

This SCHEDULED COMMITTEE MEETING will be held in the Council Chambers, first floor of the City Administration Building, at 201 Spring Street:

- **Monday, January 19<sup>th</sup>, 5:30 p.m. is the next Committee meetings.**
  - **Committee agendas will be available on Friday, Jan 16<sup>th</sup>, 2015**

SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JANUARY 13<sup>TH</sup>, 2015

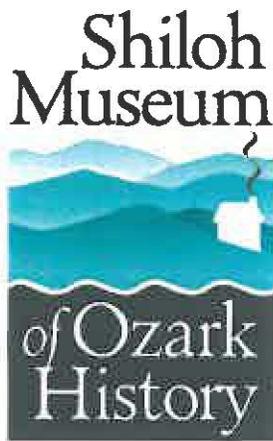
5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – **Mayor Sprouse**

**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. Reports  
  
Shiloh Museum 4<sup>th</sup> Quarter Report 2014 **Pg.'s 3-4**
6. Approval of Minutes
  - a) December 9<sup>th</sup>, 2014 **Pg.'s 5-20**
7. Procedural Motions
  - A. Entertain Motion to read all Ordinances and Resolutions by title only.
  - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....* **15 A, B, C & 16.** (Motion must be approved by two-thirds (2/3) of the council members).
8. **A Resolution** making appointments to the Springdale Airport Commission of the City of Springdale, presented by Wyman Morgan, Director of Admin & Financial Services. **Pg.'s 21-22**
9. **A Resolution** making appointments to the Advertising and Promotion Commission of the City of Springdale, presented by Mayor Doug Sprouse. **Pg. 23**
10. **A Resolution** making a reappointment to the Public Facilities Board of the City of Springdale, presented by Mayor Doug Sprouse. **Pg.'s 24-25**
11. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for design services with Garver Engineers for a Trail from the Jones Center through the industrial area under Don Tyson Parkway and connecting to the Botanical Gardens known as Dean's Trail, presented by Councilwoman Kathy Jaycox. **Pg.'s 26-27**
12. Finance Committee Report and Recommendations by Chairman Eric Ford:  
  
**A Resolution** authorizing the execution of a copier and printer lease agreement with Corporate Business Systems. (Committee recommended approval) **Pg.'s 28-37**

13. Personnel Committee Report and Recommendations by Chairperson Kathy Jaycox:  
  
**A Resolution** amending Section 3.3, Uniforms and Personal Appearance, of the Personnel and Procedures Manual for the City of Springdale, Arkansas. (Committee recommended approval) **Pg. 38**
14. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
  - A. **A Resolution** authorizing the City Attorney to begin condemnation proceedings on property owned by National Brands Leasing (Parcel #815-29552-000) on the Johnson Road Improvements Project (CP-0808). (Committee recommended approval) **Pg. 39**
  - B. **A Resolution** authorizing the acquisition of property located at 5579 Har-Ber Avenue for the 56<sup>th</sup> Street Project, 12BPS6 (Bleaux Avenue to Har-Ber Avenue). (Committee recommended approval) **Pg.'s 40-42**
15. Planning Commission Recommendations by Patsy Christie, Planning & Community Development Director.
  - A. **An Ordinance** amending Article 2, Section 10 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency; and for other purposes. **Pg.'s 43-44**
  - B. **An Ordinance** amending Article 2, Section 12 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency; and for other purposes. **Pg.'s 45-46**
  - C. **An Ordinance** amending Chapter 110, Article VI. Street Names and Address Number; to change the name of an existing street. **Pg. 47**
16. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas, presented by Ernest Cate, City Attorney. **Pg.'s 48-74**
17. Comments from Department Heads.
18. Comments from Council Members.
19. Comments from City Attorney.
20. Comments from Mayor Sprouse.
21. Adjournment.



118 W. Johnson Avenue  
 Springdale, AR 72764  
 479-750-8165  
 shiloh@springdalear.gov  
 www.shilohmuseum.org

**Shiloh Museum of Ozark History  
 Fourth Quarter 2014  
 Statistical Report**

	<b>Oct. 2014</b>	<b>Nov. 2014</b>	<b>Dec. 2014</b>	<b>4<sup>th</sup> Qtr. Totals</b>
Walk-in visitors <sup>1</sup>	376	362	281	1,019
Children's program attendance	2,609	3,237	2,192	8,038
Adult program attendance	502	347	359	1,208
Group facility use	171	151	170	492
Researchers	41	33	26	100
iTunesU/YouTube downloads	1,132	1,168	2,026	4,326
<b>TOTAL AUDIENCE SERVED</b>	<b>4,831</b>	<b>5,298</b>	<b>5,054</b>	<b>15,183</b>
New/renewed members	39	31	32	102
Membership income	\$2,015	\$1,920	\$2,945	\$6,880
Volunteer hours given	311.5	351	272.5	935
Value <sup>2</sup> of volunteer hours	\$5,897	\$6,644	\$5,158	\$17,700
Endowment gifts	\$0	\$1,000	\$520	\$1,250
Store revenue	\$1,600	\$1,500	\$1,249	\$4,349
Other revenue <sup>3</sup>	\$2,551	\$709	\$5,572	\$8,832
In-kind donations of materials	\$106	\$300	\$48	\$454
<sup>1</sup> Visitors' residence				
Springdale	77	80	60	217
Other Northwest Arkansas	71	171	109	351
Other Arkansas	47	24	18	89
Other states	150	78	87	315
Alabama, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming [missing only Hawaii, Rhode Island, & Vermont]				
Other countries	31	9	6	46
Argentina, Australia, Austria, Brazil, Canada, Chile, China, Columbia, England, France, Germany, Iran, Iraq, Ireland, Japan, Kenya, Kuwait, Libya, Mexico, Morocco, Mozambique, Nepal, Netherlands, Panama, Puerto Rico, Russia, Saudi Arabia, South Korea, Sweden, Switzerland, Vietnam				
<sup>2</sup> Independent Sector 2013 valuations; <sup>3</sup> Earned income and contributions				

*The Shiloh Museum of Ozark History serves the public by providing resources for finding meaning, enjoyment, and inspiration in the exploration of the Arkansas Ozarks.*



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## Upcoming Museum Events

**Through Jan. 10:** *Just Doing My Work*, an exhibit of paintings by folk artist Essie Ward.

**Through May 2, 2015.** *A Boy's Toys*, an exhibit of toys from the 1930s and 1940s from the museum's Orville Hall Jr. Collection.

**Through May 16.** "Lime Light," a photo exhibit about the history of the lime industry in the Arkansas Ozarks, with specific concentration on the quarries and kilns at Johnson (Washington County) and the dangers the workers faced.

**January 10, 10am – 2pm.** Cabin Fever Reliever, our annual celebration of the New Year, featuring local collectors and their collections.

**January 21, 12pm – 1pm.** "Disappearing Ground: Karst, Sinkholes, Caves, and More," a program on the limestone geology of the Ozark Mountains by Arkansas Master Naturalist Denis Dean.

**January 26 through January 2016.** *Out of the Darkroom*, a photo exhibit featuring images from the museum collection chosen by photographer Don House.

**February 14, 10-5.** Awards ceremony & program by the Marion Chapter of the Daughters of the American Revolution.

**February 18, 12pm – 1pm.** "Kith, Kin, and Claims on Chicken Bristle Mountain," a program about the effects of the Civil War on a Washington County community, by Shiloh Museum outreach coordinator Susan Young.

**March 18, 12pm – 1pm.** "Preserving Our Heritage: Documenting Historic Arkansas Cemeteries," a program by Kathy Cande, senior archeologist with the Arkansas Archeological Survey.

*The Shiloh Museum of Ozark History serves the public by providing resources for finding meaning, enjoyment, and inspiration in the exploration of the Arkansas Ozarks.*

SPRINGDALE CITY COUNCIL  
DECEMBER 9, 2014

The City Council of the City of Springdale met in regular session on December 9, 2014, 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
Brad Bruns	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
Kathy O'Kelley	Police Chief
Rick McWhorter	Parks Director
Mike Irwin	Fire Chief
Mike Chamlee	Buildings Director
Sam Goade	Public Works Director
Mark Gutte	IT Director
Brad Baldwin	Engineering Director

RECOGNITIONS BY VFW

Clint Chastain and Randy George, Veterans of Foreign War, presented awards recognizing Springdale Fire Department Captain Matt Chanaca and Springdale Police Department Patrolman Travis Beyer for their service.

RECOGNITION OF MONITOR ELEMENTARY STUDENTS

Teresa Goade, Monitor Elementary 2<sup>nd</sup> Grade Teacher, introduced some of her students and their families to City Council because they are interested in learning about city government.

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the November 25, 2014 City Council meeting be approved as presented. Alderman Evans made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

PUBLIC HEARING - ORDINANCE NO. 4868 – RELEASING, VACATING AND ABANDONING A UTILITY EASEMENT LOCATED AT 514 AND 540 BUTTERFIELD COACH ROAD IN SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a utility easement located at 514 and 540 Butterfield Coach Road in Springdale, Washington County, Arkansas. Remington Place of Springdale, LLC, is the petitioner.

There were no comments made at the Public Hearing.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4868.

RESOLUTION NO. 174-14 – MAKING APPOINTMENTS TO THE SHILOH MUSEUM BOARD OF TRUSTEES FOR THE CITY OF SPRINGDALE

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

**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 individuals listed below are hereby appointed to the Shiloh Museum Board of Trustees with the terms indicated:

SPRINGDALE CITY COUNCIL  
DECEMBER 9, 2014

<u>Name</u>	<u>First Term</u>
Rubicely Hamandez	1/1/15 to 12/31/15
	<u>Second Term</u>
April Rusch	1/1/15 to 12/31/16
Jonathan Perrodin	1/1/15 to 12/31/16
Jason House	1/1/15 to 12/31/16
Brad Henry	1/1/15 to 12/31/16
Samantha Bull	1/1/15 to 12/31/16
David Beauchamp	1/1/15 to 12/31/16

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 174-14.

**RESOLUTION NO. 175-14 – RE-APPOINTING CHRIS WEISER TO THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS CONSERVATION AUTHORITY**

Wyman Morgan presented a Resolution re-appointing Chris Weiser to the Board of Directors of the Northwest Arkansas Conservation Authority.

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

**A RESOLUTION RE-APPOINTING CHRIS WEISER TO THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS CONSERVATION AUTHORITY**

**WHEREAS**, with the adoption of Ordinance No. 3222 on July 23, 2002, the City of Springdale became an initial member of the Northwest Arkansas Conservation Authority; and

**WHEREAS**, Chris Weiser has served on this Authority since September of 2002 and is in a strategic position to provide critical cooperation in long range planning between this Authority and the Springdale Water Utilities; and

**WHEREAS**, it is the recommendation of the Mayor that Chris Weiser be re-appointed to the Board of Directors of the Northwest Arkansas Conservation Authority;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE ARKANSAS**, that Chris Weiser is re-appointed to the Board

SPRINGDALE CITY COUNCIL  
DECEMBER 9, 2014

of Directors of the Northwest Arkansas Conservation Authority with a six (6) year term expiring on December 31, 2020.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014.

\_\_\_\_\_  
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: Lawson, Evans, Reed, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 175-14.

ORDINANCE NO. 4869 - AMENDING SECTION 22-91 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, AND TO ADOPT THE 2014 NATIONAL ELECTRICAL CODE IN ITS ENTIRETY; AND FOR OTHER PURPOSES

Alderman Mike Overton presented an Ordinance amending Section 22-91 of the Code of Ordinances of the City of Springdale, Arkansas, and to adopt the 2014 National Electrical Code in its entirety and for other purposes.

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

The vote:

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

No: None

The Ordinance was numbered 4869.

PROPOSED RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR DESIGN SERVICES WITH GARVER ENGINEERS FOR A TRAIL FROM THE JONES CENTER THROUGH THE INDUSTRIAL AREA UNDER DON TYSON PARKWAY AND CONNECTING TO THE BOTANICAL GARDENS KNOWN AS DEAN'S TRAIL

Alderman Rick Evans presented a proposed Resolution authorizing the Mayor and City Clerk to enter into a contract for design services with Garver Engineers for a trail from the Jones Center through the industrial area under Don Tyson Parkway and connecting to the Botanical Gardens known as Dean's Trail.

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

Chris Weiser, Chairman of the Trails Committee, explained there is a Master Trail Plan that identifies the city's vision for trails to connect schools, parks and neighborhoods throughout the city and to connect to the Razorback Greenway. Dean's Trail will cross Highway 265 and Emma Avenue. The long term hope is in the future this will become the preferred route. Based on the complexity of this project and the availability of staff to do the work, the Trails Committee is recommending that Garver Engineers be contracted to design Dean's Trail. The cost of the contract for design is not to exceed \$297,600.

Alderman Reed said he is totally for this trail but not sure it is the time to spend almost \$300,000 right now.

Jonathan Perrodin, Springdale resident, spoke in favor of this trail saying this is a way to connect a large population on the east side of town to downtown.

Mayor Sprouse feels like this is a good expenditure of the money to get this important trail designed.

The vote:

Yes: Watson, Ford, Evans

No: Reed, Bruns, Overton, Lawson

Motion failed by a vote of 3-4.

RESOLUTION NO. 176-14 – AUTHORIZING THE EXECUTION OF AN  
ENGINEERING SERVICES CONTRACT FOR STREET AND DRAINAGE  
IMPROVEMENTS TO CAMBRIDGE STREET

Alderman Rick Evans presented a Resolution authorizing the execution of an engineering services contract for street and drainage improvements to Cambridge Street from Chapman Avenue to Don Tyson Parkway. USI Consulting Engineers, Inc. has been selected as the most qualified firm.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
ENGINEERING SERVICES CONTRACT FOR STREET AND  
DRAINAGE IMPROVEMENTS TO CAMBRIDGE STREET**

**WHEREAS**, the City of Springdale is planning Street and Drainage Improvements to Cambridge Street from Chapman Avenue to Don Tyson Parkway;

**WHEREAS**, using the procurement procedures required by State Law, the program management team has selected USI Consulting Engineers, Inc. as the most qualified firm;

**WHEREAS**, the contract has been submitted for review using an eight percentage (8%) of construction cost basis for this project plus \$36,050.00 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services, if needed, would be provided as Additional Services at a cost not to exceed \$40,000.00.

**WHEREAS**, project construction has been estimated to be \$2,850,000.00 including the cost of engineering services. The maximum compensation for engineering services is estimated to be \$281,455.00.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** that the Mayor and City Clerk are hereby authorized to execute an engineering services contract with USI Consulting Engineers, Inc. contract for Street and Drainage Improvements to Cambridge Street.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014

\_\_\_\_\_  
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: Bruns, Watson, Overton, Ford, Lawson, Evans, Reed

No: None

The Resolution was numbered 176-14.

**RESOLUTION NO. 177-14 – APPROPRIATING CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF SPRINGDALE FIRE DEPARTMENT**

Alderman Rick Evans presented a Resolution appropriating capital improvement funds for the City of Springdale Fire Department. Since the construction of Fire Station No. 7 has been delayed, the funds spent from the Fire Department Bond Construction Fund need to be reimbursed in the amount of \$472,059.04.

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

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

**WHEREAS,** the City of Springdale purchased property and completed the design of Fire Station No. 7 with funds from the Fire Department Bond Construction Fund, and;

**WHEREAS,** after a review of the General Fund revenue growth for the last few years it was determined that we should delay the construction of Fire Station No. 7 until the revenue growth can support the additional operating expenses, and;

**WHEREAS,** since the construction of Fire Station No. 7 has been delayed, the funds spent from the Fire Department Bond Construction Fund need to be reimbursed;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** that \$472,059.04 of capital improvement funds is hereby appropriated for reimbursement to the Fire Department Bond Construction Fund for expenditures on Fire Station No. 7.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014.

\_\_\_\_\_  
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: Watson, Overton, Ford, Lawson, Evans, Reed

No: Bruns

The Resolution was numbered 177-14.

RESOLUTION NO. 178-14 – APPROVING THE NEGOTIATED LAND ACQUISITION SETTLEMENT ON TRACT 23 OF THE DON TYSON PARKWAY (40<sup>TH</sup> STREET TO CARLEY ROAD) PROJECT – 12BPS3

Alderman Rick Evans presented a Resolution approving the negotiated land acquisition settlement on Tract 23 of the Don Tyson Parkway (40<sup>th</sup> Street to Carley Road), Project 12BPS3.

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

**A RESOLUTION APPROVING THE NEGOTIATED LAND ACQUISITION SETTLEMENT ON TRACT 23 OF THE DON TYSON PARKWAY (40<sup>TH</sup> STREET TO CARLEY ROAD) PROJECT – 12BPS3**

**WHEREAS**, Staff has worked with the landowners to define the level of disturbance to be caused to the subject property (3297 West Don Tyson Parkway), and

**WHEREAS**, the owners' issues have been addressed with the exception of compensation regarding potential damages to trees along the western property boundary, and

**WHEREAS**, the City's desire on construction projects is to attempt to return the property and any existing site features back to as near original conditions as possible or compensate the owner for its value, and

**WHEREAS**, the owners have convened with the CIP Committee to provide their justification for increased compensation;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are hereby authorized to issue payment to Robert and Beverly Carter in the amount of \$3,683.00 for compensation of the proposed Temporary Construction Easement. This amount will also be considered full compensation for any damages that may occur to trees on their property by activities associated with the Don Tyson Parkway (40<sup>th</sup> to Carley) Street Widening Project.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014

\_\_\_\_\_  
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, Bruns, Watson

No: None

The Resolution was numbered 178-14.

RESOLUTION NO. 179-14 – AUTHORIZING THE SALE OF PROPERTY LOCATED  
AT 6373 WATKINS AVENUE TO TALDO PROPERTIES LLC.

Alderman Jim Reed presented a Resolution authorizing the sale of property located at 6373 Watkins Avenue to Taldo Properties LLC.

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

**A RESOLUTION AUTHORIZING THE SALE OF PROPERTY  
LOCATED AT 6373 WATKINS AVENUE TO TALDO  
PROPERTIES, LLC.**

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

0.75 acres, more or less, located at the southeast corner of Watkins Avenue and S. 64<sup>th</sup> Street, Springdale, Washington County, Arkansas, also known as 6373 Watkins Avenue, Washington County Tax Parcel Number 815-30838-500 ("the Property").

**WHEREAS**, the City acquired the Property by way of an eminent domain action in 2007, and is an uneconomic remnant;

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

**WHEREAS**, Taldo Properties, LLC, has made an offer to purchase the Property from the City for the sum of \$5,000.00;

**WHEREAS**, the amount offered by Taldo Properties, LLC, for the Property is reasonable in that it would allow the proposed buyer to combine the Property with adjacent property it already owns at this particular location;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk of the

City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Taldo Properties, LLC, for the total sum of \$5,000.00.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014.

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

ATTEST:

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

APPROVED:

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

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

Alderman Overton disagreed on the price the City of Springdale was selling it for. He feels like the fair market value of the property would be a lot higher.

The vote:

Yes: Ford, Evans, Reed, Watson

No: Lawson, Bruns, Overton

Mayor Sprouse voted yes.

The Resolution was numbered 179-14.

RESOLUTION NO. 180-14 – ADOPTING AND APPROVING THE 2015 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Planning Director Patsy Christie presented a Resolution adopting and approving the 2015 Annual Action Plan for the Community Development Block Grant Program. The bulk of the money goes into the Housing and Rehab Program.

Mrs. Christie is requesting the amount be increased from \$25,000 to \$30,000 for the housing program. The Department of Housing and Urban Development allows for up to \$40,000 for each project.

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

**A RESOLUTION ADOPTING AND APPROVING THE 2015 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, in accordance with the guidelines established by the Department of Housing & Urban Development for the Community Development Block Grant Program, an Annual Action Plan for the 2015 Program Year has been developed, a copy of which is attached and made a part of the resolution; and

**WHEREAS**, a final public hearing was held before the City Council on December 9, 2014

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

1. That the 2015 Annual Action Plan for use of Community Development Block Grant Funds, a copy of which is attached and made a part as though set out herein word or word, is approved and authorized for submission to the Department of Housing and Urban Development. The plan shall not be submitted until the city is notified of the exact dollar amount the city will receive for the 2015 Program Year. Any increase or decrease in the estimated funds will be added to or taken from the Housing Program.
2. That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the Community Development Block Grant Program.
3. The city shall increase the amount of Community Development Block Grant funds for the Housing Rehabilitation Program from \$25,000 to \$30,000 per qualified single family dwelling.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 180-14.

**ORDINANCE NO. 4870 – AMENDING ARTICLE 2, SECTION 11 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES (REZONING REGULATIONS AND PROCEDURES)**

Planning Director Patsy Christies presented an Ordinance amending Article 2, Section 11 of the Zoning Ordinance of the City of Springdale, Arkansas.

Article 2, Section 11.1 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the regulations and procedures associated with rezoning procedures initiated by private parties. The amendment is to allow the emergency alert technology to be used to notify citizens of rezoning application hearings. The Springdale Alert Notification System will be sent by the City, at least ten (10) days prior to the hearing, by way of the Springdale Alert Notification System to all subscribers within a one (1) mile radius from the property who have opted to receive such notices.

Alderman Overton feels like this should apply to variance and conditional use request applications.

SPRINGDALE CITY COUNCIL  
DECEMBER 9, 2014

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4870.

ORDINANCE NO. 4871 – ACCEPTING THE REPLAT OF LOTS 1 THROUGH 8 IN R.L. HAYES SUBDIVISION, A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Lots 1 through 8 in R.L. Hayes Subdivision, a subdivision to the City of Springdale, Arkansas, and declaring an emergency.

Planning Commission recommended approval at their December 2, 2014 meeting.

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

The vote:

Yes: Bruns, 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, Bruns

No: None

The Ordinance was numbered 4871.

ORDINANCE NO. 4872 – ACCEPTING THE RE-PLAT OF WESTFIELD SUBDIVISION, LOT 2C, PHASE 1, TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Westfield Subdivision, Lot 2C, Phase I, to the City of Springdale, Arkansas, and declaring an emergency.

Planning Commission recommended approval at their December 2, 2014 meeting.

After the reading 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, Bruns, Watson

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4872.

RESOLUTION NO. 181-14 – APPROVING A CONDITIONAL USE APPEAL BY  
MICHAEL AND MARLENE ANDERSON FOR A TANDEM LOT SPLIT AT 10348  
GIBBS ROAD AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Michael and Marlene Anderson for a tandem lot split at 10348 Gibbs Road as set forth in Ordinance No. 4030.

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

**A RESOLUTION APPROVING A CONDITIONAL  
USE AT 10348 GIBBS ROAD AS SET FORTH IN  
ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on December 2, 2014, on a request by Michael & Marlene Anderson for a tandem lot split.

**WHEREAS**, following the public hearing the Planning Commission by a vote of eight (8) yeas and no (0) nays recommends that a conditional use be granted to Michael and Marlene Anderson for a tandem lot split with the following conditions – No conditions set.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Michael and Marlene Anderson for a tandem lot split with the following conditions – No conditions set.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF December, 2014.**

\_\_\_\_\_  
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: Lawson, Evans, Reed, Bruns, Watson, Overton, Ford

No: None

The Resolution was numbered 181-14.

RESOLUTION NO. 182-14 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE 3725 TO AUTOWORKS COLLISION LOCATION AT 700 E. JOHNSON IN CONNECTION WITH N14-15, A NON-LARGE SCALE DEVELOPMENT

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 Autoworks Collision located at 700 E. Johnson in connection with N14-15, a non-large scale development.

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 Overton 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 AUTOWORKS COLLISION IN CONNECTION WITH N14-15 A NON LARGE SCALE DEVELOPMENT AT 700 JOHNSON**

**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 including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N14-15 a Non Large Scale Development for Autoworks Collision located at 700 Johnson 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 N. Cleveland and Laura Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N14-15, a Non Large Scale Development for Autoworks Collision.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF December, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

The vote:

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

No: None

The Resolution was numbered 182-14.

ORDINANCE NO. 4873 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas, at 5901 Bonita Place, 2485 E. Emma Avenue, 1783 Green Acres Circle, 505 Janet Street, 517 Mt. View Avenue and 303 Park Street.

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

Cory Rogers, owner of 2459 and 2485 E. Emma Avenue, was present at City Council explaining his situation and requesting the amount he was charged for clean-up of his property be reduced.

Kenneth Harkey told the council he is receiving notices on property at 303 Park Street.

City Attorney Cate explained they use all kind of avenues to locate property owners. Since the owner is deceased (Mr. Harkey's step-father) he will not receive any more notices and the lien will be filed and go along with the property.

After discussion the vote was taken:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4873.

RESOLUTION NO. 183-14 – AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR THE C.L. AND WILLIE GEORGE PARK

Parks and Recreation Director Rick McWhorter presented a Resolution authorizing the execution of a contract with Miracle Recreation Equipment Company for the purchase of playground equipment for the C.L. and Willie George Park in the amount of \$149,000.00.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PURCHASE OF PLAYGROUND EQUIPMENT**

**WHEREAS**, the City of Springdale desires to purchase playground equipment from the Miracle Recreation Equipment Company for the CL & Willie George Park, and

**WHEREAS**, the total contract price for the playground equipment is \$149,900.00; and

**WHEREAS**, the purchase is being made through the National Joint Powers Alliance, a cooperative purchasing organization that the City of Springdale is a member, and competitive bidding is not required;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a contract with the Miracle Recreation Equipment Company for the purchase of playground equipment with a total price of \$149,900.00.

**PASSED AND APPROVED** this \_\_\_\_ day of December, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

SPRINGDALE CITY COUNCIL  
DECEMBER 9, 2014

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

The vote:

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

No: None

The Resolution was numbered 183-14.

Mayor Sprouse said the George Family has committed a gift of \$500,000 to the southeast park and we have received that gift in the form of stock. A financial consultant will be watching the stock and determine when to sell.

DECEMBER 23<sup>RD</sup> CITY COUNCIL MEETING

Alderman Overton made the motion to cancel the December 23, 2014 City Council meeting. Alderman Lawson made the second.

The vote:

Yes: Overton, Lawson, Evans, Reed, Watson

No: Ford, Bruns

RECYCLING BINS

George Wheatly, Waste Management, explained there has been confusion with the placement of new recycling bins in Springdale. There were 19,000 carts delivered to residents in Springdale. Waste Management is getting ready to add a link to the city's website giving educational information regarding dates for the recycling service.

CITY ATTORNEY COMMENTS

City Attorney Ernest Cate publicly thanked Alderman Brad Bruns for his service as City Councilman. His term is ending December 31, 2014.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:38 p.m.

---

Doug Sprouse, Mayor

---

Denise Pearce, City Clerk/Treasurer

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

**A RESOLUTION MAKING APPOINTMENTS TO  
THE SPRINGDALE AIRPORT COMMISSION  
OF THE CITY OF SPRINGDALE**

**WHEREAS**, Neil Johnson's appointment to Seat #1 and Bill Schoonover's appointment to Seat #6 expired on July, 1, 2013; and

**WHEREAS**, according to Section 18-26 of the Springdale Code of Ordinances, commissioners shall be appointed by the Mayor and confirmed by three-fourths of the elected City Council, and

**WHEREAS**, Mayor Doug Sprouse has recommended the re-appointments of Neil Johnson and Bill Schoonover to the Springdale Airport Commission,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that Neil Johnson is hereby re-appointed to Seat #1 and Bill Schoonover is re-appointed to Seat #6 on the Springdale Airport Commission with terms expiring on July 1, 2018.

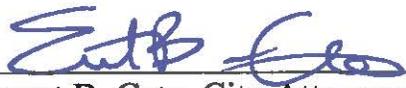
**PASSED AND APPROVED** this 13<sup>th</sup> day of January, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Airport Commission

Seat	Name	Resolution No.	Term Expires	Ordinance #	Date of Ord.	
				#839	4/27/1971	
1	<b>Neil Johnson, Chairman 2014</b> 108 Woodcliff Circle Springdale, AR 72764 751-3415hm/750-4353 wk 530-1212cell <a href="mailto:neiljohnson61@yahoo.com">neiljohnson61@yahoo.com</a>	1/2	26=98	4/28/2003	#1817	3/28/1989
		1	73-02	7/1/2003	#2825	4/28/1998
		1	80-03	7/1/2008	Reso # 73-02	8/13/2002
		1	34-10	7/1/2013 <i>7/1/18</i>	#3687	5/10/2005
		<b>7 MEMBERS TOTAL</b>				
5-year Terms						
2	<b>Greg Collier, Secretary 2014</b> 704 W. Emma., 72764 Springdale, AR 72764 725-0453wk/422-7465cell/419-5100fx <a href="mailto:gcollier@farmersagent.com">gcollier@farmersagent.com</a>	1/2	31-08	7/1/2011		
		1	101-11	7/1/2016 <i>7/1/21</i>		
Springdale Tower Operators						
3	<b>Sam Weathers, Jr.</b> 1602 Delaware Pl Springdale, AR 72764 756-6264 home/479-419-0611 cell <a href="mailto:sael@cox.net">sael@cox.net</a>	1/2	22-00	7/1/2002	750-4464 Tower Mgr.	
		1	66-02	7/1/2007	Dispatch: PJ 750-8164	
		1	73-02	7/1/2007		
		1	177-07	7/1/2012 <i>7/1/17</i>		
Send Notices/Agenda's to						
4	<b>Micah J. Thomason, Vice Chair 2014</b> 1796 Lancaster Dr. Springdale, AR 72762 479-935-6261; 479-750-3937work <a href="mailto:mthomason@od.sco.edu">mthomason@od.sco.edu</a>	1	59-10	7/1/2015 <i>7/1/20</i>	<b>FBO - Pinnacle Air Summit Aviation</b> Susanne Beckett, Mgr. /Dave Powell 802 Airport Rd., 72764 751-4462wk/751-2646 fax	
5	<b>Steve Smith</b> 280 Valley View Drive Springdale, AR 72762 479-799-2230 <a href="mailto:ssmith0203@aol.com">ssmith0203@aol.com</a>	1/2	127-14	7/1/2016 <i>7/1/21</i>	<b>GARVER</b> Keith Tencleve, Adam White 2049 E. Joyce Blvd., Ste 400 Fayetteville, AR 72703 527-9100wk/527-9101fax	
6	<b>Bill Schoonover</b> 4276 Kingsbury Cove Springdale, AR 72762 756-1067 home, 466-6463 cell <a href="mailto:bill.nan@sbcglobal.net">bill.nan@sbcglobal.net</a>	1/2	18-06	7/1/2008		
		1	115-08	7/1/2013 <i>7/1/18</i>		
7	<b>Greg Willoughby</b> 1418 Albright Road Springdale, AR 72764 756-5989hm/283-7128cell <a href="mailto:33hemi@cox.net">33hemi@cox.net</a>	1/2	30-08	7/1/2010		
		1	65-10	7/1/2015 <i>7/1/20</i>		

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

**A RESOLUTION MAKING APPOINTMENTS  
TO THE ADVERTISING AND PROMOTION  
COMMISSION OF THE CITY OF SPRINGDALE**

**WHEREAS**, the terms of Mike Overton and Brad Bruns expired December 31, 2014; and

**WHEREAS**, A.C.A. 26-75-605 and Ordinance No. 3293 provide that the two commission member positions of the city council shall be selected by the City Council; and

**WHEREAS**, it is the recommendation of the Mayor that Rick Culver and Mike Lawson be appointed to the Advertising and Promotion Commission; said terms to expire December 31, 2016.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS** that Rick Culver is hereby appointed to Seat #6 and Mike Lawson to Seat #7 as Advertising and Promotion Commissioners with said terms expiring on December 31, 2016.

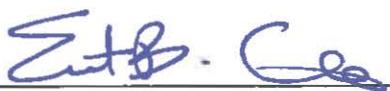
**PASSED AND APPROVED** this \_\_\_\_\_ day of January, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

**WHEREAS**, the term of Jim Crouch, who currently holds Seat #2 on the Public Facilities Board will expire on January 31, 2015, 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 Jim Crouch to Seat #2 with a term expiring on January 31, 2020,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that Jim Crouch is hereby reappointed as a board member to Seat #2 of the Public Facilities Board with a term expiring on January 31, 2020.

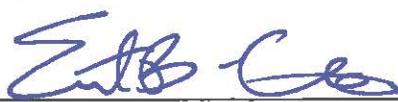
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
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

December 1, 2014

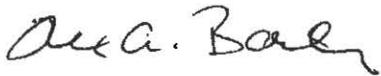
Mayor Doug Sprouse  
201 N. Spring Street  
Springdale, AR 72764

Mayor Sprouse,

Effective January 31, 2015, Chairman Jim Crouch's term 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. Jim Crouch to the Board. Mr. Crouch has indicated that he would continue to serve, if appointed.

During his term, Mr. Crouch 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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR DESIGN SERVICES WITH GARVER ENGINEERS FOR A TRAIL FROM THE JONES CENTER THROUGH THE INDUSTRIAL AREA UNDER DON TYSON PARKWAY AND CONNECTING TO THE BOTANICAL GARDENS KNOWN AS DEAN'S TRAIL**

**WHEREAS**, the Trails Task Force appointed by the Mayor has been tasked with developing expansions of the trail system in Springdale; and

**WHEREAS**, the Trails Task Force, after receiving public comment, has determined that the construction of a trail named Dean's Trail (beginning at the Jones Center; crossing through the industrial area and the neighborhoods surrounding Parsons Hills Elementary School; crossing Robinson Avenue at Oriole Street and connecting Kelley Middle School and a proposed elementary school; continuing south to the existing tunnel under Don Tyson Parkway and terminating at a connection at or around the Botanical Gardens) is a top priority for trail development in the City by connecting the east side to the Razorback Greenway and the downtown area and addressing issues that were identified in the industrial area; and

**WHEREAS**, through the process as outlined in state law for the procurement of professional services the Trails Task Force has selected the firm of Garver, LLC; and

**WHEREAS**, Garver, LLC submitted a proposal in the amount of \$ 297,600 as set for in the attached Agreement for Professional Services.

**NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE DOWNTOWN ALLIANCE**, that the Mayor and City Clerk are hereby authorized to enter into an Agreement for Professional Services, as per the attached documents, with Garver, LLC in the amount not to exceed \$297,600 for the design services for Dean's Trail.

**PASSED AND APPROVED** this \_\_\_\_\_ day of January, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Memorandum

Engineering Department  
Brad Baldwin, Director

To: Mayor and City Council  
From: Brad Baldwin, Director of Engineering  
Date: December 18, 2014  
Re: Dean's Trail Engineering Services Contract

201 Spring Street  
Springdale, AR 72764  
(479) 750-8105  
(479) 750-8539 fax  
[www.SpringdaleAR.gov](http://www.SpringdaleAR.gov)

I was asked to review the above referenced contract and compare it to recent Public Works design contracts executed by the City of Springdale. The proposed contract with Garver, LLC, is for the alignment selection and final design of the approximately 4.5 mile long Dean's Trail. The contract is for the design phase only and includes no construction phase services. The consultant would bill for services at their published hourly fee schedule rates up to a maximum amount of \$297,600.00.

Based on the two recent trail projects in Springdale, a trail construction cost of approximately \$832,733/ mile is anticipated. If the Dean's Trail design contract were evaluated on the same basis as the recently approved Cambridge Street contract, the Trail contract would be approximately equivalent to a price of 7.33% of estimated construction cost plus \$23,000 for geotechnical and property search subcontracts. This appears to be in close agreement with the Cambridge St contract and other bond/capital improvement contracts in recent history.

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A COPIER AND PRINTER LEASE AGREEMENT  
WITH CORPORATE BUSINESS SYSTEMS**

**WHEREAS**, the City of Springdale's Human Resources Office needs to replace there old copier/fax/printer machine, and

**WHEREAS**, Corporate Business Systems has submitted a proposal to provide a new machine for 60 months with a monthly lease fee of \$155.22 with a monthly maintenance fee of \$27.00, and

**WHEREAS**, the Human Resources Director did compare machines and prices from other suppliers before making a recommendation of the machine offered b Corporate Business Systems;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a 60 month copier and printer lease agreement and maintenance agreement with Corporate Business Systems for a total monthly cost of \$182.22.

**PASSED AND APPROVED** this 13<sup>th</sup> day of January, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## RECOMMENDED SOLUTIONS

QTY	Make	ITEM DESCRIPTION - <i>With Stapling &amp; Hole Punch as Finishing Options</i>
1	Kyocera	TASKalfa 3051ci
1	Kyocera	DF-770(C)* 1,000 sheets Finisher
1	Kyocera	PH-7A 2/3 Hole Punch Unit for DF-770(C)/790(C)
1	Kyocera	DP-772 175 sheet Dual Scan Document Processor
1	Kyocera	FAX System(W)B Fax Board
1	Kyocera	AK-731 Attachment Kit for DF-770(C)/790(C)
1	Kyocera	Data Security Kit (E) Hard Drive Encryption/Overwrite Kit
1	Kyocera	Stand Copier Stand

Shipping (*Free of charge*)  
 Delivery and Set up (*Free of charge*)  
 100% PC connectivity (*Free of charge*)  
 Full on-site training by Customer Support Representative (*Free of charge*)  
 ESP Power/Network/Fax Filtration Unit / Surge Suppression (*Free of charge*)

### CBS Lease Fair Market Value Lease Terms

Lease Term	Lease Payment
60	\$155.22

\*Note: All lease prices are subject to credit approval.

### Total Service and Supply Agreement

All parts, labor, supplies and preventative maintenance.

\$12.00	2,000 Mono pages included per month	Overage rate	<b>\$0.0060</b>
\$15.00	500 Color pages included per month	Color overage rate	<b>\$0.0300</b>

Excludes paper and staples.

**\*\$16.10/month less than State Contract Pricing = \$965.83 Over 60 Months!!!!**

**\*The Color/Mono Rates are Locked for 3 Years!!!!!!!!!!!!!!**

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

**Date:** \_\_\_\_\_



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

3348 East Cherry Street • Springfield, MO 65802 • Phone: 417.831.6400 • Fax: 417.831.3183

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Corporate Business Systems of Missouri, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO., containing the entry 'Kyocera TASKalfa 3051ci'.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See the attached Schedule A

TERM AND PAYMENT SCHEDULE

60 Payments\* of \$ 155.22 The lease contract payment ("Payment") period is monthly unless otherwise indicated. \*plus applicable taxes

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option.

- 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.
1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Signature line for Corporate Business Systems of Missouri, Inc. with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Signature line for City of Springdale with fields for SIGNATURE, TITLE, and DATED.

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Signature line for City of Springdale with fields for SIGNATURE, TITLE, and DATE OF DELIVERY.

**1. AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

**2. RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

**5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Article 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

**7. INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

**8. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

**9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

**10. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



PLEASE SELECT

- Managed Print Services (MPS)
- Total Service and Supplies (TSS)
- Rental Agreement

3448 East Cherry Street, Springfield, MO 65802 P (417) 831.6400 (800) 370.9984 F (417) 831.3183

BILL TO NAME City of Springdale - Human Resources  
 STREET 201 Spring St., Room #200  
 CITY Springdale ST AR ZIP 72764

BILLING CONTACT Gina Lewis  
 EMAIL glewis@springdalear.gov  
 PHONE 479-750-8535

AGREEMENT BASE PAYMENT \$ 27.00 MONO PAGES INCLUDED 2,000 COLOR PAGES INCLUDED 500

AGREEMENT START DATE \_\_\_\_\_ BASE BILLING CYCLE:  MONTHLY  QUARTERLY  SEMI ANNUAL  ANNUAL  INCLUDED IN LEASE / MPS PAYMENT

AGREEMENT TERM (# of months) 60 OVERAGE BILLING CYCLE  MONTHLY  QUARTERLY  SEMI ANNUAL  ANNUAL  OVERAGES BILLED BY LEASING CO

If this agreement covers more than one system or has 3 tier color, please check this box and utilize the "Schedule A" and/or "Schedule 3T"

NAME	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	EMAIL
KYOCERA	TASKalfa 3051ci						
OPERATOR	Human Resources						glewis@springdalear.gov
CONTACT							479-750-8535
STREET	201 Spring St., Room #200	Springdale	AR	72764			

1. This agreement includes all mechanical parts, drums, or photoconductors, toners, development units, fuser assemblies, fuser oil, paper feed kits, preventative maintenance, repair service, and 30 days free network support for any device installed on your network by a Corporate Business Systems' provided network engineer.

2. This agreement does not include: Paper, labels, staples, transparencies of any kind, software and/or network related issues directly related to the malfunction of the CBS installed device that occur after the 30 day CBS support has expired, or the installation and/or removal of toner or stapler cartridges unless directly related to the malfunction of the device.

3. When this service agreement covers a multifunctional or digital device that is located on your network, and it has been determined by our technician to be a problem other than the actual device, we will explain the situation to your network administrator or designated individual. Should you desire further assistance from CBS for technical support outside the scope of this agreement, it will be billed at CBS's current service labor rate per hour.

4. If this agreement covers a color device, CBS reserves the right to adjust the color base and/or overage charge if the customer's color toner usage consistently exceeds a reasonable consumption. This reasonable consumption is based on a 20% fill (or coverage) rate on an 8.5" x 11" document. The actual fill rate for the customer's produced documents is calculated by the device and the report will be generated by an agent of CBS if shipped quantities of color toner exceed the average yield as specified by the manufacturer. At that time, the customer will be informed of any increase and be provided the generated report for their review.

5. In consideration of the performance and observance by the Customer of the terms and conditions hereof, Corporate Business Systems, hereafter referred to as "CBS", agrees, subject to the terms and conditions hereof, to train a key operator and to perform all maintenance as required. The technical representative will inspect, clean, lubricate and make ordinary and necessary mechanical adjustments on the above described equipment according to factory recommendations. CBS will also perform all intervening calls requested by the customer at no extra charge unless machine malfunction is caused by, act of God, vandalism, customer misuse, neglect or

6. All scheduled calls and intervening calls will be performed during CBS's normal working hours. The rate shown above for charges per copy and base charge are for performing maintenance only at the location listed above or on attached equipment schedule. Should the equipment be relocated, a different rate may prevail.

7. The customer agrees to appoint a key operator and to exert reasonable care in the operation of the equipment and to provide manufacturer recommended consumable supply items and customer care programs as frequently as needed for optimum machine performance.

\*\*additional terms and conditions are found on the reverse side of this document. Your signature below demonstrates that you have read and agree to all terms &

**Customer agrees to:**

1. Assign an employee as key operator for each device or devices covered under this agreement
2. Replace all user replaceable supplies (toners, staples, paper etc.) as indicated by the system covered under this
3. Inform CBS of any changes in equipment location or removal of equipment covered under the agreement.
4. Make CBS aware of any network changes that affect the ability to remotely gather meters.
5. Provide meter readings when requested. Remote meter collection software may be deployed but if CBS can't collect meters through this means manual meter readings must be taken and provided to CBS.

\_\_\_\_\_  
Customer Signature

Mayor  
Title

\_\_\_\_\_  
Date

Drew Blake  
Signature of CBS Selling Representative **Drew Blake**

8. Shop overhaul or alterations performed on the premises of CBS Service Center will be billed separately from this agreement. Such services shall be rendered after an estimate of the additional charge has been given to and approved by the Customer.

9. CBS shall not be obligated to provide services as called for in the agreement unless the Customer is current with all payments due CBS under the terms of this agreement or any other agreement related to specified equipment.

10. CBS may elect, due to significant cost increases from economic conditions outside of our control, to place a surcharge on this agreement to assist us in offsetting these unforeseen expenses. These surcharges will not exceed \$6.50 per invoice.

11. This agreement is automatically renews annually under the existing conditions for successive periods upon invoicing by CBS at the rate in effect at the time of renewal unless canceled by either party at least Ninety (90) days prior to the expiration date. In the event a customer elects early cancelation of this contract 20% of the remaining payments will be due at the end of the 90 day cancelation period. ~~This contract will not increase more than 10% in any one annual renewal period.~~ This agreement is subject to the approval by CBS of the mechanical and operational condition of the equipment. *\*RATES ARE LOCKED FOR 3yrs\** (DB)

12. Customer is required to immediately notify CBS upon installation of any additional equipment at Customer's site capable of using CBS supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this agreement. Clients must inform CBS of any changes of location of equipment under contract.

13. Customers under Rental Agreement contract may buy out of the contract for 30% of the remaining stream of payments. A one time fee of \$150.00 will be charged to customer on first invoice to offset the expense of delivery, set up, training and end of rental pick up of hardware.

14. CBS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. CBS agrees to treat Customer's Information on a confidential basis. CBS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of CBS who have to perform the services contemplated hereunder. CBS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

15. If customer declines the use of the CBS automated meter gathering software the the customer assumes full responsibility for providing CBS with accurate meter readings as requested by CBS. If meter readings are not provided, CBS will generate a high estimate of the customers usage and generate a timely invoice.

16. Customers are responsible for any applicable personal property taxes & sales taxes.

17. CBS shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage)

18. In the event that CBS does not perform the services to the Customer's satisfaction, Customer shall inform CBS in writing and CBS shall have a period of thirty (30) days to correct any deficiencies in performance. Should CBS still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

- a) Permit CBS to remove any CBS owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to CBS through the date of removal of such equipment and supplies

STATE AND LOCAL  
GOVERNMENT ADDENDUM

AGREEMENT #

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between City of Springdale, as Customer and Corporate Business Systems of Missouri, Inc, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."





3348 East Cherry Street, Springfield, MO 65802 | P: 417.831.6400 | F: 417.831.3183  
Toll Free 1.800.370.9984 | www.corporatebusinesssystems.com

## Annual Connectivity Support Agreement Help Desk Services (Return signed Agreement to lwalker@cbs-solutions.com)

This Connectivity Support Agreement provides a comprehensive portfolio of managed services and technical resources to assist our customers with daily maintenance of network connected print or multifunctional equipment. Due to the rapid change in technology, it often occurs that new servers or workstations are installed and the print/scan features are no longer functional. In other cases, new antivirus measures can cause loss of functionality. In reality, a variety of situations can occur which can limit the functionality of equipment in a network environment.

Connectivity Support Agreement is an Agreement per printer or multi-functional printer (MFP). The agreement entitles your company employees (referred to as We hereafter), including the end users or network administrators, access to the network support department at CBS for errors relating to the function and setup of the device pertaining to print, scan to pc/SMB, scan to ftp, scan to email, and network fax capabilities. CBS will support the device as your network environment changes and as technology changes. This Agreement is between CBS, LLC and the below named company. Although there is not a limit to the number of contacts that can be made to CBS, the service rendered is for support of print, scan, and network fax problems and does not extend to the overall capabilities of your network. If the problem extends to the overall function of servers, workstations, switches, hub, routers or the like, then basic recommendations will be made by the staff at CBS, but repairs regarding these functions are excluded from this contract. We understand that CBS is not responsible for the data contained on our company's servers, workstations, and network peripherals and hereby discharge them of any responsibility for any damages that may occur as a result of loss of data or loss of use. By entering into this agreement we hereby agree to allow CBS employees to service our computer equipment. We will initiate remote connections to allow diagnostic and repair services to be rendered in order to perform network maintenance including print driver installation, scan setup, network fax setup, and related services.

SERVICES COVERED UNDER THIS AGREEMENT ARE RELATED TO PRINT, SCAN & NETWORK FAX:	
• Server – need drivers installed and pushed out to work stations	• Workstations – need drivers installed and configured
• Unable to format print job properly	• Scan to email issues
• Print jobs stuck in queue	• Scan to folder issues
• General questions pertaining to Printers and/or MFPs	• Remote Support and Screen Sharing Sessions (as determined by Helpdesk)
• Providing support for Savin and Kyocera solutions	• Unable to send or receive network faxes

Our Help Desk staff is capable of diagnosing a problem, isolating a fault, and fixing an issue either over the phone and/or remotely accessing a workstation allowing us to minimize potential downtime. The Connectivity Support Agreement is between the client and CBS and will automatically renew annually unless notified in writing 30 days prior to contract renewal date. This Agreement, provided and serviced by CBS, is a supplemental offering for our clients who are under a Maintenance Agreement.

**Eligibility Requirements:** Client must allow CBS attended remote access. Client must provide CBS with Administrator access when necessary. Client must keep a Maintenance Agreement on devices covered under this Agreement at all times.

**Contract Offering:** \$79 Annually per Printer includes Remote for Print Driver Support and Installation; \$175 Annually per MFP includes Remote Assistance for Print, Scan to Folder, and Scan to Email.

LOW ANNUAL PRICE ON A PER-DEVICE BASIS WITH VOLUME DISCOUNTS!	
• 1-3 Total Devices	• \$79 per Printer/ \$175 per MFP
• 4-10 Total Devices	• 10% Discount
• 11-20 Total Devices	• 15% Discount
• 21-40 Total Devices	• 20% Discount
• 41-100 Total Devices	• 30% Discount
• More than 100 Devices	• 40% Discount

I, \_\_\_\_\_, decline CBS Annual Connectivity Support Agreement detailed within. I understand that by not signing this agreement, all calls not covered by the Total Service and Supply Maintenance Agreement (TSS) will be billed at \$120/hour phone support and \$150/hour onsite support.

I, \_\_\_\_\_, accept CBS Annual Connectivity Support Agreement detailed within. I understand that this agreement can be terminated at any time if eligibility requirements are not met. Billing is annual.

Number of Printers	@ \$79.00 each	Subtotal
Number of MFPs	@\$175.00 each	Subtotal

Total Devices/ Subtotal	Discount	Total Annual Price \$	
Contract Term	1 Year	2 Year	3 Year

Contact Name GINA LEWIS Phone Number 479-750-8535  
 Company City of Springdale - HR Dept. CBS Representative DREW BLAKE

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

ID NUMBER	MODEL	IP ADDRESS	LOCATION	ACCESSORIES

**NOTES**  
 For office use only:

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

**A RESOLUTION AMENDING SECTION 3.3, UNIFORMS AND PERSONAL APPEARANCE, OF THE PERSONNEL AND PROCEDURES MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS**

**WHEREAS**, it has come to the attention of the City Council that Section 3 of the Personnel and Procedures Manual is in need of revision;

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

**Section 1:** Section 3 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

**3.3 Uniforms and Personal Appearance:**

Uniforms or uniform allowance will be provided to personnel of certain departments as authorized by the Mayor. Personnel who are provided uniforms or uniform allowance shall wear uniforms at all times while on duty. Uniforms shall be kept as neat and presentable as working conditions permit.

If a non-Civil Service employee is required to wear a logoed uniform shirt and specific type of work pant, the City will reimburse for both the shirt and pant. Items considered "every day wear" such as jeans or kakis, will not be reimbursed by the City. Boots required by the City, with the exception of steel-toed boots, will be reimbursed through payroll as a taxable benefit to the employee per current tax law. All shoes and clothing purchased by the City Of Springdale, with the exception of articles taxed to the employee, must be returned upon separation from the City. Each department should maintain a written uniform policy approved by the Mayor.

Employees not required to wear uniforms should dress in appropriate professional departmental attire. If an employee is not sure what is appropriate attire, then the employee should check with his/her supervisor or department head.

**Section 2:** All other provisions of Section 3 not specifically modified herein shall remain in full force and effect.

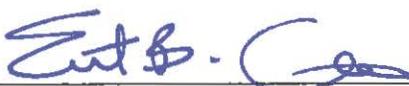
**PASSED AND APPROVED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY NATIONAL BRANDS LEASING (PARCEL #815-29552-000) ON THE JOHNSON ROAD IMPROVEMENTS PROJECT (CP-0808).**

**WHEREAS**, the City of Springdale is finalizing an ongoing street project to improve Johnson Road between I-49 and Chapman Avenue, Project #CP-0808;

**WHEREAS**, a change order to address drainage concerns required an additional drainage and utility easement on undeveloped property owned by National Brands Leasing just north of Magnolia Drive on the west side of Johnson Road;

**WHEREAS**, attempts at negotiating for the acquisition of this easement have been unsuccessful on this property which has been identified as Tract 55;

**WHEREAS**, it is now necessary to acquire this drainage and utility easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required drainage and utility easement on Parcel #815-29552-000, owned by National Brands Leasing, to allow construction of drainage improvements associated with the Johnson Road Improvements Project, #CP-0808 to proceed.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

APPROVED:

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

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

**A RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY LOCATED AT 5579 HAR-BER AVENUE FOR THE 56<sup>TH</sup> STREET PROJECT, 12BPS6 (BLEAUX AVENUE TO HAR-BER AVENUE).**

**WHEREAS**, the City of Springdale will be undertaking the construction of 56<sup>th</sup> Street from Bleaux Avenue to Har-Ber Avenue, Project 12BPS6;

**WHEREAS**, property located at 5579 Har-Ber Avenue, owned by the James and Lawanda Fulfer Family Revocable Trust is needed for the construction of this Project;

**WHEREAS**, after negotiations between the City of Springdale and the Fulfers, the City offered to acquire the property located at 5579 Har-Ber Avenue for the total sum of \$196,453.00 as a full and final settlement for the property;

**WHEREAS**, the Fulfers have agreed to accept the sum of \$196,453.00 offered by the City for the purchase of the property located at 5579 Har-Ber Avenue;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City of Springdale is hereby authorized to purchase property located at 5579 Har-Ber Avenue for the total sum of \$196,453.00, plus associated closing costs, thereby allowing construction of the 56<sup>th</sup> Street Project, 12BPS6 (Bleaux Avenue to Har-Ber Avenue) to proceed.

**PASSED AND APPROVED** this 13<sup>th</sup> day of January, 2015.

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

ATTEST:

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

APPROVED:

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

December 29, 2014

Ernest Cate  
City Attorney

Re: 5579 Har-Ber Acquisition Counter offer

Ernest,

Thanks for your time and advice regarding my parent's property at 5579 Har-Ber Ave. Per your request I have listed below the items for your consideration.

Appraised value per Reed and associates: \$ 162,000.00

Return the 80% of the driveway, sidewalk, landscaping,  
and outbuilding (driveway new when Har-Ber was widened,  
landscaping maintained, outbuilding refurbished to as new 2010): \$10,560.00

Total value: \$172,560.00

Total value plus 10%: \$189,816.00

In addition the sunroom which was not included as heated space  
in the appraisal contained (6 windows, storm door, and wall  
mounted AC/Heater) which we request compensation for so  
we can build a sunroom at the new house: \$3637.00

We also request compensation for  
the cost of moving (we packed and moved everything but the  
heavy items ourselves): \$1,000.00

The trees (2 Pear, 5 Bradford) which were planted away from  
the house: \$2,000.00

The loss of rental income for 1 year:	\$10,000.00
Total value requested:	\$206,453.00

We also would note that the city, if they choose to continue renting the house at the current rate, will receive \$50,000.00 over a 5 year period until the street construction dictates the house is demolished. The remaining parcel of land was valued at \$11,800 in the appraisal which when subtracted from the purchase price would leave the city with a total cost of the property \$144,653.00 which is \$17,347.00 less than the appraised value.

Thanks again for your attention to this process,

Larry Fulfer  
479-640-2765

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

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

**AN ORDINANCE AMENDING ARTICLE 2, SECTION 10 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Article 2, Section 10 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the regulations and procedures associated with variance procedures through the Board of Zoning Adjustment;

**WHEREAS**, Article 2, Section 10 of the Zoning Ordinance of the City of Springdale, Arkansas, is in need of revision so that emergency alert technology can be used to notify citizens of Board of Zoning Adjustment hearings;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, that Article 2, Section 10 of the Zoning Ordinance of the City of Springdale, Arkansas, be amended;

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on January 6, 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 2, Section 10(b) of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

- b. *Meetings.* The planning commission shall designate on the agenda of each regularly scheduled planning commission meeting those items in which it is functioning as the zoning board of adjustment and shall hold a public hearing on the proposed variance, after:
  1. At least seven (7) days notice of the time, place, and request is made to the public prior to the meeting by being given in a newspaper of general circulation in the city.
  2. The Planning Department will post NOTICE OF PUBLIC HEARING sign(s) on said property for which a public hearing has been set at least ten (10) days prior to the hearing indicating the date and time of the hearing. Such signs shall be clearly visible, unobstructed to the passing general public, and posted on or near the front property line.

3. The adjacent property owners of the property seeking the variance have been notified by certified mail, return receipt requested, at least (10) days prior to the public hearing in accordance with the following:
  - (a) An affidavit is submitted stating that notice has been given to all adjacent property owners of the property subject to the variance after the application has been accepted and placed on the planning commission agenda;
  - (b) The petitioner shall be responsible for providing such notice by certified mail, return receipt requested, to the last known address of such record owner(s) as shown in the records of the Assessor's Office for the County in which the adjacent property is located.
  - (c) The required affidavit and supporting exhibits (mailing receipts, list of adjacent property owners and a copy of the notice) shall be filed with the planning office no later than seven (7) days prior to the meeting date.
  
4. The City has sent notice at least ten (10) days prior to the hearing by way of the Springdale Alert Notification System to all subscribers within a one (1) mile radius from the property who have opted to receive such notices.
  
45. The minutes of the meeting will be a part of the minutes of the entire planning commission meeting.

**Section 2:** All other provisions of Article 2, Section 10 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

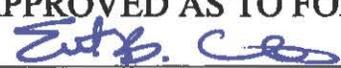
**Section 3: Emergency Clause:** The implementation of the amended ordinance will be unreasonably delayed if not allowed to take affect immediately, and therefore an emergency is hereby declared to exist and this ordinance shall become effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

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

**AN ORDINANCE AMENDING ARTICLE 2,  
SECTION 12 OF THE ZONING ORDINANCE OF  
THE CITY OF SPRINGDALE, ARKANSAS,  
DECLARING AN EMERGENCY; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, Article 2, Section 12 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the regulations and procedures associated with conditional use requests;

**WHEREAS**, Article 2, Section 12 of the Zoning Ordinance of the City of Springdale, Arkansas, is in need of revision so that emergency alert technology can be used to notify citizens of conditional use request hearings;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, that Article 2, Section 12 of the Zoning Ordinance of the City of Springdale, Arkansas, be amended;

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on January 6, 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 2, Section 12(b) of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

b. *Notice and public hearings.* An application for conditional use approval shall be noted on the published agenda of the next regularly scheduled planning commission meeting, at which time a public hearing shall be held by the planning commission on the proposed conditional use, after:

1. ~~A notice has been published in a newspaper of general circulation in the city at least one time fifteen (15) days prior to the public hearing,~~ which notice sets forth the time and place of such hearing and the conditional use proposed has been:

(a) published in a newspaper of general circulation in the city at least one time fifteen (15) days prior to the public hearing; and

(b) sent by the City, at least ten (10) days prior to the hearing, by way of the Springdale Alert Notification System to all subscribers within a one

(1) mile radius from the property who have opted to receive such notices.

2. The adjacent property owners subject to the conditional use request have been notified by certified mail, return receipt requested, at least ten (10) days prior to said hearing by the applicant and an affidavit and supporting exhibits are filed with the planning office not later than seven (7) days prior to the hearing.
3. The planning department will post NOTICE OF PUBLIC HEARING sign(s) on said property for which a public hearing has been set at least ten (10) days prior to the hearing indicating the date and time of the hearing. Such sign(s) shall be clearly visible, unobstructed to the passing general public, and posted on or near the front property line.
4. The applicant shall be present at the meeting for the matter to be considered. If the applicant is unable to attend, written authorization from the applicant authorizing representation must be presented to the commission for the matter to be considered. Any decisions made by the designated agent shall be binding on the landowner.

**Section 2:** All other provisions of Article 2, Section 12 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

**Section 3: Emergency Clause:** The implementation of the amended ordinance will be unreasonably delayed if not allowed to take affect immediately, and therefore an emergency is hereby declared to exist and this ordinance shall become effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

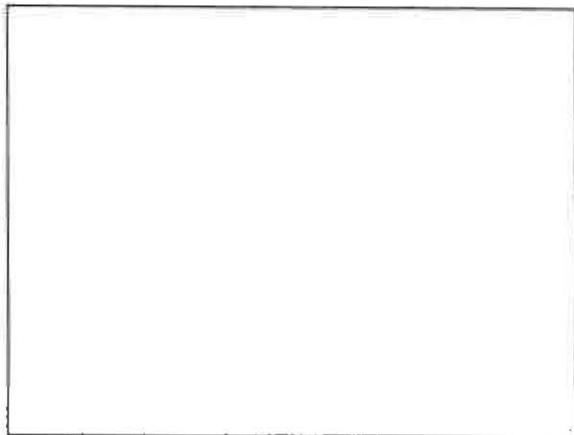
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

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

WHEREAS, a public hearing was held by the Springdale Planning Commission to consider renaming Rio Bravo Drive to Metroplex Drive; and

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

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

Section 1. That the street address map is hereby amended to rename Rio Bravo Drive to Metroplex Drive.

Section 2. Chapter 110: Article VI, the same being the Street Addressing and Numbering Ordinance is hereby amended as set forth above and any and all parts in conflict herewith are hereby repealed and that the change in name will be in effect upon the signing and filing of this ordinance for all existing streets.

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

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

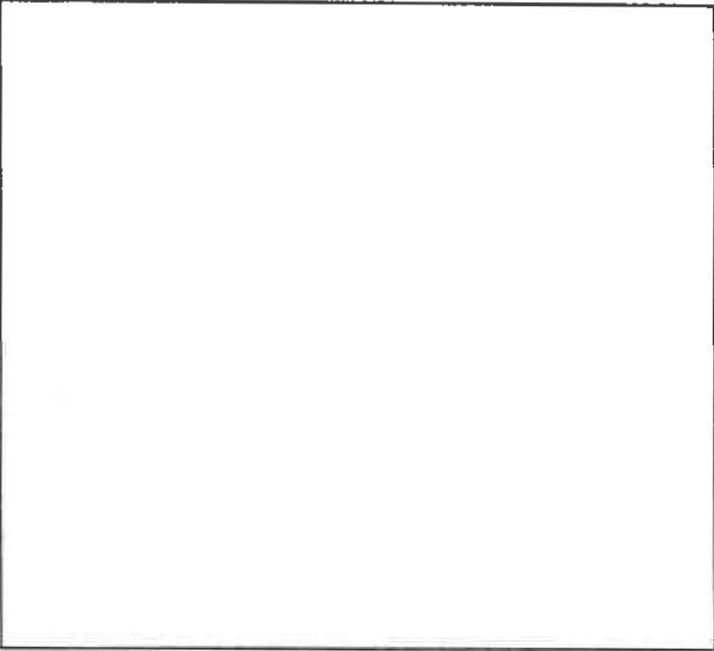
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED:

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

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

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



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

**PROPERTY OWNER:** Maxcyne Gangstad  
**LEGAL DESCRIPTION:** Lot Numbered Nine (9) in Block Numbered One (1) in Sunny Slope Addition to the City of Springdale, Washington County, Arkansas, said Addition being located in the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section One (1), Township Seventeen (17) North, Range Thirty (30) West.  
**LAYMAN'S DESCRIPTION:** 120 Pierce Ave.  
Springdale, Arkansas  
**PARCEL NO.:** 815-26005-000

**PROPERTY OWNER:** Michael J. Bedford and Patsy A. Bedford  
**LEGAL DESCRIPTION:** The West 66.00 feet of the East 83.70 feet of Lot Four (4) in Block Three (3) of the replat of part of Newell Addition to the City of Springdale, Arkansas, as shown upon the replat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, subject to easements and right-of-ways of record.  
**LAYMAN'S DESCRIPTION:** 1909 Theodore Dr.  
Springdale, Arkansas  
**PARCEL NO.:** 815-23929-000

**PROPERTY OWNER:** Eddie W. Donaldson and Judy K. Donaldson  
**LEGAL DESCRIPTION:** Lot Numbered Eight (8), in Block Four (4) in Sandy Heights Addition, an addition to the City of Springdale, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 1106 North West End Street  
Springdale, Arkansas  
**PARCEL NO.:** 815-25634-000

**PROPERTY OWNER:** Michael Koontz  
**LEGAL DESCRIPTION:** Lot 17, Block 2, Walker Subdivision, Phase III, 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:** 1403 Willard St.  
Springdale, Arkansas  
**PARCEL NO.:** 815-26301-000

**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:

\$542.51 clean-up costs and \$21.48 administrative costs – 120 Pierce Ave.  
\$420.48 clean-up costs and \$27.96 administrative costs – 1909 Theodore Dr.  
\$432.48 clean-up costs and \$34.44 administrative costs – 1106 N. West End St.  
\$300.48 clean-up costs and \$34.44 administrative costs – 1403 Willard St.

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

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

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

\$563.99, plus 10% for collection – 120 Pierce Ave. (Parcel #815-26005-000)  
\$448.44, plus 10% for collection – 1909 Theodore Dr. (Parcel #815-23929-000)  
\$466.92, plus 10% for collection – 1106 N. West End St. (Parcel #815-25634-000)  
\$334.92, plus 10% for collection – 1403 Willard St. (Parcel #815-26301-000)

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

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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



Office Of The City Attorney

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

Ernest B. Cate  
City Attorney

Taylor Samples  
Deputy City Attorney

Sarah Sparkman  
Deputy City Attorney

David D. Phillips  
Deputy City Attorney

Lynda Belvedresi  
Case Coordinator/  
Victim Advocate

Steve Helms  
Investigator

Cindy Horlick  
Administrative Legal  
Assistant/Paralegal

November 25, 2014

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Maxcyne Gangstad  
1016 N. Lakeside Dr.  
Fayetteville, AR 72701-2215

RE: Notice of clean-up lien on property located at 120 Pierce Ave.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
26005-000

Dear Property Owner:

On June 12, 2014, notice was posted on property located at 120 Pierce Ave., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, 42-78 and 91-57, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 12, 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 October 29, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$542.51. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

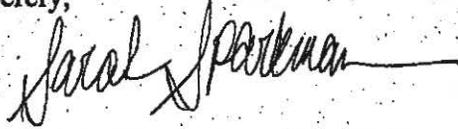
This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 13, 2015, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, January 13, 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 \$548.99, which includes \$542.51 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



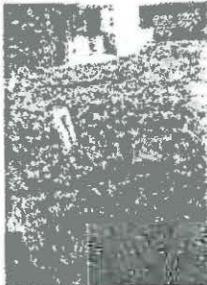
Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch

**From:** noreply@cometracker.com  
**Sent:** Wednesday, October 29, 2014 1:59 PM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; Thaden@springdalear.gov; Bnivens@springdalear.gov; Msidney@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** InvalidField#City Abatement Bill120 pierce

 <p><b>City of Springdale</b> Code Enforcement</p>
210 Spring Street - Springdale, AR 72764 - Office 479/756-7712

**CITY ABATEMENT - Wednesday, October 29, 2014 1:27:21 PM (646 CITY ABATEMENT)**

Property Address	120 pierce
Before Picture	Attached Data 
Before Picture	Attached Data 
Before Picture	Attached Data 
Before Picture	Attached Data



Type of Abatement	<b>Violation Notice / Lien</b>
Date of Abatement	<b>Wednesday, October 29, 2014 1:27:00 PM</b>
Officer on Site	<b>Mike Sidney</b>
Supervisor on Job	<b>Mike Hicklin</b>
Employee	
Employee	<b>Mike Hicklin, Henry Hernandez</b>
MH Benefit Rate	<b>\$41.48</b>
RQ Benefit Rate	<b>\$28.03</b>
Method of Compliance	
1 Method of Compliance	<b>Mowing</b>
Equipment Used	
Equipment	<b>752 Grasshopper, 743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping, 6038 1-ton Work Truck-Landscaping</b>
752 Grasshopper	<b>\$55.00</b>
743 Kubota	<b>\$65.00</b>
6030 Service Truck-Landscaping	<b>\$35.00</b>
6031 Service Truck-Landscaping	<b>\$35.00</b>
6038 1-ton Work Truck-Landscaping	<b>\$35.00</b>
Time of Abatement in Hours	<b>1</b>
Number of Temporary Laborers	<b>4</b>
Temporary Labor Cost	<b>\$48.00</b>
Employee Cost per hour	<b>\$69.51</b>
Total Employee Cost	<b>\$69.51</b>
Equipment Cost per hour	<b>\$225.00</b>
Total Equipment Cost	<b>\$225.00</b>
Mobilization Fee	<b>\$200.00</b>
Extra materials cost	<b>\$0.00</b>
Total Cost of Abatement	<b>\$542.51</b>
Final Photos	<b>Attached DataA</b>



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Maxcyne Gangstad  
1016 N. Lakeside Dr.  
Fayetteville, AR 72701-2215

**COMPLETE THIS SECTION ON DELIVERY**

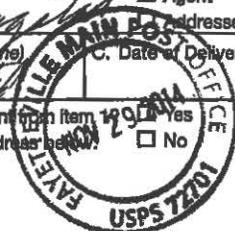
A. Signature

*Maxcyne Gangstad*  Agent Addressee

B. Received by (Printed Name)

*Maxcyne Gangstad* 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 2917

PS Form 3811, July 2013

Domestic Return Receipt



# Office Of The City Attorney

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

Ernest B. Cate  
City Attorney

Taylor Samples  
Deputy City Attorney

Sarah Sparkman  
Deputy City Attorney

David D. Phillips  
Deputy City Attorney

Lynda Belvedresi  
Case Coordinator/  
Victim Advocate

Steve Helms  
Investigator

Cindy Horlick  
Administrative Legal  
Assistant/Paralegal

December 4, 2014

Michael and Patsy Bedford  
1135 McKnight Ave.  
West Fork, AR 72774

Arvest Bank  
c/o Ken Calhoon, Registered Agent  
Hilburn, Calhoon, Harper  
One Riverfront Place, Suite 800  
North Little Rock, AR 72114

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
AND REGULAR MAIL**

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

RE: Notice of clean-up lien on property located at 1909 Theodore Dr.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
23929-000

Dear Property Owner/Lienholder:

On July 19, 2014, notice was posted on property located at 1909 Theodore Dr., 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 August 5, 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 September 9, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$420.48. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 13, 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, January 13, 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 \$433.44, which includes \$420.48 for cleaning up the property and \$12.96 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

This letter is also being mailed by regular mail to Michael and Patsy Bedford at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service on Michael and Patsy Bedford 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

**Cindy Horlick**

**From:** noreply@cometracker.com  
**Sent:** Tuesday, September 09, 2014 11:25 AM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; Bstein@springdalear.gov; Thaden@springdalear.gov; Bnivens@springdalear.gov; Msidney@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; Ifavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** invalidField#City Abatement Bill1909 Theodore



**City of Springdale**  
**Code Enforcement**

---

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

**CITY ABATEMENT - Tuesday, September 09, 2014 11:14:44 AM (CITY ABATEMENTPUBLIC WORKS 7)**

Property Address	1909 Theodore
Type of Abatement	Violation Notice / Lien
Date of Abatement	Tuesday, September 09, 2014 11:14:00 AM
Officer on Site	Bobby Nivens
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper,743 Kubota,6031 Service Truck-Landscaping
752 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	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$155.00
Total Equipment Cost	\$155.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$420.48
Extra Materials &/or Notes	Before photos on files

Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data





# USPS Tracking™



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

Tracking Number: 7011157000082214575

## Product & Tracking Information

Postal Product:

Features:  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
December 29, 2014 , 11:58 am	Delivered	SPRINGDALE, AR 72764

## Available Actions

- Text Updates
- Email Updates
- Return Receipt After Mailing

Your item was delivered at 11:58 am on December 29, 2014 in SPRINGDALE, AR 72764.

December 29, 2014 , 1:31 am	Arrived at USPS Facility	FAYETTEVILLE, AR 72701
December 26, 2014 , 2:11 pm	Departed USPS Facility	LITTLE ROCK, AR 72231
December 26, 2014 , 1:06 am	Arrived at USPS Facility	LITTLE ROCK, AR 72231
December 24, 2014 , 3:08 pm	Unclaimed	WEST FORK, AR 72774
December 5, 2014 , 10:13 am	Notice Left (No Authorized Recipient Available)	WEST FORK, AR 72774
December 5, 2014 , 2:55 am	Departed USPS Facility	FAYETTEVILLE, AR 72701
December 4, 2014 , 8:56 pm	Arrived at USPS Facility	FAYETTEVILLE, AR 72701

## Track Another Package

Tracking (or receipt) number

Track It

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  X <i>Julie Bauser</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Julie Bauser</i> C. Date of Delivery <i>12/8/04</i></p>
<p>1. Article addressed to:</p> <p><del>Aryest Bank</del>  c/o <del>Ken Galhoon, Registered Agent</del>  Hilburn, Galhoon, Harper  One Riverfront Place, Suite 800  North Little Rock, AR 72114</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p>	<p>7011 1570 0000 8221 4568</p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	



Office Of The City Attorney

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

ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

November 25, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Eddie W. and
Judy K. Donaldson
P.O. Box 1614
Springdale, AR 72765

BAC Home Loans Servicing, LP
1800 Tapo Canyon Rd.
mail id# CA6-914-01-43
Simi Valley, CA 93063

Wells Fargo Bank, NA
1015 SE 10 Street
Minneapolis, MN 55114

RE: Notice of clean-up lien on property located at 1106 N. West End
St., Springdale, Washington County, Arkansas, Tax Parcel No.
815-25634-000

Dear Property Owners/Lienholder:

On April 28, 2014, notice was posted on property located at 1106 N. West End
St., 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 6, 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 October 2, 2014. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$432.48. I have enclosed an invoice

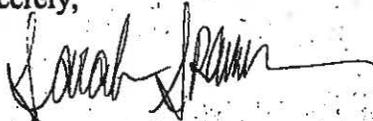
evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 13, 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, January 13, 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 \$451.92, which includes \$432.48 for cleaning up the property and \$19.44 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



**CITY ABATEMENT - 10/2/2014 10:38 AM (646 CITY ABATEMENT)**

Status: CITY ABATEMENT  
Order # C NWE1106-07  
Property Address  
Before Picture

1106 N West End  
Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement  
Date of Abatement  
Officer on Site

Violation Notice / Lien  
10/2/2014 9:38 AM  
Mike Sidney



Supervisor on Job

Mike Hicklin

Employee

Employee

MH Benefit Rate

Mike Hicklin

\$41.48

Method of Compliance

1 Method of Compliance.

Mowing

Equipment Used

Equipment

752 Grasshopper, 743 Kubota, 6031 Service Truck-Landscaping

752 Grasshopper

\$55

743 Kubota

\$65

6031 Service Truck-Landscaping

\$35

Time of Abatement in Hours

1

Number of Temporary Laborers

3

Temporary Labor Cost

\$36

Employee Cost per hour

\$41.48

Total Employee Cost

\$41.48

Equipment Cost per hour

\$155

Total Equipment Cost

\$155

Mobilization Fee

\$200

Extra materials cost

\$0

Total Cost of Abatement

\$432.48

Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

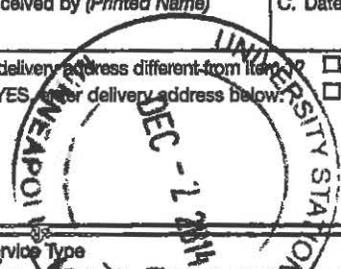
Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  X <u>Judy K. Donaldson</u> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Judy Donaldson</u> C. Date of Delivery <u>12-3-14</u></p>
<p>1. Article Addressed to:</p> <p><b>Eddie W. and  Judy K. Donaldson  P.O. Box 1614  Fogdale, AR 72765</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  if YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p>	<p><b>7014 1200 0001 0759 2948</b></p>
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  X <u>SANTAMARIA</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>
<p>1. Article Addressed to:</p> <p><b>BAC Home Loans Servicing, LP  1800 Tapo Canyon Rd.  mail id# CA6-914-01-43  Simi Valley, CA 93063</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  if YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p>	<p><b>PS Form 3811, July 2013 Domestic Return Receipt</b></p>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> Debby K... <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:  <p style="text-align: center;">Wells Fargo Bank, NA 1015 SE 10 Street Minneapolis, MN 55114</p>	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below. <input type="checkbox"/> No	
	3. (Service Type) <input checked="" type="checkbox"/> Certified Mail <sup>®</sup> <input type="checkbox"/> Priority Mail Express <sup>™</sup> <input type="checkbox"/> Registered <sup>®</sup> <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input checked="" type="checkbox"/> Collect on Delivery	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)	7014 1200 0001 0759 2962	



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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

November 25, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Michael Koontz
1005 S. Dogwood St.
Siloam Springs, AR 72761

Arvest Mortgage Company
c/o Ken Calhoun, Registered Agent
One Riverfront Place, Suite 800
North Little Rock, AR 72114

Federal National Mortgage
14221 Dallas Parkway, Suite 1000
Dallas, TX 75254

RE: Notice of clean-up lien on property located at 1403 Willard St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
26301-000

Dear Property Owner/Lienholder:

On September 3, 2014, notice was posted on property located at 1403 Willard St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 91-65, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on September 3, 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 September 23, 2014. As of this date, the total costs incurred and paid by the
City of Springdale to clean this property are \$300.48. 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 \$6.48 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

After all notices were sent in accordance with the law, the property was transferred to Michael Koontz via Special Warranty Deed on or about October 23, 2014. A copy of the Special Warranty Deed is 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 January 13, 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, January 13, 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 \$319.44, which includes \$300.48 for cleaning up the property and \$19.44 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 \$319.44 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 ABATEMENT - 9/23/2014 12:25 PM (3 CODE ENFORCEMENT )**

Status:	<b>CITY ABATEMENT</b>
Order #	<b>C WIL1403-03</b>
Property Address	<b>1403 Willard</b>
Type of Abatement	<b>Violation Notice / Lien</b>
Date of Abatement	<b>9/23/2014 8:25 AM</b>
Officer on Site	<b>Mike Sidney</b>
Supervisor on Job	<b>Mike Hicklin</b>
Employee	
Employee	<b>Mike Hicklin</b>
MH Benefit Rate	<b>\$41.48</b>
Method of Compliance	
<b>1</b> Method of Compliance	<b>Fence / Structure Removal</b>
Equipment Used	
Equipment	<b>6031 Service Truck-Landscaping</b>
6031 Service Truck-Landscaping	<b>\$35</b>
Time of Abatement in Hours	<b>1</b>
Number of Temporary Laborers	<b>2</b>
Temporary Labor Cost	<b>\$24</b>
Employee Cost per hour	<b>\$41.48</b>
Total Employee Cost	<b>\$41.48</b>
Equipment Cost per hour	<b>\$35</b>
Total Equipment Cost	<b>\$35</b>
Mobilization Fee	<b>\$200</b>
Extra materials cost	<b>\$0</b>
Total Cost of Abatement	<b>\$300.48</b>
Extra Materials &/or Notes	<b>This was somehow lost due to the recent computer glitch. Photos taken before and after by M Sidney.</b>

English



Español

# USPS Tracking™



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

Tracking Number: 7011157000082214544

Updated Delivery Day: Saturday, November 29, 2014

## Product & Tracking Information

## Available Actions

Postal Product:

Features:  
Certified Mail™

Text Updates

DATE & TIME

STATUS OF ITEM

LOCATION

Email Updates

November 29, 2014 , 4:42 pm

Delivered

SILOAM SPRINGS, AR 72761

Return Receipt After Mailing

Your item was delivered at 4:42 pm on November 29, 2014 in SILOAM SPRINGS, AR 72761.

November 29, 2014 , 7:51 am

Arrived at Unit

SILOAM SPRINGS, AR 72761

November 29, 2014 , 1:57 am

Departed USPS Facility

FAYETTEVILLE, AR 72701

November 26, 2014 , 10:40 pm

Arrived at USPS Facility

FAYETTEVILLE, AR 72701

## Track Another Package

Tracking (or receipt) number

Track It

### HELPFUL LINKS

- Contact Us
- Site Index
- FAQs

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- USPS Service Updates
- Forms & Publications
- Government Services
- Careers

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- 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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <i>R. Crawford</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:  <p style="text-align: center;">Federal National Mortgage 14221 Dallas Parkway, Suite 1000 Dallas, TX 75244</p>	B. Received by (Printed Name) <i>R. CRAWFORD</i> C. Date of Delivery <i>12/11</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, July 2013	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
Domestic Return Receipt	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label) <b>7011 1570 0000 8221 4520</b>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <i>Diana Harper</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:  <p style="text-align: center;">Arvest Mortgage Company c/o Ken Calhoun, Registered Agent One Riverfront Place, Suite 800 North Little Rock, AR 72114</p>	B. Received by (Printed Name) <i>Diana Harper</i> C. Date of Delivery <i>12-1-14</i>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, July 2013	3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery
Domestic Return Receipt	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label) <b>7011 1570 0000 8221 4537</b>	