

SCHEDULED COMMITTEE MEETING to be held at the Springdale Municipal Airport,. 802 Airport Avenue Springdale, AR 72764. Room location will be announced at a later date.

- **Monday, September 19<sup>th</sup>, 2016, 5:30 p.m. is the next Committee meetings.**
  - **Committee agendas will be available on Friday, September 16<sup>th</sup>, 2016.**

**SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, SEPTEMBER 13TH, 2016**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – **KATHY JAYCOX**

**6:00 p.m. OFFICIAL AGENDA**

1. *Large Print* agendas are available.
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) August 23<sup>rd</sup>, 2016 (3-14)
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; 11a-b; 12a-c; 15* (Motion must be approved by two-thirds (2/3) of the council members).
7. **A Public Hearing** on a petition to vacate a portion of a utility easement located at 6372 W. Sunset, Springdale, Washington County, Arkansas.
8. **An Ordinance** releasing, vacating, and abandoning a portion of a utility easement located on property in Springdale, Washington County, Arkansas, to declare an emergency and for other purposes. Item presented by: Ernest Cate, City Attorney (15-17)
9. **A Resolution** recognizing the "Arts and Ales Festival" event at the Arts Center of the Ozarks as a City approved event. Item presented by: Ernest Cate, City Attorney. (18)
10. **A Resolution** authorizing the sale of property to 56 DTE, LLC. (19-21)
11. Ordinance Committee Report and Recommendations by Chairman Mike Overton:
  - A. **An Ordinance** mending Section 110-56(1) of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. (Street and storm drainage). Committee recommended approval. (22-23)
  - B. **An Ordinance** amending Chapter 26, Article II.5 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. (Carnivals and circuses). Committee recommended approval. (24)

12. Planning Commission Report and Recommendations by Patsy Christie, Director of Planning:
  - A. **An Ordinance** amending Chapter 110, Article VI. Street Names and Address Number; to change the name of an existing street; to declare an emergency and for other purposes. (25)
  - B. **An Ordinance** amending Article 8, Section 2 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency and for other purposes. (26-27)
  - C. **An Ordinance** accepting the re-plat of Lot 1, Block 41, and 2B-2, Block 41, Harbor Meadows Planned Unit Development, Phase XII, to the City of Springdale, Arkansas, and declaring an emergency. (28-31)
13. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
  - D. **A Resolution** amending Section 4.6 of the Springdale Drainage Criteria Manual. Committee recommended approval. (32)
  - E. **A Resolution** authorizing the continuation of streetscape improvements to Emma Avenue pursuant to the Downtown Master Plan through the installation of controlled access points. Committee recommended approval. (33)
  - F. **A Resolution** authorizing award of a construction contract for the 5573 Elm Springs Road Demolition Project #CP-1609. Committee recommended approval. (34-43)
14. Finance Committee Report and Recommendations by Chairman Eric Ford:
  - A. **A Resolution** amending the 2016 budget of the Springdale Police Department. Committee recommended approval. (44-46)
  - B. **A Resolution** authorizing an extension of a copy machine contract for the Buildings Department. Committee recommended approval. (47-48)
  - C. **A Resolution** authorizing a change in the authorized staff and amending the 2016 budget of the Information Technology Department. Committee recommended approval. (49-54)
  - D. **A Resolution** authoring the sale of property to Northwest Arkansas Child Care Resources & Referral Center, INC., dba Child Care Aware of NWA. (55-70)
15. **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. Item presented by: Ernest Cate, City Attorney. (71-128)
16. Comments from Department Heads.
17. Comments from Council Members.
18. Comments from City Attorney.
19. Comments from Mayor
20. Adjournment.

SPRINGDALE CITY COUNCIL  
AUGUST 23, 2016

The City Council of the City of Springdale met in regular session on August 23, 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:

Wyman Morgan	Director of Finance & Admin.
Mike Peters	Police Chief
Mike Irwin	Fire Chief
Patsy Christie	Planning Director
Courtney Kremer	Animal Services Director
Melissa Reeves	Public Relations Director
Brad Baldwin	Engineering Director
Sam Goade	Public Works Director
Mike Chamlee	Buildings Director
Gina Lewis	Human Resources Director

AGENDA ITEM ADDED

At the request of Mayor Sprouse, Alderman Reed made the motion to add a Resolution to the City Council agenda as item 13, which pertains to the State Aid City Street Project. Alderman Jaycox made the second.

The vote:

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

No: None

RECOGNITION OF LYNDA BELVEDRESI FOR PEACE AT HOME FAMILY SHELTER COMMUNITY COURAGE AWARD

City Attorney Ernest Cate recognized Lynda Belvedresi who is the Case Coordinator Victim Advocate in the City Attorney's Office for receiving the Peace at Home Family Shelter Community Courage Award.

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the August 9, 2016 City Council meeting be approved as presented. Alderman Evans made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman Reed 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 Jaycox made the second.

The vote:

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

No: None

RESOLUTION NO. 68-16 – RECOGNIZING THE "2016 BIKES, BLUES AND BBQ" EVENT AS A CITY APPROVED EVENT

City Attorney Ernest Cate presented a Resolution recognizing the "2016 Bikes, Blues and BBQ" Event as a city approved event that will be held September 21<sup>st</sup> to September 24<sup>th</sup>, 2016.

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

**A RESOLUTION RECOGNIZING THE "2016 BIKES, BLUES AND BBQ" EVENT AS A CITY APPROVED SPECIAL EVENT.**

**WHEREAS**, the annual "Bikes, Blues, and BBQ" event brings thousands of visitors to Northwest Arkansas, thereby generating tourism dollars for Springdale, Arkansas;

**WHEREAS**, the 2016 "Bikes, Blues, and BBQ" event will take place from September 21<sup>st</sup> to September 24<sup>th</sup>, 2016;

**WHEREAS**, the parking lot of Arvest Ballpark is an excellent venue to host activities and events associated with Bikes, Blues, and BBQ;

**WHEREAS**, the City of Springdale wishes to declare the 2016 Bikes, Blues, and BBQ event a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of Bikes, Blues, and BBQ to utilize the parking lot of Arvest Ballpark during this special event.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2016 "Bikes, Blues, and BBQ" event, which will take place from September 21<sup>st</sup> to September 24<sup>th</sup>, 2016, is hereby recognized as a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of Bikes, Blues, and BBQ to utilize the parking lot of Arvest Ballpark during this special event.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 68-16.

RESOLUTION NO. 69-16 – AMENDING THE 2016 BUDGET OF THE  
SPRINGDALE POLICE DEPARTMENT TO PURCHASE VEHICLES

Alderman Eric Ford presented a Resolution amending the 2016 Budget of the Springdale Police Department to purchase three new vehicles.

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

**A RESOLUTION AMENDING THE 2016 BUDGET OF THE CITY  
OF SPRINGDALE POLICE DEPARTMENT**

**WHEREAS**, the Police Department has received funds that have not been appropriated from several sources; and

**WHEREAS**, the Police Chief has requested that some of these funds be appropriated for the purchase of three vehicles;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR  
THE CITY OF SPRINGDALE, ARKANSAS, that** the 2016 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014218031	Vehicles	377,000	68,230		445,230
Police Revenue	10105013920000	Sale of Capital Assets	0	18,330		18,330
Police Revenue	10105013970000	Insurance Recoveries	0	42,420		42,420
Police Revenue	10105013810000	Other Income	85,000	7,480		92,480
Police	10105014218050	Capital From Reserves	40,000	8,990		48,990

**PASSED AND APPROVED** this \_\_\_\_ day of August, 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: Reed, Jaycox, Culver, Watson, Overton, Ford, Lawson, Evans

No: None

The Resolution was numbered 69-16.

RESOLUTION NO. 70-16 – AMENDING THE 2016 BUDGET OF THE PUBLIC WORKS DEPARTMENT (UNEXPECTED EXPENDITURES – BOSTON MOUNTAIN SOLID WASTE GRANT, WILKINSON LANE DRAINAGE IMPROVEMENTS AND DESIGN OF CAMBRIDGE STREET IMPROVEMENTS)

Alderman Eric Ford presented a Resolution amending the 2016 Budget of the Public Works Department to cover unexpected expenditures such as a Boston Mountain Solid Waste grant, Wilkinson Lane Drainage improvements and the design of Cambridge Street improvements.

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

**A RESOLUTION AMENDING THE 2016 BUDGET OF THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the Public Works Department has had several unexpected expenditures that were not anticipated during the preparation of the 2016 budget, and

**WHEREAS**, some of these unexpected expenditures were a Boston Mountain Solid Waste grant, Wilkinson Ln Drainage Improvements, and the Design of Cambridge Street Improvements, and

**WHEREAS**, there are adequate funds in the Street Fund in other line items to cover these expenditures, and

**WHEREAS**, the Public Works Director has requested an amendment to the budget to adjust the budget to reflect these events;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2016 budget of the Public Works Department is hereby amended as follows:

SPRINGDALE CITY COUNCIL  
AUGUST 23, 2016

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Street	20102014315150	Damaged Property	3,500	1,500		5,000
Street	20102014316001	Office & Postage	5,500	4,000		9,500
Street	20102014318025	Building Improvements	3,500	26,500		30,000
Street	20102054316055	Landscaping	44,500	25,500		70,000
Street	20102064314004	Materials Testing		1,000		1,000
Street	20102064314005	Engineering	1,000	20,000		21,000
Street	20102064314005	Other Professional Serv		2,000		2,000
Street	20102064317035	Contract Labor	10,000	20,000		30,000
Street	20102064318201	General Construction		166,000		166,000
Street	20102074314005	Engineering		100,000		100,000
Street	20102074314010	Other		1,000		1,000
Street	20102074317037	Contract Labor/Paving	500,000		367,500	132,000
				<u>367,500</u>	<u>367,500</u>	
Street	20102074314006	Engineering /Trails		200,000		200,000
Street	20102074316057	Material/Sidewalks/Trails	1,000,000		200,000	800,000
Street	20102074317035	Contract Labor		50,000		50,000
Street	20102074317035	Contract Labor/Milling	75,000		50,000	25,000
Street Revenue	20102013670000	Misc. Grants		12,000		12,000
Street	20102014317020	Grant Expenditures		12,000		12,000

**PASSED AND APPROVED** this \_\_\_\_ day of August, 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 Evans made the second.

The vote:

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

No: None

The Resolution was numbered 70-16.

**RESOLUTION NO. 71-16 – AUTHORIZING A CHANGE IN THE AUTHORIZED STAFF OF THE ANIMAL SHELTER**

Alderman Eric Ford presented a Resolution authorizing a change in the authorized staff of the animal shelter. The staff is recommending the position of Assistant Manager be modified and the title be changed to Assistant Manager/Adoption Specialist.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING A CHANGE IN THE  
AUTHORIZED STAFF OF THE ANIMAL SHELTER**

**WHEREAS**, the Animal Shelter is currently authorized a position of Assistant Manager at a pay grade 18 that is currently vacant, and

**WHEREAS**, the Animal Services Director has evaluated the staff needs of the department and has recommended modifying the position of Assistant Manager and changing the title to Assistant Manager/Adoption Specialist, and

**WHEREAS**, the job description has been revised and was rated at a pay grade of 20;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the position of Assistant Manager in the Animal Services Department is hereby eliminated and the position of Assistant Manager/Adoption Specialist at a pay grade 20 is hereby authorized.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 71-16.

**ORDINANCE NO. 5082 – AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE LOCATED AT 701 E. HUNTSVILLE AVENUE, WITHIN THE CITY OF SPRINGDALE, ARKANSAS**

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a lien for the razing and removal of a structure located at 701 E. Huntsville Avenue (Parcel #815-28420-000), located within the City of Springdale, Arkansas. Robby Riggins is the owner of the property.

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

The vote:

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

SPRINGDALE CITY COUNCIL  
AUGUST 23, 2016

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 5082.

ORDINANCE NO. 5083 -- 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 SPRINGALE, WASHINGTON COUNTY, ARKANSAS (2690 ALTON AVE., 414 EWALT AVE., FALCON ROAD, 609 E. HUNTSVILLE AVE., 2480 SPRINGBROOK AVE., 2403 TONI AVE., 1001 WILKINSON LANE)

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:

2690 Alton Ave. (#815-31477-000)  
414 Ewalt Ave. (#815-22459-000)  
Falcon Road (#815-31841-000)  
609 E. Huntsville Ave. (#815-28414-000)  
2480 Springbrook Ave. (#815-33611-000)  
2403 Toni Ave. (#815-23741-000)  
1001 Wilkinson Ln. (#815-28149-000)

The owner from Securities Investments, LLC, property located at 609 E. Huntsville discussed the notice he received and felt like he shouldn't have been charged for the clean-up.

Missha Wagner, Community Engagement Director, requested that the property owned by Raul Pena located at 2690A Alton Avenue be removed from tonight's ordinance.

Alderman Reed made the motion to remove the Pena property located at 2690A Alton Avenue from this ordinance. Alderman Jaycox made the second.

The vote:

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

No: None

James Logsdon, 31841 Falcon Road, spoke to Council about his property and the lien placed on it. There is some confusion on the property lines in this area. He agrees part of the property cleaned up was his but the other part does not belong to him.

After discussion, Alderman Watson made the motion to remove 31841 Falcon Road from this ordinance. Alderman Overton made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5083.

RESOLUTION NO. 72-16 – APPROVING A CONDITIONAL USE APPEAL BY BADILLO AND VERDE FOR A TANDEM LOT SPLIT AT 5398 MCGARRAH ROAD AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Badillo and Verde for a tandem lot split at 5398 McGarrah Road as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their August 2, 2016 meeting.

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

**A RESOLUTION APPROVING A CONDITIONAL USE AT 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 August 2, 2016, on a request by Badillo & Verde for a conditional use for a Tandem Lot Split at 5398 McGarrah Road; and

**WHEREAS**, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no and recommends that a conditional use be granted to Badillo & Verde for a Tandem Lot Split 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 Badillo and Verde for a Tandem Lot split with the following conditions – No conditions set.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF AUGUST, 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 Jaycox made the second.

The vote:

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

No: None

The Resolution was numbered 72-16.

ORDINANCE NO. 5084 – REZONING PROPERTY OWNED BY SHILOH HOSPITALITY, LLC, LOCATED AT 4726, 4723 & 4641 WILLIAMSON LANE, FROM A-1 TO C-5

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Shiloh Hospitality, LLC, located at 4726, 4723 and 4641 Williamson Lane, from A-1 to C-5.

Planning Commission recommended approval at their August 2, 2016 meeting.

After reading the title of the Ordinance, Alderman Evans 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 5084.

ORDINANCE NO. 5085 – REZONING PROPERTY OWNED BY SPROUT HOLDING LOCATED IN WESTSIDE VILLAGE, PHASE II, FROM C-1 AND C-2 TO MF-16

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Sprout Holding located in Westside Village, Phase II, from C-1 and C-2 to MF-16.

Planning Commission recommended approval at their August 2, 2016 meeting.

SPRINGDALE CITY COUNCIL  
AUGUST 23, 2016

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5085.

ORDINANCE NO. 5086 – REZONING PROPERTY OWNED BY WADE AND BARBARA KAMPS LOCATED AT 1012 SCHMIEDING AVENUE, FROM C-1 TO C-2

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Wade and Barbara Kamps located at 1012 Schmieding Avenue, from C-1 to C-2.

Planning Commission recommended approval at their August 2, 2016 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5086.

ORDINANCE NO. 5087 – REZONING PROPERTY OWNED BY NANCI MOTA-FLORES LOCATED AT 608 JAMES AVENUE, FROM MF-12 TO I-1

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Nanci Mota-Flores located at 608 James Avenue, from MF-12 to I-1.

Planning Commission recommended approval at their August 2, 2016 meeting.

SPRINGDALE CITY COUNCIL  
AUGUST 23, 2016

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5087.

ORDINANCE NO. 5088 – REZONING PROPERTY OWNED BY ALMA BOYD  
LOCATED AT 2377 NORTH 56<sup>TH</sup> STREET, FROM A-1 TO SF-2

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Alma Boyd located at 2377 North 56<sup>th</sup> Street, from A-1 to SF-2.

Planning Commission recommended approval at their August 2, 2016 meeting.

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

The vote:

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

No: None

Alderman Evans 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 5088.

RESOLUTION NO. 73-16 – AUTHORIZING FUNDS FROM THE CAPITAL  
IMPROVEMENT PROJECT FUND FOR SPRINGDALE'S STATE AID CITY STREET  
PROJECT

Mayor Sprouse presented a Resolution authorizing funds from the Capital Improvement Project Fund for Springdale's State Aid City Street Project.

Public Works Director Sam Goade explained during subgrade excavation on sites 1, 2, 3, and 4, several unstable and yielding areas were encountered. These areas had to be undercut and backfilled with Aggregate Base Course (Class 7). This caused an overrun

for excavation and base stone by \$36,658.38. The streets are Elmdale, Ross, Hinshaw and Sunrise.

**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 was to be \$251,962.17 but overruns for excavation and base stone has increased the City's share and project cost by \$36,658.38;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of a maximum of \$288,620.55 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 August, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: Overton

The Resolution was numbered 73-16.

ADJOURNMENT

Alderman Overton made the motion to adjourn. Alderman Jaycox made the second.

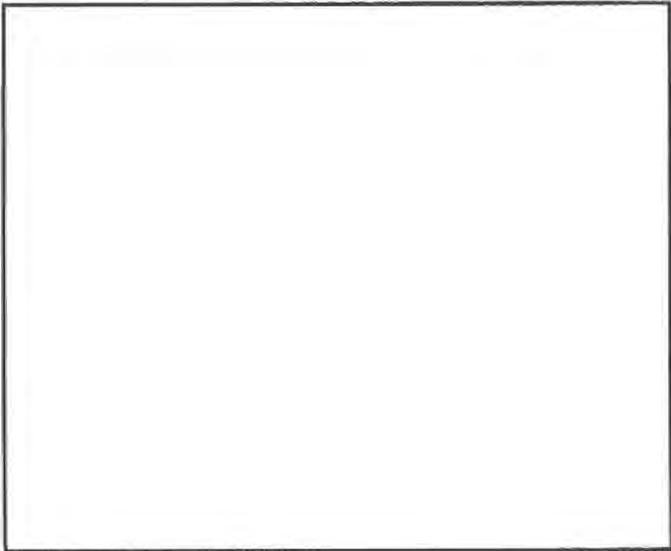
After a voice vote of all ayes and no nays, the meeting adjourned at 7:00 p.m.

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

\_\_\_\_\_  
Denise Pearce, City Clerk/Treasurer

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

**AN ORDINANCE RELEASING, VACATING, AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED ON PROPERTY IN SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**



**WHEREAS**, Smith Properties, LLC, petitioned the City Council for the City of Springdale, Arkansas, to release, vacate and abandon a portion of a utility easement more particularly described in Section 1 below;

**WHEREAS**, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

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

**Section 1:** That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

Commencing at the Southwest corner of the Northeast Quarter of Section 5, Township 17 North, Range 30 West; thence North 02°29'43" West a distance of 45.47 feet; thence South 87°44'03" East a distance of 30.00 feet; thence North 02°31'52" East a distance of 354.01 feet; thence South 84°27'57" East a distance of 71.41 feet; thence North 03°12'55" East a distance of 20.01 feet to the POINT OF BEGINNING; thence North 03°12'55" East a distance of 13.18 feet; thence North 26°14'04" West a distance of 107.46 feet; thence South 02°31'52" West a distance of 41.57 feet; thence South 26°14'04" East a distance of 65.77 feet; thence South 03°12'55" West a distance of 7.11 feet; thence South 84°27'57" East a distance of 20.02 feet to the POINT OF BEGINNING.

Containing 1.935 SQ. FT. more or less.

**LAYMAN'S DESCRIPTION:** 6372 W. Sunset Ave.  
Springdale, Washington County, Arkansas

**PARCEL NO.:** 815-30816-000

A survey showing the property abandoned is hereby incorporated by reference.

**Section 2: 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 13<sup>th</sup> day of September, 2016.

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

**ATTEST:**

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

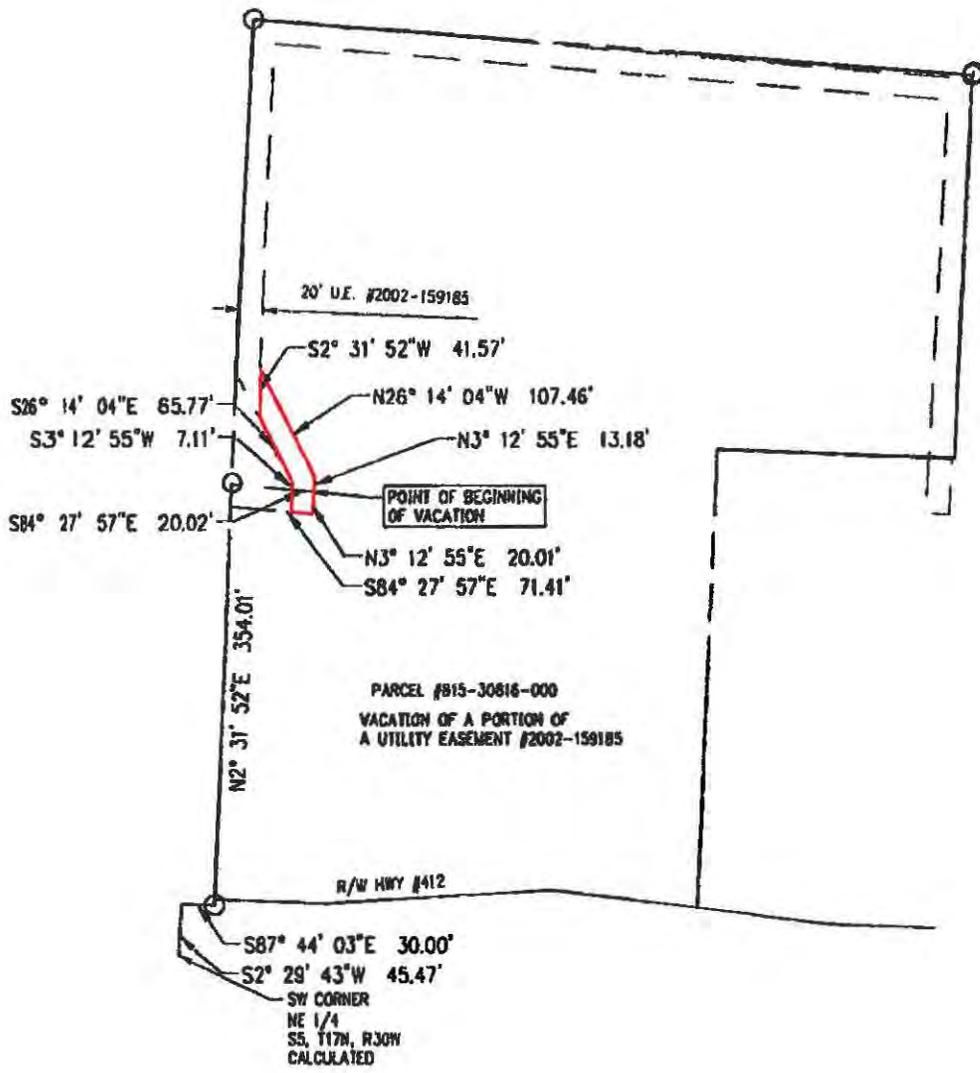
**APPROVED AS TO FORM:**

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

# EXHIBIT "A"



GRAPHIC SCALE IN FEET  
SCALE TO FIT



THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE, AND LOCATION OF THE EASEMENT TO WHICH IT IS ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

DRAWING: \\PROGFILE\JOBFILES\15107800\_CRAWFON\INFRASTRUCTURE SURVEY.DWG (15107800 SKETCH FOR EASEMENT ABANDONMENT.DWG)  
LAYOUT: --- LAST SAVED: RWS0990\_5/18/2016 3:45:00 PM  
LAST PLOTTED BY: RODNEY WOODS\_5/18/2016 3:58:17 PM (PLOTTED BY: VAUD ON HARD COPY ONLY)

PROJECT NO.:	DRAWN BY:	DATE:	SHEET:	CHECKED:
15107800	RDW	05/18/2016	1 OF 1	

901 N. 47th St., Suite 200  
Rogers, Arkansas 72754

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

**A RESOLUTION RECOGNIZING THE "ARTS AND ALES FESTIVAL" EVENT AT THE ARTS CENTER OF THE OZARKS AS A CITY APPROVED SPECIAL EVENT.**

WHEREAS, the Arts Center of the Ozarks is planning an "Arts and Ales Festival", which will bring numerous visitors to Downtown Springdale, thereby generating tourism dollars for the City of Springdale, Arkansas;

WHEREAS, the "Arts and Ales Festival" event will take place on October 22, 2016, from 12:00 p.m. to 6:00 p.m.;

WHEREAS, the parking lot of the Arts Center of the Ozarks is an excellent venue to host this particular event;

WHEREAS, the City of Springdale wishes to declare the Arts Center of the Ozarks' "Arts and Ales Festival" a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of this event to utilize the parking lot of the Arts Center of the Ozarks during this special event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Arts Center of the Ozarks' "Arts and Ales Festival" event, which will take place on October 22, 2016, is hereby recognized as a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of this event to utilize the parking lot of the Arts Center of the Ozarks during this special event.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE SALE OF  
PROPERTY TO 56 DTE, 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**, 56 DTE, LLC., has made an offer to purchase the Property from the City for the sum of \$2,500.00;

**WHEREAS**, the amount offered by 56 DTE, 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 56 DTE, LLC, for the total sum of \$2,500.00, plus any associated closing costs.

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

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

**ATTEST:**

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

**APPROVED:**

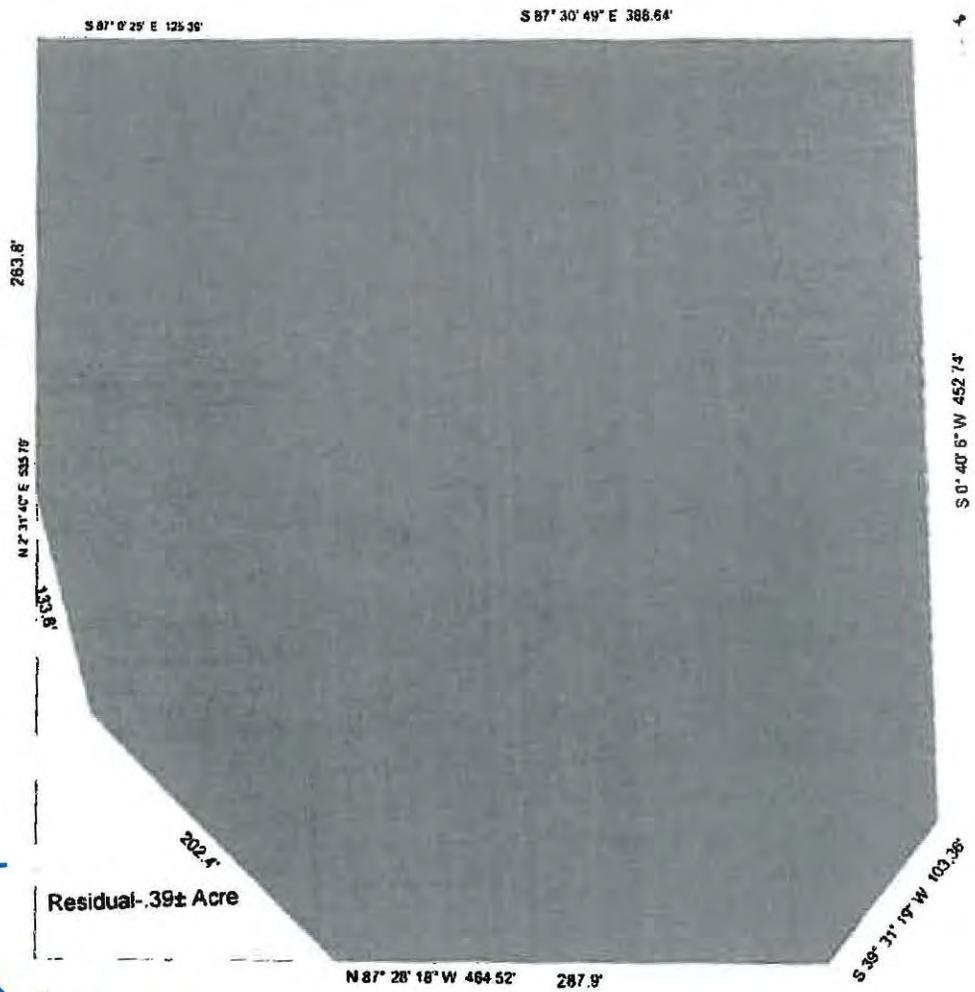
\_\_\_\_\_  
Ernest B. Cate, City Attorney



# SITE SKETCH

6.33± Acres

Acquisition Area 4-5.94± Acres



→ AREA OF SALE

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

**AN ORDINANCE AMENDING SECTION 110-56(1) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Chapter 110, Article III of the Code of Ordinances of the City of Springdale, Arkansas, contains the provisions and regulations pertaining to street and storm drainage construction in the City of Springdale, Arkansas;

**WHEREAS**, Section 110-56 of the Code of Ordinances of the City of Springdale, Arkansas, provides the minimum standards for storm drainage systems;

**WHEREAS**, Section 110-56(1) of the Code of Ordinances of the City of Springdale, Arkansas, should be amended to revise the materials used in storm drainage systems;

**WHEREAS**, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 110-56(1) of the Code of Ordinances of the City of Springdale, Arkansas;

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

**Section 1:** Section 110-56(1) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 110-56. – Storm drainage system standards.**

Plans and specifications for proposed storm drainage systems shall be equal to the following minimum standards.

- (1) *Pipe:*
  - ~~ab.~~ Reinforced concrete pipe shall conform to AASHTO M 170 for circular pipe and to AASHTO M 206 FOR ARCH-SHAPED PIPE. Class III shall be the minimum class of pipe used. The joint seal shall be cement mortar, three parts sand and one part cement, or cold-applied preformed plastic gaskets conforming to AASHTO M 198, type B.
  - ~~ba.~~ All pipes for residential driveways shall be reinforced concrete pipe of a type specified in subsection (b), (c), or (d) herein. All pipes for commercial driveways shall be reinforced concrete as specified in subsection (b) herein.
  - c. Corrugated steel pipe shall conform to AASHTO M 36, AASHTO M 190 for coated pipe and to AASHTO M 218 for sheets-to-form pipe. As an alternate to bituminous-coated pipe, pre-coated pipe meeting the requirements of AASHTO M 245 and M 246, for type B, may be substituted.
  - d. The manufacturing and furnishing of corrugated aluminum pipe shall conform to the requirements of AASHTO M 196 and to AASHTO M 197 for sheets-to-form pipe.
  - e. Other pipe materials will be accepted with the approval of the planning and community development director of engineering or his/her designated representative.
  - f. Flared end sections may be used when approved by the planning and community development director of engineering or his/her designated representative and shall

be of the same material as the pipe for a given installation, except bituminous coating will not be required for metal ends when specified for the pipe. The steel sheets shall have a thickness of 0.064 inch or more.

- g. The reinforced concrete flared end sections for circular and arch concrete pipe shall meet the applicable requirements for class II or higher class of pipe.
- h. Corrugated metal pipe shall be capable of withstanding a H-20 load.
- i. Coupling bands for corrugated metal pipe shall be the same metal as used in the pipe and shall be a single or couple piece with bolts and angles.

**Section 2:** All other provisions of Chapter 110-56 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

That which is underlined is added and that which is stricken through is deleted.

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

**AN ORDINANCE AMENDING CHAPTER 26, ARTICLE II.5 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, Chapter 26, Article II.5 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to carnivals and circuses in the City of Springdale;

WHEREAS, the City of Springdale is in need of revising the regulations pertaining to carnivals and circuses;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Section 26-49 of the Code of Ordinances of the City of Springdale, Arkansas.

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

**Section 1:** Section 26-49 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 26-49. - Location of site, restriction on number of carnivals or circuses.**

All carnivals and/or circuses shall be operated only in a C-5, C-2, or P-1 zone, at Arvest Ballpark, at Luther George Park, at Walter Turnbow Park, or at the Rodeo Grounds at Emma Avenue and Old Missouri Road. The carnival and/or circus shall also comply with all setback requirements for the zone in which the carnival or circus is located. For carnivals and/or circuses conducted on a parking lot of another business, there shall be a maximum of three permits issued for such location per calendar year.

**Section 2:** All other provisions of Chapter 26 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

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

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

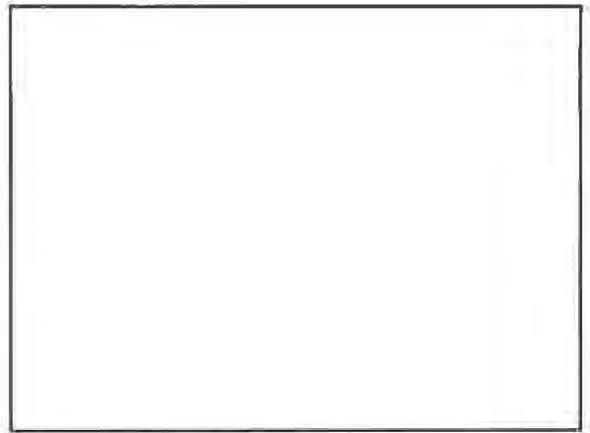
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

**AN ORDINANCE AMENDING CHAPTER 110, ARTICLE VI. STREET NAMES AND ADDRESS NUMBER; TO CHANGE THE NAME OF AN EXISTING STREET; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, a public hearing was held by the Springdale Planning Commission on September 6, 2016, to consider renaming a portion of Kawneer Drive between Emma Avenue and Huntsville Avenue to Reinert Drive; and

**WHEREAS**, the Springdale Planning Commission, after hearing the request, voted to recommend to the City Council that the requested name change be made.

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

**Section 1.** That the street address map is hereby amended to rename Kawneer Drive between Emma Avenue and Huntsville Avenue to Reinert Drive.

**Section 2.** This name change does not affect Kawneer Drive north of Huntsville Avenue, and that portion shall remain Kawneer Drive.

**Section 3.** Chapter 110: Article VI, the same being the Street Addressing and Numbering Ordinance is hereby amended as set forth above and any and all parts in conflict herewith are hereby repealed and that the change in name will be in effect upon the signing and filing of this ordinance.

**Section 4.** A copy of this ordinance duly certified by the City Clerk shall be filed in the Office of the Recorder of Washington County, Arkansas.

**PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

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

ATTEST:

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

APPROVED:

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

That which is underlined is added and that which is stricken through is deleted.

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

**AN ORDINANCE AMENDING ARTICLE 8,  
SECTION 2 OF THE ZONING ORDINANCE OF  
THE CITY OF SPRINGDALE, ARKANSAS,  
DECLARING AN EMERGENCY, AND FOR  
OTHER PURPOSES.**

**WHEREAS**, Article 8, Section 2 of the Zoning Ordinance of the City of Springdale, Arkansas, each contain regulations pertaining to the continuation of nonconforming uses, structures or lots;

**WHEREAS**, Article 8, Section 2 of the Zoning Ordinance of the City of Springdale, Arkansas, need to be amended to clarify the conditions under which a nonconforming use, structure, or lot may be allowed to continue;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 8, Section 2 of the Zoning Ordinance of the City of Springdale, Arkansas; and

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on September 6, 2016, after notice was given of said hearing as required by law.

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

**Section 1:** Article 8, Section 2 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 2. - Continuation.**

Any nonconforming use, structure or lot which legally existed prior to the effective date of this chapter, as amended, or any use, structure or lot which has been rendered nonconforming by the provisions of this chapter may continue to be utilized in the same fashion as existed prior to the adoption of these regulations, provided that the nonconforming use, structure or lot complies with all other applicable City ordinances, including expansion of the nonconformity as outlined in Section 3(a) of this Article.

**Section 2:** All other provisions of Article 8 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

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

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

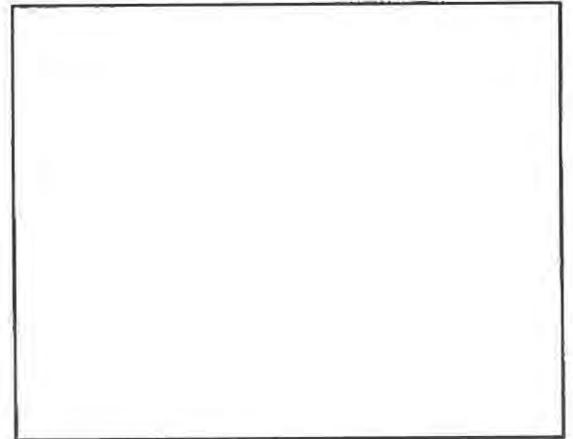
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

**AN ORDINANCE ACCEPTING THE RE-PLAT OF  
LOT 1, BLOCK 41, and LOT 2B-2, BLOCK 41,  
HAR-BER MEADOWS PLANNED UNIT DEVELOPMENT,  
PHASE XII, TO THE CITY OF SPRINGDALE ARKANSAS,  
AND DECLARING AN EMERGENCY.**

**BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:**

**WHEREAS**, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

**LEGAL DESCRIPTION**  
**LOT 1A BLOCK 41**

A part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and a part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) all in Section 5, Township 17 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 5;

thence North 02 degrees 33 minutes 58 seconds East a distance of 45.47 feet to the north right of way line of U.S. Highway 412; thence along said right of way line the following three courses:

North 87 degrees 39 minutes 48 seconds West a distance of 521.30 feet

North 87 degrees 40 minutes 51 seconds West a distance of 600.92 feet

North 83 degrees 06 minutes 14 seconds West a distance of 158.09 feet

to the POINT OF BEGINNING OF LOT 1A BLOCK 41 (P.O.B. LOT 1A BLOCK 41)

thence continue along said north right of way line the following 2 courses:

North 83 degrees 06 minutes 14 seconds West a distance of 92.75 feet

South 87 degrees 44 minutes 48 seconds West a distance of 19.22 feet

thence leaving said north right of way line

North 00 degrees 00 minutes 00 seconds East a distance of 66.17 feet;

thence South 89 degrees 59 minutes 52 seconds West a distance of 19.00 feet;  
thence North 00 degrees 00 minutes 02 seconds West a distance of 135.82 feet;  
thence South 87 degrees 44 minutes 43 seconds East a distance of 35.07 feet;  
thence North 06 degrees 30 minutes 55 seconds West a distance of 84.98 feet  
thence North 03 degrees 15 minutes 28 seconds West a distance of 24.09 feet  
thence North 00 degrees 00 minutes 01 seconds West a distance of 21.21 feet  
to the south right of way line of JTL Parkway and a point of curvature:  
thence, along said south right of way line, along a non-tangent curve to the left,  
an arc distance of 64.70 feet, said curve having a radius of 1026.50 feet, and  
a chord bearing and distance of  
South 87 degrees 05 minutes 21 seconds East 64.68 feet;  
thence leaving said curve, continuing along said south right of way line  
South 88 degrees 39 minutes 00 seconds East a distance of 79.14 feet  
to a point of curvature;  
thence, along a non-tangent curve to the right, an arc distance of 39.10 feet  
to the west right of way line of Founders Park Drive,  
said curve having a radius of 25.00 feet, and a chord bearing and distance of  
South 44 degrees 18 minutes 45 seconds East 35.23 feet;  
thence leaving said curve, along said west right of way line the following 2 courses:  
South 01 degrees 19 minutes 45 seconds West a distance of 261.56 feet  
to a point of curvature;  
thence, along a non-tangent curve to the right, an arc distance of 83.76 feet ,  
said curve having a radius of 50.00 feet, and a chord bearing and distance of  
South 48 degrees 55 minutes 16 seconds West 74.31 feet to the  
POINT OF BEGINNING OF LOT 1A BLOCK 41(P.O.B. LOT 1A, BLOCK 41),  
containing 57398 square feet or 1.32 acres, as surveyed.

**LEGAL DESCRIPTION**  
**LOT 1B BLOCK 41**

A part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 17 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows:  
Commencing at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 5;  
thence North 02 degrees 33 minutes 58 seconds East a distance of 45.47 feet to the north right of way line of U.S. Highway 412; thence along said right of way line the following four courses:  
North 87 degrees 39 minutes 48 seconds West a distance of 521.30 feet;  
North 87 degrees 40 minutes 51 seconds West a distance of 600.92 feet;  
North 83 degrees 06 minutes 14 seconds West a distance of 250.84 feet;  
South 87 degrees 44 minutes 48 seconds West a distance of 19.22 feet to the POINT OF BEGINNING OF LOT 1B BLOCK 41 (P.O.B. LOT 1B BLOCK 41);  
thence continue along said south right of way line the following 2 courses:  
South 87 degrees 44 minutes 48 seconds West a distance of 96.13 feet;  
South 87 degrees 49 minutes 28 seconds West a distance of 124.08 feet;  
thence leaving said south right of way line  
North 01 degrees 20 minutes 42 seconds East a distance of 206.22 feet;  
thence North 87 degrees 44 minutes 43 seconds West a distance of 24.96 feet;  
thence North 22 degrees 03 minutes 47 seconds East a distance of 175.46 feet to the south right of way line of JTL Parkway and a point of curvature:  
thence along said south right of way line, along a non-tangent curve to the left, an arc distance of 182.15 feet, said curve having a radius of 1026.50 feet, and a chord bearing and distance of  
South 80 degrees 11 minutes 51 seconds East 181.91 feet;  
thence leaving said curve and said south right of way line  
South 00 degrees 00 minutes 00 seconds East a distance of 21.21 feet;  
thence South 03 degrees 15 minutes 28 seconds East a distance of 24.09 feet;  
thence South 06 degrees 30 minutes 55 seconds East a distance of 84.98 feet;  
thence North 87 degrees 44 minutes 43 seconds West a distance of 35.07 feet;  
thence South 00 degrees 00 minutes 00 seconds East a distance of 135.82 feet;  
thence North 89 degrees 59 minutes 52 seconds East a distance of 19.00 feet  
thence South 00 degrees 00 minutes 00 seconds East a distance of 66.17 feet to the POINT OF BEGINNING OF LOT 1B BLOCK 41 (P.O.B LOT 1B, BLOCK 41.), containing 73354 square feet, or 1.68 acres, as surveyed.

**AND WHEREAS**, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said RE-PLAT of **LOT 1, BLOCK 41, and LOT 2B-2, BLOCK 41, HAR-BER MEADOWS PLANNED UNIT DEVELOPMENT, PHASE XII** to the City of Springdale, Arkansas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the RE-PLAT of **LOT 1, BLOCK 41, and LOT 2B-2, BLOCK 41, HAR-BER MEADOWS PLANNED UNIT DEVELOPMENT, PHASE XII** to the City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**A RESOLUTION AMENDING SECTION 4.6 OF THE  
SPRINGDALE DRAINAGE CRITERIA MANUAL**

**WHEREAS**, pursuant to Section 106-1 of the Code of Ordinances of the City of Springdale, Arkansas, the City has adopted the City of Springdale Drainage Criteria Manual

**WHEREAS**, Section 4.6 of the Springdale Drainage Criteria Manual is in need of revision;

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

**Section 1:** Section 4.6 of the Springdale Drainage Criteria Manual is hereby amended to read as follows:

**4.6 CULVERT TYPES AND SIZES**

The only permissible types of culverts under ~~all~~ public roadways, within public rights of way and easements, or to be maintained by the City of Springdale and streets are reinforced concrete box, round, or elliptical concrete pipe or pipe arch.

The minimum size of pipe for all culverts shall be 18" or the equivalent sized elliptical pipe or arch pipe. Box culverts may be constructed in sizes equal to or larger than 4' x 3' (width versus height), except as approved by the ~~City Staff~~ Director of Engineering.

If material other than reinforced concrete pipe is to be used under roadways, it shall be approved by the City Staff on a case by case basis.

Flared, precast concrete and metal pipe aprons may be used in lieu of headwalls to improve the hydraulic capabilities of the culverts.

**Section 2:** All other provisions of the Springdale Drainage Criteria Manual not specifically modified herein shall remain in full force and effect.

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

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

ATTEST:

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

APPROVED:

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

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

**A RESOLUTION AUTHORIZING CONTINUATION OF  
STREETSCAPE IMPROVEMENTS TO EMMA AVENUE  
PURSUANT TO THE DOWNTOWN MASTER PLAN  
THROUGH THE INSTALLATION OF CONTROLLED  
ACCESS POINTS.**

WHEREAS, the City of Springdale desires to continue making streetscape improvements along Emma Avenue as provided for in the Downtown Master Plan;

WHEREAS, one of the goals of the Master Plan is to convert Emma Avenue to a slower, safer, more comfortable street where it is easier to park and frequent local businesses; and

WHEREAS, by installing controlled intersections with a four-way stops at Shiloh Street; Main Street and Commercial Street and a three-way stop at Holcomb Street and Emma Avenue traffic will move at a much more controlled manner and allow cross traffic opportunities to exit and enter the street in a safer manner.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Public Works Department is hereby authorized and instructed to install four way stops at Emma Avenue and Shiloh Street; Emma Avenue and Main Street; and Emma Avenue and Commercial Street and a three way stop at Emma Avenue and Holcomb Street.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING AWARD OF A  
CONSTRUCTION CONTRACT FOR THE 5573 ELM  
SPRINGS ROAD DEMOLITION PROJECT #CP-1609**

**WHEREAS**, the Right-of-Way is to be cleared for future construction of the Elm Springs Road and 56<sup>th</sup> Street intersection roundabout associated with Project #12BPS7&8 (Tract 59), and;

**WHEREAS**, a vacant residence previously purchased by the City requires demolition and basement fill, and;

**WHEREAS**, City Staff will administer and provide oversight for a contract involving demolition and fill of the basement area, and;

**WHEREAS**, sealed competitive construction bids were received and opened on August 23, 2016, and;

**WHEREAS**, D&R, LLC. was the low bidder with a lump sum bid of \$20,477.00;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that:  
The Mayor is hereby authorized to execute a construction contract for the 5573 Elm Springs Road Demolition Project with D&R, LLC., in the amount of \$20,477.00 with a 10% construction contingency (\$2,047.00). The total project cost shall not exceed \$22,524.00 without Council approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of September, 2016

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Bid Opening

CP-1609 Demolition of 5573 Elm Springs Road

Tuesday, August 23, 2016 at 2:00 PM

COMPANY NAME	LUMP SUM BID
LJB Construction, Inc.	\$47,413.00
D&R, LLC.	\$20,477.00
R&K Underground	\$34,000.00
Tri Star Contractors	\$34,900.00
Red Line Contractors, LLC.	\$27,343.00
Liberty Hill Contracting & Development	\$28,500.00



## Bid Opening

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Tri Star Contractors	\$34,900.00
Red Line Contractors, LLC.	\$27,343.00
Liberty Hill Contracting & Development	\$28,500.00

**CITY OF SPRINGDALE  
BID INVITATION**

Bid Number: CP-1609

**BID OPENING LOCATION:**  
City of Springdale  
Multi-Purpose Room (Room# 238)  
201 Spring Street  
Springdale, AR 72764

**MAIL TO:**  
City of Springdale  
Engineering Office  
201 Spring Street  
Springdale, AR 72764

**DELIVER TO:**  
City of Springdale  
Engineering Office  
201 Spring Street  
Springdale, AR 72764

Bid Opening Date: Tuesday, August 23, 2016 Time: 2:00 PM

Sealed bids for furnishing the commodities and/or services described below will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: DJR LLC  
Address: P.O. Box 561  
City: Bentonville State: AR Zip: 72712  
Federal Tax ID or Social Security No.: 57-1237570

Name (Type of Print): Jerry Ramsey  
Title: Member  
Phone: (479) 381-4300 Fax: \_\_\_\_\_  
E-mail address: jwramsey63@yahoo.com  
Signature: Jerry Ramsey  
Signature must be legible, original (not photocopied) and in ink. Unsigned bids will be rejected.

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	<p>Demolition located at 5573 Elm Springs Road, Washington County per the attached work list</p> <p>To meet the requirements of the attached Specifications and Drawings attached to and made a part of this bid</p> <p align="right">LUMP SUM <u>\$20,477<sup>00</sup></u></p> <p>Tracts must be priced individually on the Work List but bid will be awarded by the Lump Sum.</p> <p>Contacts for Technical Information: James Breakfield, Project Manager (479-750-8105) Contacts for Bidding Information: Wyman Morgen (479-750-8152), or James Breakfield (479-750-8105)</p> <p>Bid price shall include all labor, materials, and equipment necessary to perform the work as specified, and shall further include all licenses, fees, permits, royalties, and <u>all taxes</u>. Bid price shall represent full compensation for completion of the work. Payment will be made in full upon completion of the project.</p> <p><b>Bid Bond in the amount of 5% of total bid price required of all bidders at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 3 on page 2 of Bid Invitation.</b></p> <p>Omission of any reference to, or the exclusion of, applicable local/state/federal regulations or requirements within these bid documents and specifications does not exempt the successful bidder and members of their organization from the responsibility of compliance with said regulations or from the liability for non-compliance. Any cost associated with this compliance shall be included in the bid.</p> <p>The successful bidder will be required to submit Notice of Intent (NOI) to ADEQ within 3 days after receipt of the Notice to Proceed letter with the intention of starting work on this project immediately. All work shall be completed within forty- five (45) working days from the starting date on the NOI. Work not completed within this time frame shall result in the successful bidder being charged \$150.00 per day until work is completed.</p>				

**CITY OF SPRINGDALE**  
**STANDARD BID CONDITIONS**  
**Project # CP-1609**

1. **ACCEPTANCE AND REJECTION:** The City of Springdale reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, and to award bids to best serve the interest of the City.
2. **PREPARATION OF BID:** Unless otherwise stated in the Bid Invitation, the following will apply. (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc. ), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards. Bid amounts shall include costs for all materials, labor, equipment, supplies, profit and any required fees which are necessary to complete the work. The same shall apply in the event of a lump sum price contract. All bids shall be submitted on the forms provided in the bid packet. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and fully completed and executed when submitted. Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, his Arkansas Contractor's license number, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Springdale and be identified as a bid proposal. Any proposals received after the specified bid opening time will not be accepted and will be returned unopened to the bidder.
3. **BID BONDS AND PERFORMANCE BONDS:** A Bid Bond in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by the City or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. If required, the successful bidder will furnish a Performance Bond in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all items of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Residential Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company.
4. **INSURANCE:** Insurance shall be carried and maintained during the life of the contract and shall include the City of Springdale as additional insured. Contractor shall furnish a copy of the Certificate of Insurance to the City prior to execution of the contract. Minimum amounts of coverage required are as follows:

Workmen's Compensation	-	Shall comply with State Law
Employer's Liability	-	\$50,00 and \$100,000
General Liability	-	\$25,000 and \$50,000 Bodily Injury \$25,000 Property Damage
5. **EXAMINATION OF SITE:** Bidders are required to inform themselves of all conditions under which the work is to be performed.
6. **REGULATIONS:** Exclusion of reference to any applicable regulations regarding any aspect of work to be performed on the project will not relieve the contractor from his liability for compliance. The City of Springdale will not be held liable for any fines or damages resulting from noncompliance by the contractor.
7. **LICENSES AND CERTIFICATIONS:** Contractor is responsible for compliance with all local, state, and federal requirements regarding licenses and certifications necessary to perform various work tasks. Furthermore, Contractor shall comply with all requirements for permitting and reporting associated with the work to be performed. Contractor shall provide copies of all licenses and certifications upon request. All permitting and/or reporting fees shall be considered inclusive to the work and reflected in the associated bid item pricing.
8. **CONTRACT TIME:** Contractor shall labor to complete the project within the time allotment identified in the contract documents. Requests for time extension shall be received in writing and should identify any hardships or events beyond the contractor's control and provide an explanation for any perceived circumstances that they believe will warrant a time extension.
9. **LIQUIDATED DAMAGES:** The project shall be completed within the specified contract time and accepted in whole by the City or liquidated damages will be applied to the amount identified in the contract documents. The liquidated damages are in place to reimburse the City for the expense of continued administration and oversight as well as any cost associated with delayed public use of the proposed improvement. Liquidated damages will be deducted from the payment due the contractor or from the project retainage where applicable.
10. **PROTECTION OF PRIVATE PROPERTY:** It is the contractor's responsibility to ensure the safety of the general public and their work crews while performing work on the project. Furthermore, the contractor shall protect all areas outside of the project limits and bear full responsibility to remedy damage to private property to the satisfaction of the landowner and the City.
11. **NOTICE OF NONDISCRIMINATION:** The City of Springdale complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. The City does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission or access to buildings, programs, or services offered by the City, as well as with regard to the City's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the City's nondiscrimination policies may be directed to the City's ADA/504/Title VI Coordinator, Gina Lewis, 201 Spring Street, Springdale, AR 72764; (479) 750-8535, (Voice/TTY 711), or the following email address: [glewis@springdaleAR.gov](mailto:glewis@springdaleAR.gov). This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Project # CP-1609  
Associated with  
12BPS7&8: 56<sup>th</sup> Street Improvements  
Elm Springs Road Roundabout  
Tract 59

**Bid Requirements**

Bid price shall include all insurance, taxes, permits, ADEQ notifications, license, labor, equipment, and material necessary to complete the work. Bidders are strongly encouraged to inspect the premises prior to bidding. All demolition work must be done according to the method and requirements contained in the "SPECIAL PROVISIONS" and the "Work List" which will be attached and made a part of the bid and contract.

Contractor shall comply with all state, local and federal laws associated with this work. All structures must be completely removed, including slabs, footings, foundations, posts, poles and all debris. Determination of the extent of work necessary for complete removal of the structures is strictly the responsibility of the bidder. If necessary, suitable backfill material will be utilized to leave area in a safe and level condition.

It is understood that all combustible materials, construction material and all other rubbish, including shrubbery and trees which are cut or uprooted to facilitate operations, will be cleared from the premises by the contractor and, in all other respects, the premises will be left in a generally level, safe, and sanitary condition in which it can be mowed and maintained safely. The contractor shall endeavor to avoid unnecessary damage or destruction of trees, shrubs, and plants on the premises.

**NOTE: CONTRACTOR MUST FILE TEN (10) DAY NOTICE WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ); HOWEVER, BIDS SHOULD INCLUDE REGISTRATION FEE ON EACH PROJECT. Dumping of demolition waste materials shall be at a landfill permitted by the Arkansas Department of Environmental Quality (ADEQ) or at an un-permitted site approved by ADEQ. Contractor must call ONE CALL for location of other utilities at this job site.**

In the event that utility lines or facilities become impaired in any way by reason of performance of this operation by the contractor, the contractor shall, at his own expense, be responsible for all replacement utility service in lieu of those affected. **Contractor must call ONE CALL for location of other utilities at this job site.**

For demolition, State law requires a contractor's license for jobs over \$20,000.00 Changes in the scope of work must have prior approval by the City's Project Manager in order to be eligible for payment.

**CITY OF SPRINGDALE  
DEMOLITION CONTRACT**

Project # CP-1609  
Associated with  
12BPS7&8: 56<sup>th</sup> Street Improvements  
Elm Springs Road Roundabout  
Tract 59

**Work List**

**Demolition:**

Demolition activities involve the removal of all structures (including foundations) as shown on the attached exhibit. These structures consist of a one story residential structure with basement ("A"), a detached garage ("B"), a storage shed ("C"), and a covered porch ("D"). Approximate areas and locations for these structures are contained on the demolition exhibit.

Also included in the demolition activities is septic system abandonment. Two septic tanks (unknown size) are present on the property. One tank is nonfunctioning while the other was the active septic system for the house. Both tanks are to be abandoned in accordance with the special provisions.

Furthermore, the following items are to be removed from the site: gravel driveway, basement retaining wall, stone outcrop in front yard, and any fence running east/west along the northern portion of the property.

**Note #1: Demolition contractor required to remove and dispose of all personal property left in these buildings. This work shall be included in the demo price.**

**Note #2: Contractor is responsible for compliance with all erosion control regulations pertaining to this work and during the re-establishment of vegetation in disturbed areas.**

**Note #3: Contractor is responsible for obtaining an NOI from ADEQ and a demolition permit from the City of Springdale Building Inspection Department.**

**CITY OF SPRINGDALE  
SPECIAL PROVISION**

**DEMOLITION AND BACKFILL OF BASEMENT AREA**

**GENERAL**

A residential structure with basement and several detached structures are to be demolished as part of the right-of-way clearing for the future construction of the 56<sup>th</sup> Street Improvements Project (12BPS7&8). A demolition exhibit is attached which identifies the type and size of all structures as well as a narrative description of the property and each building. All structures identified for demolition have been inspected and found free of any asbestos containing materials. All utility services to this property have been retired. Following demolition of this building, the basement area must be filled in compliance with this special provision and compacted to 95% standard proctor. All disturbed areas shall be smooth graded, topsoiled and seeded.

**DESCRIPTON OF WORK:**

Prior to beginning any work, the contractor will be responsible for obtaining a NOI from ADEQ and a demolition permit from the City of Springdale Building Inspection Department.

The contractor shall establish appropriate erosion control measures before commencing work on the site that will ensure that no construction debris or sediment will escape the site. The site topography is such that drainage heads southwest. Therefore, at a minimum, controls will be required along the western and southern disturbance limits.

The demolition will consist of the removal of the four structures show on the attached exhibit along with removal of the gravel driveway, stone outcrop, rear retaining wall and some fencing along the northern part of the property. Any items currently stored on the property or within one of these structures shall be disposed of by the contractor in accordance with all applicable regulations. Contractor shall preserve the existing concrete driveway apron and storm drainage facilities along the roadway. The existing trees can remain if left in good condition upon completion of the work. Contractor shall preserve all fencing along the south, west, and eastern property limits. The contractor will also be responsible for the abandonment of the existing septic tanks as described in the special provision associated with that item.

The contractor shall be responsible for compaction of approved fill material installed in 8" lifts. Fill material shall have a USCS Classification of GM, GC, GP, SP, SC, or chert gravel with a maximum liquid limit of 40 and a maximum plastic limit of 20. The plasticity requirements may be waived provided that the fill has a minimum 65% retained on the No. 200 sieve. The contractor shall be responsible for providing the proctor for material approval and compaction evaluation. All compaction testing will be provided by the City of Springdale at no cost to the contractor.

The contractor shall provide for all labor, equipment, and materials necessary to perform the work. Payment will be made in full upon completion of the project. The contractor will not be required to submit a performance and payment bond or provide a maintenance bond upon conclusion of the project.

## SPECIAL PROVISIONS

### SEPTIC SYSTEM ABANDONMENT

**Description.** This work consists of the abandonment of septic systems to include proper pumping out, collapsing, and backfilling with clean material, in accordance with all applicable local, state, and federal regulations. Work shall also include submittal of all necessary documentation to local and state agencies as required.

**Basis of Payment.** Payment for the abandonment of the septic system shall be included in the lump sum (LS) bid for this project. This amount shall be considered full compensation for all materials, labor, tools, equipment, and other incidentals necessary to properly pump out, collapse, and backfill with clean material an existing septic system in accordance with all applicable local, state, and federal regulations including excavation, backfill, compaction, septic tank structure abandonment, concrete, crushed stone, gravel, cleanup, seeding, mulching, fertilizing, and every other item required for a complete septic system abandonment. Payment shall also be full compensation for submittal of all necessary documentation to local and state agencies as required.

## SITE DESCRIPTION

Subject property is located along the south side of Elm Springs Road in Springdale. The property is located approximately 0.2± road mile west of the intersection of Elm Springs Road and Oak Grove Road. The physical address of the subject property is 5573 Elm Springs Road.

Subject site contains an indicated 43,249± SF, or 0.99± acre. Subject site, overall is near rectangular in shape. The topography is gently sloping. The subject property is not indicated to lie within the 100-Year Flood Zone; however Flood Zone Area is located just south of the subject property.

The subject site is improved with a 3607± square foot (SF) single-family dwelling, two outbuildings, and site improvements. The dwelling was constructed in 1993±. The dwelling is of one-story with walk-out basement design. The exterior walls of the structure are frame with brick veneer. The subfloor of the basement is concrete slab, while the main dwelling area is wood. The floor structure is a crawlspace. The roof structure is wood joists and decking and the roof cover is composition shingle. There is also a two-car attached garage containing approximately 683± SF. An 114± SF heated and cooled storage space is located between the dwelling and garage. This space is included in the total dwelling square footage. The dwelling contains approximately 2086± SF on the main level and approximately 1521± SF on the basement level. The dwelling includes a covered porch (84± SF) located at the front with a concrete sidewalk, a covered porch (121± SF) located at the rear with a concrete sidewalk, and a patio (266± SF) located at the rear. The patio is located off the basement. A retaining wall juts out of the exterior wall and forms the east and west walls of the patio. The interior layout of the dwelling on the first floor consists of a living room, dining room, kitchen/dining area, utility room with sink, master bedroom, master bathroom ( shower only), two guest bedrooms, and guest bathroom (tub/shower combination). The basement is located off the kitchen/dining area. The interior layout of the basement level consists of a living room/game room, three bedrooms, and one bathroom. Interior finishes include laminate, tile and carpet floor cover, drywall, wood paneling, laminate countertops, etc. The dwelling has central heat and air. The dwelling contains one wood burning fireplace. Gutters and downspouts were also noted.

Additional improvements include a 495± SF heated/cooled storage building with 456± SF attached porch. Approximately 288± SF of the porch is covered. The storage building has two garage doors. There is also a 48± SF storage building. The storage buildings were indicated to have been constructed in 1993±. Subject property includes concrete paving, landscaping, etc.

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

**A RESOLUTION AMENDING THE 2016  
BUDGET OF THE CITY OF SPRINGDALE  
POLICE DEPARTMENT**

**WHEREAS**, the Police Department has received funds that have not been appropriated from drug seizures; and

**WHEREAS**, the Police Chief has requested that some of these funds be appropriated for building maintenance;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2016 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014217021	Drug Seizure Funds	67,900	18,807		86,707

**PASSED AND APPROVED** this 13<sup>th</sup> day of September, 2016

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

ATTEST:

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

APPROVED AS TO FORM:

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



# CITY of SPRINGDALE

POLICE DEPARTMENT  
OFFICE OF THE CHIEF OF POLICE

---

To: Wyman Morgan  
From: Chief Mike Peters  
Date: 8/25/2016  
Re: Transfer of money for building remodel / maintenance

---

Wyman,

I am requesting the transfer of \$18,807.00 from the Police Department Asset Forfeiture account to Police Department budget account 101-0501-421-70-21 for building maintenance and remodel.

We contacted 3 companies but only Evans Construction and Remodeling turned in a bid. The construction bid was for \$17,807.00 and our IT department inspected the space and will do some work that they estimate will be around \$1,000.00.

Total transfer request \$18,807.00

Please let me know if you have any concerns with this.

Sincerely,

A handwritten signature in black ink that reads "Mike Peters".

Mike Peters  
Chief of Police



# CITY of SPRINGDALE

POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS DIVISION

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## MEMORANDUM

FROM: Captain Frank Gamble  
TO: Chief Mike Peters  
DATE: August 24th, 2016  
RE: Remodeling project

We made contact with three construction companies in an attempt to get bids for the police department remodeling project. We contacted Evans Construction and Remodeling, All in One Remodeling, and DaVinci Construction. We have only been able to get an estimate from Evans Construction for the remodel. I have attached a copy of the quote to this memo.

I have spoken with our IT department and was advised that they would need approximately \$1000.00 to network to the city system.

If you have any questions please feel free to contact me.

Respectfully,

A handwritten signature in black ink that reads "Frank Gamble".

Captain Frank Gamble

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

**A RESOLUTION AUTHORIZING AN EXTENSION OF A  
COPY MACHINE CONTRACT FOR THE BUILDINGS  
DEPARTMENT**

**WHEREAS**, the Buildings Department has leased a copy machine from Professional Business Systems for the last five years, and

**WHEREAS**, the current contract expires on September 24, 2016 and Professional Business Systems has offered to extend the contract for 36 months and reduce the monthly lease payment from \$271.00 to 104.76, and

**WHEREAS**, Mike Chamlee has requested approval of the contract extension;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a 36 month lease agreement at \$107.76 per month with Professional Business Systems for the Buildings Department.

**PASSED AND APPROVED** this 13<sup>th</sup> day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



2905 South Walton Blvd.  
 Suite 5, Metro Market  
 P.O. Box 2730  
 Bentonville, AR 72712

## Agreement Extension

FULL LEGAL NAME OF LESSEE

ADDRESS

Springdale City of Building Inspector

107 Spring Street

CITY

STATE

ZIP

PHONE

FAX

Springdale

AR

72764

479-750-8154

CALL TO (IF DIFFERENT FROM ABOVE):

**Equipment Information:**

ID#	Model/Description	Serial Number
8442	Konica Minolta BHC220 Full Color MFP	A0ED013013456
	FK-502 Fax Kit	NSN
	MK-720 Fax Mount Kit	NSN
	DF-617 Document Feeder	A0HUWY1274559
	DK-507 Copy Desk	A0XWWY4101984

Effective 09/24/16, extend contract for 36 months, new expiration 09/23/19

Reduce monthly base from \$271.00 to \$104.76

Reduce monthly b/w contracted allowance from 4,000 to 1,500 | Overages to be billed at \$0.012

Increase monthly color contracted allowance from 0 to 100 | Overages to be billed at \$0.095

Change overage billing cycle to annual (18,000 b/w per year | 1200 color per year)

9/24/16 - 9/23/19

Agreement Extension for 36 Month(s)

Agreement ID# 1393-01

Effective Date 9/24/2016

No changes to the agreement.

Process with these changes: terms and conditions of original contract remain in effect

Signed:

Customer

Date

Print:

Name

Title

Signed:

Professional Business Systems

Date

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

**A RESOLUTION AUTHORIZING A CHANGE IN THE  
AUTHORIZED STAFF AND AMENDING THE 2016 BUDGET  
OF THE INFORMATION TECHNOLOGY DEPARTMENT**

**WHEREAS**, the Information Technology Department is currently only authorized a staff of five (5) employees to support technology for the entire organization, and

**WHEREAS**, the volume of work required from this department has steadily increased and the additional work required to develop a geographic information system (GIS) will require an increase in the authorized staff, and

**WHEREAS**, the job description for a GIS Manager has been developed and was rated at a pay grade of 26 and a pay range from \$46,091 to \$68,438;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the position of GIS Manager in the Information Technology Department at a pay grade 26 is hereby authorized and the budget of the Information Technology Department is amended as follows.

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
IT	10101054163001	Regular Salaries	258,490	16,540		275,030
IT	10101054163501	FICA/Medicare	22,080	1,410		23,490
IT	10101054163502	Insurance	35,970	1,500		30
IT	10101054163503	Pensions	15,510	990		16,500
				<u>20,440</u>		

**PASSED AND APPROVED** this 13<sup>th</sup> day of September, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**SPRINGDALE**  
WE'RE MAKING IT HAPPEN  
Position Description

**POSITION TITLE: GIS Manager**

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Exempt (Y/N): No

GRADE: 26

DEPARTMENT: Information Systems

DATE PREPARED: August 2016

SUPERVISOR: IT Director

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**SUMMARY**

This position involves planning, organizing, and directing GIS activities. Work involves responsibility for providing technical expertise and supervision for the day-to-day implementation and operation of the GIS activities, managing GIS vendor contracts, planning and organizing system development activities, and other GIS activities. Project management of major applications with ties to GIS.

Work is performed independently within established policies, procedures, and guidelines and is reviewed through reports, conferences, and system performance.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Assists in the development and management of GIS project plans including defining requirements, tasks, and resources assignments, ensuring that approved quality levels and deadlines are met.
2. Develops standards for GIS deployment and use within the City.
3. Prepares GIS project plans and schedules to include coordinating resources, tasks, and work assignments.
4. Manages GIS related teams of City staff and vendors to ensure that GIS project objectives and time lines are met.
5. Provide decision support related to all aspects of geographic information for staff, administrators, Mayor and City Council.
6. Provides GIS related technical guidance and assistance to project teams.
7. Serves as a liaison with GIS vendors for the proper acquisition, installation, operation and maintenance of GIS-related resources.
8. Supervise the collection and assignment of addresses and other geographic information critical for E 911 dispatchers and other emergency services related to geography.
9. Provides the City's Public Safety systems with the most recent and accurate GIS data available.
10. Manage the City's GIS website and mobile mapping applications.

11. Ensure that City department systems have the latest GIS data.
12. Ensure that City staff using GIS has training and technical support as needed.
13. Interface with other departments or outside agencies regarding future GIS projects.
14. Participate in state and regional GIS partnerships, including Benton and Washington County, the Northwest Arkansas Regional Planning Commission and the Arkansas Geographic Information Office (AGIO).
15. Ensure that needed geographic information is being delivered throughout city government in a timely manner.
16. Perform any other related duties as required or assigned.

#### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

#### **EDUCATION AND EXPERIENCE**

Technical degree required in such disciplines as Computer Engineering, CPA, etc, plus 7 years related experience and/or training, and 5 years related management experience, or equivalent combination of education and experience.

#### **COMMUNICATION SKILLS**

Ability to read, analyze, and understand common scientific and technical journals, financial reports, and legal documents; Ability to respond to complex or difficult inquiries or complaints from customers, regulatory agencies, or members of the business community.

#### **MATHEMATICAL SKILLS**

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane, algebra, solid geometry and trigonometry.

#### **CRITICAL THINKING SKILLS**

Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with nonverbal, logical or scientific symbolism such as formulas, scientific equations, and graphs. Ability to deal with a variety of abstract and concrete variables.

#### **REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS**

Must have any combination of education and experience equivalent to graduation from an accredited four-year college or university with major course work in geography, computer science, planning engineering, or related fields, and thorough experience with geographic information system design, implementation, and management, including considerable experience in both administrative and project supervision. Must possess a valid Driver's License and a driving record acceptable to the City's insurance carrier.

#### **PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS**

Not indicated.

### **SOFTWARE SKILLS REQUIRED**

Advanced: Contact Management, Database, Word Processing/Typing

Intermediate: Alphanumeric Data Entry, Presentation/PowerPoint, Programming Languages, Spreadsheet

Basic: 10-Key

### **INITIATIVE AND INGENUITY**

#### **SUPERVISION RECEIVED**

Under general direction, working from policies and general directives. Rarely refers specific cases to supervisor unless clarification or interpretation of the organization's policy is required.

#### **PLANNING**

Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work, in addition, the work operations of a group of employees, all performing basically the same type of work.

#### **DECISION MAKING**

Performs work operations which permit frequent opportunity for decision-making of minor importance and also frequent opportunity for decision-making of major importance, either of which would affect the work operations of small organizational component and the organization's clientele.

#### **MENTAL DEMAND**

Close mental demand. Operations requiring close and continuous attention for control of operations. Operations requiring intermittent direct thinking to determine or select the most applicable way of handling situations regarding the organization's administration and operations; also to determine or select material and equipment where highly variable sequences are involved.

#### **ANALYTICAL ABILITY / PROBLEM SOLVING**

Directed. Supervisory and/or professional skills using structured practices or policies and directed as to execution and review. Interpolation of learned things in moderately varied situations where reasoning and decision-making are essential.

#### **RESPONSIBILITY FOR WORK OF OTHERS**

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities may include but not limited to interviewing, hiring and training employees; planning, assigning and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

Supervises a small group (1-3) of employees in the same or lower classification. Assigns and checks work; assists and instructs as required, but performs same work as those supervised, or closely related work, most of the time. Content of the work supervised is of a non-technical nature and does not vary in complexity to any great degree.

Supervises the following departments: N/A

#### **RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT**

Occasionally responsible for organization's property where carelessness, error, or misappropriation would result in moderate damage or moderate monetary loss to the organization. The total value for the above would range from \$5,000 to \$150,000.

**ACCURACY**

Probable errors would not likely be detected until they reached another department, office or patron, and would then require considerable time and effort to correct the situation. Frequently, possibility of error that would affect the organization's prestige and relationship with the public to a limited extent, but where succeeding operations or supervision would normally preclude the possibility of a serious situation arising as a result of the error or decision.

**ACCOUNTABILITY****FREEDOM TO ACT**

Generally controlled. General processes covered by established policies and standards with supervisory oversight.

**ANNUAL MONETARY IMPACT**

The amount of annual dollars generated based on the job's essential duties / responsibilities. Examples would include direct dollar generation, departmental budget, proper handling of organization funds, expense control, savings from new techniques or reduction in manpower.

Very small. Job creates a monetary impact for the organization up to an annual level of \$100,000.

**IMPACT ON END RESULTS**

Modest impact. Job has some impact on the organizations end results, but still from an indirect level. Provides assistance and support services that facilitates decision making by others.

**PUBLIC CONTACT**

Regular contacts with patrons, either within the office or in the field. May also involve occasional self-initiated contacts to patrons. Lack of tact and judgment may result in a limited type of problem for the organization.

**EMPLOYEE CONTACT**

Contacts with other departments or offices and also frequently with individuals in middle level positions; consulting on problems which necessitate judgment and tact in presentation to obtain cooperation or approval of action to be taken. Also, important contacts with associates as required in advanced supervisory jobs.

**USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS**

Computer software programming, level ii technician support, project management; system analyst and comprehensive computer software support/help and/or web site development and connectivity.

**WORKING CONDITIONS**

Not indicated.

**ENVIRONMENTAL CONDITIONS**

The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the functions of this job, the employee is regularly exposed to wet or humid conditions; occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually moderate.

**PHYSICAL ACTIVITIES**

The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

Not indicated.

While performing the functions of this job, the employee is continuously required to sit; regularly required to talk or hear; frequently required to walk; and occasionally required to stand, use hands to finger, handle, or feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds; frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision; distance vision; color vision; peripheral vision; depth perception; and ability to adjust focus.

**ADDITIONAL INFORMATION**

Not indicated.

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

**A RESOLUTION AUTHORIZING THE SALE OF  
PROPERTY TO NORTHWEST ARKANSAS CHILD CARE  
RESOURCES & REFERRAL CENTER, INC., dba CHILD  
CARE AWARE OF NWA.**

**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:

Lot 1 and the East 29.00 feet of Lot 2, Block 8, of the Railroad Addition to the City of Springdale, Arkansas, as per plat thereof. Also, The West 12.00 feet of Lot 2 and the East 25.00 feet of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas, as designated on the plat of said Addition now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. Also, Beginning at a point that is 25.00 West of the SE corner of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas; thence North 130.00 feet; thence West 2.00 feet; thence South 130.00 feet; thence East 2.00 feet, to the point of beginning. Subject to roadways and easements, if any.

Washington County Tax Parcels:   815-25229-000  
  815-25230-001  
  815-25230-002

Commonly known as 206 S. Blair St., Springdale, Arkansas ("the Property").

**WHEREAS**, the City acquired the Property by way of purchase in 2004, and has benefitted from the use of the Property;

**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**, Northwest Arkansas Child Care Resources & Referral Center, Inc., dba Child Care Aware of NWA has made an offer to purchase the Property from the City for the sum of \$325,000.00;

**WHEREAS**, the amount offered by the prospective buyer for the Property is reasonable in that it exceeds the appraised value of the Property;

**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 Northwest Arkansas Child Care Resources & Referral Center, Inc., dba Child Care Aware of NWA for the total sum of \$325,000.00, plus any associated closing costs; and that the funds from such sale shall be deposited into the City's Capital Improvement Project fund.

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

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

ATTEST:

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

APPROVED:

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

# Real Estate Contract (Commercial)



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Page 1 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

1. PARTIES: Northwest Arkansas Child Care Resource & Referral Center, Inc.  
DBA: Child Care Aware of Northwest Arkansas

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from CITY of SPRINGDALE

(individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION:

206 BARR, SPRINGDALE, AR 72764

3. PURCHASE PRICE: Buyer shall pay the following to Seller for the Property (the "Purchase Price")

\$ ~~720,000.00~~ ~~305,000.00~~ payable as follows:  
\$ 325,000.00

# Real Estate Contract (Commercial)



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Page 2 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

4. **CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by  general warranty deed  special warranty deed, in fee simple absolute, except it shall be subject to

recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

5. **TITLE INSURANCE:** Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within 10 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within 30 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 30 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 30 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 15 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- Agree to extend the Closing date for 30 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

Page 2 of 12

# Real Estate Contract (Commercial)



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Page 3 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

**6. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. Paragraphs that constitute exclusive fault of the Seller include, but are not limited to, Paragraphs 5, 8, 11, 13B, 15B, 17, 18, or 20, as a termination pursuant to each of the listed paragraphs would cause Seller to forfeit the Deposit back to Buyer. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

- A. The Deposit is not applicable.
- B. Buyer will pay to Seller the Deposit in the amount of \$ \_\_\_\_\_
- i. Within \_\_\_\_\_ days following the date this Real Estate Contract has been signed by Buyer and Seller
  - ii. Within three (3) business days of execution of Paragraph 4(a) of the Inspection Repair & Survey Addendum; or
  - iii. Other: \_\_\_\_\_

**7. EARNEST MONEY:** Earnest money is in the amount of \$ 0 ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

- A. Earnest Money is tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to  Listing Firm,  Closing Agent  Other \_\_\_\_\_  
Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.
- B. Earnest Money will be tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to  Listing Firm,  Closing Agent  Other \_\_\_\_\_  
Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)
- C. No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

Page 3 of 12

# Real Estate Contract (Commercial)



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Page 4 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

**8. SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- A. A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor
- showing property lines only     ALTA Certified Survey
  - showing all improvements, easements and any encroachments will be provided and paid for by:
    - Buyer     Seller     Equally split between Buyer and Seller.

B. No survey shall be provided.

C. Other \_\_\_\_\_

Specific Survey Requirements: \_\_\_\_\_

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

**9. PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

**10. FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

Page 4 of 12

# Real Estate Contract (Commercial)



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Page 5 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

11. **CLOSING:** Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) September (day) 1, (year) 2016. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by Closing date (or any written extension thereof) the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 7.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.

<u>Seller</u>	<u>Buyer</u>
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

# Real Estate Contract (Commercial)



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Page 6 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

**12. POSSESSION:** Possession of the Property shall be delivered to Buyer: (Check one)

- A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B. Other, as follows: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**13. SELLER PROPERTY DISCLOSURE:** (Check one)

- A. Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

Page 6 of 12

# Real Estate Contract (Commercial)



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Page 7 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

14. ENVIRONMENTAL REPRESENTATION: Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

15. TERMITE CONTROL REQUIREMENTS: (Check one)

- A. None
- B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer

16. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

17. OTHER:

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Page 7 of 12

# Real Estate Contract (Commercial)



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Page 8 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

**18. CONTINGENCIES:** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

- A. Obtain satisfactory financing, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- F. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- G. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- H. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.

Additional requirements related to any of above contingencies:

- ① CONTINGENT OF BOARD APPROVAL.
  - ② CONTINGENT OF SATISFACTORY APPRAISAL.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Seller agrees to have all utilities connected and turned on to Property.**

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

Page 8 of 12

# Real Estate Contract (Commercial)



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Page 9 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

## 19. AGENCY: (Check all that apply)

**A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.

**B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.

**C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:

(i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.

(iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

**D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.

**E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

**20. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

Page 9 of 12

# Real Estate Contract (Commercial)



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Page 10 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

- 21. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 22. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.
- 23. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 24. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 25. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.
- 26. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 27. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 28. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 29. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

Page 10 of 12

# Real Estate Contract (Commercial)



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Page 11 of 12

FORM SERIAL NUMBER: 073633-600145-0821134

**30. NOTICE:** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: \_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_

If to Buyer: \_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

**31. TAX DEFERRED EXCHANGE:** Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

**32. LICENSEE DISCLOSURE:** (Check all that apply):

**A.** Not Applicable.

**B.** One or more parties to this Real Estate Contract acting as a  Buyer  Seller hold a valid Arkansas Real Estate License.

**C.** One or more owners of any entity acting as  Buyer  Seller hold a valid Arkansas Real Estate License.

**33. EXPIRATION:** This Real Estate Contract expires if not accepted in writing by Seller on or before  
X (month) August (day) 30, (year) 2016, at 10  (a.m.)  (p.m.).

# Real Estate Contract (Commercial)



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Page 12 of 12

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2016.

FORM SERIAL NUMBER: 073633-600145-0821134

The above Real Estate Contract is executed by Buyer on  
(month) AUGUST (day) 5, (year) 2016, at 10  (a.m.)  (p.m.).

LINDSEY & ASSOCIATES, INC.  
Selling Firm

Signature: [Signature]

Signature: (X) Carolene Thornton

Printed Name: Rico Gomez

Printed Name: Carolene Thornton

Principal or Executive Broker

Buyer

Signature: J. J. Hoop

Signature: \_\_\_\_\_

Printed Name: TRX HOOT

Printed Name: \_\_\_\_\_

Selling Agent

Buyer

The above Real Estate Contract is executed by Seller on  
(month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

Listing Firm \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Principal or Executive Broker

Seller

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Listing Agent

Seller

The above offer was  rejected  counter offered (Form Serial Number \_\_\_\_\_)  
on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Seller's Initials

**APPRAISAL REPORT**

**ON**

4,743± SQUARE FOOT  
PROFESSIONAL OFFICE BUILDING  
SITUATED ON .33± ACRE OF LAND AREA;  
LOCATED AT 206 SOUTH BLAIR STREET,  
SPRINGDALE, AR; WASHINGTON COUNTY

---

**FOR**

THE CITY OF SPRINGDALE, AR  
% WYMAN MORGAN, DIRECTOR OF FINANCE AND ADMINISTRATION  
CITY ADMINISTRATION BUILDING  
201 SPRING STREET  
SPRINGDALE, AR

---

**BY**

REED & ASSOCIATES, INC.  
3739 N. STEELE BLVD., SUITE 220  
FAYETTEVILLE, ARKANSAS 72703

File No. 5810

---

**AS OF**

AUGUST 13, 2016

# *Reed & Associates, Inc.*

## *Real Estate Appraisers – Consultants*

3739 N. Steele Blvd., Suite 220, Fayetteville, AR 72703 \* 479-521-6313 \* Fax: 479-521-6315 \* www.reedappraisal.biz  
*Tom Reed, MAI • Barbara Rhoads • Shannon Mueller • Brian Kenworthy • Katie Hampton*

August 24, 2016

Wyman Morgan  
Director of Finance & Administration  
City Administration Building  
201 Spring Street  
Springdale, AR 72764

RE: 206 South Blair Street, Springdale, AR; Washington County

Dear Mr. Morgan:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

Based upon an analysis of relevant data and contingent upon the Assumptions and Limiting Conditions which follow and appear later in this report, it is my opinion the market value of the fee simple interest in the subject property, as of August 13, 2016, was as follows:

**THREE HUNDRED TWENTY THOUSAND DOLLARS**

**(\$320,000)**

The preceding value reflects terms equivalent to cash to the owner, and represents that for real property only.

The following Extraordinary Assumptions are utilized in this report:

1. Land size is approximately as indicated in this report;
2. Building plumbing, electrical, and HVAC Systems are adequate, and in proper working order;
3. Subject is in compliance with all applicable EPA regulations.

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

Additional Assumptions and Limiting Conditions appear in the Introduction Section of this report.

The estimated exposure time for the subject property is one year or less.

Sincerely,



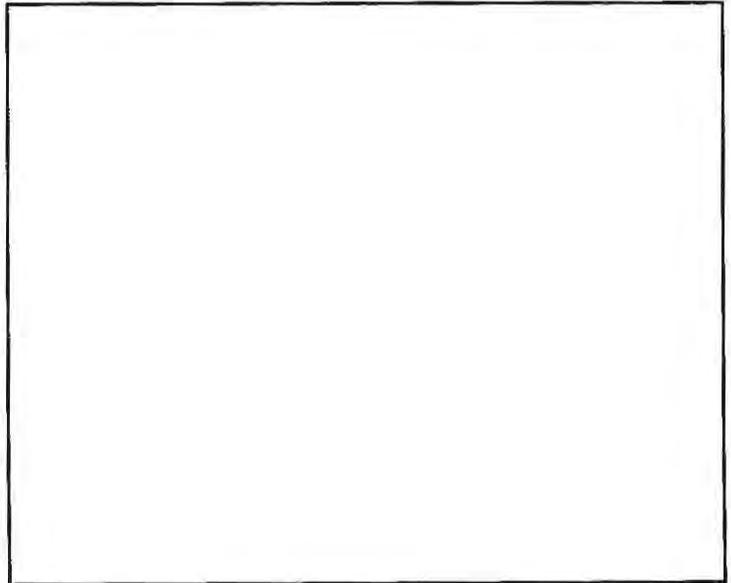
Tom Reed, MAI, CRE, CG0217  
REED & ASSOCIATES, INC.



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:** Elder Holding Company, LLC  
**LEGAL DESCRIPTION:** Lot 16, The Oaks Addition, Phase VIII to the City of Springdale, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 2839 Adrian Ave.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-31790-000

**PROPERTY OWNER:** Brenda S. Dougan and Larry Paul Dobbs, Co-Trustees of the Brenda Sue Dougan Revocable Trust, u/t/d June 14, 2016  
**LEGAL DESCRIPTION:** Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section One (1) in Township Seventeen (17) North of Range Thirty (30) West, described as: Beginning at a point which is 19 rods East and 31 rods and 10 1/2 feet North of where the South line of said forty acre trace crosses the East line of the right of way of the St. Louis and San Francisco Railroad, thence North 50 feet for a beginning corner to the lands herein conveyed, and running thence North 50 feet; thence West 130 feet to the East line of said right of way; thence South bearing West along and with said East line of said right of way 53 feet or to a point due West of the beginning; thence East 145.25 feet to the place of beginning.  
**LAYMAN'S DESCRIPTION:** 520 Crutcher St.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-27651-000

**PROPERTY OWNER:** Joseph R. & Sheri D. Kilgore  
**LEGAL DESCRIPTION:** Lot Three (3) and the South 8.75 feet of Lot Two (2), in Block Eleven (11) in Putman Addition to the City of Springdale, Arkansas, as shown upon the plat of said Addition on file in Plat Book 4 at page 23 in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being subject to the right-of-way of Harris Street along the West side thereof and the right-of-way of Johnson Avenue along the South side thereof.  
**LAYMAN'S DESCRIPTION:** 614 Johnson Ave.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-25131-000

**PROPERTY OWNER:** Nina F. Thomas  
**LEGAL DESCRIPTION:** A part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 12, Township Seventeen (17) North, Range 30 West, proceed North 1184.50 feet to the North Right of Way line of Terry Avenue as dedicated of the plat of Edmondson Addition to the City of Springdale, Arkansas; thence South 89 degrees 34 minutes 32 seconds East 903.50 feet to the Point of Beginning, thence South 89 degrees 34 minutes 32 seconds East 109 feet, thence North 150 feet, thence North 89 degrees 34 minutes 32 seconds West 109 feet, thence South 150 feet to the point of beginning and containing 0.375 acres more or less all in the City of Springdale, Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 106 Terry Ave.  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-29338-000

**PROPERTY OWNER:** Rebecca Tavel

**LEGAL DESCRIPTION:** Lot 6, Block 1, Baldwin Addition to the City of Springdale,  
Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 1615 Theodore  
Springdale, Arkansas  
**PARCEL NO.:** 815-20385-000

**PROPERTY OWNER:** Gonzalez Family Revocable Trust  
**LEGAL DESCRIPTION:** Lots 61 and 63 in Hidden Hills Subdivision, Phase I, in the  
City of Springdale, Arkansas, as per plat of Plat Book 23A at page 114 among the records in the  
Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 1274 Tolleson Loop  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-36712-000

**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:

\$930.84 clean-up costs and \$21.74 administrative costs – 2839 Adrian Ave. (#815-31790-000)  
\$321.42 clean-up costs and \$21.74 administrative costs – 520 Crutcher St. (#815-27651-000)  
\$345.42 clean-up costs and \$28.48 administrative costs – 614 Johnson Ave. (#815-25131-000)  
\$820.00 clean-up costs and \$28.48 administrative costs – 106 Terry Ave. (#815-29338-000)  
\$465.42 clean-up costs and \$21.74 administrative costs – 1615 Theodore (#815-20385-000)  
\$441.42 clean-up costs and \$21.74 administrative costs – 1274 Tolleson Loop (#815-36712-000)

**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:

\$952.58, plus 10% for collection - 2839 Adrian Ave. (#815-31790-000)  
\$343.16, plus 10% for collection - 520 Crutcher St. (#815-27651-000)  
\$373.90, plus 10% for collection - 614 Johnson Ave. (#815-25131-000)  
\$848.48, plus 10% for collection - 106 Terry Ave. (#815-29338-000)  
\$487.16, plus 10% for collection - 1615 Theodore (#815-20385-000)  
\$463.16, plus 10% for collection - 1274 Tolleson Loop (#815-36712-000)

**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 September, 2016.

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

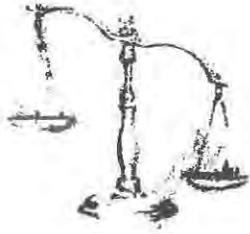
ATTEST:

\_\_\_\_\_  
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

July 15, 2016

*Ernest B. Cate*  
City Attorney  
ecate@springdalear.gov

*Taylor Samples*  
Senior Deputy  
City Attorney  
tsamples@springdalear.gov

*Sarah Sparkman*  
Deputy City Attorney  
sparkman@springdalear.gov

*David D. Phillips*  
Deputy City Attorney  
dphillips@springdalear.gov

*Lynda Belvedresi*  
Case Coordinator/  
Victim Advocate  
lbelvedresi@springdalear.gov

*Steve Helms*  
Investigator  
shelms@springdalear.gov

*Cindy Horlick*  
Administrative Legal  
Assistant/Paralegal  
chorlick@springdalear.gov

*Jacque Roth*  
Docket Coordinator/  
Discovery Clerk  
jroth@springdalear.gov

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
and REGULAR MAIL**

Chris Elder, Registered Agent  
Elder Holding Company, LLC  
4902 S. Thompson  
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 2839 A & B Adrian Ave., Springdale, Washington County, Arkansas, Tax Parcel No. 815-31790-000

Dear Property Owner:

On March 28, 2016, notice was posted on property located at 2839B Adrian Ave., Springdale, Arkansas, and on April 12, 2016, notice was posted on 2839A Adrian Ave., Springdale, Arkansas. that these properties were 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 5, 2016 and April 25, 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 June 29, 2016. As of this date, the total costs incurred by the City of Springdale to clean this property are \$930.84. I have enclosed copies of invoices 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 September 13, 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, September 13, 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 \$937.58, which includes \$930.84 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.

This letter is also being mailed by regular mail to Elder Holding Company, LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

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

enclosures  
SS:ch



# City of Springdale Code Enforcement

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

**CITY ABATEMENT - Wednesday, June 29, 2016 9:05:26 AM (645 CITY ABATEMENT)**

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	6/29/2016 9:05:26 AM
Form Submitted	6/29/2016 9:36:48 AM
Property Address	2839 A Adrian Ave
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Wednesday, June 29, 2016 9:05:00 AM
Officer on Site	Bradley Clyne
Supervisor on Job	Henry Hernandez
<b>Employee</b>	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing,Property Clean Up - Junk and Trash
Equipment Used	
Equipment	748 Grasshopper,743 Kubota,6030 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping

748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	48.00
Employee Cost per hour	27.42
Total Employee Cost	27.42
Equipment Cost per hour	190.00
Total Equipment Cost	190.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	465.42
Final Photos	Attached Data



Final Photos

Attached Data



Final Photos

Attached Datas



Final Photos

Attached Data





# City of Springdale Code Enforcement

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

## CITY ABATEMENT - Wednesday, June 29, 2016 8:24:26 AM (645 CITY ABATEMENT)

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	6/29/2016 8:24:26 AM
Form Submitted	6/29/2016 9:05:09 AM
Property Address	2839 B Adrian Ave
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Lien

Date of Abatement

Wednesday, June 29, 2016 8:24:00 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,Property Clean Up - Junk and Trash

Equipment Used

Equipment

748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping

748 Grasshopper

\$55.00

743 Kubota

\$65.00

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	190.00
Total Equipment Cost	190.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	465.42
Final Photos	Attached Data



Final Photos

Attached Data



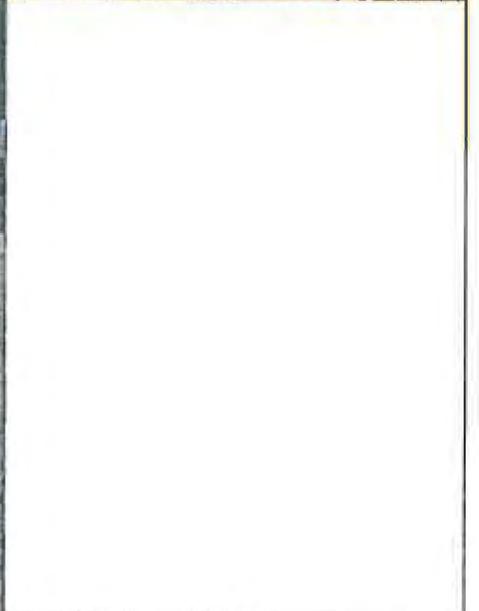
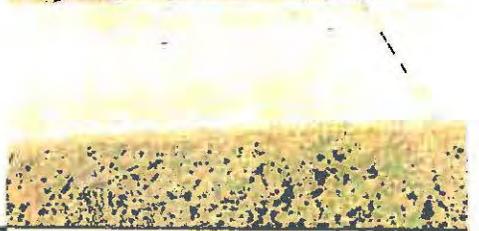
Final Photos

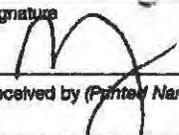
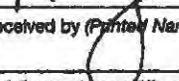
Attached Data

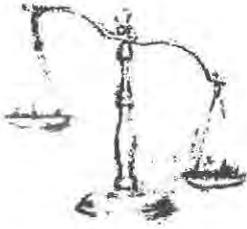


Final Photos

Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<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 <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>X </p>
<p>1. Article Addressed to:</p> <p><b>Chris Elder, Registered Agent</b>  <b>Elder Holding Company, LLC</b>  <b>4902 S. Thompson</b>  <b>Springdale, AR 72764</b></p>	<p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p> <span style="float: right;">8-7-18</span></p>
<p>2. Article Number (Transfer from service label)</p>	<p>D. Is delivery address different from item 1? <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>- If YES, enter delivery address below:</p> <p>3. Service Type</p> <p><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>4. Restricted Delivery? (Extra Fee) <span style="float: right;"><input type="checkbox"/> Yes</span></p>
<p>PS Form 3811, July 2013</p>	<p>7016 0910 0000 5636 1610 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

July 27, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
And REGULAR MAIL**

*Ernest B. Cate*  
City Attorney  
ecate@springdalear.gov

*Taylor Samples*  
Senior Deputy  
City Attorney  
tsamples@springdalear.gov

*Sarah Sparkman*  
Deputy City Attorney  
ssparkman@springdalear.gov

*David D. Phillips*  
Deputy City Attorney  
dphillips@springdalear.gov

*Lynda Belvedresi*  
Case Coordinator/  
Victim Advocate  
lbelvedresi@springdalear.gov

*Steve Helms*  
Investigator  
shelms@springdalear.gov

*Cindy Horlick*  
Administrative Legal  
Assistant/Paralegal  
chorlick@springdalear.gov

*Jacque Roth*  
Docket Coordinator/  
Discovery Clerk  
jroth@springdalear.gov

Brenda S. Dougan  
19955 Santa Rosa Dr.  
Springdale, AR 72764-9297

RE: Notice of clean-up lien on property located at 520 Crutcher St.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
27651-000

Dear Property Owner:

On June 7, 2016, notice was posted on property located at 520 Crutcher St., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, 42-78 and 114-57, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 17, 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 July 14, 2016. As of this date, the total costs incurred by the City of Springdale to clean this property are \$321.42. 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 September 13, 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, September 13, 2016, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring

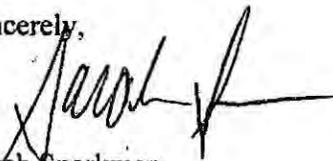
Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$328.16, which includes \$321.42 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.

This letter is also being mailed by regular mail to Brenda J. Dougan at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

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

Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



# City of Springdale Code Enforcement

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

## CITY ABATEMENT - Thursday, July 14, 2016 1:23:34 PM (645 CITY ABATEMENT)

User Name 645 CITY ABATEMENT  
User # 4797993474  
Form Started 7/14/2016 1:23:34 PM  
Form Submitted 7/14/2016 2:11:24 PM  
Property Address 520 Crutches  
Before Picture Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Lien

Date of Abatement

Thursday, July 14, 2016 1:23:00 PM

Officer on Site

Dana Bentley

Supervisor on Job

Henry Hernandez

Employee

Employee

Henry Hernandez

HH Benefit Rate

\$27.42

Method of Compliance

Equipment Used

Equipment

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

6031 Service Truck-Landscaping

\$35.00

6050 1-ton Work Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

2

Number of Temporary Laborers

Temporary Labor Cost 24.00  
Employee Cost per hour 27.42  
Total Employee Cost 27.42  
Equipment Cost per hour 70.00  
Total Equipment Cost 70.00  
Mobilization Fee \$200.00  
Extra materials cost \$0.00  
Total Cost of Abatement 321.42  
Final Photos Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



**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:**

Brenda S. Dougan  
19955 Santa Rosa Dr.  
Springdale, AR 72764-9297

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*[Signature]*  Addressee

B. Received by (Printed Name) *L. Paul Doby* C. Date of Delivery *8/2/16*

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

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7016 0910 0000 5636 1788

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

July 15, 2016

*Ernest B. Cate*  
City Attorney  
ecate@springdalear.gov

*Taylor Samples*  
Senior Deputy  
City Attorney  
tsamples@springdalear.gov

*Sarah Sparkman*  
Deputy City Attorney  
ssparkman@springdalear.gov

*David D. Phillips*  
Deputy City Attorney  
dphillips@springdalear.gov

*Lynda Belvedresi*  
Case Coordinator/  
Victim Advocate  
lbelvedresi@springdalear.gov

*Steve Helms*  
Investigator  
shelms@springdalear.gov

*Cindy Horlick*  
Administrative Legal  
Assistant/Paralegal  
chorlick@springdalear.gov

*Jacque Roth*  
Docket Coordinator/  
Discovery Clerk  
jroth@springdalear.gov

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
and REGULAR MAIL**

Joseph R. & Sheri D. Kilgore  
2745 Old Wire Rd.  
Fayetteville, AR 72703

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ken F. Calhoon, Registered Agent  
For Arvest Bank  
Hilburn, Calhoon, Harper, Pruniski & Calhoun  
Eighth Floor-One Riverfront Place  
North Little Rock, AR 72114

RE: Notice of clean-up lien on property located at 614 Johnson Ave.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
25131-000

Dear Property Owner/Lienholder:

On June 1, 2016, notice was posted on property located at 614 Johnson Ave.,  
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 June 14, 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 July 6, 2016. As of this date, the total costs incurred by the City of  
Springdale to clean this property are \$345.42. 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 September 13, 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, September 13, 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 \$358.90, which includes \$345.42 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 Joseph and Sheri Kilgore at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service 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 - Wednesday, July 06, 2016 10:23:15 AM (645 CITY ABATEMENT)

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	7/6/2016 10:23:15 AM
Form Submitted	7/6/2016 10:38:15 AM
Property Address	614 Johnson AV
Before Picture	Attached Data



Before Picture

Attached Data



**Before Picture**

**Attached Data**



Type of Abatement	Lien
Date of Abatement	Wednesday, July 06, 2016 10:23:00 AM
Officer on Site	Dana Bentley
Supervisor on Job	Henry Hernandez
Employee	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Property Clean Up - Junk and Trash
Equipment Used	
Equipment	6030 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
6030 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	70.00
Total Equipment Cost	70.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	345.42

Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data





Office Of The City Attorney  
 201 Spring Street  
 Springdale, Arkansas 72764

**CERTIFIED MAIL**



7016 0910 0000 5636 1559



*Handwritten:*  
 DW / 7/18/16  
 7/25  
 8/3  
 8/9/16

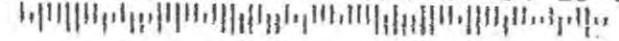
Joseph R. & Sheri D. Kilgore  
 2745 Old Wire Rd.  
 Fayetteville, AR 72703

NIXIE 722 4E 1 0208/13/16

RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD

~~727644554~~ 727644554

BC: 72764455401 \*0855-12214-15-37



**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:

Ken F. Calhoun, Registered Agent  
 For Arvest Bank  
 Hillburn, Calhoun, Harper, Prunski & Calhoun  
 Eighth Floor-One Riverfront Place  
 North Little Rock, AR 72114

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *Julie Bausen*  Agent  Addressee

B. Received by (Printed Name) *Julie Bausen* C. Date of Delivery *7/18/2016*

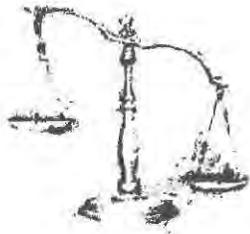
D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7016 0910 0000 5636 1542



*Office Of The City Attorney*

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

July 27, 2016

*Ernest B. Cate*  
City Attorney  
ecate@springdalear.gov

*Taylor Samples*  
Senior Deputy  
City Attorney  
tsamples@springdalear.gov

*Sarah Sparkman*  
Deputy City Attorney  
sparkman@springdalear.gov

*David D. Phillips*  
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dphillips@springdalear.gov

*Lynda Belvedresi*  
Case Coordinator/  
Victim Advocate  
lbelvedresi@springdalear.gov

*Steve Helms*  
Investigator  
shelms@springdalear.gov

*Cindy Horlick*  
Administrative Legal  
Assistant/Paralegal  
chorlick@springdalear.gov

*Jacque Roth*  
Docket Coordinator/  
Discovery Clerk  
jroth@springdalear.gov

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
and REGULAR MAIL**

Hau Kuen & Mei Yam Cheng  
2240 Rockburn Ave.  
Springdale, AR 72764-6395

RE: Notice of clean-up lien on property located at 2240 Rockburn Ave., Springdale, Washington County, Arkansas, Tax Parcel No. 815-32865-000

Dear Property Owner:

On June 24, 2016, notice was posted on property located at 2240 Rockburn Ave., 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 June 27, 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 July 19, 2016. As of this date, the total costs incurred by the City of Springdale to clean this property are \$465.42. 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 September 13, 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, September 13, 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 \$472.16, which includes \$465.42 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.

This letter is also being mailed by regular mail to Hau Kuen and Mei Yam Cheng at the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

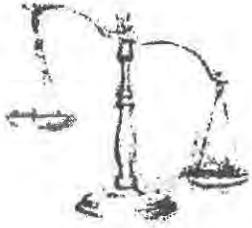
If you should have any questions, please let me know.

Sincerely,

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

Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



*Office Of The City Attorney*

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

July 27, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
and REGULAR MAIL**

*Ernest B. Cate*  
City Attorney  
ecate@springdalear.gov

*Taylor Samples*  
Senior Deputy  
City Attorney  
tsamples@springdalear.gov

*Sarah Sparkman*  
Deputy City Attorney  
ssparkman@springdalear.gov

*David D. Phillips*  
Deputy City Attorney  
dphillips@springdalear.gov

*Lynda Belvedresi*  
Case Coordinator/  
Victim Advocate  
lbelvedresi@springdalear.gov

*Steve Helms*  
Investigator  
shelms@springdalear.gov

*Cindy Horlick*  
Administrative Legal  
Assistant/Paralegal  
chorlick@springdalear.gov

*Jacque Roth*  
Docket Coordinator/  
Discovery Clerk  
jroth@springdalear.gov

Leland James Eidson  
838 Fairfax Ave.  
Springdale, AR 72764

Daniel Warren Eidson  
3 Redditch Ln.  
Bella Vista, AR 72714

RE: Notice of clean-up lien on property located at 106 Terry Ave.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
29338-000

Dear Heirs of Nina F. Thomas:

On April 29, 2016, notice was posted on property located at 106 Terry Ave., 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 May 9, 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 June 17, 2016 and July 22, 2016. As of this date, the total costs incurred by the City of Springdale to clean this property are \$820.00. I have enclosed invoices 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 September 13, 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, September 13, 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 \$833.48, which includes \$820.00 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 Leland Eidson and Daniel Eidson at the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service 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, June 17, 2016 1:03:40 PM (645 CITY ABATEMENT)**

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	6/17/2016 1:03:40 PM
Form Submitted	6/17/2016 2:08:15 PM
Property Address	106 Terry Ave
Before Picture	Attached Data



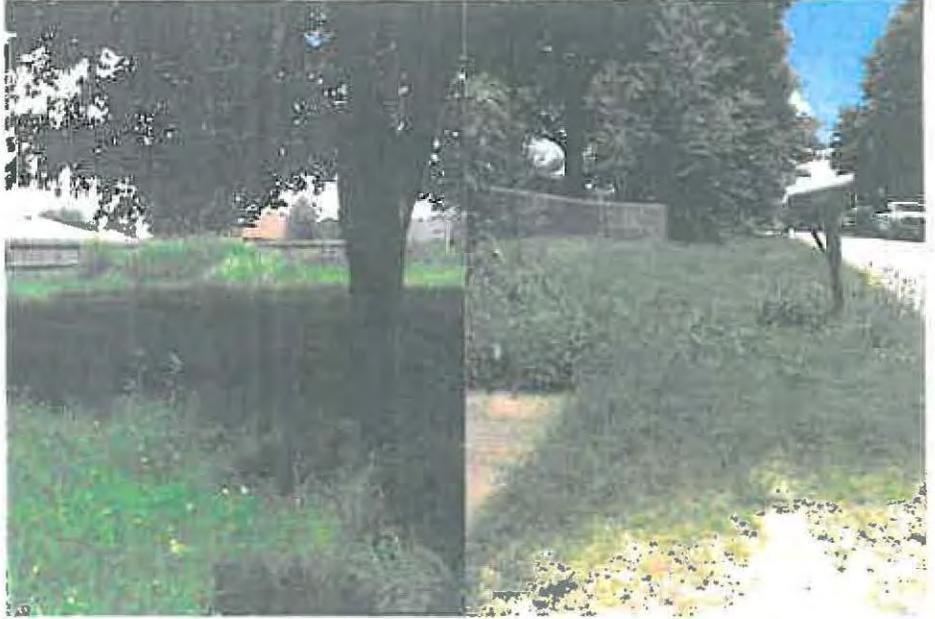
Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



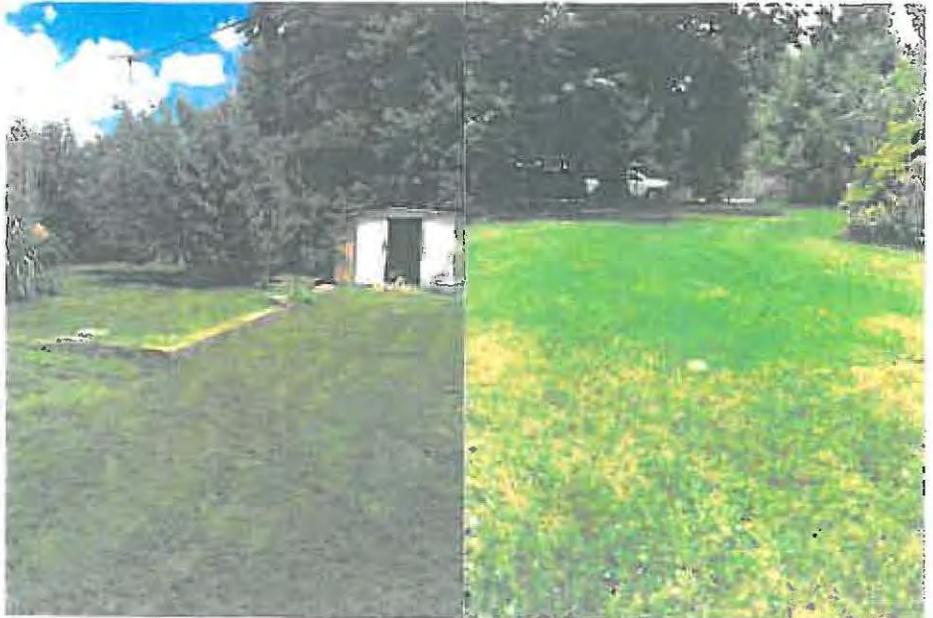
Type of Abatement	Lien
Date of Abatement	Friday, June 17, 2016 1:03:00 PM
Officer on Site	Bobby Nivens
Supervisor on Job	Daniel Combs
Employee	
Employee	Daniel Combs
DC Benefit Rate	\$16.58
Method of Compliance	
1 Method of Compliance	Mowing,Property Clean Up - Junk and Trash
2 Method of Compliance	Mowing,Property Clean Up - Junk and Trash
Equipment Used	
Equipment	755 Grasshopper,6030 Service Truck-Landscaping
755 Grasshopper	\$55.00

6030 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	48.00
Employee Cost per hour	16.58
Total Employee Cost	16.58
Equipment Cost per hour	90.00
Total Equipment Cost	90.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	354.58
Final Photos	Attached Data



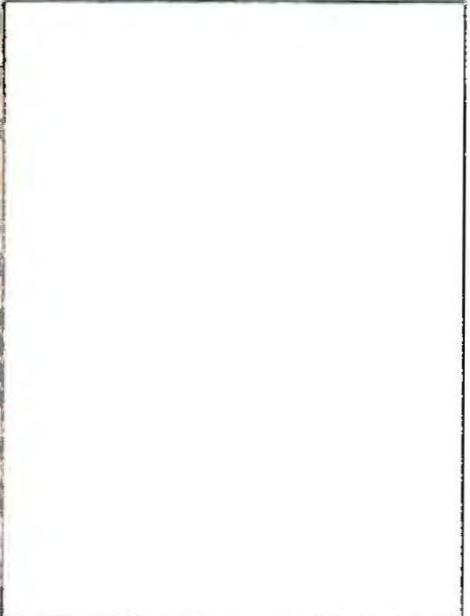
Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



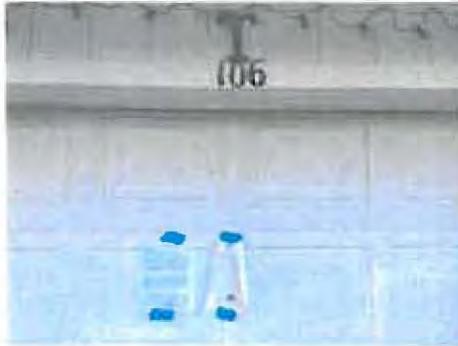


# City of Springdale Code Enforcement

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

**CITY ABATEMENT - Friday, July 22, 2016 9:09:06 AM (645 CITY ABATEMENT)**

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	7/22/2016 9:09:06 AM
Form Submitted	7/22/2016 9:54:50 AM
Property Address	106 Terry ave
Before Picture	Attached Data



Before Picture

Attached Data



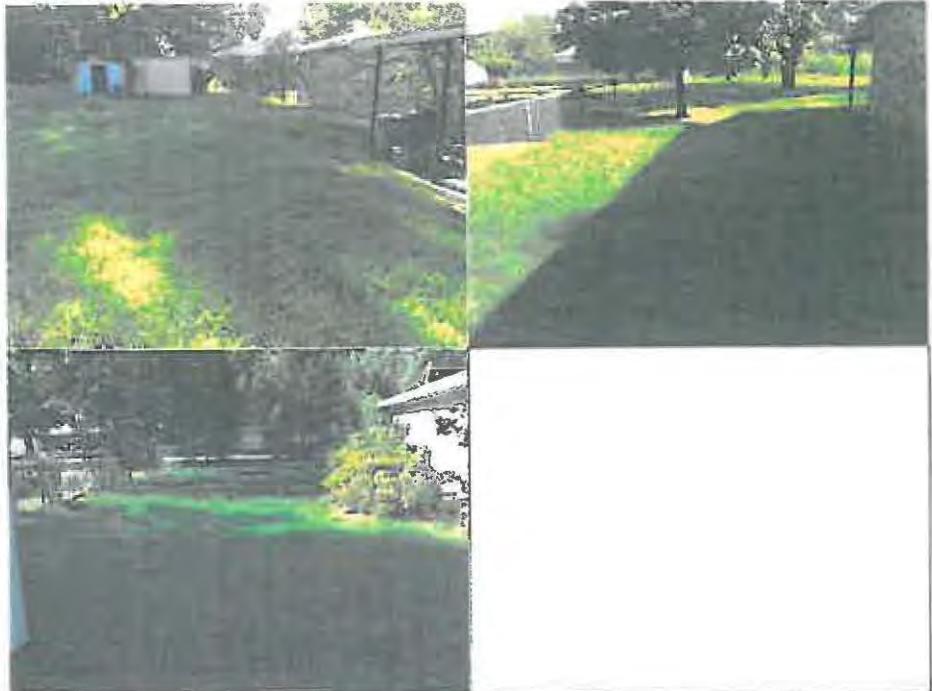
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, July 22, 2016 9:09:00 AM
Officer on Site	B. Clyne
Supervisor on Job	Henry Hernandez
<b>Employee</b>	
Employee	Henry Hernandez
HH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing,Property Clean Up - Junk and Trash
<b>Equipment Used</b>	
Equipment	748 Grasshopper,743 Kubota,6030 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	48.00
Employee Cost per hour	27.42
Total Employee Cost	27.42
Equipment Cost per hour	190.00
Total Equipment Cost	190.00
Mobilization Fee	\$200.00

Extra materials cost  
Total Cost of Abatement  
Final Photos

\$0.00  
465.42  
Attached Data



Final Photos

Attached Data



Final Photos

Attached Datas



Final Photos

Attached Data





Office Of The City Attorney  
201 Spring Street  
Springdale, Arkansas 72764

**CERTIFIED MAIL**



U.S. POSTAGE PITNEY BOWES  
ZIP 72764 \$ 006.88<sup>5</sup>  
02 1W  
0001377648 JUL 28 2016

7016 0910 0000 5636 1726

Leland James Eidson  
838 Fairfax Ave.  
Springdale, AR 72764

7129

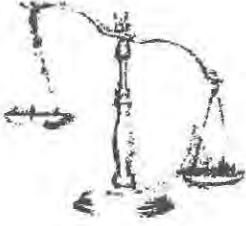
NIXIE 722 CE 1 0208/17/16

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 72764455401 \*1255-06700-16-37

72764@4554





Office Of The City Attorney

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

July 15, 2016

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy
City Attorney
tsamples@springdalear.gov

Sarah Sparkman
Deputy City Attorney
ssparkman@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Lynda Belvedresi
Case Coordinator/
Victim Advocate
lbelvedresi@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Cindy Horlick
Administrative Legal
Assistant/Paralegal
chorlick@springdalear.gov

Jacque Roth
Docket Coordinator/
Discovery Clerk
jroth@springdalear.gov

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL

Rebecca Tavel
P.O. Box 995
Springdale, AR 72765-0995

RE: Notice of clean-up lien on property located at 1615 Theodore Dr.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
20385-000

Dear Property Owner:

On June 20, 2016, notice was posted on property located at 1615 Theodore Dr.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, 42-78, and 114-57, and needed to be remedied within seven (7)
days. Notice was mailed to the owner of record on June 21, 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 July 6, 2016. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$465.42. 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 September 13, 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, September 13, 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 \$472.16, which includes \$465.42 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.

This letter is also being mailed by regular mail to Rebecca Tavel at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Sparkman", written over a horizontal line.

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 - Wednesday, July 06, 2016 2:02:54 PM (645 CITY ABATEMENT)**

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	7/6/2016 2:02:54 PM
Form Submitted	7/6/2016 2:41:46 PM
Property Address	1615 Theodore Dr
Before Picture	Attached Dataw



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Wednesday, July 06, 2016 2:02:00 PM
Officer on Site	Toby Lankford
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,743 Kubota,6030 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	48.00

Employee Cost per hour 27.42  
Total Employee Cost 27.42  
Equipment Cost per hour 190.00  
Total Equipment Cost 190.00  
Mobilization Fee \$200.00  
Extra materials cost \$0.00  
Total Cost of Abatement 465.42  
Final Photos Attached Data



Final Photos Attached Data



Final Photos Attached Data



Final Photos

Attached Data





Office Of The City Attorney  
201 Spring Street  
Springdale, Arkansas 72764

**CERTIFIED MAIL**



7016 0910 0000 5636 1511



~~4/7-18~~  
7-28  
8-5

Rebecca Tavel  
P.O. Box 995  
Springdale, AR 72765-0995

UNC

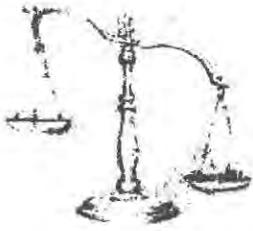
NIXIE 722 SE 1 0008/20/16

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 72764455401 \*0855-04535-15-37

72763376484554





Office Of The City Attorney

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

July 27,2016

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy
City Attorney
tsamples@springdalear.gov

Sarah Sparkman
Deputy City Attorney
ssparkman@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Lynda Belvedresi
Case Coordinator/
Victim Advocate
lbelvedresi@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Cindy Horlick
Administrative Legal
Assistant/Paralegal
chorlick@springdalear.gov

Jacque Roth
Docket Coordinator/
Discovery Clerk
jroth@springdalear.gov

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
And REGULAR MAIL

Alberto Gonzalez and Marlene Moke, Trustees
Gonzalez Family Revocable Trust
299 Fredonia St.
Springdale, AR 72762

RE: Notice of clean-up lien on property located at 1274 Tolleson Loop,
Springdale, Washington County, Arkansas. Tax Parcel No. 815-
36712-000

Dear Property Owners:

On June 14, 2016, notice was posted on property located at 1274 Tolleson 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 June 23, 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 July 14, 2016. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$441.42. 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 September 13, 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, September 13, 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 \$448.16, which includes \$441.42 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.

This letter is also being mailed by regular mail to Alberto Gonzalez and Marlene Moke, Trustees of the Gonzalez Family Revocable Trust at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

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

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, July 14, 2016 3:17:03 PM (645 CITY ABATEMENT)**

User Name	645 CITY ABATEMENT
User #	4797993474
Form Started	7/14/2016 3:17:03 PM
Form Submitted	7/14/2016 3:35:17 PM
Property Address	1274 Tolleson Loop
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Thursday, July 14, 2016 3:17:00 PM
Officer on Site	Dana Bentley
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,743 Kubota,6030 Service Truck-Landscaping,6050 1-ton Work Truck Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6050 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	24.00

Employee Cost per hour 27.42  
Total Employee Cost 27.42  
Equipment Cost per hour 190.00  
Total Equipment Cost 190.00  
Mobilization Fee \$200.00  
Extra materials cost \$0.00  
Total Cost of Abatement 441.42  
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>	<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <u>8-1-16</u></p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Alberto Gonzalez and Marlene Moke, Trustees  Gonzalez Family Revocable Trust  299 Fredonia St.  Springdale, AR 72762</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>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered _____</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
<p>2. Article Number  (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p style="text-align: center;">7016 0910 0000 5636 1696</p>

PS Form 3811, July 2013

Domestic Return Receipt