

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

- Monday, March 18th, 2013, 5:30 p.m. is the next Committee Meetings.
 - Committee Agendas will be available on Friday, March 15th, 2013

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, March 12TH, 2013

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation - Brad Bruns

6:00 p.m. **OFFICIAL AGENDA Pg's 1-2**

1. *Large Print* agendas are available at the back of the room, next to the main entrance
2. **Call to Order** - Mayor Doug Sprouse
3. **Roll Call** – City Clerk Denise Pearce
Recognition of a Quorum
4. **Comments** from Citizens
The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. **Approval** of Minutes
 - a) February 26th, 2013 **Pg's 3-13**
6. **Procedural** Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....7 A&B, 8, 9B, 12, & 13*. (Motion must be approved by two-thirds (2/3) of the council members).
7. Planning Commission Recommendations by Planning Director Patsy Christie:
 - A. **An Ordinance** amending Article 2, Section 10(b) of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency; and for other purposes. **Pg's 14-15**
 - B. **An Ordinance** accepting the re-plat of Lots 10, 11, 12, and 13 of Blue Ridge Meadows Subdivision to the City of Springdale, Arkansas, and declaring an emergency. **Pg's 16-18**
8. Ordinance Committee Report & Recommendations by Chairman Mike Overton:
An Ordinance authorizing the Mayor and City Clerk to enter into a contract on behalf of Springdale District Court with Professional Business Systems (PBS); to waive competitive bidding; and to declare an emergency and for other purposes. **Pg's 19-24**
9. Street & CIP Committee Report & Recommendations by Chairman Rick Evans:
 - A. **A Resolution** authorizing Capital Improvement Project Funds for acquisition of two fire trucks. **Pg's 25-33**
 - B. **An Ordinance** to waive competitive bidding for additional improvements on the Hylton Road Project **Pg's 34-36**

10. Finance Committee Report & Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** amending the 2013 Budget of the Springdale Police Department. **Pg's 37-48**
 - B. **A Resolution** amending the 2013 Budget of the Springdale Fire Department **Pg's 49-50**
11. **A Resolution** approving the donation of vacation time for Jana Bewley, presented by Kathy O'Kelley Chief of Police. **Pg's 51-52**
12. **An Ordinance** authorizing the City Clerk to file a Clean up Lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 4701 Tyler Place, 3705 Kenny Lane, and 606 South West end Street, presented Ernest Cate, City Attorney. **Pg's 53-69**
13. **An Ordinance** authorizing the City Clerk to file a Clean-up Lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 307 South Cleveland Street, presented by Ernest Cate, City Attorney. **Pg's 70-76**
14. **A Resolution** of the City Council for the City of Springdale, Arkansas, expressing its opposition to Senate Bill 367 "The Private Property Protection Act" currently pending in the State of Arkansas General Assembly, presented by Mayor, Doug Sprouse. **Pg's 77-82**
15. Comments from Department Heads.
16. Comments from Council Members.
17. Comments from City Attorney.
18. Comments from Mayor Sprouse.
19. Adjournment.

SPRINGDALE CITY COUNCIL
FEBRUARY 26, 2013

The City Council of the City of Springdale met in regular session on February 26, 2013, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brad Bruns	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Eric Ford	Ward 4
Bobby Stout	Ward 4
Rick Evans	Ward 2
Jim Reed	Ward 1
Kathy Jaycox	Ward 1
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning & Comm. Dev. Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Mike Chamlee	Chief Building Inspector
Loyd Price	Human Resource Director
Sam Goade	Public Works Director
Courtney Kremer	Animal Services Director

ARBOR DAY PROCLAMATION

Mayor Sprouse read a proclamation proclaiming Saturday, March 9th, 2013 as "Arbor Day in Springdale". On Saturday, March 9th, 2013, the City will have a tree planting project, sponsored by the Illinois River Watershed Partnership, at the Luther George / Grove Street Park area. Four hundred (400) plus, tree seedlings will be planted along the banks of Spring Creek between the Park Street Bridge and the west property line of the Park. Everyone is invited to attend.

CTIZEN COMMENTS

Walt Laster, Julio Road, said he missed all the discussion on the open burn permit approved at the last council meeting. He feels like the old way was working fine and the new way will cause him a penalty. He would like this discussion reopened.

Janie Bibb thanked the Public Works Department for repairing big bumps in the street at the intersection of Lawrence and West End Street.

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the February 12, 2013 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman 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: Ford, Stout, Evans, Reed, Jaycox, Bruns, Watson, Overton

No: None

TABLED - PROPOSED ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A COMMERCIAL STRUCTURE LOCATED AT 317 EAST EMMA AVENUE OWNED BY JAMES CYPERT

Alderman Watson reported the Health and Sanitation Committee met tonight before City Council to revisit the proposed ordinance ordering the razing (demolition) and removal of a commercial structure located at 317 East Emma Avenue owned by James Cypert. After discussion, the committee recommended forwarding the ordinance to City Council and that the ordinance be tabled, with one no vote and one abstention.

Alderman Overton made the motion to table the proposed ordinance. Alderman Reed made the second.

The vote:

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

No: Jaycox

RESOLUTION NO. 32-13 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO PARTNER WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT TO WIDEN THE ELM SPRINGS ROAD BRIDGE OVER INTERSTATE 540

Patsy Christie presented a Resolution expressing the willingness of the City of Springdale to partner with the Arkansas Highway and Transportation Department to widen the Elm Springs Road Bridge over Interstate 540 and add additional turn lanes at the ramp terminal intersection. The City will commit \$1 million from the 2012 Street Bond Program for a partnership between the City of Springdale and the Arkansas Highway and Transportation Department.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO PARTNER WITH THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT TO WIDEN THE ELM SPRINGS ROAD BRIDGE OVER INTERSTATE 540

WHEREAS, by letter dated February 5, 2013, Scott Bennett, Director of the Arkansas Highway and Transportation Department, indicated that the Department has determined that the widening of the Elm Springs Road Overpass and additional turn lanes at the ramp terminal intersection would improve the level of service of the interchange; and

WHEREAS, the total estimated cost of this interchange work is \$5 million including preliminary engineering, right-of-way acquisition, utility relocation, construction and construction inspection and the Statewide Transportation Program for Federal Fiscal Years 2013-2016 includes \$4 million for interchange improvements; and

WHEREAS, considerable investments have been and are expected in the area with the completion of Phase II of the Elm Springs Road project, the development of a new Wal-Mart Supercenter at the northwest corner of the intersection and the extension of 56th Street from Highway 412 north to Elm Springs road as part of the 2012 Bond Program; and

WHEREAS, it is felt that a partnership with AHTD to widen the bridge over I540 will allow the City to continue to address the congestion needs of the area; and

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

Section 1. The Mayor is hereby authorized and directed to accept the partnership offered by Scott Bennett, Director of Highway and Transportation Department for the widening of the Elm Springs Road overpass and additional turn lanes at the ramp terminals.

Section 2. An amount not to exceed \$1 million is hereby committed from the 2012 Street Bond Program for a partnership between the City of Springdale and the Arkansas Highway and Transportation Department for the widening of the Elm Springs Road Overpass and additional turn lanes at the ramp terminal intersection.

PASSED AND APPROVED THIS ____ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED :

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 32-13.

RESOLUTION NO. 33-13 – AUTHORIZING THE MAYOR AND CITY CLERK TO ADD TITLE II CONSTRUCTION PHASE SERVICES TO THE AGREEMENT WITH GARVER LLC FOR CONSTRUCTION PHASE SERVICES FOR THE DON TYSON PARKWAY INTERCHANGE-AHTD JOB NO. 040527, SPRINGDALE JOB NO. CP0802

Patsy Christie presented a Resolution authorizing the Mayor and City Clerk to add Title II Construction Phase Services to the agreement with Garver LLC for construction phase

services for the Don Tyson Parkway Interchange-AHTD Job No. 040527, Springdale Job No. CP0802.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ADD TITLE II CONSTRUCTION PHASE SERVICES TO THE AGREEMENT WITH GARVER LLC, FOR CONSTRUCTION PHASE SERVICES FOR THE DON TYSON PARKWAY INTERCHANGE – AHTD JOB NO. 040527, SPRINGDALE JOB NO. CP0802

WHEREAS, Resolution No. 160-08 authorized the Mayor and City Clerk to enter into an Agreement for Engineering Services with Garver Engineers to provide the engineering and design services which was executed on October 31, 2008; and

WHEREAS, Garver, LLC (formerly DBA as Garver Engineers) has completed the design of the Don Tyson Parkway Interchange Improvements and the project is ready to proceed to construction;

WHEREAS, the City of Springdale desires to add Title II Construction Phase Services 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 execute a Supplemental Agreement No. 1 with Garver, LLC for AHTD Job No. 040527, Springdale Job No. C0802, as follows:

1. Title II Services to be provided by Garver LLC in an amount not to exceed \$860,000.
2. Reimbursement of actual cost for sub consultant services to include geotechnical materials testing in accordance with AHTD standards and construction quality assurances services for final closure repair at the landfill.

PASSED AND APPROVED this _____ day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 33-13.

RESOLUTION NO. 34-13 -- AUTHORIZING THE MAYOR TO EXECUTE AN
INTERLOCAL COOPERATION AGREEMENT FOR HAZARDOUS MATERIALS
INCIDENT RESPONSE SERVICES IN WASHINGTON COUNTY

Fire Chief Mike Irwin presented a Resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE AN INTERLOCAL COOPERATION
AGREEMENT FOR HAZARDOUS MATERIALS
INCIDENT RESPONSE SERVICES IN
WASHINGTON COUNTY.**

WHEREAS, Washington County has proposed an interlocal cooperation agreement for responses to hazardous material incidents; and

WHEREAS, there is a need for this service for protection of our citizens; and

WHEREAS, the Fire Chief and Mayor recommend the execution of this agreement and believe this is an efficient method to provide this service;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute an agreement with Washington County and other cities in Washington County for responses to hazardous material incidents.

PASSED AND APPROVED this _____ day of February, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote;

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

No: None

The Resolution was numbered 34-13.

EMERGENCY CLAUSE ADDED TO ORDINANCE NO. 4668 -- AUTHORIZING
CLEAN UP LIEN AT CROSSCREEK AVENUE, 1701 GREEN ACRES ROAD AND
143 ROGERS CIRCLE

At the February 12, 2013 City Council meeting, there were not enough City Council members present to pass any emergency clauses.

Alderman Bruns made the motion to add an emergency clause to Ordinance No. 4668, authorizing a clean-up lien at Crosscreek Avenue, 1701 Green Acres Road and 143 Rogers Circle, adopted at that meeting. Alderman Jaycox made the second.

The vote:

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

No: None

ORDINANCE NO. 4669 – AMENDING ARTICLE 6, SECTION 2.14 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, TO BETTER DEFINE THE RULES AND REGULATIONS FOR GARAGE SALES WITHIN THE CITY OF SPRINGDALE, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Patsy Christie presented an Ordinance amending Article 6, Section 2.14 of the Zoning Ordinance of the City of Springdale, Arkansas, to clarify when a permit is necessary for garage sales, yard sales and rummage sales within the city; to declare an emergency and for other purposes.

A public hearing was held at the February 5, 2013 Planning Commission meeting. The change is as follows:

ARTICLE 6. – SUPPLEMENTARY DISTRICT REGULATIONS

Sec. 2. – Residential districts in general.

2.14 Garage sales, ~~and yard sales, and rummage sales.~~ Permits for ~~garage-sales, yard sales, and rummage sales and garage sales~~ shall be valid for not more than two (2) consecutive days and shall not be granted for the same location more than two (2) times during any calendar year. ~~Any person or organization authorized under this section that it is necessary that anyone conducting~~ conducts a ~~yard~~ garage sale, ~~rummage yard~~ sale or ~~garage~~ rummage sale shall obtain a permit before conducting such sale unless the property in which the sale takes place is properly zoned for such purposes and a business license has been obtained as required under this Code. ~~Such sales shall only take place on residential property or by charitable or non-profit organizations on property zoned P-1 or commercial.~~ Application for a permit for a ~~garage sale, yard sales, and rummage sales and garage sales should~~ shall be made to the building inspector, and ~~the building inspector he~~ shall issue permits subject to the above conditions after payment of a fee of \$10.00 ~~as determined by the city.~~ Garage Sales, yard sales, and rummage sales conducted on school property by organizations affiliated with the school are exempt from the permit requirements set out herein.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4669.

ORDINANCE NO. 4670 – AMENDING ARTICLE 4, SECTION 4 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, TO REVISE THE REGULATIONS PERTAINING TO THE I-1 LIGHT INDUSTRIAL ZONING DISTRICT; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Patsy Christie presented an Ordinance amending Article 4, Section 4 of the Zoning Ordinance of the City of Springdale, Arkansas to revise the regulations pertaining to the I-1 Light Industrial zoning district; declaring an emergency and for other purposes.

A public hearing was held at the February 5, 2013 Planning Commission meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4670.

RESOLUTION NO. 35-13 – AUTHORIZING AN IN-KIND CONTRIBUTION OF LABOR AND EQUIPMENT FOR THE CONSTRUCTION OF A PARKING AREA FOR THE ARTS CENTER OF THE OZARKS

Staff Engineer Alan Pugh presented a Resolution authorizing an in-kind contribution of labor and equipment for the construction of a parking area of at least \$50,000 for the Arts Center of the Ozarks.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN IN-KIND CONTRIBUTION OF LABOR AND EQUIPMENT FOR THE CONSTRUCTION OF A PARKING AREA

WHEREAS, the Arts Center of the Ozarks (ACO) is an important cultural resource to the citizens of Springdale and the region, and

WHEREAS, the ACO has a grant opportunity to aide in improvements to the building and surrounding area, and

WHEREAS, the City and ACO desire to have more parking in the downtown area, and

WHEREAS, the city desires to provide an in-kind contribution of labor and equipment to the construction of a parking area of at least \$50,000, and

WHEREAS, the city will enter into a lease agreement for use of the parking area to be approved by City Council at a later date;

WHEREAS, the City Council of the City Of Springdale is in agreement with the in-kind contribution;

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 the necessary documents to validate the in-kind contribution described above for the purposes of securing the grant.

PASSED AND APPROVED this ____ day of February, 2013.

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: Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford, Stout

No: None

The Resolution was numbered 35-13.

RESOLUTION NO. 36-13 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID TRANSPORTATION, COMMUNITY AND SYSTEM PRESERVATION (TCSP) FUNDS FOR THE SANDERS AVENUE TRAILHEAD ON THE RAZORBACK GREENWAY

Patsy Christie presented a Resolution expressing the willingness of the City of Springdale to utilize federal-aid Transportation, Community and System Preservation (TCSP) funds for the Sanders Avenue Trailhead on the Razorback Greenway.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID TRANSPORTATION, COMMUNITY AND SYSTEM PRESERVATION (TCSP) FUNDS FOR THE SANDERS AVENUE TRAILHEAD ON THE RAZORBACK GREENWAY

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) was approved for \$400,000 in Federal-aid Transportation, Community and System Preservation Program funding for the following project:

SANDERS AVENUE TRAILHEAD

WHEREAS, NWARPC has agreed to accept the City of Springdale's proposal to provide the required 20% matching share, to administer the construction contract, and to maintain the trailhead upon completion; and

WHEREAS, property necessary for the project has been donated to the City and the value of the donation shall be used as the required match.

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

SECTION 1. The City of Springdale will participate in accordance with its designated responsibilities, including maintenance of this project.

SECTION 2. The Mayor, or his designee, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated improvement.

SECTION 3. The City pledges its full support and hereby authorizes the Arkansas Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED THIS ___ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 36-13.

RESOLUTION NO. 37-13 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN SUZANNE HENSON AND S-JAM4, LLC ARE DEFENDENTS

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Suzanne Henson and S-Jam4, LLC are defendants.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN SUZANNE HENSON AND S-JAM4, L.L.C. ARE DEFENDANTS.

WHEREAS, the City of Springdale filed a lawsuit against Suzanne Henson and S-JAM4, L.L.C. to condemn a tract of land for the widening and improvement of Johnson Road;

WHEREAS, the City of Springdale deposited the sum of \$385,000.00 into the Registry of the Court as estimated just compensation for the property;

WHEREAS, Thomas E. Robertson, Jr., attorney for Suzanne Henson and S-JAM4, L.L.C. has extended an offer to settle the condemnation lawsuit for an additional sum of \$50,000.00, bringing the total compensation for the damage to their tract of land to \$435,000.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$50,000.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost and expense of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the condemnation lawsuit for the total sum of \$435,000.00.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 37-13.

ORDINANCE NO. 4671 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1305 GREENBRIAR STREET AND 1106 WEST END STREET

Chief Building Official Mike Chamlee presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 1305 Greenbriar Street and 1106 West End Street.

SPRINGDALE CITY COUNCIL
FEBRUARY 26, 2013

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4671.

ANNOUNCEMENT

Patsy Christie announced a public meeting will be held on 56th Street Improvements,
from Highway 412 to Don Tyson Parkway, at the community room at Arvest Ballpark
this Thursday, February 28th, from 11:30 a.m. to 1:30 p.m. and 4:30 to 6:30 p.m.

"STATE OF THE CITY" ADDRESS BY MAYOR DOUG SPROUSE

Mayor Doug Sprouse gave his "State of the City" address following City Council
business. (Tape on file)

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:20 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

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

ORDINANCE NO. _____

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

WHEREAS, Article 2, Section 10(b) of the Zoning Ordinance of the City of Springdale, Arkansas, contains the regulations and procedures associated with variance requests heard by the Board of Zoning Adjustment for the City of Springdale, Arkansas;

WHEREAS, Article 2, Section 10(b) of the Zoning Ordinance of the City of Springdale, Arkansas, is in need of revision to simplify the variance application process;

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

WHEREAS, a public hearing was held before the Springdale Planning Commission on March 5, 2013, after notice was given of said hearing as required by law.

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

Section 1: Article 2, Section 10(b) of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

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

3. The adjacent property owners of the property seeking the variance have been notified by certified mail, return receipt requested, at least (10) days prior to the public hearing in accordance with the following:
 - (a) An affidavit is submitted stating that notice has been given to all adjacent property owners of the property subject to the variance after the application has been accepted and placed on the planning commission agenda;
 - (b) The petitioner shall be responsible for providing such notice by certified mail, return receipt requested, to the last known address of such record owner(s) as shown in the records of the Assessor's Office for the County in which the adjacent property is located ~~certified by a licensed abstractor or a licensed land surveyor within the past sixty (60) days.~~
 - (c) The required affidavit and supporting exhibits (mailing receipts, list of adjacent property owners and a copy of the notice[]) shall be filed with the planning office no later than seven (7) days prior to the meeting date.

4. The minutes of the meeting will be a part of the minutes of the entire planning commission meeting.

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

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

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

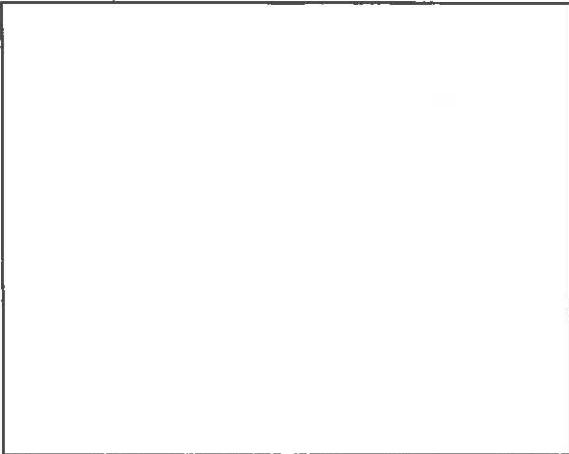
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RE-PLAT OF LOTS 10, 11, 12, AND 13 OF BLUE RIDGE MEADOWS 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, Benton County, Arkansas, being more particularly described as follows, to-wit:

Lots 10, 11, 12, and 13 of Blue Ridge Meadows Subdivision, City of Springdale, Benton County, Arkansas as shown on Plat Record 2004-1168 on File in the Benton County Circuit Clerk's Office.

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 LOTS 10, 11, 12, AND 13 OF BLUE RIDGE MEADOWS SUBDIVISION 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 LOTS 10, 11, 12, AND 13 OF BLUE RIDGE MEADOWS SUBDIVISION 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 _____, 2013.

Doug Sprouse, Mayor

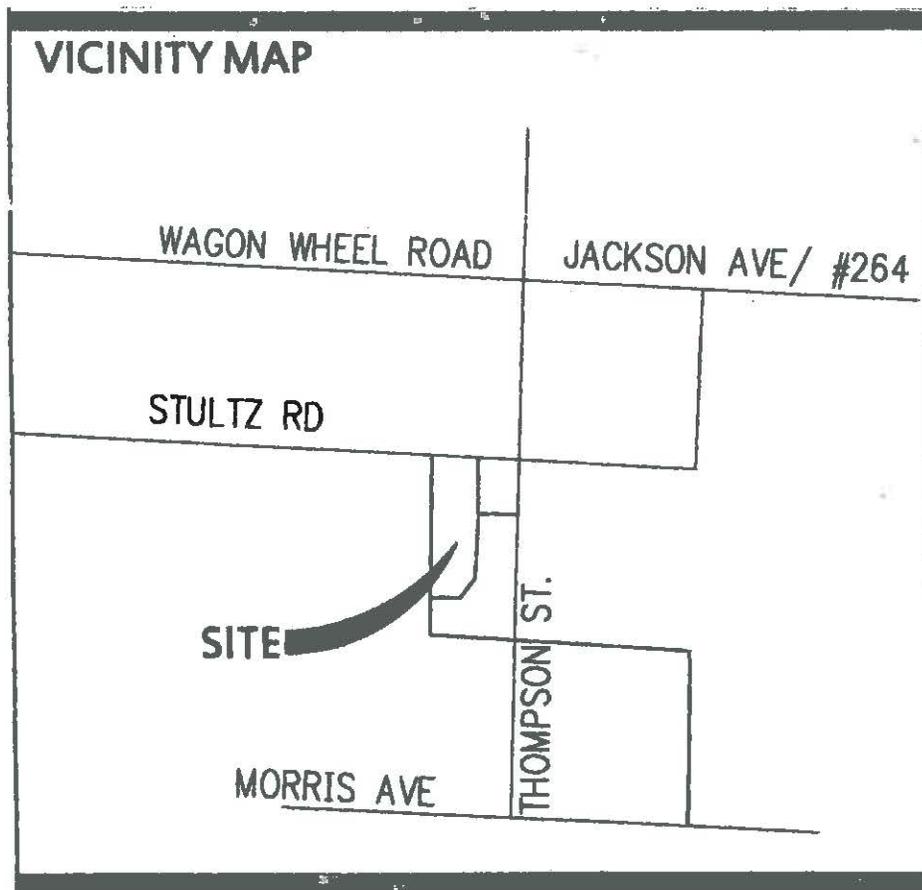
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



VICINITY MAP FOR
LOTS 10-13
BLUE RIDGE MEADOWS
SUBDIVISION

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT ON BEHALF OF SPRINGDALE DISTRICT COURT WITH PROFESSIONAL BUSINESS SYSTEMS (PBS); TO WAIVE COMPETITIVE BIDDING; AND TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Springdale District Court has taken price quotes from three companies for the copier needs of the department;

WHEREAS, after evaluating the three price quotes, Springdale District Judge and Springdale District Court Clerk have recommended that PBS be given a lease contract for 54 months at the base rate of \$291.47 per month, including all taxes, and a service agreement in which PBS will provide service on the copier at a rate of .009 cents per copy;

WHEREAS, PBS has provided outstanding service on the copiers they have leased to the Mayor's Office, City Attorney's Office, and the Planning and Community Development Department and it is believed that by having several service accounts in the same building, service can be maximized;

WHEREAS, PBS does their own in-house financing so the City doesn't have to enter into a contract with a third party, meaning the same entity that leases the copier, also services the copier;

WHEREAS, there are two separate contracts being entered into and each separate contract is less than \$20,000, and even if you combined both contracts, it is unknown the exact cost for service as it is tied into the number of copies made each month and even combined, both contracts may not exceed \$20,000, but competitive bidding is being waived regardless, as it is not deemed feasible or practical for the reasons set out in this ordinance

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to enter into a lease agreement on behalf of Springdale District Court with PBS for 54 months at the base rate of \$291.47 per month, and a service agreement on the copier at a rate of .009 cents per copy;

IT IS FURTHER ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that because the exceptional situation described above, competitive bidding is not deemed feasible or practical and therefore competitive bidding is waived.

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.

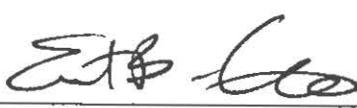
PASSED AND APPROVED this _____ day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce City Clerk

APPROVED:



Ernest B. Cate, City Attorney



Professional Business Systems
The Professional Team.

2905 South Walton Boulevard
Suite 5
PO Box 2730
Bentonville, AR 72712

B&W Service Agreement

SPRINGDALE CITY OF DISTRICT COURT

Date 2/1/2013

Ship To

Bill To

201 SPRING STREET

Customer P.O.

SPRINGDALE AR 7764

Attn. Of

Phone (479) 750-8150

Fax (479) 750-8564

Sales Rep MEYER

E-Mail

Copier/Printer Service Agreement:

- Includes all parts, labor and travel charges.
- Excludes toner, starter, developer, paper, staples, abuse and network support

Comprehensive Copier/Printer Service Agreement:

- Includes all service and supplies, including drums, starter/developer imaging units and toner.
- Excludes paper, staples, abuse and network support (see connectivity addendum)

Facsimile Service Agreement:

- Includes all parts, labor and travel charges.
- Excludes all imaging units, main power boards, supplies and abuse.

Base Rate of \$ 0.009 per page
 Allows 0 B&W copies/prints per MONTH Overages @ 0.009
 Minimum of 5,000 pages per month*
 Guaranteed Pricing: Not to exceed a 5 % adjustment upon annual evaluation *Plus Applicable Tax*

ID#	Model	Serial Number	Location	BMR
	BH552		Workroom	

Start Date 02/15/13

End Date 02/15/18

agreement will automatically renew for a 12-month period with a 15% increase if notice of cancellation or renewal has not been received before above expirati

Signed: _____ Date _____
 Customer

Print: _____ Title _____
 Name

Signed: _____ Date _____
 Professional Business Systems

This contract is expressly conditional upon seller's acceptance of all terms and conditions set forth on the face of this document. Any additional or different terms not so specified are hereby objected to and not considered a part of the contract by the seller.



PBS will conduct a site survey for all equipment installations to collect information about the existing network, servers and workstations that is deemed important to a successful integration. The purpose of the survey is to help PBS provide the appropriate product based on the customer's current configuration. There are some rare situations where PBS cannot provide a connected solution due to incompatibility with some network configurations. PBS will determine this during the site survey and make recommendations accordingly. We will provide a detailed explanation of any special considerations or minimum requirements not met by the customer to perform any specific function of the equipment.

On-site training for the installation of connectivity services will be available from PBS on the day of the installation for on-site key operator or network administration personnel. Training for the appropriate support personnel will focus on the setup of services for the product, support, and any utilities associated with the connected product. One on site person should be designated by the customer as the point of contact for all connectivity issues both internally and for PBS service associates. This person will observe all aspects of the installation and be trained on the installation of manufacture provided software and utilities that accompany the MPF equipment. Arrangements for additional training can be made through the sales representative.

Professional Business Systems Installation Responsibilities

The staff at PBS will be involved in the areas including:

- Delivery and setup of the connected product as it was requested by the sales representative.
- Connect the product to the existing local area network or stand-alone workstation.
- Ensure proper setup of connectivity services prior to installation based on network configuration found in the site survey.
- Establish network service to the equipment based on information provided by site survey. Install Software and plug-in support (if applicable) on servers and/or workstations attached to the network.
- utilities

Customer Installation Responsibilities

The customer will be responsible in the areas including:

- Full disclosure of network, server and/or workstation configuration as it pertains to the integration and successful operation of connected equipment provided by PBS.
- A dedicated network connection for any and all digital interfaces that require a network connection. A dedicated electrical circuit for the copier/printer and interface. A dedicated telephony circuit where fax service is needed.
- A network administrator or designated key operator with knowledge of the network, installation of print drivers and other functions to be performed by the equipment provided by PBS.
- Any cabling needed for the connectivity in addition to what comes standard with the machine or interface. These cabling needs will be determined at the time of the site survey.

PBS Connectivity Maintenance Responsibilities

Should an interruption in connectivity service be experienced, normal procedures should be followed to request service. PBS will diagnose and repair print, scan and other network services supported by the device only. If it is found that the hardware or hardware related software covered under this agreement is not faulty, the customer will be provided with options for repair on the billable rate outlined by this agreement. Should the connectivity configuration change from the initial installation, re-configuration of the covered equipment will be billed to the customer at the standard hourly rate outlined by this agreement. Should scan to email or inbound fax forward to email services initiated from the MFP be used - it is the customer's responsibility to provide a proper working email server service and all credentials required by that server service for the MFP to connect and deliver the email transmission to the server for relay to destination address. PBS will assist in troubleshooting the transmission at the machine - once it is determined that the PBS covered equipment completed the delivery - it becomes the customers responsibility to troubleshoot and recover any transmissions that may or may not have been lost. Customers are encouraged to communicate with PBS prior to any changes that might affect operation of services provided in this agreement.

- The billable rate for the Information Technology department on service not covered by this agreement is \$155.00 per hour (minimum call charge of \$95.00). There is a standard per incident charge for configuration issues fixed via phone of \$69.95 per incident.
- Customer assumes all responsibilities for acts of God, flood or fire damage, theft, electrical faults, negligence or abuse.
- Please review all service agreement guidelines with your sales representative. If the user needs service to the connected copier or interface due to negligence or misuse, all repair costs will be the responsibility of the customer.

Operating Software Responsibilities

will make every attempt to establish compatibility and support third party applications and interfaces at the billable rate - customer will be advised of any billable situation before incurring any charges.

- systems configuration.

Signed:

Customer

Date

Signed:

Professional Business Systems

Date

TERMS AND CONDITIONS

- 1. RENTAL PAYMENTS AND TERMS. Lessee agrees to pay as rental for the use of the equipment the payment specified in the payment schedule, with the first such rental payment due on the date of first payment described on page 1, and like payments due on the same day of each month thereafter or as otherwise specified during the lease term. If no date of first payment is inserted at the time the lease is signed by Lessee, Lessee hereby authorizes Lessor to complete this lease by inserting the date of first payment, which shall not be later than sixty (60) days from the date of delivery of the equipment to Lessee. All rent and other sums payable by Lessee to Lessor under the terms of this lease shall be paid to Lessor at its office or as the Lessor may hereafter direct. Lessee agrees that Lessor may collect a late charge on each rental payment which is in arrears more than ten (10) days, said charge to be an amount equal to ten percent (10%) of said rental payment or the maximum permissible under applicable law, whichever is the lesser amount. Rent payments shall be due whether or not Lessee has received any notice that such payments are due. This lease will be effective upon the date an authorized employee of Lessor signs this lease. The term ends upon the expiration of the number of months in the initial term after the date of first payment.
2. TITLE AND EQUIPMENT. The equipment is, and shall at all times remain, property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property notwithstanding that the equipment or any part thereof may now be or hereafter become in any manner affixed or attached to real property or any improvements thereon. All additions or improvements to the equipment of any kind or nature made by the Lessee shall become component parts thereof, and title shall immediately vest in Lessor and be governed by the terms of this lease.
3. SURRENDER. Upon the termination of the Lease the equipment shall be returned at Lessee's expense to Lessor at such place as may be designated by Lessor for such disposition.
4. LOCATION AND MAINTENANCE. At its own risk, Lessee shall use or permit the use of the equipment solely at the location specified in the lease, or if none is specified, at the Lessee's billing address set forth in this contract, and said equipment shall not be moved without Lessor's prior written consent. Lessee shall at its expense, maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without Lessor's written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction or disrepair of the equipment and there shall be no abatement of rental.
5. RISK OF LOSS AND INSURANCE. Lessee shall bear all risk of damage, loss, theft or destruction, partial or complete, with respect to each item of equipment. Unless the Lessee accepts the fire and extended coverage insurance obtained on the Lessee's behalf by the Lessor or the Lessor's Assignee in conjunction with this lease, Lessee shall at its own expense keep each item of equipment insured, at the full replacement value thereof, against fire and extended coverage and shall provide the Lessor or the Lessor's Assignee with a policy or certificate of insurance covering each item of equipment and naming the Lessor or its Assignees the Loss Payee and co-insured of such insurance. Any fire and extended coverage insurance obtained on behalf of the Lessee by Lessor hereunder protects only the interest of the Lessor or the Lessor's Assignee in the equipment.

Lessee agrees at its expense to obtain and maintain with insurance companies of recognized standing general public liability insurance for the protection of Lessor as co-insured and Lessee, as their interests may appear. In amounts specified by Lessor, against claims for bodily injury or death or property damage rising out of the use, ownership, possession, operation or condition of the equipment. Each insurer shall agree by endorsement upon the policy or policies issued by it or independent instruments furnished to Lessor, that will give Lessor ten (10) days written notice before the policy or policies in question shall be altered or cancelled, and that no act or default of any person other than the Lessor, or its agents, or those claiming under Lessor, shall affect Lessor's right to recover under such policy or policies in case of loss. Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor.

The failure of Lessee to secure or maintain such insurance shall constitute a default under this lease. In the event of such breach, Lessor may but shall not be obligated to obtain such insurance and an amount equal to the cost of such insurance shall be deemed additional rental to be paid forthwith by Lessee. Notwithstanding damage to leased equipment, the monthly rental shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged equipment and Lessee agrees to repair or cause such equipment to be repaired promptly after damage. As reimbursement to Lessee for any sum expended by Lessee in connection with the repair of such equipment, Lessor shall assign to Lessee any and all rights Lessor may have under insurance policies carried by or paid for by Lessee with respect to such damage.

Lessor, or its Assignees, are hereby granted the right, at their option, to negotiate directly with all carriers of insurance above described. Lessee hereby irrevocably designates and appoints Lessor or its Assignees, as the Lessee's agent and attorney-in-fact for the purpose of executing and endorsing all drafts of checks issued pursuant to claims made under any of the above-described insurance coverage.

- 6. TAXES, ASSESSMENT AND LICENSES. Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes, and all other government charges, fees, fines or penalties whatsoever, whether payable by Lessor, Lessee or others, on or relating to the equipment or the use, registration, rental, shipment, transportation, delivery or operation thereof, other than federal or state income taxes of Lessor, and on/or relating to this lease, and shall file all returns required therefore. Upon demand, Lessee shall reimburse Lessor for any such taxes, assessments, charges, fines or penalties which Lessor may be compelled to pay in connection with the equipment. Lessor assumes no liability and makes no representation as to the treatment of this lease agreement by any federal, state or local taxation authority. Lessee is advised to seek independent legal or tax counsel.

- 7. LESSOR'S INDEMNITY. Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature, arising out of the use, condition (including, but not limited to, patent and other defects and whether or not discoverable by it), or operation of any item of equipment, regardless of where, how and by whom operated. Lessee shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding any termination of this lease, whether by expiration of time, by operation of law, or otherwise. Nothing contained in this lease shall authorize Lessee or any other person to operate any item of equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

- 8. LIABILITY OF LESSOR LIMITED. Lessor shall not be liable for any loss or damage which is incurred as a result of delay, strikes, war emergencies, labor troubles, belated or non-receipt of equipment, fires, floods, water, acts of God, or circumstances beyond Lessor's control. Lessor shall not be held liable for any damages by reason of failure of equipment to operate or faulty operation of equipment or system. Lessor shall not be held responsible for any direct or consequential damages or losses resulting from the installation, operation or use of the equipment, products or materials furnished by Lessor.

- 9. ASSIGNABILITY. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease, the equipment, or any interest therein or (b) subject or lend equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this lease or grant a security interest in the equipment in whole or part without notice to Lessee and Lessor's assignee or secured party may then assign this lease or this security agreement without notice to the Lessee. Each such assignee or secured party shall have all the rights but none of the obligations of Lessor under this lease. Lessee shall recognize such assignments, and/or security agreements and shall not assert against the assignees and/or the secured parties any defense, counter-claim or offset the Lessee may have against Lessor. Notwithstanding any such assignment, Lessor warrants that Lessee shall quietly enjoy use of the equipment subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

- 10. DEFAULT AND REMEDIES.
a. Lessee shall be in default, if Lessee shall: (1) Fail to pay any rent, or other amount required herein within ten (10) days after the same becomes due and payable, or fail to make the payments on any other lease or indebtedness of Lessee to Lessor arising independently of this lease; (2) Fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease; (3) Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, cause a petition for receiver or in bankruptcy to be filed by or against Lessee (including a petition for reorganization or an arrangement); (4) Commit or fail to commit any act which results in jeopardizing the rights of the Lessor.
b. If the Lessee is in default, Lessor, with or without notice to Lessee shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: (1) Elect that the rental payments due hereunder be accelerated and the entire amount of rental be due immediately; (2) Terminate this lease; (3) Enter upon Lessee's premises and without any court order or other process of law repossess and remove said equipment whether with or without notice to Lessee. Any such repossession shall not constitute a termination of this lease unless Lessor so notifies Lessee in writing and Lessor shall have the right, at its option, to lease the equipment to any other person or persons upon such terms and condition(s) as Lessor shall determine; (4) Sell the equipment to the highest bidder at public or private sale at which sale Lessor may be the purchaser.

In the event either sub-sections (B3) or (B4) are exercised, there shall be due from Lessee and Lessee will immediately pay to Lessor the difference between the total amount of rentals to be received from any third person or the purchase price at said sale, as the case may be, and the total unpaid rental provided to be paid herein, together with the estimated fair market value of the equipment for the original lease termination date, plus all costs and expenses of Lessor in repossessing, releasing, transporting, repairing, selling or otherwise handling the equipment.

Lessee shall pay all costs incurred in securing possession of property by Lessor and costs of reconditioning property. In case suit shall be brought because of the breach of any agreement or obligation contained in this lease on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefore, including reasonable attorney fees.

- 11. ENTIRE AGREEMENT. THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES and neither party shall be bound except in accordance herewith. NO ORAL REPRESENTATIONS OR ASSURANCES shall in any way modify or explain any of the terms and conditions herein.

- 12. NOTICES AND DEMANDS. Service of all notices under this agreement shall be sent by United States mail, postage thereon prepaid, addressed to the party involved at its respective address herein set forth, or to such other address as the parties may hereafter substitute by written notice.

- 13. FILING. Lessee agrees, upon request, to sign any instrument necessary to the filing and recording of this lease agreement or the equipment subject hereto. Lessee further agrees and does hereby appoint Lessor its true and lawful attorney to prepare and sign any and all chattel mortgages, security agreements, financing statements, or otherwise in order to effectuate a lien on the property set forth herein, and to sign the name of the Lessee with the same force and effect as if signed by the Lessee, and to file the same at the proper location or locations.

- 14. SECURITY DEPOSIT. Any security deposit made hereunder may be applied by Lessor to cure any default by Lessee of any indebtedness to Lessor and Lessee shall promptly restore the security deposit to the full original amount.

- 15. GENERAL PROVISIONS. Failure of Lessor to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. All paragraph headings and titles are for convenience only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof. Subject to the terms and conditions of this lease, Lessee shall quietly have and enjoy the use of the equipment described during the term of this lease without disturbance from Lessor or from anyone claiming by, through or under Lessor. This lease shall not be binding on Lessor until the same, signed by Lessee, shall be received and signed by Lessor whereupon it shall become binding on and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, administrators and assigns.

No amendment or modification of this lease shall be effective unless in writing and signed as herein provided for this execution of this lease. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements and other documents (including UCC financing statements and other documents for filing or recording), as Lessor shall reasonably request from time to time. If more than one Lessee is named in this lease the liabilities shall be joint and several. Time is of the essence of this lease. If any portion of this contract is deemed invalid, it shall not affect the balance of this agreement. This lease agreement shall be governed by and construed in accordance with the laws of the state of Arkansas. Lessee hereby consents and submits to the jurisdiction of the courts of the state of Arkansas for purposes of enforcement of this lease agreement. No cancellation, purchase, termination or renewal option has been given Lessee other than as specified on the face of the lease.

- 16. PBS representative has explained paragraph 6 concerning Taxes, Assessments, and Licenses. _____ initials

- 17. ACCEPTANCE OF DELIVERY. The undersigned hereby certifies that the equipment itemized on the above lease:

- i. Has been received by the Lessee at the proper location.
ii. Has been fully inspected by or in behalf of that Lessee.
iii. Has been found to be in good and proper condition, and is acceptable as installed.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL
IMPROVEMENT PROJECT FUNDS FOR ACQUISITION
OF TWO FIRE TRUCKS**

WHEREAS, the Fire Chief has recommended replacing the 1998 75' aerial apparatus due to the excessive repair and maintenance cost we have incurred on this truck, and

WHEREAS, the Fire Chief has also recommended the replacement of engine number 3 which is a 1994 model and in need of replacement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$1,400,000 of Capital Improvement Project Funds is hereby authorized for acquisition of a 75' ladder truck and a pumper truck and related equipment for the Fire Department.

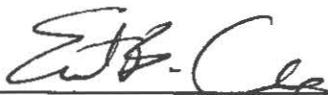
PASSED AND APPROVED this 12th day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

Springdale Fire Department

Memorandum

To: Mayor Doug Sprouse
CC: Eric Ford, Fire and Police Committee Chair, Rick Evans, CIP
Committee Chair, Wyman Morgan, Finance Director
From: Mike Irwin, Fire Chief
Date: February 21, 2013
Re: Request for CIP funding for new Fire Apparatus/ Future Requests

Gentlemen,

As many of you are aware, an apparatus replacement program was established prior to my arrival here. In an effort to keep with that plan as well as expedite one of our requests due to past maintenance costs, we are requesting funding for the following replacements from the CIP committee.

Replacement of Truck 6. This is a 1998 75' aerial apparatus that quite frankly has cost the city an enormous amount of maintenance money the past few years. We have had numerous issues with the all-steer, a replaced motor, and now again, recent repairs on the all-steer again, with only the assumption that this will be an on-going issue with this truck. In an effort to try and limit our exposure of continued maintenance costs, as well as the frequent times we are without a second aerial device in the City Of Springdale and we are requesting \$850,000 to replace Truck 6 with a like truck, minus the all-steer. We have confidence after speaking with at least three vendors we can replace that apparatus with this amount of money. It would be a quint and utilized just as Truck 6 is today. This is critical to try and retain our Class 2 ISO rating.

We would also like to ask for the replacement of Engine 3, which is due to be replaced at this time based on the apparatus replacement program. Our goal is to try and offset the times of replacement so that we are replacing a front-line fire apparatus every other year, which will give us that 14 year front-line life, with a



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

Springdale Fire Department

Memorandum

couple of years for reserve status. This is our goal, and so for that to take place, we are needing to keep on target with the plan. Due to recent price increases by almost all vendors, we are being told to plan on around \$550,000 for a new Engine.

Our total request is \$850,000 for the replacement of Truck 6 and \$550,000 for the replacement of Engine 3. That is a total CIP request of \$1,400,000.00.

Also keep in mind we will need to be looking at purchasing Engine 7 for the additional station either the end of this year, or the very beginning of next year, which would be another request of approximately \$550,000 for the vehicle and another approximately \$180,000 in equipment. Since this will be an addition to our fleet, we will have to completely outfit our Engine with new equipment that we currently do not have. That total request would be in the neighborhood of \$730,000.

One more item for a soon to be requested item as well will be the replacement of all of our Self Contained Breathing Apparatus (SCBA). This is a very expensive replacement and one that will be similar to the request for a new apparatus if we do a wholesale change out. Because of the training, different applications, and procedures for utilizing the new systems, I would be less than comfortable trying to mix the different platforms. Also, these units to meet NFPA standards typically have a life-expectancy of 10 years. We are approaching that with our current units, so this request will be around the \$500,000 purchase price. Again, we do not have to act immediately unless you feel we can afford it now, and would like to move forward.

The only true requests for this session is the replacement of Truck 6 and the replacement of Engine 3. The other requests are knowledge of future requests, unless you feel now is the appropriate time to move forward.

Thank you for your time and we will await your decisions on moving this forward.

Mike Irwin

Fire Chief



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



February 19, 2013

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

Bank Qualified Lease Proposal

BOK Financial Equipment Finance, Inc. is pleased to submit the following lease purchase proposal for your consideration.

Lessee: City of Springdale, Arkansas

Equipment: 75' Ladder Fire Truck and Pumper Fire Truck.

Equipment Cost: \$1,400,000.00.

Lease Term: A. 60 months
B. 84 months

Frequency of Payments: Monthly with first payment due at lease commencement.

Payment Factor: A. 1.780418%
B. 1.323744%

Payment Amount: A. \$24,925.85
B. \$18,532.42

Interest Rate: A. 2.72% - fixed at time of lease commencement.
B. 3.13% - fixed at time of lease commencement.

Costs and expenses: Lessee will be responsible for all costs and expenses incurred by BOK Financial Equipment Finance, Inc. in connection with documentation and filing fees necessary to close this transaction.

Tax Administration: The lease proposed herein will be Bank-Qualified with regard to interest income being exempt from Federal and State income tax for a commercial bank. City of Springdale would be considered by ad valorem taxing authorities, as the owner of the Equipment during the lease, and all tax exemptions would apply. If this changes, the Interest Rate will be changed accordingly. BOK Financial Equipment Finance, Inc. will require a tax opinion to confirm the Bank Qualified and Tax Exempt status at Lessees expense.

End of Lease Options: Full payout lease: Assuming no events of default have occurred and are continuing, Lessee will own the equipment at the end of the entire lease term.

Net Lease: This is a net lease transaction whereby insurance, maintenance and taxes are the Lessee's responsibility. Manufacturer's guarantees and warranty will be passed on to the Lessee.

Insurance Requirements: BOK Financial Equipment Finance, Inc. requires personal property damage insurance equal to the equipment cost and to be named as loss payee. Also, BOK Financial

BOK Financial Equipment Finance, Inc. • 5956 Sherry Lane, Suite 600 • Dallas, TX 75225 • (p) 214.987.8864 • (f) 214.256.7518

Equipment Finance, Inc. requires liability insurance of a combined single limit of \$1,000,000 with BOK Financial Equipment Finance, Inc. named as an additional insured.

Invoicing: A single invoice will be furnished on a monthly basis.

Proposal Only: This is a proposal only and does not represent a commitment to lease. This proposal is subject to the approval of the credit committee of BOK Financial Equipment Finance, Inc. and expires, if not otherwise withdrawn March 15, 2013.

During the Initial Lease Term the rental amount in place at lease closing will be fixed. The index on which the Indicative Interest Rates are based is:

- A. **The Five (5) Year Interest Rate Swap as listed in the Federal Reserve Statistical Release H.15 (the "Index"). As of February 14, 2013, the Index was 1.04%.**
- B. **The Seven (7) Year Interest Rate Swap as listed in the Federal Reserve Statistical Release H.15 (the "Index"). As of February 14, 2013 the Index was 1.54%.**

Please note that the lease rates quoted herein are based upon the assumption that, at the time of funding, the rates quoted herein will be the same as the above recent rates. If this is not the case, then the base rate will be adjusted upward accordingly.

The above information is based on the lease commencing prior to December 31, 2013. If a Lease is closed after that date, the pricing will be recalculated to reflect the difference in tax benefits that can be passed on.

In the event this rate changes prior to funding, the payment factor may be adjusted to reflect this change.

Documentation: Upon receipt of Lessee's request to lease, and upon its acceptance of same, Lessor will prepare all necessary documentation. A \$500.00 documentation fee will be collected at closing.

Thank you for your consideration and interest in BOK Financial Equipment Finance, Inc.

Zane Burgess
Senior Vice President
BOK Financial Equipment Finance, Inc.

Wyman Morgan

From: Whitehead, Philip [PWhitehead@bankofarkansas.com]
Sent: Tuesday, February 19, 2013 3:37 PM
To: Wyman Morgan
Subject: City of Springdale equipment finance quote
Attachments: City of Springdale Bank Qualified Municipal Lease Proposal 2-19-13.doc

Wyman, please see the attached bank qualified proposal subject to underwriting/approval from my equipment finance rep Zane Burgess. Zane proposed a monthly payment but can also offer monthly, semi-annual, or annual payments. There is also a \$500 fee included but this can likely be negotiated downward some. You will notice a 60-month 2.72% rate deal and an 84-month 3.13% rate deal.

Please email or call me with questions or comments. When do you all expect to make a decision on this? Please do let us know either way. We are very interested in working with the City of Springdale and this would be a nice way to start a relationship.

Thanks again for allowing us to share a proposal with the City of Springdale. Have a very nice afternoon and evening.

Phil Whitehead
479-973-2672

The company reserves the right to amend statements made herein in the event of a mistake. Unless expressly stated herein to the contrary, only agreements in writing signed by an authorized officer of the Company may be enforced against it.

2/20/2013

Arvest Equipment Finance

818 Garrison Avenue
Ft. Smith, Arkansas 72901
479-573-1663

Date: Wednesday, February 20, 2013

Provided for: Wyman Morgan, City of Springdale

Provided by: Larry Randall, CLP

Customer: City of Springdale, Arkansas

Customer Location: Springdale, Arkansas

Equipment Description: 2 Fire Trucks – 1 Pumper & 1 Ladder

Equipment Cost: Estimated \$1,400,000.00

Delivery Date: To Be Determined – Estimated 10 month delivery time

Term (months): 60 months – fully amortizing

Lease Type: Municipal Lease

Payments (\$): \$24,796.95 payable monthly

Residual (\$): N/A

Interest Rate (%): 135 basis point Spread over Index of FHLB 5 year secure connect amortizing rate, which is currently 1.07 basis points (Bank Qualified Tax Exempt). As of today the rate would be 2.42%.

Advance / Arrears: Arrears

The above lease quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of same.
- Proposal is valid for 45 days.
- Rate is indexed to a spread over Federal Home Loan Bank 5 year Secure Connect Amortizing rate index
- Rate is quoted as a Bank Qualified Tax Exempt transaction.
- Arvest can accommodate quarterly, semi-annual, or annual payments.

Thank you for the opportunity to provide this lease proposal. There are other financing options available. If after your review you would like to pursue another alternative, please feel free to contact me via phone @ 479-573-1663, via facsimile at 479-573-1655 or via email at lrandall@arvest.com.

date	starting balance	takedowns	debt service	interest	principal	ending balance
Mar-01-13	0.00	1,400,000.00	0.00	0.00	0.00	1,400,000.00
Apr-01-13	1,400,000.00	0.00	24,796.95	2,823.33	21,973.62	1,378,026.38
May-01-13	1,378,026.38	0.00	24,796.95	2,779.02	22,017.93	1,356,008.45
Jun-01-13	1,356,008.45	0.00	24,796.95	2,734.62	22,062.34	1,333,946.11
Jul-01-13	1,333,946.11	0.00	24,796.95	2,690.12	22,106.83	1,311,839.28
Aug-01-13	1,311,839.28	0.00	24,796.95	2,645.54	22,151.41	1,289,687.87
Sep-01-13	1,289,687.87	0.00	24,796.95	2,600.87	22,196.08	1,267,491.79
Oct-01-13	1,267,491.79	0.00	24,796.95	2,556.11	22,240.84	1,245,250.95
Nov-01-13	1,245,250.95	0.00	24,796.95	2,511.26	22,285.70	1,222,965.25
Dec-01-13	1,222,965.25	0.00	24,796.95	2,466.31	22,330.64	1,200,634.61
		1,400,000.00	223,172.58	23,807.19	199,365.39	
Jan-01-14	1,200,634.61	0.00	24,796.95	2,421.28	22,375.67	1,178,258.94
Feb-01-14	1,178,258.94	0.00	24,796.95	2,376.16	22,420.80	1,155,838.14
Mar-01-14	1,155,838.14	0.00	24,796.95	2,330.94	22,466.01	1,133,372.13
Apr-01-14	1,133,372.13	0.00	24,796.95	2,285.63	22,511.32	1,110,860.81
May-01-14	1,110,860.81	0.00	24,796.95	2,240.24	22,556.72	1,088,304.09
Jun-01-14	1,088,304.09	0.00	24,796.95	2,194.75	22,602.21	1,065,701.88
Jul-01-14	1,065,701.88	0.00	24,796.95	2,149.17	22,647.79	1,043,054.10
Aug-01-14	1,043,054.10	0.00	24,796.95	2,103.49	22,693.46	1,020,360.64
Sep-01-14	1,020,360.64	0.00	24,796.95	2,057.73	22,739.23	997,621.41
Oct-01-14	997,621.41	0.00	24,796.95	2,011.87	22,785.08	974,836.33
Nov-01-14	974,836.33	0.00	24,796.95	1,965.92	22,831.03	952,005.29
Dec-01-14	952,005.29	0.00	24,796.95	1,919.88	22,877.08	929,128.22
		0.00	297,563.43	26,037.04	271,306.39	
Jan-01-15	929,128.22	0.00	24,796.95	1,873.74	22,923.21	906,205.01
Feb-01-15	906,205.01	0.00	24,796.95	1,827.51	22,969.44	883,235.57
Mar-01-15	883,235.57	0.00	24,796.95	1,781.19	23,015.76	860,219.81
Apr-01-15	860,219.81	0.00	24,796.95	1,734.78	23,062.18	837,157.63
May-01-15	837,157.63	0.00	24,796.95	1,688.27	23,108.69	814,048.95
Jun-01-15	814,048.95	0.00	24,796.95	1,641.67	23,155.29	790,893.66
Jul-01-15	790,893.66	0.00	24,796.95	1,594.97	23,201.98	767,691.67
Aug-01-15	767,691.67	0.00	24,796.95	1,548.18	23,248.77	744,442.90
Sep-01-15	744,442.90	0.00	24,796.95	1,501.29	23,295.66	721,147.24
Oct-01-15	721,147.24	0.00	24,796.95	1,454.31	23,342.64	697,804.60
Nov-01-15	697,804.60	0.00	24,796.95	1,407.24	23,389.71	674,414.89
Dec-01-15	674,414.89	0.00	24,796.95	1,360.07	23,436.88	650,978.00
		0.00	297,563.43	19,413.22	278,150.21	
Jan-01-16	650,978.00	0.00	24,796.95	1,312.81	23,484.15	627,493.86
Feb-01-16	627,493.86	0.00	24,796.95	1,265.45	23,531.51	603,962.35
Mar-01-16	603,962.35	0.00	24,796.95	1,217.99	23,578.96	580,383.39
Apr-01-16	580,383.39	0.00	24,796.95	1,170.44	23,626.51	556,756.88
May-01-16	556,756.88	0.00	24,796.95	1,122.79	23,674.16	533,082.72
Jun-01-16	533,082.72	0.00	24,796.95	1,075.05	23,721.90	509,360.81
Jul-01-16	509,360.81	0.00	24,796.95	1,027.21	23,769.74	485,591.07
Aug-01-16	485,591.07	0.00	24,796.95	979.28	23,817.68	461,773.39
Sep-01-16	461,773.39	0.00	24,796.95	931.24	23,865.71	437,907.68
Oct-01-16	437,907.68	0.00	24,796.95	883.11	23,913.84	413,993.84
Nov-01-16	413,993.84	0.00	24,796.95	834.89	23,962.07	390,031.78
Dec-01-16	390,031.78	0.00	24,796.95	786.56	24,010.39	366,021.39
		0.00	297,563.43	12,606.82	284,956.61	
Jan-01-17	366,021.39	0.00	24,796.95	738.14	24,058.81	341,962.58
Feb-01-17	341,962.58	0.00	24,796.95	689.62	24,107.33	317,855.25
Mar-01-17	317,855.25	0.00	24,796.95	641.01	24,155.94	293,699.31
Apr-01-17	293,699.31	0.00	24,796.95	592.29	24,204.66	269,494.65
May-01-17	269,494.65	0.00	24,796.95	543.48	24,253.47	245,241.18
Jun-01-17	245,241.18	0.00	24,796.95	494.57	24,302.38	220,938.79
Jul-01-17	220,938.79	0.00	24,796.95	445.56	24,351.39	196,587.40
Aug-01-17	196,587.40	0.00	24,796.95	396.45	24,400.50	172,186.90
Sep-01-17	172,186.90	0.00	24,796.95	347.24	24,449.71	147,737.19
Oct-01-17	147,737.19	0.00	24,796.95	297.94	24,499.02	123,238.17
Nov-01-17	123,238.17	0.00	24,796.95	248.53	24,548.42	98,689.75
Dec-01-17	98,689.75	0.00	24,796.95	199.02	24,597.93	74,091.82
		0.00	297,563.43	5,633.87	291,929.57	
Jan-01-18	74,091.82	0.00	24,796.95	149.42	24,647.53	49,444.29
Feb-01-18	49,444.29	0.00	24,796.95	99.71	24,697.24	24,747.05
Mar-01-18	24,747.05	0.00	24,796.95	49.91	24,747.05	0.00
		0.00	74,390.86	299.04	74,091.82	
TOTAL		1,400,000.00	1,487,817.17	87,817.17	1,400,000.00	

City of Springdale
 Fire Truck Replacement 14 Year Plan
 Five Year Financing vs. Cash Purchase
 14 Year Replacement Program

Vehicle Purchased	Cash Price	Payments for 5 year financing plan													
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Ladder Truck	850,000.00	299,110.00	299,110.00	299,110.00	299,110.00	299,110.00									
Pumper	550,000.00														
Pumper	550,000.00			117,508.00	117,508.00	117,508.00	117,508.00	117,508.00							
Pumper	550,000.00					117,508.00	117,508.00	117,508.00	117,508.00	117,508.00					
Ladder Truck	850,000.00							181,602.00	181,602.00	181,602.00	181,602.00	181,602.00			
Pumper	550,000.00									117,508.00	117,508.00	117,508.00	117,508.00	117,508.00	
Pumper	550,000.00										117,508.00	117,508.00	117,508.00	117,508.00	
Pumper	550,000.00													117,508.00	117,508.00
Totals	5,000,000.00	299,110.00	299,110.00	416,618.00	416,618.00	534,126.00	235,016.00	416,618.00	299,110.00	416,618.00	299,110.00	416,618.00	235,016.00	352,524.00	235,016.00

5,341,260 Total Cost Financed
 24,376 Average yearly additional cost to finance

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR ADDITIONAL
IMPROVEMENTS ON THE HYLTON
ROAD PROJECT**

WHEREAS, the City Council desires to add curbs, gutters and sidewalks to the Hylton Road project, and

WHEREAS, by adding sidewalks there is a need to construct a retaining wall, and

WHEREAS, NEC has submitted a quote of \$98,103 to perform the additional work, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

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

Section 1. This Council finds that due to the immediate need for the completion of the Hylton Road project competitive bidding is not feasible and is hereby waived for NEC to perform the additional work for \$98,103.

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

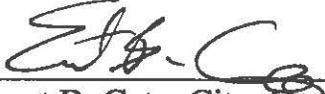
PASSED AND APPROVED this 12th day of March, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM



Ernest B. Cate, City Attorney



2425 S. 5th Place
Rogers, AR 72758

To: City Of Springdale	Contact: Sam Goade
Address: Springdale, AR	Phone:
	Fax:
Project Name: Hylton Road Improvements 02-22-13	Bid Number:
Project Location:	Bid Date:

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Concrete Curb And Gutter	1,275.00	LF	\$9.40	\$11,985.00
	2	Concrete 5' Sidewalk	690.00	SY	\$25.50	\$17,595.00
	3	Curb Backfill/Sidewalk Prep Grading 9' Behind Curb	690.00	SY	\$8.20	\$5,658.00
	4	Block Retaining Wall - Price Include Engineering Cost For Geo-grid, 4" Drain Pipe And Engineered Backfill Up To 9 Lf Behind The Wall.	495.00	LF	\$127.00	\$62,865.00
Total Bid Price:						\$98,103.00

Notes:

- EXCLUSIONS: Work that is not included in this detailed bid tab
INCLUSION: Item 4 includes engineering fees and design
- TERMS AND CONDITIONS:
- Allowing N.E.C., Inc. to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. If N.E.C., Inc. and Customer execute a form to memorialize their agreement, this bid proposal shall be incorporated by reference into the final contract. In event of any conflict between the terms of this bid proposal and any other documents stating terms of the final contract, this bid proposal shall govern.
- If N.E.C., Inc.'s work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted shift operation.
- N.E.C., Inc. shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the schedule at the time the project was bid, and for any other delays, acceleration, out of sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor strikes, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by the Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, N.E.C., Inc. shall be entitled to terminate the contract. A Force Majeure is in effect on this quote.
- A change in the price of an item of material or fuel of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the contract price.
- Any changes from the specification or modification to this contract or of the terms hereof and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such a change. Any increase or decrease in the contract price resulting from such change shall be included in such writing. N.E.C., Inc. may also claim damages for cumulative impact of multiple changes affecting N.E.C., Inc.'s production efficiency.
- All warranty claims must be received by N.E.C., Inc. not more than one (1) year after date of substantial completion of N.E.C., Inc.'s scope of work performed hereunder, and N.E.C., Inc. must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. N.E.C., Inc. is not responsible for special, incidental, or consequential damages. N.E.C., Inc. is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is to be considered extra work.
- N.E.C., Inc. shall not be responsible for, and the Customer agrees to hold us harmless from any liability resulting from damage or deterioration of any of our work whether completed or in process resulting from any cause or causes beyond our control, including but not limited to failure or inadequacy of any material or workmanship not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
- All required testing must be completed within fifteen (15) days after completion of work. NEC Inc. must be notified twenty-four (24) hours prior to the performance of any test, and reserves the right to be present during all test procedures.

- All claims, disputes, and matters in question arising out of, or relating to this accepted bid or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitrator(s) and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. There will be no continuation of work on this agreement during arbitration unless mutually agreed in writing between N.E.C., Inc. and Customer.
- This Agreement shall be governed by the laws of the State of Arkansas. The parties specifically consent and submit to the jurisdiction of Benton County, Arkansas, State Courts and Western District of Arkansas Federal Courts, for purposes of any legal action which may be necessary to enforce the terms of this Agreement.

Payment Terms:

N.E.C., Inc. does not accept the risk of Customer's receipt of payments from any source. Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10) day of the next month following submittal of payment application. N.E.C., Inc.'s schedule of values shall be used to determine progress payments.

Final and complete payment for all work performed hereunder shall be made not later than fifteen (30) days after the completion of such work. If testing is required, payment is due fifteen (30) days from the day in which testing was performed.

All sums not paid when due shall bear interest at the rate allowable in the state of Arkansas per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including attorney's fee, shall be paid by Customer.

If the above meets with your (Customer) acceptance, please sign and return this proposal. Upon timely receipt of the proposal, signed by you (Customer), N.E.C., Inc. will sign it and return a copy to you. When signed by both parties, this proposal including the Terms and Conditions constitute an agreement between us.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: N.E.C., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT**

WHEREAS, the Police Department has received \$24,093 from insurance settlements and \$21,709.26 from unclaimed seized assets, and

WHEREAS, the Police Chief has requested the appropriation of these funds for equipment needed by the Police Department, and

WHEREAS, the Finance Committee has reviewed these requests and recommended approval by the City Council;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police Revenue	10105013970000	Other-Ins. Recoveries	0	24,093		24,093
Police Revenue	10105013810300	Misc. Unclaimed Seizures	0	21,709		21,709
Police	10105014218031	Vehicles	108,000	24,093		132,093
Police	10105014216002	Operational Supplies	131,050	21,709		152,759

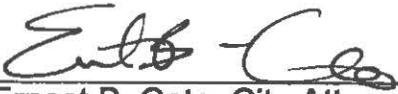
PASSED AND APPROVED this 12th day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

MEMO

Date: 2/19/2013
To: Wyman Morgan
From-: Chief Kathy O'Kelley
Re: Transfer of Funds

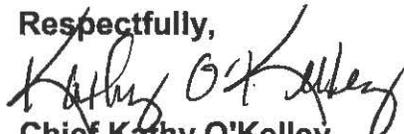
Wyman

We have received an insurance payoff totally \$24,093.00 for the 2012 Chevy Tahoe which was totaled in an accident on 1/18/2013.

I am requesting a transfer of \$24,093.00 from revenue account # 101-0501-397-000 to the Police Department budget, account #101-0501-427.80-31. This money will be used to purchase a 2013 Chevy Tahoe at the cost of \$25,093.00

The balance of \$1000.00 will be recovered upon the auction of the wrecked vehicle.

Respectfully,


Chief Kathy O'Kelley

IN FULL SETTLEMENT
D/ 1/18/2013
Location: SPRINGDALE
Claimant Name: Sanders
Claims Payment Type: Part 2 Property Damg
Claim Number: 11813-00

0000

John Scott
DOA: 1-18-13
Total Loss minus \$1,000 dep.

Check Number: 0034392
Claim Amount: 25,093.00
Ded. Paid: YES
Check Total: 24,093.00

Dep. 2-8-13
Acct #101-0501-397-0000

THIS CHECK IS VOID IF IT IS NOT DEPOSITED WITHIN 90 DAYS OF THE DATE OF ISSUANCE. A COPY OF THE FRONT AND BACK SHOULD BE KEPT FOR FUTURE REFERENCE.



MUNICIPAL VEHICLE PROGRAM
P.O. BOX 38
NORTH LITTLE ROCK, ARKANSAS 72115
(501) 374-3484

61-43829

DATE	CHECK NO.
1/30/2013	0034392

Simmons First National
LITTLE ROCK, ARKANSAS 72201

AMOUNT
\$ *****24,093.00**
VOID AFTER 90 DAYS

IN FULL SETTLEMENT

D/ 1/18/2013
C/ 11813-00

1/30/2013 \$*****24,093.00**

Twenty Four Thousand Ninety Three Dollars and No /100

City of Springdale
201 Spring Street
Springdale, AR 72764-

[Signature]

⑈0034392⑈ ⑆082900432⑆ ⑆0690412⑈



CITY OF SPRINGDALE
201 Spring Street, Room 203
Springdale, AR 72764
479-750-8118

*** CUSTOMER RECEIPT ***

Batch ID: CITYCLERK 2/08/13 01 Receipt no: 1048

Type	SvcCd	Description	Amount
MP		MISC/ACCT # REQUIRED	\$24093.00

MUNICIPAL VEHICLE PROGRAM

OTHER FINANCING SOU 10105013970000

IN-FULL SETTLEMENT FOR POLICE

VEH VIN# 62191--JOHN SCOTT VS

SANDERS, DOA: 01-18-2013.

VEHICLE IS TOTAL LOSS MINUS

\$1,000 DEDUCTIBLE.

CK Ref#:	34392	\$24093.00
Total payment:		\$24093.00
Trans date:	2/08/13	Time: 13:19:46

THANK YOU FOR YOUR PAYMENT

COPY

MEMO

Date - 2/19/2013
To- Wyman Morgan
From- Chief Kathy O'Kelley
Re- Transfer of Funds

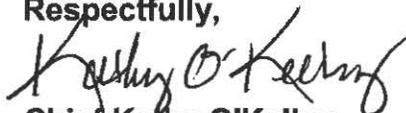
101-0501-381.03-00

On 1/28/2013 "unclaimed seized assets" totaling \$21,709.26 were transferred from the Springdale Property room to the general fund, revenue account #101-0501-421.80-30. This action was pursuant to Arkansas Code Annotated 24-11-415.

I am requesting \$21,500.00 be transferred from this account to the Police Department Budget account # 101-0501-421.60-32, Operational Supplies. This money will be used to purchase the following items which were requested in the 2013 budget but the funding request has not yet been heard by the CIP committee.

1	Crash Data Retrieval Tool	\$8500.00
3	Replace 2 stationary and 1 moving radar systems	\$6500.00
2	6 pack power flare kit	\$1200.00
1	Software for communications	\$5300.00

Respectfully,


Chief Kathy O'Kelley



CITY of SPRINGDALE

POLICE DEPARTMENT SERVICE DIVISION SPRINGDALE CITY JAIL

*Acct. # 101-0501-421.80-30
\$21,700*

To: Laura Favorite
From: Sgt J Kirmer 122
Date: 01/28/2013
Subject: Monies in Evidence Acct

Laura,

I have researched these cases as best could be done considering the time span on most. I have found that we are able to transfer the monies on the list I have printed out for you to the cities general fund. This decision is per a memo sent to me by our Deputy City Attorney, Jonathan Nelson. The cases on the list are to be considered "unclaimed seized property" under Arkansas law.

Respectfully,

A handwritten signature in black ink, appearing to read "Sgt Joshua Kirmer 122". The signature is fluid and includes a long horizontal stroke at the end.

Sergeant Joshua Kirmer 122
Services Sergeant

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 756-8200

SERVICE DIVISION

EVIDENCE #	AMOUNT
94-CI-111	280.00
94-CI-111	
94-CI-337	508.00
94-CI-351	316.00
94-CI-389	2,380.00
95-CI-521	100.00
95-CI-689	200.00
96-CI-323	10.00
96-CI-462	613.00
96-CI-474	150.00
96-CI-750	316.31
96-CI-774	724.00
96-CI-774	
96-CI-774	
96-CI-847	174.00
96-CI-919	392.00
96-CI-1074	128.63
96-CI-1098	1,260.00
96-CI-1117	145.00
96-CI-1117	
97-CI-87	63.00
97-CI-373	339.00
97-CI-569	42.58
97-CI-1000	272.00
97-CI-1374	2,792.00
97-CI-1439	564.00
98-182	230.00
98-182	
98-315	160.00
97-CI-1316	120.00
97-CI-1316	
97-CI-1316	
98-1509	461.00
98-1509	
98-1502	431.00
98-1772	375.00
98-1772	
99-741	644.00
99-741	
99-658	85.00
99-1293	748.00
00-221	172.00
11-443	19.75
00-828	59.02
00-828	
00-914	102.00
00-980	40.00
00-4549	5.00
2002-E-000091	10.00
2002-E-001952	570.00

Unknown		12.93
2002-E-000823		55.00
2003-E-000905		51.00
01-847		15.00
2003-E-001417		180.00
2004-E-000972		5.00
2004-E-000710		15.00
2004-E-001965		3.00
00-1107		28.00
01-126		61.00
2005-E-002013		30.00
2005-E-000670		111.00
00-647		140.00
00-1208		101.00
2005-E-002326		1.00
2005-E-002683		4.25
2006-E-002249		1.00
2006-E-002386		11.00
2006-E-002096		95.00
2005-E-000211		650.00
352181		225.00
352212/352213		671.79
353884		663.25
354557		1,942.00
354730		178.00
354846		200.00
354843		200.00
06-0668		56.00
10-3352		1.75

21,709.26

MEMORANDUM

To: Captain Bob Bersi

From: Jonathan D. Nelson, Deputy City Attorney

Re: Unclaimed Seized Money Held by the Springdale Police Department

Date: January 22, 2012

You asked me for an opinion regarding money held by the Springdale Police Department. You advised that the Springdale Police Department has in its possession money that was seized from prisoners at the time of their arrest. You also advised that there is no court disposition regarding this money and that no person has made any claim for this money. Please see the attached Memorandum prepared by Ernest Cate, now the City Attorney, regarding this issue. I have reviewed the law, and there have been no substantive changes since the date of Mr. Cate's Memorandum. It is my opinion that the money you have described to me is best categorized as "unclaimed seized property" under Arkansas law. For this reason, it is my opinion that you should follow Mr. Cate's advice with respect to this unclaimed seized money.

Feel free to contact me with any questions you may have.

Jonathan D. Nelson
Deputy City Attorney

MEMORANDUM – Solo Page

MEMORANDUM

TO: Laura Favorite
FROM: Ernest Cate, Deputy City Attorney
CC: Jeff Harper, City Attorney
RE: "Found Money"
DATE: December 13, 2005

It is my understanding that you are holding certain monies that have been delivered to you from the Police Department. You stated that this money was found in the evidence room, and appears to be money that was supposed to be returned to prisoners upon their release, but for whatever reason, did not find its way back to them. You asked this office to render an opinion as to how these funds are to be disposed of, and more specifically, if these funds can be used to pay fines owed to our Court by the individuals last known to possess these funds.

I have researched this issue and am now able to state an opinion on the disposition of these funds. In reaching this opinion, I operated under the assumption that none of these funds were "drug money" or "contraband". The opinion stated in this memo would be quite different were these funds the result of contraband or drug money.

That being said, the ultimate disposition of these funds will depend in large part on how the City came into possession of these funds. For example, if any of the funds were the result of a citizen "finding" this money and turning it in to the police, then the money is considered "lost property", and would be subject to the State's "unclaimed property act" found at Ark. Code Ann. §18-28-201, *et seq.* Bottom line to that would mean we would have to hang on to those funds for seven (7) years and then turn them over to the County general fund.

If the funds are "confiscated" property, then Ark. Code Ann. §24-11-415 would apply, which provides that proceeds from the sale of confiscated goods shall be deposited into the City's policemen's pension and retirement fund. However, if

the fund is already actuarially sound, then the money would go into the City's general fund. This section normally applies to property acquired by the police department over time, and the statute contemplates an annual sale of these goods.

Most likely, these funds would be considered "seized property" if the police came into possession of these funds at the time a prisoner was taken into custody. These funds would now be considered "unclaimed seized property", pursuant to Ark. Code Ann. §5-5-101. That statute provides that unclaimed seized property shall be sold at public auction. The proceeds shall be placed into a separate account for three (3) months. If no one comes forward claiming an interest in the funds in this account, the balance of the account is then paid to the City's general fund.

I recognize that money cannot be sold at public auction. However, it is my understanding that Captain Morriss of the Springdale Police Department has taken extraordinary steps to try and locate the individuals from whom these funds were taken, without success. It is my opinion that these funds should be placed into a separate account for three (3) months and then the funds should be transferred to the City's general fund. If these funds have already been held in a separate account for at least that long, then these funds should be transferred to the City's general fund now.

As to the issue of using these funds to pay outstanding court fines, it is my opinion that this would be improper. There are Attorney General opinions which state that this type of money cannot be converted to a "private purpose". It is my opinion that applying this money to fines owed by these individuals could reasonably be considered a private purpose. Therefore, I do not believe that these funds should be used to directly pay the unpaid fines of these individuals. However, it is my opinion that this money could be deposited into the City's general fund, and then the Court could write off the fines owed by these individuals in an amount equal to what was deposited into the City's general fund. In doing so, the City would be following the applicable statutes, and these individuals would still receive a benefit from their money.

I hope this provides some guidance on this issue. Please let me know if you have any questions.

Josh Kirmer

From: Ernest Cate [ecate@springdalear.gov]
Sent: Monday, January 28, 2013 9:30 AM
To: 'Josh Kirmer'
Subject: RE: monies in relation to drug seizures or contraband

I don't think so

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

From: Josh Kirmer [mailto:jkirmer@springdalear.gov]
Sent: Monday, January 28, 2013 8:57 AM
To: 'Ernest Cate'
Subject: RE: monies in relation to drug seizures or contraband

Thank you very much sir. I am guessing that there is no need for a conversion order for a county judge to sign off on since the money has been in the account for so long.

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

From: Ernest Cate [mailto:ecate@springdalear.gov]
Sent: Monday, January 28, 2013 8:48 AM
To: 'Josh Kirmer'
Subject: RE: monies in relation to drug seizures or contraband

Hey Josh:

I have looked into your question a little further, and I would consider these funds to be "confiscated" funds, and they may be transferred to the City's General Fund pursuant to Ark. Code Ann. 24-11-415.

Thanks, Ernest

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

From: Josh Kirmer [mailto:jkirmer@springdalear.gov]
Sent: Friday, January 25, 2013 5:18 PM
To: Ernest Cate
Subject: monies in relation to drug seizures or contraband

Cate,

As per our discussion, the question came up whether or not monies seized as part of a drug arrest would be considered the property of the prisoner was posed. We have approximately \$18,000 in an account in regards to cases like these ranging from as far back as 1993 to about 2010. We are needing to know what can be done with the money because there is no court order in regards to the confiscated money after the case had been adjudicated.

Thank you for your assistance,

Sergeant Joshua Kirmer #122
Springdale Police Department
201 Spring St
Springdale, AR 72764
479-756-8200

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013
BUDGET OF THE CITY OF SPRINGDALE FIRE
DEPARTMENT**

WHEREAS, the Springdale Fire Department has been awarded a Trauma grant for \$58,000, and

WHEREAS, the Fire Chief has requested the appropriation of these funds for equipment and computer programs needed by the Fire Department, and

WHEREAS, the Finance Committee has reviewed these requests and recommended approval by the City Council;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire Revenue	10106013321000	State Grant	0	58,000		58,000
Fire	10106014227020	Grant Expenditures	0	29,480		29,480
Fire	10106014228034	Capital Grant Expenses	0	29,430		29,430

PASSED AND APPROVED this 12th day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

Electronic Patient Care Reporting Project

Investment Summary

	qty	unit		
Fully-Rugged Laptop Convertible Tablet				
Toughbook 19 - dual touch and backlit	6	\$4,400	\$26,400	
				\$26,400 Ⓣ
Mobile Connectivity				
Rocket Booster/Locker/Quadband Antenna	6	\$1,350	\$8,100	
Rocket Booster hot spare	1	\$1,200	\$1,200	
VDC Voltage Regulator	6	\$200	\$1,200	
1 Year Remote Configuration Management	6	\$300	\$1,800	
Remote Configuration initial setup	6	\$50	\$300	
1 Year Public Safety LTE connection	6	\$550	\$3,300	
Installation - Rocket, Antenna, Power Timer	6	\$300	\$1,800	
				\$17,700
Software				
Annual Pricing for FH Medic ePCR	6	\$1,300	\$7,800	
FH Medic setup and training	2	\$1,000	\$2,000	
Netmotion Wireless Mobile VPN	1	\$3,030	\$3,030 Ⓣ	
MS Office Licensing	6	\$330	\$1,980	
				\$14,810
				\$58,910

RESOLUTION NO. _____

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

WHEREAS, Jana Bewley has been a dedicated employee of the City of Springdale Police Department since January 16th, 2012 to present AND between May 12th, 2003 and June 30th, 2011.

WHEREAS, due to her current medical condition she will soon exhaust all of her accumulated sick leave and vacation, and

WHEREAS, the Chief of Police has indicated there are employees that would like to donate vacation time to this employee and the Chief of Police 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 Jana Bewley, making it possible for the payment of her salary to continue during her 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 her 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 her 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 12th day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT

CRIMINAL INVESTIGATIONS DIVISION

To: Chief O'Kelley

From: Captain R. Farris

Date: 2/28/13

Ref: Jana Bewley Donation of Vacation Time

Chief,

Attached is the resolution to donate Vacation Time to Jana following her back surgery. Her first day to miss work is March 4th. Her sick and vacation time will be exhausted on March 18th. She is projected to miss from 6-8 weeks starting March 4th. Loyd Price in H.R. recommended getting this on the March 12th agenda for the City Counsel. Please let me know if I can do anything further in this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "R. Farris #110".

Captain Richard Farris

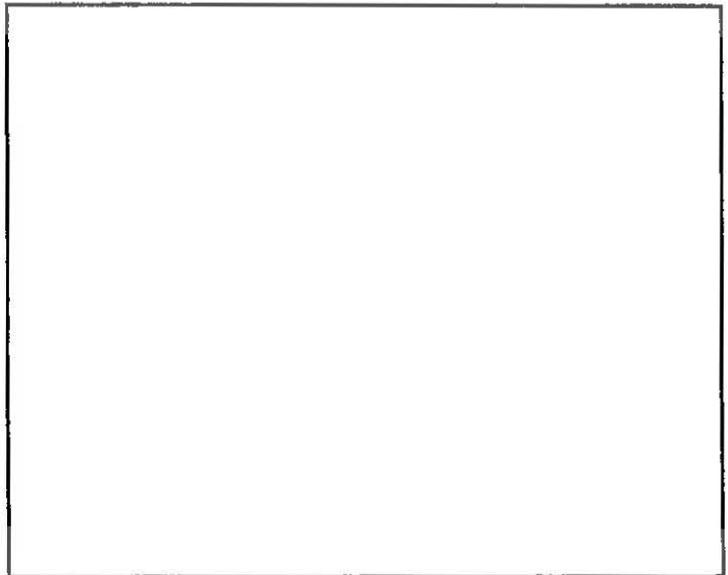
*For wms to
Wynman
for addition
to agenda
KOR*

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 756-8200

CRIMINAL INVESTIGATIONS DIVISION

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 4701 TYLER PLACE, 3705 KENNY LANE AND 606 SOUTH WEST END STREET.



WHEREAS, David P Stewart and Anita K. Stewart is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Numbered Eight (8) Southhill Subdivision to the City of Springdale, Washington County, Arkansas, as shown on plat of said subdivision filed for record in Plat Book 10 Page 15, recorded in the official records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 4701 Tyler Place
Springdale, Arkansas
PARCEL NO.: 815-30203-000

WHEREAS, Lloyd Cheatham is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Twelve (12) in Block Two (2) in Westwood Subdivision to the City of Springdale, Arkansas, as per the recorded plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 3705 Kenny Lane
Springdale, Arkansas
PARCEL NO.: 815-32480-000

WHEREAS, Carolina Pineda is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

All that part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) and Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Township Seventeen (17) North, Range Thirty (30) West, Springdale, Washington County, Arkansas, more particularly described as follows, to-wit: Beginning at a point 1.02 chains East and 752.06 feet South of the Northwest corner of the NW 1/4 of the NE 1/4 of said Section 2;

thence West 150.0 feet; thence South 75.0 feet; thence East 150.0 feet; thence North 75.0 feet to the place of beginning.

LAYMAN'S DESCRIPTION: 606 South West End Street
Springdale, Arkansas
PARCEL NO.: 815-28849-000

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 on the attached Exhibit 1:

\$60.00 clean-up costs and \$27.22 administrative costs – 4701 Tyler Place
\$230.00 clean-up costs and \$26.50 administrative costs – 3705 Kenny Lane
\$345.00 clean-up costs and \$32.25 administrative costs – 606 South West End Street

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 on the attached Exhibit 2;

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:

\$87.22, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 4701 Tyler Place, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$256.50, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 3705 Kenny Lane, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$377.25, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 606 South West End Street, Springdale, Washington County, Arkansas as described above, and collected accordingly;

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 March, 2013.

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:
jnelson@springdalear.gov

February 5, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

David P. and Anita K. Stewart
4107 Chasestone Ave., #1
Bentonville, AR 72712-8693

City Mortgage
P.O. Box 689196
Des Moines, IA 50368

RE: Notice of clean-up lien on property located at 4701 Tyler Place,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
30203-000

Dear Property Owners/Lienholders:

On August 15, 2012, notice was posted on property located at 4701 Tyler Place,
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 and lienholder of record on September 12, 2012,
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 1, 2012. As of this date, the total costs incurred and paid by the
City of Springdale to clean this property are \$60.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$5.75 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

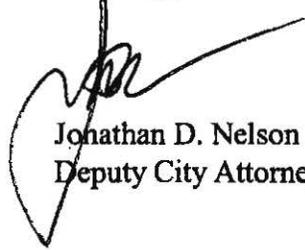
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before March 5, 2013, a hearing will be held before the

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, March 12, 2013, 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 \$72.22, which includes \$60.00 for cleaning up the property and \$12.22 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan D. Nelson', is written over the typed name and title.

Jonathan D. Nelson
Deputy City Attorney

enclosures
JCN:ch



Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

Invoice

Due Date	Date	Invoice #
10/11/2012	10/1/2012	403

bellis_lawns@cox.net

Bill To

Code Enforcement/Springdale AR
107 Spring St
Springdale, AR 72762
Debbie J

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due \$60.00

Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.	Terms	Project	Rep
	Net 10		

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 4701 Tyler Pl Springdale AR -	1	60.00	10/1/2012	60.00
Transaction # _____ Date _____ Account # <u>101-0403-423,70-35</u> Project # _____ Invoice # <u>403</u> Amount <u>60.00</u> Description <u>Lawn ser. @ 4701 Tyler Pl</u> Approved By <u>Mich. W.</u> <u>10/5/12</u>					

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total	\$60.00
Payments/Credits	\$0.00
Balance Due	\$60.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>David Stewart</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <i>2-6-13</i></p>
<p>1. Article Addressed to:</p> <p>David P. and Anita K. Stewart 4107 Chasestone Ave., #1 Bentonville, AR 72712-8693</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"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</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 8219 6604</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>
<p>1. Article Addressed to:</p> <p>City Mortgage P.O. Box 689196 Des Moines, IA 50368</p>	<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</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 8219 6598</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</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:

blockhart@springdalear.gov

January 23, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

- Ernest B. Cate
City Attorney
Brooke Lockhart
Deputy City Attorney
Jonathan D. Nelson
Deputy City Attorney
Taylor Samples
Deputy City Attorney
Lynda Belvedresi
Case Coordinator
Steve Helms
Investigator
Cindy Horlick
Administrative Asst.

Lloyd Cheatham
1604 Westwood Ave.
Springdale, AR 72762

Bank of America
Attn: Correspondence Unit
mail id# CA6-919-02-41
P.O. Box 5170
Simi Valley, CA 93062

RE: Notice of clean-up lien on property located at 3705 Kenny Lane,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
32480-000

Dear Property Owner/Lienholder:

On September 21, 2012, notice was posted on property located at 3705 Kenny
Lane, 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 October 3, 2012, 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 16, 2012. As of this date, the total costs incurred and paid by the
City of Springdale to clean this property are \$230.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$5.75 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

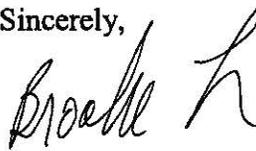
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before March 5, 2013, a hearing will be held before the

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, March 12, 2012, 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 \$241.50, which includes \$230.00 for cleaning up the property and \$11.50 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,



Brooke Lockhart
Deputy City Attorney

enclosures
BL:ch

Invoice

Green Pastures Lawn Care

19007 Buggscuffie Rd.
West Fork, AR. 72774

Invoice No: 96

Date: 16 Oct 2012

479-903-2696

mike@gp-lc.com

Bill To:

City of Springdale
201 Spring St.
Springdale AR
72764

Description	Quantity	Rate	Amount
Initial lawn mowing and weedeating at: 3705 Kenny Ln. Officer T. Haden	1.00	\$130.00	\$130.00*
Trash pick up and disposal	1.00	\$20.00	\$20.00*
Board up and secure back window	1.00	\$80.00	\$80.00*

Transaction # _____
 Date _____
 Account # 101-0462-423-70-55
 Project # _____
 Invoice # 96
 Amount 230.⁰⁰
 Description lawn care, debris removal, & securing
 @ 3705 Kenny Ln.
 Approved By Mike [Signature]
 10/16/12

Thank you for your business!

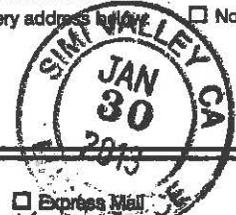
Total	\$230.00
Paid	\$0.00
Balance Due	\$230.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <i>Sandra Woodson</i> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 1/27/23</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Lloyd Cheatham 1604 Westwood Ave. Springdale, AR 72762</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</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 8219 6444</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <i>Neison Hernandez</i> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Bank of America Attn: Correspondence Unit mail id# CA6-919-02-41 P.O. Box 5170 Simi Valley, CA 93062</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 style="text-align: center;"></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</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 8219 6437</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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:

blockhart@springdalear.gov

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

January 24, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Carolina Pineda
606 S. West End Ave.
Springdale, AR 72762

Carolina Pineda
1802 Patti Ave.
Springdale, AR 72762

JP Morgan Chase Bank, N.A.
1111 Polaris Parkway
Columbus, OH 43240

RE: Notice of clean-up lien on property located at 606 South West End
St., Springdale, Washington County, Arkansas, Tax Parcel No.
815-28849-000

Dear Property Owner/Lienholder:

On June 25, 2012, notice was posted on property located at 606 South West End
St., Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on July 9, 2012, that the City intended
to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if
the violations were not remedied.

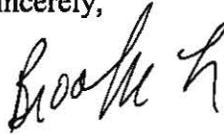
No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about July 19, 2012, September 12, 2012, and October 22, 2012. As of this date,
the total costs incurred and paid by the City of Springdale to clean this property
are \$345.00. I have enclosed invoices evidencing the costs incurred and paid by
the City of Springdale to clean this property. Also, in accordance with Ark. Code
Ann. §14-54-903(c)(4), administrative fees may be added to the total costs
incurred by the City of Springdale, which will include certified mailing fee in the
amount of \$5.75 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 March 5, 2013, 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, March 12, 2013, 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 \$362.25, which includes \$345.00 for cleaning up the property and \$17.25 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,



Brooke Lockhart
Deputy City Attorney

enclosures

BL:ch

cc: Wilson & Associates, P.L.L.C.
1521 Merrill Dr., Suite D-220
Little Rock, AR 72211
W & A No. 355-195665

Lean

Green Pastures Lawn Care

306 Stan Ave.
West Fork, AR. 72774

479-903-2696

mike@gp-lc.com

Invoice

Invoice No.

29

Date

19 Jul 2012

Sold To

City of Springdale
201 Spring St.
Springdale AR
72764

Description	Quantity	Rate	Amount
Initial lawn care. Removal and disposal of trash and brush at 606 West End Ave. Officer T.Haden	1.00	\$225.00	\$225.00*

Transaction # _____
 Date _____
 Account # 101-0403-423 70-35
 Project # _____
 Invoice # 29
 Amount \$225.00
 Description lawn service & debris removal
@ 606 West End
 Approved By Mike C
7/27/12

Total \$225.00

Paid \$0.00

Balance Due \$225.00

Green Pastures Lawn Care

306 Stan Ave.
West Fork, AR. 72774

479-903-2696

mike@gp-lc.com

Invoice

Invoice No:

69

Date

12 Sep 2012

Sold To

City of Springdale
201 Spring St.
Springdale AR
72764

Description	Quantity	Rate	Amount
Reoccurring lawn care and removal of brush are: 606 West End. Officer T. Haden	1.00	\$70.00	\$70.00*

Transaction # _____
 Date _____
 Account # 101-0403-423.70-35
 Project # _____
 Invoice # 69
 Amount 70.00
 Description lawn care + brush removal @
606 West End.
 Approved By Mik Cll
9/18/12

Thank you for your business!

Total	\$70.00
Paid	\$0.00
Balance Due	\$70.00

Invoice

Green Pastures Lawn Care

19007 Buggscuffie Rd.
West Fork, AR. 72774

Invoice No: 103
Date: 22 Oct 12

479-903-2696

mike@gp-lc.com

Bill To:

City of Springdale
201 Spring St.
Springdale AR
72764

Description	Quantity	Rate	Amount
Reoccurring lawn care at: 606 West End Officer T. Haden	1.00	\$50.00	\$50.00*

Transaction # _____
 Date _____
 Account # 101-0403-423-70-35
 Project # _____
 Invoice # 103
 Amount 50.00
 Description lawn care @ 606 West End
 Approved By Mike G
10/23/12

Thank you for your business!

Total	\$50.00
Paid	\$0.00
Balance Due	\$50.00

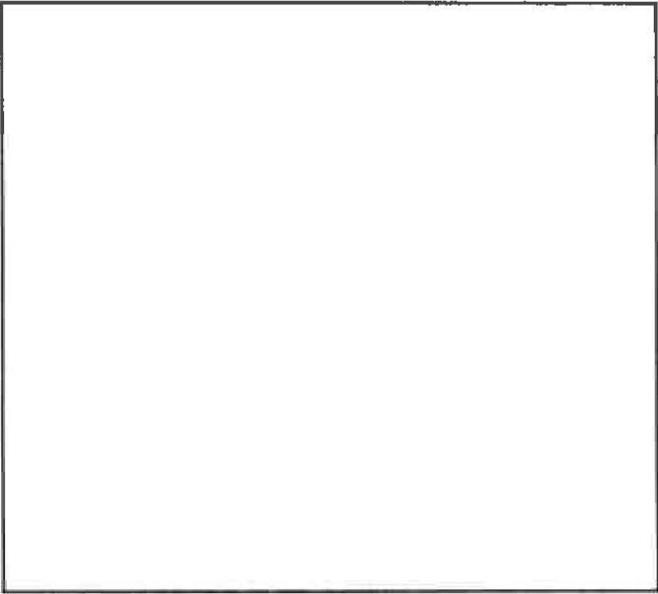
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Carolina Pineda</i> <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Carolina Pineda 1802 Patti Ave. Springdale, AR 72762</p> </div>	<p>B. Received by (Printed Name) _____ C. Date of Delivery <i>1/25/13</i></p>
<p>2. Article Number (Transfer from service label)</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p>
<p>PS Form 3811, February 2004</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>Domestic Return Receipt</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>102595-02-M-1540</p>	<p>7011 1570 0000 8219 5874</p>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>Larry R. Munn</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>JP Morgan Chase Bank, N.A. 1111 Polaris Parkway Columbus, OH 43240</p> </div>	<p>B. Received by (Printed Name) <i>Larry R. Munn</i> C. Date of Delivery _____</p>
<p>2. Article Number (Transfer from service label)</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>PS Form 3811, February 2004</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>Domestic Return Receipt</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>102595-02-M-1540</p>	<p>7011 1570 0000 8219 6048</p>

ORDINANCE NO. _____

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 307 SOUTH CLEVELAND STREET.

WHEREAS, E.A.B. Investment Group, L.L.C. is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:



A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty (30) West, described as beginning at a point which is forty and one-half (40.50) rods West and Thirty and one-half (30.50) rods North of the Southeast corner of said Forty acre tract, and running thence West Thirteen and One-half (13.50) rods; thence North three (3) rods; thence East Thirteen (13) and one-half (13.50) rods; thence South Three (3) rods to the place of beginning, being in the City of Springdale, Arkansas.

Commonly known as 307 South Cleveland Street, Springdale,
Washington County, Arkansas
Tax Parcel No. 815-28474-000

WHEREAS, on December 11, 2012, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4657, ordering the owner of 307 South Cleveland Street, Springdale, Arkansas to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and was further ordered to abate the unsightly conditions on the property;

WHEREAS, Ordinance No. 4657 provided that said work was to be commenced within ten (10) days and was to be completed within thirty (30) days from the passage of the ordinance, and that if the work was not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, were directed to cause the aforesaid structure to be razed (demolished) and removed and to abate the unsafe, unsanitary, and unsightly conditions on the property;

WHEREAS, E.A.B. Investment Group, L.L.C., after being given proper notice of Ordinance No. 4657, and after being given adequate time to abate the situation on the property, failed to remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and failed to abate the unsightly conditions on the property;

WHEREAS, pursuant to Ordinance No. 4657, the Mayor's authorized representative caused the aforesaid structure to be razed (demolished) and removed, and caused the unsafe, unsanitary, and unsightly conditions on the property to be abated;

WHEREAS, as shown on the attached Exhibit 1, the City expended the amount of Eight Thousand Five Hundred Dollars (\$8,500.00) to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and to abate the unsightly conditions located thereon;

WHEREAS, Ordinance No. 4657 provides that the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and for the cost of abating said aforementioned conditions, said costs to be determined at a hearing before the City Council; and

WHEREAS, the property owner has been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown on the attached Exhibit 2;

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-56-203 and Ark. Code Ann. §14-54-904, the City Council certifies \$8,500.00, plus 10.00% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on the above-described property and collected accordingly.

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 March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

Edwards Design & Construction, Inc.
 PO Box 1549
 2200 S. Old Missouri Rd. Ste C.
 Springdale, AR 72765

Invoice

Date	Invoice #
1/28/2013	7621

Bill To
City Of Springdale 201 Spring St Springdale AR 72764

P.O. No.	Terms	Project
	Net 30	COS002 - DEMO BUILDING ON CLEVELAND ST

Quantity/ Hours	Item	Rate	Description	Amount
1	MISCELLANEOUS	8,500.00	Demo Building at 307 S Cleveland St	8,500.00
<p>Transaction # _____ Date _____ Account # <u>101-0403-423.70.35</u> Project # _____ Invoice # <u>7621</u> Amount <u>\$8,500.00</u> Description <u>demo building @ 307 S. Cleveland</u></p> <p>Approved By <u>[Signature]</u> <u>01/28/13</u></p>				
Thank you for your business. If you have any questions please call 479-751-9591.			Total	\$8,500.00

EXHIBIT "1"



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:
jnelson@springdalear.gov

January 28, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Jonathan D. Nelson
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Lynda Belvedrest
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

Mr. Brance Edwards
E.A.B. Investment Group, LLC
P.O. Box 175
Elm Springs, AR 72728-0175

Mr. Brance Edwards
2636 Brush Creek Ave.
Elm Springs, AR 72728

RE: Property located at 307 S. Cleveland, Springdale, Washington
County, Arkansas, Parcel #815-28474-000

Dear Mr. Edwards:

On December 11, 2012, the Springdale City Council passed Ordinance No. 4657. This Ordinance ordered that the unsafe structure located at 307 S. Cleveland, Springdale, Arkansas be razed (demolished) and removed, and that the unsightly conditions on the property be abated. The Ordinance provided that this be done within thirty (30) days.

The structure on the property was not razed (demolished) and removed within thirty (30) days as required by Ordinance No. 4657. As a result, the City of Springdale caused the structure located at 307 S. Cleveland, Springdale, Arkansas to be razed (demolished) and removed, and caused the unsafe, unsanitary, and unsightly conditions on the property to be abated. Enclosed is a billing statement showing the City's cost of \$8,500.00 to clean up the property and remove the structure.

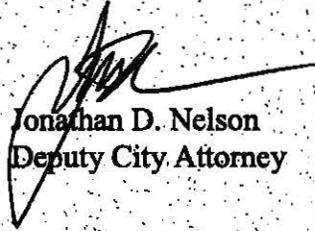
This is to notify you that in the event this amount is not paid on or before March 12, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. § 14-54-904 to determine the amount of the lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, March 12, 2013, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas.

EXHIBIT "2"

You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming. I have enclosed a copy of the proposed ordinance that will be presented at that meeting.

I am also forwarding a copy of this letter to you via first class mail as well. If you should have any questions, please let me know.

Sincerely,



Jonathan D. Nelson
Deputy City Attorney

JDN:ch
enclosures

cc: Mike Chamlee, Chief Building Official
Tom Evers, Chief Building Inspector



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

CERTIFIED MAIL™



U.S. POSTAGE
 ZIP 72764-021W
 0001377648

7011 1570 0000 8219 6536

Mr. Brance Edwards
 E.A.B. Investment Group, LLC
 P.O. Box 17
 Elm Springs

NIXIE 722 4E 1 02 02/15

RETURN TO SENDER
 REFUSED
 UNABLE TO FORWARD

72764@4595
 7272830175 8001

BC: 72764459599 *1857-0651/ 2



CERTIFIED MAIL



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



U.S. POSTAGE PITNEY BOWES



ZIP 72764 \$ 006.11⁰
02 1W
0001377648 JAN 28 2013

7011 1570 0000 8219 6543

Mr. Brance Edwards
2636 Brush Creek Ave.
Elm Springs, AR 72728

NOTE: [Handwritten initials]

NIXIE 722 SE 1 00 02/15/13

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD

72764@4554

BL: 72764455401 41857-06473 29-37



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF SPRINDGALE, ARKANSAS, EXPRESSING ITS OPPOSITION TO SENATE BILL 367 "THE PRIVATE PROPERTY PROTECTION ACT" CURRENTLY PENDING IN THE STATE OF ARKANSAS GENERAL ASSEMBLY

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that a bill is currently pending in the Arkansas General Assembly, specifically Senate Bill 367, know as "the Private Property Protection Act" (SB 367), which is attached hereto;

WHEREAS, SB 367 would likely severely restrict the ability of the City of Springdale, Arkansas, to enact and enforce development and zoning regulations in the City of Springdale, Arkansas;

WHEREAS, SB 367 would likely result in costly and timely litigation regarding the enactment, application, and enforcement of development and zoning regulations in the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that SB 367 not become law in the State of Arkansas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale opposes Senate Bill 367 "the Private Property Protection Act", and urges those serving in the Arkansas General Assembly to vote against passage of this Bill.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

1 State of Arkansas
2 89th General Assembly
3 Regular Session, 2013

As Engrossed: S2/28/13
A Bill

SENATE BILL 367

4
5 By: Senators J. Hendren, Bledsoe, A. Clark, J. Dismang, Hester, Holland, J. Hutchinson, Irvin, B. King,
6 D. Sanders
7 By: Representatives D. Altes, Baine, Ballinger, Barnett, Collins, Cozart, Davis, Deffenbaugh, C. Douglas,
8 D. Douglas, Gossage, Harris, Mayberry, Wren

9
10 **For An Act To Be Entitled**

11 AN ACT TO ADDRESS THE PROTECTION OF PRIVATE PROPERTY;
12 AND FOR OTHER PURPOSES.

13
14
15 **Subtitle**

16 TO ADDRESS THE PROTECTION OF PRIVATE
17 PROPERTY.

18
19
20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21
22 SECTION 1. DO NOT CODIFY. Legislative findings.

23 (a) From time to time, state and local regulatory programs have the
24 effect of reducing the market value of private property.

25 (b) When state and local regulatory programs reduce the market value
26 of private property and do not through their implementation abate a public
27 nuisance affecting the public health, safety, morals or general welfare, it
28 is fair and appropriate that the state or the locality compensate the
29 property owner for the loss in market value of the property caused by the
30 implementation of the regulatory program.

31 (c) Compensation to the property owner is also fair and appropriate in
32 cases involving regulatory programs which abate a public nuisance when the
33 property owner neither contributed to the public nuisance, acquired the
34 property knowing of the public nuisance, nor acquired the property under
35 circumstances in which the property owner should have known about the
36 nuisance based upon prevailing community standards.



02-19-2013 10:18:59 KLL123

1 (d) In order to establish a fair and equitable compensation system to
2 address these stated public policy concerns and findings, there is hereby
3 established a compensation system in this act.

4

5 SECTION 2. Arkansas Code Title 18, Chapter 15, is amended to add an
6 additional subchapter to read as follows:

7 Subchapter 17 - Private Property Protection Act

8

9 18-15-1701. Title.

10 This subchapter shall be known and may be cited as the "Private
11 Property Protection Act".

12

13 18-15-1702. Definitions.

14 As used in this subchapter:

15 (1) "Real property" means real property, the use of which is
16 directly controlled or regulated by a regulatory program; and

17 (2) "Regulatory program" means any rule, regulation, law, or
18 ordinance that affects the fair market value of real property. Such
19 regulatory programs include without limitation moratoriums on growth,
20 aesthetic or scenic districts, environmental districts, overlay districts,
21 green space ordinances, landscape ordinances, tree ordinances, land use
22 planning programs, or zoning programs.

23

24 18-15-1703. Inverse condemnation.

25 (a) Whenever implementation by the state or any of its political
26 subdivisions of any regulatory program operates to reduce by at least ten
27 percent (10%) the fair market value of real property for the uses permitted
28 at the time the owner acquires the title, or on the effective date of this
29 act, whichever is later, the property shall be deemed to have been taken for
30 the use of the public.

31 (b)(1) The owner or user shall have the right to require condemnation
32 by and adequate compensation from the governmental unit, or units when more
33 than one (1) governmental unit is involved, imposing the regulation resulting
34 in decreased value, or to receive compensation for the reduction in value
35 caused by government action, and in either case to have the compensation
36 determined by a jury.

1 (2) When more than one (1) governmental unit is involved, the
2 court shall determine the proportion each unit shall be required to
3 contribute to the compensation.

4 (3) Compensation is required under this section only in
5 instances where the fair market value of the property is reduced by at least
6 ten percent (10%).

7 (c)(1) Governmental units subject to the provisions of this subchapter
8 shall not make waiver of the provisions of this subchapter a condition for
9 approval of the use of real property or the issuance of any permit or other
10 entitlement. Plaintiffs may accept an approval of use, permit, or other
11 entitlement granted by the governmental unit without compromising their
12 rights under this subchapter if:

13 (A) A written reservation of rights is made at the time of
14 acceptance of the authorization, permit, or other entitlement; or

15 (B) By oral statement made before the governmental unit
16 granting the authorization, permit, or other entitlement at a public meeting
17 at which the governmental unit renders its decision.

18 (2) The owner or user may make his or her reservation in either
19 or both forms.

20 (d) When any regulatory program resulting from a zoning ordinance
21 operates to change a permitted use and the fair market value of the affected
22 real property is the same or greater than before the effective date of the
23 implementation of the regulatory program, compensation shall not be paid
24 under this subchapter.

25 (e) This subchapter does not apply to an owner or user of real
26 property if the regulatory program does not directly apply to the real
27 property of the owner or user.

28

29 18-15-1704. Nuisance matters.

30 (a) Compensation shall not be required under this subchapter if the
31 regulatory program is an exercise of the police power to prevent uses noxious
32 or harmful to the health and safety of the public.

33 (b) A use shall be deemed a noxious use if it amounts to a public
34 nuisance.

35 (c) Determination by the governmental unit or units involved that a
36 use is a noxious use or poses a demonstrable harm to public health and safety

1 is not binding upon the court.

2 (d) This subchapter does not apply to laws or rules within the
3 jurisdiction of the State Health Officer.

4

5 18-15-1705. Statute of limitations.

6 (a)(1) The statute of limitations for actions brought under this
7 subchapter is under § 16-56-115.

8 (2) The statute of limitations begins upon the final
9 administrative decision implementing the regulatory program affecting
10 plaintiffs' property.

11 (b) A program is implemented with respect to an owner's or user's
12 property when actually applied to that property.

13

14 18-16-1706. Regulatory rollback.

15 (a)(1) If the governmental unit exercising inverse condemnation under
16 this subchapter is unwilling or unable to pay the costs awarded, it may relax
17 the land use planning, zoning, or other regulatory program as it affects the
18 plaintiff's land and all similarly-situated land in the jurisdiction in which
19 the regulatory program is in effect to the level of regulation in place as of
20 the time the owner acquired title or on the effective date of this act,
21 whichever is later.

22 (2) In this event, the governmental unit is liable to the
23 plaintiff landowner or user for reasonable and necessary costs of the inverse
24 condemnation action, plus any actual and demonstrable economic losses caused
25 to the plaintiff by regulation during the period in which it was in effect.

26 (b) This section does not affect any remedy which is constitutionally
27 required.

28 (c)(1) Notwithstanding other law, the governmental unit subject to an
29 award of compensation under this subchapter may elect to relax the land use
30 planning, zoning, or other regulatory program without further public
31 hearings, proceedings, or environmental review.

32 (2) If the governmental unit elects to relax the affected
33 regulatory program, the previous program shall automatically be in effect.

34

35 18-15-1707. Legal challenges.

36 Nothing in this subchapter precludes property owners from bringing

1 legal challenges to regulatory programs affected by this subchapter in
 2 instances in which the regulation caused diminution in value of the property
 3 for the uses permitted at the time the owner acquired title, or the effective
 4 date of this act, whichever is later, nor shall it preclude property owners
 5 from bringing legal challenges to regulatory programs under other law.

6
 7 SECTION 4. EMERGENCY CLAUSE. It is found and determined by the
 8 General Assembly of the State of Arkansas that some actions by the state and
 9 its political subdivisions reduce the value of real property; that the
 10 property owners now are not being compensated for that reduction in value;
 11 and that this act is immediately necessary because the inequity needs to be
 12 eliminated as soon as possible. Therefore, an emergency is declared to exist,
 13 and this act being immediately necessary for the preservation of the public
 14 peace, health, and safety shall become effective on:

- 15 (1) The date of its approval by the Governor;
- 16 (2) If the bill is neither approved nor vetoed by the Governor,
 17 the expiration of the period of time during which the Governor may veto the
 18 bill; or
- 19 (3) If the bill is vetoed by the Governor and the veto is
 20 overridden, the date the last house overrides the veto.

21
 22 /s/J. Hendren
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