

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

2016 Budget Work Session will be held in the Multi-Purpose Room at 5:30PM

- Monday, November 16th, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available on Friday, Nov. 13th, 2015.

SPRINGDALE CITY COUNCIL REGULAR MEETING TUESDAY, November 10th, 2015

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **JIM REED**

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. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes
 - a) October 27th, 2015 (3-20)
6. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....9; 10a-b; 14a-b; 16* (Motion must be approved by two-thirds (2/3) of the council members).
7. **A Resolution**: making appointments to the Springdale Library Board, presented by Marcia Ransom, Springdale Public Library Director. (21-22)
8. **A Resolution**: making a reappointment to the Public Facilities Board, presented by: Wyman Morgan, Director of Finance & Administration. (23-24)
9. **An Ordinance**: authorizing contract execution for storm drain pipeline replacement and associated repairs and to waive competitive bidding, presented by: Sam Goade, Director of Public Works. (25-50)
10. Ordinance Committee Report and Recommendations by Chairman Mike Overton:
 - A. **An Ordinance**: amending Article 6, Section 3.5(9)(g) of the Zoning Ordinance of the City of Springdale, Arkansas and for other purposes. Committee recommended approval. (51-52)
 - B. **An Ordinance**: amending Chapter 114 of the Code of Ordinances, pertaining to pedestrians. Committee recommended approval. (53-54)
11. Finance Committee Report and Recommendations by Chairman Eric Ford:

A Resolution: amending the 2015 budget for the Springdale Police Department. Committee recommended approval.(55-57)

12. Personnel Committee Report and Recommendations by Chairperson Kathy Jaycox:
A Resolution: amending the Personnel and Procedures Manual for the City of Springdale (Tobacco and Alcohol Policy). Committee recommended approval. (57-59)
13. Health, Sanitation & Property Maintenance Committee Report and Recommendations by Chairman Jim Reed:
A Resolution: authorizing participation in cooperative regional efforts to evaluate and to report, the potential cost savings and environmental benefits that may be available to NWA through the formation of a multi-jurisdictional water quality compliance association and other nutrient water quality trading programs. Committee recommended approval. (60-67)
14. Parks & Recreation Committee Report and Recommendations by Chairman Mike Lawson:
 - A. **An Ordinance:** amending Chapter 78 of the Code of Ordinances, pertaining to Trail Code. Committee recommended approval. (68-69)
 - B. **An Ordinance:** amending Chapter 114 of the Code of Ordinances, pertaining to Bicycles Committee recommended approval (70-73)
15. Police & Fire Committee Report and Recommendations by Chairman Rick Culver:
A Resolution authorizing the Fire Chief and Mayor to order a new ambulance. Committee recommended approval. (74-75)
16. **An Ordinance:** authorizing a Clean-up Lien; Washington County. 405 Crestwood St., 800 Faye St., James Avenue., 1903 Powell St., 2403 Sycamore Pl., 1615 Theodore Dr., 1430 Tolleson Loop., 1566 Tolleson Loop., and 300 Wright, presented by: Ernest Cate, City Attorney. (76-169)
17. Comments from Department Heads.
18. Comments from Council Members.
19. Comments from City Attorney.
20. Comments from Mayor Sprouse.
22. Adjournment.

SPRINGDALE CITY COUNCIL
OCTOBER 27, 2015

The City Council of the City of Springdale met in regular session on October 27, 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 (Absent)
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Mike Peters	Interim Police Chief
Mike Irwin	Fire Chief
Sam Goade	Public Works Director
Allyn Lord	Shiloh Museum Director
Mike Chamlee	Buildings Director
Brad Baldwin	Engineering Director
Bill Mock	Parks and Recreation Director

REPORT ON ECONOMIC DEVELOPMENT

Scott Edmondson, Director of Business Development with the Springdale Chamber of Commerce, gave a report on economic development in the City of Springdale. (Report on file in City Clerk's Office)

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the October 13, 2015 City Council meeting be approved as presented. Alderman Evans made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman 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, Culver, Watson, Overton, Ford

No: None

RESOLUTION NO. 108-15 – MAKING APPOINTMENTS TO THE SHILOH
MUSEUM BOARD OF TRUSTEES

Shiloh Museum Director Allyn Lord presented a Resolution making appointments to the Shiloh Museum Board of Trustees.

RESOLUTION NO. ____

**A RESOLUTION MAKING APPOINTMENTS TO THE SHILOH
MUSEUM BOARD OF TRUSTEES FOR THE CITY OF
SPRINGDALE**

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the appointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby appointed to the Shiloh Museum Board of Trustees with the terms indicated:

<u>Name</u>	<u>Serving</u>	<u>Term</u>
Jovi Champaphanith	1 st year – 1 st Term	1/1/16 to 12/16
Sally Walker	1 st year – 1 st Term	1/1/16 to 12/16
Rubicely Hernandez	1 st year – 2 nd Term	1/1/16 to 12/17
Kathryn Birkhead	1 st year – 3 rd Term	1/1/16 to 12/18
Barbara McPhee	1 st year – 3 rd Term	1/1/16 to 12/18
Clifton Ruddick	1 st year – 3 rd Term	1/1/16 to 12/18

PASSED AND APPROVED this ____ day of October, 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: Evans, Reed, Culver, Watson, Overton, Ford, Lawson

No: None

The Resolution was numbered 108-15.

RESOLUTION NO. 109-15 – AUTHORIZING THE DESTRUCTION OF OLD ACCOUNTING RECORDS

Wyman Morgan presented a Resolution authorizing the destruction of old accounting records in the City Clerk's Office. (List on file in City Clerk's Office)

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD ACCOUNTING RECORDS

WHEREAS, there is presently a shortage of storage space to maintain old records, and

WHEREAS, the storage of a large amount of paper accounting records could present a fire hazard, and

WHEREAS, the City Clerk/Treasurer has identified old accounting records to be destroyed, and

WHEREAS, Arkansas Code Ann. § 14-59-114 provides for the destruction of old accounting records with the permission of the City Council,

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

Section 1. The Mayor is hereby authorized to arrange for the destruction, by shredding, of the accounting records indicated on the attached affidavit, in accordance with Arkansas Code Ann. § 14-59-114.

PASSED AND APPROVED this ____ day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 109-15.

RESOLUTION NO. 110-15 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROPERTY TRANSFER AGREEMENT FOR DEVELOPMENT OF A PUBLIC CONSERVATION EDUCATION FACILITY WITH OUTDOOR NATURE AND RECREATION AREAS (NORTHWEST ARKANSAS EDUCATION CENTER)

Alderman Rick Evans presented a Resolution authorizing the Mayor and City Clerk to enter into a property transfer agreement for development of a public conservation education facility with outdoor nature and recreation areas on approximately 62 acres (Northwest Arkansas Education Center).

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROPERTY TRANSFER AGREEMENT FOR DEVELOPMENT OF A PUBLIC CONSERVATION EDUCATION FACILITY WITH OUTDOOR NATURE AND RECREATION AREAS

WHEREAS, the City has engaged in development of a comprehensive master plan that calls for the development of public educational facilities, parks, and outdoor nature and recreation areas to serve families, strengthen the community, and benefit the citizens of the City of Springdale, Arkansas;

WHEREAS, certain City properties are appropriate for the location of a public conservation education facility with outdoor nature and recreation areas, and the construction, operation, and maintenance of such a facility is anticipated by City planning and is desirable;

WHEREAS, the Arkansas Game and Fish Commission has expressed an interest in developing a Northwest Arkansas Education Center within the boundaries of Springdale that could be managed by the Arkansas Game and Fish Commission as a public conservation education facility along with an optional regional office;

WHEREAS, the Northwest Arkansas Education Center will be located on the "Razorback Gateway Trails" segment which is a 2.2 mile concrete path that acts as a spur off the Razorback Greenway connecting the recently opened mountain bike trail west of the Lake Springdale Trailhead to an second mountain bike trail to be constructed on a wooded and mountainous tract of land that is anticipated will accommodate seven miles of soft surfaces trails;

WHEREAS, the Arkansas Game and Fish Commission wishes to obtain from the City of Springdale the property needed for the development of its Northwest Arkansas Education Center, and in exchange for the City conveying ownership of the property, the Arkansas Game and Fish Commission will commit to fully constructing and operating a conservation education facility with outdoor nature and recreation areas that will be open to the general public and will provide the City of Springdale and surrounding vicinity certain public advantages, including increased quality of life through educational and recreational opportunities and additional tourism and economic stimulus;

WHEREAS, the Arkansas Game and Fish Commission and the City wish to enter into the Agreement attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the agreement, attached as Exhibit "A" hereto, with the Arkansas Game and Fish Commission, for the purposes of conveying ownership of City property described therein to the Arkansas Game and Fish Commission for the development of a public conservation education facility with outdoor nature and recreation areas.

PASSED AND APPROVED this ____ day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 110-15.

RESOLUTION NO. 111-15 – AMENDING THE 2015 BUDGET OF THE CITY OF
SPRINGDALE POLICE DEPARTMENT (PURCHASE OF NEW VEHICLES AND
RELATED EQUIPMENT)

Alderman Ford presented a Resolution amending the 2015 Budget of the City of Springdale Police Department for the purchase of two new vehicles and related equipment.

RESOLUTION NO. ____

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

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

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

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

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

PASSED AND APPROVED this ____ day of October, 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: Watson, Overton, Ford, Lawson, Evans, Reed, Culver

No: None

The Resolution was numbered 111-15.

**RESOLUTION NO. 112-15 – APPROPRIATING CAPITAL IMPROVEMENT FUNDS
FOR THE DESIGN ENGINEERING ON SOUTH 56TH STREET**

Alderman Rick Evans presented a Resolution appropriating capital improvement funds for the design engineering on South 56th Street.

RESOLUTION NO. ____

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

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

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

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

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

PASSED AND APPROVED this ____ day of October, 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: Overton, Ford, Lawson, Evans, Reed, Culver, Watson

No: None

The Resolution was numbered 112-15.

RESOLUTION NO. 113-15 – SETTING A HEARING DATE ON A PETITION BY
POULTRY GROWERS, INC. TO VACATE A PORTION OF EAST MEADOW
AVENUE

Alderman Rick Evans presented a Resolution setting a hearing date for November 24, 2015 on a petition by Poultry Growers, Inc. to vacate a portion of East Meadow Avenue.

RESOLUTION NO. ____

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

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

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

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

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

PASSED AND APPROVED this ____ day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 113-15.

PROPOSED ORDINANCE ORDERING THE RAZING AND REMOVAL OF A RESIDENTIAL STRUCTURE LOCATED AT 3984 POWELL STREET

Alderman Jim Reed presented a proposed ordinance ordering the razing and removal of a residential structure located at 3984 Powell Street. The owners are Jack C. and Dorothy M. Smith.

Chief Building Inspector Tom Evers posted notice that the structure was unsafe and could not be occupied until the property had been repaired.

Dorothy and Terry Smith were present at the meeting. They were requesting another six months to get the house up to code. The property was being used as rental property and was left in major need of repair.

After discussion, Alderman Ford made the motion to table the ordinance for six months. Alderman Lawson made the second.

Alderman Watson said he feels like six months is too long. He recommended three months.

Alderman Ford amended his motion to table the ordinance for three months. Alderman Lawson made the second.

The vote:

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

No: None

Terry Smith said he will be pulling a building permit this week.

ORDINANCE NO. 4968 – ANNEXING CERTAIN REAL PROPERTY OWNED BY FIRST SECURITY BANK LOCATED IN TONTITOWN, ARKANSAS, TO THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT TO ARKANSAS CODE ANNOTATED §14-40-2002 (ACT 779 OF 1999) AND MAKING A COMMITMENT TO PROVIDE MUNICIPAL SERVICES TO SAID PROPERTY AS REQUIRED BY ARKANSAS CODE ANNOTATED §14-40-2002 (ACT 779 OF 1999)

City Attorney Ernest Cate presented an Ordinance annexing property owned by First Security Bank located in Tontitown, Arkansas, to the City of Springdale, Arkansas, pursuant to Arkansas Code Annotated §14-40-2002 (Act 779 of 1999) and making a commitment to provide municipal services to said property as required by Arkansas Code Annotated §14-40-2002 (Act 779 of 1999). This property is located on the southwest corner of Highway 412 and Jones Road. There is a total of 58.4 acres.

Attorney Cate explained this property actually ended up in a lawsuit between First Security Bank and the City of Tontitown. The Judge ruled that Tontitown did not make the required commitment to provide the services which leaves them free to annex into Springdale.

First Security Bank is seeking additional municipal services, namely adequate fire protection services to the property, adequate police protection services to the property, ambulance services to the property, water and sewer services to the back 22.90 acre residentially zoned portion, and construction of a public road thereby permitting access to the back 22.90 acre residentially zoned portion of the property.

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

The vote:

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

No: None

The Ordinance was numbered 4968.

ORDINANCE NO. 4969 – ACCEPTING A STREET DEDICATION TO THE CITY OF SPRINGDALE, ARKASNAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance accepting a tract of land from First Security Bank for use as a public street. This street would be an extension of Jones Road south of State Highway 412.

Alderman Overton asked if this street was up to city standards.

Public Works Director Sam Goade said he didn't know anything about this so he has no knowledge of the stability of the street.

Alderman Overton said if we accept this street, he would like to have a Bill of Assurance from First Security Bank for three years guaranteeing they would bring this street up to city street standards and also install sidewalks on both sides of the street.

Mayor Sprouse feels like there are benefits with the annexation and the City of Springdale having this street and the future connection to the south. If this hadn't been annexed into Springdale, then we would be looking at building the full road on the Springdale side to Watkins Avenue.

Attorney Cate said accepting this street falls within one of the requirements of the City of Springdale providing municipal services.

After considerable discussion, Alderman Overton moved the Ordinance "Do Pass" with a three year Bill of Assurance from First Security Bank to bring this street up to city standards as directed by the Public Works Director and also a Bill of Assurance that they will build sidewalks on both sides of the street within three years. Alderman Lawson made the second.

The vote:

Yes: Overton, Lawson

No: Reed, Culver, Watson, Ford, Evans

Motion failed.

Alderman Reed moved the Ordinance "Do Pass". Alderman Evans made the second.

The vote:

Yes: Culver, Watson, Ford, Evans, Reed

No: Overton, Lawson

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

The vote:

Yes: Evans, Reed

No: Watson, Overton, Ford, Lawson, Culver

Emergency Clause failed.

The Ordinance was numbered 4969.

RESOLUTION NO. 114-15 – AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM JAMES R. SKELTON AND BRENDA L. SKELTON

Mayor Sprouse presented a Resolution authorizing the Mayor and City Clerk of the City of Springdale to accept a gift of land from James R. Skelton and Brenda L. Skelton for property located east of Lake Springdale, on Pump Station Road that will run along the Razorback Greenway.

RESOLUTION NO. ____

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

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

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SW 1/4 OF THE SW 1/4; THENCE SOUTH 89 DEGREES 50'05" EAST 321.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 51'16" WEST 308.18 FEET; THENCE NORTH 81 DEGREES 12'20" EAST 446.63 FEET; THENCE NORTH 77 DEGREES 35'24" EAST 180.41 FEET; THENCE SOUTH 04 DEGREES 56'55" EAST 213.36 FEET; THENCE SOUTH 40 DEGREES 19'24" WEST 94.18 FEET; THENCE SOUTH 78 DEGREES 10'34" WEST 114.88 FEET; THENCE SOUTH 09 DEGREES 49'11" EAST 96.63 FEET; THENCE NORTH 89 DEGREES 50'05" WEST 389.72 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT OF WAY OF PUMP STATION ROAD THAT RUNS THROUGH THE PROPERTY.

LESS AND EXCEPT:

SPRINGDALE CITY COUNCIL
OCTOBER 27, 2015

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 710.72 FEET, AND NORTH 09 DEGREES 49 MINUTES 11 SECONDS WEST 96.63 FEET, AND NORTH 78 DEGREES 09 MINUTES 41 SECONDS EAST 30.02 FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND RUNNING THENCE NORTH 09 DEGREES 53 MINUTES 24 SECONDS WEST 267.97 ALONG THE EAST RIGHT-OF-WAY OF PUMP STATION ROAD, THENCE LEAVING SAID RIGHT-OF-WAY NORTH 77 DEGREES 35 MINUTES 24 SECONDS EAST 175.42 TO A FOUND IRON PIN, THENCE SOUTH 04 DEGREES 56 MINUTES 29 SECONDS EAST 213.41 TO A FOUND IRON PIN, THENCE SOUTH 40 DEGREES 19 MINUTES 34 SECONDS WEST 94.06 TO A FOUND IRON PIN, THENCE SOUTH 78 DEGREES 09 MINUTES 41 SECONDS WEST 84.60 TO THE POINT OF BEGINNING, AND BEING SHOWN AS TRACT B AND PLAT RECORD 3005 AT PAGE 721. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

And as shown on the attached Exhibit "A"

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

PASSED AND APPROVED this ____ day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 114-15.

RESOLUTION NO. 115-15 – EXPRESSING SUPPORT FOR THE DEVELOPMENT OF AN ACCESS MANAGEMENT POLICY FOR THE HIGHWAY 265 (RANDALL WOBBE TO HIGHWAY 264) PROJECT JOB NO. 012007

Planning Director Patsy Christie presented a Resolution expressing support for the development of an access management policy for the Highway 265 (Randall Wobbe to Highway 265) Project Job No. 012007.

RESOLUTION NO. ____

A RESOLUTION EXPRESSING SUPPORT FOR THE DEVELOPMENT OF AN ACCESS MANAGEMENT POLICY FOR THE HIGHWAY 265 (RANDALL WOBBE TO HIGHWAY 264) PROJECT JOB NO. 012007

WHEREAS, Highway 265 is an important north-south principal arterial through Springdale and Northwest Arkansas; and

WHEREAS, the City of Springdale recognizes that access management is an effective tool to maintain the safe and efficient operation of roadways, by preserving the ability to carry traffic, and desires that the plans for Highway 265 incorporate access management into the design of the facility.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby requests that the Mayor and staff work with AHTD in developing an access management policy for the Highway 265 (Randall Wobbe to Highway 264) Project, Job No. 012007.

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 114-15.

ORDINANCE NO. 4970 – REZONING 1.14 ACRES OWNED BY EILEEN ZAROWSKY LOCATED AT 307 N. 48TH STREET, FROM A-1 TO C-5, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 1.14 acres owned by Eileen Zarowsky located at 307 N. 48th Street, from A-1 to C-5, and declaring an emergency.

Planning Commission recommended approval at their October 6, 2015 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4970.

ORDINANCE NO. 4971 – REZONING 4.64 ACRES OWNED BY BLUE RIBBON PROPERTIES LLC LOCATED AT 4149 N. THOMPSON STREET, FROM C-2 TO C-5, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 4.64 acres owned by Blue Ribbon Properties LLC located at 4149 N. Thompson Street, from C-2 to C-5, and declaring an emergency.

Planning Commission recommended approval at their October 6, 2015 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4971.

ORDINANCE NO. 4972 – REZONING .92 ACRES OWNED BY SMITCO EATERIES INC. LOCATED AT 909 S. THOMPSON STREET, FROM C-2 TO C-5, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .92 acres owned by SmitCo Eateries Inc. located at 909 S. Thompson Street, from C-2 to C-5, and declaring an emergency.

Planning Commission recommended approval at their October 6, 2015 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4972.

ORDINANCE NO. 4973 – REZONING 5.04 ACRES OWNED BY KENNETH AND ROSALIE DUNK LOCATED AT 3448 WAGON WHEEL ROAD, FROM A-1 TO C-2, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 5.04 acres owned by Kenneth and Rosalie Dunk located at 3448 Wagon Wheel Road, from A-1 to C-2, and declaring an emergency.

Planning Commission recommended approval at their October 6, 2015 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4973.

RESOLUTION NO. 116-15 – APPROVING A CONDITIONAL USE APPEAL BY ROBERT KRIZAN FOR A TANDEM LOT SPLIT AT 3358 NORTH 48TH STREET

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Robert Krizan for a tandem lot split in an A-1 zone for a tandem lot split.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE AT 3358 NORTH 48TH STREET AS SET FORTH IN ORDINANCE NO. 4030

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

WHEREAS, the Planning Commission held a public hearing on October 6, 2015, on a request by Robert Krizan for a Tandem Lot Split in an Agricultural District (A-1).

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 Robert

Krizan for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – No conditions for a tandem lot split.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Robert Krizan for a tandem lot split in an Agricultural District (A-1) with the following conditions – no conditions for a tandem lot split.

PASSED AND APPROVED THIS ____ **day of October, 2015.**

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 116-15.

RESOLUTION NO. 117-15 – APPROVING A CONDITIONAL USE APPEAL BY KARL AND TERRI RALSTON FOR A USE UNIT 28 (HOME OCCUPATION) AT 5115 HARBER AVENUE

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Karl and Terri Ralston for a Use Unit 28 (Home Occupation) at 5115 Har-Ber Avenue. They plan to operate a sewing business.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE AT 5115 HAR-BER 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 October 6, 2015, on a request by Karl and Terri Ralston for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1).

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 Karl and Terri Ralston for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1) with the following conditions – No conditions were made.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Karl and Terri Ralston for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1) with the following conditions – No conditions were make.

PASSED AND APPROVED THIS ____ day of October, 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 Overton made the second.

The vote:

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

No: None

The Resolution was numbered 117-15.

RESOLUTION NO. 118-15 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO BARRY BRANT IN CONNECTION WITH A SINGLE FAMILY DWELLING AT 5962 WEST COUNTY LINE ROAD

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Barry Brant in connection with a single family dwelling at 5962 West County Line Road.

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

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

Alderman Reed moved the Resolution be adopted with Option 1. Alderman Evans made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO BARRY BRANT IN CONNECTION WITH A SINGLE FAMILY DWELLING AT 5962 WEST COUNTY LINE ROAD

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to 5962 West County Line Road including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Barry Brant and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to 5962 West County Line Road including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Barry Brant.

PASSED AND APPROVED THIS ____ day of October, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 118-15.

ORDINANCE NO. 4974 – 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, ARKANSAS (WASHINGTON COUNTY, ARKANSAS)

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

662 Chateau Ave. (#815-35189-000)
704 Geneva St. (#815-28878-000)
1603 Jean St. (#815-26240-000)
511 Mt. View Ave. (#815-26162-000)

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

The vote:

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

SPRINGDALE CITY COUNCIL
OCTOBER 27, 2015

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4974.

ORDINANCE NO. 4975 – 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, BENTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 1236 Sunrise Avenue in the City of Springdale, Benton County, Arkansas.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4975.

PROPOSED 2016 BUDGET

Wyman Morgan reported the proposed 2016 Budget will be sent to City Council at the end of this week.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:15 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO
THE SPRINGDALE LIBRARY BOARD**

WHEREAS, currently we have a vacancy on the Springdale Library Board,
and

WHEREAS, Arkansas Code 13-2-502, provides for appointments to the
Library Board by the Mayor with the approval of the City Council, and

WHEREAS, Jo Vanderspikken has indicated a desire and willingness to
serve on the Library Board of the City of Springdale; and

WHEREAS, upon the recommendation of the Library Board of the City of
Springdale, the Mayor recommends Jo Vanderspikken be appointed to fill
the vacant position with a term expiring on December 31, 2018;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS** that Jo
Vanderspikken is hereby appointed to the Springdale Library Board with a
term expiring on December 31, 2018.

PASSED AND APPROVED this 10th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: JO VANDERSPIKKEN <jvanders@sdale.org>
Sent: Thursday, October 15, 2015 8:17 AM
To: dsprouse@springdalear.gov
Cc: KAREN FARRIS; Marcia Ransom
Subject: Marcia Ransom's Recommendation Re: Library Board

Mr. Sprouse,

Marcia Ransom/Laura Speer recently contacted me about possibly serving on an open position on the Springdale library board. I partnered with Springdale Library Laura Speer to receive a \$30,000 education/library federal grant) for Springdale's four middle-school financial literacy mini-conferences entitled, "Springdale Gets Smart." Laura Speer and I already completed financial literacy programs at Sonora Middle School, Helen Tyson, and Hellstern during the last two years according to the stipulations of the grant.

I'll ask Karen Farris to send a copy of the upcoming event we have planned for JO Kelly for your perusal. I also collaborated with Laura Speer on the district first grade field trips to the library.

I would be happy to serve in this capacity if you still need someone and think it is a good match. Marcia asked me to send a quick note to you of my willingness to serve. Thanks for all you do, kind sir. You are such an asset to our district and our community. Jo Vanderspikken

RESOLUTION NO. _____

**A RESOLUTION MAKING A REAPPOINTMENT
TO THE PUBLIC FACILITIES BOARD
OF THE CITY OF SPRINGDALE**

WHEREAS, the term of Blake Hanby, who currently holds Seat #1 on the Public Facilities Board will expire on January 31, 2016, and

WHEREAS, A.C.A. 14-137-108 provide that appointments for these positions will be nominated by a majority of the board and appointed by the mayor subject to approval of the City Council, and

WHEREAS, the Public Facilities Board has recommended the reappointment of Blake Hanby to Seat #1 with a term expiring on January 31, 2021,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Blake Hanby is hereby reappointed as a board member to Seat #1 of the Public Facilities Board with a term expiring on January 31, 2021.

PASSED AND APPROVED this 24th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Springdale Public Facilities Board

P.O. Box 166
Springdale, AR 72765

October 29, 2015

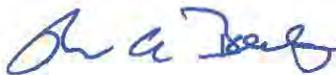
Mayor Doug Sprouse
201 N. Spring Street
Springdale, AR 72764

Mayor Sprouse,

Effective January 31, 2016, the term of Blake Hanby on the Springdale Public Facilities Board will expire. State law requires that the Board submit names to recommend for your consideration. On behalf of the Public Facilities Board, I request that you consider reappointing Mr. Blake Hanby to the Board. Mr. Hanby has indicated that he would continue to serve, if appointed.

During his term, Mr. Hanby has proven extremely capable of serving the interests of our community on this important Board. Thank you for your consideration on this matter.

Sincerely,



Rex Bailey, Secretary
Public Facilities Board

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CONTRACT EXECUTION FOR STORM DRAIN PIPELINE REPLACEMENT AND ASSOCIATED REPAIRS; TO WAIVE COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, a defective storm drain pipeline located nearby Wilkinson Lane and as shown on Exhibit A attached is in need of replacement;

WHEREAS, a quote to replace the storm drain and complete the associated repairs has been submitted by Necessary Construction Company in the amount of \$91,403.50 as shown in Exhibit B attached;

WHEREAS, Necessary Construction Company and the City of Springdale entered into a contract for storm drain structure repairs on Wilkinson Lane by resolution of the City Council dated September 8, 2015;

WHEREAS, Necessary Construction Company is scheduled to complete the work on the Wilkinson Lane storm drain structure repairs which is in close proximity to the storm drain pipeline replacement project as shown on Exhibit A attached;

WHEREAS, Necessary Construction Company will have construction equipment and personnel in the immediate vicinity on Wilkinson Lane and it is reasonable and prudent that replacement of the defective storm drain pipeline be completed in conjunction with the current project under contract with Necessary Construction Company;

WHEREAS, it has come to the attention of the City Council that it is in the best interest of the City of Springdale to complete the two (2) aforementioned storm drain projects in conjunction using the same contractor.

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

Section 1. Due to the immediate need for replacement of a defective storm drain pipeline competitive bidding is not feasible or practical for the reasons herein stated and is hereby waived for the contract price not to exceed \$91,403.50. The Mayor and City Clerk are hereby authorized to execute a contract with Necessary Construction Company, Inc. (N.E.C.) in the amount of \$91,403.50; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible.

Section2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 10th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Exhibit A



- NOTES**
1. Check New EX-0418 to PROP. DR. - IC to be in accordance with 2008 Drainage Pipe "This is Whiskey" Book from PROP. DR. - IC to EX-04-02 as per in accordance with Storm Drainage Pipe "This is Whiskey" See Section 201 of Standard Specifications for Street and Drainage Construction
 2. Check to be verified in order to verify and verify notes for addresses and other to come later
 3. Contractor to check and verify of existing manholes and manholes adjacent to lot and adjacent to the site
 4. Contractor to verify existing manholes, existing manholes

PAVEMENT REMAIN
 4-in. Deep AC/ASPH/100 70 & 7000
 7 1/2-in. Deep AC/ASPH/100 70 & 7000

1/2 in. Formwork - Constructed on
 Gypsum (GCE) (GCE) (GCE) of Station
 Property Boundary to Outside the Property
 Boundary. TCE to Top - Side of the
 Boundary and Accidents of Property
 Boundary to Outside the Property
 Boundary.

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			

USI Consulting Engineers
 Springdale, Arkansas

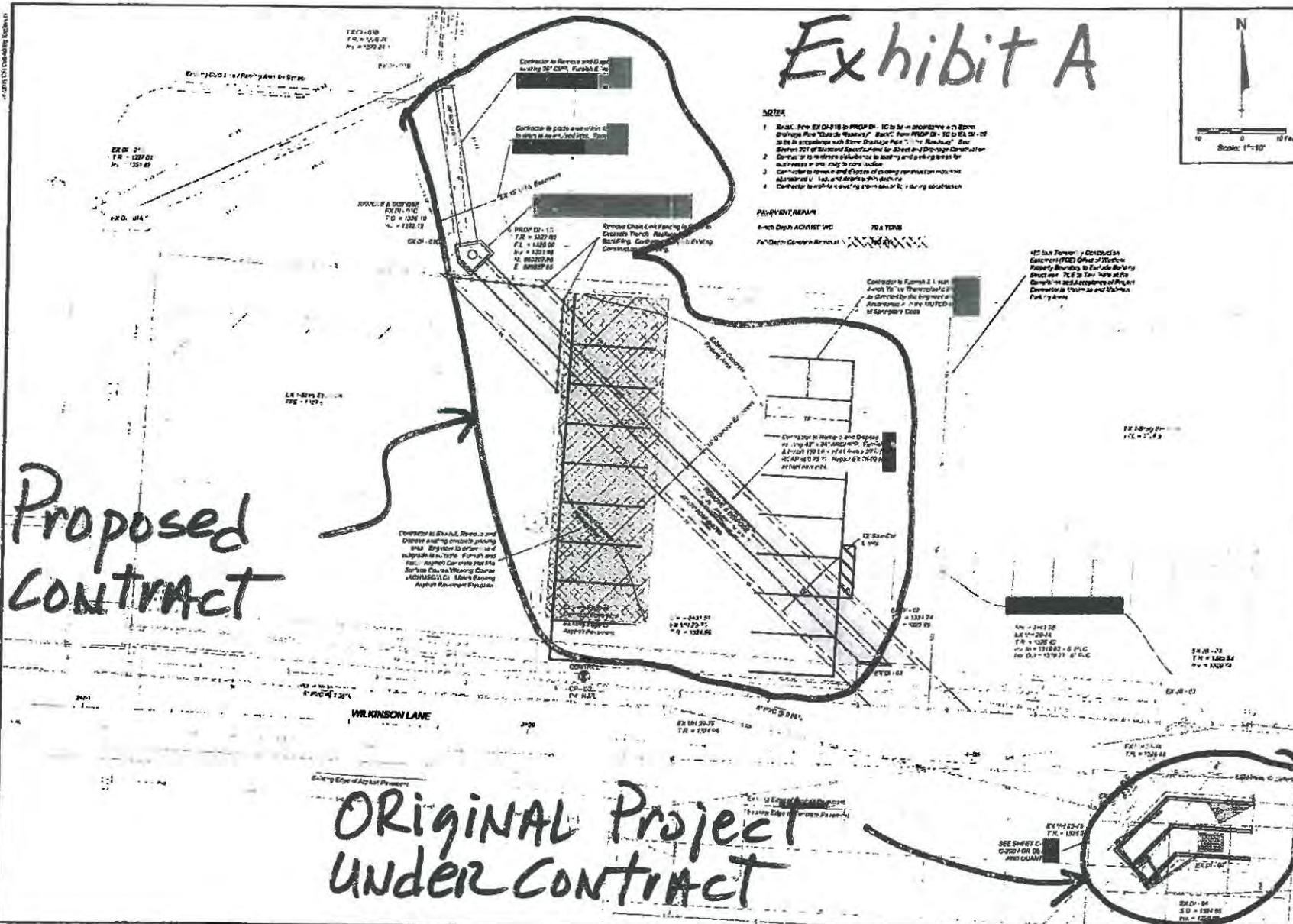
**WILKINSON LANE
 DRAINAGE STRUCTURE REPAIR
 SPRINGDALE, ARKANSAS**

CHANGE ORDER NO. 1



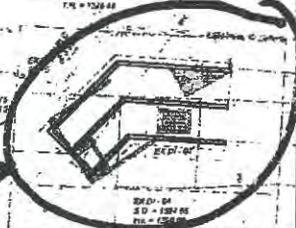
800-452-8506
 Arkansas One-Call
 www.usi-engineers.com

DATE	DRAWN
JUNE 2013	ESP
DESIGNED	CHECKED
TKC	TKC
SCALE	1"=10'
USI PROJECT NO.	140043 06
SHEET	C-103



Proposed Contract

ORIGINAL Project Under Contract



ITEM NO.	SPEC SECTION	QTY	UNIT	ITEM DESCRIPTION & UNIT BID PRICE (written in words)	UNIT BID PRICE (figures)	TOTAL AMOUNT
1	112	1	LS	Trench and Excavation Safety Systems complete in place One dollars & Fifty cents per LUMP SUM.	\$1.50	\$1.50
2	201	1	LS	Clearing and Grubbing complete in place Nine Thousand Two Hundred Forty Six dollars & Zero cents per LUMP SUM.	\$9,246.00	\$9,246.00
3	303 & 601 & 602	30	CY	Reinforced Concrete for Cast-In-Place Box Culverts complete in place One Thousand One Hundred Ninety Two dollars & Zero cents per CUBIC YARD.	\$1,192.00	\$35,760.00
4	401	80	TON	Full-Depth ABC Class 7 Backfill complete in place Seventy Four dollars & Zero cents per TON.	\$74.00	\$5,920.00
5	402	65	SY	Prime Coat complete in place Six dollars & Fifty cents per SQUARE YARD.	\$6.50	\$422.50
6	403	15	TON	Asphalt Concrete Hot Mix Surface Course/Wearing Course (ACHMSC/WC), complete in place Three Hundred Seventy Seven dollars & Zero cents per TON.	\$377.00	\$5,655.00
7	507	125	LF	4" Striping (Thermoplastic) complete in place Six dollars & Fifty cents per LINEAR FOOT.	\$6.50	\$812.50
8	509	1	LS	Erosion Control & Stormwater Pollution Prevention complete in place Seven Hundred Seventy Nine dollars & Fifty cents per LUMP SUM.	\$779.50	\$779.50
9	510	1	LS	Traffic Control and Maintenance complete in place Ten Thousand Seven Hundred Ninety Four dollars & Zero cents per LUMP SUM.	\$10,794.00	\$10,794.00
10	511	1	LS	Mobilization (Not to Exceed 5% of the Total Contract Amount excluding Mobilization), complete in place Three Thousand Three Hundred Eighty Eight dollars & Zero cents per LUMP SUM.	\$3,388.00	\$3,388.00

Exhibit ⁴⁻³ B

ITEM NO.	SPEC SECTION	QTY	UNIT	ITEM DESCRIPTION & UNIT BID PRICE (written in words)	UNIT BID PRICE (figures)	TOTAL AMOUNT
11	601	85	SY	Concrete Pavement complete in place Seventy One dollars & Fifty cents per SQUARE YARD.	\$71.50	\$6,077.50
CURRENT CONTRACT						
CHANGE ORDER NO. 1						
12	201	1	LS	Clearing and Grubbing complete in place Eleven Thousand Six Hundred Forty dollars & Zero cents per LUMP SUM.	\$11,640.00	\$11,640.00
13	301	37.5	LF	36" (R.C. Pipe, Class III) Outside Roadway complete in place One Hundred Forty Seven dollars & zero cents per LINEAR FOOT.	\$96.00	\$3,600.00
14	301	132	LF	44" x 27" (R.C. Arch Pipe, Class III) Within Roadway complete in place One Hundred Five dollars & Fifty cents per LINEAR FOOT	\$119.50	\$15,774.00
15	302	1	EA	5' Dia. Drop Inlet (Type C) With Raised Lid complete in place Five Thousand Thirty Eight dollars & Zero cents per EACH	\$5,038.00	\$5,038.00
16	302	2	EA	Connection to Existing Storm Sewer Structures complete in place Three Thousand Seven Hundred Fourteen dollars & Zero cents per EACH	\$3,714.00	\$7,428.00
17	401	250	TON	Full-Depth ABC Class 7 Backfill complete in place Thirty Eight dollars & Fifty cents per TON.	\$38.50	\$9,625.00
18	402	320	SY	Prime Coat complete in place Six dollars & Fifty cents per SQUARE YARD.	\$6.50	\$2,080.00
19	403	70	TON	Asphalt Concrete Hot Mix Surface Course/Wearing Course (ACHMSC/WC), complete in place Three Hundred Eighty Four dollars & Fifty cents per TON.	\$384.50	\$26,915.00
20	507	675	LF	4" Striping (Reflectorized Paint) complete in place One dollars & Zero cents per LINEAR FOOT.	\$1.00	\$675.00

ITEM NO.	SPEC SECTION	QTY	UNIT	ITEM DESCRIPTION & UNIT BID PRICE (written in words)	UNIT BID PRICE (figures)	TOTAL AMOUNT
21	509	1	LS	Erosion Control & Stormwater Pollution Prevention complete in place One Thousand Six Hundred Eighty dollars & Zero cents per LUMP SUM.	\$1,680.00	\$1,680.00
22	510	1	LS	Traffic Control and Maintenance complete in place Five Thousand Five Hundred Ninety Six dollars & Zero cents per LUMP SUM.	\$5,596.00	\$5,596.00
23	511	1	LS	Mobilization (Not to Exceed 5% of the Change Order No. 1 Amount excluding Mobilization), complete in place Two Thousand One Hundred Sixty Five dollars & Zero cents per LUMP SUM.	\$2,165.00	\$2,165.00
na	507	125	LF	Delete Bid Item No. 7 - 4" Striping (Thermoplastic) complete in place Six dollars & Fifty cents per LINEAR FOOT	\$6.50	-\$812.50
TOTAL CHANGE ORDER NO. 1						\$91,403.50
TOTAL BID WITH CHANGE ORDER NO. 1						\$170,260.00

Proposed Contract

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
WILKINSON LANE STORM DRAIN PIPELINE REPLACEMENT
CITY OF SPRINGDALE PROJECT NO. _____
USI PROJECT NO. 1609002

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between CITY OF SPRINGDALE, 201 Spring Street, 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:

Construct the necessary improvements to replace a defective storm drain pipeline extending off of an existing drain on Wilkinson Lane located approximately 200 feet west of Thompson Avenue as further defined in Attachment "A".

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

The CITY and 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 CITY to define and clarify 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.
- Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".
- Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

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 CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in 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.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice

thereof to the ENGINEER.

- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

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.

Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its 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 CITY agrees to indemnify and hold harmless the ENGINEER from and against any and all claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or property damage, costs and expenses and fees that are asserted against the ENGINEER and that arise out of or result from negligent acts or omissions by the CITY, its employees, agents and representatives in performing the work.

Sec. 7.2. 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 CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.3. 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 CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to 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.

- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

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 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 Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").

Sec. 13.1 Contract Time for Concept, Preliminary, and Final Design phases shall begin on the date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

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: _____

Honorable Doug Sprouse, Mayor
Title

Charles R. Nickle, CEO
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Terry W. Carpenter, President
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

WILKINSON LANE STORM DRAIN PIPELINE REPLACEMENT

CITY OF SPRINGDALE PROJECT NO. _____

USI PROJECT NO. 1609002

1. Scope of Project

- a. The Project shall consist of investigating the condition of the defective storm drain pipeline extending off of an existing drain on Wilkinson Lane.
- b. Provide design and construction documents for installation of the replacement storm drain pipeline.
- c. Provide easement documents as required.
- d. Provide construction services as needed.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. Topographic Surveys

- a. Locate structures, streets, driveways, storm drains, trees and other features within the general project area.
- b. Survey areas in the vicinity of existing drainage piping and structures. Determine flow line elevations, sizes and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.) that would have a direct impact on the replacement structure.
- c. Set temporary bench marks for construction.
- d. All surveys shall be performed to a minimum of third order accuracy.

4. Geotechnical Investigations

No geotechnical investigation is currently planned. However, should one become necessary, Engineer will assist the City in determining the necessary scope of information needed for design.

5. Design Phase

- a. Develop preliminary facility layout for staff review.
- b. Develop contract drawings and specifications suitable for construction by Necessary Construction Company.
- c. Modify Storm Water Pollution Prevention Plan (SWPPP).

6. Easement Document Preparation

- a. Easement document preparation should not begin before review and approval of the right-of-way plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Each easement document shall be accompanied by a graphical easement exhibit (drawing). Each easement document and exhibit shall be letter size.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, legal description of easement area, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easements(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. One hard-copy and an electronic copy of each easement document shall be provided in .pdf, and Word formats.

7. Construction Phase Services

During the construction phase of work, the Engineer will accomplish the following:

- a. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing

these services, the Engineer will endeavor to protect the CITY against defects and deficiencies in the work. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

8. Project Deliverables

- a. Two copies of the Final Plans and Specifications.
- b. Electronic files as requested.

9. General

- a. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, line types, fonts, etc. shall conform to the standard templates.
- b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- c. Attend meetings with Owner and Agencies for plan review, and project coordination.
- d. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- e. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- f. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
- g. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT "B"

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

WILKINSON LANE STORM DRAIN PIPELINE REPLACEMENT

CITY OF SPRINGDALE PROJECT NO. _____

USI PROJECT NO. 1609002

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:

- Surveys – Design 15 calendar days from Notice to Proceed
- Preliminary Design 30 calendar days after approval of Conceptual Design
- Final Design 30 calendar days after approval of Preliminary Design

ATTACHMENT "C"
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
WILKINSON LANE STORM DRAIN PIPELINE REPLACEMENT
CITY OF SPRINGDALE PROJECT NO. _____
USI PROJECT NO. 1609002

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

EXHIBIT 1

**TO PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
WILKINSON LANE STORM DRAIN PIPELINE REPLACEMENT**

**USI CONSULTING ENGINEERS, INC.
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2015**

<u>Classification</u>	<u>Hourly Rate</u>
Engineer X.....	\$193.00
Engineer IX.....	\$183.00
Engineer VIII.....	\$173.00
Engineer VII.....	\$163.00
Engineer VI.....	\$153.00
Engineer V.....	\$143.00
Engineer IV.....	\$128.00
Engineer III.....	\$112.00
Engineer II.....	\$ 96.00
Engineer I.....	\$ 78.00
Engineering Technician V.....	\$104.00
Engineering Technician IV.....	\$ 85.00
Engineering Technician III.....	\$ 68.00
Engineering Technician II.....	\$ 58.00
Engineering Technician I.....	\$ 51.00
Executive Assistant.....	\$ 63.00
Administrative III.....	\$ 56.00
Administrative II.....	\$ 48.00
Administrative I.....	\$ 42.00
Survey Manager.....	\$ 99.00
Survey Crew (1-man).....	\$107.00
Survey Crew (2-man).....	\$162.00

- GPS and robotic surveying equipment will be billed at \$50.00 per hour when utilized
- Hourly rate schedules will be adjusted annually each January
- Mileage will be billed at the current approved Federal rate

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

ORDINANCE NO. _____

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

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to include regulations regarding pedestrians;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to address issues regarding pedestrians within the City of Springdale, Arkansas.

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

Section 1: Chapter 114-58 of the Code of Ordinances of the City of Springdale is hereby amended to add a new section, to be codified as Section 114-7, to read as follows:

Sec. 114-7. Pedestrians.

- (a) Pedestrians shall be subject to traffic control signals at intersections as provided in Ark. Code Ann. §27-52-107, but at all other places pedestrians shall be accorded the privileges and shall be subject to restrictions stated in this chapter.
- (b) Right-of-Way in Crosswalks – Use by Pedestrians
1. Where traffic control signals are not in place or in operation, the driver of a vehicle shall yield the right-of-way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within any marked crosswalk or within any unmarked crosswalk at an intersection, except as otherwise provided in this chapter. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.
 2. Between adjacent intersections at which traffic control signals are in operation, pedestrians shall not cross at any place except in a marked crosswalk.
 3. Pedestrians shall move, whenever practicable, upon the right half of crosswalk.
- (c) Duty to Yield Right-of-Way to Vehicles at Certain Places
1. Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to vehicles upon the roadway.
 2. Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right-of-way to all vehicles upon the roadway.

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

(d) These regulations are intended to reinforce and be supplemental to the regulations regarding pedestrians found in Ark. Code Ann. §27-51-1201, et seq.

Section 2: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 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 AMENDING THE 2015
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT**

WHEREAS, the Police Department has received funds that have not been appropriated from asset forfeitures; and

WHEREAS, the Police Chief has requested that some of these funds be appropriated for the purchase of a K-9 utility dog and related equipment;

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

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105014217021	Drug Seizure Funds	130,517	13,750		144,267

PASSED AND APPROVED this 10th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

To: Wyman Morgan
From: Chief Mike Peters
Date: 10/30/2015
Re: Transfer Money for K-9 Purchase

Wyman,

I am requesting the transfer of \$13,600 from the Asset Forfeiture account 101-0501-331-20-00 to the police department budget, account # 101-0501-421-70.21 for the purchase of a police K-9 utility dog and related equipment.

Police Dog	\$9,000.00
Kennel	\$2,000.00
Vehicle transport/Window Guards	\$2,500.00
Misc: Leads, Harness, Collar	\$250.00
Total:	\$13,750.00

Sincerely,

Mike Peters
Chief of Police

RESOLUTION NO. _____

**A RESOLUTION AMENDING SECTION 3.10 OF THE
PERSONNEL AND PROCEDURES MANUAL FOR THE
CITY OF SPRINGDALE, ARKANSAS**

WHEREAS, Section 3.10 of the Personnel and Procedures Manual for the City of Springdale, Arkansas, contains the policy on the use of alcohol and tobacco;

WHEREAS, the testing procedure for the presence of alcohol needs to be amended and clarified to confirm with Arkansas law;

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

Section 1: Section 3.10 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

3.10 Use of Alcohol and Tobacco:

The consumption of alcohol or other intoxicants is prohibited while an employee is on duty, unless it is required as part of the job, such as a police assignment. Employees are not to consume intoxicants while off duty to such a degree that it interferes with or impairs the performance of his or her duties. Employees involved in any unauthorized presence of alcohol on City property or report to work with unacceptable blood alcohol concentration (BAC) levels as set out in this policy, will be subject to disciplinary action, including discharge.

"Reasonable suspicion" shall be defined in this policy the same as Policy 3.12. In the event there is reasonable suspicion to believe that an employee's job performance may be impaired by alcohol, the employee's supervisor shall question the employee with regard to their behavior. The supervisor should directly observe the employee's behavior and document the behavior.

Indications of impaired behavior include, but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

When possible, a second managerial employee shall also observe the employee to verify that there is reasonable suspicion to believe that alcohol consumption may be involved. A determination shall be made as to whether or not the employee's behavior is impaired to the point of being unable to perform his duties effectively and safely. The employee shall be relieved of his/her duties and placed on a suspension with pay status until a clear determination can be made as to the abuse or non-abuse of alcohol.

In the event there is reasonable suspicion to believe that alcohol consumption is involved, the supervisor or appropriate manager shall have an alcohol test administered. Refusal of an employee to take the test(s) shall result in immediate discharge. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.

If the behavior that led to the initial investigation is not due to alcohol abuse, but the employee's job performance is hindered, the City may require a drug test or may require the employee to undergo a medical evaluation. Where appropriate, a signed physician's release may be required by the employer before the employee returns to work. Time lost due to an illness (not alcohol abuse or substance abuse) will be charged to sick leave.

If a law enforcement officer or firefighter reports for duty or is on duty, their BAC level shall not be .02% or above. The prohibited BAC levels for persons holding positions requiring commercial driver's licenses are set by policy in Appendix A, which is incorporated herein by reference. The prohibited BAC levels for certain other employees within the Springdale Street Department are set by the policy in Appendix C, which is incorporated herein by reference. All other employees shall not report for work or be on duty with a BAC level of .04% or above. Depending on the circumstances, if it is determined that immediate discharge is not warranted, the employee may be placed in an unpaid rehabilitation leave status. However, the department head shall consult with the Mayor and Personnel Officer before this decision is made and discharge is the preferred action in cases where an employee reports to work or is working with unacceptable BAC levels as set out in this policy.

Alcohol testing is done by testing breath, because it is the most easily obtained body substance and the results are known within minutes of testing. The weight of alcohol in the breath sample is determined and the quantity of the alcohol converted to its equivalent value in blood. A BAC (blood alcohol concentration) of 0.10 means one-tenth of a gram of alcohol per 210 liters of breath.

The alcohol testing will be done in a site that affords privacy to the employee being tested. This site could be a room, van, or a partitioned off area. Only one breath test will be done at one time. The person giving the test will not leave the testing site during the test.

The testing device for alcohol testing is called an Evidential Breath Testing device (EBT). The EBT is a scientific instrument which determines the concentration of alcohol expressed as "percent by weight." The first part of the testing process is to make sure the EBT is operating properly. In the employee's presence, the technician runs an "air blank" test to make sure the EBT is working correctly and the reading is zero. Next a sealed mouth piece is opened and placed into the EBT. In order to get a sufficient quantity of deep lung air, the employee is requested to blow into the mouth piece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. The EBT will immediately read the results of the initial test.

When the initial test results show a reading of equal or above the BAC level under the policy applicable to the particular employee, a confirmation test is necessary. Before the confirmation test, a ~~15~~ 20 minute waiting period will be observed during which time the person being tested cannot leave the test site and may not eat, drink, or smoke during this period. The purpose of this ~~15~~ 20 minute waiting period is to ensure that the presence of mouth alcohol from recent use of food, tobacco, or hygiene products does not artificially raise the test result.

When the confirmation result is different from the initial test, the lower of the two test results will be used to determine the consequences. A breath alcohol testing form will be prepared with a copy provided to the tested employee.

In regard to the testing device, it is permissible under this policy to use a test of a law enforcement agency provided the testing device and the operator are certified by the Arkansas Department of Health. If a law enforcement agency performs any BAC tests (breath, blood or otherwise) as part of a criminal investigation of an employee, the results of such test(s) may be used by the City in determining if any policies, procedures, or rules of the City or of the employee's department have been violated. If such BAC test is administered pursuant to a criminal investigation or if criminal charges may be filed against the employee by the law enforcement agency, a second test is not required by this policy then the test shall be conducted in compliance with Ark. Code Ann. §5-65-201, et seq. including the giving of an "implied consent warning" prior to the test being administered.

Each department head or supervisor may establish tobacco use policies for his or her departmental employees, so long as they do not conflict with City policy or Order of the Mayor. Tobacco products of any kind, including e-cigarettes, are prohibited in any City owned building, vehicle, and within view of the public.

No additional breaks beyond those allowed under department policy may be taken for the purpose of using tobacco products. Employees may smoke, or use tobacco products, outside, away from building entrances and out of view of the public during breaks.

Section 2: All other provisions of Section 3 of the Personnel and Procedures Manual for 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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTICIPATION IN COOPERATIVE REGIONAL EFFORTS TO EVALUATE, AND TO REPORT, THE POTENTIAL COST SAVINGS AND ENVIRONMENTAL BENEFITS THAT MAY BE AVAILABLE TO NORTHWEST ARKANSAS THROUGH THE FORMATION OF A MULTI-JURISDICTIONAL WATER QUALITY COMPLIANCE ASSOCIATION AND OTHER NUTRIENT WATER QUALITY TRADING PROGRAMS

WHEREAS, key components in federal efforts to achieve the goals and objectives of the Clean Water Act involve discharge standards and limitations for wastewater treatment facilities, and the establishment of total maximum daily loads (TMDL's) for receiving streams;

WHEREAS, local governments, at substantial cost to ratepayers, have made extensive investments in wastewater facilities and operations to achieve compliance with prescribed regulatory standards;

WHEREAS, it appears that authorities may be poised, through consideration of methods other than those that were utilized in establishing current permit requirements, to impose more stringent standards which will render obsolete and inadequate, recently constructed and improved wastewater treatment facilities in the region;

WHEREAS, considering the potential impact on ratepayers, and the overall economic impact on the region, it is imperative that proposed changes to water quality standards and discharge requirements be based on sound science; be achievable from a scientific standpoint; be economically feasible; and represent fair, equitable, and necessary measures to comply with the goals and objectives of the Clean Water Act;

WHEREAS, Act 335 of 2015 authorizes the Arkansas Pollution Control & Ecology Commission to promulgate regulations establishing nutrient water quality trading programs, including the formation of water quality compliance associations;

WHEREAS, the timely development and implementation of nutrient water quality trading programs may provide significant long term savings and environmental benefits for the communities in Northwest Arkansas;

WHEREAS, there currently is no other entity or group that is likely to conduct the research and undertake the effort to develop draft regulations establishing nutrient water quality trading programs that would be necessary to benefit Northwest Arkansas communities; and

WHEREAS, in the interest of economy and efficiency, a cooperative regional approach to understanding the issues, the potential impacts and effects, and collectively responding to proposed changes is desirable.

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

SECTION 1. That the Mayor is hereby authorized to enter into a cooperative agreement that may include, but not be limited to, the cities of Fayetteville, Springdale, Rogers, and Bentonville – all of whom would be affected by the establishment of certain

TMDL's for nutrient loads in receiving streams, and the likely imposition of substantially more stringent wastewater discharge limitations; and all of whom would enjoy the cost savings and environmental benefits that may flow from the timely implementation of well-designed nutrient trading programs and the establishment of an appropriate water quality compliance association.

SECTION 2. That the Mayor, or a designee appointed by the Mayor, shall represent the city on all matters associated herewith.

SECTION 3. That participation in cooperative regional efforts regarding these matters should be through the Northwest Arkansas Regional Planning Commission, which was established by the parties hereto, along with Benton and Washington County, to provide a forum for regional dialogue, intergovernmental cooperation, and to address regional issues.

SECTION 4. That the allocation of all costs associated with this effort shall be equitably allocated among the cooperating jurisdictions, and subject to governing body 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

NWA Intergovernmental Working Group and NWA Stakeholders

A Basic History and Vision of Nutrient Trading and Act 335

An Informational White Paper, June 26, 2015

HAW/BLA
6-26-2015

The Background of Nutrient Trading and the Evolution of Act 335 in Arkansas.

The concept of nutrient trading is not a new one and has been used in an attempt to improve or enhance water quality in other regions of the United States via a variety of means and methods and with varying degrees of success. The United States Environmental Protection Agency (EPA) has supported the concept of nutrient water quality trading for more than twenty years. During the George W. Bush administration, the EPA issued a formal policy statement elaborating on its support for trading (EPA Final Water Quality Trading Policy Jan. 13, 2003), and that support has continued to the present day. The concept initially began to be seriously discussed in our area when the Arkansas and Oklahoma phosphorus issue heated up again a few years ago. The larger cities and the two largest counties in Northwest Arkansas (NWA) formed the Intergovernmental Working Group (IWG) basically to address issues and best practices on phosphorus reduction and other legal issues in the Illinois River Watershed. The IWG originally consisted of the cities of Springdale, Fayetteville, Rogers, Bentonville and Siloam Springs as well as Washington and Benton counties. Siloam Springs withdrew around 2012 for various reasons. Once the initial issues were addressed, an updated "Joint Principles" agreement produced, and the Arkansas-Oklahoma Compact Commission given the mission to develop a technically based and scientifically defensible phosphorus level for the Illinois River, the discussion about nutrient trading began again.

The discussion picked up steam in late 2013 and early 2014 after the Regulation 2 "Minerals Issue" and water quality standards became a big focus and many of the major water utilities across the state banded together with ADEQ to help secure legislative approval for the proposed revised Regulation # 2. This overall effort had somewhat of a galvanizing effect in terms of water utility managers realizing that not many people were looking out for their interest except them, and they should likely be more engaged in proactive policy input and influencing regulations and water law. Nutrient trading suddenly looked like a strong possibility if it was done right and the utilities could be the catalyst to get it started, yet they realized they would need allies from a broad cross-section of interested parties, not just one or two. The question at the time was: How do we advance this concept and who is going to do it??

The Arkansas Water and Wastewater Manager's Association (AWWMA) seemed to be the right place to introduce this idea and the right group to help facilitate a solution. At the July 2014 conference, a discussion meeting was held and chaired by Billy Ammons of Fayetteville (employed directly by CH2M HILL). Allan Gates of Little Rock, an environmental attorney for many cities, was a speaker at the conference and a technical resource for guidance on how to advance the trading initiative. This specific meeting of the AWWMA had two primary topics: A draft nutrient trading bill; the fact the AWWMA had to have more of a voice on policy issues affecting our industry and perhaps we needed to discuss a full time director. The next day at the closing business meeting, Heath Ward of Springdale made a motion for the AWWMA to carry forward and support a nutrient trading bill in the next legislative session which passed unanimously. Ward was appointed the Legislative Committee Chair for the AWWMA and was asked to not only monitor industry-related legislation in the next session but was also given the objective to help carry the draft nutrient trading bill forward, seek to align broad-based support, and then determine who might sponsor the bill. Basic principles of the draft bill were that participation in any program established was to be voluntary, cost the State very little or nothing, and provide a foundation from which to build that would be workable for a variety of circumstances and situations.

The first thing that needed to be done was to provide information and outreach to potentially interested and affected parties. The AWWMA knew that if the right information was not given to people, then there could be opposition from some very key groups who would actually benefit from nutrient trading if they understood the concept. A special effort was made to reach out to ADEQ, cities, farmers (through the Farm Bureau and directly), landowners, industry (including the Poultry Federation) and environmental concerns. After some effort and a number of presentations, there appeared to be no organized or known opposition. Several other organizations outright supported the concept including the Municipal League, the Illinois River Watershed Partnership, Beaver Water District, Beaver Watershed Alliance, Ozarks Water Watch, all the major NWA cities, several businesses, the Northwest Arkansas Council, and the IWG. This was indeed the diverse support that was needed to get such a new concept passed into law with very little opposition. Representative Charlie Collins (R) of Fayetteville was asked to sponsor the bill and Senator Uvalde Lindsey (D) representing Fayetteville and a part of Springdale, carried it in the Senate. Ultimately there were multiple co-sponsors and it became HB1067.

The bill passed the House and Senate without a single “no” vote in total bipartisan fashion and was signed by Governor Hutchinson in March 2015. Only eight months after being introduced as a somewhat revolutionary idea, the basic framework to allow nutrient trading in Arkansas was now a reality and is now known as Act 335.

Basics of Nutrient Trading and Trading or Compliance Associations

In its simplest form nutrient trading would allow point source, permitted dischargers to form voluntary associations within a watershed that would take into account the net limit for a given parameter in that watershed or other designated area. As an example: if there were 10 wastewater treatment plants in the same watershed with a permit for phosphorus that allowed them to discharge 10 pounds per day per plant, then the net “group” permit would be 100 pounds per day of phosphorus discharged to that watershed. If plant “A” exceeded its limit by 2, plant “B” discharged 8 pounds or less, and the rest of the group simply met their limit, there would not be enforcement since the net discharged phosphorus was 100 pounds or less. This is a simple example.

A more complex, but also relatively simple implementation method is the idea that if a POTW or other entity invested in an environmental project that had measurable results, they could be given a credit for the environmental protection or improvement provided by that project via a less stringent limit at their treatment facility discharge point. This could be in cooperation with municipalities, land owners or companies that may benefit. These types of programs are sometimes called offsets or credits.

A more sophisticated and complex implementation method is the creation of an exchange for credits. This would create a trading market where people could potentially buy or sell credits if needed or perhaps bank them for future use. This is based on credits being granted for projects that have scientifically proven positive environmental impact. Many nutrient reduction projects are measurable over time and as more are done, there will be even more data to support this. A nutrient credit exchange would give public entities, private landowners and private companies the formal recognition they deserve for good things they do for the environment that have a net positive impact.

Benefits of Nutrient Trading and ACT 335

There are several ways that these general concepts could benefit municipal wastewater treatment plants and other permitted point source dischargers, landowners, those with stream bank erosion concerns, municipalities, counties, industries and agri-business, and environmental groups and concerns. Below are just a few examples of how those partnerships and synergies may work:

- Help municipal wastewater treatment facilities and other point source dischargers maintain reasonable limits by allowing a net point source impact to a given area or watershed through sharing that limit with other point source dischargers.
- May be able to divert substantial financial resources to watershed projects with a significant environmental benefit instead of expensive infrastructure projects that may yield very little in terms of total impact.
- Matching grants that are available from groups like ANRC for stream bank restoration or other good environmental projects are often out of reach for most landowners due to high out of pocket financial commitments required. If cities or other entities could (as part of a trading program) pool money or provide direct funds to get those matching grants it might benefit the land owner, the treatment facility and ultimately the watershed. This could be through existing partnerships or future ones in a given watershed or area.
- Funds might be spent on quality, high impact alternative projects that would have a “bigger bang for the buck” or greater environmental return for a given financial investment in the watershed as it pertains to nutrient reduction. Once again, these funds would come from sources where alternatives could be employed in lieu of expensive, low yield infrastructure.
- Ratepayers and taxpayers would feel less of an impact over time. If a significant but smaller investment was made on less expensive but more effective nutrient trading and restoration programs, those improvement would be here for many years to come and would not need a huge operations and maintenance budget to be sustained.
- Industry and business could also greatly benefit. They could potentially bank credits for environmentally protective actions undertaken. The good things that people do for our environment and the community might no longer become just a short lived press release and a photo op, but would rather become a documented important part of the overall nutrient management plan for a given area or an association. Formal recognition would be given as credits. Examples of the kind of positive and environmentally protective projects both public and private partnerships have produced are:
 - Rain gardens and education in a community.
 - Poultry litter or other animal by-products removed from an area.
 - BMP or other management systems implemented in both urban and rural areas.
 - Stream bank restoration programs.
 - Other run-off and storm water mitigation projects.

Once again, these types of projects may be funded from monies from formed association or individual businesses. The opportunities are not limited to one source and can be more effectively implemented when considering the total impact to a watershed.

The eventual potential of a trading exchange could even be to create a profitable and marketable environmentally centered business niche for many entities in Arkansas. At a minimum, an exchange of this type should be another useful tool to help manage nutrients in a given area and could also help provide recognition to those who put forth effort, time and expense to benefit our environment.

To provide the best chance for broad-based support and general acceptance, these groups would need to be formed at the grass roots level and not be a “top down” endeavor. This leaves most of the control at the much preferred local and state levels and should generate more local support and participation.

From our perspective, three actions should be taken: An initial association should be formed; projects or project types identified, evaluated, and approved; and a *simple* system of banking and credits created. This actions may be undertaken in parallel or sequentially. However, an “alpha” association should be formed or identified before anything else can progress very far. Many people in NWA are willing to be involved in developing that initial association and providing the necessary testing ground. We have a vested interest, a strong desire to do the right thing and regardless of what happens to phosphorus limits or TMDL’s from EPA, we feel that what we do will be good for the environment. *We fully expect that establishing an initial association will be a time consuming and lengthy process, perhaps requiring as much as two to three years before the association will be formed and functioning, yet we are excited to begin.* We do not want this process to be rushed just to have a “program” and we want to avoid outside pressure to simply copy someone else’s program. *Every state and region is different and unique and we want to do our best to develop a plan that provides the best environmental impacts in the most cost-effective manner possible.*

Our Vision: Relationships, Structure and Moving Forward

What we envision is a group in NWA (the core of which will almost certainly be the existing IWG) that will willingly and reasonably quickly put in a request to form a compliance association and create a draft framework for how that association might function. We would then ask ADEQ/APCEC to allow the association to go back and form a set of rules, goals, and a “constitution” of sorts. We would also ask about potential overhead costs that the association would have to bear for ADEQ support, with the hope that that the agency would appoint someone to work with who is open minded, cooperative and does not have too many preconceived notions. We would then develop a draft plan to take that back to the advisory panel for guidance and to the agency for approval on the final “rules”. Once that is done we would want to find our first simple project, define it and give the process a first try. We envision ourselves as being a self-governing, self-reporting type group based on the guidance received and approval of the projects we select. It would be our hope that the project selection and approval process would be simple and streamlined as long as the association provides adequate scientific support and information, and that the granting of and valuation of credits would be a dynamic process based on ongoing performance of implemented projects and continued scientific research.

We hope to conduct these actions within a very collaborative and forward thinking atmosphere, as opposed to a strict authoritarian approach where regulations get written and forced upon regulated parties and “woe be to those who do not comply”. We sincerely hope that we can move forward working together in a cooperative manner.

Summary

Although nutrient trading is not a new concept, we are embarking on a journey to implement that concept for the first time as a new tool to help improve the water environment in Arkansas. As we find ourselves looking for better ways to improve our situation in specific areas of the state, it is time to look at new concepts and ideas, especially those that benefit several constituencies, have a multitude of synergistic impacts, and will accumulate significant environmental benefits. We know that certain practices in other watersheds elsewhere in our country to include BMP's, trading, and cooperative efforts have succeeded as components of comprehensive and holistic plan. We hope that we have moved beyond the idea that all water quality problems are one dimensional, that a single agency acting alone can solve all issues, that money spent on one source can fix everything, or that one party or type of source is always at fault. By working together, being proactive, and doing things a little differently, we can lay the groundwork for success not just on nutrients, but perhaps other similar or related issues in the future.

(Point of contact for questions or content is Heath Ward, Executive Director, Springdale Water Utilities, 479-751-5751 or Billy Ammons, Regional Business Manager, CH2MHill, City of Fayetteville Waste Water, 479-443-3292)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 78 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; AND FOR OTHER PURPOSES.**

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that Chapter 78 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to include provisions regarding the use of the various trails located within the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Chapter 78 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to include a new Article addressing the use of the various trails located within the City of Springdale, Arkansas.

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

Section 1: Chapter 78 of the Code of Ordinances of the City of Springdale is hereby amended to create a new Article, to be known as Chapter 78, Article III, to provide as follows:

ARTICLE III. – TRAIL USE CODE.

Sec. 78-60. - Operation of Vehicles and Use of City Trails.

- (a) No golf carts or comparable sized vehicles nor any gas powered vehicles (except city maintenance or emergency vehicles) shall be driven or operated on the Razorback Greenway or any other city trail as designated on the Master Trail Plan.
- (b) It is hereby declared unlawful to park or operate a motor vehicle on or along any city trail that has been or is hereafter so posted by the city.

Any motor vehicle that is being utilized for a legitimate government purpose or emergency shall be exempt for the provision of this section.

Sec. 78-61. - Rules of the Road for Springdale Trails.

- (a) Pedestrians and joggers – pedestrians, skaters, and joggers shall walk, skate, or jog near the right side of the trail to accommodate faster runners, skaters, bicyclists, and faster traffic to pass on the left side of the lane.
- (b) Bicyclists, skaters, runners and others shall operate their bicycles, Segway, skateboards, or scooters on the right side of the lane unless passing.
- (c) Persons skating, riding bicycles, Segways, skateboards, scooters and runners shall give an audible warning prior to passing slower traffic. Passers shall not cross the solid yellow line. Passers shall not cross the dashed yellow line if oncoming traffic is close enough that the passer cannot return to his/her lane before reaching oncoming traffic or if crossing the dashed yellow line causes any safety hazard.
- (d) Speed limits
 - 1. No person shall skate or ride his bicycle, Segway, skateboard, scooter or other vehicle on a city trail at a speed greater than is

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

reasonable and prudent under the conditions then existing, and in no event shall a person skate or ride his bicycle, Segway, skateboard, scooter or other vehicle at a speed greater than 15 m.p.h. on a city trail.

2. No person shall skate or ride his bicycle, Segway, skateboard, scooter or other vehicle at a speed greater than 10 m.p.h. on a city trail when oncoming traffic is present or when passing traffic going the same direction.

Sec. 78-62. - Penalties.

- (a) Any person who shall be convicted of violating any provision of this article shall be subject to the provisions of Section 1-9 of the Springdale Code of Ordinances. Each day that a violation of this chapter occurs shall constitute a separate offense and shall be punishable as a separate violation.
- (b) In addition, any person skating or riding bicycles, Segways, skateboards, scooters, or other vehicles on a city trail in such a manner as to indicate a reckless disregard for the safety of others may also have their right to skate or ride their vehicle upon the city trails suspended for up to one year. Any person violating a suspension period shall be guilty of a separate violation of this subsection.

Section 2: All other provisions of Chapter 78 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

ORDINANCE NO. _____

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

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to include provisions regarding the operation of bicycles within the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, be amended to include a new Article addressing the operation of bicycles within the City of Springdale, Arkansas.

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

Section 1: Chapter 114 of the Code of Ordinances of the City of Springdale is hereby amended to create a new Article, to be known as Chapter 114, Article V, to provide as follows:

ARTICLE V. - BICYCLES, MOPEDS, ETC.

DIVISION 1. - GENERALLY

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

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

DIVISION 2. - BICYCLES

Section 114-122. - Application of traffic law.

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

Section 114-123. - Obedience to traffic-control devices.

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

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

Section 114-124. – Manner of riding.

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

Section 114-125. – Riding on roadways, cycle tracks and bicycle paths.

Every person operating a bicycle upon a roadway shall ride as near as to the right-hand side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction. Persons riding bicycles upon a roadway shall not ride more than two (2) abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. Whenever a usable path for bicycles has been provided adjacent to a roadway bicycle riders shall use such path and shall not use the roadway.

Section 114-126. – Speed.

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

Section 114-127. – Emerging from alley or driveway.

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

Section 114-128. - Clinging to vehicles.

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

Section 114-129. – Carrying articles.

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

Section 114-130. – Riding on sidewalks.

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

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

Section 114-131. – Required Equipment.

Every bicycle, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear of a type which shall be visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of head lamps on a motor vehicle. A lamp emitting a red light to the rear may be used in addition to the red reflector.

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

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

Section 114-132. – Pedestrian right-of-way on bicycle facilities.

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

Section 114-133. – Use of cycle track/bike lanes by motor vehicles.

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

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

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

Section 114-134. – Definitions.

For purposes of this article, the following definitions shall apply:

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

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

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

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

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

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

Section 2: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 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 AUTHORIZING THE FIRE CHIEF
AND MAYOR TO ORDER A NEW AMBULANCE**

WHEREAS, the Fire Chief will have funds available in the 2016 budget to purchase a new ambulance and has requested permission to place a purchase order, and

WHEREAS, the total cost of the new ambulance and related equipment is expected to be \$280,000, and

WHEREAS, the Police and Fire Committee recommends approval of this request, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Mayor and Fire Chief are hereby authorized to place a purchase order for a new ambulance with the purchase price not to exceed \$210,000.

PASSED AND APPROVED this 10th day of November, 2015.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Post Office Box 1521
417 Holcomb Street
Springdale, AR 72765-1521
Phone (479) 751-4510
Fax (479) 750-8104

Springdale Fire Department

November 3, 2015

Mayor Sprouse;

We would like to request a budget amendment to purchase a new ambulance. This will be the last full build ambulance we will need for several years, which this will complete the three ambulances in reserve, so that in 2017 we can begin the remount project. This is estimated to save approximately \$70,000-\$90,000 per ambulance, and we will look at least one remount per unit, and possibly two. We believe that the apparatus replacement program for ambulances that we have adopted, will in fact be supported by the EMS fund that has been established and should be able to maintain our plan without having to dip into the general fund or CIP.

We would like to request \$210,000 for the ambulance and an additional \$70,000 for equipment. Since this will be an addition to our fleet, we will also need to attain all of the equipment for the ambulance as well. Again, we would request this funding come out of our EMS replacement account so we would need no additional general fund or CIP funding.

Your consideration into this request is greatly appreciated. We are moving this forward at this time as we were advised that if we can order relatively soon, a department cancelled an order, and they will be able to add our unit into that slot, which means delivery is expected sometime the first half of 2016. Currently we are about one year behind due to build times and this will allow us to catch up with the replacement program. Again thank you for your time and consideration.

Mike Irwin
Chief
Springdale Fire Department

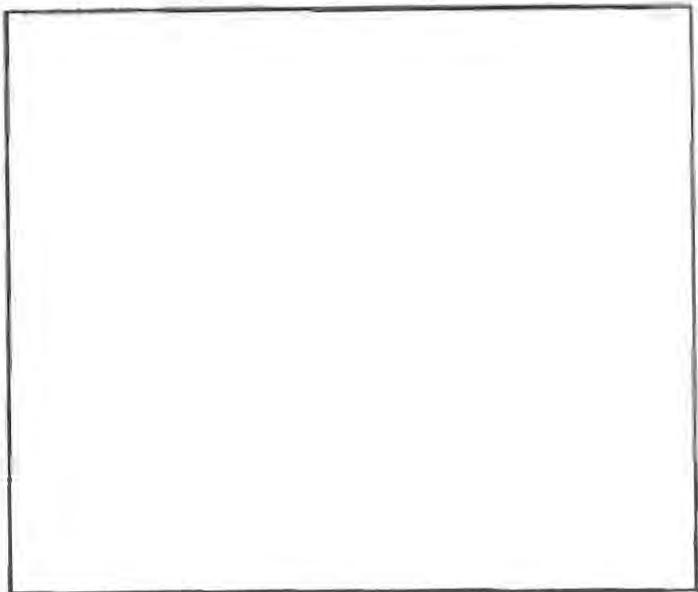
Cc: Wyman
Morgan
Rick Culver



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.

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: Harold L. & Cindy R. Mars
LEGAL DESCRIPTION: Lot Numbered Three (3), Block Numbered One (1), Oak Hills Addition to the City of Springdale, Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 405 Crestwood St.
Springdale, Washington County, Arkansas
PARCEL NO.: #815-24065-000

PROPERTY OWNER: Placido F. Ortega
LEGAL DESCRIPTION: Part of the SW-1/4 of the NE-1/4 of Section 35, Township 18 North, Range 30 West, Washington County, Arkansas, described as follows: Beginning 60 rods North and 230 feet East of the SW corner of said 40 acre tract and running thence East 75 feet; thence North 127 feet; thence West 75 feet; thence South 127 feet to the place of beginning except 25 feet across the South side thereof which is now embraced in Christian Avenue.
LAYMAN'S DESCRIPTION: 800 Faye Street
Springdale, Washington County, Arkansas
PARCEL NO.: #815-28041-000

PROPERTY OWNER: Jimmy Carl Randle
LEGAL DESCRIPTION: Part of the North Half of the Southeast quarter of the Southeast quarter of Section One (1), in Township Seventeen (17) North, Range Thirty (30) West, described as beginning at a point 298.75 feet East of the Southwest corner of said 20 acre tract, and running thence North 208.8 feet, thence East 118.8 feet, thence South 208.8 feet, thence West 118.8 feet to the place of beginning, containing 0.57 acres, more or less.
LAYMAN'S DESCRIPTION: James Avenue
Springdale, Washington County, Arkansas
PARCEL NO.: #815-28767-000

PROPERTY OWNER: Ola Mae Huffmaster
LEGAL DESCRIPTION: A part of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 1 in Township 17 North, Range 30 West and described as follows: Beginning at the Northwest corner of said 10 acres tract and running thence South 255

feet for a beginning corner to the lands hereby intended to be conveyed; and running thence East 132 feet; thence North 57.50 feet; thence West 132 feet; thence South 57.50 feet to the beginning corner.

LAYMAN'S DESCRIPTION: 1903 Powell St.
Springdale, Washington County, Arkansas
PARCEL NO.: #815-28786-000

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

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

PROPERTY OWNER: Marta L. Gomez
LEGAL DESCRIPTION: Lot 56, Hidden Hills Subdivision, Phase 1, to the City of Springdale, Washington County, Arkansas, as shown on Plat Record 23A at Page 114, and Correction Plat Record 23 at Page 196
LAYMAN'S DESCRIPTION: 1430 Tolleson Loop
Springdale, Washington County, Arkansas
PARCEL NO.: #815-36707-000

PROPERTY OWNER: Juan R. & Gloria Barrera; Joel D. Cortez
LEGAL DESCRIPTION: Lot 50 of Hidden Hills Subdivision, Phase 1, to the City of Springdale, Arkansas, as shown on plat of record in plat book 23A, at 114, plat records of Washington County.
LAYMAN'S DESCRIPTION: 1566 Tolleson Loop
Springdale, Washington County, Arkansas
PARCEL NO.: #815-36702-000

PROPERTY OWNER: Jason B. Riggins
LEGAL DESCRIPTION: Lot Numbered Nine (9), Block "A", Berry Addition, Phase II, an Addition to the City of Springdale, Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 300 Wright Ave.
Springdale, Washington County, Arkansas
PARCEL NO.: #815-20447-000

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

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

\$2,379.84 clean-up costs and \$48.70 administrative costs – 405 Crestwood St. (#815-24065-000)
\$1,366.27 clean-up costs and \$28.48 administrative costs – 800 Faye St. (#815-28041-000)
\$465.42 clean-up costs and \$35.22 administrative costs – James Avenue (#815-28767-000)
\$930.49 clean-up costs and \$28.48 administrative costs – 1903 Powell St. (#815-28786-000)
\$406.42 clean-up costs and \$28.48 administrative costs – 2403 Sycamore Pl. (#815-27282-000)
\$406.42 clean-up costs and \$28.48 administrative costs – 1615 Theodore Dr. (#815-20385-000)
\$376.42 clean-up costs and \$28.48 administrative costs – 1430 Tolleson Loop (#815-36707-000)
\$376.42 clean-up costs and \$35.22 administrative costs – 1566 Tolleson Loop (#815-36702-000)
\$1,269.16 clean-up costs and \$35.22 administrative costs – 300 Wright Ave. (#815-20447-000)

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

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

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

\$2,428.54, plus 10% for collection – 405 Crestwood St. (#815-24065-000)
\$1,394.75, plus 10% for collection – 800 Faye St. (#815-28041-000)
\$500.64, plus 10% for collection – James Avenue (#815-28767-000)
\$958.97, plus 10% for collection – 1903 Powell St. (#815-28786-000)
\$434.90, plus 10% for collection – 2403 Sycamore Pl. (#815-27282-000)
\$434.90, plus 10% for collection – 1615 Theodore Dr. (#815-20385-000)
\$404.90, plus 10% for collection – 1430 Tolleson Loop (#815-36707-000)
\$411.64, plus 10% for collection – 1566 Tolleson Loop (#815-36702-000)
\$1,304.38, plus 10% for collection – 300 Wright Ave. (#815-20447-000)

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



Office Of The City Attorney

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

October 6, 2015

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

*Ernest B. Cate
City Attorney*

*Taylor Samples
Senior Deputy
City Attorney*

*Sarah Sparkman
Deputy City Attorney*

*David D. Phillips
Deputy City Attorney*

*Lynnda Bobbedrest
Case Coordinator/
Victim Advocate*

*Steve Helms
Investigator*

*Cindy Horlick
Administrative Legal
Assistant/Paralegal*

**Cindy R. Mars
405 Crestwood St.
Springdale, AR 72762-5052**

**Harold L. Mars
407 Michael St.
Springdale, AR 72764**

**Bank of America, N.A.
c/o The Corporation Company, Registered Agent
d/b/a CT Corporation
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201**

**U.S. Department of Housing and Urban Development
451 7th Street, S.W.
Washington, DC 20410**

**Ms. Wanda C. Merritt, Field Office Director
Department of Housing and Urban Development
425 W. Capitol Ave., Suite 1000
Little Rock, AR 72201-3488**

**RE: Notice of clean-up lien on property located at 405 Crestwood St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
24065-000**

Dear Property Owner/Lienholders:

**On April 9, 2015, notice was posted on property located at 405 Crestwood 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 April 10, 2015, that the City**

intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about April 29, 2015, May 1, 2015, June 4, 2015, July 2, 2015, and July 31, 2015. As of this date, the total costs incurred by the City of Springdale to clean this property are \$2,379.84. I have enclosed a copy of the invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$2,413.54, which includes \$2,379.84 for cleaning up the property and \$33.70 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 the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, April 29, 2015 10:19:29 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	4/29/2015 10:19:29 AM
Property Address	405 crest wood st
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



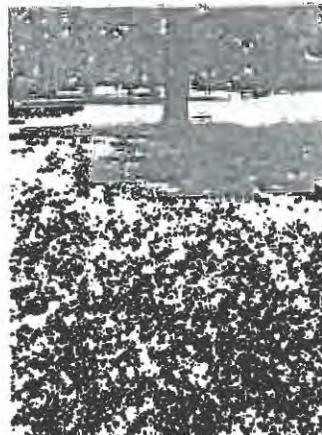
Type of Abatement	Violation Notice / Lien
Date of Abatement	Wednesday, April 29, 2015 10:19:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	754 Grasshopper ,743 Kubota,6031 Service Truck-Landscaping
754 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	2
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$27.42
Total Employee Cost	\$54.84

Equipment Cost per hour **\$155.00**
Total Equipment Cost **\$310.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$612.84**
Final Photos **Attached Data**



Final Photos

Attached Data



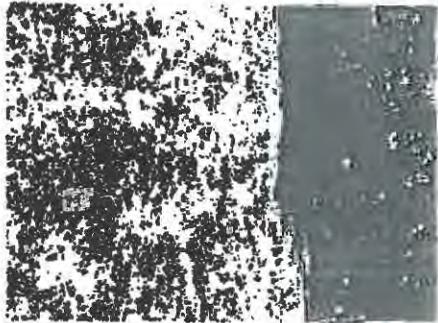
Final Photos

Attached Data



Final Photos

Attached Data





City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72754 - Office 479/756-7712

CITY ABATEMENT - Friday, May 01, 2015 8:21:19 AM (1- BULKY WASTE)

User Name	1- BULKY WASTE
User #	4792839382
Form Started	5/1/2015 8:21:19 AM
Property Address	405 crest wood
Type of Abatement	Violation Notice / Lien
Date of Abatement	Friday, May 01, 2015 8:21:00 AM
Employee	
Employee	Mark Thompson,Rod Dorsey
MT Benefit Rate	\$16.24
RD Benefit Rate	\$17.92
Method of Compliance	
1 Method of Compliance	Junk and Trash Removal from Curb
Equipment Used	
Equipment	660/652 New Bulky Waste Truck,6028 Service Pick Up Truck
660 New Bulky Waste Truck	\$200.00
6028 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$34.16
Total Employee Cost	\$34.16
Equipment Cost per hour	\$235.00
Total Equipment Cost	\$235.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$469.16
Extra Materials &/or Notes	0

Final Photos

Attached Data



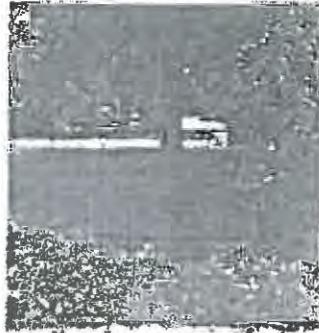


City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

CITY ABATEMENT - Thursday, June 04, 2015 12:37:48 PM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	6/4/2015 12:37:48 PM
Property Address	405 crestwood
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Thursday, June 04, 2015 12:37:00 PM

Officer on Site

Mike Sidney

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin

MH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance

Mowing

Equipment Used

Equipment

748 Grasshopper, 743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping

748 Grasshopper

\$55.00

743 Kubota

\$65.00

6030 Service Truck-Landscaping

\$35.00

6031 Service Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

4

Temporary Labor Cost

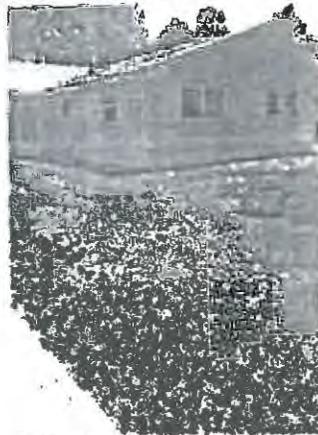
\$48.00

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



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data





City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

CITY ABATEMENT - Thursday, July 02, 2015 1:49:18 PM (646 CITY ABATEMENT)

User Name **646 CITY ABATEMENT**
User # **4797993582**
Form Started **7/2/2015 1:49:18 PM**
Property Address **405 crestwood**
Before Picture **Attached Data**



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Thursday, July 02, 2015 1:49:00 PM

Officer on Site

Mike Sidney

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin

MH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance

Mowing

Equipment Used

Equipment

752 Grasshopper,743 Kubota,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping

752 Grasshopper

\$55.00

743 Kubota

\$65.00

6030 Service Truck-Landscaping

\$35.00

6031 Service Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

3

Temporary Labor Cost

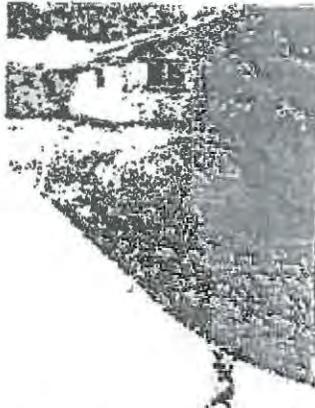
\$36.00

Employee Cost per hour \$27.42
Total Employee Cost \$27.42
Equipment Cost per hour \$190.00
Total Equipment Cost \$190.00
Mobilization Fee \$200.00
Extra materials cost \$0.00
Total Cost of Abatement \$453.42
Final Photos Attached Data



Final Photos

Attached Data



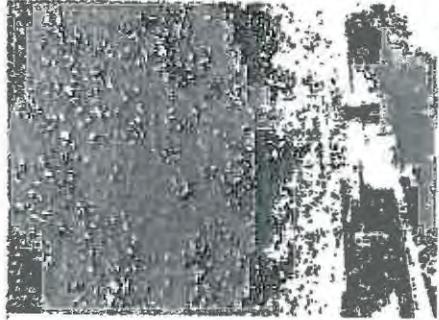
Final Photos

Attached Data



Final Photos

Attached Data



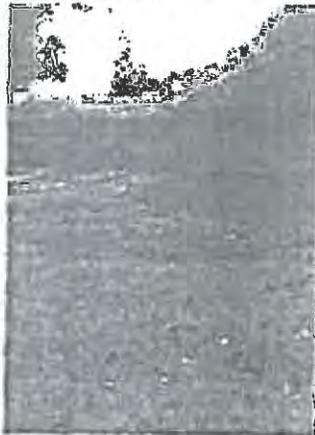


City of Springdale Code Enforcement

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

CITY ABATEMENT - Friday, July 31, 2015 8:24:11 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	7/31/2015 8:24:11 AM
Property Address	405 crestwood
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Violation Notice / Lien
Date of Abatement	Friday, July 31, 2015 8:24:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper,743 Kubota,6030 Service Truck-Landscaping
752 Grasshopper	\$55.00
743 Kubota	\$85.00
6030 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$0.00
Total Employee Cost	\$0.00
Equipment Cost per hour	\$155.00

Total Equipment Cost **\$155.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$379.00**
Final Photos **Attached Data**



Final Photos

Attached Data



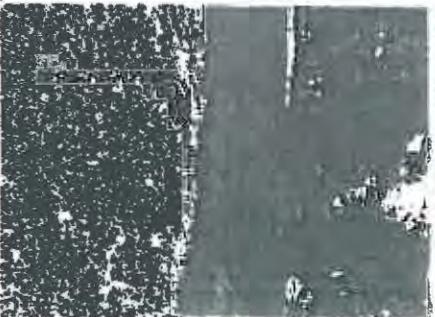
Final Photos

Attached Data



Final Photos

Attached Data



SEND TO ADDRESSEE ONLY

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

1. Article Addressed to:

Harold L. Means
407 Michael St.
Springdale, AR 72764

ADDRESS ONLY - THIS SECTION IS OPTIONAL

- A. Signature Agent Addressee
- B. Received by Registered Mail Date of Delivery
- C. Signature Date of Delivery
- D. Is delivery address different from item 1? Yes No
- If YES, enter delivery address below:

- 3. Service Type Certified Mail® Priority Mail Express®
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery
- 4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number
(Transfer from service label)

7014 1200 0001 0759 0470

PS Form 3811, July 2013

Domestic Return Receipt

SEND TO ADDRESSEE ONLY - RETURN TO SENDER

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

1. Article Addressed to:

Ms. Wanda C. Merritt, Yield Office Director
Department of Housing and Urban Development
425 W. Capitol Ave., Suite 1000
Little Rock, AR 72201-3488

ADDRESS ONLY - THIS SECTION IS OPTIONAL

- A. Signature Agent Addressee
- B. Received by Registered Mail Date of Delivery
- C. Signature Date of Delivery
- D. Is delivery address different from item 1? Yes No
- If YES, enter delivery address below:

- 3. Service Type Certified Mail® Priority Mail Express®
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery
- 4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number
(Transfer from service label)

7014 1200 0001 0759 0494

PS Form 3811, July 2013

Domestic Return Receipt

SEND TO ADDRESSEE ONLY - RETURN TO SENDER

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

1. Article Addressed to:

Bank of America, N.A.
c/o The Corporation Company, Registered Agent
406 CT Corporation
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201

ADDRESS ONLY - THIS SECTION IS OPTIONAL

- A. Signature Agent Addressee
- B. Received by Registered Mail Date of Delivery
- C. Date of Delivery
- D. Is delivery address different from item 1? Yes No
- If YES, enter delivery address below:

- 3. Service Type Certified Mail® Priority Mail Express®
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery
- 4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number
(Transfer from service label)

7014 1200 0001 0759 0487

PS Form 3811, July 2013

Domestic Return Receipt



Office Of The City Attorney

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

October 6, 2015

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

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvadrest
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Placido F. Ortega
800 Faye St.
Springdale, AR 72764

Pacido F. Ortega
c/o Patricia Ortega or Eric Max Ortega
2087 Pear Tree Ct.
Cape Girardeau, MO 63701

Arvest Bank
c/o Ken F. Calhoun, Registered Agent
One Riverfront Place - Eighth Floor
North Little Rock, AR 72114

RE: Notice of clean-up lien on property located at 800 Faye St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
28041-000

Dear Property Owner/Lienholder:

On April 22, 2015, notice was posted on property located at 800 Faye 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 April 30, 2015, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 15, 2015, June 22, 2015 and July 30, 2015. As of this date, the total costs incurred by the City of Springdale to clean this property are \$1,366.27. I have enclosed copies of invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with

Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

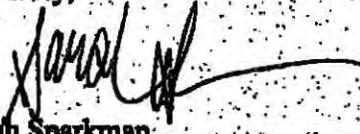
This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 2015, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, November 10, 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 \$1,379.75, which includes \$1,366.27 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

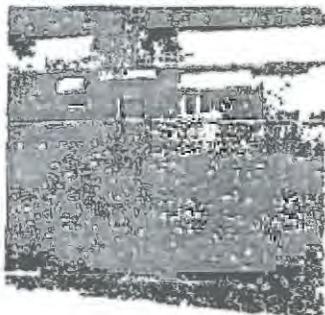


City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

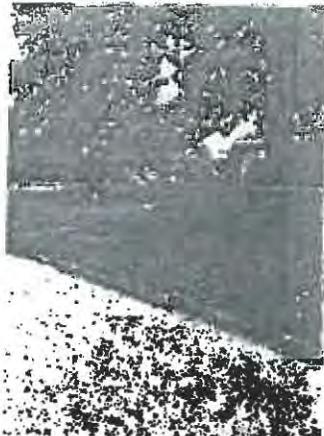
CITY ABATEMENT - Friday, May 15, 2015 8:57:46 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	5/15/2015 8:57:46 AM
Property Address	800 Faye
Before Picture	Attached Data



Before Picture

Attached Data



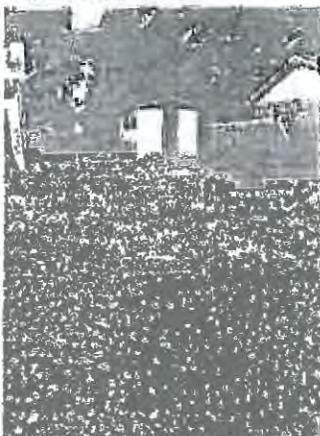
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Friday, May 15, 2015 8:57:00 AM

Officer on Site

Bobby Nivens

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin

MH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance Mowing

Equipment Used

Equipment

753-Hustler Midmount,743 Kubota,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping

753-Hustler Midmount

\$40.00

743 Kubota

\$65.00

6030 Service Truck-Landscaping

\$35.00

6031 Service Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

4

Temporary Labor Cost

\$48.00

Employee Cost per hour \$27.42
Total Employee Cost \$27.42
Equipment Cost per hour \$175.00
Total Equipment Cost \$175.00
Mobilization Fee \$200.00
Extra materials cost \$0.01
Total Cost of Abatement \$450.43
Final Photos **Attached Data**



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Kamran



City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

CITY ABATEMENT - Monday, June 22, 2015 9:13:30 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	6/22/2015 9:13:30 AM
Property Address	800 Faye
Before Picture	Attached Data



Before Picture



Attached Data

Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Violation Notice / Lien
Date of Abatement	Monday, June 22, 2015 9:13:00 AM
Officer on Site	Bobby Nivens
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	753-Hustler Midmount,743 Kubota,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping
753-Hustler Midmount	\$40.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00

Employee Cost per hour \$27.42
Total Employee Cost \$27.42
Equipment Cost per hour \$175.00
Total Equipment Cost \$175.00
Mobilization Fee \$200.00
Extra materials cost \$0.00
Total Cost of Abatement \$450.42
Final Photos Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data





City of Springdale Code Enforcement

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

CITY ABATEMENT - Thursday, July 30, 2015 12:51:12 PM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	7/30/2015 12:51:12 PM
Property Address	800 Faye
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Violation Notice / Lien
Date of Abatement	Thursday, July 30, 2015 12:51:00 PM
Officer on Site	Bobby Nivens
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper, 743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping
752 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00

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



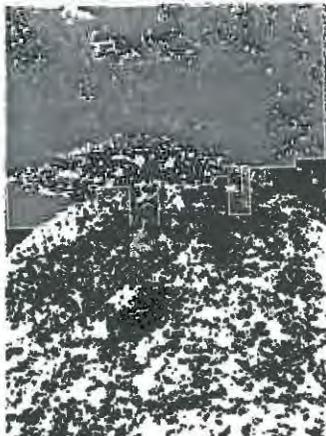
Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



SENDER (PRINT AND FILL IN THIS SECTION)

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

1. Article Addressed to:

Barbara R. Ortega
c/o Patricia Ortega or Eric Max Ortega
2887 Pear Tree Ct.
Cape Girardeau, MO 63701

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *Eric Max Ortega* Agent
 B. Received by (Printed Name) _____
 C. Date of Delivery *10/19/13*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: _____

3. Service Type

- Certified Mail® Priority Mail Express®
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number **7014 1200 0001 0759 0531**
 (Transfer from service label)
 PG Form 3811, July 2013 Domestic Return Receipt

SENDER (COMPLETE THIS SECTION)

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

1. Article Addressed to:

Alvree Bank
c/o Eric R. Calhoun, Registered Agent
One Riverfront Place - Eighth Floor
North Little Rock, AR 72114

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *Julie Bousier* Agent
 B. Received by (Printed Name) _____
Julie Bousier C. Date of Delivery *10/18/13*
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: _____

3. Service Type

- Certified Mail® Priority Mail Express®
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number **7014 1200 0001 0759 0524**
 (Transfer from service label)
 PG Form 3811, July 2013 Domestic Return Receipt



Office Of The City Attorney

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

sparkman@springdalear.gov

October 6, 2015

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

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Glen & Jo Ellen Fenter
1789 E. Susan Dr.
Fayetteville, AR 72703

Mr. Mike Price, Registered Agent
M.G. and B.J. Price Family, LLC
5686 Wheeler Rd.
Fayetteville, AR 72704

Jimmy C. Randle
1233 Wilson, Apt. A
Springdale, AR 72764

RE: Notice of clean-up lien on property located on James Avenue,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
28767-000

Dear Property Owner/Lienholder:

On June 15, 2015, notice was posted on property located on a vacant lot on James Avenue, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, 42-78, 114-57, and Chapter 130, Article 7, Section 8 (Zoning Ordinance) and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 15, 2015, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 30, 2015. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$465.42. I have enclosed an invoice 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 Washington County Circuit Court.

On or about September 4, 2015, the property was transferred to M.G. Price and B.J. Price Family, LLC via Quitclaim Deed (signed on April 30, 2015). A Notice of Real Estate Sale Secured Land Sale Contract was signed by Mike G. Price, managing member of M.G. Price and B.J. Price Family, LLC to Jimmy C. Randle. Copies of these documents are enclosed for your reference.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$485.64, which includes \$465.42 for cleaning up the property and \$20.22 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 \$485.64 to clean up this property did not involve you, nor were you 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 to you.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch



City of Springdale Code Enforcement

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

CITY ABATEMENT - Thursday, July 30, 2015 2:32:47 PM (646 CITY ABATEMENT)

User Name **646 CITY ABATEMENT**
User # **4797993582**
Form Started **7/30/2015 2:32:47 PM**
Property Address **James ave 81538767000**
Before Picture **Attached Data**



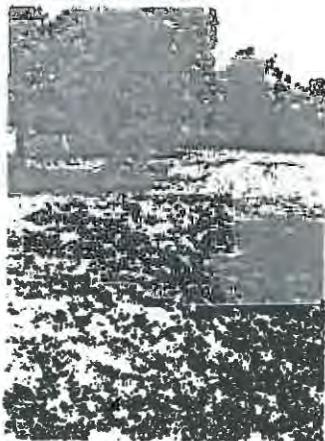
Before Picture

Attached Data



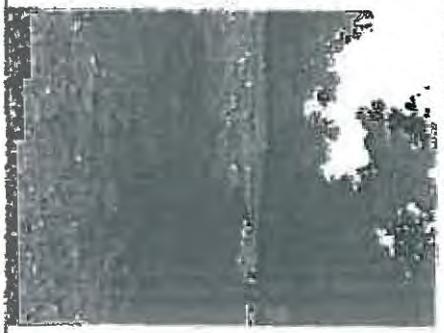
Type of Abatement **Violation Notice / Lien**
Date of Abatement **Thursday, July 30, 2015 2:32:00 PM**
Officer on Site **Toby Lankford**
Supervisor on Job **Mike Hicklin**
Employee
Employee **Mike Hicklin**

MH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper, 743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping
752 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$27.42
Total Employee Cost	\$27.42
Equipment Cost per hour	\$190.00
Total Equipment Cost	\$190.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$465.42
Final Photos	Attached Data



Final Photos

Attached Data



SENDER'S COMPLETION SECTION

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

1. Article Addressed to:

Jimmy C. Raulo
1213 W. Green, Apt. A
Springdale, AR 72764

DELIVERER'S COMPLETION SECTION

- A. Signature Agent
Kellie Raulo Address
- B. Received by (Printed Name) Date of Delivery
Kellie Raulo 11
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail® Priority Mail Express™
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
PS Form 3811, July 2013

7014 1200 0001 0759 0566
Domestic Return Receipt

SENDER'S COMPLETION SECTION

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

1. Article Addressed to:

Mr. Mike Pote, Registered Agent
M.G. and B.I. Pote Family, LLC
5405 Wacker Rd.
Fayetteville, AR 72704

DELIVERER'S COMPLETION SECTION

- A. Signature Agent
Michael Pote Address
- B. Received by (Printed Name) Date of Delivery
Michael Pote 10-7-13
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail® Priority Mail Express™
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
PS Form 3811, July 2013

7014 1200 0001 0759 0593
Domestic Return Receipt



Office Of The City Attorney

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

October 5, 2015

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
and REGULAR MAIL

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Linda Maxine Sams
a/k/a Linda Maxine Martindale
1504 Burton Lane
Rogers, AR 72756

Velva Darlene Cline
10272 Devore Dr.
Harrison, AR 72601

RE: Notice of clean-up lien on property located at 1903 Powell,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
28786-000

Dear Heirs of Ola Mae Huffmaster:

On June 3, 2014 and April 28, 2015, notice was posted on property located at
1903 Powell, Springdale, Arkansas, that the property was in violation of
Springdale City Ordinance 42-77, 42-78, 90-37.1 and 90-69, and needed to be
remedied within seven (7) days. Notice was mailed to the owner of record on
June 4, 2014 and April 28, 2015, that the City intended to seek a clean-up lien on
this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not
remedied.

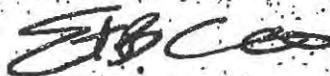
No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about April 28, 2015 and July 16, 2015. As of this date, the total costs incurred
by the City of Springdale to clean this property are \$930.49. I have enclosed
copies of invoices evidencing the abatement costs incurred and paid by the City of
Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-
54-903(c)(4), administrative fees may be added to the total costs incurred by the
City of Springdale, which will include certified mailing fee in the amount of
\$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County
Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$943.97, which includes \$930.49 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Ernest B. Cate
City Attorney

enclosures
EBC:ch

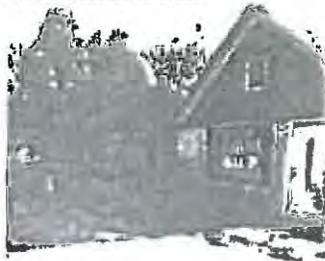


City of Springdale Code Enforcement

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

CITY ABATEMENT - Tuesday, April 28, 2015 1:03:13 PM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	4/28/2015 1:03:13 PM
Property Address	1903 Powell
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Tuesday, April 28, 2015 1:03:00 PM

Officer on Site

Tina Haden

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin, Henry Hernandez

MH Benefit Rate

\$27.42

HH Benefit Rate

\$18.65

Method of Compliance

1 Method of Compliance

Property Clean Up - Junk and Trash

Equipment Used

Equipment

743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping

743 Kubota

\$65.00

6030 Service Truck-Landscaping

\$35.00

6031 Service Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

8

Temporary Labor Cost

\$96.00

Employee Cost per hour **\$46.07**
Total Employee Cost **\$46.07**
Equipment Cost per hour **\$135.00**
Total Equipment Cost **\$135.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$477.07**
Final Photos **Attached Data**



Final Photos

Attached Data



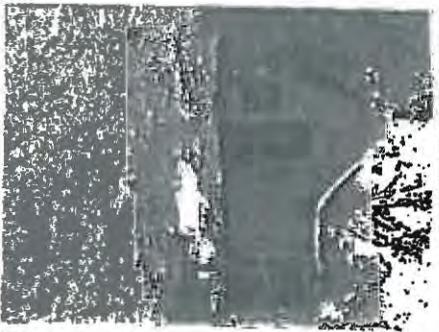
Final Photos

Attached Data



Final Photos

Attached Data





City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

CITY ABATEMENT - Thursday, July 16, 2015 1:24:08 PM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	7/16/2015 1:24:08 PM
Property Address	1903 Powell
Before Picture	Attached Data

Before Picture



Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Thursday, July 16, 2015 1:24:00 PM

Officer on Site

Toby Lankford

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin

MH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance

Mowing

Equipment Used

Equipment

752 Grasshopper,743 Kubota,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping

752 Grasshopper

\$55.00

743 Kubota

\$65.00

6030 Service Truck-

\$35.00

Landscaping

6031 Service Truck-

\$35.00

Landscaping

Time of Abatement in

1

Hours

Number of Temporary

3

Laborers

Temporary Labor Cost

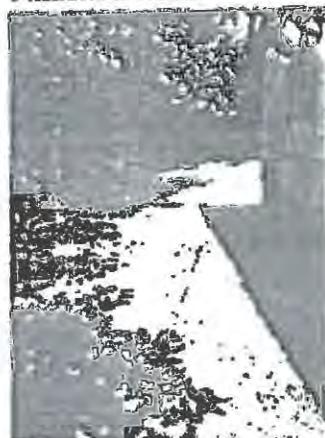
\$36.00

Employee Cost per hour \$27.42
Total Employee Cost \$27.42
Equipment Cost per hour \$190.00
Total Equipment Cost \$190.00
Mobilization Fee \$200.00
Extra materials cost \$0.00
Total Cost of Abatement \$453.42
Final Photos Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



SENDER COMPLETE THIS SECTION

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

1. Article Addressed to:

Vetera Dentone Clinic
18272 Doreens Dr.
Bartleson, AR 72601

RECIPIENT COMPLETE THIS SECTION ONLY

A. Signature

Vetera Dentone Clinic

Agent

B. Received by (Printed Name)

Q. R. A. L. E. N. E. C. L. I. N. I. C.

Addressee

C. Date of Delivery

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

3. Service Type

Certified Mail®

Registered

Insured Mail

Priority Mail Express™

Return Receipt for Merchandise

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label)

7014 1200 0001 0759 0333

PS Form 3811, July 2013

Domestic Return Receipt



Office Of The City Attorney

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

September 15, 2015

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED and
REGULAR MAIL

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

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Dear Property Owner/Lienholder:

On May 7, 2014, notice was posted on property located at 2403 Sycamore Place,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 7, 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 August 17, 2015. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$406.42. I have enclosed copies of invoices
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.74 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$419.90, which includes \$406.42 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures

SS:ch



City of Springdale Code Enforcement

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

CITY ABATEMENT - Monday, August 17, 2015 9:41:44 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	8/17/2015 9:41:44 AM
Property Address	2403 sycamore
Before Picture	Attached Data



Before Picture

Attached Data



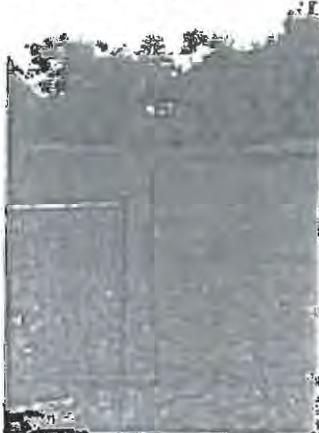
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Monday, August 17, 2015 9:41:00 AM

Officer on Site

Mike Sidney

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin

MH Benefit Rate

\$27.42

Method of Compliance

1 Method of Compliance Mowing

Equipment Used

Equipment

748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping

748 Grasshopper

\$55.00

743 Kubota

\$65.00

6031 Service Truck-

\$35.00

Landscaping

Time of Abatement in Hours

1

Number of Temporary Laborers

2

Temporary Labor Cost

\$24.00

Employee Cost per hour

\$27.42

Total Employee Cost

\$27.42

Equipment Cost per hour **\$155.00**
Total Equipment Cost **\$155.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$406.42**
Final Photos **Attached Data**



Final Photos **Attached Data**



Final Photos **Attached Data**



Final Photos

Attached Data



SENDER'S COMPLETE RETURN INFORMATION

ADDRESSEE'S RETURN OR RETURN INFORMATION

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

1. Article Addressed to:

ALL & JUANITA C. BOWERS
3704 Johnson Rd
Springdale, AR 72764

A. Signature

X *Cathy Bowers*

Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

Certified Mail®

Priority Mail Express™

Registered

Return Receipt for Merchandise

Insured Mail

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number
(Transfer from service label)

7014 1200 0001 0759 0173

PS Form 3811, July 2013

Domestic Return Receipt



USPS Tracking®



Customer Service >
Have questions? We're here to help.



Get Easy Tracking Updates >
Sign up for My USPS.

Tracking Number: 70141200000107590180

Updated Delivery Day: Saturday, September 19, 2015

Product & Tracking Information

Available Actions

Postal Product:

Features:
Certified Mail®

DATE & TIME	STATUS OF ITEM	LOCATION
September 21, 2015 , 2:07 pm	Delivered	COPPELL, TX 75019

Your item was delivered at 2:07 pm on September 21, 2015 in COPPELL, TX 75019.

September 19, 2015 , 11:06 am	Business Closed	COPPELL, TX 75019
September 19, 2015 , 8:28 am	Out for Delivery	COPPELL, TX 75019
September 19, 2015 , 8:13 am	Sorting Complete	COPPELL, TX 75019
September 19, 2015 , 7:46 am	Arrived at Unit	COPPELL, TX 75019
September 19, 2015 , 1:15 am	Departed USPS Facility	NTX P&DC
September 18, 2015 , 8:17 am	Arrived at USPS Facility	NTX P&DC
September 17, 2015 , 1:31 am	Departed USPS Facility	FAYETTEVILLE, AR 72701
September 16, 2015 , 10:25 pm	Arrived at USPS Facility	FAYETTEVILLE, AR 72701

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

Sign up for My USPS >





Office Of The City Attorney

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

sparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

September 15, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

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

Dear Property Owner:

On April 8, 2015, notice was posted on property located at 1615 Theodore, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on April 9, 2015, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about August 17, 2015. As of this date, the total costs incurred by the City of Springdale to clean this property are \$406.42. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(o)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$413.16, which includes \$406.42 for cleaning up the property and \$6.74 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures:
SS:eh



City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

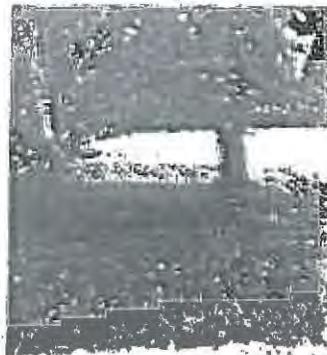
CITY ABATEMENT - Monday, August 17, 2015 2:54:07 PM (646 CITY ABATEMENT)

User Name 646 CITY ABATEMENT
User # 4797993582
Form Started 8/17/2015 2:54:07 PM
Property Address 1615 Theodore
Before Picture Attached Data

Before Picture



Attached Data



Type of Abatement	Violation Notice / Lien
Date of Abatement	Monday, August 17, 2015 2:54:00 PM
Officer on Site	Bobby Nivens
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin

MH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	748 Grasshopper, 743 Kubota, 6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$27.42
Total Employee Cost	\$27.42
Equipment Cost per hour	\$155.00
Total Equipment Cost	\$155.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$406.42
Final Photos	Attached Data



Final Photos

Attached Data



SEND TO: COMPANY/STATE ZIP AREA CITY

SEND TO: COMPANY/STATE ZIP AREA CITY

2. Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
a) Print your name and address on the reverse so that we can return the card to you.
b) Attach this card to the back of the marketplace, **-or-** on the front if space permits.

1. Article Addressed to:

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

A. Signature Agent
X *McLennan* Addressee
B. Restricted Delivery Return Receipt for Merchandise
RECEIVED
C. Is delivery address same as front item? Yes No
If YES, write delivery address below:

SEP 21 2015

3. Service Type Priority Mail Express™
 Registered Mail Registered Mail Restricted for Merchandise
 Insured Mail Registered Mail Restricted on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number
(Transfer from service label)
PS Form 3811, July 2013

7014 1200 0001 0759 0029
Domestic Return Receipt



Office Of The City Attorney

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

October 6, 2015

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

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Marta L. Gomez
1430 Tolleson Loop, #A
Springdale, AR 72764

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

RE: Notice of clean-up lien on property located at 1430A Tolleson Loop, Springdale, Washington County, Arkansas, Tax Parcel No. 815-36707-000

Dear Property Owner/Lienholder:

On June 19, 2015, notice was posted on property located at 1430A Tolleson Loop, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 29, 2015, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 24, 2015. As of this date, the total costs incurred by the City of Springdale to clean this property are \$376.42. I have enclosed copies of invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$389.90, which includes \$376.42 for cleaning up the property and \$13.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

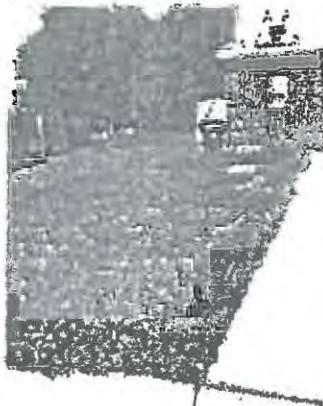


City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/755-7712

CITY ABATEMENT - Friday, July 24, 2015 10:50:05 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	7/24/2015 10:50:05 AM
Property Address	1430a tolleson
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



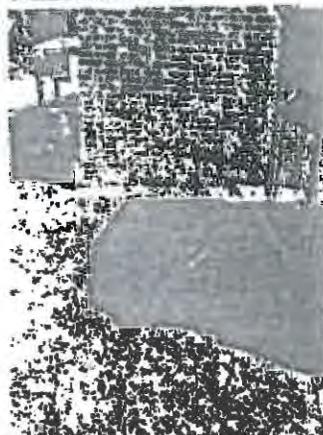
Type of Abatement	Violation Notice / Lien
Date of Abatement	Friday, July 24, 2015 10:50:00 AM
Officer on Site	Toby Lankford
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$27.42
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping
752 Grasshopper	\$55.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$27.42

Total Employee Cost **\$27.42**
Equipment Cost per hour **\$125.00**
Total Equipment Cost **\$125.00**
Mobilization Fee **\$200.00**
Extra materials cost **\$0.00**
Total Cost of Abatement **\$376.42**
Final Photos **Attached Data**



Final Photos

Attached Data



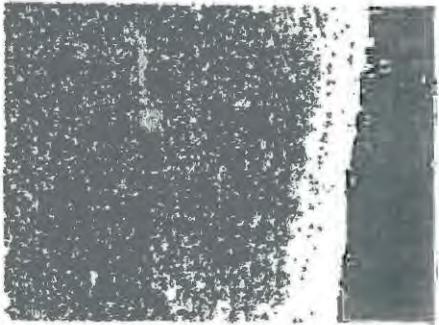
Final Photos

Attached Data



Final Photos

Attached Data



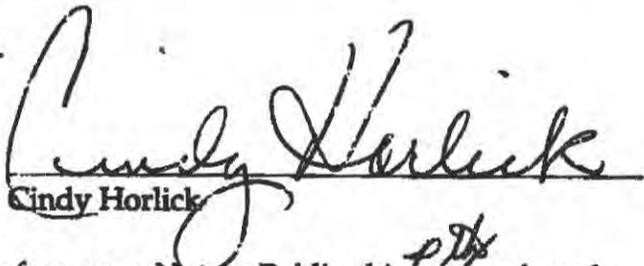
AFFIDAVIT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

I, Cindy Horlick, upon my oath, state as follows:

1. That I am the Administrative Assistant/Paralegal for the Springdale City Attorney's Office.
2. That on October 13, 2015 I spoke with Marta Gomez, owner of property at 1430A Tolleson Lope, regarding the letter she received from the City Attorney's Office on October 6, 2015.
3. I explained to her why the letter had been sent to her and also explained to her that she would have an opportunity to address City Council on November 10, 2015 should she wish to contest the abatement invoice.

FURTHER, affiant sayeth naught.

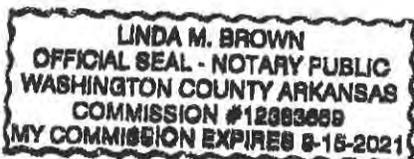

Cindy Horlick

SUBSCRIBED AND SWORN to before me, a Notary Public, this 17th day of November, 2015.

My Commission Expires:

9/15/21


Notary Public



SENDER COMPLETE THIS SECTION

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

1. Article Addressed to:

Arvest Mortgage Company
c/o Ken E. Calhoun, Registered Agent
One Riverfront Place - Eighth Floor
North Little Rock, AR 72114

WHEN DELIVERED, SIGN AND DATE

Julie Brouwer Agent
Julie Brouwer Addressee
B. Delivered by Registered Mail Date of Delivery
Julie Brouwer 10/18/13 No
C. Date of Delivery
D. Is delivery address different from item 1? Yes
If YES, enter delivery address below No

2. Service Type

Certified Mail Priority Mail Express
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7014 J200 0003 0759 0456

(Transfer from service label)

Domestic Return Receipt

PS Form 3811, July 2013



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764

Phone (479) 756-5900

Fax (479) 750-4732

www.springdalear.gov

Writer's Email

sparkman@springdalear.gov

October 6, 2015

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

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Joel David Cortez Barrera
And Juan Ramon Barrera
1566 Tolleson Loop, #A
Springdale, AR 72764

Gloria N. Barrera Cruz
2353 N. Lowell Rd., A101
Springdale, AR 72764

Bank of Oklahoma, N.A.
a/k/a BOKF, National Association
c/o The Corporation Company, Registered Agent
d/b/a CT Corporation
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72205

RE: Notice of clean-up lien on property located at 1566 Tolleson Loop,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
36702-000

Dear Property Owners/Lienholder:

On June 16, 2015 and June 24, 2015, notice was posted on property located at 1566 Tolleson Loop, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 24, 2015, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 20, 2015. As of this date, the total costs incurred by the City of

Springdale to clean this property are \$376.42. I have enclosed copies of invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$396.64, which includes \$376.42 for cleaning up the property and \$20.22 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 the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

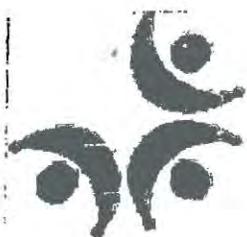
Sincerely,


Sarah Sparkman
Deputy City Attorney

enclosures

SS:ch

cc: Dyke, Goldsholl & Winzerling, P.L.C.
415 N. McKinley, Suite 1177
Little Rock, AR 72205
Your Reference No.: DGW 79849D-1



City of Springdale Code Enforcement

210 Spring Street - Springdale, AR 72764 - Office 479/766-7712

CITY ABATEMENT - Monday, July 20, 2015 1:19:44 PM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	7/20/2015 1:19:44 PM
Property Address	1586 tolleson
Before Picture	Attached Data



Before Picture

Attached Data



Total Employee Cost \$27.42
Equipment Cost per hour \$125.00
Total Equipment Cost \$125.00
Mobilization Fee \$200.00
Extra materials cost \$0.00
Total Cost of Abatement \$376.42
Final Photos Attached Data



Final Photos Attached Data



Final Photos Attached Data



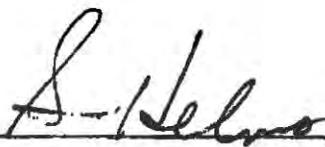
AFFIDAVIT

STATE OF ARKANSAS)
)SS
COUNTY OF WASHINGTON)

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

1. That I am the Investigator for the Springdale City Attorney's Office.
2. That on October 6, 2015, the City Attorney's Office attempted to mail a letter to Joel David Barrera Cortez, by certified mail and regular mail; however, the certified letter was returned "Insufficient Address, Unable to Forward."
3. That on Friday, October 23, 2015, I made contact with Joel David Barrera Cortez at 1566A Tolleson Loop, Springdale, Arkansas, and provided him with a copy of the lien letter dated October 9, 2015.

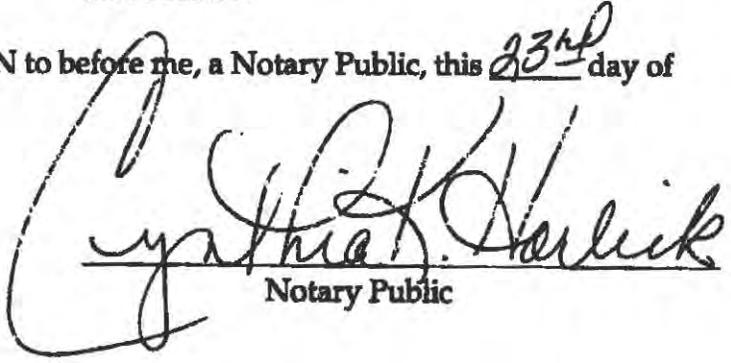
FURTHER, affiant sayeth naught.



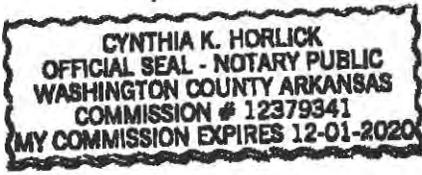
Steve Helms

SUBSCRIBED AND SWORN to before me, a Notary Public, this 23rd day of October, 2015.

My Commission Expires:
12/1/2020



Notary Public



SECTION 1 - COMPLETE THIS SECTION

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

1. Article Addressed to:

Bank of Oklahoma, N.A.
Attn: BOXE, National Association
c/o The Corporation Company, Registered Agent
d/b/a CT Corporation
124 W. Capital Ave., Suite 1900
Little Rock, AR 72205

SECTION 2 - COMPLETE THIS SECTION ON THE REVERSE

A. Signature

XCT CORPORATION

Agent
 Addressee

B. Restricted by "Order Type"
NCT 09 2015

C. Date of Delivery

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

3. Service Type

Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
PS Form 3811, July 2013

7014 1200 0001 0759 0425

Domestic Return Receipt



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 759-4732
www.springdalear.gov
Writer's Email:
esparicman@springdalear.gov

October 6, 2015

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

Ernest B. Cate
City Attorney

Taylor Samples
Senior Deputy
City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Bebedrest
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Jason B. Riggins
300 Wright Ave.
Springdale, AR 72764

Bank of Oklahoma, N.A.
a/k/a BOKF, National Association
c/o The Corporation Company, Registered Agent
d/b/a CT Corporation
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72205

U.S. Bank, National Association
c/o The Corporation Company, Registered Agent
d/b/a CT Corporation
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72205

RE: Notice of clean-up lien on property located at 300 Wright Ave.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
20447-000

Dear Property Owner/Lienholder:

On April 28, 2015, notice was posted on property located at 300 Wright Ave.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and 42-78, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on May 12, 2015, that the City intended
to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if
the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about July 17, 2015. As of this date, the total costs incurred by the City of

Springdale to clean this property are \$1,269.16. I have enclosed copies of invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(e)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.74 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 10, 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, November 10, 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 \$1,289.38, which includes \$1,269.16 for cleaning up the property and \$20.22 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 the addresses above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,


Sarah Sparkman
Deputy City Attorney

enclosures

SS:ch

cc: Dyke, Goldsholl & Winzerling, P.L.C.
415 N. McKinley, Suite 1177
Little Rock, AR 72205
Your Reference No.: DGW 79849D-1



City of Springdale Code Enforcement

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

CITY ABATEMENT - Friday, July 17, 2015 8:36:35 AM (646 CITY ABATEMENT)

User Name	646 CITY ABATEMENT
User #	4797993582
Form Started	7/17/2015 8:36:35 AM
Property Address	300 wright
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Friday, July 17, 2015 8:36:00 AM

Officer on Site

Toby Lankford

Supervisor on Job

Mike Hicklin

Employee

Employee

Mike Hicklin, Peter Wilson, Rod Dorsey

MH Benefit Rate

\$27.42

MT Benefit Rate

\$16.24

RD Benefit Rate

\$17.92

Method of Compliance

1 Method of Compliance

Property Clean Up - Junk and Trash

Equipment Used

Equipment

752 Grasshopper, 743 Kubota, 660/652 New Bulky Waste Truck, 6028 Service Pick Up Truck, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping

752 Grasshopper

\$55.00

743 Kubota

\$85.00

660 New Bulky Waste

\$200.00

Truck

6028 Service Pick Up Truck

\$35.00

6030 Service Truck-

\$35.00

Landscaping

6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	4
Temporary Labor Cost	\$96.00
Employee Cost per hour	\$61.58
Total Employee Cost	\$123.16
Equipment Cost per hour	\$425.00
Total Equipment Cost	\$850.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$1269.16
Final Photos	Attached Data



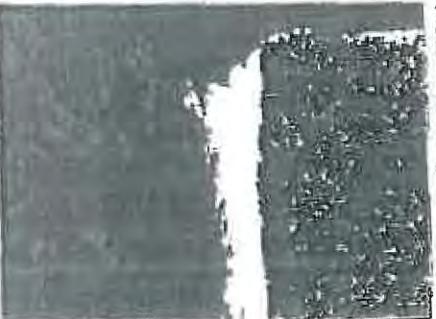
Attached Data

Final Photos



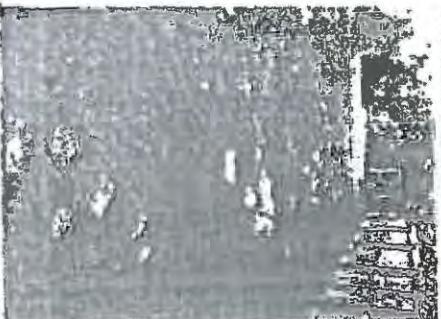
Final Photos

Attached Data



Final Photos

Attached Data





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Tracking Number: 70141200000107690357

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

DATE & TIME

STATUS OF ITEM

LOCATION

October 7, 2015 , 10:50 am

Notice Left (No Authorized Recipient Available)

SPRINGDALE, AR 72764

We attempted to deliver your item at 10:50 am on October 7, 2015 in SPRINGDALE, AR 72764 and a notice was left because an authorized recipient was not available. You may arrange redelivery by visiting <http://www.usps.com/redelivery> or calling 202-261-0800. USPS, or may pick up the item at the Post Office indicated in the notice. If this item is unclaimed by November 3, 2015 then it will be returned to sender.

Available Actions

Text Updates

Email Updates

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

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- National Postal Museum
- Resources for Developers

LEGAL INFORMATION

- Privacy Policy
- Terms of Use
- FOIA
- No FEAR Act EEO Data

SEND TO COMPLETE THIS SECTION

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

1. Article Addressed to:
 Bank of Oklahoma, N.A.
 c/o The BOKS, National Association
 c/o The Corporation Company, Registered Agent
 d/b/a CT Corporation
 124 W. Capital Ave., Suite 1900
 Little Rock, AR 72205

COMPLETE THIS SECTION ONLY

- A. Signature Agent Address
- CT CORPORATION** C. Date of Delivery
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

- 3. Service Type
 Certified Mail® Priority Mail Express®
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery
- 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number **7034 1200 0001 0759 0371**
 (Transfer from service label)
 PS Form 3811, July 2013 Domestic Return Receipt

SEND TO COMPLETE THIS SECTION

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

1. Article Addressed to:
 C. S. Bank, National Association
 c/o The Corporation Company, Registered Agent
 d/b/a CT Corporation
 124 W. Capital Ave., Suite 1900
 Little Rock, AR 72205

COMPLETE THIS SECTION ONLY

- A. Signature Agent Address
- CT CORPORATION** C. Date of Delivery
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

- 3. Service Type
 Certified Mail® Priority Mail Express®
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery
- 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number **7034 1200 0001 0759 0364**
 (Transfer from service label)
 PS Form 3811, July 2013 Domestic Return Receipt



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Customer Service ›
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Tracking Number: 70141200000107590367

Product & Tracking Information

Postal Product:

Features:
Certified Mail™

Available Actions

Text Updates

Email Updates

DATE & TIME	STATUS OF ITEM	LOCATION
October 7, 2015, 10:50 am	Noice Left (No Authorized Recipient Available)	SPRINGDALE, AR 72764

We attempted to deliver your item at 10:50 am on October 7, 2015 in SPRINGDALE, AR 72764 and a notice was left because an authorized recipient was not available. You may arrange redelivery by visiting <http://www.usps.com/track/live> or calling 304-533-2USPS, or may pick up the item at the Post Office indicated in the notice. If this item is unclaimed by November 9, 2015 then it will be returned to sender.

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

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- Careers

OTHER USPS SITES

- Business Customer Gateway
- Postal Inspectors
- Inspector General
- Postal Explorer
- National Postal Museum
- Resources for Developers

LEGAL INFORMATION

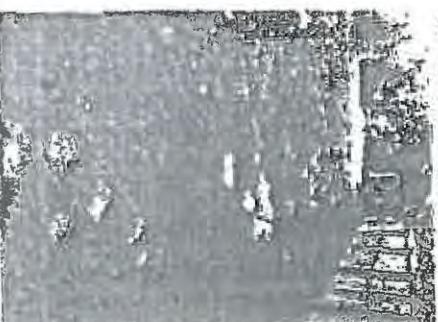
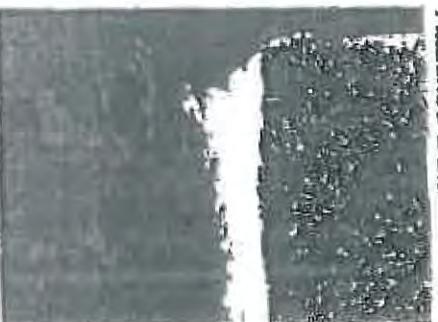
- Privacy Policy
- Terms of Use
- FOIA
- No FEAR Act EEO Data

Final Photos

Final Photos

Attached Data

Attached Data



6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	4
Temporary Labor Cost	\$96.00
Employee Cost per hour	\$61.58
Total Employee Cost	\$123.16
Equipment Cost per hour	\$425.00
Total Equipment Cost	\$850.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$1269.16
Final Photos	Attached Data



Final Photos

Attached Data

