

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

- **Monday, January 5<sup>th</sup>, 5:30 p.m. is the next Committee meetings.**
  - **Committee agendas will be available on Friday, Jan 2<sup>nd</sup>, 2015.**

SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, DECEMBER 9<sup>th</sup>, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – **JEFF WATSON**

**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. Recognitions by VFW - Clint Chastain  
Captain Matt Chanaca, Springdale Fire Department  
Patrolman Travis Beyer, Springdale Police Department
5. Comments from Citizens  
The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
6. Approval of Minutes
  - a) November 25<sup>th</sup>, 2014 **Pg.'s 3-19**
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....***8; 11; 15 A-C; 16** (Motion must be approved by two-thirds (2/3) of the council members).
8. Public Hearing  
An Ordinance releasing, vacating, and abandoning a utility easement located on property in Springdale, Washington County, Arkansas; to declare an emergency and for other purposes. (514 & 540 Butterfield Coach Road) **Pg.'s 20-21**
9. A Resolution making appointments to the Springdale Shiloh Museum of Trustees, presented by Allyn Lord, Shiloh Museum Director. **Pg.'s 52-53**
10. A Resolution re-appointing Chris Weiser to the Board of Directors of the Northwest Arkansas Conservation Authority, presented by Wyman Morgan, Administration & Financial Services Director. **Pg. 54**
11. Ordinance Committee Report & Recommendations by Chairman Mike Overton:  
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. (*Committee recommended approval*) **Pg. 55**

12. Street & CIP Committee Report & Recommendations by Chairman Rick Evans:
  - A. 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 connection to the Botanical Gardens known as Dean's Trail. (*Committee recommended approval*) **Pg. 56**
  - B. A Resolution authorizing the execution of an engineering services contract for street and drainage improvements to Cambridge Street. (*Committee recommended approval*) **Pg.'s 57-87**
  - C. A Resolution appropriating Capital Improvement Funds for the City of Springdale Fire Department. (*Committee recommended approval*) **Pg. 's 88-90**
  - D. 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 (*Committee recommended approval*) **Pg.'s 91-105**

13. Finance Committee Report & Recommendations by Chairman Brad Bruns:

A Resolution authorizing the sale of property located at 6373 Watkins Avenue to Taldo Properties, LLC. (*Committee recommended approval*) **Pg. 's 106-108**

14. A Resolution adopting and approving the 2015 Annual Action Plan for the Community Development Block Grant Program, presented by Patsy Christie, Planning Director. **Pg. 109**

15. Planning Commission Recommendations by Planning Director Patsy Christie:

A. An Ordinance amending Article 2, Section 11 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency; and for other purposes. **Pg.'s 110-114**

B. An Ordinance accepting the Replat of Lots 1 thru 8 in R. L. Hayes Subdivision, a Subdivision to the City of Springdale, Arkansas, and declaring an emergency. **Pg.'s 115-117**

C. An Ordinance accepting the Re-Plat of Westfield Subdivision of Lot 2C, Phase I, to the City of Springdale, Arkansas, and declaring an emergency. **Pg.'s 118-120**

D. A Resolution approving a Conditional Use at 10348 Gibbs Road as set forth in Ordinance No. 4030. **Pg.'s 121-122**

WAIVER:

E. 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. **Pg.'s 123-124**

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. **Pg.'s 125-175**

17. A Resolution authorizing the execution of a contract for the purchase of playground equipment, presented by Rick McWhorter, Director of Parks and Recreation. **Pg.'s 176-181**

18. A Motion to cancel the December 23<sup>rd</sup> City Council meeting.

19. Comments from Department Heads.

20. Comments from Council Members.

21. Comments from City Attorney.

22. Comments from Mayor Sprouse.

23. Adjournment.

**SPRINGDALE CITY COUNCIL  
NOVEMBER 25, 2014**

The City Council of the City of Springdale met in regular session on November 25, 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
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
Gina Lewis	Human Resource Director
Brad Baldwin	Engineering Director

**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 Jaycox moved the minutes of the October 28, 2014 and November 3, 2014 City Council meetings be approved as presented. Alderman Reed made the second.

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

**ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY**

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

The vote:

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

No: None

TABLED - AGENDA ITEM 11D – ORDINANCE REZONING 5.04 ACRES OWNED BY KEN AND ROSALIE DUNK LOCATED AT THE INTERSECTION OF WILDWOOD LANE AND WAGON WHEEL ROAD, FROM A-1 TO C-5

At the request of the Dunk Family, Alderman Reed made the motion to table the Ordinance rezoning request for 60 days. Alderman Jaycox made the second.

The vote:

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

No: None

RESOLUTION NO. 167-14 – APPROVING THE DONATION OF VACATION TIME TO A LIBRARY EMPLOYEE

Library Director Marcia Ransom presented a Resolution approving the donation of vacation time to Thomas Van Horn, Administrative Assistant at the Library who will soon exhaust all his accumulated sick leave and vacation due to his current medical condition.

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

**A RESOLUTION APPROVING THE DONATION OF VACATION TIME**

**WHEREAS**, Thomas Van Horn has been a dedicated employee of the Springdale Public Library since September 11, 2000, and

**WHEREAS**, due to his current medical condition he will soon exhaust all of his accumulated sick leave and vacation, and

**WHEREAS**, the Library Director has indicated there are employees that would like to donate vacation time to this employee and the Library Director has requested authorization for employees to donate accumulated vacation to this employee;

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

**Section 1:** employees are hereby authorized to donate accumulated vacation to Thomas Van Horn, making it possible for the payment of his salary to continue during his illness. Donated vacation time will be adjusted for hourly pay differentials and donations not needed, will be prorated back to all employees that donated vacation time.

**Section 2:** to continue receiving donated vacation time, the employee will be required to submit a written statement from his doctor every thirty days starting 30 days after utilizing the first day of donated vacation time. The doctor's statement should express the medical need for the employee to continue his absence from work.

**Section 3:** the utilization of donated vacation time will be discontinued if the employee becomes eligible to receive long term disability.

**PASSED AND APPROVED** this \_\_\_\_ day of November, 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, Jaycox

No: None

The Resolution was numbered 167-14.

RESOLUTION NO. 168-14 – AUTHORIZING A PAYMENT TO THE WAL-MART  
REAL ESTATE BUSINESS TRUST

City Attorney Ernest Cate presented a Resolution authorizing a payment in the amount of \$1,250,000.00 to the Wal-Mart Real Estate Business Trust pursuant to a developer partnership agreement between them and the City of Springdale for certain street and drainage improvements made when the new store was built

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

**A RESOLUTION AUTHORIZING A PAYMENT TO THE  
WAL-MART REAL ESTATE BUSINESS TRUST**

**WHEREAS**, on April 15, 2013, the City Council for the City of Springdale, Arkansas, adopted Ordinance No. 4686, which authorized the Mayor to enter into a Developer Partnership Agreement ("the Agreement") with the Wal-Mart Real Estate Business Trust;

**WHEREAS**, Section 2-158 of the Code of Ordinances of the City of Springdale, Arkansas, enacted pursuant to Ark. Code Ann. §14-58-305, provides that any bill, debt, or liability exceeding \$1,000,000.00 shall require confirmation of the City Council of the City of Springdale, Arkansas;

**WHEREAS**, the amount owed by the City pursuant to the Agreement with the Wal-Mart Real Estate Business Trust is in excess of \$1,000,00.00;

**WHEREAS**, the City Council for the City of Springdale, Arkansas, wishes to confirm the amount due pursuant to the Agreement, as such amount is owed by the City pursuant to the Agreement;

**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 the Wal-Mart Real Estate Business Trust in the amount of \$1,250,000.00 to satisfy all amounts due from the City pursuant to the Agreement.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

The vote:

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

No: None

The Resolution was numbered 168-14.

RESOLUTION NO. 169-14 – SETTING A PUBLIC HEARING DATE ON A PETITION BY REMINGTON PLACE OF SPRINGDALE LLC TO ABANDON A UTILITY EASEMENT LOCATED AT 514 AND 540 BUTTERFIELD COACH ROAD IN THE CITY OF SPRINGDALE

City Attorney Ernest Cate presented a Resolution setting a public hearing date for December 9, 2014 to hear a petition by Remington Place of Springdale LLC to abandon a utility easement located at 514 and 540 Butterfield Coach Road in the City of Springdale.

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

**A RESOLUTION SETTING A HEARING DATE ON A PETITION TO ABANDON A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, ARKANSAS.**

**WHEREAS**, Remington Place of Springdale, LLC has petitioned for the abandonment of a utility easements described as follows:

A part of the Northeast Quarter of the Northwest A Quarter of Section 5, Township 17 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Commencing at the Northwest corner of said forty acre tract and running thence along the West line of said forty acre tract S02°33'44"W 231.00' to a found iron pin, thence S02°33'57"W 362.72' to a set iron pin, thence leaving said West line S87°29'23"E 827.69' to the true point of beginning, thence S02°30'50"W 1.00', thence S87°29'23"E 411.14', thence N02°30'37"E 22.00', thence N87°29'23"W 411.14', thence S02°30'50"W 21.00' to the point of beginning. Containing 0.21 acres, more or less.

**LAYMAN'S DESCRIPTION:** 514 & 540 Butterfield Coach Road  
Springdale, Washington County,  
Arkansas  
**PARCEL NO.:** 815-30473-001, 815-30474-002 and  
815-30474-000

**WHEREAS**, the City Council finds that a hearing date should be set;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that December 9, 2014 at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

**PASSED AND APPROVED** this \_\_\_\_ day of November, 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 Jaycox made the second.

The vote:

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

No: None

The Resolution was numbered 169-14.

ORDINANCE NO. 4850 – AMENDING ARTICLE 6, SECTION 3.3 OF THE ZONING  
ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND FOR OTHER  
PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, which currently contains regulations pertaining to automobile garages. The amendments as follow will address the servicing, parking, and storage of vehicles located in a Use Unit 22 (Automotive Services) as well as Use Unit 41 (Automobile Sales).

3.3 Automobile garages. Use Unit 22 (Automotive Services) and Use Unit 41 (Automobile Sales). In any zoning district where permitted, automobile garages a Use Unit 22 (Automotive Services) and Use Unit 41 (Automobile Sales) shall be subject to:

1. The regulations set forth in subsection 3.6 of this article for drive-in facilities;
2. All of the lot used for the parking of vehicles, or for the storage and display of merchandise, shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by continued use;
3. All servicing of vehicles and assembly of equipment carried on as an incidental part of these use units shall be conducted within a completely enclosed building or in a service bay that is ~~and all appurtenances used for repair or service of vehicles which are not enclosed shall be~~ located at least twenty-five (25) feet from a street right-of-way line and fifty (50) feet from any lot line of an agricultural or residential district;
4. No automobile, article, or material stored or offered for sale in connection with these use units shall be stored or displayed outside the confines of the building unless it is so screened by a permanent opaque screening fence or wall so that it cannot be seen from an adjoining lot. The following screening and display criteria shall apply:

SPRINGDALE CITY COUNCIL  
NOVEMBER 25, 2014

- a. Except as provided in use unit 43: Automobile sale— Damaged vehicles, any automobile, truck, tractor, mobile home, boat or motorcycle sales areas are not required to screen fully assembled merchandise that is ready for sale.
  - b. No permanent open display will be permitted on sidewalks, or public right-of-way.
  - c. There shall be no open display of any kind whatsoever in the first twenty (20) feet of the required front setback.
5. All property must be designed and at all times maintained to allow emergency vehicles to respond and to navigate the property;
  6. Parked vehicles must be able to egress from a parked position without impediment; and
  7. Vehicles parked in designated services lanes are exempt from supplemental regulation #6 above during normal business hours.

Except for regulation #2, the provisions herein shall be applicable to all existing Use Unit 22 and Use Unit 41 uses in the City of Springdale as of the date of passage of this amendment, regardless of zoning district, with full compliance of these regulations by December 31, 2014.

A public hearing was held at the Springdale Planning Commission meeting on November 4, 2014.

Alderman Reed said the only problem he has with the ordinance is that the storage lots are to be paved with a sealed surface pavement.

City Attorney Cate said this language is not being changed in the ordinance. It already applies to C-2 but now will apply to all zoning districts and use units 22 and 41.

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

The vote:

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

No: Bruns

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

The vote:

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

No: None

The Ordinance was numbered 4856.

ORDINANCE NO. 4857 – AMENDING ARTICLE 5 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency and for other purposes.

Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the various use units which are allowed in the various zoning districts in Springdale, Arkansas.

The supplementary district regulations for Use Unit 22: Automotive Services and Use Unit 41: Automobile Sales, have changed. The amendment will reflect that Use Unit 22: Automotive Services and Use Unit 41: Automobile Sales are subject to the supplementary district regulations contained in Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas.

A public hearing was held at the Springdale Planning Commission meeting on November 4, 2014.

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

The vote:

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

No: Bruns

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

The vote:

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

No: None

The Ordinance was numbered 4857.

ORDINANCE NO. 4858 - AMENDING ARTICLE 4, SECTION 3 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Article 4, Section 3 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency and for other purposes.

Article 4, Section 3 of the Zoning Ordinance of the City of Springdale, Arkansas, contains regulations for the various commercial zoning districts in the City of Springdale. The regulations pertaining to the C-2 General Commercial District zoning district are in need of revision because of an amendment to Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas.

A public hearing was held at the Springdale Planning Commission meeting on November 4, 2014.

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

The vote:

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

No: Bruns

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

The vote:

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

No: None

The Ordinance was numbered 4858.

ORDINANCE NO. 4859 – REZONING 4.09 ACRES OWNED BY OZARK GUIDANCE CENTER LOCATED ON THE WEST SIDE OF I-49 AND THE NORTH SIDE OF WATKINS AVENUE, FROM P-1 TO C-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 4.09 acres owned by Ozark Guidance Center located on the west side of I-49 and the north side of Watkins Avenue, from P-1 to C-2 and declaring an emergency.

A public hearing was held at the Springdale Planning Commission meeting on November 4, 2014.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4859.

OZARK REGIONAL TRANSIT SEMI-MONTHLY REPORT

Jeff Hatley gave a report on Ozark Regional Transit. The numbers are down for the last three months but overall are up over last year.

RESOLUTION NO. 170-14 – RECOGNIZING THE CHILDREN'S SAFETY CENTER'S "CHILDREN'S CHRISTMAS TRAIN" EVENT AS A CITY APPROVED SPECIAL EVENT

Alderman Overton presented a Resolution recognizing the Children's Safety Center's "Children's Christmas Train" event as a city approved special event.

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

**A RESOLUTION RECOGNIZING THE CHILDREN'S SAFETY CENTER'S "CHILDREN'S CHRISTMAS TRAIN" EVENT AS A CITY APPROVED SPECIAL EVENT.**

**WHEREAS**, the Children's Safety Center has annually conducted a "Children's Christmas Train" event, thereby bringing visitors to Springdale, Arkansas, and generating tourism dollars for Springdale, Arkansas;

**WHEREAS**, the 2014 "Children's Christmas Train" event will take place on Saturday, December 6, 2014, at the Train Depot on Emma Avenue;

**WHEREAS**, the 2014 "Children's Christmas Train" event will raise awareness of the Children's Safety Center, and help further its goal of ending child abuse;

**WHEREAS**, the City of Springdale wishes to declare the 2014 "Children's Christmas Train" event a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of this event to have vendors, food trucks, and exhibitors on site during this special event.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2014 "Children's Christmas Train" event, which will take place on Saturday, December 6, 2014, is hereby recognized as a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of this event to have vendors, food trucks, and exhibitors on site during this special event.

**PASSED AND APPROVED** this \_\_\_\_\_ day of November, 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 Jaycox made the second.

The vote:

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

No: None

The Resolution was numbered 170-14.

ORDINANCE NO. 4860 – WAIVING COMPETITIVE BIDDING FOR FURNISHING OF AN EMPLOYEE ASSISTANCE PROGRAM

Human Resource Director Gina Lewis presented an Ordinance waiving competitive bidding for furnishing of an Employee Assistance Program.

The City of Springdale has approximately 495 employees of which some occasionally need counseling services. The Human Resources Director prepared a request for proposals (RFP) and placed an advertisement in the local paper. There were seven proposals received as a result of the RFP and the advertisement and reviewed by a committee consisting of the Administrative and Financial Services Director, the Human Resources Director, Assistant Fire Chief, two Police Captains and the Human Resource Specialist.

The committee selected three proposals for presentations and at the conclusion recommended that the City of Springdale contract with ComPsych to provide EAP services for the employees for a fee of \$1.73 per employee per month.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4860.

ORDINANCE NO. 4861 – WAIVING COMPETITIVE BIDDING FOR REPLACING THE ROOF ON THE INFORMATION TECHNOLOGY BUILDING

Alderman Overton presented an Ordinance waiving competitive bidding for replacing the roof on the Information Technology Building.

The flat roof on the IT building has aged to the point that it is starting to leak into the IT conference room. It is recommended that the flat roof be replaced with a pitch roof that conforms with the adjoining roof of the fitness center. Due to the need to protect the city's computer equipment competitive bidding is not feasible and is hereby waived. Evans Construction and Remodeling LLC will replace the roof for a price not to exceed \$20,380 of funds from the Capital Improvement Project Fund.

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

The vote:

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

No: Overton, Bruns

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

The vote:

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

No: Overton

The Ordinance was numbered 4861.

RESOLUTION NO. 171-14 – AUTHORIZING THE CITY OF SPRINGDALE TO PARTICIPATE WITH SPRINGDALE KIWANIS CLUB IN PURCHASING NEW PLAYGROUND EQUIPMENT FOR LUTHER GEORGE PARK

Alderman Bruns presented a Resolution authorizing the City of Springdale to participate with Springdale Kiwanis Club in purchasing new playground equipment for Luther George Park.

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

**A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE, ARKANSAS, TO PARTICIPATE WITH SPRINGDALE KIWANIS CLUB IN PURCHASING NEW PLAYGROUND EQUIPMENT FOR LUTHER GEORGE PARK.**

**WHEREAS**, the Kiwanis Club ("the Club") of Springdale, Arkansas, has determined that there is a community need for new playground equipment ("the Project") at Luther George Park in the City of Springdale, Arkansas;

**WHEREAS**, the Club has obtained a quote of the estimated costs associated with the Project;

**WHEREAS**, the Project has an estimated total cost of \$249,701.83;

**WHEREAS**, the Club requests to participate with the City of Springdale in the Project, and has stated its commitment to provide a minimum of \$95,000.00 towards the Project costs;

**WHEREAS**, the Club requests that the City of Springdale, Arkansas, commit the funds necessary to fund the remainder of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that CIP funds are hereby approved for the Project in an amount not to exceed \$154,701.83.

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

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

ATTEST:

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

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 171-14.

ORDINANCE NO. 4862 – AMENDING SECTION 102-7 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS (SOLID WASTE AND TRASH)

Alderman Ford presented an Ordinance amending Section 102-7 of the Code of Ordinances, which contains regulations pertaining to solid waste and trash in the City of Springdale. The bulky waste collection fee is currently set at \$0.50 per month, and is billed on the municipal water bill of all residential units with the exception of multiple residential units. The costs incurred by the City of Springdale in providing for bulky waste collection and disposal have increased since the bulky waste collection fee was adopted in 2007. The amendment is to increase the monthly bulky waste collection and disposal fee to \$0.55. The new bulky waste collection fee shall be assessed beginning January 1, 2015.

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

The vote:

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

No: Overton

The Ordinance was numbered 4862.

ORDINANCE NO. 4863 – AUTHORIZING THE COLLECTION OF A FEE FOR GRAFFITI REMOVAL ON COMMERCIAL PROPERTY BY THE CITY OF SPRINGDALE, ARKANSAS

Alderman Ford presented an Ordinance authorizing the collection of a fee for graffiti removal on commercial property by the City of Springdale, Arkansas.

Chapter 42 of the Code of Ordinances of the City of Springdale, Arkansas, provides that the City of Springdale Public Works Department is to remove graffiti. The incidents of graffiti have increased, and the cost associated with the removal of graffiti from commercial properties has increased as well.

The City Council finds that in order to provide for the graffiti removal fee on commercial property, Section 102-7 of the Code of Ordinances of the City of Springdale, Arkansas, which provides for the rates charged for sanitation services, should be amended to add:

- (c) A monthly graffiti removal fee of \$1.00 shall be billed on the municipal water bills of all commercial accounts. All graffiti removal fees collected by the Springdale Water Utilities under this

section shall be transferred to the public works department and be used solely and exclusively to provide graffiti removal services for commercial properties.

This ordinance shall take effect, and the graffiti removal fee shall be assessed on commercial water accounts beginning January 1, 2015.

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

The vote:

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

No: Overton

The Ordinance was numbered 4863.

RESOLUTION NO. 172-14 – APPROVING THE CITY OF SPRINGDALE, ARKANSAS BUDGET FOR THE YEAR 2015

Alderman Ford presented a Resolution approving the City of Springdale, Arkansas, Budget for the Year 2015.

**RESOLUTION NO. 172-14**

**A RESOLUTION APPROVING THE CITY OF SPRINGDALE, ARKANSAS BUDGET FOR THE YEAR 2015**

**WHEREAS**, the Mayor has presented a proposed budget for the calendar year 2015 to the City Council for the City of Springdale, Arkansas as required by Arkansas Code 14-58-201; and

**WHEREAS**, the Mayor's proposed budget includes a compensation step increase for eligible employees and an adjustment in the pay scale by deleting the first step and adding an additional step on each pay grade; and

**WHEREAS**, the City Council Finance Committee held budget work sessions to review, study, discuss and adjust the 2015 budget proposed by the Mayor and has recommended adoption with amendments;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the 2015 Mayor's proposed budget and the salary increases adjusted by the budget changes made by the City Council Finance Committee including the compensation adjustment made in the Police Department, are hereby passed and approved with the compensation increases to be effective January 1, 2015.

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

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

ATTEST:

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

APPROVED AS TO FORM

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

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

The vote:

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

No: Overton

The Resolution was numbered 172-14.

ORDINANCE NO. 4864 – SETTING THE SALARIES OF THE ELECTED OFFICIALS  
AND PLANNING COMMISSION MEMBERS OF SPRINGDALE, ARKANSAS AND  
REPEALING ORDINANCE NO. 4785

Alderman Ford presented an Ordinance setting the salaries of the elected officials and Planning Commission members of Springdale, Arkansas and repealing Ordinance No. 4785.

Effective January 1, 2015, the compensation for Springdale elected officials and Planning Commission members shall be as shown below.

City Council Members	\$ 10,200	annual
Planning Commission Members	3,600	annual
Mayor	4,363.54	bi-weekly
City Clerk/Treasurer	3,056.92	bi-weekly
City Attorney	3,997.54	bi-weekly
District Judge	4,848.15	bi-weekly

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4864.

ORDINANCE NO. 4865 – AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1001 WILKINSON LANE

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 1001 Wilkinson Lane. The owner is Jessie Howard.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4865.

ORDINANCE NO. 4866 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS (3224 SAGELEY LANE)

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris at 3224 Sageley Lane located within the City of Springdale, Arkansas. The owner is Jennifer Bingham.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4866.

ORDINANCE NO. 4867 – 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 (LOTS 1,2,3 WHILLOCK ADDITION, 662 CHATEAU AVENUE, 604 DODSON STREET, 2911 FALCON ROAD, 740 GENEVA STREET, 3207 KASEY AVENUE, 3068 NAPA LANE, 2403 SYCAMORE STREET, 1615 THEODORE, 2403 TONI AVENUE, 1307 YOUNG STREET)

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. (Lots 1,2,3, Block 2 of Whillock Addition, 662 Chateau Ave., 604 Dodson St., 2911 Falcon Rd., 740 Geneva St., 3207 Kasey Ave., 3068 Napa Ln., 2403 Sycamore St., 1615 Theodore, 2403 Toni Ave., 1307 Young St.,)

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4867.

RESOLUTION NO. 173-14 – REQUIRING THE CITY OF SPRINGDALE TO OBTAIN AND EVALUATE PROPOSALS BEFORE DECIDING ON AN EMPLOYEE HEALTH INSURANCE PROVIDER OR PLAN FOR 2016

Alderman Reed presented a Resolution requiring the City of Springdale to obtain and evaluate proposals before deciding on an employee health insurance provider or plan for 2016.

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

**A RESOLUTION REQUIRING THE CITY OF SPRINGDALE TO OBTAIN AND EVALUATE PROPOSALS BEFORE DECIDING ON AN EMPLOYEE HEALTH INSURANCE PROVIDER OR PLAN FOR 2016**

**WHEREAS**, the City Council of the City of Springdale, Arkansas, wishes to ensure that the City will provide an employee health insurance plan for 2016 that is compliant with all laws, and that is both affordable and responsive to the employees of the City; and

**WHEREAS**, in order to select the best employee health insurance provider and plan for 2016, both for the City and for its employees, the City Council believes that this

SPRINGDALE CITY COUNCIL  
NOVEMBER 25, 2014

selection should be done only after obtaining and evaluating quotes from various health insurance providers and plans; and

**WHEREAS**, the City Council wishes to make it known that the employee health insurance provider and plan for 2016 will be selected only after the City has obtained and evaluated quotes from various health insurance providers and plans.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City of Springdale, Arkansas, will select its 2016 employee health insurance provider and plan only after obtaining and evaluating quotes from various health insurance providers capable of providing an employee health insurance plan for the employees of the City of Springdale, Arkansas for 2016.

**PASSED AND APPROVED** this \_\_\_\_ day of November, 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 Jaycox made the second.

The vote:

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

No: None

The Resolution was numbered 173-14.

ADJOURNMENT

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

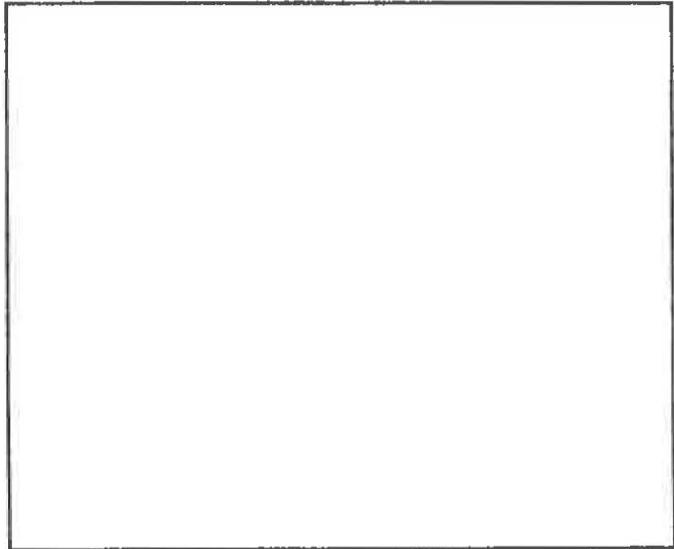
After a voice vote of all ayes and no nays, the meeting adjourned at 6:45 p.m.

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

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

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

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



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

**WHEREAS**, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council on December 9, 2014, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

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

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

A part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 17 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Commencing at the Northwest corner of said forty acre tract and running thence along the West line of said forty acre tract S02°33'44"W 231.00' to a found iron pin, thence S02°33'57"W 362.72' to a set iron pin, thence leaving said West line S87°29'23"E 827.69' to the true point of beginning, thence S02°30'50"W 1.00', thence S87°29'23"E 411.14', thence N02°30'37"E 22.00', thence N87°29'23"W 411.14', thence S02°30'50"W 21.00' to the point of beginning. Containing 0.21 acres, more or less.

**LAYMAN'S DESCRIPTION:** 514 & 540 Butterfield Coach Road  
Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-30473-001, 815-30474-002 and

815-30474-000

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

**Section 2: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



2603 W. Pleasant Grove, Suite 102  
Rogers, AR 72758  
[www.capitalabstracttitle.com](http://www.capitalabstracttitle.com)  
479-633-8771

November 5, 2014

Patsy Christie, Director  
Planning & Community Development  
201 Spring Street  
Springdale, AR 72764

RE: Petition to Vacate Utility Easement- 514 Butterfield Coach Road, Springdale, AR

Dear Ms. Christie:

Please find enclosed an original Petition to Vacate Utility Easement, exhibits thereto, the parcel survey evidencing the encroachment and existing easements of record in relation to the entire parcel, replies and approvals from the concerned utilities, a copy of the recorded easement set out from the encroachment where all but the water lines were set and a new and additional easement to be recorded with the county for a portion of water lines that were not provided for in the original easements. I have retained the original unrecorded easement for recording and am prepared to have it filed or forwarded to your office upon further instruction.

Upon approval, I would request that the Petition be placed on the council's November 11 agenda. If you require any additional documentation or information, please do not hesitate to contact me at 479-633-8771 or on my cell at 501-258-4408. Please let me know if there is anything else that I need to do once we are approved for the agenda.

Thank you in advance for your time and assistance.

Sincerely,



Angela M. Ellis

Cc: Springdale Public Works  
Ozark Electric Cooperative  
Cox Communications  
AT&T  
Springdale Water Utilities



2603 W Pleasant Grove Rd, STE 102  
Rogers, AR 72758  
(479) 633-8771 / (479) 633-8772 FAX  
[www.capitalabstracttitle.com](http://www.capitalabstracttitle.com)

Monday, September 08, 2014

To: Clayton Sedberry  
City of Springdale

RE: Petition to Vacate Utility Easement

Mr. Sedberry,

Enclosed is the information concerning the Petition to Vacate Utility Easement at the Montecito Springs Apartments, located at 514 Butterfield Coach Rd, Springdale. Please advise of any issues or changes that will be needed to complete the Petition. Once reviewed, please provide a list of utilities from which we will need approval. You may contact Charlie Hokeah ([Charlie@capitalabstracttitle.com](mailto:Charlie@capitalabstracttitle.com)) or Angela Ellis ([Angie@capitalabstracttitle.com](mailto:Angie@capitalabstracttitle.com)) at the number above. Thank you for help.

Best Regards,

A handwritten signature in black ink, appearing to read "Angela M. Ellis", is written over the typed name.

Angela M. Ellis  
Managing Attorney  
Capital Abstract & Title

PETITION TO VACATE UTILITY EASEMENT

REMINGTON PLACE OF SPRINGDALE, LLC

PETITIONER

Address: 514 & 540 Butterfield Coach Road  
Springdale, AR 72764

Tax Parcel: 815-30473-001  
815-30474-002  
815-30474-000

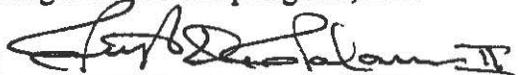
Legal Description: See Exhibit "A"

Easement Description: See Exhibit "B"

Survey: Dated 8/15/2014 by Blew & Associates, PA, Job NO. 14-569.  
See Exhibit "C"

We, the undersigned owners of the above described real property situated in Springdale, Arkansas, hereby petition the City Council for the City of Springdale, Arkansas, to release vacate, and abandon that portion of the utility easement that is encroached upon by improvements on the property as more particularly shown on the survey, which is attached hereto as Exhibit "B".

Remington Place of Springdale, LLC

By:   
Clifton D. Cabaness, II  
Managing Member

Date: 8.28.2014

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

File Number: RO14-2 PRO FORMA

Policy Number: PRO FORMA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHINGTON, STATE OF ARKANSAS, AND IS DESCRIBED AS FOLLOWS:

A part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 17 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows, To-wit: Beginning at a point which is S02°33'44"W 231.00' from the Northwest Corner of said forty acre tract, said point being a found iron pin, and running thence S87°29'28"E 1320.79' to a set iron pin on the East line of said forty acre tract, Thence along said East line S02°31'50"W 467.66' to a set iron pin, Thence leaving said East line N89°22'50"W 314.23' to a set iron pin, Thence N61°32'25"W 263.248' to a set iron pin, Thence N87°29'28"W 770.00' to a set iron pin on the West line of said forty acre tract, Thence along said West line N02°33'57"E 362.72' to the Point of Beginning.

Title company reserves the right to change legal description upon completion of final survey.

Tax Parcel Identification Number: 815-30473-001

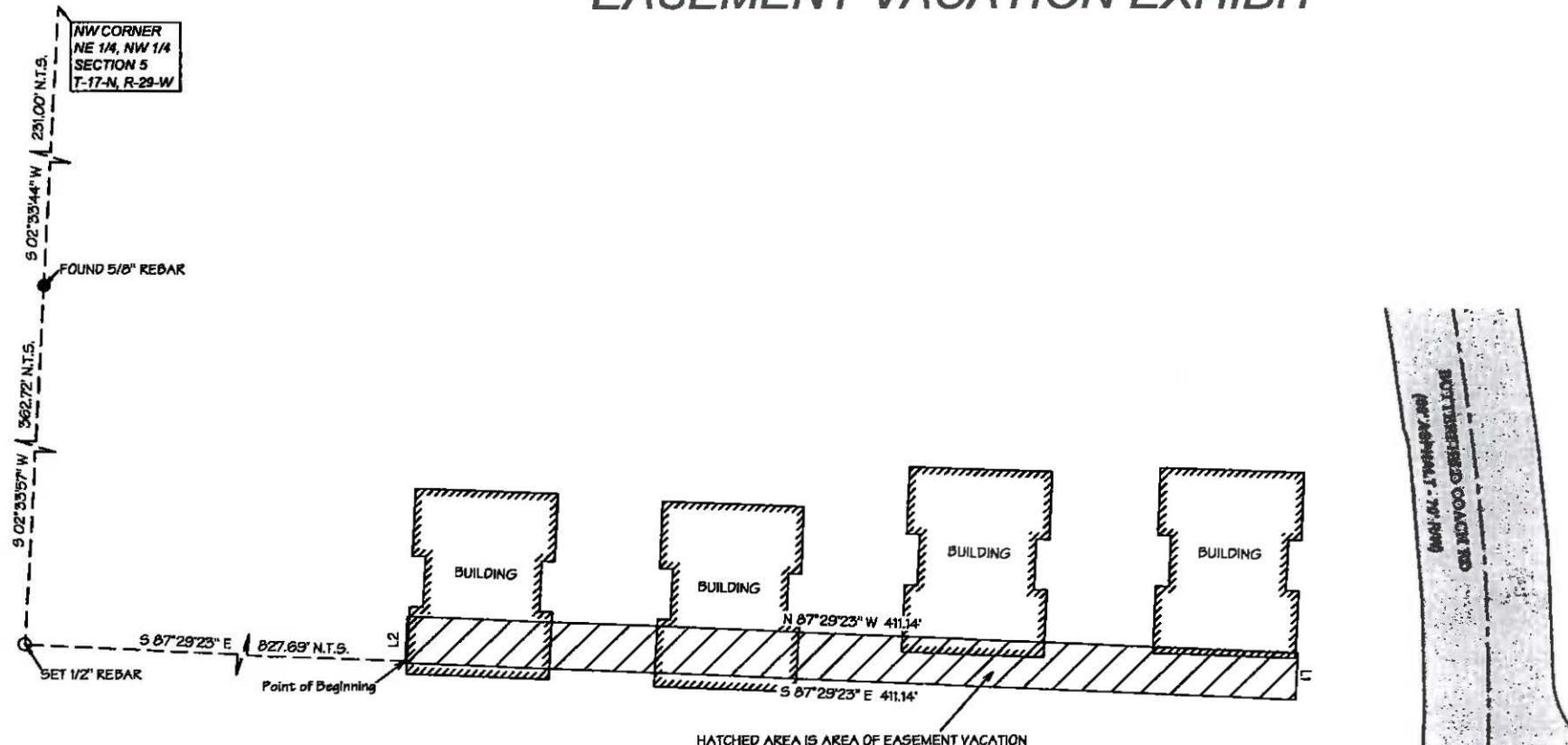
Tax Parcel Identification Number: 815-30474-002

Tax Parcel Identification Number: 815-30474-000

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE WEST LINE OF SAID FORTY ACRE TRACT S02°33'44"W 231.00' TO A FOUND IRON PIN, THENCE S02°33'57"W 362.72' TO A SET IRON PIN, THENCE LEAVING SAID WEST LINE S87°29'23"E 827.69' TO THE TRUE POINT OF BEGINNING, THENCE S02°30'50"W 1.00', THENCE S87°29'23"E 411.14', THENCE N02°30'37"E 22.00', THENCE N87°29'23"W 411.14', THENCE S02°30'50"W 21.00' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

Exhibit "B"

# EASEMENT VACATION EXHIBIT



### Easement Vacation Description

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE WEST LINE OF SAID FORTY ACRE TRACT S02°33'44\" W 231.00' TO A FOUND IRON PIN, THENCE S02°33'57\" W 362.72' TO A SET IRON PIN, THENCE LEAVING SAID WEST LINE S87°29'23\" E 827.69' TO THE TRUE POINT OF BEGINNING, THENCE S02°30'50\" W 1.00', THENCE S87°29'23\" E 411.14', THENCE N02°30'37\" E 22.00', THENCE N87°29'23\" W 411.14', THENCE S02°30'50\" W 21.00' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

FIRM:  
**BLEW & ASSOCIATES, PA**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 524 W. SYCAMORE ST, SUITE 4  
 FAYETTEVILLE, ARKANSAS 72703  
 OFFICE: 479.443.4306  
 FAX: 479.582.1883  
 www.BLEWING.com

Certificate of Authorization No 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
G.A.C. 9/22/2014	B.D.B.	W.A.
COUNTY & STATE:	JOB NUMBER:	
WASHINGTON COUNTY, ARKANSAS	14-569	

LOCATION:  
 REMINGTON PLACE OF SPRINGDALE

FOR THE USE AND BENEFIT OF:  
**TRINITY MULTIFAMILY**



LINE	BEARING	DISTANCE
L1	N 02°30'37\" E	22.00'
L2	S 02°30'50\" W	22.00'

Exhibit "C"

## Angie Ellis

---

**From:** Sam Goade <[sgoade@springdalear.gov](mailto:sgoade@springdalear.gov)>  
**Sent:** Wednesday, September 24, 2014 2:32 PM  
**To:** Angie Ellis  
**Subject:** RE: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement  
**Attachments:** DOC092414-09242014140044.pdf

Hi Angie,

I have completed my evaluation of your request for vacation of a utility easement. Per the attached the Springdale Public Works Department has no objections to the vacation of easement as documented in your submittal. Please call me at 479-601-4270 if you have any questions.

Thanks,

Sam

Sam Goade

Public Works Director  
Springdale Public Works  
269 E. Randall Wobbe Lane  
Springdale, Arkansas 72764

Phone 479-750-8135  
Fax 479-750-8504

-----Original Message-----

**From:** Angie Ellis [<mailto:angie@capitalabstracttitle.com>]  
**Sent:** Wednesday, September 24, 2014 12:15 PM  
**To:** [sgoade@springdalear.gov](mailto:sgoade@springdalear.gov)  
**Subject:** FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

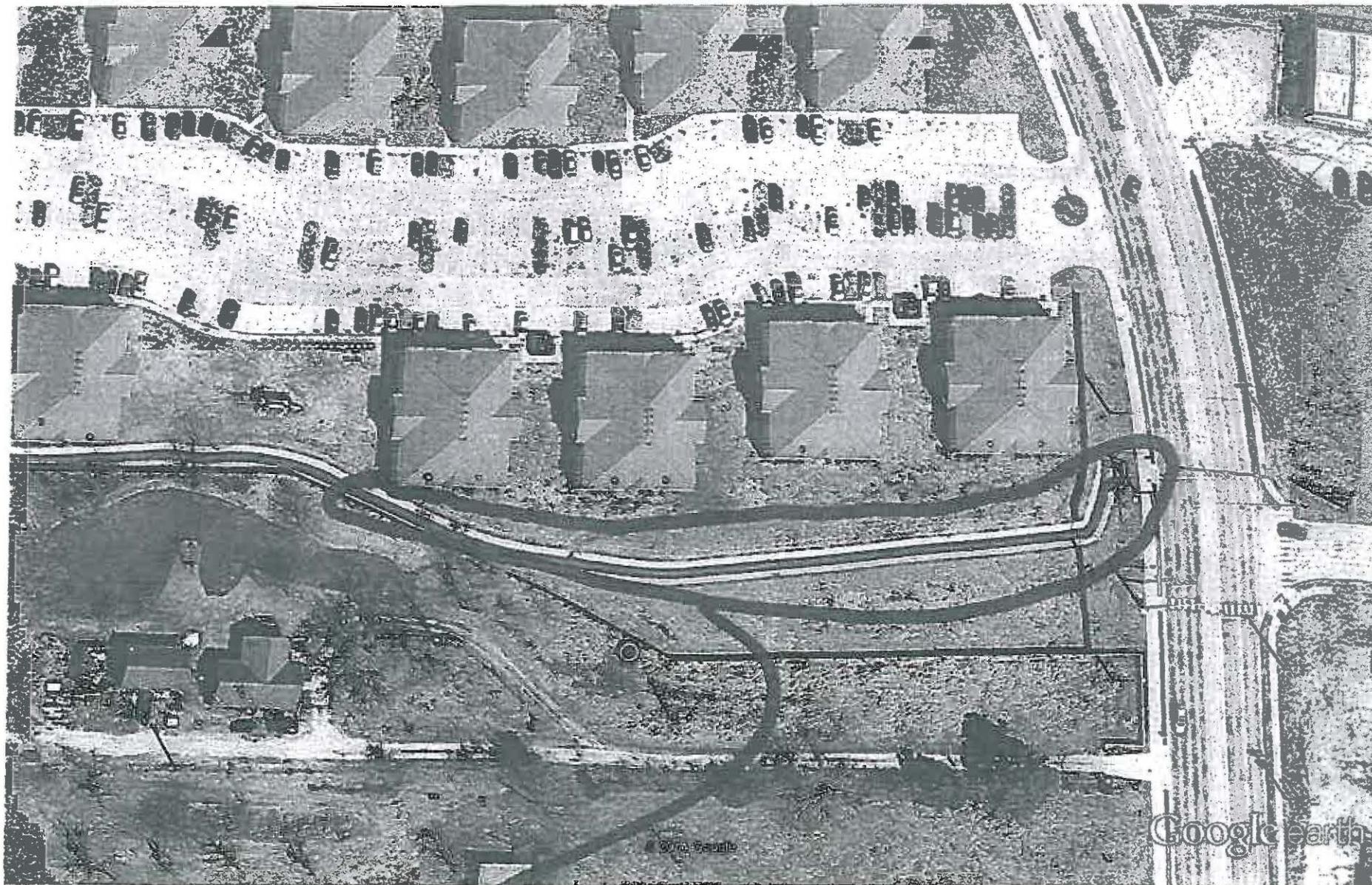
Sam, thank you for taking the time to speak with me this morning regarding the petition to vacate easement on the Montecito Springs complex in Springdale. I've attached the petition, exhibits including the tract legal, description of the portion of the easement to be vacated, survey of the same, and a copy of the tract survey for reference on the overall nature of the easement and encroachment.

Please let me know if I need to provide any other info or documentation.  
If you need to get in touch with me by phone, please call on my cell at 501-258-4408.

Again, thank you for your time.

Angela M. Ellis  
Managing Attorney  
Capital Abstract & Title Co, LLC  
2603 W. Pleasant Grove, Ste 102  
Rogers, AR 72758





Google earth

feet  
meters

100 500  
**NO CONFLICT**

09-24-14  
P4



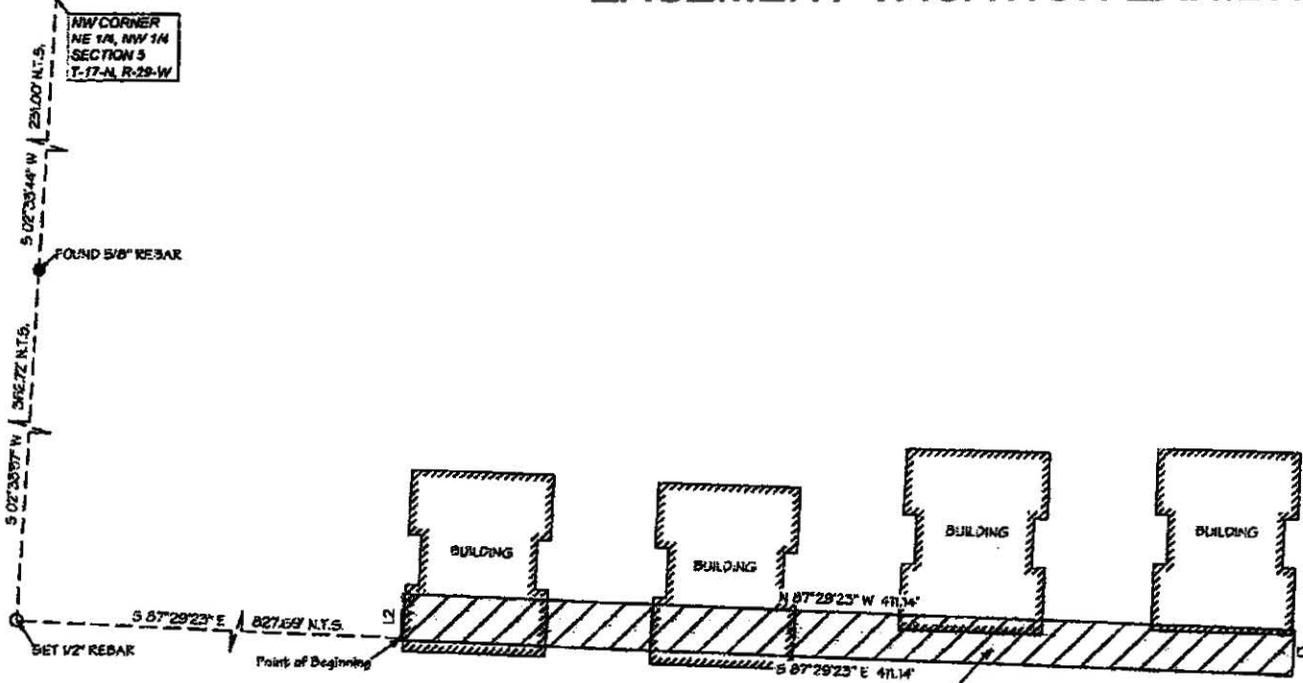


Google earth

feet  
meters



# EASEMENT VACATION EXHIBIT



HATCHED AREA IS AREA OF EASEMENT VACATION

09-24-14  
 No objection to EASEMENT  
 VACATION AS SHOWN.  
 SAM GOADE, Public Works Director



LINE	BEARING	DISTANCE
L1	N 02°30'37\" E	22.00'
L2	S 02°30'50\" W	22.00'

A M 17 C I O I A: A I W S I S L E 77 S C 77 41 O V L E

BL  
CIVIL  
FA

LUB VED  
G.A  
LUB VED  
W VLE  
LUB VED  
RI  
CON VED



**Angie Ellis**

---

**From:** Mark Beasley <mkbeasley@aep.com>  
**Sent:** Thursday, September 25, 2014 11:27 AM  
**To:** Angie Ellis  
**Subject:** RE: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

Angie, SWEPCO does not provide electric service to those buildings. They are customer of Ozarks Electric. You should be to contact them and have the look at the release.

Thanks,  
Mark

Mark K Beasley  
AEP/SWEPCO  
415 W Stribling Dr., Rogers, AR 72764  
479 986-1004  
(8) 709-1004  
[mkbeasley@aep.com](mailto:mkbeasley@aep.com)

-----Original Message-----

**From:** Angie Ellis [<mailto:angie@capitalabstracttitle.com>]  
**Sent:** Thursday, September 25, 2014 10:08 AM  
**To:** Mark Beasley  
**Subject:** FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.

\*\*\*\*\*

Mark, thank you for getting back with me so quickly. Please let me know if I need to send anything else or if there are any issues with approval of the vacation. Have a wonderful weekend!

Angela M. Ellis

-----Original Message-----

**From:** Angie Ellis [<mailto:angie@capitalabstracttitle.com>]  
**Sent:** Wednesday, September 24, 2014 12:15 PM  
**To:** 'sgoade@springdalear.gov'  
**Subject:** FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

Sam, thank you for taking the time to speak with me this morning regarding the petition to vacate easement on the Montecito Springs complex in Springdale. I've attached the petition, exhibits including the tract legal, description of the portion of the easement to be vacated, survey of the same, and a copy of the tract survey for reference on the overall nature of the easement and encroachment.

Please let me know if I need to provide any other info or documentation. If you need to get in touch with me by phone, please call on my cell at 501-258-4408.

Again, thank you for your time.

Angela M. Ellis  
Managing Attorney  
Capital Abstract & Title Co, LLC  
2603 W. Pleasant Grove, Ste 102  
Rogers, AR 72758  
(479) 633-8771 Phone  
[angie@capitalabstracttitle.com](mailto:angie@capitalabstracttitle.com)

**Angie Ellis**

---

**From:** Stokes, Scott <Scott.Stokes@sourcegas.com>  
**Sent:** Tuesday, September 30, 2014 4:18 PM  
**To:** angie@capitalabstracttitle.com  
**Subject:** FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement  
**Attachments:** SC35314092308430.pdf; RO14-2 Exhibit to Petition.pdf; Survey-Prelim14-569 8-18-14 (2).pdf

Angela,

SourceGas does not have or plan to have any facilities in the proposed vacated easement. SourceGas has no objections to the vacation.

Thank you

Scott Stokes  
Field Coordinator- Fayetteville Division  
479-575-1424

-----Original Message-----

**From:** Chism, Darrin  
**Sent:** Tuesday, September 30, 2014 12:10 PM  
**To:** Stokes, Scott  
**Subject:** FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

Can you look at this and take care of it?

Thanks,

Darrin Chism  
Fayetteville Division Manager  
[Darrin.Chism@sourcegas.com](mailto:Darrin.Chism@sourcegas.com)  
479.582.7875

-----Original Message-----

**From:** Angie Ellis [<mailto:angie@capitalabstracttitle.com>]  
**Sent:** Tuesday, September 30, 2014 12:08 PM  
**To:** Chism, Darrin  
**Subject:** FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

Darrin, thank you for getting back with me regarding the easement I am attempting to get vacated. Please see my email below to Ozark Electric concerning the matter. If you have any questions, please let me know. Thanks in advance for your time.

Angela M. Ellis

-----Original Message-----

From: Angie Ellis [<mailto:angie@capitalabstracttitle.com>]

Sent: Tuesday, September 30, 2014 9:17 AM

To: 'wdick@ozarksecc.com'

Subject: FW: 514 & 540 Butterfield Coach Rd, Springdale, AR Petition to Vacate Easement

William, I spoke briefly with Valerie in your office regarding vacating a portion of an easement on an apartment complex in Springdale. She advised you would likely be the best person to forward the matter on to for review.

I am representing the seller/owner in the conveyance of the property and we discovered an encroachment on a general utility easement on the southeast portion of the property. I've attached a survey of both the encroachment and the tract. As you can see, there are 4 buildings at the southeast corner that go into the granted easement several feet. However, the surveyor has advised that the utilities were run south and outside of the easement in order to accommodate the buildings.

Our title insurer will not provide coverage without a correction for the easement. And the city has advised that in order to vacate and revise, we will need the approval of all of the utilities that have a right to the grant. We are only looking to vacate the portion that is encroached and not the entire easement. I've attached the petition and exhibits for your review.

Please let me know if you are the correct contact. If so, please advise if you need any additional information to approve the vacation. I look forward to hearing from you.

Angela M. Ellis  
Managing Attorney  
Capital Abstract & Title Co, LLC  
2603 W. Pleasant Grove, Ste 102  
Rogers, AR 72758  
(479) 633-8771 Phone  
[angie@capitalabstracttitle.com](mailto:angie@capitalabstracttitle.com)



## Ozarks Electric Cooperative Corporation

---

A Touchstone Energy @ Cooperative   
Greg McGee (479) 684-4634  
Box 848  
Fayetteville, Arkansas 72702-0848  
(479) 521-2900

To whom it may concern,

October 2, 2014

Ozarks Electric gives permission to vacate the southeast portion of the Utility Easement at 514 & 540 Butterfield Coach Road, Trinity Multifamily at Remington Place of Springdale in Washington County Arkansas. The U.E. that is not under the existing buildings will remain and a new easement that follows the existing underground electric lines will be added immediately. Ozarks will need documentation of the new recorded easement. The new easement is to be 20 feet wide, 10 feet on either side of the existing underground electric lines. The portion of the U.E. to be vacated does not currently have O.E.C.C. facilities in it.

If you have any questions please call Greg McGee 684-4634.

Thank you,  
Greg McGee



To whom it may concern:

Cox approves the vacate of easement as shown in exhibit A & B in the Montecito Springs complex. However; Cox does have existing plant that falls within and out of the existing easement to service the tenants and provides cable services to our customers. Cox approves this vacate on the following conditions:

- That a new easement is provided by the property owner that will include the existing cable within said easement.
- That Cox is provided a copy of this new easement for approval prior to being filed with the city or county.

Sincerely,

Michael Moore  
Planner  
Cox Communications  
4901 South 48<sup>th</sup> Street  
Springdale, AR 72762  
479-717-3730



**at&t**

Layne Rhodes  
Manager OSP Planning & Engineering Design  
1133 E. Harold St  
Fayetteville, AR 72703  
O: 479-442-1977 M: 479-305-4530 F: 479-442-3117

To whom it may concern,

October 3, 2014

AT&T gives permission to vacate the southeast portion of the Utility Easement at 514 & 540 Butterfield Coach Road, Trinity Multifamily at Remington Place of Springdale in Washington County Arkansas. The U.E. that is not under the existing buildings will remain and a new easement that follows the existing buried cables will be added immediately. AT&T requires documentation of the new recorded easement. The new easement is to be 20 feet wide, 10 feet on either side of the existing underground electric lines. The portion of the U.E. to be vacated does not currently have AT&T facilities in it.

For any questions, please call 479-442-1977.

Thank you,

Layne Rhodes



# Springdale Water Utilities

526 Oak Avenue P.O. Box 769 Springdale, Arkansas 72765-0769 (479) 751-5751

October 6, 2014

Angela M. Ellis  
Managing Attorney  
Capital Abstract & Title Co. LLC  
2603 W. Pleasant Grove. Suite 102  
Rogers, AR 72758

RE: Release of Utility Easement  
514 & 540 Butterfield Coach Road  
Remington Place of Springdale  
Springdale, Arkansas

Dear Ms. Ellis,

The following is in response to your client's request for the release of a certain easement located on the above referenced property.

It is my understanding that they desire the abandonment of a portion of an existing twenty (20) foot platted utility easement across the southeast portion of Remington Place of Springdale due to the encroachment by improvements to the property. The area of encroachment is shown on the preliminary survey by Blew & Associates, PA, dated August 15, 2014, and the requested area of release is illustrated in the "Easement Vacation Exhibit" both of which were provided with the request for abandonment.

Since the Springdale Water Utilities does not operate or maintain facilities within that portion of the platted general utility easement, it has no objection to the release as requested.

If you have any questions, concerns or comments, please feel free in contacting me at your earliest convenience by calling (479) 927-4183.

Sincerely,

Rick Pulvirenti, P.E.  
C.O.O. & Director of Engineering  
Springdale Water Utilities

cc: Heath A. Ward, SWU  
File

Copy

Doc ID: 008823640004 Type: REL  
Recorded: 08/28/2005 at 12:19:58 PM  
Fee Amt: \$17.00 Page 1 of 4  
Washington County, AR  
Bette Stamps Circuit Clerk  
File 2005-00022424

**EASEMENT**

**TRACT NO.**

**STATE OF ARKANSAS  
COUNTY OF WASHINGTON**

**KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of \$1.00 and other valuable consideration to the undersigned, **SCB Investments, L.L.C.**, paid, the receipt of which is hereby acknowledge, the said Grantor does hereby **GRANT, SELL AND CONVEY** unto the City of Springdale, Arkansas, a municipal corporation, all public utility companies, and to the cable television company (herein, styled Grantees), its successors and assigns, the right of way and easement to construct, lay, remove, relay and enlarge and operate a line or lines, manholes, storm drainage, sanitary sewer, and appurtenances thereto, on, over, across and under the following described real estate, to-wit:

**PROPERTY DESCRIPTION:**

Part of the Fractional Northeast Quarter (Fri. NE 1/4) of the Fractional Northwest Quarter (Fri. NW 1/4) of Section Five (5), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, being more particularly described as follows:

Commencing from a point which is South 00°01'51" West 231.00 feet from a found iron pin at the Northwest corner of the Fri. NE 1/4 of the Fri. NW 1/4 of said Section 5, said point being the POINT OF BEGINNING; thence South 00°01'51" West, - 362.72 feet; thence North 89°58'42" East, - 770.00 feet; thence South 64°04'15" East, - 263.48 feet; thence North 88°05'20" East, - 314.23 feet to the East line of said Fri. Ne 1/4 of the Fri. NW 1/4; thence North, - 467.66 feet along said East line; thence leaving said East line South 89°58'42" West, - 1,320.79 feet to the POINT OF BEGINNING, and containing 12.11 acres, more or less, and subject to easements, Rights-of-Way, and protective covenants of record, if any.

CITY OF SPRINGDALE  
201 SPRING ST., ROOM 203  
SPRINGDALE, AR 72764

**EASEMENT DESCRIPTION:**

Part of the Fractional Northeast Quarter (Fri. NE 1/4) of the Fractional Northwest Quarter (Fri. NW 1/4) of Section Five (5), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Fractional Northwest corner of the Fri. NE 1/4 of the Fri. NW 1/4 of said Section 5; thence South 00°01'51" West - 593.72 feet; thence

Copy

North 89°58'42" East - 769.98 feet to the POINT OF BEGINNING; thence North 89°58'42" East - 45.70 feet; thence South 64°04'15" East - 217.43 feet; thence North 88°05'20" East - 283.38 feet; thence North 00°06'48" East - 85.80 feet; thence North 89°58'42" East - 20.00 feet; thence South 00°06'48" West - 105.16 feet; thence South 88°05'20" West - 307.64 feet; thence North 64°04'15" West - 263.48 feet to the POINT OF BEGINNING, containing 0.29 acres, more or less, subject to easements and/or Rights-of-Way.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to egress from the real estate first herein above described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any building or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in the easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

CITY OF SPRINGDALE  
201 SPRING ST., ROOM 203  
SPRINGDALE, AR 72764

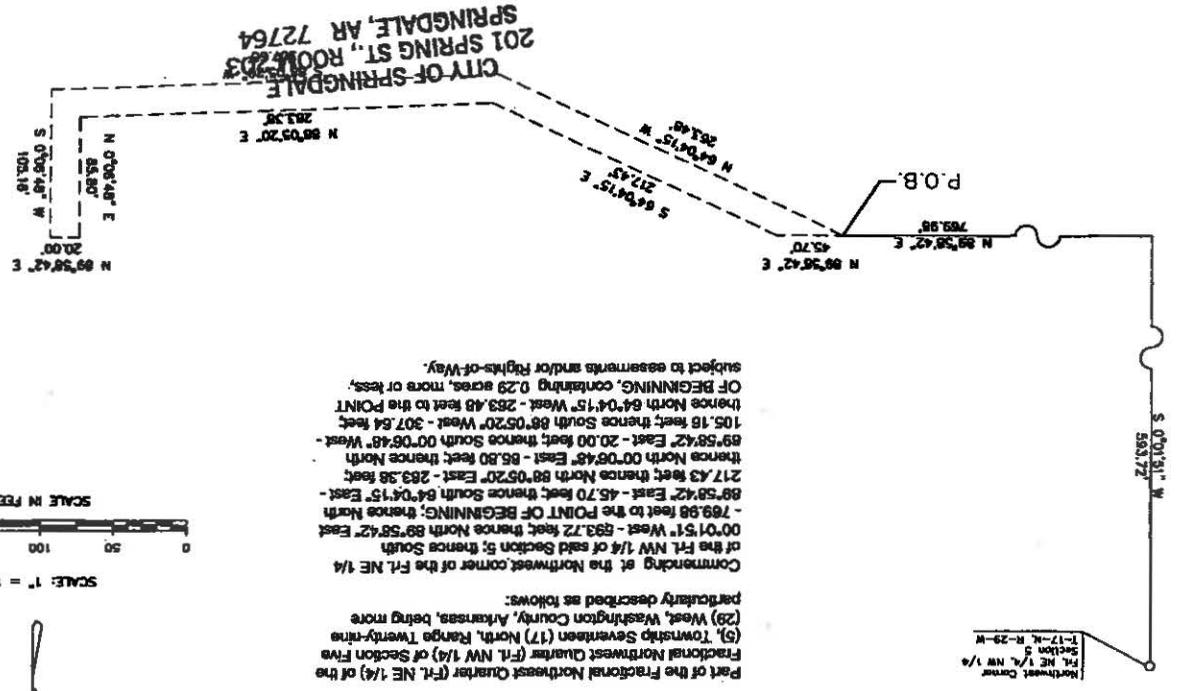
IN WITNESS WHEREOF, the Grantors hereunto set His hand and seal,  
this the 29<sup>th</sup> day of October, 2004.

SCB Investments, L.L.C.

Signed by:





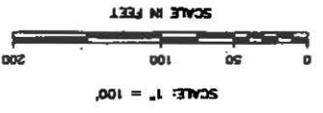


**PERMANENT EASEMENT DESCRIPTION:**

Part of the Fractional Northwest Quarter (Ft. NE 1/4) of the Fractional Northwest Quarter (Ft. NW 1/4) of Section Five (5), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Northwest corner of the Ft. NE 1/4 of the Ft. NW 1/4 of said Section 5; thence South 00°15'1\"/>

subject to easements and/or Rights-of-Way.



CITY OF SPRINGDALE  
 201 SPRING ST., ROOM 203  
 SPRINGDALE, AR 72764

Northwest Corner  
 Ft. NE 1/4, NW 1/4  
 Section 5, R-29-W

S 0°15'31\"/>

P.O.B.

N 88°58'42\"/>
 E 45.70'  
 S 84°04'15\"/>
 E 217.43'  
 N 84°04'15\"/>
 W 263.48'  
 S 84°04'15\"/>
 E 203.38'  
 N 88°58'42\"/>
 E 20.00'  
 N 0°06'48\"/>
 E 25.80'  
 S 0°06'48\"/>
 W 102.18'

Prepared by and return to:

Angele M. Ellis, Esq.  
Capital Abstract & Title Co, LLC  
924 Adelaide Avenue  
Fort Smith, AR 72901  
479-782-4500 Phone

EASEMENT

State of Arkansas  
County of Washington

Know all men by these presents:

That for and in consideration of the sum of \$1.00 and other valuable consideration paid to the undersigned Grantor, Remington Place of Springdale, LLC, the receipt of which is hereby acknowledged, said Grantor does hereby Grant, Sell and Convey unto the City of Springdale, Arkansas, a municipal corporation, all public utility companies, and the cable television company (herein "Grantees"), their successors and assigns, the right of way and easement to construct, lay, remove, relay and enlarge and operate a line or lines, manholes, storm drainage, sanitary sewer, and appurtenances thereto, on, over, across and under the following described real property, to wit:

See Exhibit "A" attached hereto.

Being a portion of the real property described in Warranty Deed filed of record on July 23, 2013, as Instrument No. 2013-00024886 in the Office of the Circuit Clerk, Washington County, Arkansas.

To have and to hold unto said Grantees, their successors and assigns, so long as such line or lines, manholes, storm drainage, sanitary sewer, and appurtenances thereto shall be maintained, with ingress and egress from the real estate first herein above described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes, storm drainage, sanitary sewer, and appurtenances of Grantees above described, and for the removal, renewal, and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy said premises except for the purposes hereinbefore granted to said Grantees, which hereby agree to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they be at height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one

thereof to be appointed by the Grantor, one by the Grantees, and the third by the two so appointed aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any building or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

Grantees shall have the right to construct additional lines upon the above described easement at any time in the future and agree to pay any damages as a result of such future construction as set out in this easement.

The consideration recited above as being paid to Grantor by Grantees is in full satisfaction of every right hereby extended. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties.

It is understood and agreed that the party securing this grant on behalf of the Grantees is without authority to make any covenants or agreement not herein expressed.

In witness whereof, the Grantor hereunto set his hand and seal on the 16<sup>th</sup> day of October, 2014.

Remington Place of Springdale, LLC

By:   
Clifton D. Cabaness, II  
Managing Member

ACKNOWLEDGMENT

State of ARKANSAS

County of SEBASTIAN

On this the 16 day of October, 2014, before me, a notary public in and for the said State, personally appeared Clifton D. Cabaness, II, known to me to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the Managing Member of Remington Place of Springdale, LLC, and that he, as such Member, being authorized to execute the foregoing instrument, did so execute for the purposes therein contained, by signing the name of the company.

In witness whereof, I hereunto set my hand and official seal.

Allison Taylor  
Notary Public

My commission expires:

August 15, 2021

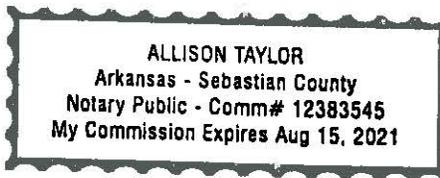
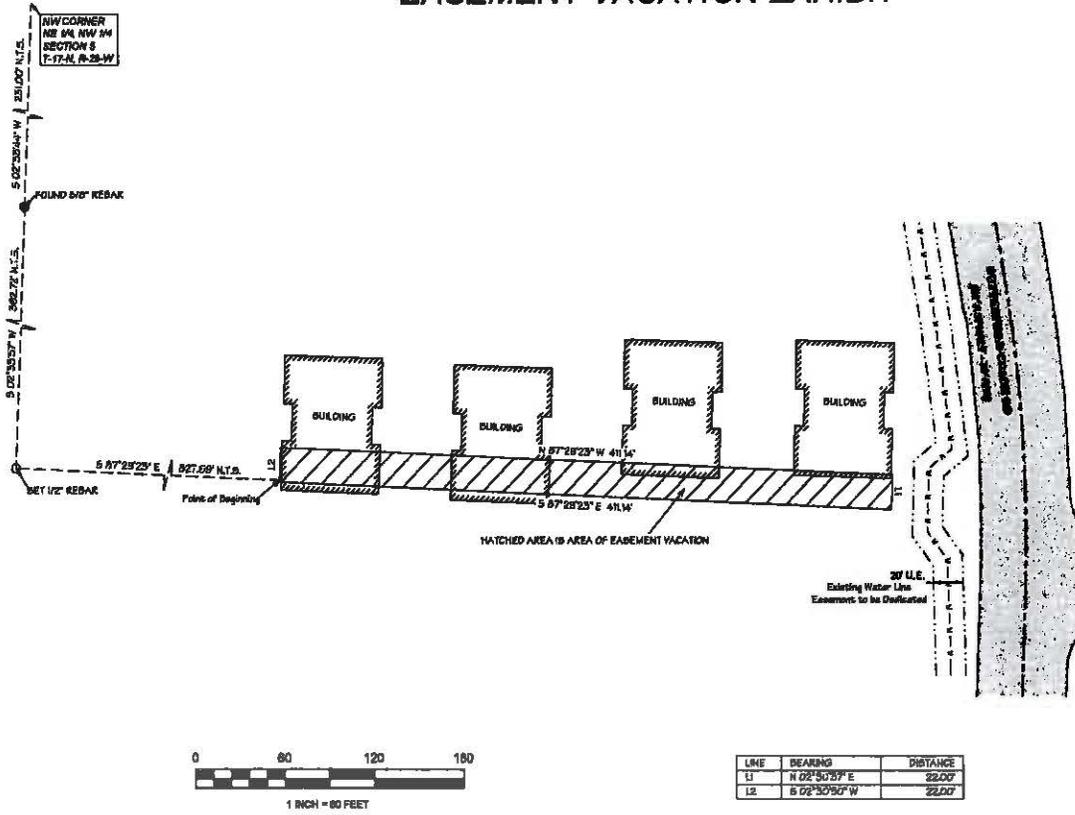


EXHIBIT "A"

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE WEST LINE OF SAID FORTY ACRE TRACT SOUTH 02 DEGREES 33 MINUTES 44 SECONDS WEST 231.00 FEET TO A FOUND IRON PIN, THENCE SOUTH 02 DEGREES 33 MINUTES 57 SECONDS WEST 362.72 FEET TO A SET IRON PIN, THENCE LEAVING SAID WEST LINE SOUTH 87 DEGREES 29 MINUTES 23 SECONDS EAST 827.69 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 1.00 FEET, THENCE SOUTH 87 DEGREES 29 MINUTES 23 SECONDS EAST 411.14 FEET, THENCE NORTH 02 DEGREES 30 MINUTES 37 SECONDS EAST 22.00 FEET, THENCE NORTH 87 DEGREES 29 MINUTES 23 SECONDS WEST 411.14 FEET, THENCE SOUTH 02 DEGREES 30 MINUTES 50 SECONDS WEST 21.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.



# EASEMENT VACATION EXHIBIT



## Easement Vacation Description

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG THE WEST LINE OF SAID FORTY ACRE TRACT 802'32"44"W 231.87' TO A FOUND IRON PIN, THENCE LEAVING SAID WEST LINE S 87° 28' 23" E 411.14' TO THE TRUE POINT OF BEGINNING, THENCE S 02° 30' 50" W 1.00', THENCE S 87° 28' 23" E 411.14', THENCE N 02° 30' 50" W 22.00', THENCE N 87° 28' 23" W 411.14', THENCE S 02° 30' 50" W 21.00' TO THE POINT OF BEGINNING, CONTAINING 0.81 ACRES, MORE OR LESS.

## BLEW & ASSOCIATES, PA

CIVIL ENGINEERS & LAND SURVEYORS

524 W. SW CAMOKE ST., SUITE 4  
 FAYETTEVILLE, ARKANSAS 72703  
 OFFICE: 479.443.4506  
 FAX: 479.562.1863  
 www.BLEWINC.com

Certificate of Authorization # 1534

DATE OF EXPIRY	9/22/2014	ISSUED BY	B.D.B.	STATE OF ARK.	W.A.
COUNTY OFFICE		EXPIRES			
WASHINGTON COUNTY, ARKANSAS					14-569

LOCATION:  
 REMINGTON PLACE OF SPRINGDALE  
 FOR THE USE AND BENEFIT OF:  
**TRINITY MULTIFAMILY**



**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:

<u>Name</u>	<u>First Term</u>
Rubicely Harnandez	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 9<sup>th</sup> day of December, 2014.

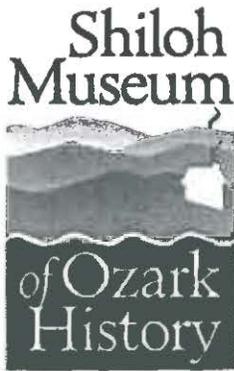
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**Date:** 14 November 2014  
**To:** Mayor Sprouse; Wyman Morgan  
**From:** Allyn Lord, director *Allyn Lord*  
**Subject:** Shiloh Museum Board Recommendations

The Shiloh Museum board, at its November 13, 2014, meeting, finalized recommendations to you for board membership. The board is recommending one new member for a one-year term and the reappointment of six people for additional terms, all beginning January 1, 2015.

Recommended as a first-term new board member, with term of service ending 12/2015:

Rubicely Hernandez

Continuing on as board members, each serving a second term of service ending 12/2016, are:

April Rusch

Jonathan Perrodin

Jason House

Brad Henry

Samantha Bull

David Beauchamp

Continuing on as board members in the middle of their terms are:

Carolyn Bayley, serving her second year of a third term ending 12/2016

Kathryn Birkhead, serving her second year of a second term ending 12/2015

Barbara McPhee, serving her second year of a second term ending 12/2015

Bob Mello, serving his third year of a third term ending 12/2015

Clifton Ruddick, serving his second year of a second term ending 12/2015

Mary Jean Sell, serving her second year of a third term ending 12/2016

Bill Smith, serving his second year of a third term ending 12/2016

Dolores Stamps, serving her third year of a third term ending 12/2015

Derek Taylor, serving his second year of a third term ending 12/2016

Leaving the board and now serving as ex-officio member is:

Dianne Kellogg

Additionally, the board elected these officers for 2015:

President: April Rusch

Vice-president: Jason House

Treasurer: Dolores Stamps

Vice-treasurer: Clif Ruddick

Secretary: Mary Jean Sell

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

**PASSED AND APPROVED** this 9<sup>th</sup> day of December, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**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.**

**WHEREAS**, it has come to the attention of the City Council for the City of Springdale, Arkansas, that the City is in need of adopting the latest National Electrical Code;

**WHEREAS** , notice of the intent of the Springdale City Council to consider passage of the 2014 National Electrical Code was published in advance in a newspaper of general circulation within the City of Springdale, Arkansas, and three copies of the said Code have been on file in the City Clerk's Office;

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

**Section 1.** Section 22-91 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 22-91. - National Electric Code Adopted.**

There is hereby adopted by the city, for the purpose of providing for continued maintenance and upgrading of standards for electrical wiring, that certain electrical code known as the ~~2011~~ 2014 National Electrical Code, in its entirety, of which not less than three copies shall be filed in the office of the city clerk.

The ~~2011~~ 2014 National Electrical Code is incorporated herein as though set out fully word for word.

**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

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.

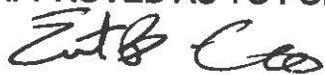
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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.

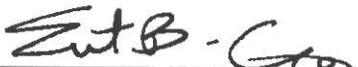
**PASSED AND APPROVED** this \_\_\_\_\_ day of December, 2014

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Memorandum

Engineering Department  
Brad Baldwin, Director

To: Mayor and City Council  
From: Brad Baldwin, Director of Engineering  
Date: November 25, 2014  
Re: Cambridge Street Engineering Services Contract

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

The City Council directed Sam Goade and me to seek an engineering contract for a project addressing drainage and erosion issues along Cambridge Street between Chapman Avenue and Don Tyson Parkway. After meeting with Chuck Nickles of USI Consulting Engineers, Inc., three options that addressed the Council's concerns were developed and presented at the November 17<sup>th</sup> Committee meeting. The Committee recommended the design and construction of Option No. 3 which included construction of a box culvert drainage system and 36' wide minor collector street cross-section at an estimated cost of \$2,850,000 including engineering fees.

Paralleling the discussion of Cambridge Street was a budget process that gave rise to a discussion of the City's Engineering Department assuming some the responsibilities for project design and construction supervision that were being contracted with consulting firms. In response to the Council's request, Chuck Nickles of USI and I drafted the proposed Cambridge Street Improvements contract with the City Engineering Department assuming primary responsibility for construction supervision. Based on the project estimates this new contracting arrangement should save the City approximately \$49,000.00 in consulting fees on the proposed project.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**THE CITY OF SPRINGDALE, ARKANSAS**  
**and**  
**USI CONSULTING ENGINEERS, INC.**  
**for**  
**CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

**USI PROJECT NO. 1509001.00**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF SPRINGDALE, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, USI CONSULTING ENGINEERS, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Construct and/or reconstruct roadway improvements to Cambridge Street from Chapman Street to Don Tyson Parkway. The existing roadway width shall be increased from 2-lanes to 3-lanes (36' back of curb to back of curb) with 5' wide sidewalks on each side in accordance with the City's Minor Collector Street Standards. Drainage improvements will consist of constructing a pre-cast or cast-in-place reinforced concrete box culvert located on the west side from Chapman Street to the existing metal arch culvert and then on the east side from the existing metal arch culvert to a point upstream of the existing reinforced concrete box culvert under Oxford Place.

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

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

**ARTICLE I**  
**GENERAL**

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for

employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.

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

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

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

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

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

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

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

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

## **ARTICLE II SCOPE OF SERVICES**

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with the CITY to define and clarify the CITY's

requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec. 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

### **ARTICLE III ADDITIONAL SERVICES**

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

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec. 3.2. The ENGINEER shall advise the CITY as to the necessity of the CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

### **ARTICLE IV RELATIONSHIP OF THE PARTIES**

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

### **ARTICLE V RESPONSIBILITIES OF THE CITY**

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

- Sec. 5.1.** If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2.** The CITY shall provide criteria and information as to the CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3.** The CITY will furnish copies of design and construction standards which the CITY will require to be included in the drawings and specifications.
- Sec. 5.4.** The CITY will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5.** The CITY will arrange for access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services.
- Sec. 5.6.** The CITY shall furnish existing approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining additional permits and approvals.
- Sec. 5.7.** The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as the CITY may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by Construction Contractor(s), such auditing services as the CITY may require to ascertain how or for what purpose any Construction Contractor(s) has used the monies paid to him under the construction contract, and such inspection services as the CITY may require to ascertain that Contractor(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8.** The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9.** The CITY will pay all plan review and advertising costs in connection with the PROJECT.
- Sec. 5.10** The CITY will furnish a Construction Observer to provide inspection services with respect to the PROJECT. Duties and responsibilities of the Construction Observer shall consist of the following:

- (1) While not required to be at project site during all construction activities,

Construction Observer will be present during the majority of construction activities. Construction Observer will be present to observe all significant events, such as all testing and inspections, installation of key infrastructure components, excavations and boring activities, start-up operations of proposed facilities, and other technically demanding activities, and will report information to the CITY and the ENGINEER.

(2) Construction Observer shall be responsible for observing and recording the activities of the Contractor, but shall not supervise, direct, or have control over Contractor's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the project site, for safety precautions or programs incident to Contractor's work in progress, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performance.

(3) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(4) When clarifications and interpretations of the Contract Documents are needed by the Contractor, an RFI (Request for Information) shall be submitted to the CITY and the ENGINEER. The ENGINEER will provide clarification in a written response on the RFI document, and issue the response back to the CITY and the Contractor.

(5) Conduct on-site observations of the Contractor's work in progress to assist the CITY and the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

(6) Report to the CITY and the ENGINEER whenever Construction Observer believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of that part of work in progress that Construction Observer believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(7) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to the CITY and the ENGINEER.

(8) Construction Observer shall prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CITY and the ENGINEER.

(9) Construction Observer shall maintain records for use in preparing Project documentation.

## **ARTICLE VI INSURANCE**

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

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

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

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

Limits of Liability:

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

**Sec. 6.3.** Comprehensive General Liability

Limits of Liability:	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR

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

- a. Completed Operation/Products
- b. Contractual Liability for Specified Agreement
- c. Personal Injury
- d. Medical Malpractice

**Sec. 6.4. Excess Liability Umbrella Form**

**Bodily Injury and Property Damage Combined Including: (See Note 1)**

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

**Sec 6.5. Professional Liability**

**Limits of Liability:**

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

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

**ARTICLE VII  
INDEMNIFICATION AND LIABILITY**

**Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.**

**Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts,**

accidents or acts of God, or for the failure of the CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by the CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

Sec. 7.3. The ENGINEER shall be responsible only for those construction phase services expressly required of ENGINEER in Attachment C, Paragraph 1. Construction Phase Services. With the exception of such expressly required services, the ENGINEER shall have no other obligations during construction, and CITY assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. The CITY waives all claims against the ENGINEER that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of ENGINEER in Attachment C, Paragraph 1. Construction Phase Services.

#### ARTICLE VIII COMPENSATION

Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.

Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY

has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.

- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

#### **ARTICLE IX USE OF DOCUMENTS**

Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the ENGINEER.

Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

#### **ARTICLE X OPINIONS OF PROBABLE COST**

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Construction Contractor(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established

by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

#### **ARTICLE XI HAZARDOUS ENVIRONMENTAL CONDITIONS**

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify the CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

#### **ARTICLE XII TERMINATION**

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
  - 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

### **ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES**

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").

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

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

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

**CITY OF SPRINGDALE, ARKANSAS**

**USI CONSULTING ENGINEERS, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**ATTACHMENT 'A'**

**SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS**

**CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

**USI PROJECT NO. 1509001.00**

**1. Scope of Project**

- a. The Project shall consist of roadway improvements to Cambridge Street from Chapman Street to Don Tyson Parkway. The existing roadway width shall be increased from 2-lanes to 3-lanes (36' back of curb to back of curb) in accordance with the City's Minor Collector Street Standards.
- b. Street improvements shall include concrete curb and gutters, and 5- foot wide sidewalks on both sides, lighting, and intersection improvements at Arapaho Avenue. Drainage improvements will consist of a pre-cast or cast-in-place reinforced concrete box culvert located on the west side from Chapman Street to the existing metal arch culvert and then on the east side from the existing metal arch culvert to a point upstream of the existing reinforced concrete box culvert under Oxford Place. A cross drain with inlet structures on both sides of Arapaho will also be constructed.
- c. Coordinate street design and construction facilities with franchise utility companies' relocations to assure adequate space for all facilities and timely relocations.
- d. Coordinate with relevant regulatory agencies and during final design phase obtain any new permits required for completion of the PROJECT. The CITY will pay all fees associated with obtaining new permits and approvals.
- e. Provide related design services including but not limited to surveys, geotechnical, and easement and right-of-way acquisition documents.
- f. If needed, the relocation of water and sanitary sewer facilities owned by the Springdale Water Utility will be designed under a separate contract with the Utility.

**2. Basic Services**

The Scope of Services of the ENGINEER as described in the Agreement are further

defined and described hereinafter as work elements 3 through 13.

**3. Topographic Surveys**

- a. Establish base line (with references) along existing roadway. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm drains, utility pedestals, trees larger than 6 inches in diameter, landscaping and other features within 75 feet of centerline or up to 25 feet outside of existing right-of-way, whichever is greater, and including intersecting streets for the lengths designated for inclusion in the project, plus additional structures on parcels from which acquisition will be made.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).
- d. Set temporary bench marks at approximately 500 foot intervals.
- e. All surveys shall be performed to a minimum of third order accuracy.

**4. Right-of-Way Surveys**

- a. The CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for un-platted tracts and easements and right-of-way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements one time, at intervals which will provide inter-visible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at inter-visible points. A full re-staking of right-of-way and easements shall be completed for land acquisition and utility relocation.
- e. As necessary, provide a property record search.

**5. Utility Surveys and Coordination**

- a. Request location and size of existing overhead and underground utilities from the utility companies. Obtain copies of existing utility plans for the project area from utility companies.

- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods during preliminary design phase. Excavation and exposure of the utility facilities will be provided by the owner of the utility.
- c. Using utility field survey data, show existing utilities on plans.
- d. Submit a half-size copy and/or electronic copy (pdf) of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. The ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on right-of-way plans.
- f. Distribute utility relocation/right-of-way plans to utility companies for concurrence as early as possible in the preliminary design phase.

**6. Geotechnical Investigations**

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and/or excavation of test pits. A portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.
- c. The ENGINEER will be responsible for informing landowners of the location and date in which borings will be performed, if on private property. If the ENGINEER is unable to successfully perform the investigation due to property owner objections, the ENGINEER shall inform the CITY of the objection and request further guidance.
- d. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform the CITY of suspected hazardous substances encountered.

- e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.
- g. Provide analysis and recommendations for traffic loadings and pavement thickness design. Pavement design shall include evaluation for an alternative concrete pavement section.

## **7. Conceptual Design Phase**

Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities and site features (trees, mailboxes, landscaping areas, utility pedestals, etc.). Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Plans and data shall include the following information:

- a. Prepare and submit Engineer's Estimate of Probable Construction Costs to be used for ENGINEER's progress billings.
- b. Survey data, centerline and stations, existing improvements, natural site features, boring locations, bench marks and horizontal control, and existing and proposed right-of-way.
- c. Proposed centerline, street widths, and profile grades for streets. Identify sidewalk and lighting locations.
- d. Top of bank and toe of slope lines and cross sections.
- e. Soils boring information including existing pavement sections. Soils laboratory data are not required in the concept phase.
- f. Drainage information on concept plans shall include approximate location, size and type of major structures. A drainage area map shall be furnished showing major subareas. The CITY will provide storm water data, as available, for primary drainage ways.
- g. After review of the concept plan by the CITY, prepare for and attend a public review session, as follows:

- i. Prepare exhibits for public review session to show proposed street alignment, curb lines, intersections with cross streets, typical street widths with sidewalks and other improvements, toe of slope/top of bank lines to show extent of cut and fill slopes, and other pertinent information. Exhibits shall be shown on existing CITY aerial photos at a scale of 1 inch equals 100 feet or larger.
- ii. Attend and conduct one public meeting to provide information, answer questions and obtain input from public.
- iii. Prepare and provide a summary of public input obtained at meeting and alternative actions to address and/or resolve issues presented by the public.

## **8. Preliminary Design Phase**

- a. Prepare plan and profile drawings on CITY standard sheet templates showing all existing facilities and site features (trees, mailboxes, landscaping areas, utility pedestals, etc.). Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
  - (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets, including TOB and TOS lines.
  - (2) Design and prepare typical street paving sections for all streets.
  - (3) Plot existing and proposed cross sections, including driveway and cross streets.
  - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
  - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
  - (6) Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
  - (7) Provide list of Engineer-developed details to be incorporated into plans.

- (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
  - (9) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
  - (10) Prepare preliminary storm water and erosion control plans.
  - (11) Prepare draft copy of special provisions (special conditions) to the construction specifications.
  - (12) Prepare preliminary cost estimates for construction project.
  - (13) Provide design report including calculations and support data.
- b. Prepare right-of-way plans to include the following:
- (1) Plans shall be drawn at 1" = 50' scale or larger scale.
  - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, assigned tract numbers, addresses, temporary construction easements and related information.
  - (3) Provide tabulation of tracts, ownerships, and area calculations (permanent and temporary construction easements) for each acquisition, including areas of prescriptive easements.
  - (4) Identify the location and type of any existing property boundary markers found within the project limits.
- c. Provide written response to design review comments provided by the CITY.

**9. Easement Document Preparation**

- a. Easement document preparation should not begin before review and approval; of the right-of-way plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Each easement document shall be accompanied by a graphical easement exhibit (drawing). Each easement document and exhibit shall be letter size.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, legal description of easement area, and whatever else necessary for a legal easement.

- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. One hard-copy and an electronic copy of each easement document shall be provided in .pdf, and Word formats.

**10. Final Design Phase**

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items. All plan sheets are to use CITY standard sheet templates.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing CITY format and standard detail drawings where applicable.
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in CITY Standard Construction Specifications including building demolition, septic tank abandonment, and well abandonment where applicable.
- d. Calculate construction quantities in accordance with CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using CITY standard documents as available.
- h. Prepare opinions of probable costs.
- i. Update design report to include complete calculations and data.
- j. Prepare written response to design review comments provided by the CITY.
- k. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the CITY to ADEQ, or for small acreage, permitting by the CITY. Plan details shall provide CONTRACTOR with necessary details to maintain a SWPPP.

1. Obtain all permits necessary for construction. The CITY will pay all fees associated with obtaining new permits and approvals.

#### **11. Bid/Award Phase**

During the bidding phase of the project, the ENGINEER will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, provide a recommendation regarding contract award, and prepare construction contracts. During the award phase of the project, the Engineer shall verify that all insurance and bonds are in conformance with the contract documents, obtain signatures on all contracts and permit documents, and distribute fully executed copies of the Contract, Specification Booklet, and Plans to the City and Contractor.

#### **12. Project Deliverables**

- a. One copy of the Geotechnical Report.
- b. One copy of the hydraulic modeling calculations and drainage design.
- c. Two full size sets of the Concept Plans.
- d. Two full size sets of the Preliminary Plans, along with one hard copy of the preliminary design report, cost estimates and other supporting documents and an electronic copy in pdf format.
- e. One hard copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company and an electronic copy in pdf format.
- f. Two hard copies of the Final Plans, Specifications, design report, cost estimates and other supporting documents and an electronic copy in pdf format.
- g. Two full size and two half-size copies of the Construction Plans.
- h. One copy of the executed contract, and two copies of the construction specifications, including addenda. Include one complete specification booklet without contractor bid prices included for use by the on-site inspector.
- i. Three copies of the Final Plans and Specifications to the Contractor.
- j. One copy of the right-of-way plans, easements and acquisition documents provided in .pdf and Word format.
- k. Provide one hardcopy and an electronic copy in pdf format of the approved shop drawings and submittals from the Contractor.

1. Provide one hardcopy and an electronic copy in pdf format of the set of Record Drawings.

### **13. General**

- a. All street construction shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, line-types, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets.
- d. Attend meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- e. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the CITY in accordance with the schedule in Attachment "B".
- f. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.
- i. Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

**ATTACHMENT "B"**

**SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS  
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

**USI PROJECT NO. 1509001.00**

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

- Geotechnical Investigation      30 calendar days from Notice to Proceed
- Surveys – Design and Property      30 calendar days from Notice to Proceed
- Conceptual Design      45 calendar days from Notice to Proceed
- Public Meeting Plans      45 calendar days after approval of Conceptual Design
- Preliminary Design      45 calendar days after approval of Conceptual Design
- Property Acquisition Documents      60 calendar days after approval of Preliminary Design
- Final Design      60 calendar days after approval of Preliminary Design

**ATTACHMENT "C"**  
**ADDITIONAL SERVICES**  
**PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF SPRINGDALE, ARKANSAS**  
**CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**  
**USI PROJECT NO. 1509001.00**

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

**1. Construction Phase Services**

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

- a. Attend a preconstruction meeting.
- b. Perform construction control surveys consisting of the establishment of a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Attend progress/coordination meetings when requested by the CITY.
- d. Attend utilities coordination meeting when requested by the CITY.
- e. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the ENGINEER on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

- f. The CITY will maintain a set of working drawings (markups) that will be provided to the ENGINEER for use in drafting a set of record drawings.
- g. When authorized by the CITY, prepare change order for changes in the work from that originally provided for in the construction contract documents.
- h. Attend a final inspection of the project with the CITY's representatives. The City will prepare a deficiency list to be submitted to the Contractor.

**ATTACHMENT "D"**

**COMPENSATION**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS  
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

**USI PROJECT NO. 1509001.00**

- CITY shall pay ENGINEER for Basic Services rendered an amount equal to 8.0% of the actual construction cost of the project, plus \$5,000 for Geotechnical Investigation, \$31,050 for Right-of-Way Surveys, Property Record Search, and Easement Documents plus reimbursable expenses.
- Basic Services: Payment by CITY shall be based on percentage of actual construction cost and shall approximate the following payment categories. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Because an actual construction cost will not be known until the bid process is completed, payments for Basic Services rendered prior to the bid/award phase will be made based on the Engineer's Estimate of Probable Construction Costs. Once the project is bid and an actual construction cost is established, payments made based on estimated construction cost shall be adjusted to reflect actual construction cost. At completion of the job, payment to the ENGINEER will be adjusted based on the final construction costs including any change orders to ensure that the actual compensation to the ENGINEER for Basic Services is equal to 8.0% of actual construction costs, plus \$5,000 for Geotechnical Investigation, \$31,050 for Right-of-Way Surveys, Property Record Search, and Easement Documents plus reimbursable expenses. Underruns in one phase may be used to offset overruns in another phase as long as the total contract amount is not exceeded.

Geotechnical Investigation	<u>\$ 5,000</u>
Right-of-Way Surveys, Property Record Search, & Easement Documents	<u>\$31,050</u>
Concept Design Phase, to include Topographic, & Utility Surveys	<u>2.25%</u>
Preliminary Design Phase	<u>2.75%</u>

Final Design Phase	<u>2.00%</u>
Bid/Award Phase	<u>1.00%</u>
SUB-TOTAL Basic Services	<u>8.00% Plus \$36,050 for Geotechnical Investigation, Right-of-Way Surveys, Property Record Search, and Easement Documents</u>

- The maximum payment to the ENGINEER for Basic Services and Construction Services under this Agreement shall not exceed 8.0% of actual construction cost, inclusive of any change orders approved by the CITY, plus \$5,000 for Geotechnical Investigation, \$31,050 for Right-of-Way Surveys, Property Record Search, and Easement Documents plus reimbursable expenses.
- Additional Services: Any and all Additional Services must be approved, and maximum amount to be paid for said services agreed to, in writing by the CITY prior to rendering of same. The CITY shall pay the ENGINEER for Additional Services rendered an amount equal to the cumulative hours charged to the Project for each class of the ENGINEER'S employees multiplied by the ENGINEER'S Hourly Rates as shown on the Attached Exhibit "1", plus approved Reimbursable Expenses and the ENGINEER'S Consultant charges, if any. For the ENGINEER'S Consultant charges, the CITY shall pay the ENGINEER the amount billed to the ENGINEER times a factor of 1.00.

An allowance for Additional Services is established as part of this Agreement. The ENGINEER shall proceed with Additional Services only upon the written authorization of the CITY that specifically states the scope of work to be accomplished and paid for under the additional services allowance.

SUB-TOTAL Additional Services Allowance      \$ 35,000

- CITY shall pay the ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. Reimbursable Expenses must be approved by the CITY prior to the incurrence of such expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

SUB-TOTAL Reimbursable Expenses      \$ 5,000

- The maximum payment to the ENGINEER for Additional Services and Reimbursable Expenses under this Agreement shall not exceed \$ 40,000.

- **The ENGINEER shall submit invoices monthly for services rendered and expenses borne. For Additional Services, the invoice will be itemized by payment categories including hours worked for each class of the ENGINEER's employees multiplied by the hourly rates as shown in Exhibit 1. If requested, the invoices shall be accompanied by a copy of the timesheets for all the ENGINEER's personnel working on the project.**
- **The Hourly Rates used as a basis for payment for Additional Services mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.**

**Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and the ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses.**

**EXHIBIT 1**

**TO PROFESSIONAL SERVICES AGREEMENT  
CITY OF SPRINGDALE, ARKANSAS  
CAMBRIDGE STREET WIDENING & DRAINAGE PROJECT**

**USI CONSULTING ENGINEERS, INC.  
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2014**

<u>Classification</u>	<u>Hourly Rate</u>
Engineer X.....	\$189.00
Engineer IX.....	\$179.00
Engineer VIII.....	\$169.00
Engineer VII.....	\$159.00
Engineer VI.....	\$149.00
Engineer V.....	\$139.00
Engineer IV.....	\$124.00
Engineer III.....	\$109.00
Engineer II.....	\$ 93.00
Engineer I.....	\$ 77.00
Engineering Technician V.....	\$102.00
Engineering Technician IV.....	\$ 83.00
Engineering Technician III.....	\$ 66.00
Engineering Technician II.....	\$ 56.00
Engineering Technician I.....	\$ 49.00
Executive Assistant.....	\$ 61.00
Administrative III.....	\$ 55.00
Administrative II.....	\$ 47.00
Administrative I.....	\$ 41.00
Survey Manager.....	\$ 97.00
Survey Crew (1-man).....	\$105.00
Survey Crew (2-man).....	\$160.00

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

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.

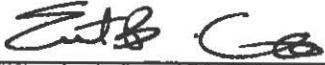
**PASSED AND APPROVED** this 9<sup>th</sup> day of December, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

PROJECT: 12BPF3-FIRE STATION NO 7		TYPE: BP-BOND FUND PROJECT		SUB-TYPE: FI-FIRE STATIONS		STATUS: ACTIVE				
TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
								TRANS AMT	TRANS ENCUMBERED	FISC YR PERIOD
308-0000-500.40-01			DESIGN ENGINEERING			.00	47,735.00	26,300.00	.00	47,735.00-
AP	1265	05/09/2014			193	ENGINEERING SERVICES IN FIRE STAT #7 ENG DESIGN		26,300.00	.00	2014 05
AP	1138	08/16/2013			193	ENGINEERING SERVICES IN ENGINEERING		21,435.00	.00	2013 08
			FIRE STATION #7 DESIGN					TRANSACTION TOTAL:	.00	
								47,735.00		
308-0000-500.40-08			ARCHITECTS			.00	192,223.30	164,139.86	.00	192,223.30-
AP	1334	08/01/2014			6451	MILLER BOSKUS LACK SERVICES		54,287.12	.00	2014 08
AP	1311	06/27/2014			6451	MILLER BOSKUS LACK ARCHITECTURAL DESIGN		2,767.35	.00	2014 06
AP	1269	05/16/2014			6451	MILLER BOSKUS LACK DESIGN		31,927.18	.00	2014 05
AP	1259	05/02/2014			6451	MILLER BOSKUS LACK DESIGN		48,716.63	.00	2014 05
AP	1200	02/21/2014			6451	MILLER BOSKUS LACK DESIGN		26,441.58	.00	2014 02
AP	1190	12/31/2013			6451	MILLER BOSKUS LACK DESIGN		13,415.20	.00	2013 12
AP	1110	06/07/2013			6451	MILLER BOSKUS LACK DESIGN PROGRAM PHASE		9,665.42	.00	2013 06
AP	1083	04/12/2013			6451	MILLER BOSKUS LACK ARCHITECTUAL DESIGN		5,002.82	.00	2013 04
			FIRE STATION #7					TRANSACTION TOTAL:	.00	
								192,223.30		
308-0000-500.70-04			PUBLICATIONS & NOT			.00	171.00	.00	.00	171.00-
AP	1028	01/18/2013			6840	NORTHWEST ARK NEWSPAPER SESSION		171.00	.00	2013 01
			FIRE STATION #7 INPUT					TRANSACTION TOTAL:	.00	
								171.00		
308-0000-500.70-10			MISCELLANEOUS			.00	212.70	212.70	.00	212.70-
AP	1258	05/02/2014			4474	ARK DEPT OF HEALTH REVIEW FEE		212.70	.00	2014 05
			FIRE STATION #7 PLAN					TRANSACTION TOTAL:	.00	
								212.70		
308-0000-500.81-01			PURCHASE			.00	230,275.00	.00	.00	230,275.00-
AP	1108	05/31/2013			8138	ADVANTAGE TITLE & ESCRO FIRE STA #7 PROP ACQUIS		230,275.00	.00	2013 05
								TRANSACTION TOTAL:	.00	
								230,275.00		
308-0000-500.81-04			APPRAISAL FEES			.00	800.00	.00	.00	800.00-
AJ		05/10/2013	11556			CRRCT INV #110-S/H/B FI DEPT-STATION #7 APPRAISAL		800.00	.00	2013 05
								TRANSACTION TOTAL:	.00	
								800.00		
308-0000-500.82-02			INCIDENTAL			.00	642.04	642.04	.00	642.04-
AP	1231	04/04/2014			1160	KEN'S SIGNS FIRE STATION #7 PROJ SIGN		642.04	.00	2014 04
								TRANSACTION TOTAL:	.00	
								642.04		

PREPARED 11/21/2014, 14:50:41  
 PROGRAM GM186L

CITY OF SPRINGDALE  
 PROJECT ACTIVITY LISTING

PAGE 2  
 ACCOUNTING PERIOD 10/2014

PROJECT: 12BPF3-FIRE STATION NO 7      TYPE: RP-BOND FUND PROJECT      SUB-TYPE: FI-FIRE STATIONS      STATUS: ACTIVE

TYPE	CHK#	TRAN DT REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
------	------	---------------	--------	--------	--------------------	-----------------	------------------------	-----------------------------	------------------------

=== PROJECT: 12BPF3 ===== P R O J E C T T O T A L S =====

CLASSIFICATION TOTALS:					EXPENDITURES:	472,059.04			
TRANSACTION TOTAL:							472,059.04	.00	
ESTIMATE COMPARISON:					3,740,000.00	472,059.04	191,294.60		3,267,940.96
(ACTUAL) SUMMARY TOTAL:					.00	472,059.04	191,294.60	.00	472,059.04-

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



October 17, 2014

Doug Sprouse, Mayor

Robert V. & Beverly K. Carter  
3616 Carley Road  
Springdale, AR 72762

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

Re: FINAL OFFER LETTER  
Don Tyson Parkway, 40<sup>th</sup> to Carley  
City of Springdale Job No. 12BPS3  
Tract 23

Dear Mr. & Mrs. Carter:

The City of Springdale wishes to complete property acquisition for this segment of the project so we can move forward towards construction. In as much as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to the appraisal completed for the City of Springdale, a total sum of \$1,400.00 is offered as just compensation for the required right of way on the above referenced project segment.

If you desire to accept this offer, please advise our land acquisition consultant, Barney Lane, Universal Field Services, Inc., at 1-800-447-9191 as soon as possible. **If this offer is not accepted within 15 days from the date of this letter, it must be considered as having been rejected.** If you elect to reject this offer, it will be necessary to forward this file to the City of Springdale Attorney whereas eminent domain proceedings may be initiated by the City of Springdale.

For your review, I have attached a summary of the eminent domain process. Our intention is to submit requests for condemnation for any remaining un-acquired properties on this segment to the Bond Committee and subsequently to City Council very soon for approval of condemnation in order to meet our projected construction bid opening and start dates. Therefore, your timely response to this letter is requested.

Sincerely,

Doug Sprouse  
Mayor

Enclosures: Eminent Doman Process

## James Breakfield

---

**From:** James Breakfield <jbreakfield@springdalear.gov>  
**Sent:** Monday, October 27, 2014 11:37 AM  
**To:** Cindy Horlick  
**Cc:** Ernest Cate; Brad Baldwin  
**Subject:** 12BPS3 - Tract 23 Carter  
**Attachments:** Tract 23 - Owner Response to Final Offer Letter.pdf; Sheet C-205.pdf

Cindy,

Attached is a response from the owner of Tract 23 regarding the trees along the western property line. Per our discussion Friday, this owner is seeking some form of acknowledgement for potential damages to his trees due to the proposed sewer line installation which will occur along the property line of the neighboring property. This is an interesting situation in that all of the proposed Utility Easement and Temporary Construction Easement for this sewer line is associated with the Tract 24 property owned by Mr. Redding. Therefore I do not have any mention of these damages or tree valuations in the appraisal report for Tract 23. Per his statement, we will receive a breakdown from the tree service to address removal of these trees which Mr. Carter would like to have applied to his compensation settlement. Since the acquisition on this property currently consists only of acquiring a TCE for driveway reconstruction (all roadway work is within existing ROW), this settlement amount will exceed my 10% negotiation authority. Therefore, I believe that this property should remain on our condemnation approval list for Monday, November 3<sup>rd</sup> with the understanding that these issues should be resolved during the negotiations with the owner following that meeting and potential after filing condemnation to obtain an order of possession to perform work on his property. I will let you know when I receive further correspondence from the owner. Attached is the plan sheet showing the proposed sewer line work to occur along the western border of his property. This sewer line will be approximately centered in a 20' Utility Easement and therefore the excavation trench will likely be within 8' or less from the property line. Pictures of this area of Mr. Carter's property are available on the CD I burned for you which contains the electronic files and a record of my previous meeting with the Carters.

Thanks,  
James





OCT 15 2014



OCT 15 2014









**James Breakfield**

---

**From:** arkcarter@gmail.com  
**Sent:** Friday, October 24, 2014 10:15 PM  
**To:** James Breakfield; blane@ufsrw.com  
**Subject:** Fwd: easement  
**Attachments:** message.txt; robert carter.wps.clk; Untitled attachment 00434.htm

I am forwarding a letter from John Lopez concerning the trees along the property line of 3296 Don Tyson Parkway. These trees will be affected by the sewer line along the property line. I have asked that John give me a price to cut down these tree and remove them if they should die from the construction of the sewer line. I think that this would be much cheaper for the city than to price them at their current value and or replacement value if they should die.

I will be out of town through November 5th so I will not be able to attend the city meetings that you want me to attend. When I receive an estimate from John Lopez on the labor to remove the trees I will forward that amount.

Sincerely,  
Robert Carter

Sent from my iPad

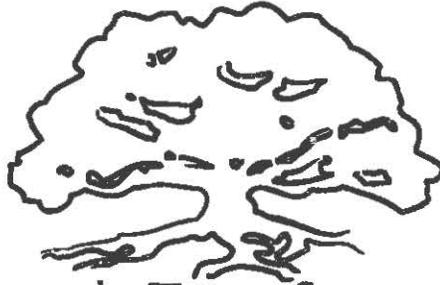
Begin forwarded message:

**From:** "John Lopez" <[JohnsTreeService@cox.net](mailto:JohnsTreeService@cox.net)>  
**Date:** October 22, 2014 at 10:20:43 AM CDT  
**To:** <[arkcarter@gmail.com](mailto:arkcarter@gmail.com)>  
**Reply-To:** "John Lopez" <[JohnsTreeService@cox.net](mailto:JohnsTreeService@cox.net)>

Please find one letter on letterhead attached.

Thanks, Robert!

John Lopez  
John's Tree Service  
479-756-1353



**JOHN'S TREE SERVICE**  
(479) 871-1963  
TREE REMOVAL PRUNING HEDGE TRIMMING  
STUMP & DEAD WOOD REMOVAL  
[www.johnstreeservicenwa.com](http://www.johnstreeservicenwa.com)

P O Box 8601      Springdale, Arkansas      72766

10/22/14

Re: Construction at: 3296 Don Tyson Parkway, Springdale, AR 76762

To whom it concerns:

The following trees are located on the property line of planned major sewer line construction and will be compromised:

Sassafras 16" diameter  
Cherry 15" diameter  
Sassafras 16" diameter  
Box Elder 13" diameter  
Walnut 5" diameter  
Sassafras 20" diameter (multi trunk 10" each)  
Elm 12" diameter  
Box Elder 8" diameter

This tree is eight feet from the line, but roots will likely be compromised during construction:  
Sassafras 21" diameter

Sincerely,

John Lopez  
John's Tree Service  
479-871-1963

John's Tree Service  
P O Box 8601  
Springdale, AR 72766-08601

# Estimate

Date 10/30/2014  
Estimate # 100561

**Name / Address**

Robert Carter  
3616 Carley  
Springdale, AR 72762

P.O. #

Terms

Due on receipt

Due Date

10/30/2014

Other

Description	Qty	Rate	Total
3296 Don Tyson Parkway, Springdale, AR 72762			
Remove Sassafras tree		250.00	250.00
Stump Grinding		48.00	48.00
Remove Cherry tree		225.00	225.00
Stump Grinding		45.00	45.00
Remove Sassafras		250.00	250.00
Stump Grinding		48.00	48.00
Remove Box Elder		195.00	195.00
Stump Grinding		39.00	39.00
Remove Walnut		40.00	40.00
Stump Grinding		15.00	15.00
Remove Sassafras		325.00	325.00
Stump Grinding		60.00	60.00
Remove Elm		195.00	195.00
Stump Grinding		36.00	36.00
Remove Box Elder		100.00	100.00
Stump Grinding		24.00	24.00
Remove Sassafras		325.00	325.00
Stump Grinding		63.00	63.00
Please contact me at 479-871-1963 if you have any questions. Thank you, John Lopez		<b>Subtotal</b>	<b>\$2,283.00</b>
		<b>Sales Tax (6.0%)</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$2,283.00</b>

**John's Tree Service**  
JohnsTreeService@cox.net

Office 479-756-1353

## James Breakfield

---

**From:** arkcarter@gmail.com  
**Sent:** Tuesday, November 04, 2014 9:08 AM  
**To:** James Breakfield  
**Subject:** Re: Estimate from John's Tree Stump Removal DBA John's Tree Service

James,

I will accept the total compensation amount of \$3,683.00 for the attached Temporary Construction Easement and all potential damages to the trees. I am leaving town again on the 16th of November and will be returning the 18th so I will not be able to attend the CID meeting. Can you give me another time that they meet?

Robert Carter

P.S. That is a maple tree not an oak tree by the driveway and I prefer to leave all of the trees standing during and after construction. I will be responsible for removing them if they die.

Sent from my iPad

On Oct 31, 2014, at 1:32 PM, "James Breakfield" <[jbearfield@springdalear.gov](mailto:jbearfield@springdalear.gov)> wrote:

Robert,

I have received your submittal of the invoice to remove trees that potentially could be damaged by the proposed sewer installation on the neighboring property. My intention is to present this information to our Capital Improvement Projects (CIP) Committee for approval of this increase in compensation. To do this, I will need a statement in writing from you (letter or email) which acknowledges your acceptance of the total compensation amount of \$3,683.00 for the attached Temporary Construction Easement and all potential damages to the trees. I will also need you to sign and return to me the attached tree disclaimer which is associated with our discussions about preserving the tree at the driveway. The next CIP Committee meeting will be held on Monday, November 17<sup>th</sup> at 5:30 PM in the Multipurpose Room of the City Administration Building. If Committee recommends approval, a resolution will be forwarded to the City Council the following week. I would ask that you attend this Committee meeting in case the Committee has any questions or wishes to counter with a different offer. Feel free to contact me at 750-8105 if you have any questions.

Thanks,

James Breakfield, P.E.  
CIP Projects Administrator  
City of Springdale  
(479) 750-8105

**From:** Robert Carter [<mailto:arkcarter@gmail.com>]  
**Sent:** Thursday, October 30, 2014 3:51 PM

**To:** James Breakfield

**Subject:** Fwd: Estimate from John's Tree Stump Removal DBA John's Tree Service

James, this is the estimate from John's Tree Service. Thanks, Robert Carter

Sent from my iPhone

Begin forwarded message:

**From:** "John's Tree Service" <[replyTo@quickbooks.com](mailto:replyTo@quickbooks.com)>

**Date:** October 30, 2014 at 3:28:44 PM EDT

**To:** [arkcarter@gmail.com](mailto:arkcarter@gmail.com)

**Subject:** Estimate from John's Tree Stump Removal DBA John's Tree Service

**Reply-To:** [JohnsTreeService@cox.net](mailto:JohnsTreeService@cox.net)

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

I look forward to working with you.

Sincerely,

John Lopez, Owner  
John's Tree Stump Removal DBA John's Tree Service  
479-756-1353

**To view your estimate**

Open the attached PDF file. You must have [Acrobat® Reader®](#) installed to view the attachment.

<Tract 23 - Final Offer Letter.pdf>

<Est\_100561\_from\_Johns\_Tree\_Service\_27624.pdf>

<Tree Disclaimer.pdf>

<Tract 23 Carter 815-29557-060 TCE.pdf>

**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 \_\_\_\_\_, 2014.

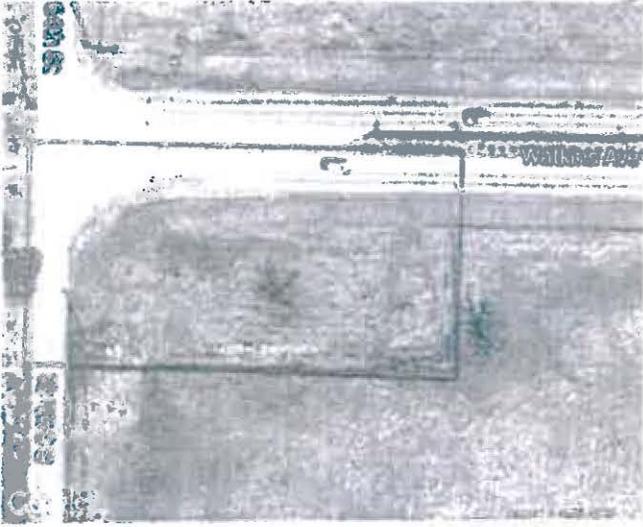
\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

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

**APPROVED:**

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



815-30838-500

<https://www.actdatascout.com/SimpleMap/SimpleMapIframeContents.aspx?ci=5143&rpi...> 11/24/2014

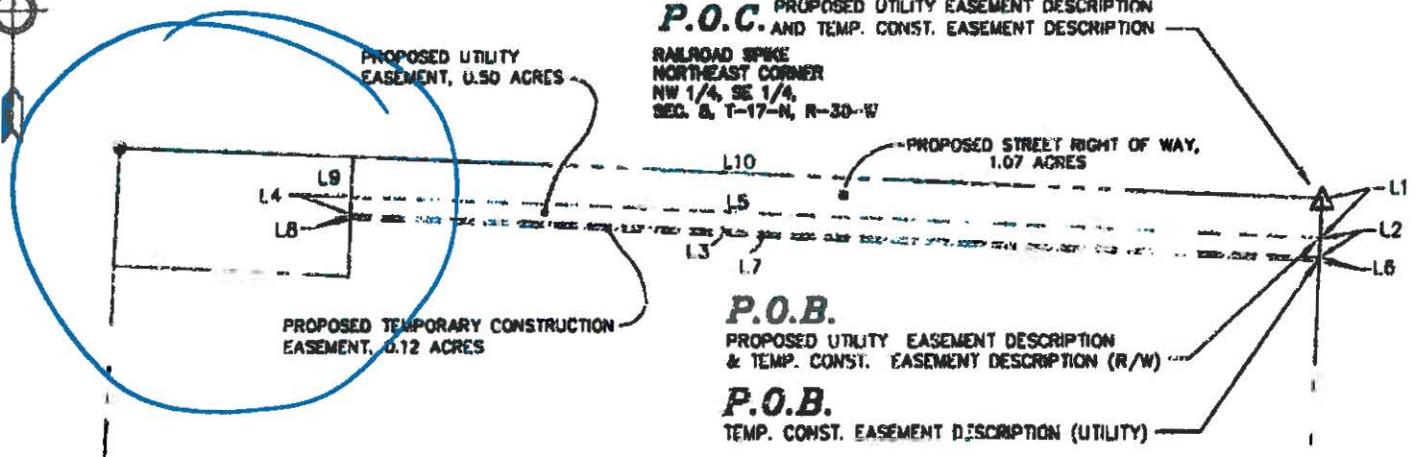


# UTILITY EASEMENT and RIGHT OF WAY MAP

TRACT NO: 815-30838-100  
TRACT OWNER: FREDERICK PHILIP TALDO (TRUST)



**P.O.B.** R/W DESCRIPTION, AND  
**P.O.C.** PROPOSED UTILITY EASEMENT DESCRIPTION  
AND TEMP. CONST. EASEMENT DESCRIPTION  
RAILROAD SPIKE  
NORTHEAST CORNER  
NW 1/4, SE 1/4,  
SEC. 8, T-17-N, R-30-W



**P.O.B.**  
PROPOSED UTILITY EASEMENT DESCRIPTION  
& TEMP. CONST. EASEMENT DESCRIPTION (R/W)  
**P.O.B.**  
TEMP. CONST. EASEMENT DESCRIPTION (UTILITY)

- DENOTES PROPOSED RIGHT OF WAY NW 1/4, SE 1/4, SEC. 8, T-17-N, R-30-W
- DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT FOR ROAD RIGHT OF WAY
- DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT FOR UTILITY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°28'12" W	43.66'
L2	S 02°28'12" W	20.00'
L3	N 87°32'31" W S 87°32'31" E	1067.33'
L4	N 01°44'41" E	20.00'
L5	N 87°32'31" W S 87°32'31" E	1067.33'
L6	S 02°28'12" W	5.00'
L7	N 87°32'31" W	1067.03'
L8	N 01°44'41" E	5.00'
L9	N 01°44'41" E	43.55'
L10	S 87°32'52" E	1067.85'

**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 9<sup>th</sup> day of December, 2014**

\_\_\_\_\_  
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 11 OF THE ZONING ORDINANCE OF  
THE CITY OF SPRINGDALE, ARKANSAS,  
DECLARING AN EMERGENCY; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, 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;

**WHEREAS**, Article 2, Section 11.1 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 rezoning application hearings;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, that Article 2, Section 11.1 of the Zoning Ordinance of the City of Springdale, Arkansas, be amended;

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on November 4, 2014, 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 11.1 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 11.1 – Rezoning procedure initiated by private parties.**

- a. *Fee.* Any private party or parties desiring a zoning change shall pay a fee, as determined by resolution of the city council, to the city clerk to cover the costs of public notices, and other expenses.
- b. *Petition.* Any private party or parties desiring an amendment to the boundaries of the zoning districts of this article, upon payment of the above fee, shall submit a petition to the planning commission providing the following information:
  1. The name of the record title holder of the property provided by a copy of the warranty deed and the intended grantees if the property is subject to contract sale or title is to be otherwise conveyed.
  2. The zoning classification request for the property.

3. A brief statement explaining the reason for the rezoning request, the intended use of the property, and the effect of property changes upon the surrounding land uses.
  4. A layman's description of the property.
  5. If the property to be rezoned is to be only a portion of the land described on the warranty deed then an accurate legal description provided by a copy of a recent survey certified by a registered land surveyor will be required.
  6. A scaled drawing of the property to be rezoned showing accurate lot lines, surrounding zoning, adjacent property owners names, vicinity map, and a north arrow.
  7. Evidence in the form of a signed affidavit, that notice has been given to all adjacent property owners of the project subject to the rezoning after the application has been accepted and placed on the planning commission agenda. 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 certified by a licensed abstractor or a licensed land surveyor within the past sixty (60) days.
  8. The required affidavit and supporting exhibits (mailing receipts, list of adjacent property owners and copy of notice) shall be filed with the planning office no later than seven (7) days prior to the meeting date.
- c. *Public hearing.* Upon receipt of a petition for an amendment, the planning commission shall hold a public hearing on the proposed amendment, 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 amendment proposal 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 by way of the Springdale Alert Notification System to all property owners within a one (1) mile radius from the property who have opted to receive such notices.
  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 sign(s) 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 described property ~~has~~ have been notified by certified mail, return receipt requested, at least ten (10) days prior to the public hearing and the required affidavit has been submitted in accordance with subsection b.8. above.
4. The petitioner shall be present at the meeting for the matter to be considered. If the applicant is unable to attend, written authorization from the petitioner 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.

d. *Action by the planning commission.*

1. The planning commission shall hear the petitioner's request for rezoning at the public hearing and shall consider the petitioner's purposes for the re-zoning request as well as public comments. The amendment, as presented or modified by the action following the public hearing, shall be voted on by the planning commission or tabled for further action. If recommendation for approval is granted by the planning commission, the matter will be referred to the city council in the form of an ordinance, (ordinance to be prepared by staff), for the approval of the city council.
2. Should the planning commission determine a lesser impacting zone would be more appropriate to meet the purposes of the petitioner and would cause less impact on the neighboring parties, the commission is empowered to reduce the zoning classification requested to a different classification, if the petitioner concurs. After consideration of comments from the public, the commission may vote thereon without the necessity of further publication notice. Any change in zoning classification to a higher or more impacting zone would require notice be republished and a public hearing to be held again.
3. The petitioner's request for rezoning may be tabled one time to a later meeting only by action of the planning commission and only after the commission has heard comments from adjacent property owners and interested parties. Tabling a petition one time by the planning

commission will not require an additional filing fee or re-notification. Should the petition be tabled again, it will be treated as a withdrawal of the rezoning request, and will require the refiling of the petition complete with an additional filing fee and proper re-notifications before the matter will be placed on the agenda.

4. If a petitioner would like to withdraw a request, the petitioner may do so at the public hearing or in writing prior to the meeting. Withdrawal by a petitioner will require the refiling of the application complete with an additional filing fee and proper re-notifications before the matter will be placed on the agenda.
- e. *Action by the city council.* The city council, by majority vote, may by ordinance adopt the recommended amendment submitted by the planning commission or may return the proposed amendment to the planning commission for further study and recommendation. If action is not taken by the city council within sixty (60) days of the planning commission's submission of the proposed amendment to the city council, then the applicant shall be required to re-petition for a zoning change.
- f. *Appeal by petition to the city council.* Following disapproval of a proposed amendment by the planning commission, the petitioner may appeal such disapproval to the city council, provided that the petitioner states specifically in writing to the city clerk why the petitioner considers the planning commission's findings and decisions to be in error. Such appeal shall be filed with the city clerk within fifteen (15) days from the date of the planning commission action along with an affidavit stating that adjacent property owners have been notified of the appeal to the city council. The appeal will be placed on the city council agenda no later than the second meeting following the filing of the appeal. The petitioner shall be present at the meeting for the matter to be considered. If the petitioner is unable to attend, written authorization from the petitioner authorizing representation must be presented to the council for the matter to be considered. The city council may approve the proposed amendment only by majority vote of all the members.
- g. *Re-petitions for amendment.* No zoning amendment for a specific zone change which was denied shall be resubmitted within twelve (12) months from the date of final disapproval of a proposed amendment unless there is evidence submitted to the planning commission which justifies reconsideration.

**Section 2:** All other provisions of Article 2, Section 11 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 effect 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 \_\_\_\_\_, 2014.

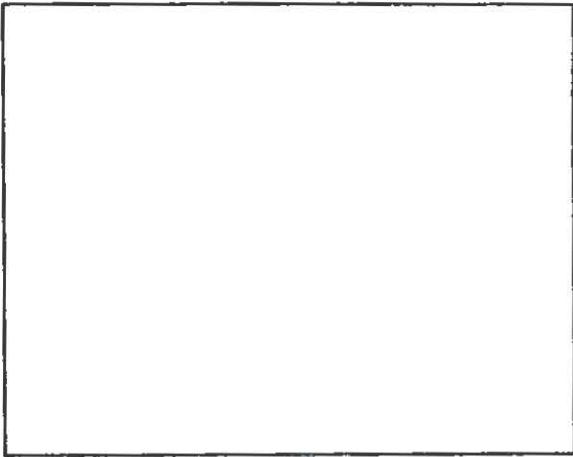
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



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

**AN ORDINANCE ACCEPTING THE REPLAT OF LOTS 1 thru 8 in R.L. HAYES SUBDIVISION, A SUBDIVISION TO THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.**

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

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

**REPLAT OF LOTS 1-8 in R.L. HAYES SUBDIVISION, A SUBDIVISION to the City of Springdale, Arkansas.**

**AND WHEREAS**, said Planning Commission, after conducting a public hearing, has approved the replat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said Replat of Lots 1-8 in R.L. Hayes Subdivision.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the Replat of Lots 1-8 in R.L. Hayes Subdivision, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

City of Springdale, Arkansas



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

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

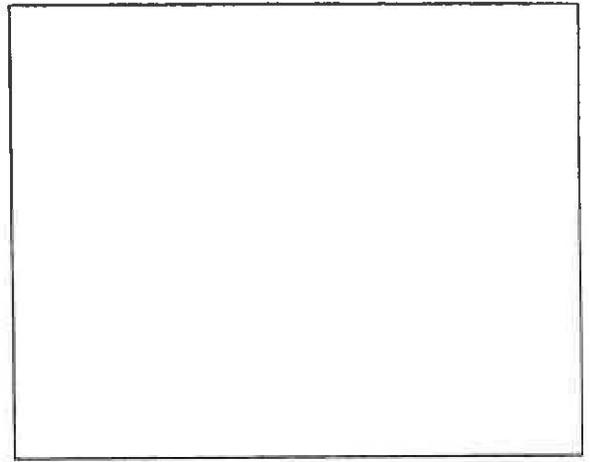
**ATTEST:**

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

**APPROVED AS TO FORM:**

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





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

**AN ORDINANCE ACCEPTING THE RE-PLAT OF WESTFIELD SUBDIVISION LOT 2C, PHASE I, TO THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.**

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

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

**Legal Description**

**Parent Tract**

Lot 2C of Westfield Subdivision, Phase I, to the City of Springdale, Washington County, Arkansas, containing 60,930.11 square feet or 1.40 acres and subject to any Easements of Record.

**Lot 2C-1**

Part of Lot 2C of Westfield Subdivision, Phase I, to the City of Springdale, Washington County, Arkansas, being more particularly describe as follows:

Commencing at an existing rebar marking the Southwest Corner of Lot 2C. Thence along the West line of said Lot 2C, North 18 degrees 54 minutes 55 seconds West, 84.88 feet to the Point of Beginning. Thence continue along said West line the follwing bearings and distances: North 18 degrees 54 minutes 55 seconds West, 38.57 feet to an existing rebar. North 52 degrees 17 minutes 24 seconds West, 42.58 feet to an existing rebar marking the Northwest Corner of Lot 2C. Thence along the North line of said Lot 2C, North 39 degrees 58 minutes 04 seconds East, 229.70 feet to an existing rebar marking the Northeast Corner of Lot 2C said point being on the West right of way line of White Road. Thence along the East line of said Lot 2C and said right of way line, around a curve to the right having a radius of 436.37 feet, and subtended by a chord bearing and distance of South 44 degrees 05 minutes 02 seconds East, 79.62 feet to a set rebar with cap. Thence leaving said East line and said right of way line, South 40 degrees 50 minutes 02 seconds West, 239.73 feet to the Point of Beginning, containing 17,829.11 square feet or 0.41 of an acre and subject to any Easements of Record.

Lot 2C-2

Part of Lot 2C of Westfield Subdivision, Phase I, to the City of Springdale, Washington County, Arkansas, being more particularly describe as follows:

Beginning at an existing rebar marking the Southwest Corner of Lot 2C. Thence along the West line of said Lot 2C, North 18 degrees 54 minutes 55 seconds West, 84.88 feet. Thence leaving said West line, North 40 degrees 50 minutes 02 seconds East, 239.73 feet to a set rebar on the East line of Lot 2C, same being the West right of way line of White Road. Thence along the East line of said Lot 2C and said right of way line, around a curve to the right having a radius of 436.37 feet, and subtended by a chord bearing and distance of South 19 degrees 54 minutes 49 seconds East, 283.22 feet to a set rebar with cap marking the Southeast Corner of Lot 2C. Thence along the South line of said Lot 2C, North 88 degrees 49 minutes 55 seconds West, 225.75 feet to the Point of Beginning, containing 43,101.00 square feet or 0.99 of an acre and subject to any Easements of Record.

**AND WHEREAS**, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF WESTFIELD SUBDIVISION, LOT 2C, PHASE I, to the City of Springdale, Arkansas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS**, that the RE-PLAT OF WESTFIELD SUBDIVISION, LOT 2C, PHASE I, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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 \_\_\_\_\_, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Public hearing sign posted: 11/24/2014

Public hearing sign posted by: CS

 Public Hearing Sign Location



Feet  
0 100 200  


**APPLICANT: MICHAEL & MARLENE ANDERSON**  
**CONDITIONAL USE REQUEST:**  
**TANDEM LOT SPLIT**  
**VARIANCE REQUEST:**  
**PAVED DRIVEWAY**

*CITY OF SPRINGDALE*  
*PLANNING OFFICE*  
PLANNING COMMISSION MEETING  
12/2/2014

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**

**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 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.

**Option 2: Denies** a waiver of street improvements to N. Cleveland and Laura Streets including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N14-15, a Non Large Scale Development for Autoworks Collision.

**Option 3: Approves** payment in lieu of improvements to N. Cleveland and Laura Streets in connection with N14-15, a Non Large Scale Development for Autoworks Collision with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to N. Cleveland and Laura Streets including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with N14-15, a Non Large Scale Development for Autoworks Collision.

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

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

ATTEST:

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

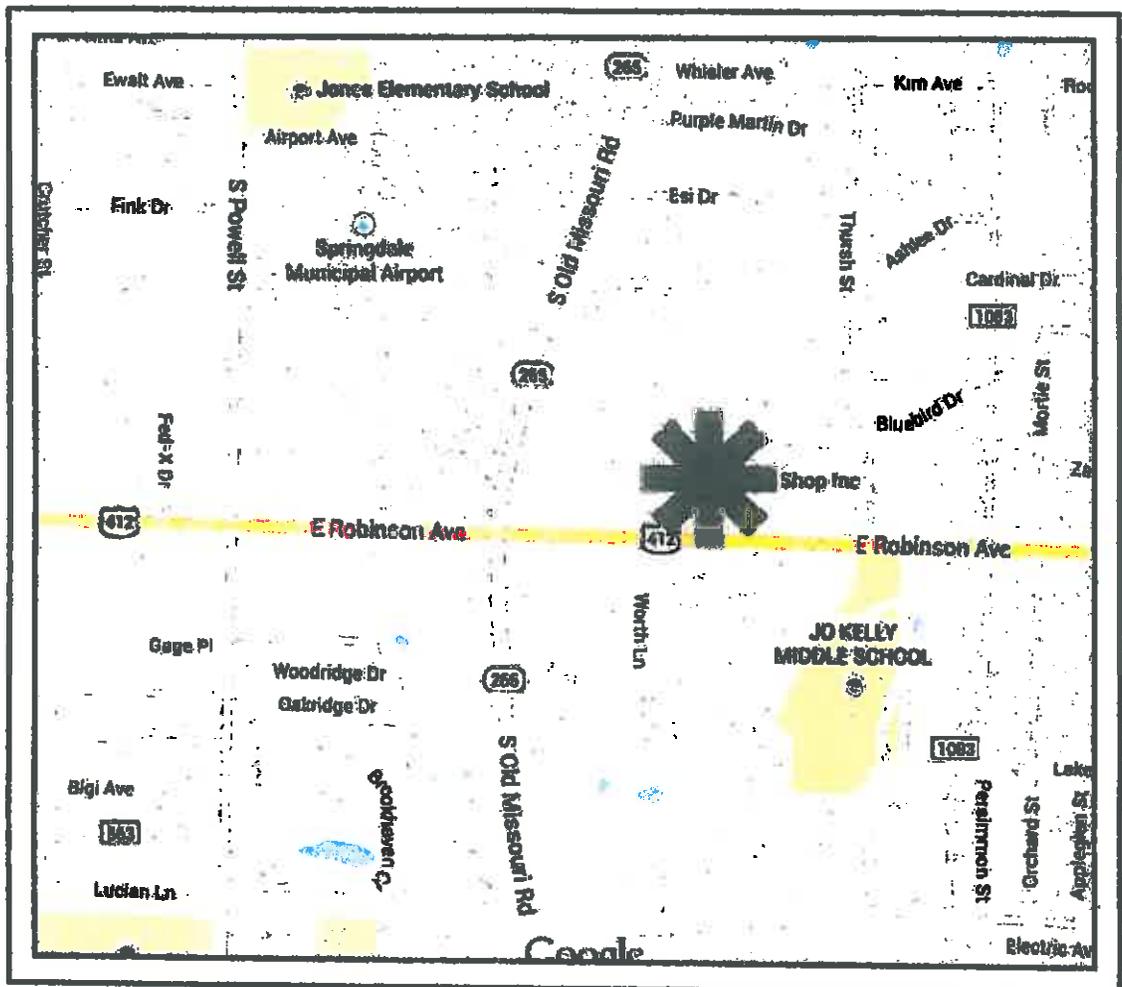
APPROVED AS TO FORM:

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

# AUTOWORKS

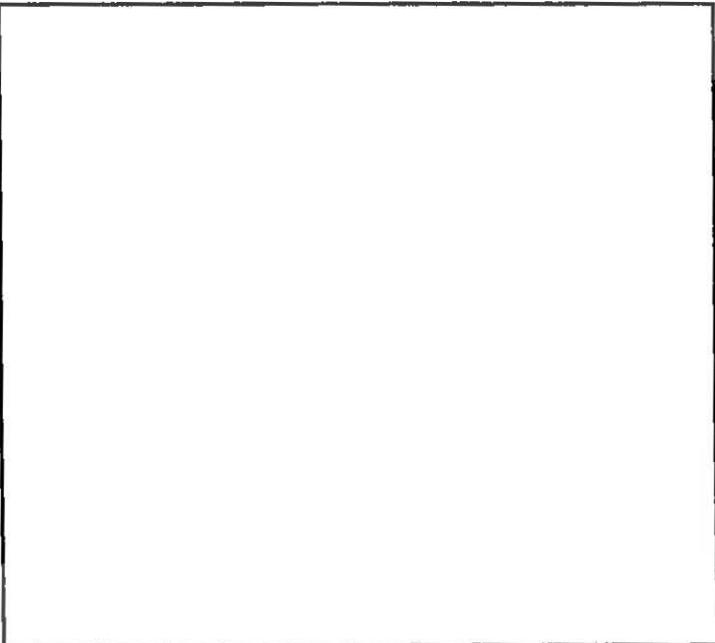
# COLLISION

# VICINITY MAP



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:** Jamie L. Burris and Brian P. Moss  
**LEGAL DESCRIPTION:** Lot Numbered 25 of Blueberry Acres Subdivision to the City of Springdale, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 4901 Bonita Pl.  
Springdale, Arkansas  
**PARCEL NO.:** 815-30106-000

**PROPERTY OWNER:** Cory Rogers  
**LEGAL DESCRIPTION:** Part of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eighteen (18) North, Range Twenty-nine (29) West, being more particularly described as follows: Beginning at the Northeast corner of said 40 acre tract, said point being an existing railroad spike in East Emma Avenue; thence N87°33'23"W along the North line of said 40 acre tract 165.00 feet to a point from which a reference iron set on the South right-of-way of said street bears S02°29'56"W 45.77 feet; thence leaving the North line of said 40 acre tract S02°29'56"W 275.00 feet to a set cotton spindle, said point being in McCollough Drive and from which a reference iron bears S87°33'23"E 15.00 feet; thence S87°33'23"E 165.00 feet to a set iron; thence N02°29'56"E 275.00 feet to the point of beginning, containing 1.04 acres, more or less. The above described 1.04 acre tract being subject to the right-of-way of Emma Avenue along the entire North boundary. The above described 1.04 acre tract also being subject to a fifteen (15) foot wide private road easement, said easement lying east of and being parallel with and adjacent to the West boundary.  
**LAYMAN'S DESCRIPTION:** 2459 and 2485 E. Emma Ave., Springdale, Washington County, Arkansas  
**PARCEL NO.:** 815-28738-260

**PROPERTY OWNER:** Maria G. Garcia  
**LEGAL DESCRIPTION:** The South One-Half (S 1/2) of Lot Numbered Eleven (11) in Block One (1), Green Acres South 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:** 1783 Green Acres Circle  
Springdale, Arkansas  
**PARCEL NO.:** 815-30577-000

**PROPERTY OWNER:** Margaret Jendeski  
**LEGAL DESCRIPTION:** Lot Numbered 9 in Block 2 of Dandy Second 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. Less and except 15.26 feet of equal and uniform width off the south side of said lot.

**LAYMAN'S DESCRIPTION:** 505 Janet St.  
Springdale, Arkansas  
**PARCEL NO.:** 815-21256-000

**PROPERTY OWNER:** Cecil Pollock and Pauline Pollock  
**LEGAL DESCRIPTION:** Lot No. 7 in Block No. 1 in H.C. Waggoner's Addition to the City of Springdale, Arkansas as per plat of said addition on file in the office of the Circuit Clerk of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION:** 517 Mountain View Ave.  
Springdale, Arkansas  
**PARCEL NO.:** 815-26159-000

**PROPERTY OWNER:** Nelson Chavers  
**LEGAL DESCRIPTION:** 74.5 feet taken of equal and uniform width off the North side of Lots Six (6) and Seven (7) in Block Five (5) in Picnic Addition to the City of Springdale, Arkansas.

**LAYMAN'S DESCRIPTION:** 303 Park St.  
Springdale, Arkansas  
**PARCEL NO.:** 815-24894-000

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

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

\$1,114.88 clean-up costs and \$27.96 administrative costs – 5901 Bonita Pl.  
\$2,837.36 clean-up costs and \$27.96 administrative costs – 2485 E. Emma Ave.  
\$495.51 clean-up costs and \$34.44 administrative costs – 1783 Green Acres Cir.  
\$1,225.05 clean-up costs and \$27.96 administrative costs – 505 Janet St.  
\$479.48 clean-up costs and \$21.48 administrative costs – 517 Mt. View Ave.  
\$899.96 clean-up costs and \$27.96 administrative costs – 303 Park 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:

\$1,142.84, plus 10% for collection – 4901 Bonita Pl. (Parcel #815-30106-000)  
\$2,865.32, plus 10% for collection – 2495 E. Emma Ave. (Parcel #815-28738-260)  
\$529.95, plus 10% for collection – 1783 Green Acres Cir. (Parcel #815-30577-000)  
\$1,253.01, plus 10% for collection – 505 Janet St. (Parcel #815-21256-000)  
\$522.44, plus 10% for collection – 517 Mt. View Ave. (Parcel #815-26159-000)  
\$927.92, plus 10% for collection – 303 Park St. (Parcel #815-24894-000)

**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.

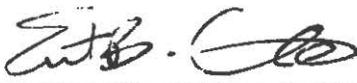
PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**Office Of The City Attorney**

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

October 29, 2014

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

*Ernest B. Cate  
City Attorney*

*Taylor Samples  
Deputy City Attorney*

*Sarah Sparkman  
Deputy City Attorney*

*David D. Phillips  
Deputy City Attorney*

*Lynda Belvedrest  
Case Coordinator/  
Victim Advocate*

*Steve Helms  
Investigator*

*Cindy Horlick  
Administrative Legal  
Assistant/Paralegal*

**Jamie Lee Burris  
19142 E. Black Oak Rd.  
Fayetteville, AR 72701**

**Brian Patrick Moss  
920 Wilson  
Chicago, IL 60640**

**RE: Notice of clean-up lien on property located at 4901 Bonita Pl.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
30106-000**

**Dear Property Owner/Lienholder:**

On June 18, 2014, notice was posted on property located at 4901 Bonita Pl., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 19, 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 July 23, 2014 and October 20, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$1,114.88. 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 December 9, 2014, 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, December 9, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,127.84, which includes \$1,114.88 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.

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:** Wednesday, July 23, 2014 8:49 AM  
**To:** ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** Claudia Moss City Abatement Bill4901 Bonita



## City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

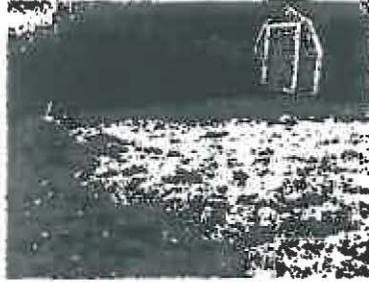
### **CITY ABATEMENT - Wednesday, July 23, 2014 8:32:16 AM (CODE ENFORCEMENT 3)**

Property Address	4901 Bonita
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Claudia Moss
Date of Abatement	Wednesday, July 23, 2014 9:30:00 AM
Officer on Site	Brandon Stein
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin, Mark Thompson, Rod Dorsey
MH Benefit Rate	\$41.48
MA Benefit Rate	\$21.66
RD Benefit Rate	\$20.23
Method of Compliance	
1 Method of Compliance	Mowing, Junk and Trash Removal from Curb, Property Clean Up - Junk and Trash
Equipment Used	
Equipment	660/652 New Bulky Waste Truck, 6021 Service Truck-Landscaping, 6030 Service Truck-Landscaping
660 New Bulky Waste Truck	\$200.00
6024 4x4 Service Truck	\$35.00
6030 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	7
Temporary Labor Cost	\$84.00
Employee Cost per hour	\$83.37
Total Employee Cost	\$83.37
Equipment Cost per hour	\$270.00
Total Equipment Cost	\$270.00
Mobilization Fee	\$200.00

Landfill Tipping Fee  
Total Cost of Abatement  
Final Photos

\$0.00  
\$637.37

Attached Data



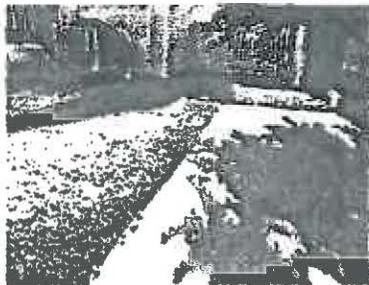
Final Photos

Attached Data



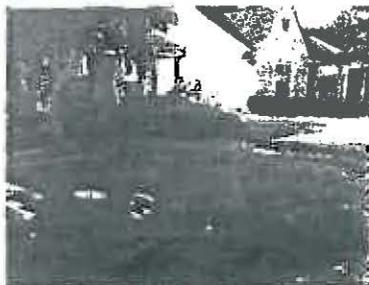
Final Photos

Attached Data



Final Photos

Attached Data



**Cindy Horlick**

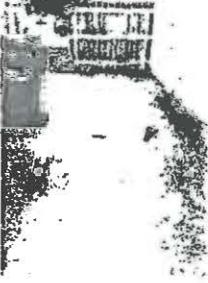
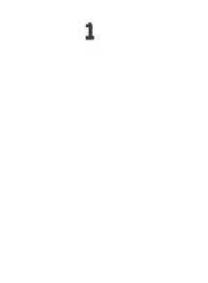
**From:** noreply@cometracker.com  
**Sent:** Monday, October 20, 2014 10:35 AM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; Bstein@springdalear.gov; Thaden@springdalear.gov; Brivens@springdalear.gov; Msidney@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** InvalidField#City Abatement Bill4901 Bonita pl

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

---

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

**CITY ABATEMENT - Monday, October 20, 2014 9:57:24 AM (646 CITY ABATEMENT)**

Property Address	4901 Bonita pl
Before Picture	Attached Data 
Before Picture	Attached Data 
Before Picture	Attached Data 
Before Picture	Attached Data 



Type of Abatement	Violation Notice / Lien
Date of Abatement	Monday, October 20, 2014 9:57:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin, Henry Hernandez
MH Benefit Rate	\$41.48
RQ Benefit Rate	\$28.03
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping, 6038 1-ton Work Truck-Landscaping
752 Grasshopper	\$55.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
6038 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$69.51
Total Employee Cost	\$69.51
Equipment Cost per hour	\$160.00
Total Equipment Cost	\$160.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$477.51
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>	A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
Brian Patrick Moss 920 Wilson Chicago, IL 60640	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	
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
	7011 1570 0000 8221 4223	
PS Form 3811, July 2013		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature X <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
Jamie Lee Burris 19142 E. Black Oak Rd. Fayetteville, AR 72701	3. Service Type <input 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	
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
	7011 1570 0000 8221 4230	
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  
ssparkman@springdalear.gov

October 29, 2014

*Ernest B. Cate  
City Attorney*

*Taylor Samples  
Deputy City Attorney*

*Sarah Sparkman  
Deputy City Attorney*

*David D. Phillips  
Deputy City Attorney*

*Lynda Belvedere  
Case Coordinator/  
Victim Advocate*

*Steve Helms  
Investigator*

*Cindy Horlick  
Administrative Legal  
Assistant/Paralegal*

**Cory and Amanda Rogers  
1571 N. Maxwell  
Fayetteville, AR 72703**

**Arvest Bank  
P.O. Box 5000  
Springdale, AR 72765**

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

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

**RE: Notice of clean-up lien on property located at 2459 E. Emma Ave.  
a/k/a 2485 E. Emma Ave., Springdale, Washington County,  
Arkansas, Tax Parcel No. 815-28738-260**

**Dear Property Owner/Lienholder:**

On April 24, 2013 and May 6, 2014, notice was posted on property located at 2459 E. Emma Ave. a/k/a 2485 E. Emma Ave., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 3, 2013 and May 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 June 24, 2013, July 29, 2013, August 19, 2013, September 9, 2013, October 20, 2013, June 20, 2014, August 15, 2014, and October 8, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$2,837.36. I have enclosed copies of invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 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 December 9, 2014, 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, December 9, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$2,850.32, which includes \$2,837.36 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 Cory and Amanda Rogers at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service on Cory and Amanda Rogers 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

# Invoice

Green Pastures Lawn Care  
1907 Big Scuffle Rd.  
West Fork AR, 72774

(479)903-2696

mike@gp-lc.com

## Bill To:

City Of Springdale  
201 Spring St.  
Springdale AR 72764

Invoice No: 257  
Date: Jun 24, 2013  
Terms: NET 30  
Due Date: Jul 24, 2013

Description	Quantity	Rate	Amount
Reoccurring lawn care at 2459 E. Emma Ave. T. Haden	1.00	\$75.00	\$75.00

Transaction # \_\_\_\_\_  
Date \_\_\_\_\_  
Account # 101-0405-423.70-35  
Project # \_\_\_\_\_  
Invoice # 257  
Amount 75.00  
Description lawn care @  
2459 E. Emma Ave  
Approved By Mike Ull  
6/25/13

Total	\$75.00
Paid	\$0.00
Balance Due	\$75.00

**Green Pastures Lawn Care**

19007 Bug Scuffle Rd.  
West Fork AR 72774

479-903-2696

mike@gp-lc.com

# Invoice

Invoice No: 322  
Date: Jul 29, 2013  
Terms: NET 30  
Due Date: Aug 28, 2013



City Of Springdale  
201 Spring St.  
Springdale AR 72764

Description	Qty	Rate	Amount
Reoccurring lawn care at 2459 E. Emma Ave. T. Haden	1.00	\$75.00	\$75.00

Transaction # \_\_\_\_\_  
 Date \_\_\_\_\_  
 Account # 101-0403-423, 70-35  
 Project # \_\_\_\_\_  
 Invoice # 322  
 Amount 75.00  
 Description lawn care @  
2459 E. Emma St  
 Approved By Mike Allen  
7/30/13

\* Indicates non-taxable item

Subtotal	\$75.00
Tax 1 (0.00%)	\$0.00
Total	\$75.00
Paid	\$0.00
Balance Due	\$75.00

**Green Pastures Lawn Care**

19007 Bug Scuffle Rd.  
West Fork AR 72774

479-903-2696

mike@gp-lc.com

# Invoice

Invoice No: 348  
Date: Aug 19, 2013  
Terms: NET 0  
Due Date: Aug 19, 2013



City Of Springdale  
201 Spring St.  
Springdale AR 72764

Description	Quantity	Rate	Amount
Reoccurring lawn care at 2459 E. Emma Ave. T. Haden	1.00	\$75.00	\$75.00

Transaction # \_\_\_\_\_  
 Date \_\_\_\_\_  
 Account # 101-6403-413.70-35  
 Project # \_\_\_\_\_  
 Invoice # 348  
 Amount 75.00  
 Description lawn care @ 2459 E. Emma  
 Approved By Mike Allen  
8/19/13

\* Indicates non-taxable item

Subtotal	\$75.00
Tax 1 (0.00%)	\$0.00
Total	\$75.00
Paid	\$0.00
Balance Due	\$75.00

# Invoice

Green Pastures Lawn Care  
19007 Bug Scuffle Rd.  
West Fork AR. 72774

479-903-2696

mike@gp-lc.com

**Bill To:**

City Of Springdale  
201 Spring St.  
Springdale AR. 72764

Invoice No: 386  
Date: Sep 9, 2013  
Terms: NET 0  
Due Date: Sep 9, 2013

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Reoccurring lawn care at 2459 E. Emma T. Haden	1.00	\$75.00	\$75.00

Transaction # \_\_\_\_\_  
Date \_\_\_\_\_  
Account # 101-0403-423-70-35  
Project # \_\_\_\_\_  
Invoice # 386  
Amount 75.<sup>00</sup>  
Description lawn care @ 2459 E. Emma  
Approved By Mike Chubb  
9/10/13

\* Indicates non-taxable item

Thank you for your business!

Subtotal	\$75.00
TAX (0.00%)	\$0.00
Total	\$75.00
Paid	\$0.00
Balance Due	\$75.00

# Invoice

Green Pastures Lawn Care  
19007 Bug Scuffle Rd.  
West Fork AR. 72774

479-903-2696

mike@gp-lc.com

### Bill To:

City Of Springdale  
201 Spring St.  
Springdale AR 72764

Invoice No: 430  
Date: Oct 20, 2013  
Terms: NET 0  
Due Date: Oct 20, 2013

Description	Quantity	Rate	Amount
Reoccurring lawn care at 2459 E. Emma T. Haden	1.00	\$75.00	\$75.00

Transaction # \_\_\_\_\_  
Date \_\_\_\_\_  
Account # 107 0403 423,70.35  
Project # \_\_\_\_\_  
Invoice # 430  
Amount 75.00  
Description lawn care @  
2459 E. Emma  
Approved By Mike Haden  
10/21/13

\* Indicates non-taxable item

Thank you for your business!

Subtotal	\$75.00
TAX (0.00%)	\$0.00
Total	\$75.00
Paid	\$0.00
Balance Due	\$75.00

**Cindy Horlick**

**From:** noreply@cometracker.com  
**Sent:** Tuesday, July 01, 2014 8:25 AM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; favorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** Cory Rogers City Abatement Bill 2459 E Emma



## City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 478/766-7712

### CITY ABATEMENT - Tuesday, July 01, 2014 8:18:27 AM (CODE ENFORCEMENT 1)

Property Address	2459 E Emma
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Cory Rogers
Date of Abatement	Friday, June 20, 2014 11:00:00 AM
Officer on Site	Tina Haden
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Property Clean Up - Junk and Trash
Equipment	748 Grasshopper, 743 Kubota, 721 Kubota Tractor, 6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
721 Kubota Tractor	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	4
Number of Temporary Laborers	2
Temporary Labor Cost	\$96.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$165.92
Equipment Cost per hour	\$220.00
Total Equipment Cost	\$880.00
Mobilization Fee	\$200.00
Land fill Tipping Fee	\$0.00
Total Cost of Abatement	\$1341.92
Final Photos	Attached Data

**Tina Haden**

---

**From:** noreply@cometracker.com  
**Sent:** Wednesday, October 08, 2014 1:57 PM  
**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; lfavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** InvalidField#City Abatement Bill2459 e Emma



## City of Springdale Code Enforcement

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

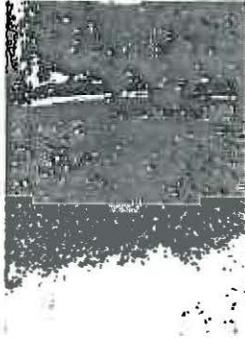
**CITY ABATEMENT - Wednesday, October 08, 2014 1:31:59 PM (646 CITY ABATEMENT)**

**Property Address**

2459 e Emma

**Before Picture**

**Attached Data**



**Before Picture**

**Attached Data**



**Before Picture**

**Attached Data**

Before Picture

Attached Data



Type of Abatement

Violation Notice / Lien

Date of Abatement

Wednesday, October 08, 2014 1:31:00 PM

Officer on Site

Tina Haden

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,6038 1-ton Work Truck-Landscaping

752 Grasshopper

\$55.00

743 Kubota

\$65.00

6031 Service Truck-Landscaping

\$35.00

6038 1-ton Work Truck-Landscaping

\$35.00

Time of Abatement in Hours

1

Number of Temporary Laborers

4

Temporary Labor Cost

\$48.00

Employee Cost per hour

\$41.48

Total Employee Cost

\$41.48

Equipment Cost per hour

\$190.00

Total Equipment Cost

\$190.00

Mobilization Fee

\$200.00

Extra materials cost

\$0.00

Total Cost of Abatement

\$479.48

**Final Photos**

**Attached Data**



**Final Photos**

**Attached Data**



**Final Photos**

**Attached Data**



**Final Photos**

**Attached Data**





**City of Springdale**  
Code Enforcement

306 South Dixie Street - Springdale, AR 72764 - Office 479/758-7712

**CITY ABATEMENT - 8/15/2014 1:35 PM (CITY ABATEMENTPUBLIC WORKS 7)**

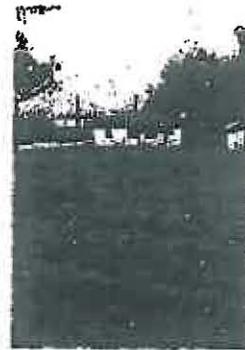
Status: CITY ABATEMENT  
 Order # C3 EMM2459-04  
 Property Address 2459 e Emma  
 Type of Abatement Violation Notice / Lien  
 Date of Abatement 8/15/2014 12:35 PM  
 Officer on Site Tina Haden  
 Supervisor on Job Mike Hicklin

Employee  
 Employee Mike Hicklin  
 MH Benefit Rate \$41.48

Method of Compliance  
 1 Method of Compliance Mowing  
 2 Method of Compliance Mowing  
 3 Method of Compliance Mowing  
 4 Method of Compliance Mowing  
 5 Method of Compliance Mowing  
 6 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 2  
 Number of Temporary Laborers 2  
 Temporary Labor Cost 48  
 Employee Cost per hour 41.48  
 Total Employee Cost 82.96  
 Equipment Cost per hour 155  
 Total Equipment Cost 310  
 Mobilization Fee \$200  
 Extra materials cost \$0  
 Total Cost of Abatement 640.96  
 Final Photos Attached Data



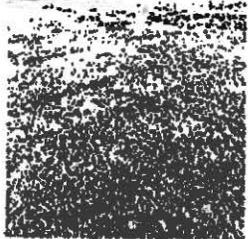
Final Photos

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 <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Arvest Bank  P.O. Box 5000  Springdale, AR 72765</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) <b>7011 1570 0000 8221 4247</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 <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Cory and Amanda Rogers  1571 N. Maxwell  Fayetteville, AR 72703</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) <b>7011 1570 0000 8221 4254</b></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:  
sparkman@springdalear.gov

October 29, 2014

Ernest B. Cate  
City Attorney

Taylor Samples  
Deputy City Attorney

Sarah Sparkman  
Deputy City Attorney

David D. Phillips  
Deputy City Attorney

Lynda Belvedere  
Case Coordinator/  
Victim Advocate

Steve Helms  
Investigator

Cindy Horlick  
Administrative Legal  
Assistant/Paralegal

Maria G. Garcia  
960 Tamarack St.  
Springdale, AR 72764

Bank of America Corp.  
1256 Dupont Drive  
Providence, RI 02907

Bayview Loan Servicing, LLC  
4425 Ponce De Leon Blvd., 5<sup>th</sup> Floor  
Coral Gables, FL 33146

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

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

RE: Notice of clean-up lien on property located at 1783 Green Acres Circle, Springdale, Washington County, Arkansas, Tax Parcel No. 815-30577-000

Dear Property Owner/Lienholders:

On August 13, 2013, notice was posted on property located at 1783 Green Acres Circle, 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 30, 2013, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 15, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$495.51. 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 December 9, 2014, 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, December 9, 2014, 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 \$514.95, which includes \$495.51 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.

This letter is also being mailed by regular mail to Maria Garcia at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service on Maria Garcia 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:** Wednesday, May 21, 2014 12:05 PM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoad@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** Maria Garcia City Abatement Bill1783A Green Acres Cir



## City of Springdale Code Enforcement

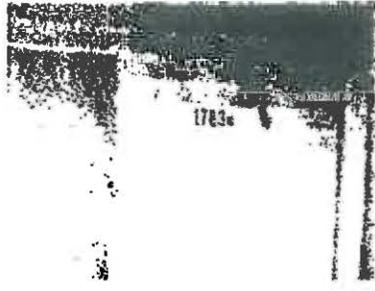
206 South Blair Street - Springdale, AR 72764 - Office 479/766-7712

### **CITY ABATEMENT - Wednesday, May 21, 2014 11:52:58 AM (CODE ENFORCEMENT 1)**

Property Address	1783A Green Acres Cir
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Maria Garcia
Date of Abatement	Thursday, May 15, 2014 10:00:00 AM
Officer on Site	Tina Haden
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin,Ricardo Quiroz
MH Benefit Rate	\$41.48
RQ Benefit Rate	\$28.03
Method of Compliance	Mowing
Equipment	748 Grasshopper,743 Kubota,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Cost	36.00
Employee Cost per hour	69.51
Total Employee Cost	69.51
Equipment Cost per hour	190.00
Total Equipment Cost	190.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	495.51

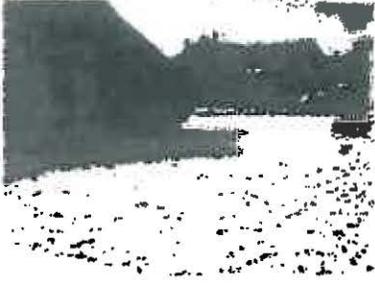
Final Photos

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:

Bayview Loan Servicing, LLC  
 4425 Ponce De Leon Blvd., 5th Floor  
 Coral Gables, FL 33146

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7011 1570 0000 8221 4032

PS Form 3811, July 2013

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Bank of America Corp.  
 1256 Dupont Drive  
 Providence, RI 02907

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)

7011 1570 0000 8221 4018

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:
ssparkman@springdalear.gov

October 29, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Nathan Vincent Jendeski
Administrator of Estate of Margaret Jendeski
348 N. Sabine Pass Rd.
Fayetteville, AR 72704

First Security Bank
P.O. Box 1009
Searcy, AR 72145-1009

RE: Notice of clean-up lien on property located at 505 Janet St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
21256-000

Dear Property Owner/Lienholder:

On June 26, 2014, notice was posted on property located at 505 Janet St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-65, 42-66, 42-67, 42-77 and 42-78, and needed to be remedied
within seven (7) days. Notice was mailed to the owner of record on June 27,
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 9, 2014 and October 14, 2014. As of this date, the total costs
incurred by the City of Springdale to clean this property are \$1,225.05. 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 December 9, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Anni. §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, December 9, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,238.01, which includes \$1,225.05 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 Nathan Jendeski at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service on Cory and Amanda Rogers should the certified letter be returned.

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

Sincerely,



Sarah Sparkman  
Deputy City Attorney

enclosures

SS:ch

cc: Christopher Conley, Attorney at Law  
P.O. Box 11470  
Fort Smith, AR 72901

Wilson & Associates, P.L.L.C.  
1521 Merrill Dr., Suite D-220  
Little Rock, AR 72211  
Your File: W&A No. 451-191756



---

**CITY ABATEMENT - 10/9/2014 2:37 PM (646 CITY ABATEMENT)**

---

Status: **CITY ABATEMENT**  
Order # **C JAN505-02**  
Property Address  
Before Picture

**505 Janet**  
**Attached Data**



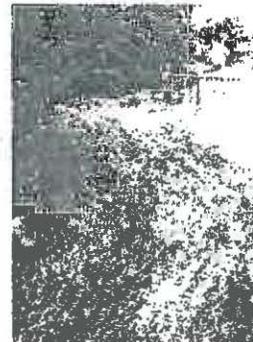
Before Picture

**Attached Data**



Before Picture

**Attached Data**



Before Picture

**Attached Data**



Type of Abatement  
Date of Abatement  
Officer on Site

**Violation Notice / Lien**  
**10/9/2014 1:37 PM**  
**Missha Wagoner**



**City of Springdale**  
Code Enforcement

210 Spring Street - Springdale, AR 72758 - Office 479-736-7712

Supervisor on Job **Mike Hicklin**

Employee **Mike Hicklin**  
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,6038 1-ton Work Truck-Landscaping**  
752 Grasshopper **\$55**  
743 Kubota **\$65**  
6031 Service Truck-Landscaping **\$35**  
6038 1-ton Work Truck-Landscaping **\$35**

Time of Abatement in Hours **2**  
Number of Temporary Laborers **4**  
Temporary Labor Cost **\$96**  
Employee Cost per hour **\$41.48**  
Total Employee Cost **\$82.96**  
Equipment Cost per hour **\$190**  
Total Equipment Cost **\$380**  
Mobilization Fee **\$200**  
Extra materials cost **\$0**  
Total Cost of Abatement **\$758.96**  
Final Photos **Attached Data**



Final Photos **Attached Data**



Final Photos **Attached Data**



**Final Photos**

**Attached Data**





**City of Springdale  
Code Enforcement**

214 Spring Street - Springdale, AR 72764 - Office 479-752-3743

**CITY ABATEMENT - 10/14/2014 2:20 PM (1- BULKY WASTE )**

Status: CITY ABATEMENT

Case #: CJAN506-03

Property Address 505 Janet

Before Picture



Before Picture

Attached Data



Date of Abatement 10/14/2014 2:20 PM

**Employee**

Employee Mark Thompson,Rod Dorsey,Trail Sloan

MA Benefit Rate \$21.86

RD Benefit Rate \$20.23

RS Benefit Rate \$24.7

**Method of Compliance**

**Equipment Used**

Equipment 660/652 New Bulky Waste Truck

660/652 New Bulky Waste Truck \$200

Time of Abatement in Hours 1

Employee Cost per Hour \$66.09

Total Employee Cost \$66.09

Equipment Cost per Hour \$200

Total Equipment Cost \$200

Material Fee \$200

Extra materials cost \$0

Total Cost of Abatement \$466.09

Final Photos Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Nathan Jendeski</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Nathan Jendeski</i></p> <p>C. Date of Delivery  <i>7/18/14</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><b>Nathan Vincent Jendeski</b>  <b>348 N. Sabine Pass Rd.</b>  <b>Fayetteville, AR 72704</b></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 4377</p>

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Terry Coffey</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <b>TERRY COFFEY</b></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No          If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><b>First Security Bank</b>  <b>P.O. Box 1009</b>  <b>Searcy, AR 72145-1009</b></p>	<p>3. Service Type  <input 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 4346</p>

PS Form 3811, July 2013 Domestic Return Receipt



# Office Of The City Attorney

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

October 29, 2014

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ernest B. Cate  
City Attorney

Taylor Samples  
Deputy City Attorney

Sarah Sparkman  
Deputy City Attorney

David D. Phillips  
Deputy City Attorney

Lynda Belvedere  
Case Coordinator/  
Victim Advocate

Steve Helms  
Investigator

Cindy Horlick  
Administrative Legal  
Assistant/Paralegal

David Howell  
Public Guardian for Adults  
Department of Human Services  
P.O. Box 1437, Slot W102  
Little Rock, AR 72203-1437

RE: Notice of clean-up lien on property located at 517 Mountain View,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
26159-000

Dear Property Owner:

On July 15, 2014, notice was posted on property located at 517 Mountain View, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on July 16, 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 8, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$479.48. 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 December 9, 2014, 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, December 9, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$485.96, which includes \$479.48 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,

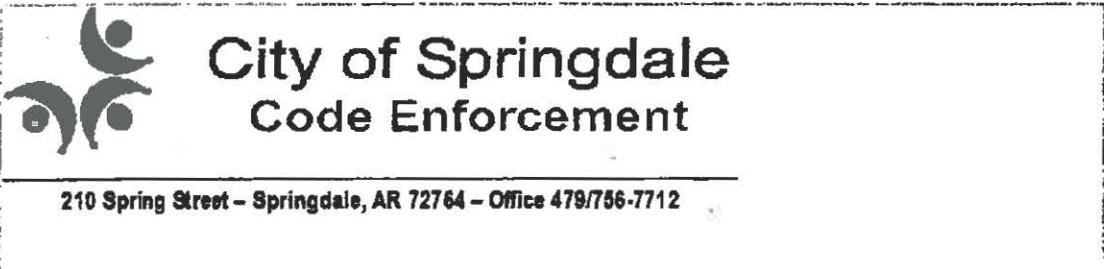


Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch

**Cindy Horlick**

**From:** noreply@cometracker.com  
**Sent:** Wednesday, October 08, 2014 2:51 PM  
**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 Bill517 mountain view



**CITY ABATEMENT - Wednesday, October 08, 2014 2:46:25 PM (646 CITY ABATEMENT)**

Property Address	517 mountain view
Before Picture	Attached Data 
Type of Abatement	Violation Notice / Lien
Date of Abatement	Wednesday, October 08, 2014 2:46:00 PM
Officer on Site	Tina Haden
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	
Equipment Used	
Equipment	752 Grasshopper, 743 Kubota, 6031 Service Truck-Landscaping, 6038 1-ton Work Truck-Landscaping
752 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
6038 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4

Temporary Labor Cost	<b>\$48.00</b>
Employee Cost per hour	<b>\$41.48</b>
Total Employee Cost	<b>\$41.48</b>
Equipment Cost per hour	<b>\$190.00</b>
Total Equipment Cost	<b>\$190.00</b>
Mobilization Fee	<b>\$200.00</b>
Extra materials cost	<b>\$0.00</b>
Total Cost of Abatement	<b>\$479.48</b>

Final Photos **Attached Data**



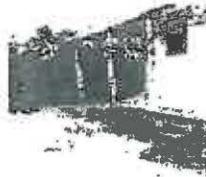
Final Photos **Attached Data**



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>	<b>A. Signature</b> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
<b>1. Article Addressed to:</b>  <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;">           David Howell            Public Guardian for Adults            Department of Human Services            P.O. Box 1437, Slot W102            Little Rock, AR 72203-1437         </div>	<b>B. Received by (Printed Name)</b>	<b>C. Date of Delivery</b> 11/9/14
<b>2. Article Number</b> <i>(transfer from service label)</i>	<b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	<b>3. Service Type</b> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
	<b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes	
<b>7011 1570 0000 8221 4322</b>		

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

October 29, 2014

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ms. Bonnie Nichols  
176 County Rd. 1670  
Knoxville, AR 72845

Mr. Kenneth Harkey  
2701 Chapman Ave., #B  
Springdale, AR 72762

RE: Notice of clean-up lien on property located at 303 Park St.,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
24894-000

Dear Ms. Nichols:

Notice was posted on property located at 303 Park St., Springdale, Arkansas and mailed to Nelson Chavers at 303 Park St., Springdale, Arkansas, that this property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. We have since learned that Mr. Chavers is deceased and that you may have an interest in the property at 303 Park Street.

No action was taken to clean up the property within seven (7) business days, and as a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 20, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$889.96. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 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 December 9, 2014, 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, December 9, 2014, 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 \$912.92, which includes \$899.96 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.

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

Sincerely,

Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch



**City of Springdale**  
Code Enforcement

200 South Blair Street - Springdale, AR 72784 - Office 479-780-7711

**CITY ABATEMENT - 8/15/2014 2:49 PM (CITY ABATEMENTPUBLIC WORKS 7)**

Status: CITY ABATEMENT  
 Order # C1 PAR303-04  
 Property Address 303 park st.  
 Type of Abatement Violation Notice / Lien  
 Date of Abatement 8/15/2014 1:49 PM  
 Officer on Site Tina Haden  
 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  
 743 Kubota \$65  
 6031 Service Truck-Landscaping \$35

Time of Abatement in Hours 1  
 Number of Temporary Laborers 2  
 Temporary Labor Cost 24  
 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 420.48  
 Final Photos Attached Data



Final Photos Attached Data



**Final Photos**

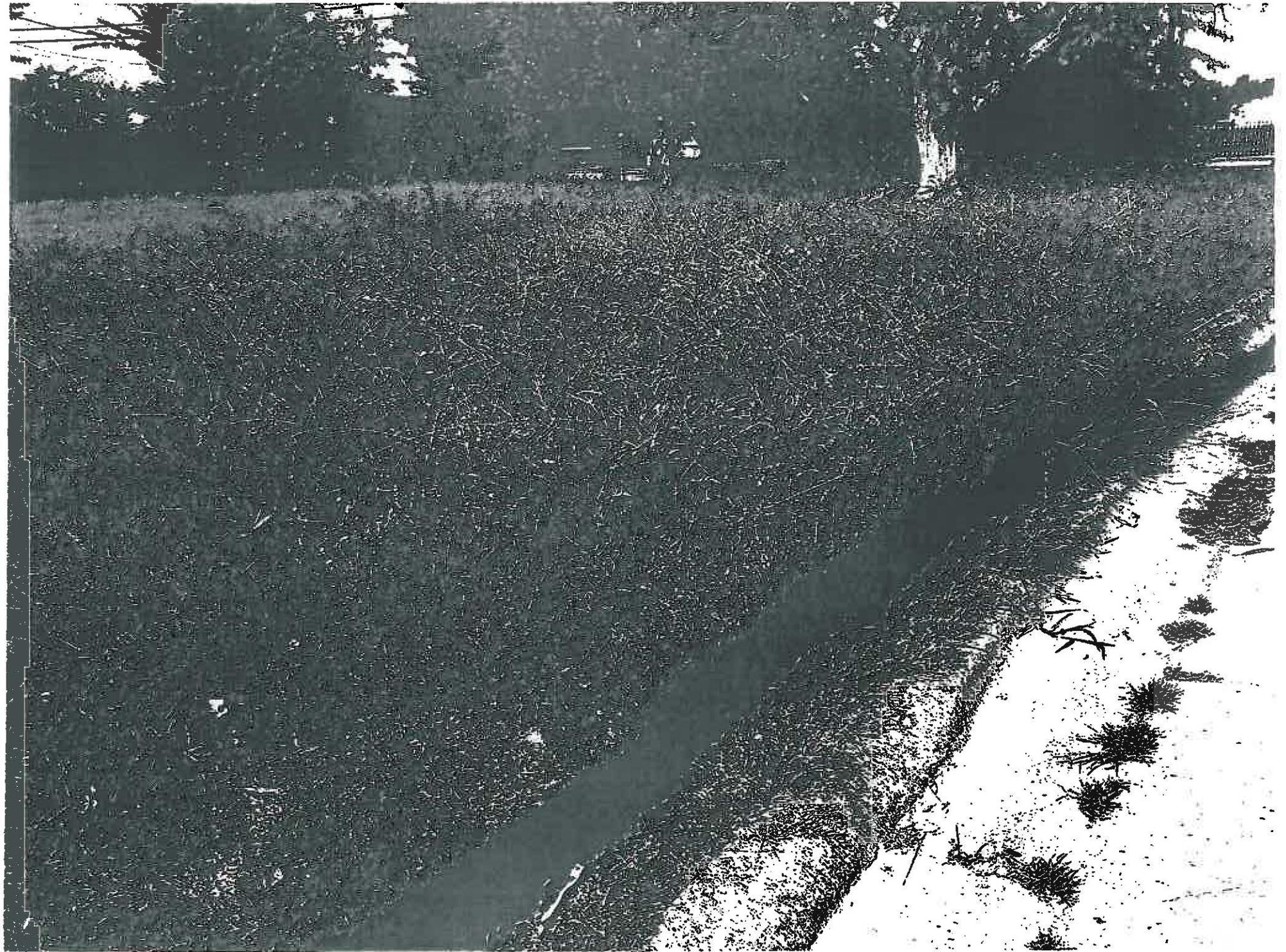
**Attached Data**



**Final Photos**

**Attached Data**



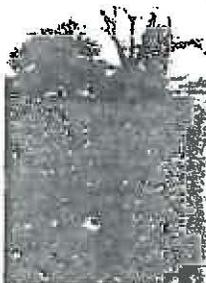
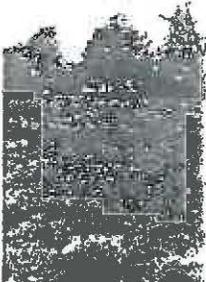


**Cindy Horlick**

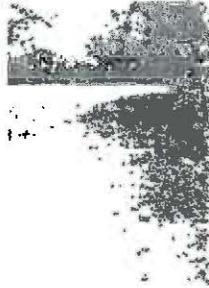
**From:** noreply@cometracker.com  
**Sent:** Wednesday, October 08, 2014 3:06 PM  
**To:** ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; Bstein@springdalear.gov; Thaden@springdalear.gov; Bnivens@springdalear.gov; Msidney@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** InvalidField#City Abatement Bill303 park st



**CITY ABATEMENT - Wednesday, October 08, 2014 2:53:32 PM (646 CITY ABATEMENT)**

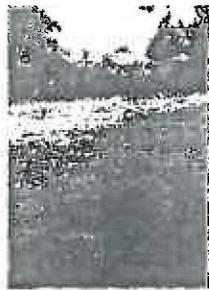
Property Address	303 park st
Before Picture	Attached Data 
Before Picture	Attached Data 
Type of Abatement	Violation Notice / Lien
Date of Abatement	Wednesday, October 08, 2014 2:53:00 PM
Officer on Site	Tina Haden
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	
Equipment Used	

Equipment	752 Grasshopper, 743 Kubota, 6031 Service Truck-Landscaping, 6038 1-ton Work Truck-Landscaping
752 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
6038 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$190.00
Total Equipment Cost	\$190.00
Mobilization Fee	\$200.00
Extra materials cost	\$0.00
Total Cost of Abatement	\$479.48
Final Photos	Attached Data



Final Photos

Attached Data

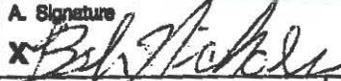


Final Photos

Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery 10-30-14
1. Article Addressed to:  <div style="text-align: center;">             Mr. Kenneth Harkey              2701 Chapman Ave., #B              Springdale, AR 72762           </div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 8221 4360	
PS Form 3811, July 2013	Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery Bob Nichols 11.3.14
1. Article Addressed to:  <div style="text-align: center;">             Ms. Bonnie Nichols              176 County Rd. 1670              Knoxville, AR 72845           </div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 8221 4353	
PS Form 3811, July 2013	Domestic Return Receipt	

**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 \$149,000.00.

**PASSED AND APPROVED** this 9<sup>th</sup> day of December, 2014.

---

Doug Sprouse, Mayor

ATTEST:

---

Denise Pearce, City Clerk

APPROVED AS TO FORM:

---

Ernest B. Cate, City Attorney

**Special Colors:**  
KC SYSTEM  
714742141 - entry, exit, covers = Chartreuse  
7148626 - roof panels = Chartreuse and Dark Gray  
7147153 - drums = L Gray, D Gray, Chartreuse  
7149661S - slide = Chartreuse

**SubTotal:** \$141,026.77  
**Tax:** \$8,873.23  
**Grand Total:** \$149,900.00

TOTS SYSTEM,  
718787 = Dark Gray  
7189071 = Chartreuse  
7187153 drums = L Gray, D Gray, Chartreuse

**Notes:**

CD# 209691, MAIN PLAYGROUND. **\*\*OTHER CHARGE\*\*** IS ENGINEERED WOOD SURFACING (FIBAR). SALES TAX RATE USED IS 9.25%

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at 8445 Solution Center, Chicago, IL 60677-8004, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** 15140249      **Quote Date:** 10/08/2014      **Equipment Total:** \$170,360.00      **Grand Total:** \$149,900.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.		
By: _____		Date: _____
_____		
_____		

**ADDITIONAL TERMS CONDITIONS OF SALE**

- 1. Use & Maintenance.** Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges.** Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. **Waiver; Invalidity.** Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

## Equipment Quotation



**Sales Representative**

Ash Recreation & Design

Brian Ash

931 Monterey Ct.

Monett, MO 65708

Phone: (800) 933-6484 Fax: (800) 933-6484

Quote Number: 15140249  
 Quote Date: 10/08/2014  
 Customer Number: 7276E01  
 Terms of Sale: Net 30  
 Customer Class: 19. NJPA  
 Shipping Method: Miracle  
 Freight Terms: Prepaid  
 Approximate Ship Date: ASAP  
 Cust PO Num:

**PO Remittance (if other than Sales Representative):**

**Prepared** CITY OF SPRINGDALE

**For:** PARKS AND REC.

201 SPRING STREET

SPRINGDALE, AR 72764

rncwhorter@springdalear.gov

**Location:** CITY OF SPRINGDALE

PARKS AND REC.

201 SPRING STREET

SPRINGDALE, AR 72764

**Payment Remittance:** Miracle Recreation Equipment Company  
 8445 Solution Center, Chicago, IL 60677-8004

**Payment/Accounting Contact:** Dr. Rick McWhorter (479) 750-8185

**Shipping/Delivery Contact:** Brian Ash (800) 933-6484

Quantity	Item Number	Description	Price Each	Price Total
2	7145019	TRIANGLE DECK (ATTACHES TO 3 POSTS)	\$588.00	\$1,176.00
4	7145029	SQUARE DECK (ATTACHES TO 4 POSTS)	\$841.00	\$3,364.00
7	7145039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)	\$1,118.00	\$7,826.00
1	7145059	PARALLEL FULL DECK (ATTACHES TO 4 POSTS)	\$1,364.00	\$1,364.00
1	7145207	HEPTAGON MEGA TWR 3-LEVEL(2', 8' & 14' DECKS)	\$20,475.00	\$20,475.00
1	7145207BZ	PRICE INCLUDED WITH 7145207	\$0.00	\$0.00
1	7145207CZ	PRICE INCLUDED WITH 7145207	\$0.00	\$0.00
11	7145494	5" OD X 124" POST (4 DECK)	\$245.00	\$2,695.00
11	714551	5" OD X 106" POST (2'6" DECKS OR LESS)	\$214.00	\$2,354.00
2	714552	5" OD X 136" POST (3' TO 5' DECKS)	\$260.00	\$520.00
6	714553	5" OD X 160" POST (5'6" TO 6'6" DECKS)	\$300.00	\$1,800.00
6	714572	5" OD X 144" POST FOR ROOF (3' DECKS OR LESS)	\$258.00	\$1,548.00
6	714574	5" OD X 186" POST FOR ROOF (5'6"-6'6" DECK)	\$334.00	\$2,004.00
1	7146014	12" CONNECTOR - KC POST TO NEXUS	\$119.00	\$119.00
1	7146078	BRAIDED CLIMBER (8' DECK)	\$926.00	\$926.00
1	7146193	POD HOPPER (3' DECK)	\$2,163.00	\$2,163.00
1	714623C	BIG TIMBER LOG CLIMBER (4' DECK)	\$962.00	\$962.00
1	71471513	CALYPSO 3 DRUM PANEL	\$1,141.00	\$1,141.00
1	71473888	FOSSIL BLUFF CLIMBER (8' OCTAGON DECK)	\$2,735.00	\$2,735.00
1	714742141	30" ID TUBE SLIDE STRAIGHT (14' DECK)	\$6,676.00	\$6,676.00
1	7147556	HONEYCOMB CLIMBER (6'6" DECK)	\$1,644.00	\$1,644.00
1	714760	MAGIC BALL POPPER PANEL	\$1,694.00	\$1,694.00
1	71476989	12' TYPHOON SLIDE 855 DEG (8' DECK)	\$8,405.00	\$8,405.00
1	7147706S	FLIPPOPOTAMUS SLIDE (6'6" DECK)	\$3,835.00	\$3,835.00

Quantity	Item Number	Description	Price Each	Price Total
4	7147721	BONGO PERCH (STATIONARY)	\$171.00	\$684.00
2	7147721	BONGO PERCH (STATIONARY)	\$171.00	\$342.00
2	7147721	BONGO PERCH (STATIONARY)	\$171.00	\$342.00
1	714775	SKY WHEEL SINGLE (2' DECK)	\$1,014.00	\$1,014.00
4	714782	CRUNCH STATION	\$90.00	\$360.00
1	714789	8' STATIONARY HOVER BEAM BETWEEN DECKS	\$1,695.00	\$1,695.00
2	714796P1	BELL (POST MOUNT)	\$135.00	\$270.00
1	714808	CLIMBING POLE (3', 5' OR 6'6" DECK)	\$550.00	\$550.00
1	7148109	ADA STAIRS BETWEEN DECKS W/1' RISE	\$926.00	\$926.00
1	714811	HANDHOLD FOR TRANSFER DECK (1' OR 1'6" DECK)	\$273.00	\$273.00
1	714811129	ADA SIDE STEP WITH HANDHOLDS (1' DECK)	\$369.00	\$369.00
4	7148135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	\$392.00	\$1,568.00
1	71481552	END LADDER 2' TOP RUNG FOR OH CLIMBER	\$383.00	\$383.00
1	7148156	LOOK-OUT LADDER (6'6" DECK)	\$672.00	\$672.00
6	714816	WALL ENCLOSURE	\$452.00	\$2,712.00
1	7148172B	BENCH PANEL (BELOW DECK)	\$828.00	\$828.00
1	7148302	UPPER ENCLOSURE FOR TUBE SLIDE	\$559.00	\$559.00
6	7148304	UPPER ENCL W/BIG TIMBER FENCE POST PANEL	\$811.00	\$4,866.00
1	71485169	SQUARE TRANSFER POINT W/CLD HR (6' & 6'6" DK)	\$3,968.00	\$3,968.00
1	71485519	8' SUSP BRIDGE BTWN DECKS W/4 SPOKES	\$3,105.00	\$3,105.00
1	71485659	8' LEVEL RAMP BETWEEN DECKS OPEN HDRL	\$1,881.00	\$1,881.00
2	7148626	ROOF FOR HEXAGON DECK, PERF STEEL	\$2,964.00	\$5,928.00
1	7148627	ROOF FOR HEPTAGON DECK, PERF STEEL	\$4,298.00	\$4,298.00
1	7148627C	CUPOLA TOP W/PERF STEEL FOR 7148627 HEPT ROOF	\$926.00	\$926.00
1	71486718	VINE CLIMBER (8' DECK)	\$1,186.00	\$1,186.00
1	71487530	LOOK-OUT BUBBLE PANEL 30 DEGREE	\$778.00	\$778.00
1	714900	WALL ENCLOSURE W/STEERING WHEEL	\$537.00	\$537.00
1	714900P1	STEERING WHEEL (POST MOUNT)	\$135.00	\$135.00
1	7149165	TENSILE LADDER (5' DECK)	\$665.00	\$665.00
1	71492059	12' RAMP GROUND TO DECK 1:12, OPEN HRL	\$3,489.00	\$3,489.00
1	714920A	ADA RAMP EXTENSION PLATE FLAT (SMALL)	\$300.00	\$300.00
1	7149445	ORBIT CLIMBER (ONLY)	\$1,294.00	\$1,294.00
1	71495959	ADA STAIRS BTWN DKS W/2' RISE OPEN HR	\$1,904.00	\$1,904.00
1	7149609	ADA STAIRS BETWEEN DECKS W/2' 6" RISE	\$2,656.00	\$2,656.00
1	7149661S	BIG TIMBER HOLLOW LOG SLIDE (6' & 6'6" DK)	\$1,580.00	\$1,580.00
2	7149663	BIG TIMBER FENCE POST PANEL	\$514.00	\$1,028.00
1	714969	SPIRAL CLIMBER (6'6" DECK)	\$1,675.00	\$1,675.00
1	7149753	CHIME PANEL	\$2,126.00	\$2,126.00
1	7149939E	ADA STAIRS BTWN DECKS W/1'6" RISE, EXT.	\$2,433.00	\$2,433.00
60	44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	\$61.00	\$3,660.00
1	4474	GRAVITY CUBE	\$9,131.00	\$9,131.00
2	2720	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	\$899.00	\$1,798.00
1	7148522HHX	5" OD ARCH ADD-A-BAY 8' TR (2)THERA ST REQ MC	\$1,160.00	\$1,160.00
1	7148522S	5" OD ARCH SWG FRAME W/2 S/P SEATS MC	\$2,355.00	\$2,355.00

Quantity	Item Number	Description	Price Each	Price Total
1	7148522TX	5" OD ARCH SWG FRAME EXT W/2 360 DEG SEATS MC	\$1,385.00	\$1,385.00
2	7185029	SQUARE DECK (ATTACHES TO 4 POSTS)	\$677.00	\$1,354.00
8	718572	3 1/2" OD X 138" POST FOR ROOF (3'DK OR LESS)	\$134.00	\$1,072.00
1	718700	5' SIDE-BY-SIDE SLIDE W/CANOPY (3' DECK)	\$1,370.00	\$1,370.00
1	71871513HB	CALYPSO 2 DRUM 1/2 PANEL (BELOW DECK)	\$888.00	\$888.00
1	7187631	CRITTER PUZZLE PANEL	\$815.00	\$815.00
1	718787	TOT ROCK CLIMBER (3' DECK)	\$898.00	\$898.00
1	71885139	SQUARE TRANSFER POINT W/CLOSED HR (3' DECK)	\$2,245.00	\$2,245.00
2	7188661	TRIPLE PLAY ROOF, MID	\$972.00	\$1,944.00
1	7189071	"L" SLIDE RH W/CANOPY (3' DECK)	\$921.00	\$921.00
1	7189709	6' ARCH BRIDGE BETWEEN DECKS CLSD HRL	\$2,042.00	\$2,042.00
1	7189804	CONVEX MIRROR PANEL	\$749.00	\$749.00
1	718994	FUN FONE PAIR (2 FONES)	\$842.00	\$842.00
1	718994Z	FUN FONE PRICE INCLUDED IN 718994	\$0.00	\$0.00

**Color List:**

System: KC

POST = Anti-Microbial Gray; PVC = Blue; ACCENTS = Chartreuse

ROCKITE = Light Gray; BIG TIMBER = Dark Gray

MIRALENE PANELS = Dark Blue-White-Dark Blue; SLIDE = Chartreuse

PLTFM CANOPY COL 1 = Light Gray; PLTFM CANOPY COL 2 = Dark Gray

BARREL = Dark Gray; MESH ROOF = Dark Gray

TENSILE TOUGH NET = Royal Blue

**Equipment Total:** \$170,360.00

**Freight:** \$2,269.47

**Installation:** \$37,000.00

**Discount:** \$76,702.70

**CIA Discount:** \$0.00

**Other Charge:** \$8,100.00

System: PZ Item Number: 4474 Quantity: 1

ACCENTS = Chartreuse; POST = Dark Gray; ROPE NET = Blue

System: SWG Item Number: 2720 Quantity: 2

ROCKITE = Royal Blue

System: SWG Item Number: 7148522HHX Quantity: 1

POST = Dark Gray; TOP RAIL = Chartreuse

System: SWG Item Number: 7148522S Quantity: 1

POST = Dark Gray; SWING SEAT = Blue; TOP RAIL = Chartreuse

System: SWG Item Number: 7148522TX Quantity: 1

POST = Dark Gray; SWING TOT SEAT = Blue; TOP RAIL = Chartreuse

System: TC

ROCKITE = Light Gray; ROOF = Chartreuse

SLIDE = Royal Blue; MIRALENE PANELS = Dark Blue-White-Dark Blue

POST = Anti-Microbial Gray; PVC = Blue; ACCENTS = Chartreuse