

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

- Monday, May 4th, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available on Friday, May 1st, 2015.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, April 28th, 2015

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Rick Evans

6:00 p.m. OFFICIAL AGENDA

1. Large Print agendas are available at the back of the room, next to the main entrance.
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – City Clerk Denise Pearce

Recognition of a Quorum.

4. A presentation by the Animal Care Educators Group. Presented by: Kathy Short.
5. 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.

6. Approval of Minutes

a) April 14th, 2015 (2-18)

7. 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....8a; 11a; 12a; 13a-d; 16* (Motion must be approved by two-thirds (2/3) of the council members).

8. Ordinance Committee Report and Recommendations by Chairman Mike Overton:

A. **An Ordinance** amending Chapter 114-56(a) and 114-57(b) of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. (Pertaining to commercial vehicles not being parked or stored on certain properties/ adding box truck to the definition of a commercial vehicle.) (Committee Recommended Approval) (19-20)

9. Committee of the Whole.

A. **A Resolution** establishing a procedure for the selection and appointment to a board or commission in the City of Springdale, Arkansas. (Committee Recommended Approval) (21)

10. Parks & Recreation Report and Recommendations by Chairman Mike Lawson

A. **A Resolution** endorsing Citizen Involvement Programs to promote safe, responsible, and enjoyable use of the trails in Springdale. (Committee Recommended Approval) (22-31)

11. Heath, Sanitation, & Property Maintenance Report and Recommendations by Chairman Jim Reed.
 - A. **An Ordinance** amending chapter 102-5 of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. (Pertaining to solid waste, trash, and bulky waste). (Committee Recommended Approval) (32-33)
12. Finance Committee Report and Recommendations by Chairperson Eric Ford:
 - A. **An Ordinance** allowing the Mayor and the City Clerk to enter into an agreement with the Springdale Chamber of Commerce to promote business development and economic growth; to waive competitive bidding and for other purposes. (Committee Recommended Approval) (34-40)
13. Planning Commission Committee Report and Recommendations by Patsy Christie, Planning Director:
 - A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from General Commercial District (C-2) to the Thoroughfare Commercial District (C-5) and declaring an emergency. (1.12 acres, owned by Elm Springs Center, LLC, NW Corner of Elm Springs Road and N. 40th Street) (41-43)
 - B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Medium Density Multi-Family Residential District (MF-12) to General Commercial District (C-2) and declaring an emergency. (.4 acres owned by Randall C. Evans Revocable Trust, 1123 Crutcher). (44-46)
 - C. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from Medium Density Multi-Family Residential District (MF-12) to General Commercial District (C-2) and declaring an emergency. (.57 acres, owned by Glen Fenter, vacant lot directly East of 607 James). (47-49)
 - D. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands from General Commercial District (C-2) and Light Industrial District (I-1) to Downtown District C-3) and declaring an emergency. (.22 acres, owned by Storm Brewery, LLC, 321 & 323 E. Emma Ave.) (50-52)
14. Finance Committee Report and Recommendations by Chairman Eric Ford:
 - A. **A Resolution** amending the 2015 budget of the Springdale Police Department. (Committee Recommended Approval) (53-56)
15. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
 - A. **A Resolution** authorizing execution of a contract for engineering services for the study of Huntsville Road. (Committee Recommended Approval) (57-71)
16. **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. (1600 Juniper Circle, 3203 S. Turner) Presented by: Ernest Cate, City Attorney. (72-89)
17. Comments from Department Heads.
18. Comments from Council Members.
19. Comments from City Attorney.
20. Comments from Mayor Sprouse.
21. Adjournment.

SPRINGDALE CITY COUNCIL
APRIL 14, 2015

The City Council of the City of Springdale met in regular session on April 14, 2015, in the City Council Chambers, City Administration Building. Mayor 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.
Kathy O'Kelley	Police Chief
Patsy Christie	Planning Director
Kevin McDonald	Assistant Fire Chief
Mike Chamlee	Buildings Director
Sam Goade	Public Works Director
Brad Baldwin	Engineering Director
Bill Monk	Parks & Recreation Director

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the March 24, 2015 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

ORDINANCE NO. 4902 – ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-40-2002 (ACT 779 OF 1999), AND MAKING A COMMITMENT TO PROVIDE SEWER SERVICES TO SAID PROPERTY AS REQUIRED BY ARK. CODE ANN. §14-40-2002 (ACT 779 OF 1999) – OWNERS: KEITH AND ERIN HUNTER, DANIEL AND AMANDA BRACKETT, AND DAN AND NORA TAYLOR

City Attorney Ernest Cate presented an Ordinance annexing property to the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2002 (Act 779 of 1999), and

making a commitment to provide sewer services to said property as required by Ark. Code Ann. §14-40-2002 (Act 779 of 1999).

Keith A. Hunter and Erin Hunter, husband and wife, Daniel C. Brackett and Amanda Brackett, husband and wife, and Dan F. Taylor and Nora A. Taylor, husband and wife, are the owners of the following real property currently located in Elm Springs, Washington County, Arkansas, and which are contiguous to and adjacent to the City of Springdale, Arkansas:

- Tract 1: 881 Oak Grove Road, Washington County Parcel No. 750-00688-000, containing one 0.82 acres more or less, and more particularly described as Tract 1 on Exhibit "A" attached hereto;
- Tract 2: 825 Oak Grove Road, Washington County Parcel No. 750-00686-000, more particularly described as Tract 2 on Exhibit "A" attached hereto;
- Tract 3: 5119 Elm Springs Road, Washington County Parcel No. 750-00693-000, containing 1.35 acres more or less, and more particularly described as Tract 3 on Exhibit "A" attached hereto.

The property owners made demand upon the City of Elm Springs to make a commitment to provide sewer service to their property. The City of Elm Springs has indicated that it does not intend to extend sewer service to the property.

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

The vote:

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

No: None

The Ordinance was numbered 4902.

RESOLUTION NO. 36-15 – AMENDING SECTION 5.10, SICK LEAVE OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS

Human Resource Director Gina Lewis presented a Resolution amending Section 5.10, Sick Leave, of the Personnel and Procedures Manual for the City of Springdale, Arkansas.

RESOLUTION NO. ____

A RESOLUTION AMENDING SECTION 5.10, SICK LEAVE OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS

WHEREAS, it has come to the attention of the City Council that Section 5.10 of the Personnel and Procedures 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 5.10 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

5.10 Sick Leave:

5.10(a) Police Department. Law enforcement officers, regardless of their titles, shall accumulate sick leave at the rate of 20 working days per year beginning upon the date of employment. If, unused, sick leave shall accumulate to a maximum of 90 days.

Time off may be charged against accumulated sick leave only for such days that an officer is scheduled to work. No such sick leave, as provided in this section, shall be charged against any officer during any period of sickness, illness, or injury for any days which the officer is not scheduled to work.

If, upon retirement or death, whichever occurs first, any law enforcement officer has any unused accumulated sick leave, he/she or his/her beneficiary shall be paid for this sick leave at the regular rate of pay in effect at the time of retirement or death, but payment for unused sick leave in the case of a law enforcement officer upon retirement or death, shall not exceed 60 days' salary.

For purposes of this policy, retirement means the law enforcement officer is leaving their full-time position with the City of Springdale, Arkansas, and:

- (1) The employee is fully vested in a work related pension plan and has attained the age of 62 years; or
- (2) The employee is fully vested in a work related pension plan governed by Arkansas law and has met requirements for a full pension.
- (3) The employee is retiring under a disability under LOPFI or any retirement system governed by Arkansas law (also called medical retirement)

Reference: A.C.A. §14-52-107

5.10(b) Fire Department. Firefighters shall accumulate sick leave at the rate of 20 working days per year beginning at the date of employment. If, unused, sick leave days shall accumulate to a maximum of 90 days.

Time off may be charged against accumulated sick leave only for such days that a firefighter is scheduled to work. No sick leave, as provided in this section, shall be charged against any firefighter during any period of sickness, illness, or injury for any days which the firefighter is not scheduled to work.

If, upon retirement or death, whichever occurs first, any firefighter has any unused accumulated sick leave, he/she or his/her beneficiary shall be paid for this sick leave at the regular rate of pay in effect at the time of retirement or death, but payment for unused sick leave in the case of a firefighter upon retirement or death shall not exceed three months' salary.

For purposes of this policy, retirement means the firefighter is leaving their full-time position with the City of Springdale, Arkansas, and:

- (1) The employee is fully vested in a work related pension plan and has attained the age of 62 years; or
- (2) The employee is fully vested in a work related pension plan governed by Arkansas law and has met requirements for a full pension.
- (3) The employee is retiring under a disability under LOPFI or any retirement system governed by Arkansas law (also called medical retirement).

Reference: A.C.A. §14-53-108

5.10(c) Non-Civil Service Employees. The City of Springdale recognizes that inability to work because of illness or injury may cause economic hardships. For this reason, the City of Springdale provides paid sick leave to regular full-time employees. Eligible employees accrue sick leave at the rate of one and two-thirds (1 2/3) working days per month (20 total days per year).

Any sick leave days accumulated which are not used in any calendar year may be carried over as accumulated sick leave days up to a maximum of 90 working days.

Non-civil service employees, upon retirement or death, whichever occurs first, shall be paid a maximum of 60 days for unused accumulated sick leave.

For purposes of this policy, retirement means the employee is leaving their position with the City of Springdale and:

1. The employee has completed 10 years of full-time service to the City in a non-civil service position and has attained the age of 62 years; or
2. The employee has completed at least 20 years of full-time service to the City in a non-civil service position; or
3. The employee is retiring under a disability through a City sponsored pension plan (also called medical retirement).

Employees who are assigned to a full-time position but due to budget restraints work less than 40 hours per week will have their applicable sick leave accrual rate adjusted to equate to the percentage of the pay period they actually work.

5.10(d) All employees may be eligible for sick leave days for the following reasons:

- (1) Personal illness or physical incapacity
- (2) Quarantine of an employee by a physician or health officer
- (3) Illness in the immediate family (spouse, child, ~~or~~ parent, or sibling) which would require the employee to take care of the family member(s).
- (4) Medical, dental, and optical visits for employees or for dependent family members of the employee.

Any other reason not set out in 1 through 4 must be approved in writing by the Mayor.

An employee who is unable to report for work due to one of the previously listed sick leave reasons shall report the reason for

his/her absence to the employee's supervisor or someone acting for the employee's supervisor before the time the employee is expected to report for work, if possible.

Employees who are absent more than 3 consecutive days due to unconfirmed illness may be required by the supervisor or department head to submit a physician's statement. A department head may also require the employee to submit a physician's statement when the employee has taken more than 6 calendar days of sick leave during any calendar year.

Absence for part of a day that is chargeable to sick leave in accordance with these provisions shall be deducted from accrued leave in one-quarter hour (15 minute) intervals (as provided for in Section 2.19). An employee who uses all of his or her accrued sick leave days and is still off for sick leave, shall thereafter be placed on a leave without pay status, after all paid benefits are exhausted. It is the responsibility of the employee's supervisor to send any employee home who reports for work while sick, and because of such sickness cannot adequately perform their job. It is also the responsibility of the supervisor to send an employee home during any work day in which the employee becomes sick and is unable to adequately perform his/her job responsibilities.

5.10(e) Donations: In the event an employee exhausts all paid leave, their supervisor may request donated vacation time for the catastrophic illness or injury of the employee, or an immediately family member as defined by this policy to the Human Resources Director. The request for donations may be approved, modified, or denied on a case by case basis within the guidelines of State and Federal law.

Section 2: All other provisions of Section 5.10 not specifically modified herein shall remain in full force and effect.

PASSED AND APPROVED, this ___ day of April, 2015.

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

No: None

The Resolution was numbered 36-15.

RESOLUTION NO. 37-15 – APPROVING A CONDITIONAL USE APPEAL BY
NAAN EO EMMAN FOR A CHURCH/SYNAGOGUE TO BE LOCATED AT 3020
WEST HUNTSVILLE AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Naan Eo Emman for a Church/Synagogue to be located at 3020 West Huntsville Avenue as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their March 3, 2015 meeting.

Alderman Ford said he cannot support this because of the residences located right behind this property.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL
USE AT 3020 WEST HUNTSVILLE AVENUE 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 March 3, 2015, on a request by Naan Eo Emman (Good News) for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of Nine (9) yes and zero (0) no recommends that a conditional use be granted to Naan Eo Emman (Good News) for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions – **Must provide a shared parking agreement. May not use adjacent parking, if needed, until after 6:00 p.m. Monday through Friday; after 1:00 p.m. on Saturday and Sunday from 10:00 a.m. to 10:00 p.m.**

Must comply with the noise ordinance

Days and times of operation:

Monday & Tuesday – 10:00 a.m. to 11:00 a.m. & 6:00 p.m. to 7:00 p.m. Prayer meeting

Wednesday - No meetings

Thursday – 6:00 p.m. to 7:00 p.m. Women only

Friday – 6:00 p.m. – 7:00 p.m. Youth

Saturday – 9:00 a.m. to 10:00 p.m. Men Fellowship

Sunday – 10:00 a.m. to 10:00 p.m.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) with the following conditions –**A shared parking agreement that states may not use adjacent parking Monday-Friday until after 6:00 p.m.; after 1:00 p.m. on Saturday and Sunday from 10:00 a.m. to 10:00 p.m.**

Days and times of operation:

Monday & Tuesday – 10:00 a.m. to 11:00 a.m. & 6:00 p.m. to 7:00 p.m. Prayer meeting

Wednesday - No meetings

Thursday – 6:00 p.m. to 7:00 p.m. Women only

Friday – 6:00 p.m. – 7:00 p.m. Youth

Saturday – 9:00 a.m. to 10:00 p.m. Men Fellowship

Sunday – 10:00 a.m. to 10:00 p.m.

PASSED AND APPROVED THIS ____ DAY OF April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: Jaycox, Ford

The Resolution was numbered 37-15.

RESOLUTION NO. 38-15 – APPROVING A CONDITIONAL USE APPEAL BY SAMUEL D. CROSS FOR A TANDEM LOT SPLIT AT 13168 ROBBINS ROAD AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Samuel D. Cross for a tandem lot split at 13168 Robbins Road as set forth in Ordinance No. 4030.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE AT 13168 ROBBINS ROAD 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 April 7, 2015, on a request by Samuel D. Cross for a Tandem Lot Split in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and no (0) nays recommends that a conditional use be granted to Michael D. Cross for a Tandem Lot Split in an Agricultural District (A-1) 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 Samuel D. Cross for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – No conditions set.

PASSED AND APPROVED THIS ____ DAY OF April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 38-15.

RESOLUTION NO. 39-15 – AMENDING THE 2015 BUDGET OF THE CITY OF
SPRINGDALE PARKS DEPARTMENT

Alderman Ford presented a Resolution amending the 2015 Budget of the City of Springdale Parks Department by combining the budget and activities of the soccer program with those included in the Activity Fund.

RESOLUTION NO. ____

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

WHEREAS, the Parks & Recreation Director would like to combine the budget and activities of the soccer program with those included in the Activity Fund, and;

WHEREAS, the Mayor is in agreement with and supports this change, and;

WHEREAS, the combination of the funding of these programs requires a budget amendment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2015 budget of the City of Springdale Parks Department is hereby amended as indicated on the two attached pages.

PASSED AND APPROVED this ____ day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 39-15.

RESOLUTION NO. 40-15 – AUTHORIZING THE VACATION OF PROPERTY IN FAVOR OF JOHNSON HOLDINGS, LLC IN THE CITY OF JOHNSON IN CONNECTION WITH THE JOHNSON ROAD PROJECT JOB #040272

Alderman Evans presented a Resolution authorizing the vacation of property in favor of Johnson Holdings LLC in the City of Johnson in connection with the Johnson Road Project Job #040272.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE VACATION OF PROPERTY IN FAVOR OF JOHNSON HOLDINGS, LLC IN THE CITY OF JOHNSON IN CONNECTION WITH THE JOHNSON ROAD PROJECT JOB#040272

WHEREAS, funding was made available through the Federal-aid High Priority (HPP) program for improvements to Johnson Road in Springdale and Johnson and an Interlocal Agreement was executed between the cities of Springdale and Johnson in 2006 for the administration of the project; and

WHEREAS, the project required the acquisition of right-of-way across several tracts of land both in the City of Johnson and the City of Springdale as part of the project budget; and

WHEREAS, the City of Springdale is the record title owner of all real property (Parcels #785-18024-000, #785-18024-001, #785-18099-001, #785-18099-000 and #785-18100-000) adjacent to the southern portion of Main Drive as prescriptive right-of-way as set forth below:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, ALL BEING IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S00°26'25"W 1521.20' AND WEST 344.12' FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22 AND RUNNING THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 338.00' FOR A CHORD BEARING AND DISTANCE OF S44°13'26"E 50.54';; THENCE N67°31'38"W 44.54', THENCE N67°45'47"W 275.55', THENCE N67°41'00"W 209.46', THENCE N67°45'05"W 298.10', THENCE N69°40'52"W 317.89', THENCE N71°59'56"W 131.49' THENCE N60°25'22"W 162.36', THENCE N67°17'32"E 25.28', THENCE S60°20'34"E 143.88', THENCE S71°59'56"E 130.87', THENCE S69°40'52"E 318.63', THENCE S67°45'05"E 298.45', THENCE

S67°41'00"E 209.46', THENCE S67°45'47"E 273.75' TO THE POINT OF BEGINNING, CONTAINING 0.65 ACRES, MORE OR LESS.

WHEREAS, a portion of the Johnson Road Project Job #040272 included the removal and relocation of Main Drive along said tract of land owned by the City of Springdale; and

WHEREAS, the project improvements have been completed making the prescriptive right-of-way along Main Drive no longer improved and available for use by the public and not needed for use by the City and/or Springdale Water Utilities; and

WHEREAS, under federal acquisition process, Johnson Holdings, LLC, owner of the tract across Main Drive from the City owned tract, agreed to donate the entire width of the street improvement across their property with the understanding and mutual agreement by the City of Springdale, Johnson and Springdale Water Utilities that the prescriptive right-of-way held by the City of Springdale would be vacated in their favor; and

WHEREAS, the City of Johnson is undertaking to vacate that portion of Main Drive no longer improved or used by the public under the provisions of Arkansas Statutes §14-54-105 that provides when a street is being vacated the centerline is utilized as a division line and the adjacent property is transferred to the owners on the two sides of the street/alley.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT: The City of Springdale, Arkansas, as the record title owner of all real property (Parcels #785-18024-000, #785-18024-001, #785-18099-001, #785-18099-000 and #785-18100-000) adjacent to the southern portion of Main Drive described as follows:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, ALL BEING IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S00°26'25"W 1521.20' AND WEST 344.12' FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22 AND RUNNING THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 338.00' FOR A CHORD BEARING AND DISTANCE OF S44°13'26"E 50.54'; THENCE N67°31'38"W 44.54', THENCE N67°45'47"W 275.55', THENCE N67°41'00"W 209.46', THENCE N67°45'05"W 298.10', THENCE N69°40'52"W 317.89', THENCE N71°59'56"W 131.49' THENCE N60°25'22"W 162.36', THENCE N67°17'32"E 25.28', THENCE S60°20'34"E 143.88', THENCE S71°59'56"E 130.87', THENCE S69°40'52"E 318.63', THENCE S67°45'05"E 298.45', THENCE S67°41'00"E 209.46', THENCE S67°45'47"E 273.75' TO THE POINT OF BEGINNING, CONTAINING 0.65 ACRES, MORE OR LESS.

is no longer needed for public use, and honoring an agreement with the City of Johnson hereby vacates in favor of Johnson Land Holdings, LLC the above describe prescriptive right-of-way and the Mayor and City Clerk are authorized and directed to execute and deliver a Quitclaim Deed transferring all interest of the City in the property to Johnson Land Holdings, LLC.

PASSED AND APPROVED this ____ day of April, 2015.

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

No: None

The Resolution was numbered 40-15.

RESOLUTION NO. 41-15 – APPROPRIATING CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF SPRINGDALE TO DEMOLISH STRUCTURES AT 602 CAUDLE AND 622 PARK AND ASBESTOS ABATEMENT AT 1104 SHILOH

Alderman Evans presented a Resolution appropriating Capital Improvement Funds for the City of Springdale to demolish structures at 602 Caudle and 622 Park that were acquired in preparation of constructing a round-about street intersection and to remove asbestos at 1104 Shiloh.

RESOLUTION NO. ____

A RESOLUTION APPROPRIATING CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF SPRINGDALE

WHEREAS, the City of Springdale acquired a residential structure at 602 Caudle and a commercial structure at 622 Park in preparation of constructing a round-about street intersection, and;

WHEREAS, these building need to be removed to improve the appearance of the neighborhood and the trail system, and;

WHEREAS, the City of Springdale also acquired 1104 Shiloh that in need of asbestos abatement, and;

WHEREAS, the 2015 budget does not have any funds appropriated for this project, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$23,550 of capital improvement funds is hereby appropriated for the asbestos abatement, demolition and removal of the structures located at 602 Caudle and 622 Park and asbestos abatement of the structure at 1104 Shiloh.

PASSED AND APPROVED this ____ day of April, 2015.

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

No: None

The Resolution was numbered 41-15.

RESOLUTION NO. 42-15 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE HYLTON FAMILY TRUST, JIMMY D. HYLTON AND VERA L. HYLTON, CO-TRUSTEES, ARE DEFENDANTS – DON TYSON PARKWAY EXTENSION (HYLTON ROAD TO HABBERTON ROAD PROJECT NO. 12BPS2)

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees, are defendants – Don Tyson Parkway Extension (Hylton Road to Habberton Road Project No. 12BPS2).

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE HYLTON FAMILY TRUST, JIMMY D. HYLTON AND VERA L. HYLTON, CO-TRUSTEES, ARE DEFENDANTS.

WHEREAS, the City of Springdale filed a lawsuit against the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees, to condemn a tract of land for the Don Tyson Parkway Extension – Hylton Road to Habberton Road Project (Project No. 12BPS2);

WHEREAS, the City of Springdale deposited the sum of \$1,425 into the Registry of the Court as estimated just compensation for the Hyltons' property;

WHEREAS, the Hylton Family Trust has extended an offer to settle the condemnation lawsuit for the total sum of \$35,000;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$33,575 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Hylton Family Trust condemnation lawsuit for the total sum of \$35,000.

PASSED AND APPROVED this ____ day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 42-15.

RESOLUTION NO. 43-15 – AUTHORIZING CONTRACT EXECUTION FOR STREET PAVING SERVICES FOR 2015

Public Works Director Sam Goade presented a Resolution authorizing contract execution for street paving services for 2015. APAC-Central Inc. submitted the lowest bid in the amount of \$1,034,504.40.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING CONTRACT EXECUTION FOR STREET PAVING SERVICES FOR 2015

WHEREAS, competitive bids were received on March 26, 2015 a copy of the tabulation of bids received that date are attached, and

WHEREAS, APAC-Central, Inc., submitted the lowest bid in the amount of \$1,034,504.40.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a contract with APAC-Central, Inc., in the amount of \$1,034,504.40.

PASSED AND APPROVED this ____ day of April 2015.

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

No: None

The Resolution was numbered 43-15.

RESOLUTION NO. 44-15 – APPROPRIATING CAPITAL IMPROVEMENT FUNDS
FOR THE CITY OF SPRINGDALE FIRE DEPARTMENT

Assistant Chief Kevin McDonald presented a Resolution appropriating Capital Improvement Funds for the City of Springdale Fire Department to replace the portable radios on all of the emergency apparatus with radios that are digital compliant.

RESOLUTION NO. ____

**A RESOLUTION APPROPRIATING CAPITAL IMPROVEMENT
FUNDS FOR THE CITY OF SPRINGDALE FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department needs to replace the portable radios on all of the emergency apparatus with radios that are digital compliant, and;

WHEREAS, the Fire Chief has estimated the total cost for the needed equipment to be \$44,307, and;

WHEREAS, we also need to obtain 6.25 VNB emissions designation approval along with site approval for relocating radio repeaters that will benefit several City departments at an estimated cost of \$6,000, and;

WHEREAS, the Fire Chief has requested an appropriation from the CIP funds for this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$50,350 of capital improvement funds is hereby appropriated for the purchase of radios and upgrading of the radio system and licenses.

PASSED AND APPROVED this ____ day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 44-15.

RESOLUTION NO. 45-15 – APPROPRIATING CAPITAL IMPROVEMENT FUNDS FOR THE REPAIR AND SEALING OF THE ADMINISTRATION BUILDING PARKING LOT

Wyman Morgan presented a Resolution appropriating Capital Improvement Funds for the repair and sealing of the City Administration Building parking lot.

RESOLUTION NO. ____

A RESOLUTION APPROPRIATING CAPITAL IMPROVEMENT FUNDS FOR THE REPAIR AND SEALING OF THE ADMINISTRATION BUILDING PARKING LOT

WHEREAS, the parking lot around the administration & police building has deteriorated substantially as a result of the last two winters and the heavy daily usage, and;

WHEREAS, we have obtained quotes to repair, seal and restripe the parking lot, and;

WHEREAS, the 2015 budget does not have any funds appropriated for this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$18,500 of capital improvement funds is hereby appropriated for the repair, sealing and restriping of the parking lot around the administration and police building.

PASSED AND APPROVED this ____ day of April, 2015.

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 45-15.

POLICE CHIEF REPORT

Police Chief Kathy O'Kelley said the department has been working a lot of long hours these past few weeks due to the past three incidents of violence that have occurred in the City of Springdale. The Police Department is looking into long-term solutions in

SPRINGDALE CITY COUNCIL
APRIL 14, 2015

stopping gang violence and working with the community members that want to participate in changing their own neighborhoods.

MAYOR'S ANNOUNCEMENTS

Mayor Sprouse announced that Jones Elementary will be holding a neighborhood meeting on Monday, April 20th at 6:00 p.m.

Police Chief O'Kelley said the purpose of the meeting is to form a neighborhood crime watch.

Discussion was held to change the City Council committee meeting from Monday, April 20th, to Tuesday, April 21st at 5:30 p.m.

After more discussion, it was decided to change the Planning Commission work session to Monday night and the City Council committee meeting to Tuesday night.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:28 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 114-56(a) and 114-57(b) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 114-56(a) of the Code of Ordinances of the City of Springdale, Arkansas, provides that commercial vehicles shall not be parked or stored on certain properties in the City of Springdale;

WHEREAS, Chapter 114-57(b) contains the definition of "commercial vehicle", which needs to be update to include "box trucks";

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Sections 114-56(a) and 114-57(b) of the Code of Ordinances of the City of Springdale, Arkansas, be amended to include box trucks within the definition of commercial vehicle.

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

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

(a) *Commercial vehicle.* No commercial vehicle (as defined in section 114-57~~8~~) shall be parked or stored in any residentially zoned district of the city, or in any platted subdivision zoned agricultural on lots less than one acre in size, as shown on the official zoning map, and shall not be parked or stored in the street right-of-way.

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

(b) For purposes of sections 114-56, 114-57, and 114-58, ~~and 114-59~~ the following definitions shall apply:

All-terrain vehicle shall mean every three-wheeled, four-wheeled, or six-wheeled vehicle 75 inches or less in width, equipped with low pressure tires designed primarily for off-road recreational use, and having an engine displacement of no more than 1,000 cubic centimeters. The term "all-terrain vehicle" shall not include any golf cart, riding lawnmower, or lawn or garden tractor.

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

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

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

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

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

Paved shall mean a surface paved or covered with a constructed surface of concrete, asphalt, or similar materials, but excluding debris, to establish a permanent surface for the parking storage, or placement of any boat, recreational vehicle, or utility trailer.

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

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

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

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

Trailer shall mean, but is not limited to, any vehicle designed or utilized for the transportation of a boat, automobile, snowmobile, livestock, cargo or similar items or as living quarters for recreation, camping or travel use as in the case of a travel, tent, camp, popup or 5th wheel trailer, which do not have motive power of its own, but is designed to be drawn by vehicle.

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

Section 2: All other provisions of Chapter 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein 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 effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A PROCEDURE FOR THE SELECTION AND APPOINTMENT TO A BOARD OR COMMISSION IN THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the City of Springdale has various boards and commissions, to which appointments are made pursuant to Arkansas law and/or City ordinance;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the most qualified individuals be selected to serve on City boards and commissions;

WHEREAS, in order to attract well-qualified candidates, it would be beneficial to advertise any openings on City boards and commissions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby requested to advertise, in a local newspaper for two consecutive weeks, and to post on the City of Springdale's website and Facebook page, the open position on any City board or commission, and providing a deadline by which to apply for such opening, and that no appointment to any City board or commission shall be made until such deadline has passed.

PASSED AND APPROVED this ____ day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION ENDORSING CITIZEN INVOLVEMENT PROGRAMS TO PROMOTE SAFE, RESONSIBLE AND ENJOYABLE USE OF THE TRAILS IN SPRINGDALE

WHEREAS, the Springdale Trail System will be greatly enhanced with the opening of the Razorback Greenway and the commitment and continued planning efforts of the Trails Committee will result in an expanded commitment to provide alternative transportation and recreation opportunities in Springdale; and

WHEREAS, in order to promote safe, responsible and enjoyable use of the trails the Trails Committee has recommended two citizen involvement programs, "Adopt-a-Trail Program and Springdale Ambassador Program (copies of which are attached and made a part of this resolution), which will allow groups, corporations; non-profit organizations; neighborhood associations, community service organizations and citizens of Springdale to become involved and take ownership of the trail system as it continues to grow and expand by keeping the trail system clean and safe for all to use and enjoy.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, hereby endorses the Springdale Adopt-a-Trail and Springdale Ambassador Program, and encourages groups, corporations; non-profit organizations; neighborhood associations, community service organizations and citizens of Springdale to become involved and take ownership of the trail system as it continues to grow and expand by keeping the trail system clean and safe for all to use and enjoy.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK
APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



**Adopt-A-Trail Program
Information and Application**

City of Springdale,
Planning Department, Trails Division
201 Spring Street, Springdale, AR 72764
(479)-750-8105 E-mail, Trails@SpringdaleAR.gov
www.SpringdaleAR.gov

ADOPT-A-TRAIL HANDBOOK

Welcome to the City of Springdale's emerging Trail's system! Thank you for your interest in volunteering and we hope you will enjoy being involved in our community.

This Handbook provides information on Springdale's trails and on-street facilities, volunteer opportunities and specific instructions on policies and procedures that pertain to adopting a segment of our trail system.

Introduction

Our Trail system is really taking off with the addition of the Razorback Greenway Trail and a bigger commitment by the entire community to provide alternative transportation and recreational opportunities in Springdale.

The Program:

Purpose

To promote and maintain the Springdale Trails System.

Benefits

Team building opportunities,
Community outreach

Recognition

Community engagement
Signage

Who can volunteer?

We accept Adopt-A-Trail applications from:

- Groups
- Corporations
- Non-Profit Organizations
- Neighborhood Associations
- Community Service Organizations

Springdale's Adopt-A-Trail program does ask that the minimum number in the applicants group be Ten (10), this will allow one group the ability to adopt a segment of a trail; and be successful in assisting the City in its maintenance.

What is Adopt-A-Trail?

Adopt-A-Trail is a Volunteer Program. Program participants are asked to work a minimum of three times per year. The first work session should occur within six months of adopting, followed by two

additional work dates before the year's end. If the adopting group does not work at least once within the first six month period, the City has the option to cancel the agreement.

Signage with your organization name will be installed at or near the trail segment that your group has adopted. The sign will be installed after requirements have been met for one full year and a commitment to continue has been made.

Volunteer Opportunities

- **Best Foot Forward, Cleanup Efforts:** Assist with trail, and creek cleanup, litter removal and cleaning of Trail amenities.
-
- **Preserve and Protect, Environmental Projects:** Volunteers can assist with habitat restoration, preservation projects, or other environmental projects that are incorporated into the trail system.
- **Safety and Security First, Trail Maintenance Efforts:**
-

Scheduling for the Adopt-A-Trail program

Each organization shall designate a representative who will be responsible for scheduling work dates. Work days with groups require 14 day notice. A meeting with the group representative will be scheduled prior to the scheduled work date to review the nature of the work to be performed, required training and to be sure all materials and supplies are available. Once assigned to a program area, volunteers are responsible for working during the times and dates scheduled. To schedule call (479) 750-8105 or e-mail Trails@Springdalear.gov or Shatfield@springdalear.gov, please include **Volunteer** in the subject line.

Record Keeping

So you or your organization can receive the recognition you deserve, it is essential that Springdale Trails maintain a record of the amount of time donated by volunteers. Immediately after a work session volunteers are asked to report via email or voicemail **the date and time they work, the activity, number of volunteers and the number of hours completed each time they work**. This information should be e-mailed, mailed, faxed or phoned in within 24 hours of work date.

Safety and Personal Protective Equipment

Depending on the jobs performed safety equipment such as gloves, glasses, sturdy, closed toed, shoes, earplugs, sun hats, or sunscreen may be appropriate. The Adopt-A-Trail Coordinator will discuss this with volunteers, so you can be as comfortable as possible. Gloves and tools may be provided by the City.

Absences

Volunteers who cannot report for their job assignments should notify the Adopt-A-Trail Coordinator and/or their origination's team leader as soon as possible. **If it is necessary to cancel a groups scheduled day altogether, please notify the Adopt-A-Trail representative so that all staff can be aware.**

Policies

American with Disabilities Act (ADA)

Volunteers who are disabled should bring those needs to the attention of the Adopt-A-Trail Coordinator. The City of Springdale complies with ADA guidelines and will make every effort to accommodate whenever possible.

Dress Code

We want you to be comfortable and wear appropriate clothing for the task assigned; we also ask that our volunteers project a professional image in their attire. The City will provide safety vests that can easily identify each volunteer as part of the Adopt-a-Trail program and be highly visible.

Drug Free Workplace

City of Springdale has a vital interest in maintaining a safe and efficient work environment for volunteers and employees. Use of drugs, being under the influence of alcohol, or being in an impaired condition poses safety and health risks and is prohibited. Violation of this policy will result in the termination of one's status as a volunteer.

Sexual Harassment

No volunteer should experience unwelcome sexual suggestions from any employee or volunteer, any incidents of this nature should be reported immediately to the Adopt-A-Trail Coordinator or City of Springdale Planning Director or staff member for investigation.

Weather

If there is inclement weather you may reschedule your workday with the appropriate Adopt-A-Trail Coordinator or Planning office at (479) 750-8105 to reschedule.

Emergency Procedures

Any volunteer who observes a medical or any other type of emergency should call 911 then contact a staff member.

Grievance Procedures

A volunteer who has a concern about a work-related issue should discuss the issue with the appropriate City Staff Member. Every attempt will be made to resolve a problem informally through the discussion process. However, if a matter remains unresolved, it will be referred to the City of Springdale Planning Department Director for a final resolution.

Trail Adopter Image

As a volunteer you represent Springdale Trails and have an important role to play in enhancing the visitor's perception of Springdale. Volunteers should always be friendly and helpful. If a visitor's question cannot be answered, the visitor should be directed to an appropriate staff member for an answer. If a volunteer observes inappropriate behavior from a visitor, they should report the problem immediately to the City representative.

Thank you for your interest in our community. We look forward to meeting you and appreciate the generous offer of your time and skills.

Mail or Deliver to:
Springdale, Planning Department
Trail Division
201 Spring Street
Springdale, AR 75764

ADOPT - A - TRAIL APPLICATION

Date: _____ Please Print:

Name and/or Organization Name (if applicable)

Primary Contact - Current Year

Street Address

City, _____ State, _____ Zip _____

Phone (____) _____ - _____ Alt number (____) _____ - _____

Occupation _____ E-mail _____

Secondary Contact

Street Address

City, _____ State, _____ Zip _____

Phone (____) _____ - _____ Alt. number (____) _____ - _____

Occupation _____ E-mail _____

Emergency Contact

In the event of an emergency

Contact: Name Relationship Address Emergency Telephone

ADOPT -A -TRAIL APPLICATION

Trail Preference
Preferred area to volunteer

For the purpose of public relations, do you wish to remain anonymous? Yes No

Please list the exact wording, (Name), that you would like on the recognition sign

Please see the enclosed map of the currently available trail segments for adoption and list the trail segment designation for your top three preferred choices.

#1 Trail Segment; _____

#2 Trail Segment; _____

#3 Trail Segment; _____

Briefly explain why your group or organization is interested in volunteering with the City of Springdale and its trail system:

I certify that the information stated on this application is true and correct to the best of my knowledge and belief and is made in good faith. Any false statements made may be used as a rejection of this application.

Signature _____ Date _____

Note: Group work days must be scheduled 14 days in advance

SPRINGDALE TRAIL AMBASSADOR PROGRAM

Goal and Objective – to promote the safe, responsible and enjoyable use of the Springdale Trails System with an emphasis on:

- Informing, assisting, and educating
- Practicing and exemplifying trail etiquette
- Minor trail maintenance and hazard reporting
- Minor mechanical assistance
- Surveying trail users
- Having fun on the trails
- Representing the Trails Task Force

Types of Trail Ambassadors:

All trail ambassadors volunteer to help monitor the trails, pedestrian ways and bikeway and/or provide outreach to the community. Ambassadors generally choose to serve as one or more of the following types:

Maintenance Ambassadors include:

- Regular trail users who report issues that they observe along the trail
- Volunteers who lead potentially large-scale and long-term trail maintenance and operations
- Adopt-a-trail section volunteers who oversee a specific section of trail
- Those with specific skill set to benefit the trails

Program Ambassadors include:

- Volunteer who have a specific passion or skill set for enhancing user experience along the trails
- Volunteers who help implement programs related to the environment, outdoor recreation, transportation needs and or bicycle safety

Outreach Ambassadors include"

- Volunteers who enjoy talking to the community and/or representing the Trails Task Force at meetings and events.
- Volunteers who educated the public about trail usage in general or a specific project or issue.
- Volunteers who may conduct trail-side surveys

An ambassador provides a presence on the trail in a non-enforcement capacity. Most choose to bike the trail, but you can also walk or run!

Ambassadors will provide information to trail users, record and report problems to the trail coordinator and take an active role in promoting the trail.

Ambassadors are to call 911 if needed and are never to take on law enforcement type responsibilities.

Responsibilities:

The responsibilities of Trail Ambassadors are varied and wide ranging but will include;

- Attend at least one of the Trail Ambassador Pre-season Training Programs
- Have available and distribute maps, contact information, and other literature such as volunteer applications or contact information to interested trail users
- Interact with the general public in a professional, courteous manner that reflects well on the program and avoids conflict
- Report problems to the Trail Coordinator in a timely manner
- Complete and submit time sheet for hours volunteered to the local Trail Coordinator
- Provide input to develop and improve the Trail Ambassador Program
- Wear the provided clothing when serving as a Trail Ambassador so that you are clearly identified as an Ambassador

Qualifications – ambassadors must:

- be at least 18 years old
- have a friendly approachable manner when undertaking Ambassador duties
- have the ability to communicate with the general public
- be patient

Time Commitment:

Trail Ambassadors are expected to volunteer for a minimum of 8 hours a month between April and October to maintain their status. There is no upper limit to the number of hours. You may contribute any hours you wish between November and March.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 102-5 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to solid waste, trash, and bulky waste in the City of Springdale, Arkansas; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the placement of trash containers be regulated; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, to amend Chapter 102-5 of the Code of Ordinances of the City of Springdale, Arkansas, to incorporate these needed changes.

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

Section 1: Section 102-5 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 102-5. ~~Accumulation or p~~Placement of containers so as to create public nuisance.

The curbside dates(s) and collection point(s) for trash collection are established by the authorized collectors referred to in Section 102-2, who shall give adequate notice thereof to each owner, occupant, tenant, or lessee. Curbside collection points are established for efficient and economical collection service.

- (a) It shall be unlawful for the owner, occupant, tenant or lessee of any dwelling or place of business to allow solid waste to accumulate on his premises, or to place or cause to be placed the containers therefor in such a manner as to cause an unsightly or unsanitary condition, ~~s in the city~~. ~~If the owner of any dwelling or place of business, after having been given 24 hours' notice in writing by the chief of police, shall refuse or neglect to perform the duties in connection with his property as specified in this chapter, the chief of police is hereby authorized to enter upon the property and have the solid waste removed and the costs shall be charged against the premises. Any person cited shall be guilty of a violation of this chapter and punished as provided by section 1-9.~~
- (b) It shall be unlawful ~~a violation of this section~~ for such owner, occupant, tenant or lessee to place, more than 24 hours before or to allow to remain more than 24 hours after the scheduled collection date, trash or garbage containers at the curbside pickup collection point, except for a showing of just cause. ~~The collection date and curbside collection point shall be established by the authorized agent, or his authorized representative, who shall give adequate notice thereof to each owner, occupant, tenant or lessee.~~
- (c) Except when placed at the curbside collection point, all trash or garbage containers shall be stored in such a manner so as to not be visible from the front of the dwelling, but may be stored on the side of the dwelling, not projecting beyond the front roof line.~~The curbside collection point is~~

~~established only for efficient and economical collection service, and it shall be the duty of each premises' occupant to keep the containers at all times other than as allowed by this section at a location on his premises which is suitable and consistent with the standard set forth in subsection (a) of this section.~~

(d) Penalty for violations. Any person violating any of the provisions of this article shall be subject to a fine as provided by section 1-9 of the Code of Ordinances of the City of Springdale, Arkansas.

Section 2: All other provisions of Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE CHAMBER OF COMMERCE TO PROMOTE BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; TO WAIVE COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that in the past the City of Springdale has worked in conjunction with the Springdale Chamber of Commerce to promote business development and economic growth within the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is an agreement between the City of Springdale and the Springdale Chamber of Commerce, allowing for the Chamber to perform certain services for the City of Springdale as set out in the agreement for the total sum of \$150,000.00 per year, as set out in the Agreement;

WHEREAS, because the Chamber is actively involved in promoting of business development and economic growth within the City of Springdale, Arkansas, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Agreement, which is incorporated herein by reference, with the Springdale Chamber of Commerce, and to pay the sum not to exceed \$150,000.00 per year to the Springdale Chamber of Commerce, as set out in the Agreement, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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 _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of Springdale, Arkansas, hereinafter referred to as "the City", and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "the Chamber";

WITNESSETH:

WHEREAS, the City and the Chamber are desirous of fostering community growth, economic growth, and prosperity within the City of Springdale, Arkansas; and

WHEREAS, the City and the Chamber are desirous of entering into an agreement for the purpose of accomplishing the above stated goal;

WHEREAS, the aforementioned parties are desirous that a partnership be formed by and between themselves as a demonstration of their common interest for economic development; and

WHEREAS, the aforementioned parties are desirous that a partnership agreement be signed by and between themselves as a positive step in building local public-private sector joint-community effort for the growth and prosperity of the City.

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1. The Chamber shall coordinate the City's economic development marketing efforts, and the Chamber further agrees that it shall serve as the economic development marketing arm of the City.
2. The Chamber recognizes the need for cooperative relations with the City, its departments and divisions, and others interested in economic development. Therefore, the Chamber shall designate a responsible party to be recognized as the primary contact for this public-private sector economic development partnership and shall work in cooperation with the representatives of the City, its departments and divisions and the Chamber to accomplish the overall economic development program contemplated by this Agreement.
3. The Chamber agrees that it shall:
 - a. Provide a full-time, professionally qualified senior manager and such staff as required to carry on the functions described in this Agreement. The senior manager and staff will work as needed for specific City economic development projects. The parties agree and acknowledge that the financial incentive offered to the Chamber by the City under this Agreement allows for the funding and maintenance of the above position(s) and support staff, and shall constitute adequate consideration for the professional services contemplated under the terms of this Agreement.

- b. Give such technical advice as may be necessary to effectuate the purposes of this Agreement, and shall advise and counsel the City on areas of potential markets and marketing strategy for industrial and economic development within the City.
- c. Devote substantial time, interests and energies to the performance of the duties undertaken by it pursuant to this Agreement, and to faithfully, diligently and according to its best abilities in all respects, use its utmost endeavors to promote the interests of the City.
- d. Negotiate with business and industrial entities for expansion or retention of factories, industries, retail, commercial, or small businesses and to give other favorable grants and privileges for the purpose of expanding or retaining industries in the City as authorized by the City under this agreement by and through the City's authority under Ark. Code Ann. §14-43-602 and §14-54-107.
- e. Engage such other professionals and agreements for such other services as the Chamber in its discretion shall deem desirable to effectuate the City's economic development program upon approval from the City.
- f. The Chamber agrees to work cooperatively with area cities, counties and the region to promote Northwest Arkansas in economic development efforts that will benefit the City.
- g. Seek, discover and endeavor to attract new and expanding industry, commercial, retail, and small business within the City to create jobs and investment for the benefit of the residents of the City.
- h. Work with existing companies for problem solving, counseling and other services directly related to the expansion or retention of existing industry jobs for the benefit of the City.
- i. Serve as the first point of contact for economic development services.
- j. Work with the Arkansas Economic Development Commission (AEDC) on behalf of the City and provide updates and information from the AEDC on economic development leads and opportunities as well as available grants, loans, funds, tax credits and other incentives from the AEDC.
- k. Identify incentive and rebate opportunities available from the AEDC or other sources, and assist business participation in the AEDC's sales and use tax refund program, leading to the City passing a resolution endorsing such refund.
- l. The Chamber and the City intend for, and estimate that, the amount of the annual contract is approximately equal to the cost of the services provided to or for the benefit of the City by the Chamber. In the event that either the Chamber or the City gives a notice of termination of this agreement pursuant to Section 8 below,

the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual contribution and/or the services provided by the Chamber to equalize such cost and benefit.

- m. All funds provided to the Chamber by the City will be kept separate from all private Chamber contributions, earnings and donations.
 - n. Represent the City as the initial contact for manufacturing, retail, and service industry prospects, bring economic development financial proposals to the City for consideration.
4. Both parties expressly agree:
- a. The Chamber will submit no less than quarterly reports to the Springdale City Council that accurately reflect all performance under this Agreement. The Chamber shall also provide a monthly statement to the City detailing fund balances and expenditures made pursuant to this Agreement. Failure to submit reports as provided for herein may result in termination of this Agreement pursuant to Section 8 below.
 - b. This Agreement does not evidence a partnership or joint venture between the Chamber and the City. The Chamber is a professional services provider to the City in connection with this Agreement. The City has no financial interest in the Chamber. This contract shall not vest the officers, directors and employees of the Chamber with any authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Chamber shall bear its own costs and expenses in pursuit thereof.
 - c. The Chamber shall not discriminate against any employee or person served under this Agreement in accordance with state and federal law.
 - d. The Chamber represents that it shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force pertaining to any and all activities contemplated under this Agreement including any legal limitations placed upon the Chamber as a result of the source of funds received by the Chamber under this Agreement.
5. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Washington County, Arkansas.
6. The parties hereto acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA") Ark. Code Ann. § 25-19-101, *et seq.*

7. The City represents and warrants to the Chamber that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. The Chamber represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for the Chamber has been duly authorized. This agreement shall not be effective until approved by official public action of the Springdale City Council.

8. This Agreement may be terminated immediately:

- a. without cause by either party upon sixty (60) days' written notice;
- b. if the payment is no longer authorized by the City, in which case there shall be no penalty assessed against the city;
- c. by the written mutual agreement of the parties;
- d. in the case of a material breach of the Agreement, immediately upon election of the non-breaching party by mailing to the breaching party by U.S. First Class Mail notice of the termination and citing the provision of the Agreement the breaching party breached.
- e. The payment described in Section 20 shall be prorated based upon the date of termination. Any funds previously paid or not yet paid will be refunded or paid out at a prorated rate of Twelve Thousand Five Hundred Dollars (\$12,500.00) per calendar month for work performed by the Chamber.

9. Without the City's prior written consent, the Chamber's duties under this agreement are not assignable by the Chamber, either in whole or in part.

10. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

11. Entry into this agreement is for economic development purposes only and in no way suggests that the City endorses or agrees with any position taken by the Chamber.

12. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement and, in particular, no employee, vendor, supplier, or other person contracting with the Chamber shall have any right by virtue of this Agreement or otherwise to seek payment or compensation from the City for goods delivered or services rendered to the Chamber.

13. Time is of the essence in regard to the terms and conditions of this Agreement.

14. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

15. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contractual amendment approved by the City Council in advance of the change in scope, cost, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any

breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

16. Any notice required to be given under this Agreement by either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), email, or overnight courier.

17. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

18. It is further agreed by and between the parties that because of the time involved in the detailed planning by all parties to this agreement for the implementation of this partnership agreement, said agreement shall be in full force and effect for a period of two (2) years beginning January 1, 2015 and ending December 31st, 2016, at midnight.

19. It is further agreed by and between the parties that the person serving in the position of Mayor for the City of Springdale shall be and hereby is appointed to serve as an appointed ex-officio member of the Chamber Board of Directors.

20. For the services to be provided by the Chamber under the terms of this agreement, the City shall pay to the Chamber the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) payable in Quarterly Payments of \$37,500.00 beginning on the date of this agreement with adjustment to January 1, 2015.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2015.

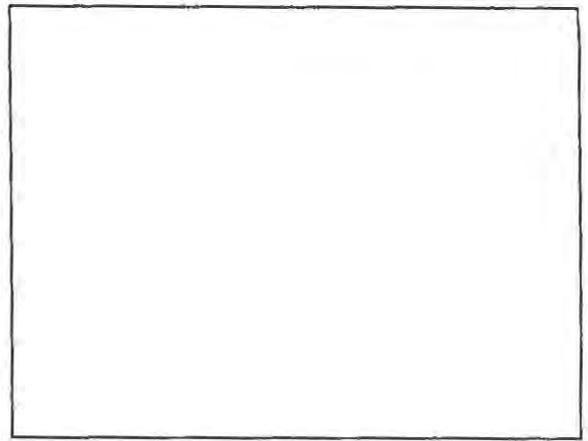
City of Springdale, Arkansas

By: _____
Doug Sprouse, Mayor

By: _____
Denise Pearce, City Clerk

Springdale Chamber of Commerce

By: _____
Perry Webb, President/CEO



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of April 7, 2015 for hearing the matter of a petition of Elm Springs Center, LLC requesting that the following described tract of real estate be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: NW corner of Elm Springs Road and N. 40th Street

Legal Description: Part of the Northeast quarter of the Northeast quarter of Section 33, Township 18 North, Range 30 West, Springdale, Washington County, Arkansas, and being more particularly described as follows:

Commencing at the Southeast corner of said Northeast quarter of the Northeast quarter; thence North 87°04'06" West a distance of 401.25 feet; thence North 03°22'08" East a distance of 51.66 feet; thence north 86°59'36" West a distance of 75.50 feet to a point on the North right-of-way of Elm Springs Road for the point of beginning; thence North along said right-of-way North 86°59'36" West a distance of 24.50 feet; thence continuing along said right-of-way North 86°57'37" West a distance of 160.42 feet; thence leaving said right-of-way North 02°39'26" East a distance of 264.51 feet; thence South 87°05'04" East a distance of 185.00; thence South 02°40'27" West a distance of 264.89 feet to the point of beginning containing 1.12 acres.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning,

recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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 _____, 2015

Doug Sprouse, Mayor

ATTEST:

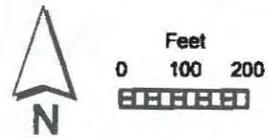
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

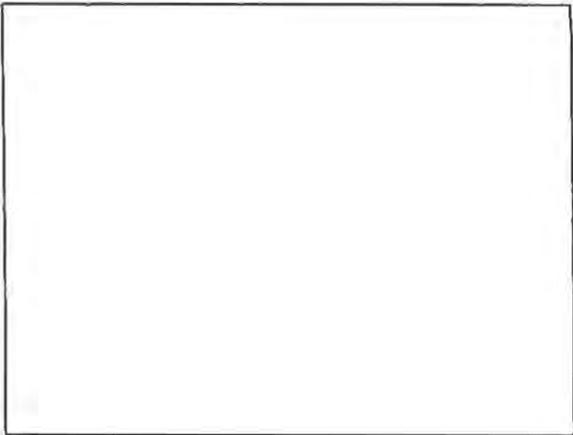


Public hearing sign posted: / /2015
 Public hearing sign posted by: CS
 (S) Public Hearing Sign Location



FILE NUMBER: R15-09
APPLICANT: ELM SPRINGS CENTER, LLC
REZONING REQUEST: FROM C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
3/3/2015



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of April 7, 2015 for hearing the matter of a petition of Randall C. Evans Revocable Trust requesting that the following described tract of real estate be zoned from Medium Density Multi-family Residential District (MF-12) to General Commercial District (C-2).

Layman's Description: 1123 Crutcher

Legal Description: Part of Block 5 of R.L. Hays Subdivision, in part of the NW 1/4 of the SE 1/4 of Section 1, Township 17 North, Range 30 West, Washington County, Arkansas, and described as Beginning at a point 100 feet north of the SW Corner of said Block 5 and running thence North 50 feet; thence East 150 feet; thence South 50 feet; thence West 150 feet to the Place of Beginning.

Less and except; beginning at the NW/C of the previously described track of land thence running East 100', thence South 60', thence West 100', thence North 60' to the point of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Medium Density Multi-family Residential District (MF-12) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Medium Density Multi-family Residential District (MF-12) to General Commercial District (C-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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 _____, 2015

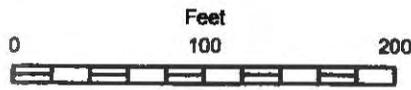
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

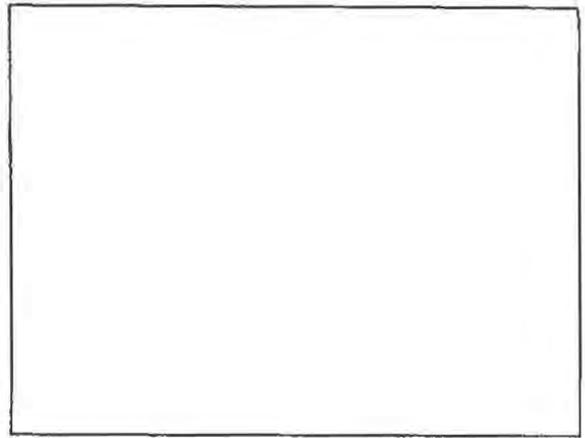
APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NUMBER: R15-10
APPLICANT: RANDY EVANS REVOCABLE TRUST
REZONING REQUEST: MF-12 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
4/7/2015



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of April 7, 2015 for hearing the matter of a petition of Glen Fenter requesting that the following described tract of real estate be zoned from Medium Density Multi-family Residential District (MF-12) to General Commercial District (C-2).

Layman's Description: Vacant lot directly east of 607 James

Legal Description: PT N1/2 SE SE 118.8X208 Ft 8In. . .57 A. further described as : Part of the North half of the Southeast Quarter of the Southeast Quarter of Section one, Township Seventeen North, Range Thirty West, more particularly described as follows, to with Beginning at a point 298.75' East of the Southwest corner of said 20 acre tract parcel, and running thence North 208.75'; thence East 118.75', thence South 208.75', thence West 118.75' to the point of beginning, containing .57 acres.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Medium Density Multi-family Residential District (MF-12) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Medium Density Multi-family Residential District (MF-12) to General Commercial District (C-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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 _____, 2015

Doug Sprouse, Mayor

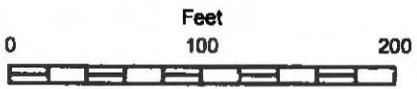
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

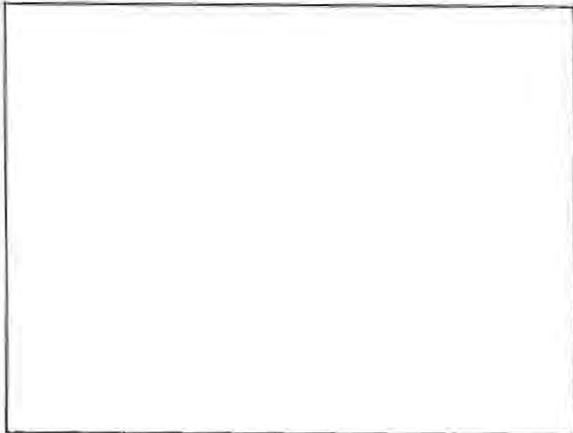
Ernest Cate, City Attorney

Public hearing sign posted: / / 2015
 Public hearing sign posted by: CS
S Public Hearing Sign Location



FILE NUMBER: R15-11
APPLICANT: GLEN FENTER
REZONING REQUEST: MF-12 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
4/7/2015



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) AND LIGHT INDUSTRIAL DISTRICT (I-1) TO DOWNTOWN DISTRICT (C-3) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of April 7, 2015 for hearing the matter of a petition of Storm Brewery, LLC requesting that the following described tract of real estate be zoned from General Commercial District (C-2) and Light Industrial District (I-1) to Downtown District (C-3).

Layman's Description: 321 & 323 E. Emma Avenue

Legal Description: Part of the Lot Numbered Six (6) in Block One (1) in the Brooks Addition to 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, and being more particularly described as follows: Beginning at a point twenty-five (25) feet East of the Northwest corner of said Lot, in the middle of the West brick wall of which is known as the "Turpin Store Building"; thence Easterly with the south line of Emma Avenue, twenty-five (25) feet to the middle of the East brick wall of said store building; thence South, following the middle of said East wall and continuing South One Hundred Eighty (180) feet; thence West Twenty-five (25) feet to a point due South of the beginning corner; thence North One Hundred and Eighty (180) feet or to the place of beginning.

ALSO

Part of Lot Numbered Six (6) in block Numbered One (1) in Brooks Addition 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, and being more particularly described as follows: Beginning at the Northwest corner of said Lot and running thence East Twenty-five (25) feet, or to the middle of the West brick wall of a certain brick store building known as the Turpin Building; thence South

with the middle of said West brick wall, and continuing South a total distance of One Hundred and Eighty (180) feet , or to the south line of said Lot; thence West Twenty-five (25) feet, or to a point due South of the beginning corner; thence North with the West line of said Lot One Hundred and Eighty (180) feet, or to the place of beginning.

ALSO

Lot Numbered Seventeen (17) in Block Numbered One (1) in Brooks Addition to the City of Springdale, Arkansas.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) and Light Industrial District (I-1) to Downtown District (C-3) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From General Commercial District (C-2) and Light Industrial District (I-1) to Downtown District (C-3).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed. .

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 _____, 2015

Doug Sprouse, Mayor

ATTEST:

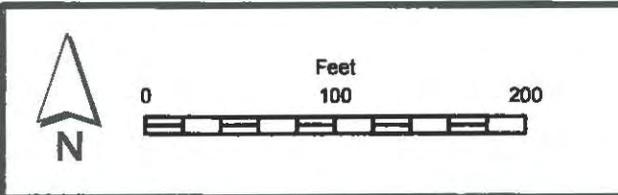
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public hearing sign posted: 1/ /2015
Public hearing sign posted by: CS
Public Hearing Sign Location



FILE NUMBER: R15-12
APPLICANT: STORM BREWERY, LLC.
REZONING REQUEST: C-2 & I-1 TO C-3

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
4/7/2015

RESOLUTION NO. _____

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

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

WHEREAS, the Police Chief has requested that some of these funds be appropriated for replacement of radios;

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

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014217021	Drug Seizure Expenses	60,200	44,000		104,200

PASSED AND APPROVED this 28th day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

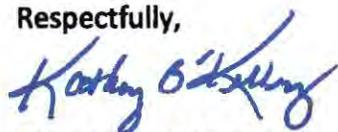
MEMO

Date: 4/20/2015
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: Transfer of money

I am requesting a transfer of \$44,000.00 from Asset Forfeiture #101-0501-331.20-00 to the Police Department budget, account#101-0501-421.70-21 to complete the purchases of new radios.

Please see attached documentation.

Respectfully,



Chief Kathy O'Kelley



SPRINGDALE POLICE DEPARTMENT
ADMINISTRATIVE DIVISION

201 N. Spring Street, Springdale, AR 72764 Phone: 479-756-8200

Date: 20 April 2015
To: Chief O'Kelley
Subject: PD Radio Infrastructure Project

Chief O'Kelley,

I was very recently informed of the current rebate we are receiving on the purchase of Kenwood portable and mobile radios will be expiring at the end of April. This rebate will save us \$4380.00 on the remaining radio purchases needed to complete our digital transition project.

I request that we move forward with ordering the remaining radios needed immediately to utilize the rebate available to us. I have attached the price quote for the needed radios and breakdown of the rebates and trade in allowances.

Respectfully,

A handwritten signature in blue ink that reads "Robert Bersi".

Captain Robert Bersi
Administrative Division

Smith Two-Way Radio Inc.
 520 North College Avenue
 Fayetteville, Ar. 72701
 Total Communications Solutions

**Motorola-Kenwood
 Sales and Service**

Terry A. Griffin-Sales Manager
 479-530-5313
 Email: smith2wayr@aol.com

INVOICE NO. Quote
 DATE April 20, 2015

BILL TO: Springdale Police Dept

Attn: Cpt. Bersi

This is WSCA Contract Pricing

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Terry						

QTY	ITEM #	Description	UNIT PRICE	DISCOUNT	LINE TOTAL
58.00	NX-300G	Kenwood Nexedge Radio Pkg.	\$ 681.10		\$ 39,503.80
20.00	NX-820G	Kenwood Mobile Radio	537.50		10,750.00
58.00	"Go digital"	Instand End User Rebate	(60.00)		(3,480.00)
20.00	"Go digital"	Instant End User Rebate	(45.00)		(900.00)
58.00		Portable Radio Trade In	(25.00)		(1,450.00)
20.00		Mobile Trade In	(50.00)		(1,000.00)
		TOTAL DISCOUNT			

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
 (Describe any conditions pertaining to these prices and any additional terms of the agreement.
 You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

SUBTOTAL	\$ 43,423.80
SALES TAX	9.75%
TOTAL	\$ 47,657.62

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONTRACT FOR ENGINEERING SERVICES FOR THE
STUDY OF HUNTSVILLE ROAD**

WHEREAS, the existing Huntsville Road pavement is exhibiting signs of subgrade/pavement failure in several areas,

WHEREAS, a geotechnical evaluation is needed to determine the cause of the failure and requires engineering design consulting services, and,

WHEREAS, USI Consulting Engineers, Inc., has submitted a contract for engineering consulting services in the amount of \$55,000, a copy of which is attached to this resolution, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with USI Consulting Engineers, Inc., for design services for the study of Huntsville Road in the amount of \$55,000.

PASSED AND APPROVED this ____ day of April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
HUNTSVILLE ROAD RECONSTRUCTION STUDY

USI PROJECT NO. 1509026.00

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the CITY OF SPRINGDALE, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, USI CONSULTING ENGINEERS, INC., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvement within the City of Springdale, hereinafter referred to as PROJECT:

The Project shall consist of roadway surface and subsurface reconstruction to West Huntsville Avenue from Hwy. 71B to Elm Springs Road (at the I49 off ramp).

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and the ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

ARTICLE I
GENERAL

Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

- 1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.

1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

ENGINEER: USI CONSULTING ENGINEERS, INC
4847 Kaylee Avenue
Springdale, AR 72762

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.

Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

**ARTICLE II
SCOPE OF SERVICES**

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec. 2.1. The ENGINEER shall consult with the CITY to define and clarify the CITY's requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec. 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

**ARTICLE III
ADDITIONAL SERVICES**

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

**ARTICLE IV
RELATIONSHIP OF THE PARTIES**

Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER's profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the CITY shall not be responsible for discovering deficiencies therein. The ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in the CITY-furnished information.

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.

**ARTICLE VI
INSURANCE**

Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days' notice of any modification or cancellation of coverage.

Sec. 6.1. Workers' Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - \$100,000 Per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

- Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of the CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by the CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.
- Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

**ARTICLE IX
USE OF DOCUMENTS**

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER.
- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

**ARTICLE X
OPINIONS OF PROBABLE COST**

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Construction Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify the CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or

“transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER’s activities under this AGREEMENT.

ARTICLE XII TERMINATION

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
 - 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:
- 12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and
 - 12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.
- Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.
- Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

**ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES**

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for the Study and Report.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

USI CONSULTING ENGINEERS, INC.

By: _____

By: _____

Title

Title

Attest

Attest

Title

Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
HUNTSVILLE ROAD RECONSTRUCTION STUDY
USI PROJECT NO. 1509026.00

1. Scope of Project

- a. The Project shall consist of the evaluation of the existing roadway surface and subsurface for West Huntsville Avenue from Hwy. 71B to Elm Springs Road (at the I49 off ramp).
- b. The existing pavement sections are failing in many locations exhibiting varying degrees of rutting, alligator cracking, and pothole formation. Previous soil and pavement subgrade investigations on a portion of the project area indicated the existing pavement section varies significantly. Much of the subgrade is moisture sensitive providing poor subgrade support.
- c. Additional geotechnical investigations including subsurface borings and soil testing will be performed to further identify existing surface and subsurface properties and engineering characteristics within the project area.
- d. The existing roadway pavement sections and subgrade shall be evaluated to determine the necessary repairs, overlays and/or reconstruction options to be completed.

2. Geotechnical Investigation

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of pavement sections and subgrade structure by boring. The sample bores shall be traffic lanes where pavement rutting and failures are occurring and generally representative of pavement sections in the localized area. Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between

subgrade and 5 to 8 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform the CITY of suspected hazardous substances encountered.

- d. Review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- e. Analyze the data, develop recommendations for pavement reconstruction and or overlay designs, and prepare a geotechnical report for the Project.
- f. Provide analysis and recommendations for traffic loadings and pavement thickness design. Pavement design shall include evaluation for an alternative concrete pavement section.

3. Study and Report

- a. The existing roadway pavement sections and subgrade shall be evaluated to determine the necessary repairs, overlays and/or reconstruction options to be constructed.
- b. Results of the studies shall be presented in a report along with recommendations, options, and estimated costs for reconstruction and/or repair of pavement sections. Study recommendations will include typical reconstruction /repair sections and a phased project proposal.
- c. Recommendations for reconstruction and/or repair of pavement sections shall be presented to the CITY at a scheduled Street Committee meeting

4. Project Deliverables

- a. Two copies of the Geotechnical Report.
- b. Two copies of the report (and an electronic copy in pdf format) setting out the results of the evaluation and recommendations for pavement reconstruction / repair sections with a phased project proposal.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

HUNTSVILLE ROAD RECONSTRUCTION PROJECT

USI PROJECT NO. 1509026.00

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

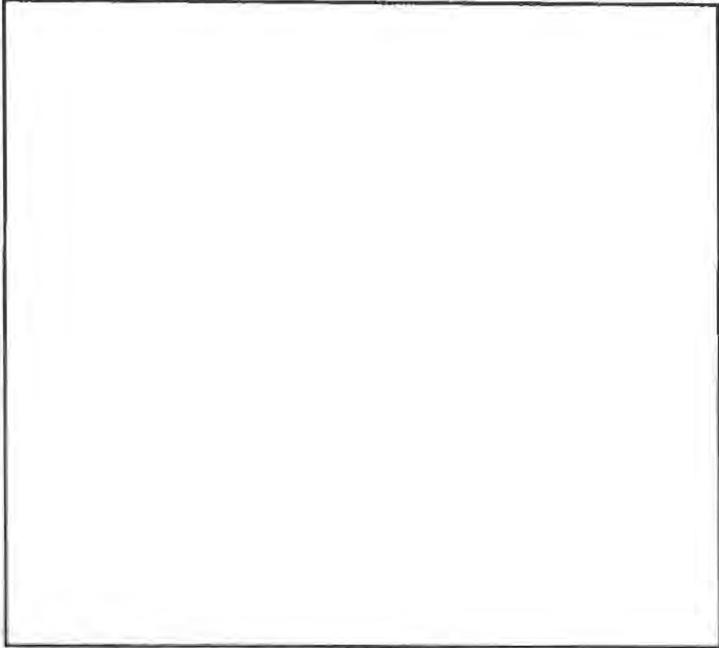
- Geotechnical Investigation 60 calendar days from Notice to Proceed

- Pavement Evaluation and Report 90 calendar days from completion of Geotechnical Report

ATTACHMENT "C"
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
HUNTSVILLE ROAD RECONSTRUCTION STUDY
USI PROJECT NO. 1509026.00

In accordance with Article III, Additional Services under this AGREEMENT, the ENGINEER will provide other services not specifically set out under the SCOPE OF SERVICES, if required, and as directed by the CITY and mutually agreed to by the ENGINEER.

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: Hamid Moznabi
LEGAL DESCRIPTION: Lot Numbered Thirteen (13), Block Two (2), Garden Center Place, an Addition to the City of Springdale, Arkansas, as per plat of said Addition on file in the office of the Circuit Clerk & Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 1600 Juniper Circle
Springdale, Arkansas
PARCEL NO.: 815-21998-000

PROPERTY OWNER: Enrique Martinez-Araujo
LEGAL DESCRIPTION: A part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Twelve (12), Township Seventeen (17) North, Range Thirty (30) West of the 5th P.M. in Washington County, Arkansas, being more particularly described as follows: from the Southwest corner of the NE 1/4 of SW 1/4 of said Section 12, run South 0 degrees 00 minutes 14 seconds West 89.97 feet to a found axel, the point of beginning; thence North 89 degrees 40 minutes 49 seconds East 199.44 feet to a found axel; thence South 0 degrees 38 minutes 48 seconds East 151.28 feet to a found iron pin; thence South 89 degrees 40 minutes 49 seconds West 199.44 feet to a found iron pin on the centerline of Turner Street; thence along said centerline North 0 degrees 38 minutes 48 seconds West 151.28 feet to the point of beginning, containing 0.69 acres, more or less.
LAYMAN'S DESCRIPTION: 3203 S. Turner St.
Springdale, Arkansas
PARCEL NO.: 815-29325-001

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:

\$288.48 clean-up costs and \$27.96 administrative costs – 1600 Juniper Circle
\$976.85 clean-up costs and \$21.48 administrative costs – 3203 S. Turner St.

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:

\$316.44, plus 10% for collection – 1600 Juniper Circle (Parcel #815-21998-000)
\$998.33, plus 10% for collection – 3203 S. Turner St. (Parcel #815-29325-001)

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 April, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

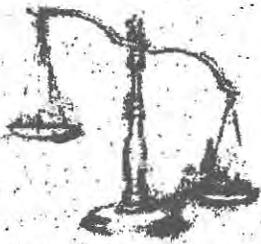
APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) HARRY MOZNAF</p> <p>C. Date of Delivery 3-31-15</p>
<p>1. Article Addressed to:</p> <p>Hamid Moznabi P.O. Box 1028 Rogers, AR 72757</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8221 3516</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Roger Dellinger</p> <p>C. Date of Delivery 3-14</p>
<p>1. Article Addressed to:</p> <p>Roger Lynn Dellinger Trustee of the Roger Lynn Dellinger Revocable Trust 305 Emerald Point Dr. Springdale, AR 72764</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <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) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8221 3509</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

March 11, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hamid Moznabi
P.O. Box 1028
Rogers, AR 72757

Roger Lynn Dellinger
Trustee of the Roger Lynn Dellinger Revocable Trust
305 Emerald Point Dr.
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 1600 Juniper Circle,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
21998-000

Dear Property Owner/Lienholder:

On November 14, 2014, notice was posted on property located at 1600 Juniper
Circle, Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-57, 42-77 and 42-78 and needed to be remedied within seven (7)
days. Notice was mailed to the owner of record on November 24, 2014, 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 January 14, 2015. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$288.48. 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 \$6.48 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

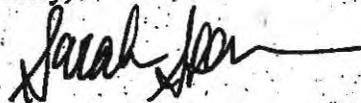
This is to notify you that in the event this amount is not paid to the City of Springdale on or before April 28, 2015, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, April 28, 2015, 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 \$567.43, which includes \$288.48 for cleaning up the property and \$12.96 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 Hamid Moznabi at the address above. Delivery of this letter by the U.S. Postal Service shall warrant service on the Hamid Moznabi should the certified letters 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, January 14, 2015 10:12:44 AM (646 CITY ABATEMENT)

User Name 646 CITY ABATEMENT
User # 4797993582
Form Started 1/14/2015 10:12:44 AM
Property Address 1600 juniper circle
Before Picture Attached Data



Type of Abatement Violation Notice / Lien
Date of Abatement Wednesday, January 14, 2015 10:12:00 AM
Officer on Site Mike Sidney
Supervisor on Job Mike Hicklin
Employee
Employee Mike Hicklin
MH Benefit Rate \$41.48
Method of Compliance
1 Method of Compliance Junk and Trash Removal from Curb
Equipment Used
Equipment 6031 Service Truck-Landscaping
6031 Service Truck-Landscaping \$35.00
Time of Abatement in Hours 1
Number of Temporary Laborers 1
Temporary Labor Cost \$12.00
Employee Cost per hour \$41.48

Total Employee Cost	\$41.48
Equipment Cost per hour	\$35.00
Total Equipment Cost	\$35.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$288.48
Final Photos	Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Micaela Martin</i></p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>3/14/15</u></p>
<p>1. Article Addressed to:</p> <p style="padding-left: 40px;">Enrique Martinez-Araujo 413 Hatfield Ln. Springdale, AR 72764</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>
	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p style="text-align: center; font-size: 1.2em;">7011 1570 0000 8221 3523</p>
<p>PS Form 3811, July 2013</p>	<p>Domestic Return Receipt</p>



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedrest
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

March 11, 2015

Enrique Martinez-Araujo
413 Hatfield Ln.
Springdale, AR 72764

Secretary of Housing & Urban Development
451 7th Street, S.W.
Washington, DC 20410

Michaelson, Conner & Boul
440 Will Rogers Parkway, Suite 300
Oklahoma City, OK 73108

Nationstar Mortgage, LLC
350 Highland Dr.
Lewisville, TX 75067

Mackie, Wolf, Zientz & Mann, P.C.
124 W. Capitol Ave., Suite 1560
Little Rock, AR 72201
(MWZM No.: 13-000292-951

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

REGULAR MAIL

RE: Notice of clean-up lien on property located at 3203 Turner St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
29325-001

Dear Property Owner/Lienholders:

On July 14, 2014, notice was posted on property located at 3203 Turner St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on July 14, 2014, 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. The owner on or about July 14, 2014
(Nationstar Mortgage) received this letter on July 18, 2014.

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 August 8, 2014 and August 11, 2014. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$976.85. I have enclosed copies of invoices evidencing the 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 \$6.11 per letter and a filing fee in the amount of \$15.00 to the County Circuit Court.

The original hearing before Springdale City Council was to have been held November 25, 2014; however, this property was transferred to the Secretary of Housing & Urban Development on November 5, 2014, which was prior to the hearing. I have enclosed a copy of this deed for your reference. Upon learning of the transfer of property, our office mailed a letter setting a new hearing date for March 10, 2015, and as I was preparing the Ordinance, I learned the property had been transferred to you.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before April 28, 2015, 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, April 28, 2015, 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 \$983.33, which includes \$976.85 for cleaning up the property and \$6.48 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.

With all that being said, I am mindful that the events leading up to the City having to expend \$976.85 to clean up this property did not involve the current owner, nor was the current owner responsible for the property at that time. However, I am obligated to try and recover the taxpayer's funds that were expended to clean up this property.

I would be happy to discuss this matter with you at your convenience, and to provide you with any documentation you may need to prove that the previous owner was fully aware of all this prior to transferring this property.

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

Cindy Horlick

From: noreply@cometracker.com
Sent: Monday, August 11, 2014 11:04 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nationstar Mortgage City Abatement Bill 3203 Turner Street

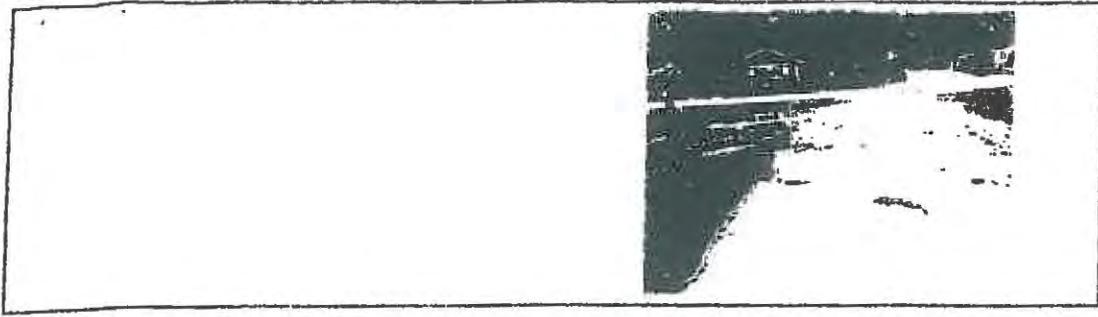


City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/766-7712

CITY ABATEMENT - Monday, August 11, 2014 11:02:03 AM (CODE ENFORCEMENT 3)

Property Address	3203 Turner Street
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nationstar Mortgage
Date of Abatement	Monday, August 11, 2014 11:02:00 AM
Officer on Site	Brandon Stein
Supervisor on Job	Terry Anderson
Employee	
Employee	Mark Thompson, Rod Dorsey
MA Benefit Rate	\$21.66
RD Benefit Rate	\$20.23
Method of Compliance	
1 Method of Compliance	Junk and Trash Removal from Curb
Equipment Used	
Equipment	660/652 New Bulky Waste Truck
660 New Bulky Waste Truck	\$200.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$41.89
Total Employee Cost	\$41.89
Equipment Cost per hour	\$200.00
Total Equipment Cost	\$200.00
Mobilization Fee	\$0.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$241.89
Final Photos	Attached Data



File# 2014-00028561

INSTRUMENT PREPARED BY:
MACKIE WOLF ZIENTZ & MANN, P.C.
124 W. CAPITOL AVENUE, SUITE 1560
LITTLE ROCK, AR 72201
(501) 218-8111
MWZM NO.: 13-000292-951

RECORDING LEGEND
PLEASE RECORD IN THE APPROPRIATE
REAL ESTATE RECORDS
GRANTOR(S)
NATIONSTAR MORTGAGE, LLC
GRANTEE(S)
THE SECRETARY OF HOUSING AND
URBAN DEVELOPMENT

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT Nationstar Mortgage LLC, ("Grantor") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, his Successors and Assigns, hereinafter referred to as "Grantee" whose address is C/O MICHAELSON, CONNER & BOUL, 4400 WILL ROGERS PARKWAY, SUITE 300, OKLAHOMA CITY, OK 73108 and its successors and assigns, all that certain parcel of land in the County of Washington, State of Arkansas, described as follows, to wit:

EXHIBIT "A"

A PART OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH RANGE THIRTY (30) WEST OF THE 5TH P. M. IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE NE ¼ OF SAID SECTION 12, RUN SOUTH 0 DEGREES 00 MINUTES 14 SECONDS WEST 89.97 FEET TO A FOUND AXEL, THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS EAST 199.44 FEET TO A FOUND AXEL; THENCE SOUTH 0 DEGREES 38 MINUTES 48 SECONDS EAST 151.28 FEET TO A FOUND IRON PIN; THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST 199.44 FEET TO A FOUND IRON PIN ON THE CENTERLINE OF TURNER STREET; THENCE ALONG SAID CENTERLINE NORTH 0 DEGREES 38 MINUTES 48 SECONDS WEST 151.28 FEET TO THE POINT OF BEGINNING CONTAINING 0.69 ACRES, MORE OR LESS.

more commonly known as 3203 Turner Street, Springdale, AR 72764.

GRANTOR also assigns and transfers to Grantee herein all Grantor's claims and notes representing the indebtedness heretofore secured by liens on the property hereinabove described and which liens were heretofore foreclosed.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the tenements, hereditaments, rights and appurtenances thereto in anyway belonging, unto the said Grantee herein, its successors and assigns forever; and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the Grantee herein, its successors and assigns, against every person lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

EXECUTED this 1 day of July, 2014.

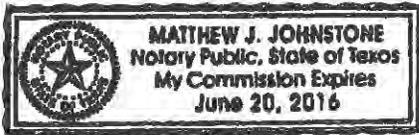
NATIONSTAR MORTGAGE LLC

By: [Signature] 7/1/14
Name: Evie Nguyen
Title: Assistant Secretary

STATE OF Texas §
COUNTY OF Denton §

On this 1 day of July, 2014, before me, Matthew J. Johnstone, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Evie Nguyen (being the person authorized by said corporation, to execute such instrument, stating his/her capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he/she was the Assistant Secretary of the NATIONSTAR MORTGAGE LLC, a company, and was duly authorized in his/her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1 day of July, 2014.



[Signature] Matthew J. Johnstone
Notary Public, State of Texas



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

DL 000 01000 0005

Affidavit of Compliance



File Number: 13-000292-951

Grantee: THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT C/O
Mailing Address: MICHAELSON, CONNER, & BOUL
 4400 WILL ROGERS PARKWAY STE 300
 OKLAHOMA CITY OK 731080000

Grantor: NATIONSTAR MORTGAGE, LLC
Mailing Address: 350 HIGHLAND DRIVE
 LEWISVILLE TX 750670000

Washington County, AR
 I certify this instrument was filed on
 11/5/2014 9:16:17 AM
 and recorded in REAL ESTATE

Property Purchase Price: \$0.00
Tax Amount: \$0.00

File# 2014-00028561
 Kyle Sylvester - Circuit Clerk

County: WASHINGTON
Date Issued: 11/04/2014
Affidavit ID: 1248444416

The grantee/grantor claims the following exemption to the Real Estate Transfer Tax:

An instrument conveying a home financed by the Federal Housing Administration, the United States Department of Veterans Affairs, or the United States Department of Agriculture Rural Development, if the sale price of the home is sixty thousand dollars (\$60,000) or less and the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Lindsay Webb, Mackie W.F. Wertz & Mann, PC

Grantee or Agent Name (signature): Lindsay Webb Date: 11/4/14

Address: 14160 Dallas Drwy, # 900

City/State/Zip: Dallas, TX 75254

File# 2015-00002575

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that, the Secretary of Housing and Urban Development of Washington, D.C. or its successors, acting by and through the Federal Commission, GRANTOR/Party of the First Part, in consideration of the sum of Dollars (\$0.00), and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto ENRIQUE MARTINEZ ARAUJO, A MARRIED PERSON, GRANTEE(S)/Parties of the Second Part, the following described land located in the county of WASHINGTON, State of ARKANSAS, to wit:

GC
LTC 15-044220-500

A part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Twelve (12), Township Seventeen (17) North, Range Thirty (30) West of the 5th P.M. in Washington County, Arkansas, being more particularly described as follows: from the Southwest corner of the NE ¼ of SW ¼ of said Section 12, run South 0 degrees 00 minutes 14 seconds West 89.97 feet to a found axel, the point of beginning; thence North 89 degrees 40 minutes 49 seconds East 199.44 feet to a found axel; thence South 0 degrees 38 minutes 48 seconds East 151.28 feet to a found iron pin; thence South 89 degrees 40 minutes 49 seconds West 199.44 feet to a found iron pin on the centerline of turner street; thence along said centerline North 0 degrees 38 minutes 48 seconds West 151.28 feet to the point of beginning, containing 0.69 acres, more or less.

Being, the same property acquired by the Party of the First Part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C.3531 et seq.).

To have and to hold the above described property together with all and singular rights and appurtenances thereunto in any way belonging, unto the said heirs and assigns forever.

Subject to and Affected by, however, all easements, covenants, restrictions, reservations, conditions and rights appearing of record: and Subject to any state of facts which an accurate survey would show. .

Grantor hereby binds himself/herself, his/her successor and assigns, to warrant and forever defend, with the exceptions stated above, all and singular, the said property unto said purchaser(s) HIS, heirs and assigns, against every person whom so ever lawfully claiming or to claim the same, or any part thereof, by through, or under Grantor, but not otherwise..

THIS SPECIAL WARRANTY DEED IS NOT TO BE IN EFFECT UNTIL: January 20, 2015

IN WITNESS WHEREOF, the undersigned has set his/her hand as a principal and/or officer of PEMCO Limited (Asset Manager) for and on behalf of the Secretary of Housing and Urban Development, under the Redlegation of Authority published at 77 Fed. Reg. 37252, Page 37258 (June 20, 2012.)

Witnesses:

Vandetta Rays
Toda Williams

Secretary of Housing and Urban Development

By: Pemco, Ltd as Asset Manager DC-OPC-23644 (seal)

For HUD by _____

ACKNOWLEDGMENT

State of Colorado
County of Arapahoe §

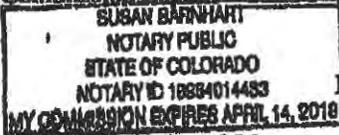
On this 28 day of January 2014, before me, Susan Barnhart a Notary Public, duly commissioned, qualified and acting Notary Public within and for said County and State, appeared in person, the within named Crystal Montoya being the person authorized and the duly appointed delegate for and on behalf of the Secretary of Housing and Urban Development, to executed such instrument, stating their respective capacities in that behalf, to me personally well known, who stated that he/she was the duly appointed delegate of the Secretary of Housing and Urban Development and was duly authorized in his/her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of said the Secretary of Housing and Urban Development, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of January 2014.

My Commission Expires:

4-24-18

Susan Barnhart
Notary Public



Seal

Notary Public

DOCUMENTARY TAX STATEMENT

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

Signed:

Enrique Martinez Aranda

Grantee:

ENRIQUE MARTINEZ ARANDA

Address:

413 HATFIELD LN. SPRINGDALE, AR 72764

Washington County, AR
I certify this instrument was filed on
2/2/2015 8:37:40 AM
and recorded in REAL ESTATE

File# 2015-00002575
Kyle Sylvester - Circuit Clerk

[Signature]