipment Cost per hour 125.00  
Total Equipment Cost 125.00  
Mobilization Fee \$200.00  
Extra materials cost \$0.00  
Total Cost of Abatement 400.42  
Final Photos Attached Data



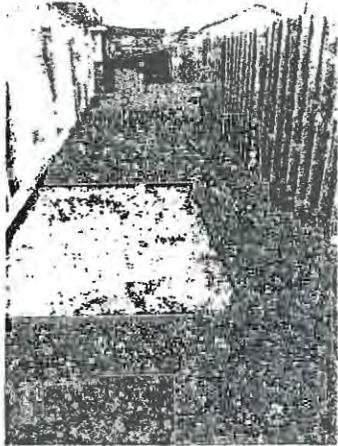
Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data





# City of Springdale Code Enforcement

210 Spring Street – Springdale, AR 72764 – Office 479/756-7712

**CITY ABATEMENT - Tuesday, April 19, 2016 1:10:35 PM (1- BULKY WASTE )**

User Name	1- BULKY WASTE
User #	4792839382
Form Started	4/19/2016 1:10:35 PM
Property Address	2849amhurst
Before Picture	Attached Data



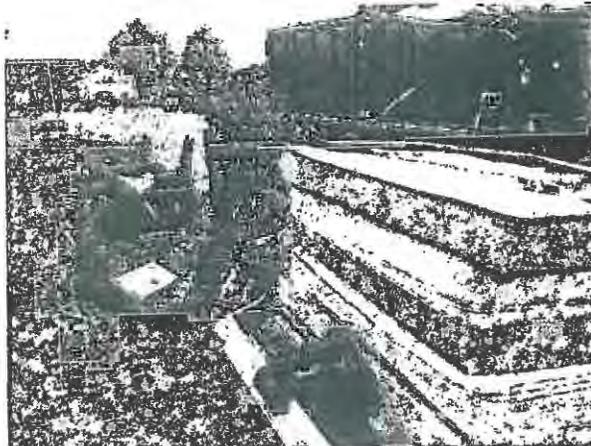
Before Picture

Attached Data



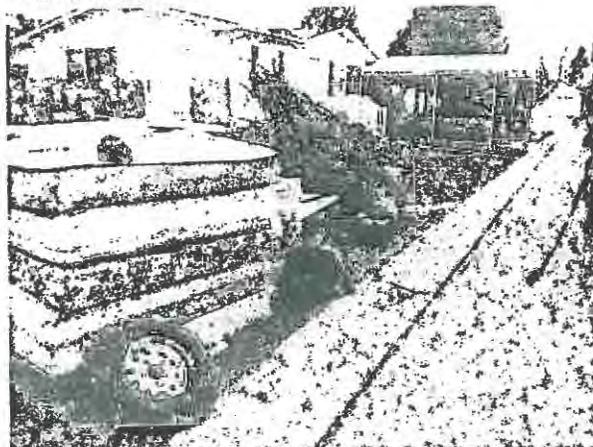
Before Picture

Attached Data



Before Picture

Attached Data

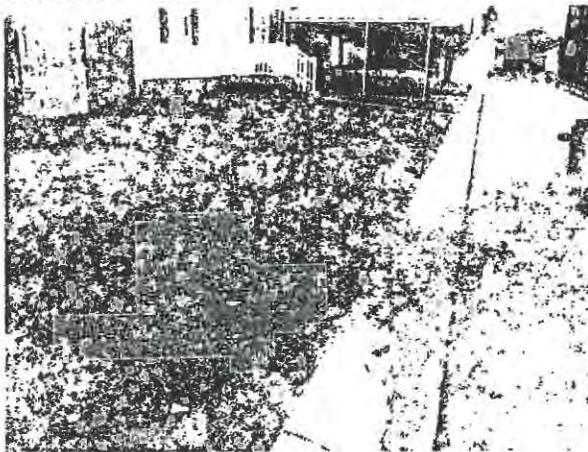


Type of Abatement	Lien
Date of Abatement	Tuesday, April 19, 2016 1:10:00 PM
<b>Employee</b>	
Employee	Leonard McCoy,Rod Dorsey
Leonard McCoy	\$19.62
RD Benefit Rate	\$17.92
<b>Method of Compliance</b>	
<b>Equipment Used</b>	
Equipment	660/652 New Bulky Waste Truck
660 New Bulky Waste Truck	\$200.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	0.00
Employee Cost per hour	37.54
Total Employee Cost	37.54
Equipment Cost per hour	200.00
Total Equipment Cost	200.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00

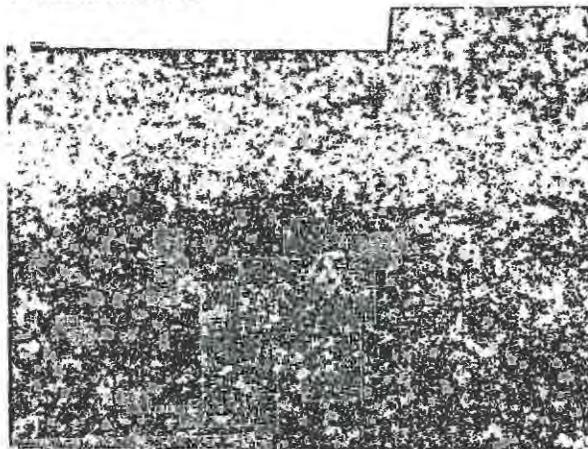
Total Cost of Abatement 437.54

Extra Materials &/or Notes 0

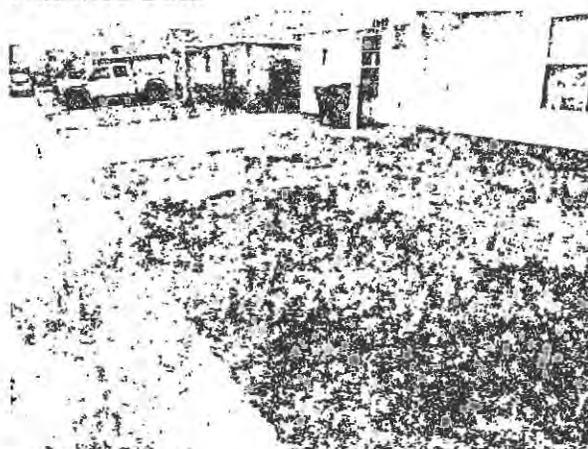
Final Photos Attached Data

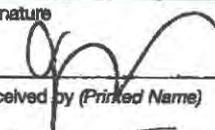


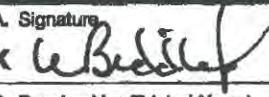
Final Photos Attached Data



Final Photos Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to:  <p style="text-align: center;">Wilmington Savings Fund Society 15480 Laguna Canyon Rd., Suite 100 Irvine, CA 92618</p>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) 7015 1520 0002 6033 1552		
PS Form 3811, July 2013 Domestic Return Receipt		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to:  <p style="text-align: center;">Wilmington Savings Fund Society Controller's Office 500 Delaware Ave. Wilmington, DE 19801</p>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) 7015 1520 0002 6033 1545		
PS Form 3811, July 2013 Domestic Return Receipt		



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
ssparkman@springdalear.gov

April 11, 2016

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 Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Vickie S. and Jordan L. Kendrick
1009 Lowell Rd.
Springdale, AR 72764-2441

Ken F. Calhoon, Registered Agent
For Arvest Mortgage Company
Eighth Floor - One Riverfront Place
North Little Rock, AR 72114

RE: Notice of clean-up lien on property located at 1009 Lowell Rd.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
22843-000

Dear Property Owner/Lienholder:

On March 16, 2016, notice was posted on property located at 1009 Lowell Rd.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, 42-78, 91-65, and 110-136, and needed to be remedied within
seven (7) days. Notice was mailed to the owner of record on February 16, 2016,
that the City intended to seek a clean-up lien on this property pursuant to Ark.
Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about April 7, 2016. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$286.42. I have enclosed an invoice
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.74 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before May 24, 2016, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, May 24, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$299.90, which includes \$286.42 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



# City of Springdale Code Enforcement

210 Spring Street – Springdale, AR 72764 – Office 479/756-7712

## CITY ABATEMENT - Thursday, April 07, 2016 1:28:55 PM (645 CITY ABATEMENT)

User Name 645 CITY ABATEMENT  
User # 4797993474  
Form Started 4/7/2016 1:28:55 PM  
Property Address 1009 Lowell Rd  
Before Picture Attached Data



Before Picture

Attached Data



Type of Abatement Lien  
Date of Abatement Thursday, April 07, 2016 1:28:00 PM  
Officer on Site Bradley Clyne  
Supervisor on Job Henry Hernandez  
Employee  
Employee Henry Hernandez

HH Benefit Rate	\$27.42
<b>Method of Compliance</b>	
<b>Equipment Used</b>	
Equipment	6050 1-ton Work Truck Landscaping
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	24.00
Employee Cost per hour	27.42
Total Employee Cost	27.42
Equipment Cost per hour	35.00
Total Equipment Cost	35.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	286.42
Final Photos	Attached Data



Final Photos



Attached Data

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee  <i>X Vickie Kendrick</i></p>
<p>1. Article Addressed to:</p> <p><i>Vickie and Jordan L. Kendrick</i>  1009 Lowell Rd.  Springdale, AR 72764-2441</p>	<p>B. Received by (Printed Name)  <i>Vickie Kendrick</i></p> <p>C. Date of Delivery  <i>4-19-16</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No  If YES, enter delivery address below:</p>
<p>2. Article Number  (Transfer from service label)</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Collect on Delivery</p>
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7015 1520 0002 6033 1354</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"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee  <i>X Julie Bauser</i></p>
<p>1. Article Addressed to:</p> <p><i>Ken F. Calhoun, Registered Agent</i>  For Great Mortgage Company  Eighth Floor - One Riverfront Place  North Little Rock, AR 72114</p>	<p>B. Received by (Printed Name)  <i>Julie Bauser</i></p> <p>C. Date of Delivery  <i>4/14/2016</i></p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes  <input type="checkbox"/> No  If YES, enter delivery address below:</p>
	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7015 1520 0002 6033 1361</p>	



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
ssparkman@springdalear.gov

April 19, 2016

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

Lynnda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

The Corporation Company d/b/a
CT Corporation, Registered Agent
for U.S. Bank, NA
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 1714 Sisco Ave.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
20473-000

Dear Property Owner:

On March 3, 2016, notice was posted on property located at 805 Kansas St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on March 11, 2016, that the City
intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-
54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about April 11, 2016. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$388.42. I have enclosed an invoice
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.74 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of
Springdale on or before May 24, 2016, a hearing will be held before the
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the

amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, May 24, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$395.16, which includes \$388.42 for cleaning up the property and \$6.74 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



# City of Springdale Code Enforcement

210 Spring Street – Springdale, AR 72764 – Office 479/756-7712

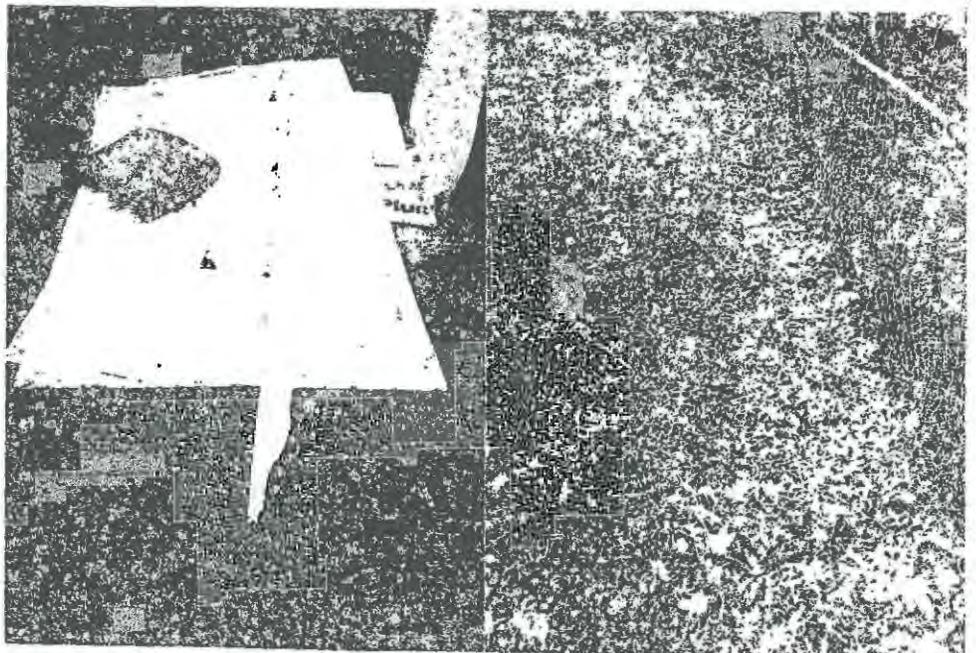
**CITY ABATEMENT - Monday, April 11, 2016 2:23:31 PM (645 CITY ABATEMENT)**

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	4/11/2016 2:23:31 PM
Property Address	1714 Sisco Av
Before Picture	Attached Data



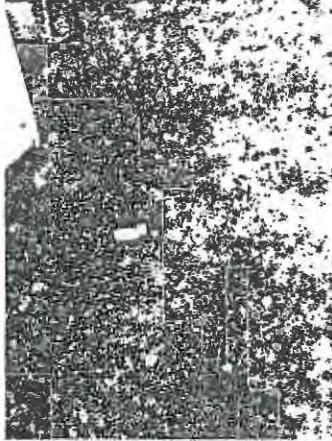
Before Picture

Attached Data



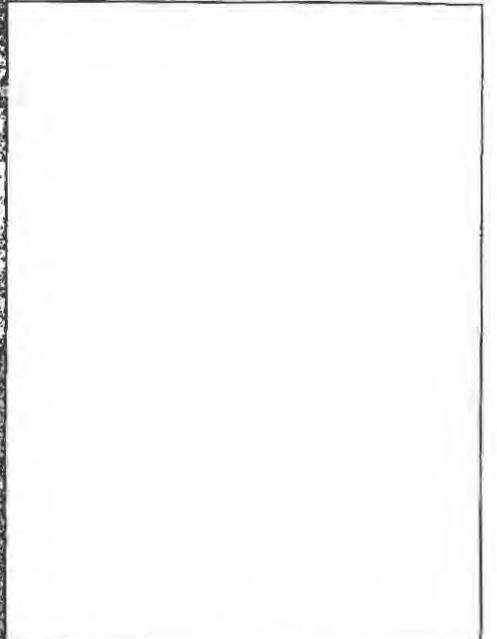
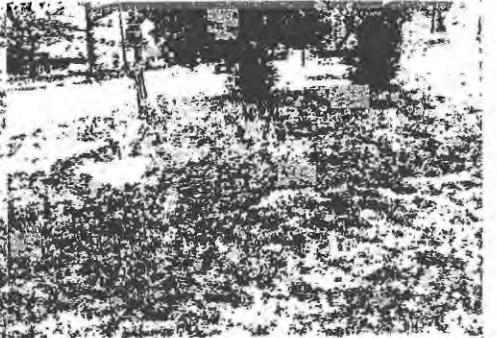
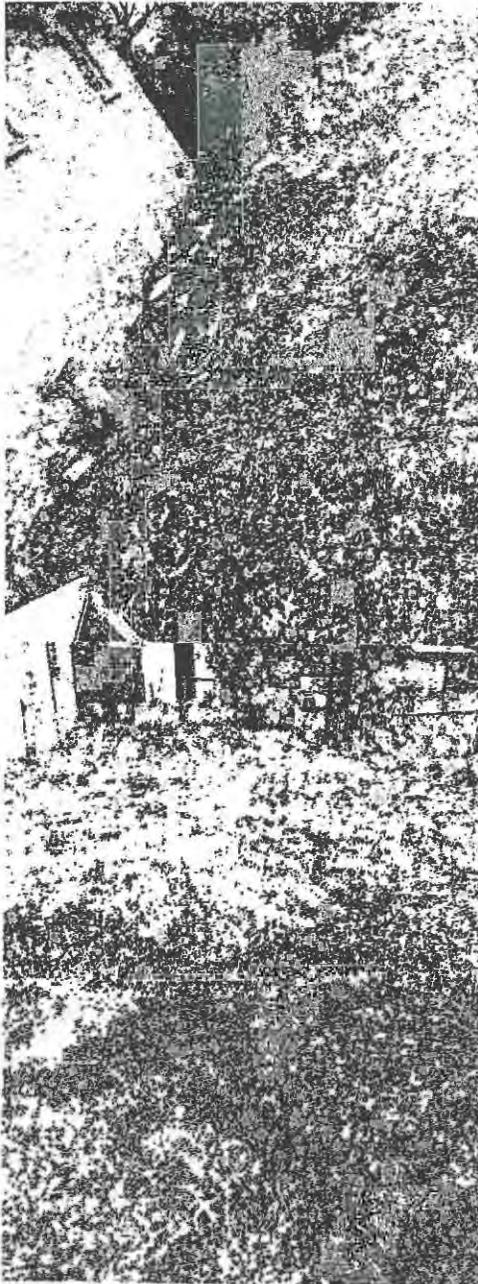
Before Picture

Attached Data

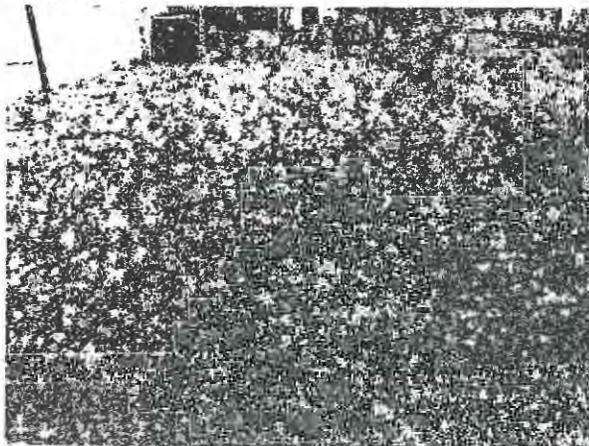


Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Monday, April 11, 2016 2:23:00 PM
Officer on Site	Bradley Clyne
Supervisor on Job	Henry Hernandez
<b>Employee</b>	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
<b>Method of Compliance</b>	
1 Method of Compliance	Mowing,Property Clean Up - Junk and Trash
<b>Equipment Used</b>	
Equipment	748 Grasshopper,6030 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
6030 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Cost	36.00
Employee Cost per hour	27.42
Total Employee Cost	27.42
Equipment Cost per hour	125.00
Total Equipment Cost	125.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	388.42
Final Photos	Attached Data



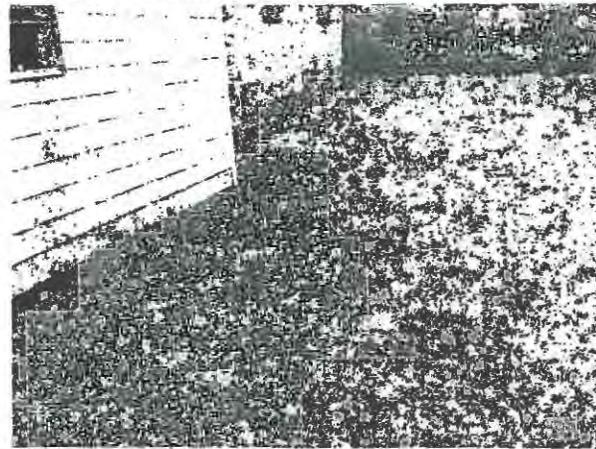
Final Photos

Attached Data



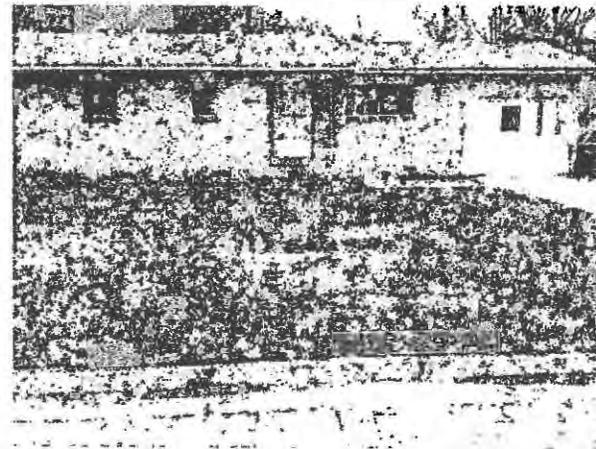
Final Photos

Attached Data



Final Photos

Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.         </p> <p> <b>1. Article Addressed to:</b>            The Corporation Company d/b/a            CT Corporation, Registered Agent            for Bank, NA            124 Capitol Ave., Suite 1900            Little Rock, AR 72201         </p>	<p> <b>A. Signature</b>            X <b>CT CORPORATION</b>  <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee         </p> <p> <b>B. Received by (Printed Name)</b>  <b>C. Date of Delivery</b>            APR 22 2016         </p> <p> <b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes            If YES, enter delivery address below: <input type="checkbox"/> No         </p> <p> <b>3. Service Type</b>  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery         </p> <p> <b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes         </p>
<p> <b>2. Article Number</b>            (Transfer from service label)         </p>	<p>7015 1520 0002 6033 1408</p>
<p>PS Form 3811, July 2013</p>	<p>Domestic Return Receipt</p>



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

April 11, 2016

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

Al L. & Juanita C. Bowen
3704 Johnson Rd.
Springdale, AR 72764

CERTIFIED MAIL
RETURN RECEIPT REQUESTED and
REGULAR MAIL

Deutsche Bank National Trust Co.
As Trustee for Soundview Home Loan Trust
1525 S. Beltline Rd.
Coppell, TX 75019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Notice of clean-up lien on property located at 2403 Sycamore
Place, Springdale, Washington County, Arkansas, Tax Parcel No.
815-27282-000

Dear Property Owner/Lienholder:

On May 17, 2015, notice was posted on property located at 2403 Sycamore Place,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on April 17, 2015, that the City
intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-
54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about April 8, 2016. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$400.42. I have enclosed an invoice
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.74 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of
Springdale on or before May 24, 2016, a hearing will be held before the

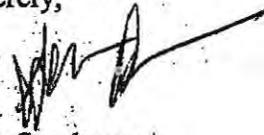
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, May 24, 2016 at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$413.90, which includes \$400.42 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

This letter is also being mailed by regular mail to Al and Juanita Bowen at the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service on Al and Juanita Bowen should the certified letter be returned.

If you should have any questions, please let me know.

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



# City of Springdale Code Enforcement

210 Spring Street – Springdale, AR 72764 – Office 479/756-7712

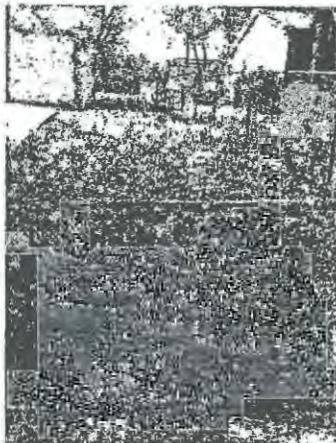
**CITY ABATEMENT - Friday, April 08, 2016 10:42:43 AM (645 CITY ABATEMENT)**

User Name 645 CITY ABATEMENT  
User # 4797993474  
Form Started 4/8/2016 10:42:43 AM  
Property Address 2403 Sycamore Pl  
Before Picture Attached Data



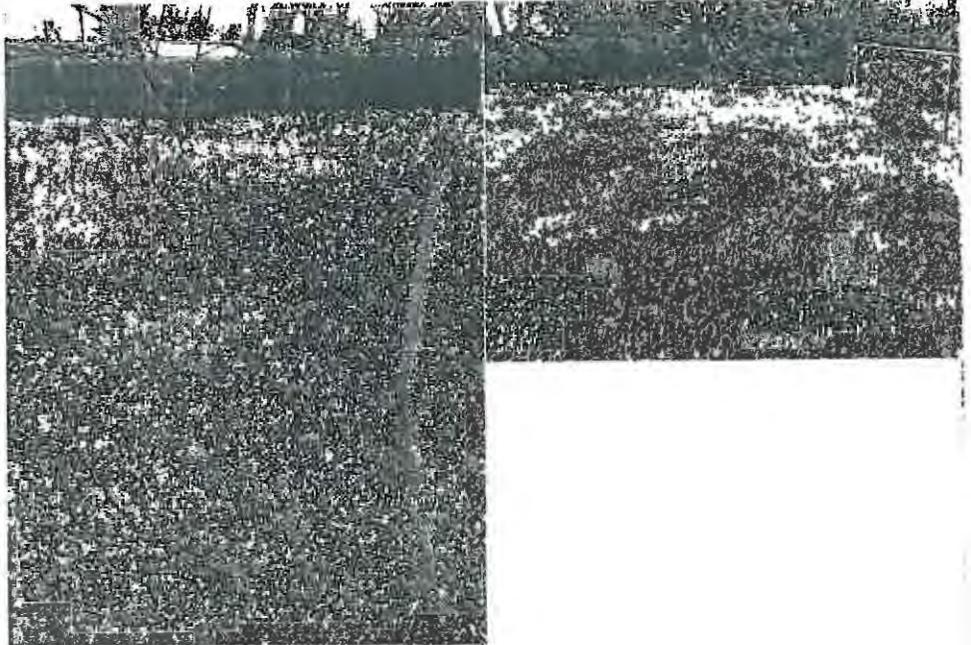
Before Picture

Attached Data



Before Picture

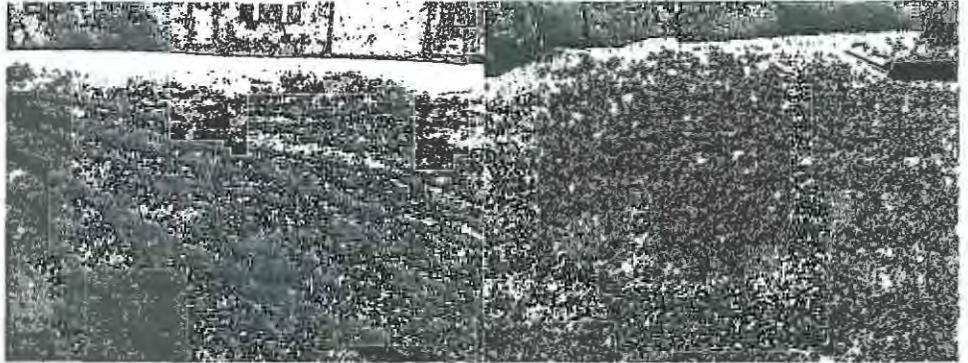
Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, April 08, 2016 10:42:00 AM
Officer on Site	Bradley Clyne
Supervisor on Job	Henry Hernandez
<b>Employee</b>	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
<b>Method of Compliance</b>	
1 Method of Compliance	Mowing
<b>Equipment Used</b>	
Equipment	748 Grasshopper,6026 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
6026 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	48.00
Employee Cost per hour	27.42
Total Employee Cost	27.42
Equipment Cost per hour	125.00
Total Equipment Cost	125.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	400.42

Final Photos

Attached Data



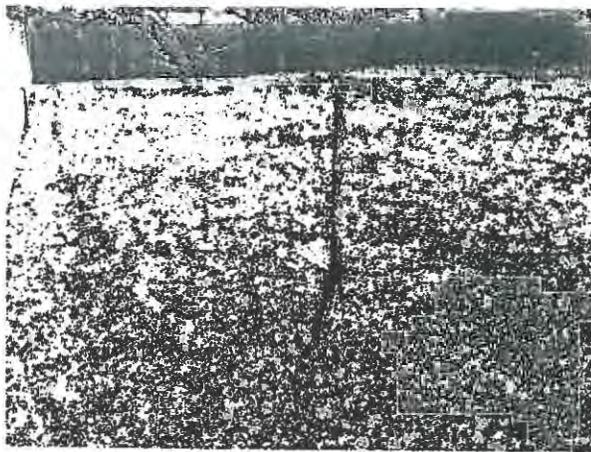
Final Photos

Attached Data



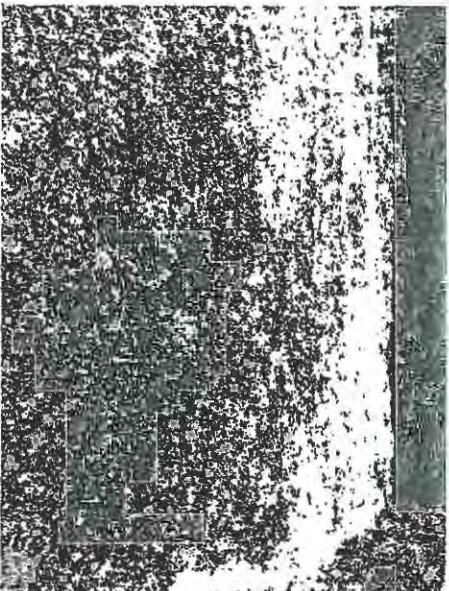
Final Photos

Attached Data



Final Photos

Attached Data



SENDER, COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.  <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.         </p> <p>1. Article Addressed to:</p> <p style="text-align: center;"> <b>Al L. &amp; Juanita C. Bowen</b>  <b>3704 Johnson Rd.</b>  <b>Springdale, AR 72764</b> </p>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Athy Bowen</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</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  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <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  <small>(Transfer from service label)</small></p>	<p>7015 1520 0002 6033 1323</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

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<p>2. Article Number  <small>(Transfer from service label)</small></p>	<p>7015 1520 0002 6033 1316</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	