

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

- Tuesday, May 28th, 2013, 5:30 p.m. Health, Sanitation, & Property Maint. Committee meeting followed immediately by a CIP Committee meeting:
 - Health, Sanitation & Prop Maint. Meeting is concerning Agenda Item # 11; CIP meeting concerning Agenda 14-B.
- Monday, June 3rd, 2013, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available on Friday, May 31st, 2013.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 28TH, 2013**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **KATHY JAYCOX**

6:00 p.m. **OFFICIAL AGENDA**

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

Recognition of a Quorum
4. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Reports
 - a) Building Inspection Activity Report for April. **Pgs 4**
6. Approval of Minutes
 - a) May 14th, 2013 **Pg's 5-14**
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....***11; 13 A – E; 18.** (Motion must be approved by two-thirds (2/3) of the council members).
8. Tabled from May 14th, 2013 meeting:

A Resolution authorizing the City Attorney to settle an Inverse Condemnation Lawsuit wherein Wendell and Renee Collins are plaintiffs, presented by Ernest B. Cate, City Attorney. **Pg's 15-17**
9. **A Resolution** authorizing the City Attorney to settle a Condemnation Lawsuit wherein the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees, are defendants, presented by Ernest Cate, City Attorney. **Pg's 18-20**
10. Emergency Clause for the following Ordinances passed on Tuesday, May 14th, 2013:
 - A. **Ordinance No. 4700**, waiving competitive bidding for the installation of a third axle on four dump trucks.

- B. **Ordinance No. 4701**, amending Article 5, Section 40 of the Zoning Ordinance of the City of Springdale, Arkansas. (auction houses)
 - C. **Ordinance No. 4702**, amending Article 4, Section 3 of the Zoning Ordinance of the City of Springdale, Arkansas. (Conditional Use for an auction house in a C-2 zone)
11. Health, Sanitation and Property Maintenance Committee Report & Recommendations by Chairman Jeff Watson:
- An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 1023 N. Jefferson Street; to declare an emergency and for other purposes. **Pg's 21-25**
12. Personnel Committee Report & Recommendations by Chairwoman Kathy Jaycox:
- A Resolution** amending 2.5(d) and 2.5(e) of the City Personnel and Procedures Manuel. **Pg's 26-27**
13. Planning Commission Recommendations by Planning Director Patsy Christie:
- A. **An Ordinance** rezoning 1.54 acres owned by Commercial Computer Services, Inc. located at 2550 S. 56th Street from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. **Pg's 28-31**
 - B. **An Ordinance** rezoning 1.58 acres owned by Pinkley Farms, Inc. located at the NE Corner of Downum and County Line Road from Agricultural District (A-1) to Residential Estate District (R-E) and declaring an emergency. **Pg's 32-34**
 - C. **An Ordinance** rezoning .56 acre owned by Smitco Eateries located at 5782 W. Sunset Avenue from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pg's 35-38**
 - D. **An Ordinance** rezoning .56 acre owned by Dave Chapman located at 308 S. Thompson from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pg's 39-42**
 - E. **An Ordinance** rezoning .9 acre owned by David Norsworthy located at 1176 W. Stultz Road from Agricultural District (A-1) to Neighborhood Office District (O-1) and declaring an emergency. **Pg's 43-45**
 - F. **A Resolution** approving a Conditional Use at 5782 West Sunset Avenue as set forth in Ordinance 4030 for Smitco Eateries, Inc. **Pg's 46-47**

WAIVERS:

- G. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Pinkley Farms, Inc. in connection with a Lot Split LS 13-09. **Pg's 48-49**
 - H. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Popeye's Louisiana Kitchen in connection with a L 13-10, a Large Scale Development. **Pg's 50-51**
 - I. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Tyson Foods, Inc., in connection with proposed improvements to Tyson Foods Corporate Headquarters. **Pg's 52-53**
14. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
- A. **A Resolution** authorizing funding for Wayfinding Signs for the City of Springdale, Arkansas. **Pg's 54-73**
 - B. **A Resolution** authorizing the purchase of property located at 602 Caudle Avenue, Springdale, Arkansas. **Pg's 74-107**

15. Finance Committee Report and Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** amending the 2013 Budget of the City of Springdale Police Department. **Pg's 108-109**
 - B. **A Resolution** amending the 2013 Budget of the Public Works Department. **Pg 110**
16. Police & Fire Committee Report and Recommendations by Chairman Eric Ford:

A Resolution authoring the purchase of property identified as Tract 1 & 2 of Har-Ber Bend, Springdale, Arkansas. **Pg's 111-115**
17. **A Resolution** authorizing the execution of a copier lease agreement with Professional Business Systems, presented by Wyman Morgan, Director of Administration & Financial Services. **Pg's 116-118**
18. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrow brush and debris within the City of Springdale, Arkansas, located at 2005 Blueberry Lane, presented by Ernest B. Cate, City Attorney. **Pg's 119-124**
19. **A Resolution** making a re-appointment to the Advertising & Promotion Commission of the City of Springdale. **Pg's 125-126**
20. **A Resolution** setting a hearing date on a petition to abandon a portion of a utility easement in the City of Springdale, Arkansas, presented by Lance Eads, VP Economic Development for the Chamber of Commerce. **Pgs' 127-128**
21. Comments from Department Heads.
22. Comments from Council Members.
23. Comments from City Attorney.
24. Comments from Mayor Sprouse.
24. Adjournment.

****Tour of the new CID and Physical Fitness Center****



City of Springdale's
Mayor Doug Sprouse and City Council
Members
04/01/13 to 05/01/13

	Permits Issued	Total Inspections	Total SF	Total Value	Total Fees
Accessory Structure	10	31	280.00	\$11,659.20	\$320.00
Banner & Temporary Sign Permit	28	0	0.00	\$0.00	\$0.00
Business License	0	69	0.00	\$0.00	\$0.00
Commercial Addition Permit	6	26	53,055.00	\$4,836,294.00	\$19,914.12
Commercial Alteration Permit	9	99	0.00	\$0.00	\$2,090.25
Commercial Building Permit	0	12	0.00	\$0.00	\$0.00
Demolition Permit	2	0	0.00	\$0.00	\$122.50
Electrical Permit	21	27	0.00	\$44,362.00	\$549.23
Garage Sale Permits	225	0	0.00	\$0.00	\$2,240.00
Mechanical Permit	19	8	0.00	\$164,124.50	\$1,158.51
Plumbing Permit	24	36	0.00	\$43,525.00	\$653.09
Residential Addition Permit	6	56	1,678.00	\$153,723.40	\$864.00
Residential Alteration Permit	7	50	0.00	\$0.00	\$241.00
Residential Pool Permit	1	5	0.00	\$0.00	\$164.00
Residential Single Family Permit	23	470	56,687.00	\$5,890,913.00	\$21,478.00
Sign Permit	15	0	0.00	\$0.00	\$247.31
Totals	396	889	111,700.00	\$11,144,601.10	\$50,042.01
Average		56	6,981.25	\$696,537.57	\$3,127.63

SPRINGDALE CITY COUNCIL
MAY 14, 2013

The City Council of the City of Springdale met in regular session on May 14, 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 (Absent)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Eric Ford	Ward 4
Rick Evans	Ward 2 (Absent)
Jim Reed	Ward 1
Kathy Jaycox	Ward 1
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Ron Hritz	Police Captain
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Mike Chamlee	Building Inspector
Sam Goade	Public Works Director
Alan Pugh	Engineering Director
Courtney Kremer	Animal Services Director
Mark Gutte	Information Services Director

CITIZEN COMMENTS

Walt Laster, Julio Road, addressed the issue of the burn permit required by the Springdale Fire Department. He feels like having to get one every two weeks is idiotic.

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the April 15, 2013, April 16, 2013 and April 23, 2013 City Council meetings be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Watson, Overton, Ford, Jaycox, Reed

No: None

Mayor Sprouse voted yes. Motion carried.

PUBLIC HEARING – RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR A GRANT UNDER THE ARKANSAS COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAM (ACEDP) FOR ORC PRODUCTS

Lance Eads, Vice President of Chamber of Commerce, opened up a public hearing to identify and prioritize the community needs of the City of Springdale, and for determining whether an application for Arkansas Community and Economic Development Program (ACEDP) funds should be developed and if so, for what community need. Also, comments on proposed project activities will be discussed, especially those with possible impacts on the community, should the project receive funding.

ACEDP funds are federal assistance received by the State of Arkansas and administered by the Economic Development Commission (AEDC). These funds will be made available to cities and counties according to need and can be used for housing rehabilitation, community facilities, or economic development, but must address one of the following objectives:

Provide benefit to low and moderate income families,

Aid in the prevention of slum and blight, or

Meet other community needs, which pose a serious, immediate threat to the health or welfare of the community where no other funding is available to meet such needs.

The ACEDP provides grants for community development projects such as childcare, public health, water and sewer improvements, economic development, and other eligible projects. Approximately 40 percent of available funding is set aside for economic development projects related to job creation. The remaining funds will be allocated to categorical grants and administration of the program as specified in the Consolidated Plan.

The City of Springdale, with the assistance of AEDC, will provide technical assistance in developing proposals by groups representing low and moderate-income persons, where a project is fundable and eligible to be considered through the ACEDP program.

The application being currently considered is an economic development project to benefit ORC Products, Inc., and will aid in the expansion of the company in Springdale. AEDC has committed \$385,000 in the form of a grant to the City to pass through as a loan to the company, for acquisition and renovation of existing commercial/manufacturing building in an existing industrial area, and the purchase of equipment.

In return for this assistance, the company has committed to the creation of at least 11 new full-time, permanent positions, at an average hourly wage of \$15.00 an hour. At least 51% of these positions must be made to low-to-moderate income persons.

The purpose of the public hearing is not to address only needs that can be met with ACEDP funds, but to provide an opportunity for local residents to discuss and prioritize all major needs.

Interested citizen Janie Bibb asked questions about ORC and what type of business they are.

Mr. Eads explained ORC Products is a manufacturer in Springdale that has several government and military applications of their product that they do a lot of high-end machinery type products.

The public hearing closed.

City Attorney Ernest Cate presented the Resolution authorizing the Mayor and City Clerk to apply for a grant under the Arkansas Community and Economic Development Program (ACEDP) for ORC Products.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPLY FOR A GRANT UNDER THE ARKANSAS COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAM (ACEDP) FOR ORC PRODUCTS.

WHEREAS, the City Council for the City of Springdale, Arkansas, has determined that ORC Products meets eligibility requirements necessary to apply under the Arkansas Community and Economic Development Program (ACEDP); and

WHEREAS, ORC Products has presented a plan to purchase equipment associated with the expansion of its facilities in Springdale; and

WHEREAS, the City Council recognizes the need for the project, concurs its importance, and supports ORC Products in its efforts to proceed with the same;

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 submit an application of formal request to the Arkansas Economic Development Commission for purposes of securing state grant funds to assist ORC Products in executing the proposed project described herein.

PASSED AND APPROVED this _____ day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Overton, Ford, Jaycox, Reed, Watson

No: None

The Resolution was numbered 71-13.

SECOND PUBLIC HEARING - DIXIE SOUTHERN

Lance Eads, Vice President of Chamber of Commerce, opened up a second public hearing to inform citizens of the scope and progress of the ACEDP project including construction and project completion schedules, funding participants and any special concerns or aspects of the project - Dixie Southern.

On January 25, 2012, AEDC awarded \$252,500 CDBG grant through the Economic Development set aside of Ike-2 Disaster funding to the City of Springdale to assist with the purchase of equipment and support of the location of Dixie-Southern Arkansas LLC.

Up to \$250,000 in ACEDP funds was made available to provide a five year, zero percent loan to the company to purchase equipment. The company agreed to create 45 new, full-time, permanent jobs within three years as a result of the project. At a minimum, 51% of all new jobs created must be made available to persons qualifying as low and moderate income at the time of hire.

The company has made their final draw as of November 2012 and at the end of 2012, the company had created 29 of the required jobs and 77% of those were held by low to moderate income persons at the time of hire. It is expected that this will be closed out the end of 2013.

There were no comments made at the Public Hearing.

AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY THE REZONING REQUEST OF PARCELS OWNED BY TBM PROPERTIES LLC, LOCATED AT 881 RIO BRAVO DRIVE, FROM C-2 TO C-5

This item was withdrawn by the petitioner.

ORDINANCE NO. 4700 – TO WAIVE COMPETITIVE BIDDING FOR THE INSTALLATION OF A THIRD AXLE ON FOUR DUMP TRUCKS FOR THE PUBLIC WORKS DEPARTMENT

Public Works Director Sam Goade presented an Ordinance to waive competitive bidding for the installation of a third axle on four dump trucks for the Public Works Department. The installation on these vehicles would cost \$27,201 and increase productivity and efficiency. The lowest quote per axle installation is from Johnson Truck and Trailer of Lowell. The money will come from the Capital Improvement Project Fund.

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

The vote:

Yes: Ford, Jaycox, Reed, Watson, Overton

No: None

The Ordinance was numbered 4700.

TABLED - PROPOSED RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE AN INVERSE CONDEMNATION LAWSUIT WHEREIN WENDELL AND RENEE COLLINS ARE PLAINTIFFS

At the request of City Attorney Cate, Alderman Reed made the motion to table this Resolution for two weeks. Alderman Jaycox made the second.

The vote:

Yes: Jaycox, Reed, Watson, Overton, Ford

No: None

DENIED - PROPOSED RESOLUTION AMENDING THE 2013 BUDGET OF THE CITY OF SPRINGDALE FIRE DEPARTMENT

Fire Chief Mike Irwin presented a Resolution amending the 2013 Budget of the City of Springdale Fire Department.

Chief Irwin explained the department was approached through research by the International Association of Fire Chiefs to be highlighted in the Fire-Rescue International Conference in Chicago this August. The department would get full rights to the video and would be allowed to use in recruiting and fire prevention and highlight the department in any events. The share to the City of Springdale for production costs of this video would be \$19,500.

Alderman Jaycox said this would certainly showcase the fire department and the services they provide but feels this money could be spent on actual needs within this community.

Mayor Sprouse said he certainly sees the concern and he and Chief Irwin decided to bring it before the council to see if they believe it would be worth the investment.

Janie Bibb encouraged City Council to vote for the production of this video. This is an opportunity for the city to showcase the Fire Department.

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

The vote:

Yes: Reed, Watson, Ford

No: Overton, Jaycox

By a 3-2 vote, the motion failed.

ORDINANCE NO. 4701 – AMENDING ARTICLE 5, SECTION 40 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS (AUCTION HOUSES)

City Attorney Ernest Cate presented an Ordinance amending Article 5, Section 40 of the Zoning Ordinance of the City of Springdale, Arkansas, to clean up the definition of Use Unit 37: Auction Houses, by removing the sentence that it is a conditional use in an A-1 Zone. Use Unit 37: Auction Houses are already a conditional use in an A-1, C-3, C-4 and is a permitted use in a C-5.

Planning Commission recommended approval at their May 7, 2013 meeting.

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

The vote:

Yes: Watson, Ford, Jaycox, Reed

No: Overton

Mayor Sprouse voted yes. Motion carried.

The Ordinance was numbered 4701.

ORDINANCE NO. 4702 – AMENDING ARTICLE 4, SECTION 3.4 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS (ADDING AUCTION HOUSES AS CONDITIONAL USE IN C-2 ZONING DISTRICT)

City Attorney Ernest Cate presented an Ordinance amending Article 4, Section 4.3 of the Zoning Ordinance of the City of Springdale, Arkansas, adding Auction Houses as a conditional use in a C-2 Zoning District.

Planning Commission recommended approval at their May 7, 2013 meeting.

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

The vote:

Yes: Ford, Jaycox, Reed, Watson

No: Overton

Mayor Sprouse voted yes. Motion carried.

The Ordinance was numbered 4702.

PROPOSED ORDINANCE AMENDING ARTICLE 4, SECTION 4.3 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS (ADDING AUCTION HOUSES AS CONDITIONAL USE IN AN I-1 ZONING DISTRICT)

City Attorney Ernest Cate presented an Ordinance amending Article 4, Section 4.3 of the Zoning Ordinance of the City of Springdale, Arkansas, adding Auction Houses as a conditional use in an I-1 Zoning District.

Planning Commission voted 6-2 to not approve this amendment at their May 7, 2013 meeting.

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

Lance Eads, representing the Public Facilities Board, asked that this change in the ordinance not be approved. They do not feel like this use unit would be a good fit with the other industrial property they are trying to develop.

Fadil Bayarri, who has a tenant (Don Guthery) running an auction house on property in the Industrial Park, feels like this is a good fit for the area and has zero impact on the Industrial Park.

Loyd Hoskus, owner of Complete Inc., tenant next to the auction house on Bain Street, said they are a very quiet tenant and are a plus for adjoining businesses.

The vote:

Yes: Ford, Reed, Overton

No: Jaycox, Watson

The motion failed by a 3-2 vote. The Ordinance did not pass.

Attorney Cate noted that Mr. Guthery who wants to operate the auction house in the industrial zone was denied a conditional use to do so. He has filed an appeal to City

Council that was scheduled to go to the May 28, 2013 City Council meeting. Since this ordinance did not pass, the appeal will not go to council.

RESOLUTION NO. 72-13 – OPPOSING ROUTE 108 OF SOUTHWESTERN
ELECTRIC POWER COMPANY’S SHIPE ROAD TO KINGS RIVER
TRANSMISSION PROJECT

Alderman Reed presented a Resolution opposing Route 108 of Southwestern Electric Power Company’s application to construct a transmission line between its Shipe Road Station and a proposed Kings River Station.

The City of Springdale has formally intervened in Docket No: 13-041-U of the Arkansas Public Service Commission, so that it may oppose Route 108 but Alderman Reed wanted the City Council to pass this Resolution to send on to SWEPCO and to the Public Services Commission.

RESOLUTION NO. _____

**A RESOLUTION OPPOSING ROUTE 108 OF
SOUTHWESTERN ELECTRIC POWER
COMPANY'S SHIPE ROAD TO KINGS RIVER
TRANSMISSION PROJECT.**

WHEREAS, On April 3, 2013, Southwestern Electric Power Company (“SWEPCO”) filed an application with the Arkansas Public Service Commission seeking a Certificate of Environmental Compatibility and Public Need for the construction of a transmission line between its Shipe Road Station and a proposed Kings River Station;

WHEREAS, among the routes proposed by SWEPCO in its application with the Arkansas Public Service Commission is a route known as "Route 108" on the attached map;

WHEREAS, Route 108 will adversely affect several projects currently undertaken by the City of Springdale, Arkansas, including but not limited to the Springdale Bike Park & Trail System, Razorback Regional Greenway, Pump Station/Silent Grove Road Trailhead, Lake Springdale Use Area/Fishing Pier Project, Rabbit Foot Lodge Wildlife Observation Trail, National Historic Register of Historic Places (Rabbit Foot Lodge), and will adversely affect those living and owning property in at least one residential subdivision located in the City of Springdale, Arkansas;

WHEREAS, the City Council of the City of Springdale, Arkansas, wishes to promote the interests of the citizens of the City of Springdale and northwest Arkansas, and promote the growth and development of the same for the benefit of all its citizens; and

WHEREAS, the City Council of the City of Springdale, Arkansas, wishes to make its opposition to Route 108 known to the Arkansas Public Service Commission; and

WHEREAS, the City of Springdale has formally intervened in Docket No: 13-041-U of the Arkansas Public Service Commission, so that it may oppose Route 108.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale, Arkansas, hereby recognizes the adverse impacts that Route 108 would have on several projects currently undertaken by the City of Springdale, Arkansas, and recognizes the adverse impacts that Route 108 would have on the citizens of Springdale, Arkansas, and northwest Arkansas, and as such, the City of Springdale, Arkansas, hereby formally

opposes Route 108, and this Resolution shall be forwarded to the Arkansas Public Service Commission so that it will be aware of the City of Springdale's opposition to Route 108.

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

The vote:

Yes: Jaycox, Reed, Watson, Overton, Ford

No: None

The Resolution was numbered 72-13.

RESOLUTION NO. 73-13 – APPROVING THE DONATION OF VACATION TIME FOR ANIMAL SERVICES EMPLOYEE TERESA JOHNSON

Animal Services Director Courtney Kremer presented a Resolution approving the donation of vacation time for Animal Service employee Teresa Johnson.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DONATION OF VACATION TIME FOR TERESA JOHNSON

WHEREAS, Teresa Johnson has been a dedicated employee of the Springdale Animal Shelter since March of 1993; and

WHEREAS, due to her own health and now the ailing health of her father, Teresa has exhausted her sick and vacation hours; and

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

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

Section 1: Employees are hereby authorized to donate accumulated vacation time to Teresa Johnson, making it possible for the payment of her salary to continue during the time she assists her ailing father. 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: This authorization for donated vacation time will expire on the exhaustion of her authorized Family Medical Leave.

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

PASSED AND APPROVED this _____ day of _____ May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Reed, Watson, Overton, Ford, Jaycox

No: None

The Resolution was numbered 73-13.

RESOLUTION NO. 74-13 – AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT AND SETTING OVERALL BUDGET FOR I-540/DON TYSON PARKWAY INTERCHANGE (12BPS1; AHTD 040527)

Engineering Director Alan Pugh presented a Resolution authorizing execution of a construction contract and setting overall budget for I-540/Don Tyson Parkway Interchange (12BPS1;AHTD 040527). The total construction budget is \$12,284,815.37.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT AND SETTING OVERALL BUDGET FOR I-540/DON TYSON PARKWAY INTERCHANGE (12BPS1; AHTD 040527)

WHEREAS, sealed competitive construction bids were received and opened for said project on April 23, 2013, and;

WHEREAS, the low bid of \$11,168,013.97 was submitted by Emery Sapp & Sons, Inc. of Columbia, Missouri, and;

WHEREAS, it is necessary to formally establish a construction budget for this project, said budget to be as follows:

Construction (Bid Amount)	\$11,168,013.97
Construction Contingency (10%)	\$1,116,801.40
Total Construction Budget	\$12,284,815.37

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

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1. The Mayor and City Clerk are hereby authorized to execute a construction contract with Emery Sapp & Sons, Inc. in the amount of \$11,168,013.97.
2. The overall project budget including, but not limited to, engineering design, AHTD review fees, environmental design, right-of-way acquisition, relocation, construction engineering, materials testing, construction and contingencies shall not exceed \$23,000,000 without council approval.

PASSED AND APPROVED this _____ day of May, 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: Watson, Overton, Ford, Jaycox, Reed

No: None

The Resolution was numbered 74-13.

COMMENTS

Chief Building Official Mike Chamlee updated City Council on Jim Cypert's building on Emma Avenue. There has been no work done on the building. At the February 26, 2013 City Council meeting, the ordinance was tabled indefinitely.

Alderman Watson said he has been asked to bring it up before City Council again.

Mayor Sprouse announced the Law Enforcement Memorial will be held on Wednesday, May 15, 2013, at 2:00 p.m. in front of the City Administration Building.

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 7:22 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE AN INVERSE CONDEMNATION LAWSUIT
WHEREIN WENDELL AND RENEE COLLINS ARE
PLAINTIFFS.**

WHEREAS, Wendell Collins and Renee Collins filed a lawsuit against the City of Springdale alleging damages to their property in excess of the amount paid for the easements acquired for a tract of land for the Northern Corridor, Wagon Wheel Road, Highway I-540 to Robins Road Construction Project, Project No. BP-0302 in the 2003 Street Improvement Bond Program;

WHEREAS, the Collins have extended an offer to settle the inverse condemnation lawsuit for the total sum of \$49,700;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the sum of \$49,700 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Collins inverse condemnation lawsuit for the total sum of \$49,700.

PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

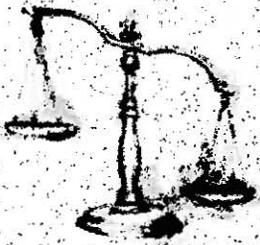
ATTEST:

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:

MEMORANDUM

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.

TO: City Council – Mayor Sprouse
FROM: Ernest Cate, City Attorney *EC*
RE: *Collins v. City of Springdale*
DATE: April 25, 2013

If you will recall, the City Council approved the condemnation of land in connection with the Northern Corridor. One of these tracts of land was owned by Wendell and Renee Collins. The City ultimately reached a settlement with the Collins for the acquisition of the easements needed for this project.

Since the road has been constructed, however, the Collins have experienced problems with flooding and water issues on their property. As a result, they have filed suit against the City for the additional damages that they have incurred to their property. Specifically, they allege that part of their property is unusable due to the water issues, and that the structure located on the residence has incurred damage from flooding and standing water as a result of the City's design and construction of Wagon Wheel Road. In support of their claim, the Collins have provided reports from an appraiser, an engineer, and a laboratory indicating the presence of mold on the property due to the water issues.

This case is currently scheduled for a two day jury trial in Benton County Circuit Court on May 7th. The attorney for the Collins has contacted this office and has indicated that the Collins would accept the total sum of \$49,700 to settle this case. It is my recommendation that the City agree to pay this amount.

The appraisal submitted by the Collins indicates excessive damage to the property since the construction of Wagon Wheel Road. The appraisal estimates damages at nearly \$60,000, plus damages for the structure no longer being habitable due to water damage and mold. In addition, the appraiser believes compensation should also be paid for the loss of use of the flood prone area created by the taking.

If this case were to go to trial, the Collins have requested that the jury be allowed to visit the property. The Judge granted this request. As such, the jury will be allowed to view the property first hand, and see the damage to the structure, the mold, and the water damage on the property.

While I believe that the City has a legitimate defense to the Collins' claim, I am also well aware of the risks involved with taking a case like this to a jury. Invariably, the jury will be sympathetic to the Collins, and will likely award them damages, even if the City adequately presents its case under the law.

In addition, should the jury award the Collins damages, they would also be entitled to an attorney fee award in addition to the amount awarded for the property damage. It is my opinion that the City's possible total exposure in this case could exceed \$100,000.

As such, I believe that adequate justification exists for paying the Collins the requested amount of \$49,700. This amount would avoid the risk of proceeding to trial, and would settle this matter once and for all.

I appreciate your consideration of this request.

RESOLUTION NO. _____

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

WHEREAS, the City of Springdale filed a lawsuit against the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees, to condemn a tract of land for the Hylton Road Project, Tract No. 441HR-8;

WHEREAS, the City of Springdale deposited the sum of \$19,900 into the Registry of the Court as estimated just compensation for the Hyltons' property;

WHEREAS, the Walkers have extended an offer to settle the condemnation lawsuit for the total sum of \$54,571;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$34,671 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Hylton Family Trust condemnation lawsuit for the total sum of \$54,571.

PASSED AND APPROVED this ____ day of _____, 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
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Writer's Email:

MEMORANDUM

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

TO: City Council - Mayor Sprouse
FROM: Ernest Cate, City Attorney
RE: City of Springdale v. Hylton Family Trust
DATE: May 28, 2013

If you will recall, the City Council approved the condemnation of land in connection with the Hylton Road project. One of these tracts of land is owned by the Hylton Family Trust, Jimmy D. Hylton and Vera L. Hylton, Co-Trustees. The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent domain. The City Attorney's office filed the eminent domain action and obtained an Order of Possession. At the time the City filed this case, the amount of \$19,900 was deposited with the court as the City's estimate of just compensation to be paid to the Hylton Family Trust. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Parrish Appraisals, Inc.

Judge Beth Storey Bryan ordered that this case go to mediation prior to trial. On May 9, 2013, the case was submitted to a neutral mediator. The opinion of the mediator was that this case be settled for the total sum of \$54,571. The attorney for the Hylton Family Trust has stated that the Hylton Family Trust would be willing to accept the mediator's recommendation and accept the total sum of \$54,571 to settle this case. It is my opinion that adequate justification exists for this additional amount, and that the City of Springdale should also accept the recommendation of the mediator in this case.

ErnestCa/2013misc/memoHyltonTrust

Some of the additional amount requested is for property over which the City had contended it had a prescriptive easement. As such, the City's appraisal did not include just compensation for this property. Upon examining this property, it is my opinion that the City would not be able to prove that it had a prescriptive easement on this property, and that the City should pay just compensation for this additional 13,190 square feet of property (.30 acres), approximately \$9,000.

In addition, the Hylton Family Trust produced a tree appraisal indicating an additional amount of just compensation for the 54 trees that were taken for this project. It is my opinion that a jury would award the Hylton Family Trust this additional amount for the trees taken in this project, approximately \$11,500.

The remaining amount recommended by the mediator is for severance damages to the property remaining after the taking of the property for the project. The Hylton Family Trust had alleged 30% severance damages (\$26,900), but after mediation, the recommended amount is for less than that, approximately \$14,000.

In all, I believe that adequate justification exists for paying the Hylton Family Trust the additional requested amount of \$34,671. As such, I am requesting that the City approve the recommendation of the mediator in this case. This would avoid the risk of proceeding to trial, where the Hylton Family Trust would be seeking damages of approximately \$90,000 in this case.

I appreciate your consideration of this request.

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1023 N. JEFFERSON STREET; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

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

Part of the NE 1/4 of the NE 1/4 of Section 36, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SW corner of the said NE 1/4 of the NE 1/4, thence E 352.44 feet, thence N 0 degrees 17 minutes 30 seconds E 1271.07 feet to the point of beginning, thence N 0 degrees 17 minutes 30 seconds E, 62.00 feet to the North line of said NE 1/4 of the NE 1/4, thence N 89 degrees 44 minutes 10 seconds E 195.50 feet along the North line of said NE 1/4 of the NE 1/4, thence S 0 degrees 17 minutes 30 seconds W 61.69 feet to the adjoiner's property line, thence along the adjoiner's property line S 89 degrees 38 minutes 33 seconds W 195.90 feet to the point of beginning.

Commonly known as 1023 N. Jefferson Street, Springdale, Washington County, Arkansas
Tax Parcel No. 815-28202-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

Section 1. That the structure located at 1023 N. Jefferson Street, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, 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 abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after 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



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:

ecate@springdalear.gov

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.

April 5, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Bank of America
7105 Corporate Dr.
Plano, TX 75024-3632

RE: Property located at 1023 N. Jefferson Street, Springdale,
Washington County, Arkansas,
Tax Parcel No. 815-28202-000

Dear Property Owner:

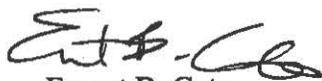
The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 1023 N. Jefferson St., Springdale, Arkansas and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 1023 N. Jefferson St., Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be considering the enclosed ordinance at a meeting that will take place at 6:00 p.m. on Tuesday, May 28, 2013, in the council chambers located at 201 N. Spring Street, Springdale, Arkansas. I strongly encourage you to attend this meeting.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity, the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would

have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest B. Cate
City Attorney

enclosure
EBC:ch

cc: Mike Chamlee, Chief Building Official

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

**Bank of America
7105 Corporate Dr.
Plano, TX 75024-3632**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Bank of America Home Loans Addressee

B. Recipient's Address (Print Name) C. Date of Delivery
 Plano, TX 75024

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

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number 7011 1570 0000 8219 7311
 (Transfer from service label)

RESOLUTION NO. _____

**A RESOLUTION AMENDING 2.5d and 2.5e OF THE CITY
PERSONNEL AND PROCEDURES MANUAL.**

WHEREAS, the City Council for the City of Springdale, Arkansas finds that policy 2.5, Hiring Process for Non-Civil Service Positions, of the City's Personnel and Procedures Manual are in need of revision:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that policy 2.5d and 2.5e are hereby amended to read as follows:

2.5d Reference Check:

(1) After the interview, if it is decided by the department head that an employment offer will be extended, a reference check must be conducted before any offer of employment is made. The reference check will include all reasonable efforts to verify includes verification of employment, duties, dates of employment, and verification of required certification(s)/license(s) from issuing agencies and may include: work record, attendance record, strengths, weaknesses, job duties, safety record, and other pertinent information supplied by an applicant. Parts of the reference check may be delegated to the affected department. ~~The personnel officer or the~~ department head or the department head's designee shall conduct the reference check before a decision is made on an employment offer.

(2) ~~Certain positions may be designated for a thorough background check by the police department or other designated individual/ agency.~~ Once the final or top candidate(s) are selected for a position, the Human Resources Department will contact an accredited company or agency to perform a criminal background check on that candidate(s) prior to final selection and prior to a job offer being made to a potential employee. In certain positions where the potential employee may be required to handle large sums of money, a credit history shall also be processed. In departments where employees can be hired for certain positions under the age of 18 years old (i.e. aquatic center employees in the Parks and Recreation Department), the applicant and their parent/guardian will sign a waiver allowing the City to conduct the background check. All criminal background documentation and credit history information used to make the final selection will be placed in the personnel file of the new employee. For purposes of this policy, the Fire and Police Departments will continue to conduct their own background checks.

(3) Results of the reference check and/or background check will help determine the applicant's fitness for the position.

(4) A recommendation for hire from the department head will be forwarded to the appointing authority for final approval.

2.5e Applicant Notification:

(1) After references are verified and a final decision reached, the candidate will be notified of his/her selection, and an employment offer made, with the request that the offer be accepted or rejected within a set number of days.

(2) If the first offer is rejected, it will be decided by the department head with consultation from the Mayor to make a second offer to the top candidate, or whether to make an offer to hire another candidate, or to reopen the position.

(3) Once a candidate accepts the employment offer, all other candidates interviewed are notified that they were not selected for the position.

(4) In order to assure the City of Springdale hires employees that are legally eligible to work in the United States, the Human Resources Department will follow Federal Guidelines as outlined in the "Employment Eligibility Verification" Form from the U.S. Department of Homeland Security, otherwise known as the I-9 Form. This form will be completed by employees on a post job offer basis and must be completed no later than the first day of employment. All "acceptable documents" (which must be received within 3 working days of an employee's start date) will be photocopied and attached to the I-9 Form completed by the employee. A staff member of the Human Resources Department will verify the authenticity of the documents presented by the employee within 2 business days by submitting the information electronically to "E-Verify". E-Verify is an online system operated jointly by the U.S. Department of Human Services and the Social Security Administration which will insure that the City hires only individuals who are legally eligible to work in the United States. The I-9 Form and the attached documentation will be placed in an electronic I-9 file. When an employee leaves employment from the City, the electronic I-9 information will be placed in the electronic Employee's Personnel File.

PASSED AND APPROVED, this _____ day of _____, 2013.

Doug Sprouse, Mayor

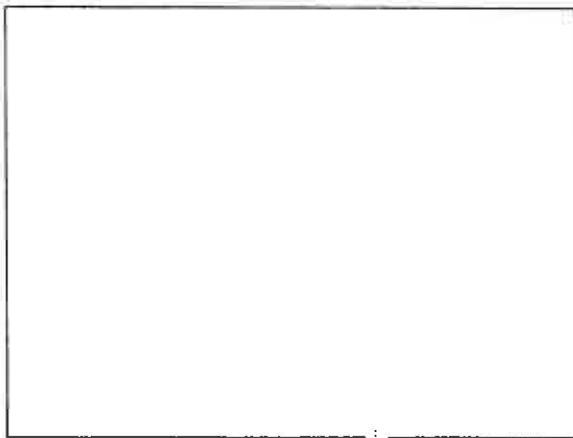
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



ORDINANCE NO. _____

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

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of May 7, 2013 for hearing the matter of a petition of Commercial Computer Services, Inc. requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: 3550 S. 56th Street

Legal description: Tract A:

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, T-17-N, R30-W, Washington County, Arkansas, being more particularly described as beginning a point 188 feet West of the SE $\frac{1}{4}$ of Section 8, and running thence North 300 feet; thence West 636 feet; thence South 300 feet; thence East along the 40 line 636 feet, to the Point of Beginning.

Less & Except:

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, T-17-N, R-30-W, Washington County, Arkansas, described as follows: Beginning at a point 224 feet West of the SE corner of said forty acre tract; thence North 300 feet; thence West 100 feet; thence South 300 feet; thence East 100 feet to the Point of Beginning.

Less & Except

A part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 8, T-17-N, R-30-W, Washington County, Arkansas, and being more particularly described as follows: Beginning at a point which is 424 feet West of the SE corner of said 40 acre tract, and running thence North 300.0 feet; thence East 100.0 feet; thence South 300.0 feet to the public road; thence West with North line of said road 100.0 feet to the Point of Beginning, less and except that portion

on the South side thereof embraced in county road.

Less & Except

A part of the SE ¼ of the SE ¼ of Section 8, T-17-N, R-30-W, Washington County, Arkansas, described as follows: Beginning at a point 624 feet West of the SE corner of said 40 acre tract; thence North 300 feet; thence East 200 feet; thence South 300 feet; thence West 200 feet to the Point of Beginning, containing 1.38 acres more or less

Less & Except

A part of the SE ¼ of the SE ¼ of Section 8, T-17-N, R-30-W, Washington County, Arkansas, described as follows: Beginning at a point 724 feet West of the SE corner of said forty acre tract; thence North 300 feet; thence East 100 feet; thence South 300 feet; thence West 100 feet to the Point of Beginning, subject to all roadways and easements of record.

Less & Except

A part of the SE ¼ of the SE ¼ of Section 8, T-17-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: From the SE corner of the SE ¼ of the SE ¼ of said Section 8, run West 824.0 feet to the Point of Beginning; thence run N 0°36'31" W, 300.0 feet; thence East 100.0 feet; thence S 0°36'31" E, 300.0 feet; thence West 100.0 feet to the Point of Beginning, containing 0.69 acres, more or less, and subject to road Rights-of-Way and easements, whether or not of record, if any.

Tract B:

A part of the SE ¼ of the SE ¼ of Section 8, T-17-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Beginning at the SE corner of the above described 40 acre tract for a beginning corner to the lands hereby intended to be conveyed; then running thence West 188 feet; thence North 300 feet; thence East 188 feet; thence South 300 feet to the beginning corner.

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

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

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

From Agricultural District (A-1) to General Commercial District (C-2).

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

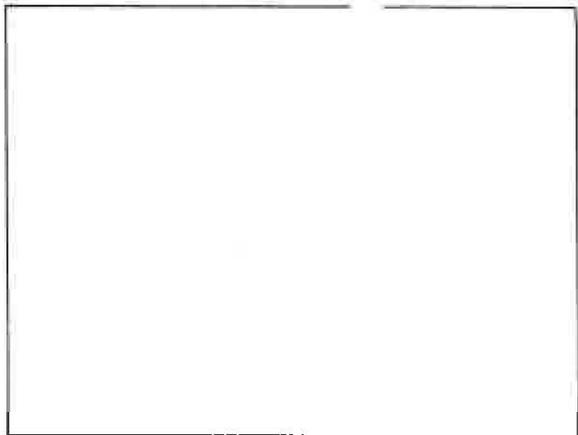


Ernest Cate, City Attorney



APPLICANT: COMMERCIAL COMPUTER SERVICES, INC.
FILE #: R13-12
REZONING REQUEST:
A-1 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO RESIDENTIAL ESTATE DISTRICT (R-E) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of May 7, 2013 for hearing the matter of a petition of Pinkley Farms, Inc. requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to Residential Estate District (R-E)

Layman's Description: NE Corner of Downum & County Line Roads

Legal description: Part of the Southeast Quarter of The Southwest Quarter of Section 20, Township 18 N, Range 30 West, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing p/k nail marking the Southeast Corner of the Southeast Quarter of the Southwest Quarter. Thence along the South line of said Forty, North 89 degrees 11 minutes 38 seconds West, 449.89 feet to an existing p/k nail. Thence leaving said South line, North 00 degrees 11 minutes 55 seconds West, 887.21 feet to an existing rebar and the Point of Beginning. Thence North 89 degrees 12 minutes 30 seconds West, 511.47 feet to a set rebar with cap on the East right of way line of South Downum Road. Thence along said right of way, North 00 degrees 07minutes 38 seconds West, 135.00 feet to a set rebar with cap. Thence leaving said right of way line, South 89 degrees 12 minutes 30 seconds East, 511.30 feet to an existing rebar. Thence South 00 degrees 11minutes 55 seconds East, 135.00 feet to the Point of Beginning, containing 1.58 acres and subject to any Easements of Record.

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

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

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

From Agricultural District (A-1) to Residential Estate District (R-E).

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



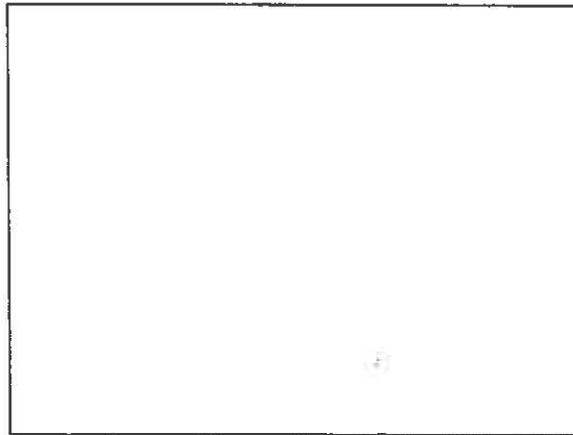
Ernest Cate, City Attorney



Feet
0 150 300
[Scale bar with 10 segments]

APPLICANT: PINKLEY FARMS, INC.
FILE #: R13-14
REZONING REQUEST:
A-1 TO R-E

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013



ORDINANCE NO. _____

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

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of May 7, 2013 for hearing the matter of a petition of Smitco Eateries requesting that the following described tract of real estate be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: 5782 W. Sunset Avenue

Legal description: A part of the east one-half (E ½) of the fractional northeast quarter (NE ¼) of Section 5, Township 17 North (T-17-N), Range 30 West (R-30-W) of the fifth principal meridian, Washington County, Arkansas, and being described as follows: commencing at the southeast corner of the fractional northeast quarter of Section 5, Township 17 North, range 30 West, said point being in the roadway of U.S. Highway 412 (formerly known as U.S. Highway 68); thence along the south boundary line of the fractional NE ¼ and the roadway of U.S. Highway 412, North 87 degrees 37 minutes 31 seconds west 490.00 feet; thence leaving the south boundary line of the fractional NE ¼ and the roadway of U.S. Highway 412, north 02 degrees 41 minutes, 46 seconds East 48.14 feet to a set rebar on the north right of way line of U.S. Highway 412 for the true point of beginning; thence leaving the north right of way line of U.S. Highway 412 and along the west boundary line of a forty foot strip of land as shown on a survey for Jim Rollins and filed for record in Drawer 2 at Slot 494 in the Office of the Washington County Circuit Clerk, North 02, degrees 41 minutes 15 seconds East 611.29 feet to a rebar pin on the south line of Har-Ber Meadows; thence along the south line of Har-Ber Meadows, North 87 degrees, 31 minutes, 39

seconds West, 170.00 feet to a found iron pin; thence south 02 degrees, 41 minutes, 14 seconds west 611.79 feet to a rebar pin set on the north right of way line of U.S. Highway 412, thence along the north right-of-way line of U.S. highway 412, south 87 degrees, 41 minutes 46 seconds East 170.0 feet to the true Point of Beginning, containing 2.387 acres, more or less, subject to easements and right of ways of record.

AND

A part of the East One-Half (E ½) of the Fractional Northeast Quarter (NE ¼) of Section 5, Township 17 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas and being described as follows: Commencing at the Southeast Corner of the Fractional Northeast Quarter of Section 5, Township 17 North, Range 30 West, said point being in the roadway of US Highway 412; thence along the South Boundary Line of the Fractional NE ¼ and the roadway of US Highway 412, North 87 degrees 37' 31" West 490.00 feet; thence leaving the South Boundary Line of the Fractional NE ¼ and the roadway of US Highway 412, North 02 degrees 41' 46" East 48.14 feet to a set rebar pin on the North Right-of-Way Line of US Highway 412 for the TRUE POINT OF BEGINNING; thence leaving the North Right-of-way Line of US Highway 412 and along the West Boundary Line of a forty foot strip of land shown on a survey for Jim Rollins; and filed for recorder in Drawer 2 at Slot 494 in the Office of the Washington County Circuit Clerk, North 02 degrees 41;15" East 611.29 feet to a rebar pin set on the South Line of Har-Ber Meadows; thence along the south Line of Har-Ber Meadows, South 87 degrees 36' 01" East 40.00 feet to a found iron pin; thence leaving the South Line of Har-Ber Meadows and along the West Boundary Line of Warranty Deed 2-21-5662, South 02 degrees 40'38" West 607.21 feet to a found iron pin on the North Right-of-Way Line of US Highway 412; thence along the North Right-of-Way Line of US Highway 412, South 80 degrees 29'28" West 19.58 feet to a found right-of-way monument; thence along the North Right-of-Way Line of US Highway 412, North 87 degrees 41'46" West 20.97 feet to the TRUE POINT OF BEGINNING, containing 0.56 acres, more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

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

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Doug Sprouse, Mayor

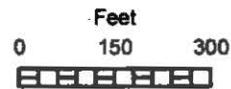
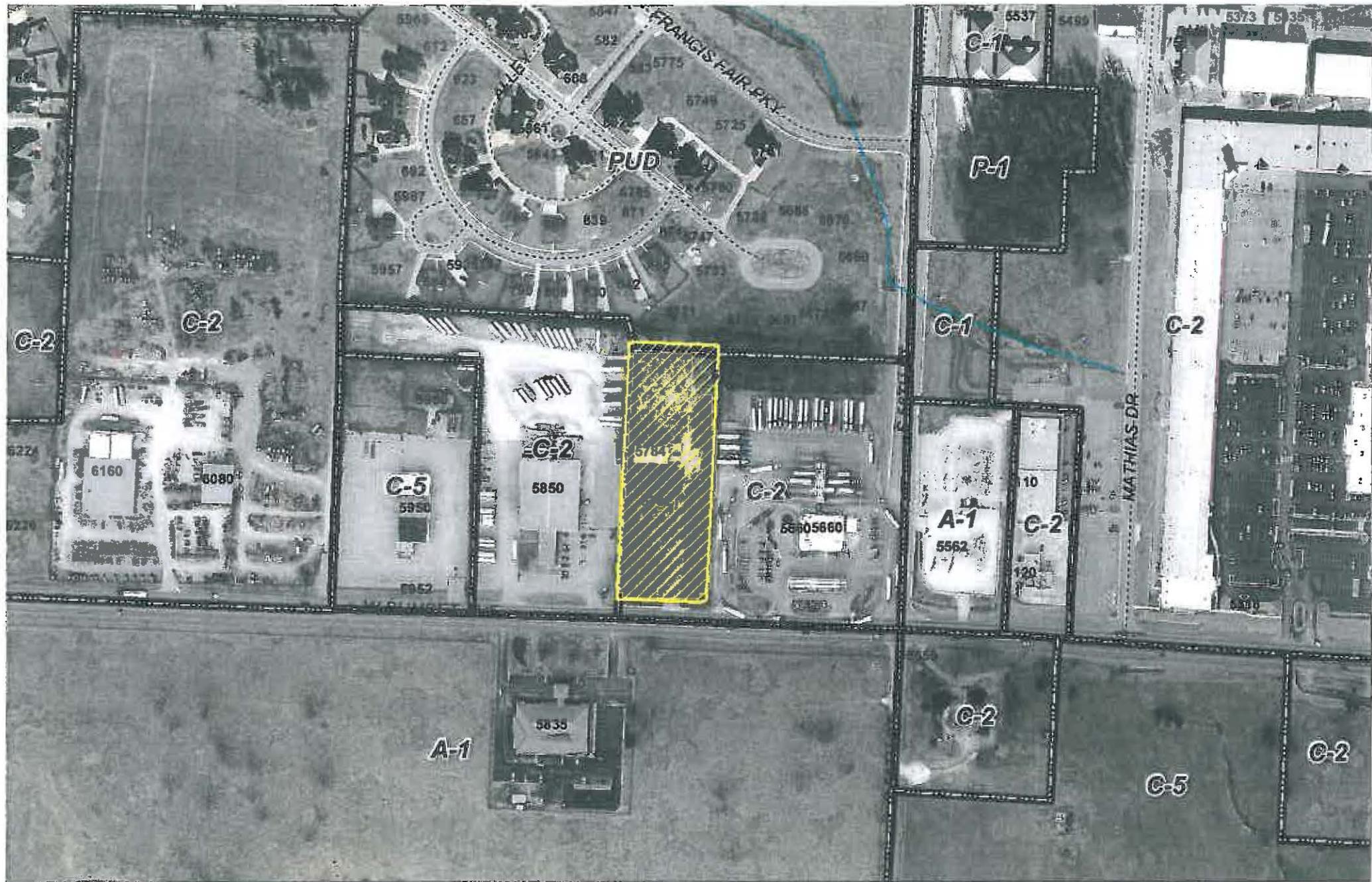
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

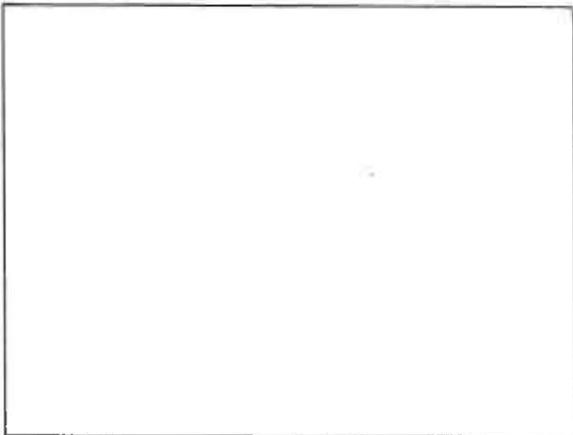


Ernest Cate, City Attorney



APPLICANT: SMITCO EATERIES
FILE #: R13-15
REZONING REQUEST:
C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013



ORDINANCE NO. _____

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

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of May 7, 2013 for hearing the matter of a petition of Dave Chapman requesting that the following described tract of real estate be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: 308 S. Thompson

Legal description: Part of the SE ¼ SE ¼ of Section 35, T-18-N, R-30-W, in Washington County, Arkansas

And being more particularly described as follows, to-wit: From the SE corner of said Section 35, run thence N 00 degrees 54 minutes 00 seconds East 565.5 feet; thence North 88 degrees 16 minutes 47 seconds West 67.3 feet to the Point of Beginning; and running thence North 88 degrees 16 minutes 47 seconds West 255.1 feet; thence South 00 degrees 65 minutes 00 seconds West 5.5 feet; thence North 88 degrees 16 minutes 47 seconds West 318.6 feet; thence North 00 degrees 54 minutes 00 seconds East 100.00 feet; thence South 88 degrees 16 minutes 47 seconds East 5.0 feet; thence North 00 degrees 54 minutes 00 seconds East 120.0 feet; thence South 88 degrees 16 minutes 47 seconds East 306 feet; thence South 00 degrees 54 minutes 00 seconds West 120.0 feet; thence South 88 degrees 16 minutes 47 seconds East 7.6 feet; thence North 00 degrees 54 minutes 00 seconds East 5.5 feet; thence South 88 degrees 16 minutes 47 seconds East 257.71 feet; thence South 02 degrees 23 minutes 44 seconds West 100 feet to the Point of Beginning, containing 2.16 acres, more or less, subject to easements of record, if any.

ALSO, a part of the SE ¼ SE ¼ of Section 35, T-18-N, R-30-W, in Washington County, Arkansas, and being more particularly described as follows, to-wit: From the SE corner of said Section 35, run North 00 degrees 54 minutes 00 seconds East 565.5 feet; thence North 88 degrees 16 minutes 47 seconds West 67.3 feet to the Point of Beginning; and running thence South 02 degrees 23 minutes 44 seconds West 5.5 feet; thence North 88 degrees 16 minutes 47 seconds West 254.97 feet; thence North 00 degrees 54 minutes 00 seconds East 5.5 feet; thence South 88 degrees 16 minutes 47 seconds East 255.10 feet, to the Point of Beginning, and containing 0.03 acres more or less.

LESS AND EXCEPT: a part of the SE ¼ of the SE ¼ of Section 35, T-18-N, R-30-W, in Washington County, Arkansas, and being more particularly described as follows, to-wit; From the SE Corner of the SE ¼ SE ¼ of said Section 35, run thence North 00 degrees 54 minutes 00 seconds East 565.5 feet; thence North 88 degrees 16 minutes 47 seconds West 322.4 feet; thence South 00 degrees 54 minutes 00 seconds West 5.5 feet; thence North 88 degrees 16 minutes 47 seconds West 101.3 feet to the Point of Beginning; thence North 88 degrees 16 minutes 47 seconds West 217.3 feet; thence North 00 degrees 54 minutes 00 seconds East 100.0 feet; thence South 88 degrees 16 minutes 7 seconds East 5.0 feet; thence North 00 degrees 54 minutes 00 seconds East 120.00 feet; thence South 88 degrees 16 minutes 47 seconds East 306.0 feet; thence South 00 degrees 54 minutes 00 seconds West 127.33 feet; thence North 88 degrees 03 minutes 29 seconds West 92.68 feet; thence South 01 degrees 31 minutes 42 seconds West 93.02 feet to the Point of Beginning, containing 1.35 acres, more or less.

ALSO LESS AND EXCEPT: Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SSE ¼) of Section Thirty-five (35), Township Eighteen (18) North, Range Thirty (30) West, and being more particularly described as follows, to-wit: Beginning a point N 0° 54' E 565.5 feet and North 88° 16' 47" W 67.30 feet from the SE corner of said 40 acre tract, and running thence N 2° 23' 44" E. 87.85 feet for a point of beginning of the lands herein conveyed, thence North 2° 23' 44" E 12.15 feet, thence N 88° 16' 47" W 265.31 feet; thence S 0° 54' W 12.15 feet, thence S 88° 16' 47" E 265.31 feet, more or less to the point of beginning and subject to easements of record if any.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

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

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Doug Sprouse, Mayor

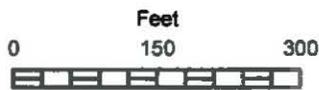
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

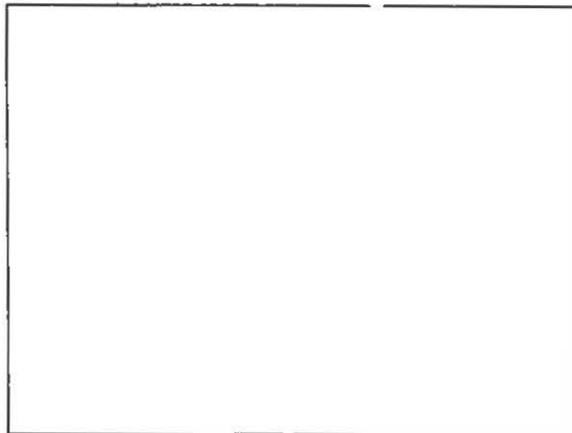


Ernest Cate, City Attorney



APPLICANT: DAVE CHAPMAN
FILE #: R13-16
REZONING REQUEST:
C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO NEIGHBORHOOD OFFICE DISTRICT (O-1) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of May 7, 2013 for hearing the matter of a petition of David Norsworthy requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to Neighborhood Office District (O-1).

Layman's Description: 1176 W. Stultz Road

Legal description: Part of Tract B in a survey of part of the south half of the NE ¼ of the NE ¼ of Section 23, township 18 North, Range 30 West, Benton County, Arkansas, as shown in plat record "O" at page 172, and more particularly described as beginning North 88' 05" East 334.44 feet from the Southwest corner of the said South half of the NE ¼ of the N/E ¼, thence North 654 feet, thence North 88'05" East 157.05 feet, thence South 654 feet, thence South 88'05" West 157.05 feet to the Point of Beginning containing 2.36 acres more or less.

CURRENTLY DESCRIBED AS:

Part of Tract B in a survey of part of the south half of the northeast quarter of the northeast quarter of Section 23, Township 18 North, Range 30 West, Benton County, Arkansas and being more particularly described as follows:

Commencing at the Southwest corner of the South half of the Northeast Quarter of the Northeast Quarter of said Section 23; thence south 86 degrees 05 minutes 25 seconds East 338.58 feet; thence North 02 degrees 23 minutes 45 seconds East 23.16 feet to the POINT OF BEGINNING; Thence North 02 degrees 23 minutes 45 seconds East 647.14 feet; thence South 87 degrees 05 minutes 25 seconds East 157.06 feet to a found nail in a fence post; thence South 02 degrees 23

minutes 11 seconds West 642.26 feet to a found iron pin; thence north 87 degrees 05 minutes 25 seconds West 157.05 feet to the Point of Beginning, containing 2.323 acres (101,211.56 square feet), more or less.

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

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

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

From Agricultural District (A-1) to Neighborhood Office District (O-1).

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013

Doug Sprouse, Mayor

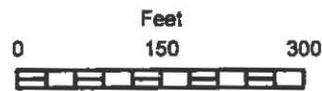
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: DAVID NORSWORTHY
FILE #: R13-18
REZONING REQUEST:
A-1 TO O-1

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
5782 WEST SUNSET AVENUE AS SET FORTH IN
ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on May 7, 2013, on a request by Smitco Eateries, Inc. for a Use Unit Tandem Lot in a Thoroughfare Commercial District (C-5).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yeas and no nays recommends that a conditional use be granted to Smitco Eateries, Inc. for a Use Unit Tandem Lot Split in a Thoroughfare Commercial District (C-5) with the following conditions – the middle lot shall only be used for offices as a use unit 16.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Smitco Eateries, Inc. for a Use Unit Tandem Lot Split in a Thoroughfare Commercial District (C-5) with the following conditions – the middle lot shall only be used for offices as a use unit 16.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: SMITCO EATERIES, INC.
FILE #: C13-05
CONDITIONAL USE REQUEST:
TANDEM LOT SPLIT

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PINKLEY FARMS, INC. IN CONNECTION WITH A LOT SPLIT LS13-09

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to Pinkley Farms, Inc. in connection with a Lot Split LS13-09 and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Pinkley Farms, Inc. including improvements related thereto, drainage, curbs, gutters and sidewalks in connection with a Lot Split LS13-09.

Option 2: Denies a waiver of street improvements to Pinkley Farms, Inc. including improvements related thereto, drainage, curbs and gutters sidewalks in connection with a Lot Split LS13-09.

Option 3: Approves payment in lieu of improvements to Pinkley Farms; Inc. in connection with a lot split LS13-09 estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Pinkley Farms, Inc. including improvements related thereto, drainage, curbs, gutters, and sidewalks to be built in connection with a Lot Split LS13-09

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



0 Feet 300
150

APPLICANT: PINKLEY FARMS, INC.

FILE #: R13-14

REZONING REQUEST:

A-1 TO R-E

*CITY OF SPRINGDALE
PLANNING OFFICE*

**PLANNING COMMISSION MEETING
5/7/2013**

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO POPEYE'S LOUISIANA KITCHEN IN CONNECTION WITH L13-10 A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street light requirement to Sunset Avenue in connection with L13-10 a Large Scale Development and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of streetlight requirement to Sunset Avenue including improvements related thereto, in connection with L13-10 a Large Scale Development.

Option 2: Denies a waiver of streetlight requirements on Sunset Avenue including improvements related thereto, in connection with L13-10 a Large Scale Development.

Option 3: Approves payment in lieu of streetlight requirement on Sunset Avenue in connection with L13-10 a Large Scale Development an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for streetlight requirement on Sunset Avenue in connection with L13-10 a Large Scale Development.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: SMITCO EATERIES
FILE #: R13-15
REZONING REQUEST:
C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
5/7/2013

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO TYSON FOODS, INC. IN CONNECTION WITH PROPOSED IMPROVEMENTS TO TYSON FOODS CORPORATE HEADQUARTERS

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to in connection with Tyson Foods Inc. for proposed improvements to Tyson Foods Corporate Headquarters and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Tyson Foods, Inc. including improvements related thereto, drainage, curbs, gutters and sidewalks in connection with proposed improvements to Tyson Foods Corporate Headquarters.

Option 2: Denies a waiver of street improvements to Tyson Foods, Inc. including improvements related thereto, drainage, curbs and gutters sidewalks in connection with proposed improvements to Tyson Foods Corporate Headquarters.

Option 3: Approves payment in lieu of improvements to Tyson Foods, Inc. in connection with proposed improvements to Tyson Foods Corporate Headquarters an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Tyson Food, Inc. including improvements related thereto, drainage, curbs, gutters, and sidewalks to be built in connection with proposed improvements to Tyson Foods Corporate Headquarters.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

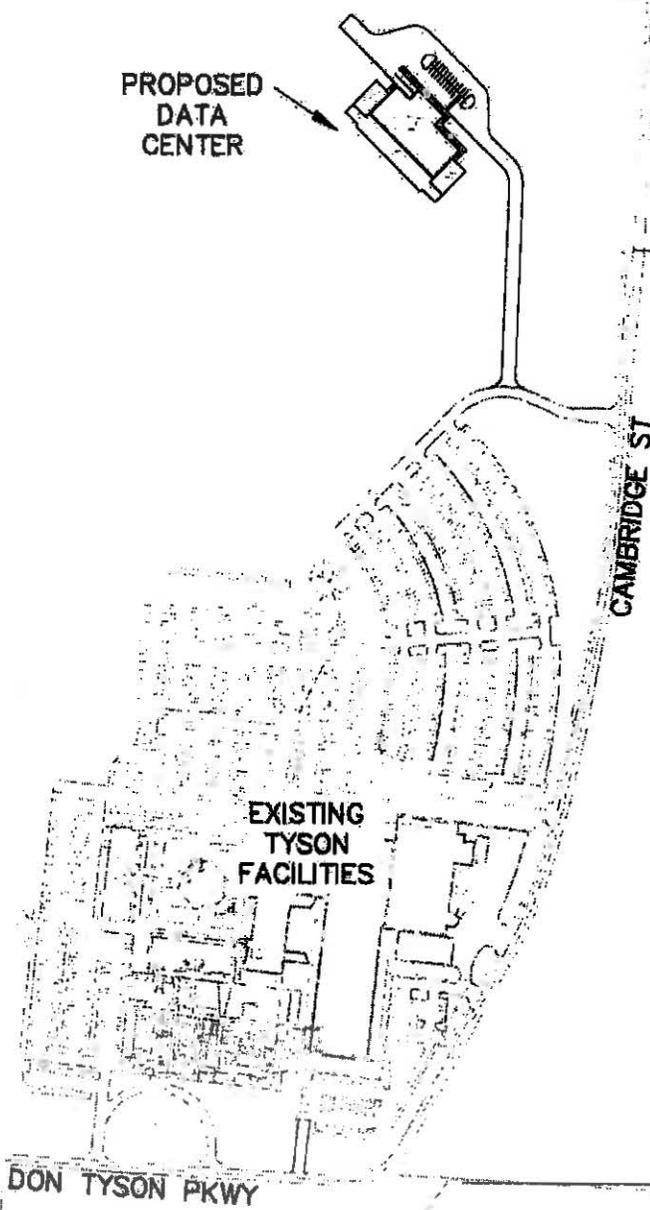
APPROVED AS TO FORM:



Ernest Cate, City Attorney



JOHNSON RD



REFERENCE DWG. #

REVISION:



VICINITY MAP
 TYSON FOODS DATA
 CENTER FACILITY
 SPRINGDALE, AR

© 2013

APPROVED
 JRB
 SCALE
 1" = 400'

DRAWN BY
 LEW
 JOB. NO.
 FY132114

DATE
 APRIL 2013
 FIELD BOOK
 XX

DWG NO.
 A

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING FUNDING FOR
WAYFINDING SIGNS FOR THE CITY OF
SPRINGDALE, ARKANSAS**

WHEREAS, the Northwest Arkansas Council applied for and received a grant not to exceed \$349,800 from the Walton Family Foundation for implementation of a multi-jurisdictional wayfinding program in Northwest Arkansas, and

WHEREAS, the City of Springdale on November 27, 2012, entered into a cooperative agreement with the Northwest Arkansas Regional Planning Commission to coordinate efforts to implement the wayfinding program with an anticipated need of funds from the City of Springdale of \$196,400, and

WHEREAS, funds for this project were not provided in the 2013 budget, and

WHEREAS, the Northwest Arkansas Regional Planning Commission has advertised for competitive bids and is now ready to order the wayfinding signs;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$191,797 of funds from the Capital Improvement Project Fund are hereby authorized for the acquisition of wayfinding signs through the Northwest Arkansas Regional Planning Commission

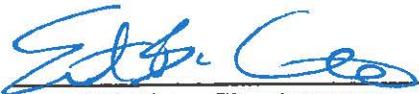
PASSED AND APPROVED this _____ day of _____, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM



Ernest B. Cate, City Attorney

**NORTHWEST ARKANSAS WAYFINDING PROGRAM
FINAL COSTS: MARCH 5, 2013**

BELLA VISTA	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.1.1	3	\$4,649	\$13,947		
VDIR.2.1	2	\$5,448	\$10,896		
VDIR.3.1	1	\$6,121	\$6,121		
VDIR.4	2	\$3,762	\$7,524		
VDIR.5	2	\$4,534	\$9,068		
VDIR.6	13	\$5,761	<u>\$74,893</u>		
TOTAL	23		\$122,449	\$134,000	(\$11,551)

WALTON FOUNDATION / Pilot Project

VDIR.6	<u>11</u>	\$5,761	<u>\$63,371</u>		
WALTON FOUNDATION TOTAL	11		\$63,371	\$68,200	(\$4,829)

MUNICIPALITY TOTAL	12		\$59,078	\$65,800	(\$6,722)
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EUREKA SPRINGS	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.1.3	3	\$4,031	\$12,093		
VDIR.2.3	1	\$4,745	\$4,745		
VDIR.3.3	5	\$5,460	\$27,300		
VDIR.5	3	\$4,534	\$13,602		
VDIR.6	9	\$5,761	\$51,849		
PDIR.1 (strap)	2	\$594	\$1,188		
PDIR.2 (post)	4	\$3,939	\$15,756		
Kiosk (brick)	2	\$5,678	<u>\$11,356</u>		
TOTAL	29		\$137,889	143400	(\$5,511)

WALTON FOUNDATION / Pilot Project

VDIR.1.3	1	\$4,031	\$4,031		
VDIR.3.3	1	\$5,460	\$5,460		
VDIR.5	1	\$4,534	\$4,534		
VDIR.6	<u>8</u>	\$5,761	<u>\$46,088</u>		
WALTON FOUNDATION TOTAL	11		\$60,113	\$60,600	(\$487)

MUNICIPALITY TOTAL	18		\$77,776	\$82,800	(\$5,024)
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FAYETTEVILLE	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.1.2	6	\$4,387	\$26,322		
VDIR.2.2	8	\$5,183	\$41,464		
VDIR.3.2	4	\$5,864	\$23,456		
VDIR.3.2ALT	4	\$5,861	\$23,444		
VDIR.4	2	\$3,762	\$7,524		
VDIR.5	11	\$4,534	\$49,874		
VDIR.6	14	\$5,761	\$80,654		
PDIR.1 (strap)	3	\$594	\$1,782		
PDIR.2.2 (post)	7	\$4,286	\$30,002		
KIOSK.1(posts)	<u>3</u>	\$4,253	<u>\$12,759</u>		
TOTAL	62		\$297,281	\$314,500	(\$17,219)

WALTON FOUNDATION / Pilot Project

VDIR.3.2ALT	3	\$5,861	\$17,583		
VDIR.5	3	\$4,534	\$13,602		

VDIR.6	5	\$5,761	\$28,805		
WALTON FOUNDATION TOTAL	11		\$59,990	\$64,000	(\$4,010)
MUNICIPALITY TOTAL	51		\$237,291	\$250,500	(\$13,209)

LOWELL	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.3.1	1	\$6,121	\$6,121		
VDIR.4	1	\$3,762	\$3,762		
VDIR.5	1	\$4,534	\$4,534		
VDIR.6	3	\$5,761	\$17,283		
TOTAL	6		\$31,700	\$35,800	(\$4,100)
WALTON FOUNDATION / Pilot Project					
VDIR.5	1	\$4,534	\$4,534		
VDIR.6	3	\$5,761	\$17,283		
WALTON FOUNDATION TOTAL	4		\$21,817	\$24,800	(\$2,983)
MUNICIPALITY TOTAL	2		\$9,883	\$11,000	(\$1,117)

ROGERS	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.1.2	2	\$4,387	\$8,774		
VDIR.3.2	7	\$5,864	\$41,048		
VDIR.5	2	\$4,534	\$9,068		
VDIR.6	37	\$5,761	\$213,157		
PDIR.1 (strap)	3	\$594	\$1,782		
PDIR.2.2 (post)	5	\$4,286	\$21,430		
KIOSK.1 (post)	2	\$4,253	\$8,506		
TOTAL	58		\$303,765	\$316,400	(\$12,635)
WALTON FOUNDATION / Pilot Project					
VDIR.6	7	\$5,761	\$40,327		
WALTON FOUNDATION TOTAL	7		\$40,327	\$43,400	(\$3,073)
MUNICIPALITY TOTAL	51		\$263,438	\$273,000	(\$9,562)

SILOAM SPRINGS	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.1.3	4	\$4,031	\$16,124		
VDIR.2.3	4	\$4,745	\$18,980		
VDIR.3.3	13	\$5,460	\$70,980		
VDIR.5	2	\$4,534	\$9,068		
VDIR.6	4	\$5,761	\$23,044		
PDIR.1 (strap)	3	\$594	\$1,782		
PDIR.2.3 (pole)	7	\$3,939	\$27,573		
KIOSK.2(brick)	2	\$5,678	\$11,356		
TOTAL	39		\$178,907	\$175,000	\$3,907
WALTON FOUNDATION / Pilot Project					
VDIR3.3	3	\$5,460	\$16,380		
VDIR.5	1	\$4,534	\$4,534		
VDIR.6	4	\$5,761	\$23,044		
WALTON FOUNDATION TOTAL	8		\$43,958	\$45,000	(\$1,042)

MUNICIPALITY TOTAL	31		\$134,949	\$129,000	\$5,949
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SPRINGDALE	QTY	UNIT PRICE	TOTAL	BUDGET	DIFFERENCE
FULL PROGRAM					
VDIR.1.1	3	\$4,649	\$13,947		
VDIR.2.1	5	\$5,448	\$27,240		
VDIR.3.1	6	\$6,121	\$36,726		
VDIR.3.1ALT	1	\$6,118	\$6,118		
VDIR.4	4	\$3,762	\$15,048		
VDIR.5	3	\$4,534	\$13,602		
VDIR.6	15	\$5,761	\$86,415		
PDIR.1 (strap)	3	\$594	\$1,782		
PDIR.2 (post)	5	\$4,548	\$22,740		
KIOSK.1 (posts)	2	\$4,253	<u>\$8,506</u>		
TOTAL	47		\$232,124	\$239,800	(\$7,676)
WALTON FOUNDATION / Pilot Project					
VDIR.6	7	\$5,761	<u>\$40,327</u>		
WALTON FOUNDATION TOTAL	7		\$40,327	\$43,400	(\$3,073)
MUNICIPALITY TOTAL	40		\$191,797	\$196,400	(\$4,603)

TOTALS	QTY		TOTAL	BUDGET	DIFFERENCE
WALTON FOUNDATION					
Total Qty of Signs	59	Sign Total Allowance	\$329,903		
			<u>\$1,125</u>		
			\$331,028	\$349,800	(\$18,772)
TOTAL WALTON FOUNDATION	59	25%	\$331,028	\$349,800	(\$18,772)
TOTAL MUNICIPALITIES	205	74%	\$974,212	\$1,009,300	(\$35,088)
Allowance			<u>\$8,250</u>		
TOTAL PROJECT COST	264		\$1,313,490	\$1,359,100	(\$45,610)

TOTALS	QTY		TOTAL	BUDGET	DIFFERENCE
ALT NO.1 - 5 Cities + Allowance	156		\$838,748		
REMAINING 2 Cities (minus Ped)			<u>\$143,714</u>		
SUB-TOTAL MUNICIPALITIES			\$982,462	\$1,009,300	(\$26,838)
WALTON FOUNDATION			\$331,028	\$349,800	(\$18,772)
PROJECT TOTAL			\$1,313,490	\$1,359,100	(\$45,610)

	QTY	% Total Signs	Totals	% Cost
Walton Foundation	59	22%	\$331,028	25%
Bella Vista	12	5%	\$59,078	4%
Eureka Springs	18	7%	\$77,776	6%

Fayetteville	51	19%	\$237,291	18%
Lowell	2	1%	\$9,883	1%
Rogers	51	19%	\$263,438	20%
Silom Springs	31	12%	\$134,949	10%
Springdale	40	15%	\$191,797	15%
Allowance			<u>\$8,250</u>	1%
TOTAL	264	100%	\$1,313,490	100%

Included in ALT No.1 (by mistake)

Estimate: Unit Price not provided during bidding

RESOLUTION NO. 142-12

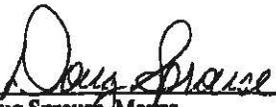
**A RESOLUTION OF THE CITY OF SPRINGDALE,
ARKANSAS, AUTHORIZING THE CITY TO ENTER INTO
A COOPERATIVE AGREEMENT WITH THE
NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION REGARDING THE WAYFINDING
PROGRAM IMPLEMENTATION.**

WHEREAS, the City Council for the City of Springdale, Arkansas finds that it is in the best interest of the citizens of the City of Springdale to enter into a Cooperative Agreement Between the City of Springdale and Northwest Arkansas Regional Planning Commission regarding the Wayfinding Program Implementation;

WHEREAS, a copy of the cooperative agreement is attached hereto as Exhibit "1" and made a part hereof, as though set out herein word for word;

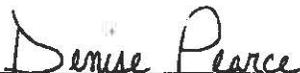
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute the Cooperative Agreement with the Northwest Arkansas Regional Planning Commission, which is Exhibit "1" and made a part hereof, as though set out herein word for word.

PASSED AND APPROVED this 27th day of November, 2012.



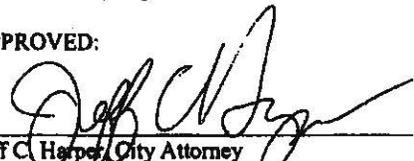
Doug Sprouse, Mayor

ATTEST:



Denise Pearce, City Clerk

APPROVED:



Jeff C. Harper, City Attorney

Cooperative Agreement Between the City of Springdale and the Northwest Arkansas Regional Planning Commission Regarding Wayfinding Program Implementation

I. Purpose

The purpose of this agreement is to establish the terms for the Northwest Arkansas Regional Planning Commission (NWARPC) to coordinate efforts, including procurement, contracting, and financial management activities, to implement a multi-jurisdictional wayfinding program in Northwest Arkansas.

II. Background

In 2011, the Northwest Arkansas Council, a nonprofit organization, applied for and received a grant from the Walton Family Foundation for the design of a regional wayfinding program inclusive of the cities of Fayetteville, Springdale, Lowell, Rogers, Eureka Springs, Siloam Springs and Bella Vista. The Walton Family Foundation further agreed to fund the fabrication and installation of a pilot program, a stem of signage directing to each city's downtown area, provided each city commit to the grantee (NWA Council), that they would complete the wayfinding program, as designed by MERJE Design, by December of 2017. All cities have made their commitment to the grantee, and the grantee has accepted those commitments.

The Northwest Arkansas Council subsequently entered into an agreement with the NWARPC, for the Commission to be the procurement, contracting, and financial management entity for the wayfinding program. The Northwest Arkansas Council will provide funds to the NWARPC, in an amount not to exceed \$349,800, for the fabrication and installation of signs for the "pilot" project. The actual amount shall be based on the amount quoted by the successful bidder, subject to the concurrence of the Regional Wayfinding Committee.

The remainder of the City of Springdale's wayfinding program—the commitment beyond the pilot project—may be implemented concurrent with the pilot project, or staged over a period of time not to exceed 5 years. The NWARPC will act in a like capacity on each city's behalf, in regard to wayfinding program implementation commitments beyond the pilot project. Each city will provide the requisite amount of funds, as per the successful bidder's quote, for completion of the program in their jurisdiction. The schedule for implementation for the post-pilot portion of the wayfinding program, including staging if applicable, shall, along with the funding amount, be subject to acceptance of each city.

In the procurement and contracting process, the Northwest Arkansas Regional Planning Commission will request a price for the fabrication and installation of

the pilot project, as well as a price for the installation of the remainder of the City's program. Such will be done in a manner so as to accommodate each city's respective schedule of implementation.

III. The City Agrees:

- A. To participate in the pilot project, and to complete at its expense, its portion of the remainder of the wayfinding project, as designed by MERJE Design, by December of 2017.
- B. To provide funds to NWARPC in the requisite amount, as per the successful bidder's quote, for completion of the post-pilot project portion of the program within the City of Springdale's jurisdiction. Provided, the schedule for implementation for such portion, including staging if applicable, shall, along with the funding amount, be subject to acceptance of the City of Springdale.
- C. That the Mayor, or his designee, shall represent the City of Springdale on all matters associated with this effort.
- D. That it may be subject to the reimbursement of costs incurred by NWARPC.
- E. That the NWARPC is serving only as a procurement, contracting, and financial management entity for the pilot, as well as the extended project.
- F. That they will not hold the NWARPC liable for damages resulting from disputes arising between the contractor and the City of Springdale.
- G. That they will not hold the Northwest Arkansas Council liable for damages resulting from disputes arising between the contractor and the City of Springdale.
- H. To adhere to the management and maintenance strategy described in the "NWA Regional Wayfinding Program Management and Maintenance Strategy" attached to this document as Exhibit A.

IV. The Northwest Arkansas Regional Planning Commission Agrees:

- A. To act as the procurement, contracting, and financial management entity on behalf of all cities involved in the wayfinding program.
- B. In the procurement process, to request pricing for the fabrication and installation of the pilot project, as well as for the installation of the remainder of the City of Springdale's wayfinding program commitment—with such to be done in a manner so as to accommodate the City's schedule of implementation.
- C. To coordinate all activities associated with the pilot, as well as the extended wayfinding project with the Regional Wayfinding Steering Committee, and to obtain their concurrence on contractor selection.
- D. That the schedule for implementation for the post -pilot project portion of the program, including multi-year staging if applicable, shall, along with the funding amount, be subject to acceptance of the City of Springdale.

- E. They are not responsible for individual disputes between the contractor and the city regarding the details of the project.
- F. To serve as the central point of contact and manager of the wayfinding system as described in the "NWA Regional Wayfinding Program Management and Maintenance Strategy" attached to this document as Exhibit A.

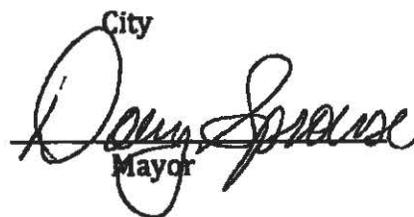
V. Arkansas Freedom of Information Act

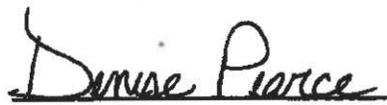
City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a FOIA Request is presented to the City of Springdale, or to the NWARPC, each party will do everything possible to provide the documents in a timely manner as prescribed in the FOIA (A.C.A. 25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOA may be assessed for this compliance.

VI. Changes, Modifications, or Amendments:

Changes, modifications, or amendments to this agreement shall be subject to approval by the parties hereto in advance of the change.

In Witness Whereof, the City of Springdale and the Northwest Arkansas Regional Planning Commission have executed this agreement by their respective authorized representatives, having been authorized to do so by appropriate resolution.

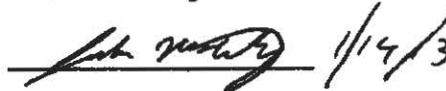
City

Mayor

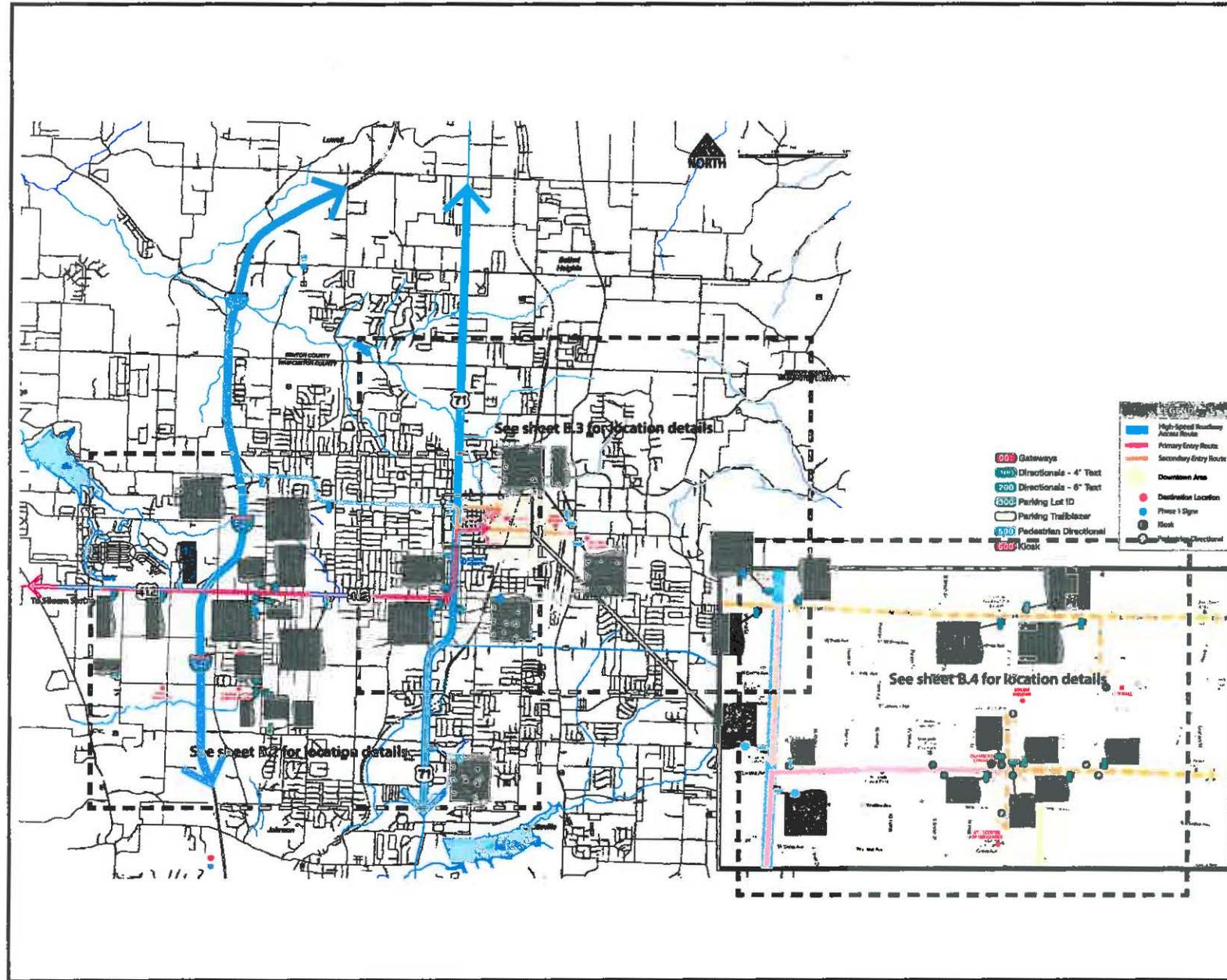

City Clerk

Northwest Arkansas Regional Planning Commission


Director 1/14/13

Witnessed By:

 1/14/13



SPECIFICATIONS

NOTE:
Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.

Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- Gateways
- Directionals - 4" Text
- Directionals - 6" Text
- Parking Lot ID
- Parking Trailblazer
- Pedestrian Directional
- Kiosk

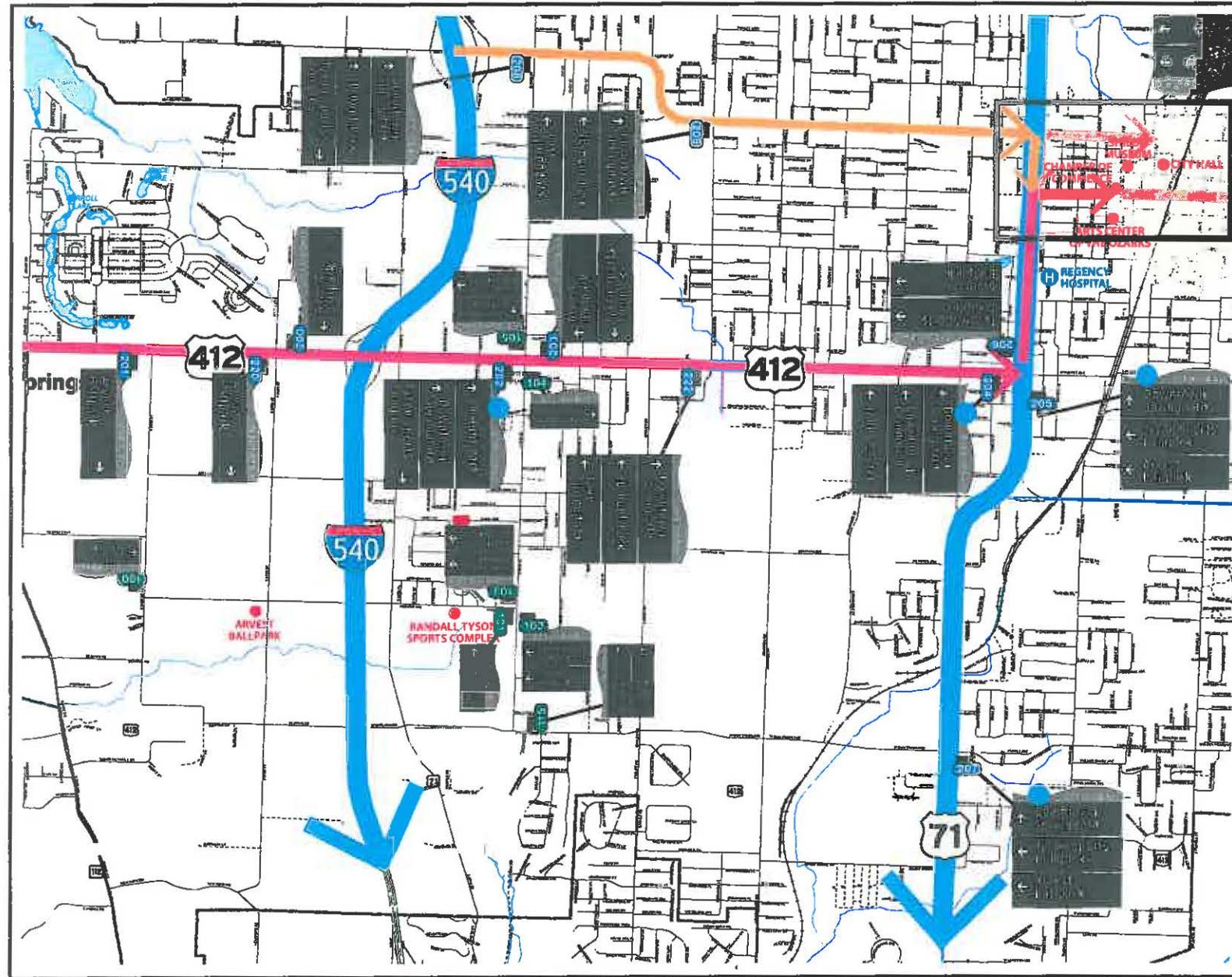
- LEGEND**
- High-Speed Roadway Access Route
 - Primary Entry Route
 - Secondary Entry Route
 - Downtown Area
 - Destination Location
 - Phase 1 Signs
 - Kiosk
 - Pedestrian Directional

ENVIRONMENTS & EXPERIENCES

merje

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.298.0848
A R T H O R S

SUBCONSULTANT	
DATE 05/25/2012	CLIENT / PROJECT City of Springdale, AR NWA Regional Wayfinding System
DRAWN BY: PR	PROJECT NO.
<small>These drawings are meant for DESIGN PURPOSE ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions if possible. This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be provided by client and legal requirements checked by legal department.</small>	SHEET TITLE Regional Sign Location Plan
REVISIONS 07/23/2012 10/18/2012 12/20/2012	SHEET NO. B.1



SPECIFICATIONS

NOTE:
Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.

Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- 4000 Gateways
- 500 Directionals - 4" Text
- 200 Directionals - 6" Text
- 4100 Parking Lot ID
- Parking Trailblazer
- 500 Pedestrian Directional
- 6000 Kiosk

LEGEND

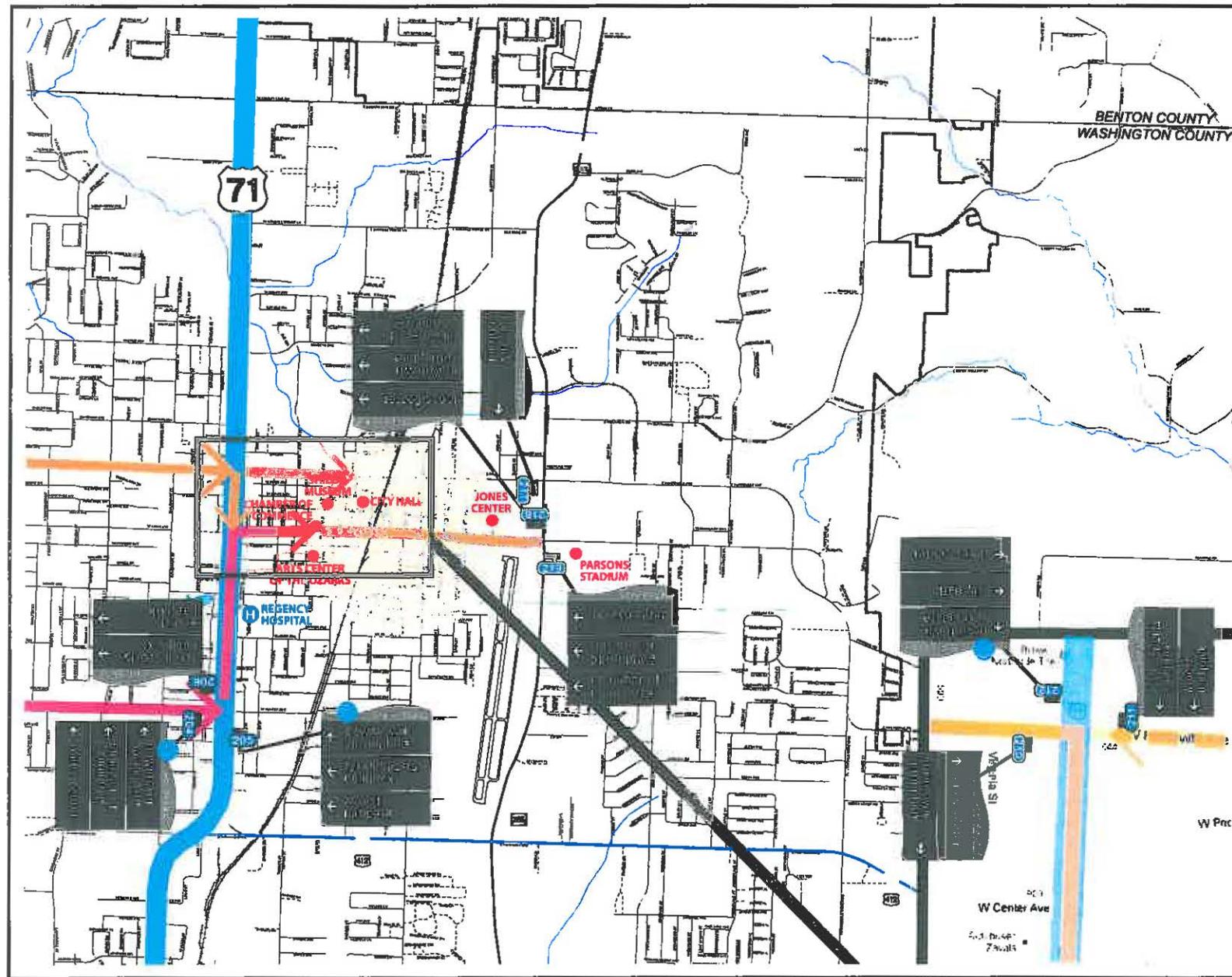
- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location
- Phase I Signs
- Kiosk
- Pedestrian Directional

ENVIRONMENTS & EXPERIENCES

merje

120 North Church Street
Suite 208
West Chester, PA 19380
T 484.286.0849
www.merje.com

SUBCONSULTANT	
DATE 05/25/2012	CLIENT / PROJECT
DRAWN BY: PR	City of Springdale, AR NWA Regional Weyfinding System
<small>These drawings are issued for CONSTRUCTION ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents. The office shall be notified of any variations from the dimensions and conditions shown on this drawing. Any drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy shall be provided by client and legal requirements checked by legal department.</small>	PROJECT NO.
	SHEET TITLE
	Sign Location Plan
REVISIONS 07/23/2012	SHEET NO.
10/18/2012	
12/20/2012	B.2



SPECIFICATIONS

NOTE:
Refer to City of Springdale, Arkansas, signage system overview for the specific sign types, and material call outs.
Refer to City of Springdale, Arkansas, message schedule for all sign type messages, location numbers and quantities.

- 0100 Gateways
- 100 Directionals - 4" Text
- 200 Directionals - 6" Text
- 300 Parking Lot ID
- 400 Parking Trailblazer
- 500 Pedestrian Directional
- 600 Kiosk

LEGEND

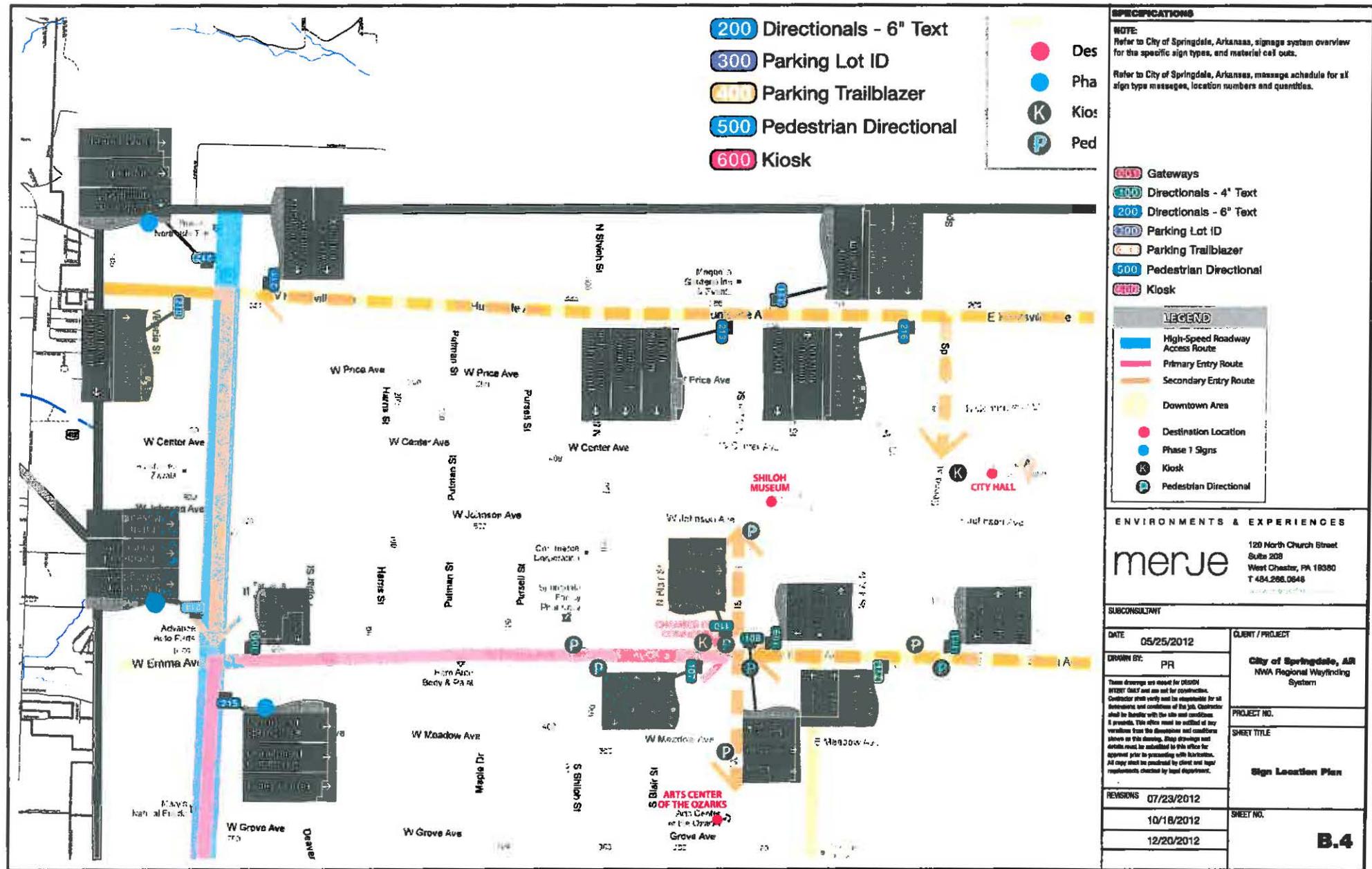
- High-Speed Roadway Access Route
- Primary Entry Route
- Secondary Entry Route
- Downtown Area
- Destination Location
- Phase 1 Signs
- K Kiosk
- P Pedestrian Directional

ENVIRONMENTS & EXPERIENCES

merje
120 North Church Street
Suite 208
West Chester, PA 19380
T 484.268.0848

SUBCONSULTANT

DATE	05/25/2012	CLIENT / PROJECT	City of Springdale, AR NWA Regional Wayfinding System
DRAWN BY:	PR	PROJECT NO.	
<p>These drawings are issued for DESIGN INTENT ONLY and are not for construction. Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions. If problems, this office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication. All copy work be provided by client and legal requirements checked by legal department.</p>		SHEET TITLE	Sign Location Plan
REVISIONS	07/23/2012	SHEET NO.	B.3
	10/18/2012		
	12/20/2012		



SIGN MESSAGE SCHEDULE

MERJE | ENVIRONMENTS AND EXPERIENCES
 120 N. Church Street
 Suite 208
 West Chester, PA 19380
 484.266.0648
 www.merjedesign.com

Client: City of Springdale, Arkansas

Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:

Submittal: **FINAL**

Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	100	VDIR.1	1		SPRINGDALE < Arvest Ballpark	Locate a minimum 50 ft from intersection of Watkins Ave, preferably at property line. Note: An easement may be required. Confirm ROW.
2	101	VDIR.1	1		SPRINGDALE < Downtown Springdale	Locate a minimum 100 ft from intersection of 40th St.
2	102	VDIR.2	1		SPRINGDALE < Tyson Sports Complex < Arvest Ballpark	Locate a minimum 100 ft from intersection of Watkins Ave.
2	103	VDIR.2	1		SPRINGDALE > Tyson Sports Complex > Arvest Ballpark	Locate a minimum 50 ft from intersection of Watkins Ave.
2	104	VDIR.1	1		SPRINGDALE > Downtown Springdale	Locate a minimum 50 ft from intersection of (412) Sunset Ave.
2	105	VDIR.2	1		SPRINGDALE ^ Tyson Sports Complex > Arvest Ballpark	Locate a minimum 50 ft from intersection of Watkins Ave.

SIGN MESSAGE SCHEDULE

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Client: City of Springdale, Arkansas

Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:

Submittal: **FINAL**

Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	106	VDIR.2	1		<p>SPRINGDALE</p> <p>< Tyson Sports Complex</p> <p>< Arvest Ballpark</p>	<p>Locate a minimum 100 ft from intersection of (71) Thompson St.</p> <p>Note: An easement may be required. Confirm ROW.</p>
2	107	VDIR.3	1		<p>SPRINGDALE</p> <p>^ Parsons Stadium</p> <p>< Shiloh Museum</p> <p>> Arts Center of Ozarks</p>	<p>Locate a minimum 100 ft from intersection of Main St. Position in brick pavers of sidewalk.</p>
2	108	VDIR.3	1		<p>SPRINGDALE</p> <p>^ Shiloh Museum</p> <p>> Jones Center</p> <p>> Parsons Stadium</p>	<p>Locate in planter bed across Emma Ave, visible to traffic traveling north on Main St., at stop sign.</p>
2	109	VDIR.3	1		<p>SPRINGDALE</p> <p>^ Chamber of Commerce</p> <p>< Arts Center of Ozarks</p> <p>> Shiloh Museum</p>	<p>Locate in planter bed prior to tree, approx. 200 ft east from intersection of Main St.</p>
2	110	VDIR.3	1		<p>SPRINGDALE</p> <p>^ Arts Center of Ozarks</p> <p>< Jones Center</p> <p>< Parsons Stadium</p>	<p>Locate a minimum 50 ft from intersection of Emma Ave.</p>

SIGN MESSAGE SCHEDULE

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Client: City of Springdale, Arkansas

Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:

Submittal: **FINAL**

Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	112	VDIR.3	1		SPRINGDALE ^ Jones Center < City Hall < Spring St	Replace existing Spring St sign, with City Hall sign applied.
2	113	VDIR.3	1		SPRINGDALE ^ Shiloh Museum > City Hall > Spring St	Replace existing Spring St sign, with City Hall sign applied.
2	115	VDIR.2	1		SPRINGDALE > Tyson Sports Complex > Arvest Ballpark	School zone 20 mph posted. Locate in grass next to retaining wall, a minimum of 50 ft from intersection of 40th St. Note: An easement may be required. Confirm ROW. May require a shorter post for location.
2	200	VDIR.4	1		SPRINGDALE < Arvest Ballpark	Replace existing sign located prior to intersection of 58th St.
2	201	VDIR.4	1		SPRINGDALE > Arvest Ballpark	Replace existing sign located prior to intersection of 64th St.
1	202	VDIR.6	1		SPRINGDALE ^ JB Hunt Park ^ Downtown Springdale > Tyson Sports Complex	Locate a minimum of 100 ft from intersection of 40th St.

SIGN MESSAGE SCHEDULE

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Client: City of Springdale, Arkansas

Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:

Submittal: FINAL

Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	203	VDIR.5	1		SPRINGDALE ^ Arvest Ballpark < Tyson Sports Complex	Locate a minimum of 200 ft from intersection of 40th St, position north side of sidewalk. Note: An easement may be required. Confirm ROW.
1	204	VDIR.6	1		SPRINGDALE < Downtown Springdale < Chamber of Commerce < Jones Center	Locate 100 ft west of Hospital/Airport directional sign, prior to intersection of (71) Thompson St. Note: Recommend City coordinate relocation of JCT 71B route sign.
1	205	VDIR.6	1		SPRINGDALE ^ Downtown Springdale < Tyson Sports Complex < Arvest Ballpark	Locate in grass area, next to utility wood pole, 100 ft south of 412 directional sign location, 390 ft south of intersection of (412) Sunset Ave.
2	206	VDIR.5	1		SPRINGDALE > Tyson Sports Complex > Arvest Ballpark	Locate a minimum of 100 ft from intersection of (412) Sunset Ave.
1	207	VDIR.6	1		SPRINGDALE ^ Downtown Springdale < Tyson Sports Complex < Arvest Ballpark	Locate 90 ft south of Springdale Dodge driveway (with black mailbox), south of intersection of Don Tyson Parkway.

SIGN MESSAGE SCHEDULE

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Client: City of Springdale, Arkansas

Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:

Submittal: FINAL

Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	208	VDIR.6	1		SPRINGDALE ^ Downtown Springdale ^ JB Hunt Park > Tyson Sports Complex	Locate a minimum of 100 ft from intersection of 40th St.
2	209	VDIR.6	1		SPRINGDALE ^ Downtown Springdale < JB Hunt Park < Lake Springdale	Locate a minimum of 200 ft from intersection of 40th St.
2	210	VDIR.3 ALT	1		SPRINGDALE ^ Jones Center > Downtown Springdale	* This is a single-post application, with 6 inch messages. Locate a minimum of 100 ft from intersection of (71) Thompson St. Note: Sloped concrete location will require a unique footer, and shorter post application.
2	211	VDIR.5	1		SPRINGDALE < Tyson Sports Complex < Arvest Ballpark	Locate between fire hydrant and storm sewer, approx. 250 ft from intersection of (71) Thompson St. Note: An easement may be required. Confirm ROW.
1	212	VDIR.6	1		SPRINGDALE ^ Downtown Springdale < City Hall < Jones Center	Locate 15 ft north of shopping center entryway curb, aligned with Conoco Sign.

SIGN MESSAGE SCHEDULE

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 www.merjedesign.com

Client: City of Springdale, Arkansas

Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:
Submittal: FINAL
Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	213	VDIR.6	1		<p>SPRINGDALE</p> <ul style="list-style-type: none"> > Shiloh Museum > Chamber of Commerce > Arts Center of Ozarks 	<p>Locate a minimum of 100 ft from intersection of Main St.</p> <p>Note: An easement may be required. Confirm ROW.</p>
1	214	VDIR.6	1		<p>SPRINGDALE</p> <ul style="list-style-type: none"> < Downtown Springdale < Chamber of Commerce < Shiloh Museum 	<p>Replace existing "Springdale Business Dist." green sign. Locate next to Boost Mobile sign, and MUST be north of utility wood pole.</p>
1	215	VDIR.6	1		<p>SPRINGDALE</p> <ul style="list-style-type: none"> > Downtown Springdale > Chamber of Commerce > Jones Center 	<p>Locate between stone/flower beds, just south of black pedestrian light post.</p> <p>ALT LOCATION: City to review and coordinate sign location in stone/flower bed closest to Meadow Ave.</p>
2	216	VDIR.6	1		<p>SPRINGDALE</p> <ul style="list-style-type: none"> ^ Jones Center ^ Parsons Stadium > City Hall 	<p>Locate a minimum of 100 ft from intersection of Spring St.</p> <p>Note: An easement may be required. Confirm ROW.</p>
2	217	VDIR.4	1		<p>SPRINGDALE</p> <ul style="list-style-type: none"> > Parsons Stadium 	<p>Locate a minimum of 100 ft from intersection of (285) Old Missouri Rd.</p> <p>Note: An easement may be required. Confirm ROW.</p>

SIGN MESSAGE SCHEDULE

MERJE | ENVIRONMENTS AND EXPERIENCES
 120 N. Church Street
 Suite 208
 West Chester, PA 19380
 484.266.0648
 www.merjedesign.com

Client: City of Springdale, Arkansas
 Project: NW Arkansas
 Regional Wayfinding and Signage Program

Project No.:
 Submittal: FINAL
 Date: 12/20/2012

Phase	LocationNo.:	Sign Type:	Qty.:	Sheet No.:	Message:	Comments:
2	218	VDIR.6	1		SPRINGDALE > Jones Center > Downtown Springdale > Chamber of Commerce	Locate a minimum of 100 ft from intersection of Emma Ave. Note: An easement may be required. Confirm ROW.
2	219	VDIR.6	1		SPRINGDALE < Jones Center < Downtown Springdale < Chamber of Commerce	Locate a minimum of 200 ft from intersection of (265) Old Missouri Rd. Note: An easement may be required. Confirm ROW.
2	220	VDIR.4	1		SPRINGDALE > Arvest Ballpark	Locate in grass bump-out to sidewalk, approx. 25-30 ft from Legacy Bank entryway curb. Note: Confirm location/placement with Legacy Bank owner prior to installation.
2	221	VDIR.6	1		SPRINGDALE < Shiloh Museum < Chamber of Commerce < Arts Center of the Ozarks	Locate a minimum of 200 ft from intersection of Main St. Note: An easement may be required. Confirm ROW. REMOVE existing sign further east down the road.
2	222	VDIR.6	1		SPRINGDALE ^ Downtown Springdale < JB Hunt Park < Lake Springdale	Locate a minimum of 200 ft from intersection of Gutensohn Road. Note: An easement may be required. Confirm ROW.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY LOCATED AT 602 CAUDLE
AVENUE, SPRINGDALE, ARKANSAS**

WHEREAS, this acquisition of this property, consisting of approximately 9,936 sq. ft. is needed for construction of the trail system and the construction of a street round-about, and

WHEREAS, the property has been appraised for \$30,000, and

WHEREAS, the owner has agreed sell this property for the appraised value;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of and tender payment from the Capital Improvement Fund for approximately 9,936 sq. ft. located at the east 602 Caudle Avenue in Springdale, with a total purchase price of \$ 30,000.

PASSED AND APPROVED this 28th day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

General Addendum

Page 1 of 2



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Form Serial Number: **037720-000136-8649842**

Regarding the Real Estate Contract (Form Serial Number **087701-700136-3962592**) dated (month) **April** (day) **11**, (year) **2013**, between Buyer/Lessee,

The City of Springdale (by Wyman Morgan)

, and Seller/Lessor,

Melissa Sue Rosenberg

, covering the real property known as

602 Caudle Avenue, Springdale, Arkansas

(the "Property"), the undersigned Buyer/Lessee and Seller/Lessor, in consideration for the covenants, agreements and promises made below and other good and valuable consideration, receipt and sufficiency being acknowledged, agree as follows:

Purchase price to be adjusted to \$30,000.00 as per current appraisal.

(Page 1 of 2)

General Addendum

Page 2 of 2



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This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

EXPIRATION: This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on or before (month) May (day) 20, (year) 2013, at 5:00 (a.m.) (p.m.)

THIS IS A LEGALLY BINDING ADDENDUM WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2013

FORM SERIAL NUMBER: 037720-000136-8648242

The above General Addendum is executed on (month) May (day) 15, (year) 2013, at (a.m.) (p.m.)

Lindsey & Associates, Inc.

Selling Firm
Signature: Leslie Miller Kemp

Signature: W. Morgan

Printed Name: Leslie Miller Kemp
Principal or Supervising Broker

Printed Name: The City of Springdale/ W. Morgan
Buyer

Signature: Nadine Yates

Signature: _____

Printed Name: Nadine Yates
Selling Agent

Printed Name: _____
Buyer

The above General Addendum is executed on (month) _____ (day) _____, (year) _____, at (a.m.) (p.m.)

Lindsey & Associates, Inc.

Listing Firm
Signature: Leslie Kemp

Signature: Melissa Sue Rosenberg

Printed Name: Leslie Kemp
Principal or Supervising Broker

Printed Name: Melissa Sue Rosenberg
Seller

Signature: Nadine Yates

Signature: _____

Printed Name: Nadine Yates
Listing Agent

Printed Name: _____
Seller

(Page 2 of 2)

Inspection, Repair and Survey Addendum



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Page 2 of 4

Form Serial Number: 021102-000136-8650057

This Inspection, Repair and Survey Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein.

THIS IS A LEGALLY BINDING ADDENDUM WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

(month) April (day) 28, (year) 2013, at 12:00 (a.m.) (p.m.).

Lindsey & Associates, Inc.

Selling Firm

Signature: Leslie Miller Kemp

Signature: W. Morgan

Printed Name: Leslie Miller Kemp
Principal or Supervising Broker

Printed Name: The City of Springdale/ W. Morgan
Buyer

Signature: Nadine Yates

Signature: _____

Printed Name: Nadine Yates
Selling Agent

Printed Name: _____
Buyer

(SELECT ONE)

2A. REAL ESTATE CONTRACT RESIDENTIAL - SELLER'S RECEIPT OF REPAIR LIST: List of repairs needed was submitted to Seller or Listing Firm within ten (10) business days as allowed by the Real Estate Contract Residential. Seller will respond to Buyer's request within five (5) business days after date received with the exception of Third-Party Requirements, which will be delivered in a timely manner upon receipt.

2B. REAL ESTATE CONTRACT NEW CONSTRUCTION - SELLER'S RECEIPT OF PUNCH LIST ITEMS: List of Punch List Items was submitted to Seller or Listing Firm within _____ business days as allowed by the Real Estate Contract (New Construction).

(month) May (day) 15, (year) 2013, at 2:00 (a.m.) (p.m.).

Lindsey & Associates, Inc.

Listing Firm

Signature: Leslie Miller Kemp

Signature: Melissa Sue Rosenberg

Printed Name: Leslie Kemp
Principal or Supervising Broker

Printed Name: Melissa Sue Rosenberg
Seller

Signature: Nadine Yates

Signature: _____

Printed Name: Nadine Yates
Listing Agent

Printed Name: _____
Seller

(Page 2 of 4)

Inspection, Repair and Survey Addendum

Page 3 of 4



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Form Serial Number: 021102-000136-0650061

TO BE COMPLETED WHEN SELLER RECEIVES REPAIR LISTS EXCLUDING THIRD-PARTY REQUIREMENTS IF NOT AVAILABLE OR NEW CONSTRUCTION PUNCH LIST ITEMS

3. SELLER'S RESPONSE TO REPAIR LIST:

- A. Seller agrees to complete the list of repairs listed in Paragraph 1 of this Inspection, Repair and Survey Addendum, subject to the terms and conditions of the Real Estate Contract
- B. Other:
No repairs requested.

(month) May (day) 15, (year) 2013, at 2:00 (a.m.) (p.m.)

Lindsey & Associates, Inc.

Selling Firm
 Signature: [Signature]
 Printed Name: Leslie Kemp
 Principal or Supervising Broker

Signature: [Signature]
 Printed Name: Melissa Sue Rosenberg
 Seller

Signature: [Signature]
 Printed Name: Nadine Yates
 Listing Agent

Signature: _____
 Printed Name: _____
 Seller

4. BUYER'S RESPONSE:

- A. Buyer agrees to Paragraph 3 of this Inspection, Repair and Survey Addendum.
- B. Buyer does not agree to Paragraph 3 of this Inspection, Repair and Survey Addendum. See General Addendum Form Serial Number _____

(month) May (day) 15, (year) 2013, at 4:00 (a.m.) (p.m.)

Lindsey & Associates, Inc.

Selling Firm
 Signature: [Signature]
 Printed Name: Leslie Miller Kemp
 Principal or Supervising Broker

Signature: [Signature]
 Printed Name: The City of Springdale/ W. Morgan
 Buyer

Signature: [Signature]
 Printed Name: Nadine Yates
 Selling Agent

Signature: _____
 Printed Name: _____
 Buyer

(Page 3 of 4)

Real Estate Contract (Residential)



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Page 1 of 10

Form Serial Number: 087701-700136-3962592

1. PARTIES: The City of Springdale

(Individually or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property"):

2. This Property is Single family detached home with land One-to-four attached dwelling with land
 Manufactured / Mobile Home with land Condominium / Town Home
(See Condominium/Town Home Addendum Serial No. _____)

ADDRESS AND LEGAL DESCRIPTION:

House and lot located at 602 Candler Ave
in Springdale, Arkansas.
Lot # 27 Blk 1 Haggersons Add / Washington City

3. PURCHASE PRICE: Subject to the following conditions, Buyer shall pay the following to Seller and assume the following obligations of Seller (if so stated in Paragraph 3B) for the Property (the "Purchase Price"):

WDM A. PURCHASE PURSUANT TO NEW FINANCING: Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, the Purchase Price shall be the exact sum of\$ 39,500 *WDM*
with Buyer paying the sum of\$ _____ *ML*
in cash at Closing as down payment, with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

(i) NEW LOAN: Subject to the Buyer's ability to obtain a loan to be secured by the Property in the amount of.....\$ _____
with such loan to be payable over a period of _____ years.

Discount points not to exceed _____ % of loan at Closing. Interest rate will be:

- Fixed rate not to exceed _____ % per annum (see below)
 Variable rate with an initial rate not to exceed _____ % per annum
and a maximum rate not to exceed _____ % per annum (see below)

If the loan rate in Paragraph 3A(i) is available at time of application and Buyer chooses not to lock in loan rate at application through time of Closing, Buyer agrees to accept prevailing loan rate at the time of Closing.

Loan type will be:

Conventional. Mortgage Insurance: Not applicable Paid as follows: _____

VA. Funding fee paid as follows: (Continues on Page 2 of 10, for "VA NOTICE TO BUYER") _____

FHA. Items to be financed: (Continues on Page 2 of 10, for "FHA NOTICE TO BUYER") _____

USDA-RD. Items to be financed: _____

(ii) OTHER FINANCING: Subject to Buyer's ability to obtain financing in the amount of.....\$ _____
from a source and being payable as follows: _____

B. PURCHASE PURSUANT TO LOAN ASSUMPTION (See Loan Assumption Addendum attached)

C. PURCHASE PURSUANT TO CASH: Cash at Closing in the exact sum of.....\$ 39,500

(Page 1 of 10)

Real Estate Contract (Residential)

Page 2 of 10



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Form Serial Number: 087701-700136-3962592

3. PURCHASE PRICE: (continued from Page 1)

IF LOAN TYPE IS VA, I ACKNOWLEDGE THE FOLLOWING "VA NOTICE TO BUYER:"

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not incur any penalty by forfeiture of Earnest Money (if any) or otherwise be obligated to complete this purchase of the Property described herein, if the Real Estate Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. Buyer shall, however, have the privilege and option of consummating this Real Estate Contract without regard to the amount of the reasonable value of the Property established by the Department of Veterans Affairs. If Buyer elects to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, Buyer shall pay such excess amount in cash from a source which Buyer agrees to disclose to the Department of Veterans Affairs and which Buyer represents will not be from borrowed funds. If Department of Veterans Affairs reasonable value of the Property is less than the Purchase Price, Seller may reduce the Purchase Price to an amount equal to the Department of Veterans Affairs reasonable value and the parties to the sale shall close at such lower Purchase Price with appropriate adjustments to Paragraph 3 above.

IF LOAN TYPE IS FHA, I ACKNOWLEDGE THE FOLLOWING "FHA NOTICE TO BUYER:"

It is expressly agreed, notwithstanding any other provisions of this Real Estate Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money Deposits (if any) or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ _____. Buyer shall have the privilege and option of consummating this Real Estate Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

We hereby certify the terms and conditions of this Real Estate Contract are true to the best of our knowledge and belief and any other agreement entered into by any of the parties in connection with this real estate transaction is part of, or attached to, this Real Estate Contract.

Buyer has received HUD/FHA's Form No. HUD-92564-CN, "For Your Protection: Get a Home Inspection."

4. AGENCY:

A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER: Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller

B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER: Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.

C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER: Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:

(i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.

(ii) by selecting this option 4C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.

(iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.

D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM) Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents involved in this Real Estate Contract only represent Buyer.

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Serial#: 087701-700136-3962592
Prepared by:

Real Estate Contract (Residential)

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Form Serial Number: 087701-700136-3962592

5. LOAN AND CLOSING COSTS: Unless otherwise specified, all of Buyer's closing costs, including origination fees, assumption fees, loan costs, prepaid items, loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fees charged by Closing Agent(s), are to be paid solely by Buyer except for costs that cannot be paid by Buyer. If Buyer is obtaining a VA or FHA loan, the "Government Loan Fees" shall be paid by Seller, up to the sum of \$ _____ (the "Seller Loan Cost Limit"), which is not included in any loan or closing cost provisions listed below. Notwithstanding any provision to the contrary, should the Government Loan Fees exceed the Seller Loan Cost Limit, Seller shall have the option to either pay such excess amount or terminate this Real Estate Contract and have the Earnest Money (if any) returned to Buyer. Seller is to pay Seller's closing costs.

N/A

Should Buyer be entitled to a credit at Closing for repairs pursuant to Paragraph 15 of this Real Estate Contract, the amount of such credit shall be reflected on the HUD-1 settlement statement. Buyer and Seller warrant all funds received by Buyer from Seller (or other sources) will be disclosed to the Closing Agent(s) and reflected on the HUD-1 settlement statement.

6. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 6, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

7. NON-REFUNDABLE DEPOSIT The Non-Refundable Deposit (Hereinafter referred to as the Deposit) is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal from market the aforementioned property in Paragraph 2. The Deposit is not refundable to the Buyer unless failure to close is exclusively the fault of the Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding Deposit. Buyer expressly acknowledges The Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

A. The Non-Refundable Deposit is not applicable.

B. Buyer will pay to Seller the Deposit in the amount of \$ _____

i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.

ii. Within 3 business days of execution of Paragraph 4(a) of the Inspection Repair & Survey Addendum the Non-Refundable Deposit will be provided to the seller.

iii. Other: _____

8. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 28. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

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Prepared by:

Real Estate Contract (Residential)



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9. TITLE REQUIREMENTS: Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.
- B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance cost in excess of the cost of a standard owner's title policy.
- C. Buyer and Seller shall equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).
- D. Other:

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

10. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 10A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- A. A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing property lines only showing all improvements, easements and any encroachments will be provided and paid for by: Buyer Seller Equally split between Buyer and Seller.
- B. No survey shall be provided.
- C. Other:

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

11. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein. Buyer and Seller agree to prorate general ad valorem taxes based on the best information available at Closing. Buyer and Seller agree to hold any Closing Agent(s) selected by Buyer and Seller, Listing Firm and Selling Firm harmless for error in such tax proration computation caused by unknown facts or erroneous information (or uncertainty) regarding the Homestead Tax Exemption adopted by the voters of the State of Arkansas in the Year 2000, as amended from time to time.

12. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein all fixtures and attached equipment, if any, are included in the Purchase Price. Such fixtures and attached equipment shall include but not be limited to the following: dishwasher, disposal, trash compactor, ranges, ovens, water heaters, exhaust fans, heating and air conditioning systems, plumbing and septic systems, electrical system, intercom system, ceiling fans, window air conditioners, carpeting, indoor and outdoor light fixtures, window and door coverings and related hardware, gas or electric grills, awnings, mail boxes, garage door openers and remote controls, antennas, fireplace inserts, _____ and any other items bolted, nailed, screwed, buried or otherwise attached to the Property in a permanent manner. Television satellite receiver dish, cable wiring, water softeners, and propane and butane tanks also remain, if owned by Seller. Buyer is aware the following items are not owned by Seller or do not convey with the Property:

(Page 4 of 10)

Real Estate Contract (Residential)

Page 5 of 10



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Form Serial Number: 087701-700136-3962592

13. OTHER CONTINGENCY:

A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

B. This Real Estate Contract is contingent upon:

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

(i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller ("Seller's Contingency Notice Addendum"), Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice, or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of Seller's Contingency Notice Addendum, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes the contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller at his sole and exclusive option, may retain the Earnest Money, (if any), as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, this Real Estate Contract shall be deemed null and void. All time constraints in this Real Estate Contract referred to in Paragraphs 6, 15B, 16, 17 18B, 19B, and 20 refer to the time Buyer removes the contingency.

(ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

14. HOME-WARRANTY PLANS: Buyer understands the benefits of a home-warranty contract which may include coverage for most major appliances, plumbing, electrical, heating and air conditioning systems. The home-warranty contract covers unexpected mechanical failures due to wear and tear and is subject to a per-claim deductible. The availability of a home-warranty contract, cost and applicable deductible have been explained to Buyer, and Buyer chooses:

A. No home-warranty contract concerning the condition of any real or personal Property to be conveyed from Seller to Buyer for any period after the Closing.

B. A limited one-year home-warranty plan will be provided to Buyer concerning the condition of the Property and will be paid for by _____ at a cost not to exceed \$ _____ plus sales tax. This home-warranty contract will not imply any warranty by Seller after Closing. Coverages vary and the coverage received is solely set forth in the home-warranty documents between Buyer and Home-Warranty Company, _____, and no representation or explanation will be provided by Seller, Selling Firm or Listing Firm, Buyer being solely responsible to determine the extent and availability of coverage. Listing Firm and/or Selling Firm may receive compensation from the warranty company.

C. Other Warranty: _____

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15. INSPECTION AND REPAIRS:

A. The sale of the Property is made strictly on an "AS IS, WHERE IS, WITH ALL FAULTS BASIS" and Buyer acknowledges and agrees to voluntarily waive and decline any right to require repair of the Property. An example is the rights declined and waived by Buyer being set forth in Paragraph 15B of this Real Estate Contract.

B. Buyer shall have the right, at Buyer's expense, with the cooperation of Seller, to inspect the electrical, mechanical, plumbing, environmental conditions, appliances, and all improvements, structure(s) and components on or about the Property (collectively the "Inspection Items") within TEN (10) BUSINESS DAYS after the date this Real Estate Contract is accepted. Seller, Listing Firm and Selling Firm recommend Buyer use a representative(s) chosen by Buyer to inspect Inspection Items. Buyer is not relying on Listing Firm or Selling Firm to choose a representative to inspect or re-inspect Inspection Items; Buyer understands any representative desired by Buyer may inspect or re-inspect Inspection Items. Buyer shall neither make nor cause to be made, unless authorized by Seller in writing, any invasive or destructive Buyer inspections or investigations. Seller agrees to have all utilities connected and turned on to Property to allow Buyer to inspect and re-inspect Inspection Items. If Property being purchased is not new, Buyer acknowledges Inspection Items may not be new. Buyer does not expect Inspection Items to be like new and recognizes ordinary wear and tear to Inspection Items is normal. For the purpose of this Paragraph 15B, "normal working order" means that Inspection Items function for the purpose for which they are intended. The fact any or all Inspection Items may cease to be in normal working order, be discovered or occur, after Closing, shall not require repair by Seller, or provide legal or other liability to Seller, Listing Firm or Selling Firm.

If Buyer elected to inspect the Inspection Items, Buyer shall deliver an Inspection, Repair and Survey Addendum to Seller or Listing Firm within the allotted ten (10) business day period so the Inspection, Repair, and Survey Addendum is actually received by Seller or Listing Firm within the allotted (10) business day period, stating inspections have been performed and listing all items Buyer requests the Seller to repair or stating no repairs are requested. If Buyer is not satisfied with a personal or professional inspection and elects to terminate this Real Estate Contract, both Buyer and Seller agree to sign a Termination of Contract Addendum with Buyer to recover Earnest Money (if any). If Buyer requests repairs, Seller shall have (5) business days to respond to the Buyer's repair request. If Seller does not respond within the allotted (5) business days, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover Earnest Money (if any) and both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer and Seller are not able to negotiate requested repairs, Buyer and Seller agree this Real Estate Contract is terminated and further agree to sign a Termination of Contract Addendum. **IN THE EVENT BUYER DOES NOT MAKE THE NECESSARY REQUIRED INSPECTIONS OR DOES NOT PRESENT THE INSPECTION, REPAIR AND SURVEY ADDENDUM TO SELLER OR LISTING FIRM IN THE ALLOTTED TEN (10) BUSINESS DAY TIME PERIOD, BUYER WAIVES ALL RIGHTS TO A RE-INSPECTION AND ASSUMES COMPLETE RESPONSIBILITY FOR ANY AND ALL FUTURE REPAIRS AND THE CONDITION OF THE PROPERTY.**

If Buyer timely inspected Property and Seller received the Inspection, Repair and Survey Addendum within the time period set forth above, Buyer shall have the right to re-inspect all Inspection Items immediately prior to Closing to ascertain whether Inspection Items are in normal working order and to determine whether all requested and accepted repairs have been made. If Inspection Items are found not to be in normal working order upon re-inspection, Buyer may elect to: (1) accept Property in its condition at Closing, or (2) terminate this Real Estate Contract and recover the Earnest Money (if any) and, in the event termination is elected, both Buyer and Seller agree to sign a Termination of Contract Addendum.

If Buyer closes on Property believing conditions exist at Property that require repair as allowed by this Paragraph 15B, Buyer waives all right to assert a claim against Seller, Selling Firm or Listing Firm concerning the condition of Property. Buyer understands and agrees that, pursuant to the terms of Paragraph 15B, Buyer will be accepting Property "AS IS, WHERE IS AND WITH ALL FAULTS" at Closing.

16. THIRD PARTY INSPECTIONS

Any requirements for repair by FHA, VA, USDA-RD, the lender, termite control company or other "Third Party" requirements shall be delivered to Seller promptly upon receipt by Buyer. Seller shall have five (5) business days to respond to "Third Party" requirements upon receipt or Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) declare this Real Estate Contract null and void with Buyer and Seller agreeing to sign the Termination of Contract Addendum. If Buyer and Seller are unable to negotiate for the requested "Third Party" repairs to be performed, this contract may be declared null and void by either party by signatures of both parties to the Termination of Contract Addendum.

Buyer shall have the right to re-inspect all "Third Party" Inspection Items immediately prior to closing to ascertain whether "Third Party" requested repairs have been made. If Buyer finds "Third Party" Inspection Items have not been made, Buyer may (1) accept the property in its condition at Closing as well as the responsibility for the completion of "Third Party" requirements, or (2) declare this contract null and void with Buyer and Seller both agreeing to sign the Termination of Contract Addendum.

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17. SELLER PROPERTY DISCLOSURE:

- A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 27 of this Real Estate Contract, nor the rights provided Buyer in Paragraph 15. The written disclosure prepared by Seller is dated (month) _____, (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days, after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract null and void, with Buyer to receive a refund of the Earnest Money (if any). If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared null and void by Buyer, with Buyer to receive a refund of the Earnest Money (if any). Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 27 of this Real Estate Contract, nor the rights provided to Buyer in Paragraph 15.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 27 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 15B OF THIS REAL ESTATE CONTRACT.**
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 27 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND THE LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT, IN ADDITION TO THOSE INSPECTIONS PERMITTED BY PARAGRAPH 15B OF THIS REAL ESTATE CONTRACT.**

18. TERMITE CONTROL REQUIREMENTS:

- A. None
- B. A Letter of Clearance (Wood Infestation Report) requiring a Termite Protection Contract with a One-Year (1) Warranty to include treatment if allowed by applicable law and the Arkansas State Plant Board and full protection plan shall be provided by Seller at Seller's cost. Seller shall order a proposal from a licensed Termite Contractor within ten (10) business days after acceptance of this Real Estate Contract. All repairs necessary to allow issuance of such Termite Protection Contract, excluding a new Termite Protection Treatment, are to be part of the Third-Party Requirements pursuant to Paragraph 16. If Buyer is obtaining financing, such Termite Protection Contract shall be in a form acceptable to the Lender.
- C. Other: _____

19. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with Earnest Money (if any) returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer shall submit any request for abatement repairs in writing as part of the Third-Party Requirements specified in Paragraph 16 of the Real Estate Contract. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.
- no disclosure*

Buyer has been advised of Buyer's rights under this Paragraph 19.

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20. INSURANCE: This Real Estate Contract is conditioned upon Buyer's ability to obtain homeowner/hazard insurance for the Property within ten (10) business days after the acceptance date of this Real Estate Contract. If Buyer does not deliver to Seller or Listing Firm a written notice from an insurance company within the time set forth above of Buyer's inability to obtain homeowner/hazard insurance on the Property, this condition shall be deemed waived (but without waiver of conditions, if any, set in Paragraph 3) and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned upon Buyer's obtaining insurance. If Buyer has complied with the terms of this Paragraph 20 and has timely provided written notice to Seller of Buyer's inability to obtain such insurance, this Real Estate Contract shall be terminated with Earnest Money (if any) to be returned to Buyer, subject to Earnest Money Addendum (if any).

21. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) May, (day) 24, (year) 2013. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum (if any).

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

Buyer and Seller agree that unless otherwise specified in Paragraph 28 of this Real Estate Contract, information regarding terms of this contract (including addenda) may be released to third parties after closing to help facilitate more accurate comparable information for future use in appraisals, mls, etc.

22. POSSESSION: Possession of the Property shall be delivered to Buyer:

- A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B. Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.
- C. Delayed Possession. (See Delayed Occupancy Addendum attached)
- D. Prior to Closing. (See Early Occupancy Addendum attached)

23. ASSIGNMENT: This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.

24. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money (if any). Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 15, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

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25. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

26. MERGER CLAUSE: This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.

27. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, MINERAL RIGHTS, AND SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

28. OTHER:

Property must appraise for purchase or greater and City Council must approve Sale.

29. TIME: Buyer and Seller agree time is of the essence with regard to all times and dates set forth in the Real Estate Contract. Unless otherwise specified, days as it appears in the Real Estate Contract shall mean calendar days. Further, all times and dates set forth in the Real Estate Contract refer to Arkansas Central time and date.

30. ATTORNEY'S FEES: Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 30) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.

31. COUNTERPARTS: This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

32. FIRPTA COMPLIANCE, TAX REPORTING: Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4 to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Agreement shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

33. EXPIRATION: This Real Estate Contract expires if not accepted on or before (month) April (day) 12 (year) 2013 at 6:00 (a.m.) (p.m.).

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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2013.

FORM SERIAL NUMBER: 087701-700136-3962592

The above Real Estate Contract is executed on
(month) April (day) 11, (year) 2013 at 2:00 (a.m.) (p.m.).

Lindsay & Associates
Listing Firm

Signature: Nadine Yates
Printed Name: Nadine Yates
Principal or Supervising Broker

Signature: [Signature]
Printed Name: [Signature]
Buyer

Signature: Nadine Yates
Printed Name: Nadine Yates
Selling Agent

Signature: _____
Printed Name: _____
Buyer

The above Real Estate Contract is executed on
(month) April (day) 12, (year) 2013 at 2:00 (a.m.) (p.m.).

Lindsay & Assoc
Listing Firm

Signature: Leslie Miller Kemp
Printed Name: Leslie Miller Kemp
Principal or Supervising Broker

Signature: _____
Printed Name: Melissa Rozenberg
Seller Melissa Rozenberg

Signature: Nadine Yates
Printed Name: Nadine Yates
Listing Agent

Signature: _____
Printed Name: _____
Seller

The above offer was rejected counteroffered (Form Serial Number _____)
 Buyer informed of Notification of Existing Real Estate Contract Addendum
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Seller's Initials _____

Seller's Initials _____

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RESIDENTIAL APPRAISAL REPORT



Subject Property

Property Location:	602 Caudle Ave Lot 27 Block 1 Waggoners Add Springdale, AR 72764
Borrower:	N/A
Client:	City of Springdale
Effective Date:	05/06/2013
Prepared By:	Jennifer Holloway-Williamson jholloway@appraisalsinc.com (479)442-5804, ext. 317



Parrish Appraisals, Inc
72 W. Sunbridge Dr.
Fayetteville, AR 72703

Phone: 479-442-5804 Fax: 479-442-7782 Web Site: parrish-appraisals.com

Owner	Rosenberg, Melissa Sue	File No.	119781
Property Address	602 Caudle Ave		
City	Springdale	County	Washington
		State	AR
Client	City of Springdale	Zip Code	72764

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Owner	Rosenberg, Melissa Sue	File No.	119781
Property Address	602 Caudle Ave		
City	Springdale	County	Washington
Client	City of Springdale	State	AR
		Zip Code	72764

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Self Contained** (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Summary** (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Use** (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated Intended use by the specified client or Intended user.)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

THE APPRAISER'S CLIENT:

The appraiser's Client is the City of Springdale.

THE INTENDED USER OF THE APPRAISAL REPORT:

The intended user of the report is the Client. This report is not intended for use by any party other than the stated client.

THE INTENDED USE OF THE APPRAISAL REPORT:

The intended use of the report is to assist the Client by providing an estimate of market value, as herein defined, of the Fee Simple estate interest of the subject property as of the date of inspection.

APPRAISER:

Signature: *Jennifer Holloway-Williamson*
 Name: Jennifer Holloway-Williamson
 Designation: _____
 Date Signed: 05/14/2013
 State Certification #: CR2094
 or State License #: _____
 State: AR
 Expiration Date of Certification or License: 06/30/2013



SUPERVISORY APPRAISER (only if required):

Signature: *David Parrish*
 Name: David Parrish
 Designation: _____
 Date Signed: 05/14/2013
 State Certification #: CR0216
 or State License #: _____
 State: AR
 Expiration Date of Certification or License: 06/30/2013



Supervisory Appraiser Inspection of Subject Property:
 Did Not Exterior-only from street Interior and Exterior

Effective Date of Appraisal: 05/06/2013

Assumptions, Limiting Conditions & Scope of Work

File No.: 119781

Property Address: 602 Caudle Ave	City: Springdale	State: AR	Zip Code: 72764
Client: City of Springdale	Address: , , AR		
Appraiser: Jennifer Holloway-Williamson	Address: Parrish Appraisals, Inc, 72 W. Sunbridge Dr., Fayetteville, AR 72703		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

None

Certifications

File No.: 119781

Property Address: 602 Caudle Ave City: Springdale State: AR Zip Code: 72764
 Client: City of Springdale Address: , , AR

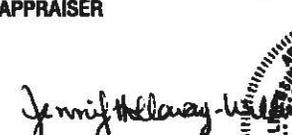
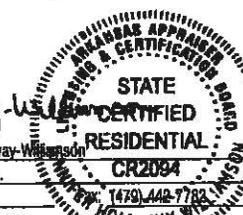
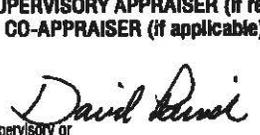
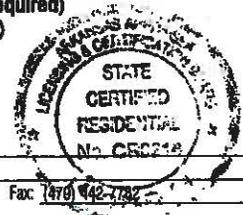
Appraiser: Jennifer Holloway-Williamson Address: Parrish Appraisals, Inc. 72 W. Sunbridge Dr., Fayetteville, AR 72703

APPRAISER'S CERTIFICATION
 I certify that, to the best of my knowledge and belief:
 — The statements of fact contained in this report are true and correct.
 — The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 — I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 — I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
 — My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 — My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 — My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 — I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
 — Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 — Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:
 None

DEFINITION OF MARKET VALUE *:
 Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 1. Buyer and seller are typically motivated;
 2. Both parties are well informed or well advised and acting in what they consider their own best interests;
 3. A reasonable time is allowed for exposure in the open market;
 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
 * This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: _____ Client Name: City of Springdale
 E-Mail: _____ Address: _____ AR

<p>APPRAISER</p>   <p>Appraiser Name: Jennifer Holloway-Williamson Company: Parrish Appraisals, Inc. Phone: (479) 442-5804 x317 E-Mail: jholloway@appraisalsinc.com Date Report Signed: 05/14/2013 License or Certification #: CR2094 State: AR Designation: Expiration Date of License or Certification: 06/30/2013 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 05/06/2013</p>	<p>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</p>   <p>Supervisory or Co-Appraiser Name: David Parrish Company: Parrish Appraisals, Inc. Phone: (479) 442-5804 x302 Fax: (479) 442-7782 E-Mail: dparrish@appraisalsinc.com Date Report Signed: 05/14/2013 License or Certification #: CR0216 State: AR Designation: Expiration Date of License or Certification: 06/30/2013 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None Date of Inspection:</p>
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RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 119781

PROPERTY ADDRESS: 602 Caudle Ave	CITY: Springdale	STATE: AR	ZIP CODE: 72764						
COUNTY: Washington	LEGAL DESCRIPTION: Lot 27 Block 1 Waggoners Add								
ASSESSOR'S PARCEL #: 815-26176-000									
TAX YEAR: 1999	R.E. TAXES: \$ 166	SPECIAL ASSESSMENTS: \$ 0	BORROWER (IF APPLICABLE): N/A						
CURRENT OWNER OF RECORD: Rosenberg, Melissa Sue									
OCCUPANT: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing									
PROJECT TYPE: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe) HOA: \$ 0 per year per month									
MARKET AREA NAME: Waggoners Addition and vicinity MAP REFERENCE: N/A CENSUS TRACT: 0112.00									
THE PURPOSE OF THIS APPRAISAL IS TO DEVELOP AN OPINION OF: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)									
THIS REPORT REFLECTS THE FOLLOWING VALUE (IF NOT CURRENT, SEE COMMENTS): <input checked="" type="checkbox"/> Current (the inspection date is the effective date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective									
APPROACHES DEVELOPED FOR THIS APPRAISAL: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)									
PROPERTY RIGHTS APPRAISED: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)									
INTENDED USE: is to assist the client with current market value of the subject property in order to assist with purchase decision.									
INTENDED USER(S) (BY NAME OR TYPE): City of Springdale									
CLIENT: City of Springdale ADDRESS:									
APPRAISER: Jennifer Holloway-Williamson ADDRESS: 72 W. Sunbridge Dr., Fayetteville, AR 72703									
LOCATION: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural PREDOMINANT OCCUPANCY: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)									
BUILT UP: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% ONE-UNIT HOUSING PRICE (\$000): 10 Low 5 High 100 PRESENT LAND USE: One-Unit 50% 2-4 Unit 8% Multi-Unit 7% Comm'l 30% Vac/Public 5% CHANGE IN LAND USE: <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely * <input type="checkbox"/> In Process *									
GROWTH RATE: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow PROPERTY VALUES: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining DEMAND/SUPPLY: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply MARKETING TIME: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.									
MARKET AREA BOUNDARIES, DESCRIPTION, AND MARKET CONDITIONS (including support for the above characteristics and trends): The neighborhood boundaries are loosely defined as the Arkansas/Missouri Railroad tracks to the west, Huntsville Ave to the north, Hwy 265 to the east, and Hwy 412 to the south. This area is predominantly older/smaller homes with a scattering of duplex and multi-family. It is in close proximity to the Springdale Municipal Airport. Powell St (a busy road) dead ends at Caudle Ave directly in front of the subject property. There is a lot of commercial and industrial use in this area. Overall market conditions indicate stable property values. There have been a high number of REO/shortsales in the neighborhood, but they seem to be on the decline (44% of the recent 13 sales and 3 pendings were REO/shortsales, 68% of the 22 the previous 12 months and only 13% of the 8 current listings). Most of the zoning in this area is MF-12.									
DIMENSIONS: 54' x 184' SITE AREA: 9,936 Sq.Ft.									
ZONING CLASSIFICATION: MF-12 DESCRIPTION: Multi-family, 12 units per acre.									
ZONING COMPLIANCE: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning									
ARE CC&RS APPLICABLE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown HAVE THE DOCUMENTS BEEN REVIEWED? <input type="checkbox"/> Yes <input type="checkbox"/> No GROUND RENT (IF APPLICABLE): \$ /									
HIGHEST & BEST USE AS IMPROVED: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)									
ACTUAL USE AS OF EFFECTIVE DATE: Single Family Residence USE AS APPRAISED IN THIS REPORT: Single Family Residence									
SUMMARY OF HIGHEST & BEST USE: At this current time, the highest and best use is considered to be single family residential. The appraiser is aware that the client intends to remove the improvements and use the land for a different use, however, no sales were available to support a value to make this financially feasible at this time.									
UTILITIES: Public Other Provider/Description OFF-SITE IMPROVEMENTS: Type Public Private TOPOGRAPHY: Nearly level									
Electricity: <input checked="" type="checkbox"/> <input type="checkbox"/> Street Asphalt <input checked="" type="checkbox"/> <input type="checkbox"/> Size Average for area									
Gas: <input checked="" type="checkbox"/> <input type="checkbox"/> Curb/Gutter Concrete <input checked="" type="checkbox"/> <input type="checkbox"/> Shape Rectangular									
Water: <input checked="" type="checkbox"/> <input type="checkbox"/> Sidewalk None <input type="checkbox"/> <input type="checkbox"/> Drainage Appears Adequate									
Sanitary Sewer: <input checked="" type="checkbox"/> <input type="checkbox"/> Street Lights Yes <input checked="" type="checkbox"/> <input type="checkbox"/> View Residential/Commercial									
Storm Sewer: <input checked="" type="checkbox"/> <input type="checkbox"/> Alley None <input type="checkbox"/> <input type="checkbox"/>									
OTHER SITE ELEMENTS: <input type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)									
FEMA SPEC 1 FLOOD HAZARD AREA: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X FEMA MAP #: 05143C0070F FEMA MAP DATE: 05/16/2008									
SITE COMMENTS: The site was overgrown at the time of inspection but is considered average in size for the neighborhood. It is mostly open with some trees along the border. The subject adjoins commercial property to its east and looks out on a busy road.									
GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		HEATING	
# of Units 1 <input type="checkbox"/> Acc. Unit		Foundation Concrete		Slab None		<input checked="" type="checkbox"/> None		Type Forced Air Furn.	
# of Stories 1		Exterior Walls Vinyl Siding		Crawl Space Yes		% Finished		Fuel Nat. Gas	
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att.		Roof Surface Comp Shingle		Basement None		Ceiling		Cooling	
Design (Style) Bungalow		Gutters & Dwnspnts. None		Sump Pump <input type="checkbox"/>		Walls		Central None	
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.		Window Type Single Hung		Dampness <input type="checkbox"/>		Floor		Other Window A/C	
Actual Age (Yrs.) 78		Storm/Screen No/Yes		Settlement Typical		Outside Entry			
Effective Age (Yrs.) 25				Infestation None noted					
INTERIOR DESCRIPTION		APPLIANCES		ATTIC <input type="checkbox"/> None		AMENITIES		CAR STORAGE <input checked="" type="checkbox"/> None	
Floors Laminate/Average		Refrigerator <input type="checkbox"/>		Stairs <input type="checkbox"/>		Fireplace(s) # 0		Woodstove(s) # 0	
Walls Drywall/Panel		Range/Oven <input type="checkbox"/>		Drop Stair <input checked="" type="checkbox"/>		Patio Concrete		Garage # of cars (1 Tot.)	
Trim/Finish Wood/Paint		Disposal <input type="checkbox"/>		Scuttle <input type="checkbox"/>		Deck None		Attach.	
Bath Floor Vinyl		Dishwasher <input type="checkbox"/>		Doorway <input type="checkbox"/>		Porch Covered		Detach.	
Bath Wainscot Vinyl		Fan/Hood <input type="checkbox"/>		Floor <input type="checkbox"/>		Fence None		Bit-in	
Doors Wood Hollow Core		Microwave <input type="checkbox"/>		Heated <input type="checkbox"/>		Pool None		Carport	
		Washer/Dryer <input type="checkbox"/>		Finished <input type="checkbox"/>				Driveway 1	
								Surface Gravel	
FINISHED AREA ABOVE GRADE CONTAINS: 4 Rooms 1 Bedrooms 1.0 Bath(s) 757 Square Feet of Gross Living Area Above Grade									
ADDITIONAL FEATURES: None									
DESCRIBE THE CONDITION OF THE PROPERTY (INCLUDING PHYSICAL, FUNCTIONAL AND EXTERNAL OBSOLESCECE): The subject has been reasonably maintained. It has been updated with new siding, newer roof and new windows in two of the rooms. The laminate flooring looked to be new within the last 5 years. There is a range/oven, but it is free standing and considered personal property. The laundry is located in the kitchen.									



RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 119781

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Washington County Court Records

1st Prior Subject Sale/Transfer
Date: 03/22/2013
Price: 0
Source(s): Court Records

2nd Prior Subject Sale/Transfer
Date:
Price:
Source(s):

Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject transferred via death certificate.

SALES COMPARISON APPROACH TO VALUE (If developed) The Sales Comparison Approach was not developed for this appraisal.

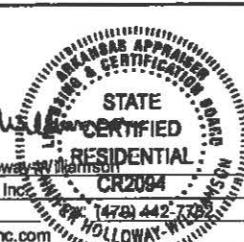
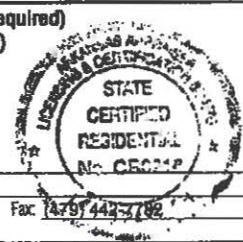
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3			
Address	602 Caudle Ave Springdale, AR 72764	311 S Main St Springdale, AR 72764	1012 Parker Ave Springdale, AR 72764	112 Pierce Ave Springdale, AR 72764			
Proximity to Subject		0.49 miles NW	0.99 miles SW	0.48 miles W			
Sale Price	\$ N/A	\$ 42,800	\$ 37,000	\$ 35,000			
Sale Price/GLA	\$ /sq.ft.	\$ 44.94 /sq.ft.	\$ 38.11 /sq.ft.	\$ 35.79 /sq.ft.			
Data Source(s)	Int/Ext Inspection	MLS #658013	MLS #671080	MLS #666960			
Verification Source(s)	Court Records	Court Records	Court Records	Court Records			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing	N/A	Unavailable		Unavailable		Unavailable	
Concessions	N/A	Unavailable		Unavailable		Unavailable	
Date of Sale/Time	N/A	07/20/2012	0	04/26/2013	0	11/29/2012	0
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Waggoners	Railroad Add	0	Mayes Add	0	Sunny Slope	0
Site	9,936 Sq.Ft.	3,003 Sq.Ft.	0	10,019 Sq.Ft.	0	13,068 Sq.Ft.	0
View	Residential/Commercial	Residential		Residential		Residential	
Design (Style)	Bungalow	Ranch	0	Ranch	0	Bungalow	0
Quality of Construction	Average	Average-Brick	-2,130	Average		Average	
Age	78:Eff 25	56:Eff 25		63:Eff 30	+463	66:Eff 25	
Condition	Average	Average		Average		Average	
Above Grade Room Count	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
	4 1 1.0	4 2 1.0	0	4 2 1.0	0	4 2 1.0	0
Gross Living Area	757 sq.ft.	948 sq.ft.	-2,865	971 sq.ft.	-3,210	978 sq.ft.	-3,315
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Central Heat	Central H/A	-1,000	Central H/A	-1,000	Central Heat	
Energy Efficient Items	Average	Average		Average		Average	
Garage/Carport	None	None		1 Att Garage	-4,000	1+ Att Garage	-5,000
Porch/Patio/Deck	Porch;Patio	Porch	0	Porch;Deck	-500	Porch;Patio	
Fireplace	None	1 Fireplace	-2,500	None		None	
Amenities	Fair Lndscp	Fair Lndscp		Fair Lndscp		Fair Lndscp	
Other	None	Chain Link Fnc	-1,000	Chain Link Fnc	-1,000	Wd Priv.	-2,000
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-9,495	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-9,247	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-10,315
Adjusted Sale Price of Comparables		Net 22.3 % Gross 22.3 % \$	33,105	Net 25.0 % Gross 27.5 % \$	27,753	Net 28.5 % Gross 29.5 % \$	24,685

Summary of Sales Comparison Approach Sale 4 is adjusted downward for location; it is located within walking distance to the hospital and other city amenities. Each sale is appropriately adjusted for site value differences based upon the Allocation Method. Sale 1 is adjusted downward for Quality of Construction due to being brick exterior. Each sale is adjusted for age based upon a market-driven 1/4% per year of effective age difference. Sale 4, although it has a similar effective age, it has had more updating on the interior. Each sale is adjusted appropriately for differences in finished living area, baths, and amenities. While not exactly the same the sales reflect a reasonable range of value. The weighted average is \$29,900, the median is \$30,429, and the mean is \$29,880.

Indicated Value by Sales Comparison Approach \$ 30,000

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 119781

COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.	
Provide adequate information for replication of the following cost figures and calculations. Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): Allocation: A method of estimating land value in which sales of improved properties are analyzed to establish a typical ratio of land value to total property value and this ratio is applied to the property being appraised or the comparable sale being analyzed. <i>The Dictionary of Real Estate Appraisal fourth edition Appraisal Institute</i>	
COST APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW
	Source of cost data: _____
	Quality rating from cost service: _____ Effective date of cost data: _____
	Comments on Cost Approach (gross living area calculations, depreciation, etc.): _____
	The finished square footage of the subject property has been calculated by the ANSI (American National Standards Institute) guidelines.
	OPINION OF SITE VALUE = \$ _____
	DWELLING Sq.Ft. @ \$ _____ = \$ _____
	Sq.Ft. @ \$ _____ = \$ _____
	Sq.Ft. @ \$ _____ = \$ _____
	Sq.Ft. @ \$ _____ = \$ _____
Garage/Carport Sq.Ft. @ \$ _____ = \$ _____	
Total Estimate of Cost-New = \$ _____	
Less Physical Functional External	
Depreciation = \$(_____)	
Depreciated Cost of Improvements = \$ _____	
"As-Is" Value of Site Improvements = \$ _____	
Estimated Remaining Economic Life (if required): _____ Years	
INDICATED VALUE BY COST APPROACH = \$ _____ N/A	
INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
Estimated Monthly Market Rent \$ _____ X Gross Rent Multiplier _____ = \$ _____	Indicated Value by Income Approach _____
Summary of Income Approach (including support for market rent and GRM): _____	
PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
Legal Name of Project: _____	
Describe common elements and recreational facilities: _____	
Indicated Value by: Sales Comparison Approach \$ 30,000 Cost Approach (if developed) \$ N/A Income Approach (if developed) \$ N/A	
Final Reconciliation All weight is given to the Sales Comparison Approach as it reflects buyers and sellers interaction in the market. The Cost and Income Approaches are not included and are considered unnecessary.	
This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: _____	
<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 30,000, as of: 05/06/2013, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
A true and complete copy of this report contains 18 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
Attached Exhibits: <input checked="" type="checkbox"/> Scope of Work <input type="checkbox"/> Limiting Cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Photograph Addenda <input checked="" type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Map Addenda <input checked="" type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input checked="" type="checkbox"/> Flood Addendum <input type="checkbox"/> Manuf. House Addendum <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> _____	
Client Contact: _____ Client Name: City of Springdale	
E-Mail: _____ Address: _____	
APPRAISER	
	
Appraiser Name: Jennifer Holloway-Williams Company: Parrish Appraisals, Inc. Phone: (479) 442-5804 x317 E-Mail: jholloway@appraisalsinc.com Date of Report (Signature): 05/14/2013 License or Certification #: CR2094 State: AR Designation: _____ Expiration Date of License or Certification: 06/30/2013 Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: 05/06/2013	
SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
	
Supervisory or Co-Appraiser Name: David Parrish Company: Parrish Appraisals, Inc. Phone: (479) 442-5804 x302 Fax: (479) 442-3702 E-Mail: dparrish@appraisalsinc.com Date of Report (Signature): 05/14/2013 License or Certification #: CR0216 State: AR Designation: _____ Expiration Date of License or Certification: 06/30/2013 Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None Date of Inspection: _____	

ADDITIONAL COMPARABLE SALES

File No: 119781

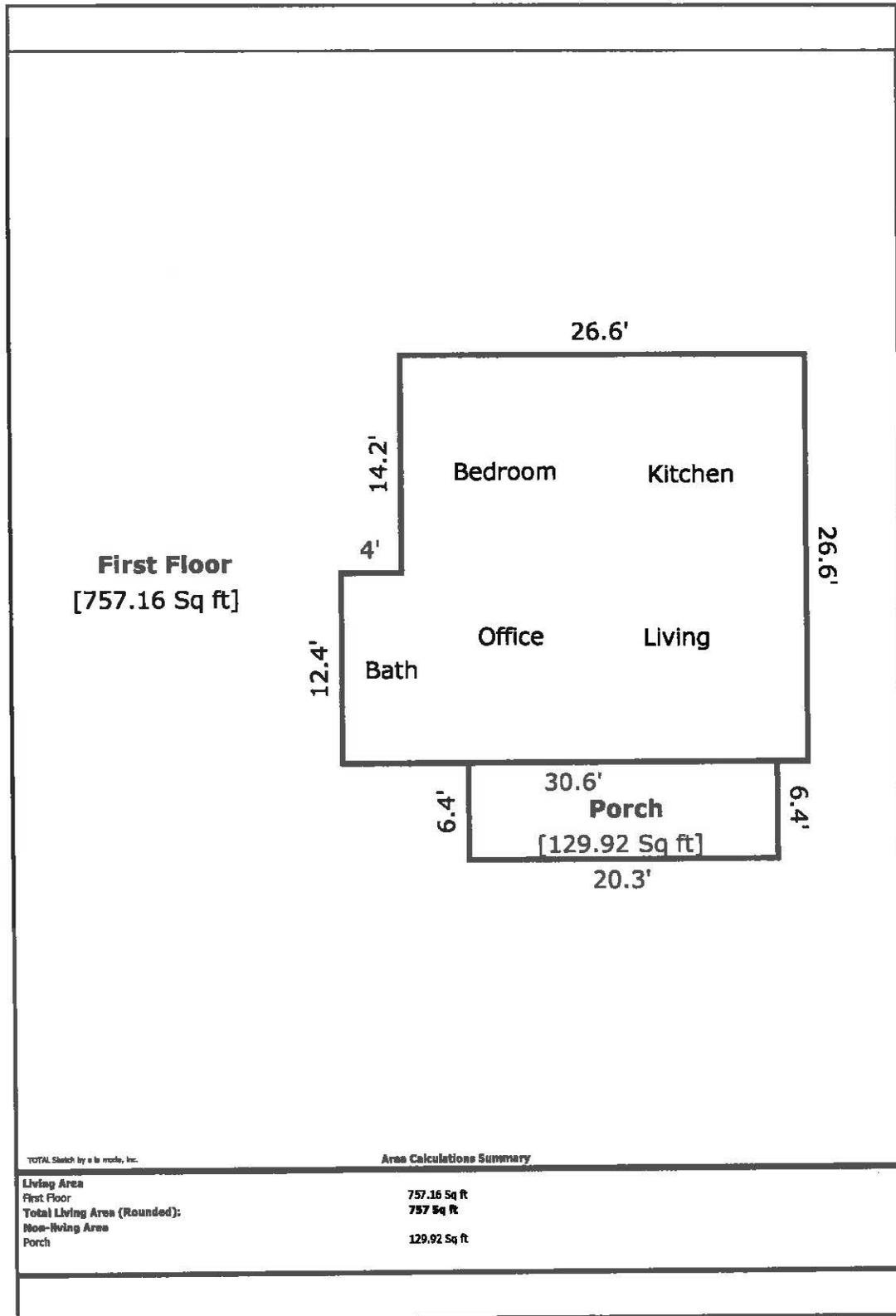
FEATURE	SUBJECT	COMPARABLE SALE #4			COMPARABLE SALE #5			COMPARABLE SALE #6		
Address	602 Caudle Ave Springdale, AR 72764	305 Deaver St Springdale, AR 72764			5.01 miles E					
Proximity to Subject		0.74 miles NW								
Sale Price	\$ N/A	\$ 52,000								
Sale Price/GLA	\$ /sq.ft.	\$ 53.50 /sq.ft.								
Data Source(s)	Int/Ext Inspection	MLS #651289								
Verification Source(s)	Court Records	Court Records								
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	
Sales or Financing	N/A	Unavailable								
Concessions	N/A	Unavailable								
Date of Sale/Time	N/A	06/13/2012	0							
Rights Appraised	Fee Simple	Fee Simple								
Location	Waggoners	Deavers Add	-5,200							
Site	9,936 Sq.Ft.	6,098 Sq.Ft.	0							
View	Residential/Commercial	Residential								
Design (Style)	Bungalow	Bungalow								
Quality of Construction	Average	Average								
Age	78;Eff 25	68;Eff 25								
Condition	Average	Average*	-2,600							
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths		
Room Count	4 1 1.0	5 3 1.0	0							
Gross Living Area	757 sq.ft.	972 sq.ft.	-3,225	sq.ft.		sq.ft.		sq.ft.		
Basement & Finished Rooms Below Grade	0sf	0sf								
Functional Utility	Average	Average								
Heating/Cooling	Central Heat	Central H/A	-1,000							
Energy Efficient Items	Average	Average								
Garage/Carport	None	1+ Att Garage	-6,000							
Porch/Patio/Deck	Porch;Patio	Porch;Patio								
Fireplace	None	None								
Amenities	Fair Lndscp	Fair Lndscp								
Other	None	None								
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -18,025	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$	
Adjusted Sale Price of Comparables		Net 34.7 %		Net %		Net %		Net %		
		Gross 34.7 %	\$ 33,975	Gross %	\$	Gross %	\$	Gross %	\$	
Summary of Sales Comparison Approach		See "Summary of Sales Comparison Approach" on page 2 of the form.								



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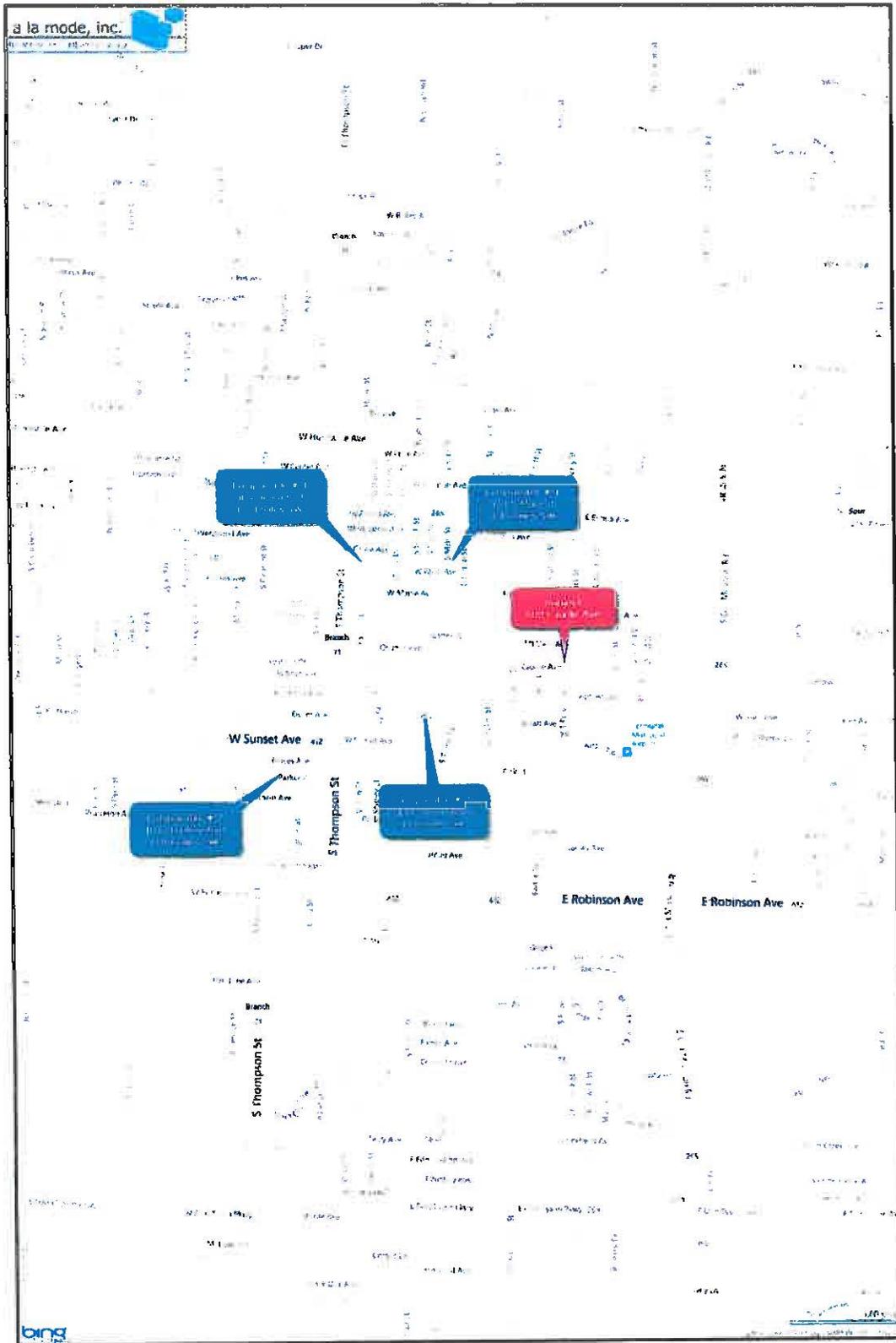
Building Sketch

Owner	Rosenberg, Melissa Sue				
Property Address	602 Caudle Ave				
City	Springdale	County	Washington	State	AR Zip Code 72764
Client	City of Springdale				



Location Map

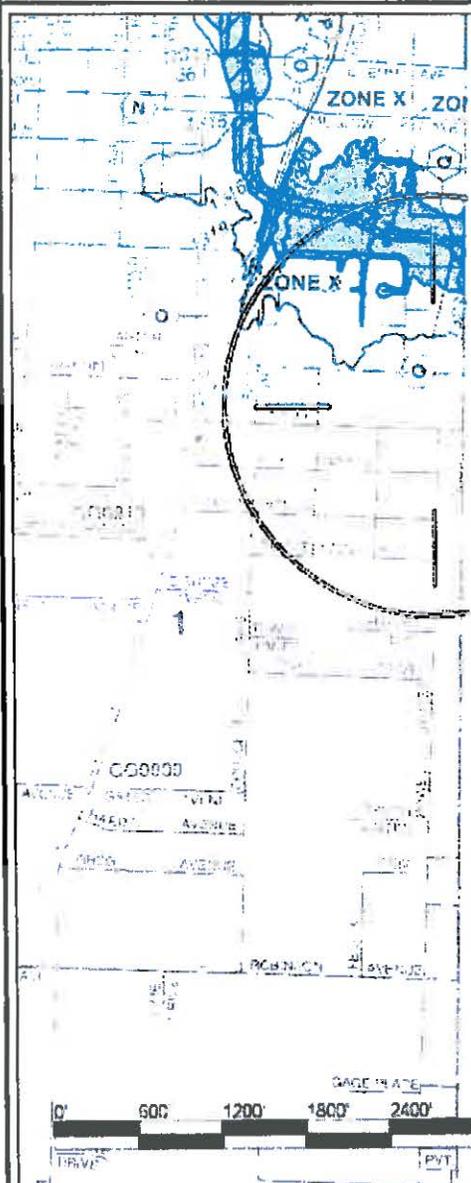
Owner	Rosenberg, Melissa Sue				
Property Address	602 Caudle Ave				
City	Springdale	County	Washington	State	AR
Client	City of Springdale				



Form MAP.LOC — *WinTOTAL* appraisal software by a la mode, Inc. — 1-800-ALAMODE

Flood Map

Owner	Rosenberg, Melissa Sue				
Property Address	602 Caudle Ave				
City	Springdale	County	Washington	State	AR Zip Code 72764
Client	City of Springdale				

 <p>www.interflood.com • 1-800-252-6533</p>	<p>Prepared for: Parish Appraisals, Inc.</p> <p>602 Caudle Ave Springdale, AR 72764</p>
	
	
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>FLOODSCAPE</p> <p>Flood Hazards Map</p> <p>Map Number 05143C0070F</p> <p>Effective Date May 16, 2008</p> <p>Powered by FloodSource 877.77.FLOOD www.floodsource.com</p> </div>	
<p>© 1999-2012 SourceProze and/or FloodSource Corporations. All rights reserved. Patents 6,631,329 and 6,678,615. Other patents pending. For Info: info@floodsource.com.</p>	

Photograph Addendum

Owner	Rosenberg, Melissa Sue						
Property Address	602 Caudle Ave						
City	Springdale	County	Washington	State	AR	Zip Code	72764
Client	City of Springdale						



Front



Front



Rear



Rear



Street



Street



Street



Living Room



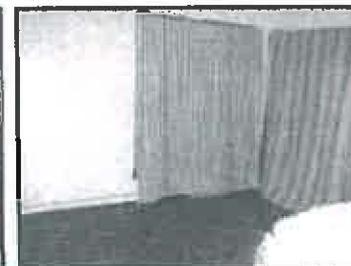
Kitchen



Office/bathroom



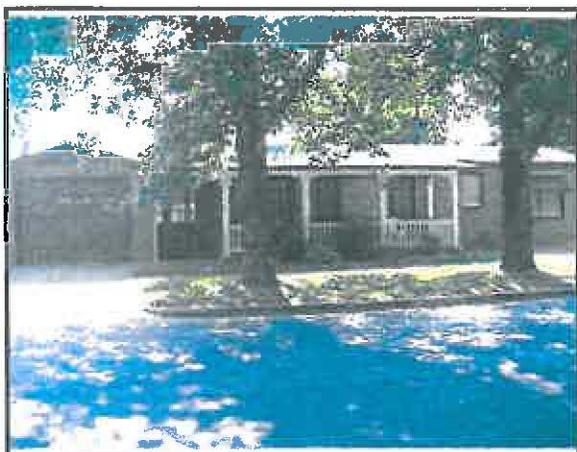
Bathroom



Bedroom

Comparable Photo Page

Owner	Rosenberg, Melissa Sue				
Property Address	602 Caudle Ave				
City	Springdale	County	Washington	State	AR
Client	City of Springdale	Zip Code	72764		



Comparable 1

311 S Main St
 Prox. to Subject 0.49 miles NW
 Sales Price 42,600
 Gross Living Area 948
 Total Rooms 4
 Total Bedrooms 2
 Total Bathrooms 1.0
 Location Railroad Add
 View Residential
 Site 3,003 Sq.Ft.
 Quality Average-Brick
 Age 56;Eff 25



Comparable 2

1012 Parker Ave
 Prox. to Subject 0.99 miles SW
 Sales Price 37,000
 Gross Living Area 971
 Total Rooms 4
 Total Bedrooms 2
 Total Bathrooms 1.0
 Location Mayes Add
 View Residential
 Site 10,019 Sq.Ft.
 Quality Average
 Age 63;Eff 30



Comparable 3

112 Pierce Ave
 Prox. to Subject 0.48 miles W
 Sales Price 35,000
 Gross Living Area 978
 Total Rooms 4
 Total Bedrooms 2
 Total Bathrooms 1.0
 Location Sunny Slope
 View Residential
 Site 13,088 Sq.Ft.
 Quality Average
 Age 66;Eff 25

Comparable Photo Page

Owner	Rosenberg, Melissa Sue			
Property Address	602 Caudle Ave			
City	Springdale	County	Washington	State AR Zip Code 72764
Client	City of Springdale			



Comparable 4

305 Deaver St
 Prox. to Subject 0.74 miles NW
 Sales Price 52,000
 Gross Living Area 972
 Total Rooms 5
 Total Bedrooms 3
 Total Bathrooms 1.0
 Location Deavers Add
 View Residential
 Site 6,098 Sq.Ft.
 Quality Average
 Age 68;Eff 25

Comparable 5

Prox. to Subject 5.01 miles E
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Comparable 6

Prox. to Subject
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

ARKANSAS
APPRAISER LICENSING & CERTIFICATION BOARD

21287

This certificate has

GENYFER HOLLOWAY WILLIAMSON

CR2014

License Certificate Number

has complied with the requirements of the Arkansas Code, Title 17, Chapter 101 at the
expiration of the license period of a valid certificate. *(This is a true and correct statement)*

JUNE 30, 2013

Arkansas, at

Signature

ARKANSAS
APPRAISER LICENSING & CERTIFICATION BOARD

20907

20907

DAVID FARRISH

CR0216

Licenses / Certificate Number

has completed with all requirements to take an exam for this license. If you are not
in the board's system, you must be licensed by the appropriate authority.

JUNE 30, 2013

Expiration Date



106 N. Bloomington St. Suite N
Lowell, AR 72745
P: 479-770-0241
F: 479-770-8966
arkmls@gmail.com

To: All Members
Re: Seller Concessions
Date: August 13, 2009

Arkansas Regional MLS has been advised by the state attorney for the Arkansas REALTORS® Association, Tim Grooms, that publishing Seller Concessions and Financing Type (Sold) violates numerous state and federal laws.

Tim Grooms wrote:

"I am of the opinion that —without express consent from all parties to the transaction..that to disclose non-public information violates numerous laws" —..."we may want to see about having our forms provide that express authority..perhaps in all caps/bold with a place for persons to "opt for" or "opt against" such disclosures?"

For this reason, on August 18, 2009 Arkansas Regional MLS will temporarily remove the following fields from the MLS: *Seller Concessions Y/N*, *Seller Concessions*, *Financing Type (Sold)*. We will not delete any existing data and we will prepare for the eventual reintroduction of these fields which we hope will occur in 2010. In the meantime, users will not be able to enter, search, or display these three fields.

Most MLS's in the State of Arkansas have already complied with this directive. We realize this may place some hardship on our appraiser members. For this we apologize and will do everything in our power to expedite the return of this important information. If you have any questions, please feel free to email me arkmls@gmail.com.

RESOLUTION NO. _____

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

WHEREAS, the Springdale Police Chief has requested additional funding for overtime, and

WHEREAS, the Police Department expects to have sufficient excess funds in regular salaries due to open positions to cover this request;

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	10105014213001	Regular Salaries	7,345,080		15,000	7,330,080
Polive	10105014213002	Overtime	165,000	15,000		180,000

PASSED AND APPROVED this 28^h day of May, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

Wyman Morgan

From: Laura Favorite [lfavorite@springdale.lear.gov]
Sent: Wednesday, May 01, 2013 2:07 PM
To: 'Wyman Morgan'
Cc: 'Kathy O'Kelley'
Subject: FW: 2013 budget request revised 09172012.xls

Attachments: 2013 budget request revised 09172012.xls



2013 budget
request revised 0...

Wyman,

Chief O'Kelley just brought this to my attention. She had asked for an additional \$15,000 for overtime for 2013 (please see the attached request.) I somehow missed this change from 2012 when entering the data in the system. She would like to get this revised for 2013, as she is having to backfill numerous positions due to military and injury leave. Could you please prepare a budget amendment for the Police Dept increasing their overtime from \$165,000 to \$180,000?

Thank you,

Laura Favorite
lfavorite@springdale.lear.gov

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

From: Kathy O'Kelley [mailto:kokelley@springdale.lear.gov]
Sent: Wednesday, May 01, 2013 1:49 PM
To: 'Laura Favorite'
Subject: 2013 budget request revised 09172012.xls

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013 BUDGET
OF THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the Public Works Department has been constructing walking trails around schools and participating in a grant program for this project, and

WHEREAS, the Public Works Director expects to receive \$64,150 from Springdale schools for trail projects planned for construction this year, and

WHEREAS, these funds need to be appropriated for the purchase of material to be used on these trail projects;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the Springdale Public Works 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>
Street Fund	20102013670000	Misc. Grants	0	64,150		64,150
Public Works	20102074316051	Supplies/Materials	400,000	64,150		464,150

PASSED AND APPROVED this 28th day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY IDENTIFIED AS TRACTS 1 & 2 Har-
BER BEND, SPRINGDALE, ARKANSAS**

WHEREAS, the acquisition of this property, consisting of approximately 2.11 acres, is needed for construction of fire station number 7, and

WHEREAS, the property includes Tracts 1 and 2 of Har-Ber Bend as recorded on the informal plat for One Springdale, Inc. and filed with the Washington County Circuit Clerk under file 2009-00038676, and

WHEREAS, the property has been appraised for \$241,000, and

WHEREAS, the owner has agreed sell this property for \$230,000, and

WHEREAS, lots 1 and 2 will be combined and the 24' access easement along the NE property line of the tracts as shown on the plat referenced will be vacated prior to the purchase, and

WHEREAS, a comprehensive study of calls for service and response times indicated a fire station should be located in this area to maintain the level of quality service expected by the citizens of Springdale;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of and tender payment from the Fire Improvements Construction Fund established from proceeds of the 2012 bond issue for approximately 2.11 acres identified as tract 1 & 2 Har-Ber Bend in Springdale, with a total purchase price of \$230,000 after the above mentioned conditions of sale are satisfied.

PASSED AND APPROVED this 28th day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

Real Estate Contract (Lots and Acreage)

Page 1 of 11



Copyright
2012
Arkansas
REALTORS®
Association

Form Serial Number: 054992-600135-5172427

1. PARTIES: City of Springdale - Mayor Doug Sprouse

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract null and void and receive a return of Earnest Money (defined below).

Tract 1 and Tract 2 Har-Ber Bend - See attached plat for legal descriptions

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): *(select one of the following four options)*

- total purchase price, \$ 230,000.00
or;
 price per acre, \$ _____
or;
 price per square foot, \$ _____
or;
 price per front foot \$ _____

with Buyer paying the sum of \$ _____
in cash at Closing as down payment, with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

- (i) **NEW LOAN:** Subject to the Property appraising for not less than the Purchase Price and Buyer's ability to obtain a loan to be secured by the Property in the amount of \$ _____

FINANCING AS FOLLOWS:

- (ii) **CASH:** \$ 230,000.00

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

As a result of investigation, studies and analyses of sales, offers of sales, cost data, and all factors in the marketplace which affect value, it is the opinion and judgment of the appraiser that the property described herein has a estimated Market Value of the site (Land Only) as of May 1, 2013 is:

\$ 241,000

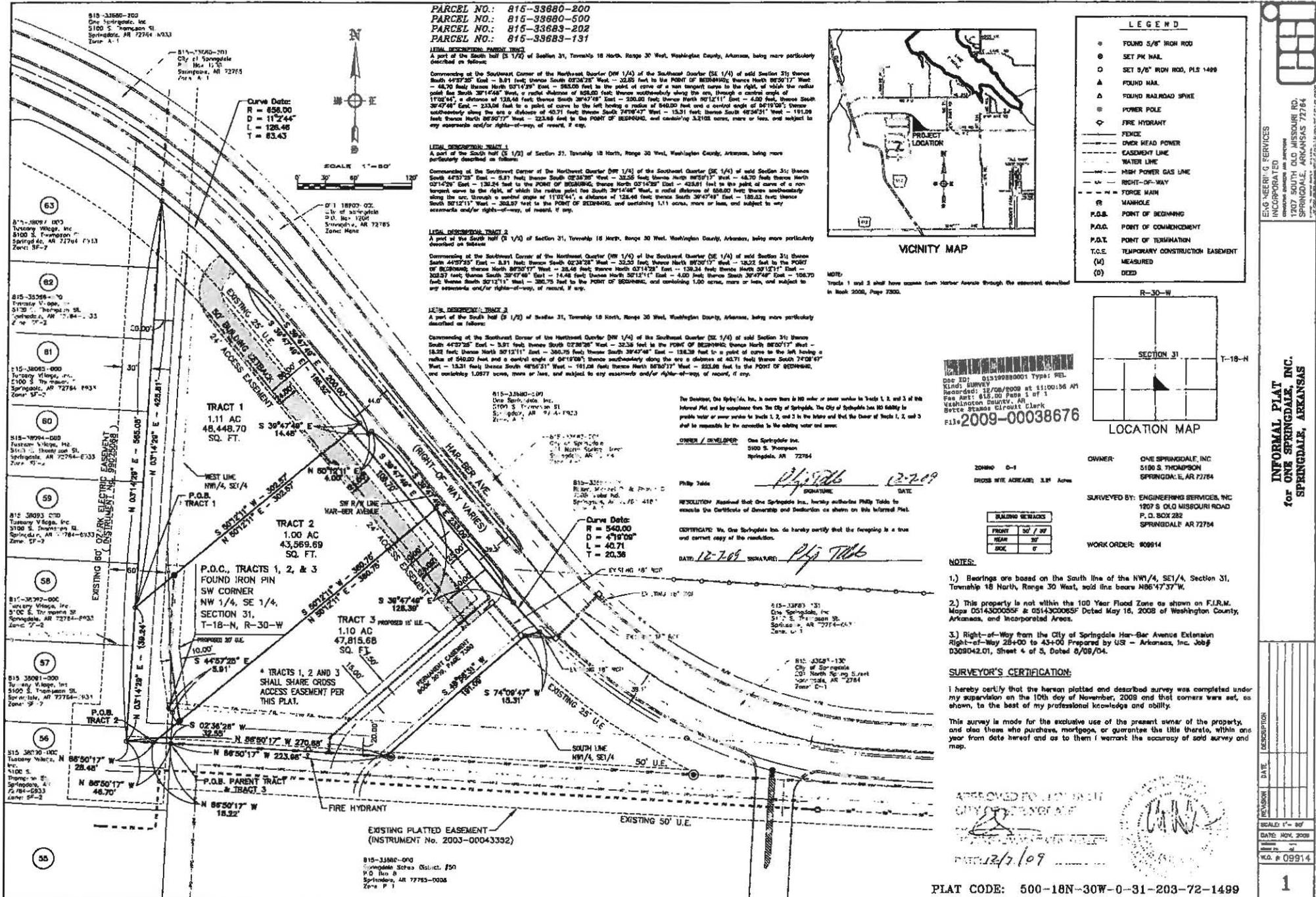
TWO HUNDRED FORTY ONE THOUSAND DOLLARS

Respectfully Submitted,



Stuart Sanders
PARRISH APPRAISALS, INC.
STATE CERTIFIED GENERAL
REAL ESTATE APPRAISER, CG1738





ENGINEERING SERVICES
 INCORPORATED
 1207 S. OLD MISSOURI ROAD
 SPRINGDALE, ARKANSAS 72764

INFORMAL PLAT
 for ONE SPRINGDALE, INC.
 SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

1

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A COPIER LEASE AGREEMENT WITH
PROFESSIONAL BUSINESS SYSTEMS**

WHEREAS, the City of Springdale's lease agreement for a copy machine in the City Clerk/Treasurer's Office expires on June 4, 2013, and

WHEREAS, the monthly base cost of the old machine is \$302.73 and the monthly base cost of the new machine will be \$291.00, and

WHEREAS, Professional Business Systems is a listed vendor on the state bid contract list and therefore competitive bidding is not required;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a 60 month copier lease agreement with Professional Business Systems for a monthly base cost of \$291.00.

PASSED AND APPROVED this 28th day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

PBS Professional
Business Systems
The Professional Team.

2905 South Walton Boulevard
Suite 5
P.O. Box 2730
Bentonville, AR 72712

**City of Springdale Clerk/Treasurer
201 Spring Street
Springdale AR 72764**

May 15, 2012

Dear Denise,

We appreciate your consideration of PBS and the opportunity to serve you. As we've previously discussed, PBS offers a variety of office technology solutions that have the potential to create significant efficiencies for your organization. From our guaranteed response time, to our first-call effectiveness, our service standards are also a key component of the PBS identity.

Be assured that PBS will continue to progress toward its vision of becoming your favorite business experience. Since 1986, PBS has consistently delivered the right mix of responsiveness, expertise, and new technology to every client. It's our commitment to be the best that sets PBS apart from other office technology suppliers, and that commitment continues to distinguish PBS today.

Enclosed is an implementation plan and partnership proposal that we've developed for your review. Please call with any questions, and thank you again for the opportunity.

Regards,



Patrick Guyton
Chris Meyer
(479) 636-0001 (office)

PBS pbs.com



**Professional
Business Systems
The Professional Team.**

2905 South Walton Boulevard
Suite 5
P.O. Box 2730
Bentonville, AR 72712

PBS Proposed Equipment Solution

Equipment Features	Konica Minolta Bizhub 552 B&W MFP
<i>B&W Copy/Print Speed</i>	55 ppm
<i>Document Feeder Capacity</i>	100 Originals
<i>Scanning Speed</i>	70 ppm in B&W and Color
<i>Standard Paper Trays</i>	(2) 500-sheet trays & (1) 150-sheet bypass
<i>Additional Paper Trays</i>	(1) 2,500-sheet large capacity tray
<i>Duplex Unit</i>	Standard 2-sided copying & printing
<i>Hard Drive</i>	250 GB Hard Drive
<i>Finishing Specifications</i>	Stapling Finisher
<i>Scan Destinations</i>	Email/Folder/FTP/User Box
<i>Scan File Formats</i>	PDF, TIF, Compact PDF, JPEG

Investment Information

Option # 1: Outright Purchase Option = \$10,654.21+ tax*
 Option # 2: 60-Month FMV Lease Purchase Option = \$228.00 + tax per month *
 Using PBS True Internal Finance Option – **NO 3rd Party Leasing Companies**

**Includes all set-up, delivery and (2) hours of network installation
 Using Arkansas State Contract Pricing*

Our PBS Internal Financing option provides 100% true internal financing with a local company that has been in business in NW Arkansas for over 26 years. PBS internal financing offers our clients real flexibility to make changes within their agreement when specific needs occur or when new technology becomes available.

Service Agreement Information

- ✓ Agreement includes all service and supplies - *Excludes paper, staples & abuse*
- ✓ **Includes monthly PBS Customer Care visits** to collect usage information, insure supply levels, overall quality and operation performance of your equipment.
- ✓ Allows 7,000 pages per month – overages billed @ .0095
- ✓ Base billing of \$63.00 + tax per month

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



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.

April 5, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Bank of America, N.A.
5401 N. Beach Street
Mail Code: TX2-977-02-03
Fort Worth, TX 76137

RE: Notice of clean-up lien on property located at 2005 Blueberry Lane, Springdale, Washington County, Arkansas, Tax Parcel No. 815-30132-000

Dear Property Owner:

On February 14, 2013, notice was posted on property located at 2005 Blueberry Lane, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 91-65, and needed to be remedied within fourteen (14) days. Notice was mailed to the owner of record on March 18, 2013, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The owner received said letter on March 21, 2013.

No action was taken by the owner to clean up the property within fourteen (14) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about April 1, 2013. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$75.00. 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 \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

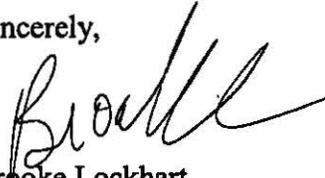
This is to notify you that in the event this amount is not paid to the City of Springdale on or before May 21, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the

amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, May 28, 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 \$81.11, which includes \$75.00 for cleaning up the property and \$6.11 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 Bag Saffle Rd.
West Fork AR, 72774

(479)903-2696

mike@gp-lc.com

Bill To:

City Of Springdale
201 Spring St.
Springdale AR. 72764

Invoice No: 161
Date: 01 Apr 13

Description	Quantity	Rate	Amount
Repair fence at: 2005 Blueberry Ln. Officer T. Haden	1.00	\$75.00	\$75.00*

Transaction # _____
Date _____
Account # 101-0413-423.70-35
Project # _____
Invoice # 161
Amount \$75.00
Description property maint. @ 2005 Blueberry Ln
Approved By *Mike*
4/2/13

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Bank of America, N.A.
 5401 N. Beach Street
 Mail Code: TX2-977-02-03
 Fort Worth, TX 76137

2. Article Number

(Transfer from service label)

7011 1570 0000 8219 7304

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

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



3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

RESOLUTION NO. _____

**A RESOLUTION MAKING A RE-APPOINTMENT
TO THE ADVERTISING AND PROMOTION
COMMISSION OF THE CITY OF SPRINGDALE**

WHEREAS, Justin Cole was appointed to Seat #3 on the Advertising & Promotion Commission and this seat expires on May 31, 2013; and

WHEREAS, A.C.A. 26-75-605 and Ordinance No. 3293 provide that appointments for these positions will be made by the remaining members of the Commission subject to approval of the City Council, and

WHEREAS, the Advertising and Promotion Commission has recommended the re-appointment of Justin Cole to Seat #3.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Justin Cole is hereby reappointed as a commissioner to Seat #3 with a term expiring on May 31, 2017 on the Advertising and Promotion Commission.

PASSED AND APPROVED this 28th day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

SPRINGDALE

The ♥ of Northwest Arkansas

May 22, 2013

Mayor Doug Sprouse
City of Springdale
City Administration Building
201 North Spring Street
Springdale, AR 72764-0000

Dear Mayor Sprouse:

The Springdale Advertising & Promotion Commission currently has a seat up for reappointment. At the May 21, 2013 meeting the commissioners unanimously voted to recommend to you that Mr. Justin Cole, General Manager of the Northwest Arkansas Naturals be reappointed.

He has shown a desire to continue and the Springdale A&P Commissioners are confident that he will continue to serve well. Please contact me if you have any questions or concerns.

Sincerely,



Perry Webb
Director for Springdale Advertising & Promotion Commission

P.O. Box 166 / Springdale, AR 72765 / www.springdale.com

RESOLUTION NO. _____

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

WHEREAS, Chuck Stanley, LeGrand, LLC, has petitioned for the abandonment of utility easement described as follows:

EASEMENT VACATION:

A portion of an existing utility and drainage easement located in Lot Numbered One (1) of the replat of the final plat of Lot One (1), Block Three (3) and Lots Four (4) and Five (5) of Block Four (4) of Springdale Industrial Park Number Two, Phase I and the Final Plat of Springdale Industrial Park II, Phase III as per plat filed in Plat Book 15 at Page 44 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is N 02 degrees 17' 21" E 30.00' and S 87 degrees 42' 06" E 48.66' from an existing rebar marking the southwest corner of Lot One (1) and running thence S 87 degrees 42' 06" E 133.51', thence S 02 degrees 17' 21" W 12.73', thence N 87 degrees 31' 58" W 133.52', thence N 02 degrees 17' 21" E 12.34' to the point of beginning.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that June 11, 2013, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this _____ day of May, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

