

**SCHEDULED MEETINGS:**

- 5:00 p.m. Tuesday, October 23<sup>rd</sup>, Finance Committee meeting:
- This meeting is pertaining to Agenda Items 9 A & B and will be held in the Multi-Purpose Room, #236, second floor of the City Administration Building, 201 Spring Street.
- REMINDER: The next Budget Committee meeting is scheduled for Monday, October 22<sup>nd</sup> at 6:00 p.m. in the Multipurpose Room,
- REMINDER: the next Committee meetings are scheduled for 5:00 p.m. Monday, Nov 5<sup>th</sup>, 2012. Committee agendas will be available on Friday, November 2<sup>nd</sup>, 2012.

**SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, OCTOBER 23<sup>rd</sup>, 2012**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation - **Mayor Sprouse**

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

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

Recognition of a Quorum
4. Comments from Citizens  

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Reports
  - a) Planning Commission Report from June 3<sup>rd</sup> meeting (will be passed out later)
  - b) Street & Capital Improvement Program Update. **Pg 1**
  - c) Buildings & Inspection for September **Pg's 2-4**
6. Approval of Minutes
  - a) October 9<sup>th</sup>, 2012 **Pg's 5-14**
7. A Report on the Economic Development Program by Lance Eads, VP of Economic Development, Chamber of Commerce.
8. Procedural Motions
  - A. Entertain Motion to read all Ordinances and Resolutions by title only.
  - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....***9 A & B; 11 A & B; 13.** (Motion must be approved by two-thirds (2/3) of the council members).
9. Finance Committee Report & Recommendations by Chairman Bobby Stout:
  - A. **An Ordinance** authorizing the issuance of Sales and Use Tax Bonds, Series 2012 for the purpose of financing the cost of capital improvements; pledging collections of a 1.0% sales and use tax to pay the principals of and interest on the bonds; prescribing other matters relating thereto; and declaring an emergency. **Pg's 15-35**

- B. **An Ordinance** to waive competitive bidding for the purchase of Health, Dental, Life, Vision and Long Term Disability Insurance. Pg's 36-37
- C. **A Resolution** amending the 2012 Budget of the Buildings Department. Pg's 38-39
- 10. **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 City Attorney Jeff Harper (petitioner Buffy Howle, property located at 3827 S. Miller Road). Pg's 40-42
- 11. Planning Commission Recommendations by Planning Director Patsy Christie:
  - A. **An Ordinance** rezoning 1.498 acres owned by J & I Partners, LLC located at 3093 E. Robinson Road from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. Pg's 43-45
  - B. **An Ordinance** rezoning 2.5 acres owned by Richland Commercial Masonry Company located at 3215 N. Thompson from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. Pg's 46-48
  - C. **A Resolution** approving a Conditional Use at Grand Valley Subdivision Phase I Lot 9 as set forth in Ordinance No. 4030, requested by Brian Glenn on behalf of Grand Valley Property Owner's Association. Pg's 49-50

WAIVER:

- D. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 to 114 Sage Street in connection with W12-13. Pg's 51-52
- E. **A Resolution** approving a Waiver of Street Improvements, Drainage, Curbs, Gutters and Sidewalks as set forth in Ordinance No. 3725 to Parcel's #001-14804-002 and #001-14804-000 in connection with W12-14. (Property located at 16827 E Hwy 412) Pg's 53-54
- 12. **A Resolution** authorizing the execution of a rental contract for locating communication equipment for the Fire Department, presented by Fire Chief Mike Irwin. Pg's 55-64
- 13. **An Ordinance** authorizing the City Clerk to file a Clean-up Lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 4403 Atchison Avenue, 4112 Green Side Lane, 715 N. Mill Street, 3003 Napa Lane and 3068 Napa Lane, presented by City Attorney Jeff Harper. Pg's 65-92
- 14. **A Resolution** authorizing the Mayor to sign a relocation agreement with Springdale Water Utilities for the Johnson Road Project, presented by Patsy Christie, Planning Director. Pg's 93-97
- 15. Comments from Department Heads.
- 16. Comments from Council Members.
- 17. Comments from City Attorney.
- 18. Comments from Mayor Sprouse.
- 19. Adjournment.

## MEMORANDUM

**TO:** City Council Members  
**FROM:** Patsy Christie, Division Director  
**DATE:** October 23, 2012  
**SUBJECT:** Capital Improvement Program Status Update

### **Capital Improvement Program:**

- 1) Don Tyson Parkway Interchange**
  - Reed and Associates has been preparing appraisals and the appraisal review process is underway.
  - Staking of the Right-of-Way has been performed along all property acquisition parcels.
  - 100% plans, specifications, and cost estimate for the Don Tyson Parkway Interchange were submitted to AHTD.
  
- 2) Johnson Road – I-540 to Hwy 412**
  - The City has entered into a construction contract with APAC and a notice to proceed for Phase I has been issued for Monday, October 22<sup>nd</sup>.
  - SWU has entered into a construction contract with Emery Sapp & Sons for their relocations.
  - A preconstruction conference was held on Tuesday, October 16<sup>th</sup>.
  - A bid opening for the demolition and asbestos abatement contract was held on Tuesday, October 2<sup>nd</sup>, and D & R, LLC. was the low bidder. We are awaiting the return of an executed contract.
  
- 3) Elm Springs Road Improvements – Phase II**
  - A final walkthrough for Springdale Water Utilities occurred on Friday, September 21<sup>st</sup>.
  - A final walkthrough with AHTD was performed on Thursday, October 4<sup>th</sup>.
  - The contractor is working to address the remaining punch list items.

City of Springdale's  
**Mayor Doug Sprouse and City Council Report**  
 Month of September, 2012

	Total Complaints	Working Complaints	Archived Complaints	Complaints (No Violation)	New Cases	Completed Cases	Complaint Based Cases	Inspector Based Cases	Initial Inspections	Reinspections	Total Inspections	Citations	Court	Closed - No Violations	Voluntary Compliance	City Abatements
<b>Business Licenses</b>																
Business License	5	3	2	0	6	11	5	4	17	32	49	0	0	0	10	0
<b>Environment</b>																
Dead Tree	4	2	2	0	8	9	4	9	15	14	29	0	0	1	5	1
Fences	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Graffiti	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
Inoperative Motor Vehicles	3	1	2	0	5	5	3	8	8	12	20	0	0	0	5	1
Junk and Trash	35	6	29	0	31	130	36	82	158	200	358	0	0	12	114	1
Refrigerators / Freezer	0	0	0	0	0	1	0	1	1	1	2	0	0	0	1	0
Stagnant Water	2	1	1	0	2	2	2	4	3	4	7	0	0	0	1	2
Tall Grass and Weeds	91	25	66	0	111	387	90	405	463	714	1177	0	0	22	355	51
Tree Debris	3	1	2	0	12	24	3	25	35	47	82	0	0	1	22	5
Unsanitary pools	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
<b>Home Office Inspection</b>																
Home Office	4	0	4	0	0	5	4	0	0	0	0	0	0	5	0	0
<b>Property Maintenance</b>																
Fences	2	1	1	0	1	5	2	0	6	9	15	0	0	0	4	0
General Residence Maintenance	5	0	5	0	5	13	5	7	16	22	38	1	0	2	8	1
Over Occupancy	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2	1
Pest Infestation	2	0	2	0	0	3	2	0	3	2	5	0	0	1	2	0

<b>Pools</b>	4	1	3	0	1	5	4	0	6	11	17	0	0	0	5	1
<b>Signs</b>																
Illegal Signs	3	1	2	0	1	16	3	5	15	14	29	0	0	1	14	1
Sign Permit Required	0	0	0	0	3	16	0	13	18	20	38	0	0	2	14	0
<b>Solid Waste</b>																
Trash Can Left at Curb	2	0	2	0	0	2	2	0	2	1	3	0	0	1	1	0
<b>Streets, sidewalks &amp; public places</b>																
Address Numbers	2	1	1	0	4	7	2	7	10	16	26	0	0	2	5	0
Obstruction on Roadway	1	0	1	0	0	0	1	0	0	2	2	0	0	0	0	0
Obstruction on Sidewalk	1	0	1	0	0	1	1	0	1	0	1	0	0	1	0	0
<b>Traffic &amp; Vehicles</b>																
Parking & driving on sidewalk	1	0	1	0	0	1	1	0	1	0	1	0	0	0	1	0
Parking And Storage Certain Vehicles	3	1	2	0	2	13	3	13	12	13	25	0	0	2	9	3
Parking in the yard.	8	1	7	0	3	24	8	17	26	24	50	0	0	4	20	0
<b>Utilities</b>																
Water Service	0	0	0	0	0	1	0	0	1	1	2	0	0	0	1	0
<b>Vacant Building</b>																
Vacant Building	0	0	0	0	0	11	0	11	11	0	11	0	0	11	0	0
<b>Zoning</b>																
Accessory Structures	1	0	1	0	1	1	1	1	2	1	3	0	0	1	0	0
Building Permits Required	3	1	2	0	1	3	3	2	3	6	9	0	0	1	2	0
Business in Residential	3	1	2	0	1	3	3	0	3	0	3	0	0	2	1	0
Fence Requirements	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0
Garage Sales Permits	1	0	1	0	0	2	1	0	2	1	3	0	0	0	1	0

Miscellaneous Zoning Violations	1	0	1	0	0	1	1	0	2	3	5	0	0	0	1	0
Parking-Auto Sales/Services	0	0	0	0	0	8	0	7	8	10	18	0	0	0	8	0
Surfacing	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>192</b>	<b>47</b>	<b>145</b>	<b>0</b>	<b>198</b>	<b>714</b>	<b>191</b>	<b>622</b>	<b>848</b>	<b>1180</b>	<b>2028</b>	<b>1</b>	<b>0</b>	<b>72</b>	<b>612</b>	<b>68</b>

SPRINGDALE CITY COUNCIL  
OCTOBER 9, 2012

The City Council of the City of Springdale met in regular session on October 9, 2012, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

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

APPROVAL OF THE MINUTES

Alderman Jaycox moved the minutes of the September 25, 2012 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

REPORT ON PREPARATIONS FOR THE BOND SALES BY BOB WRIGHT (CREWS & ASSOCIATES) AND KEVIN FAUGHT (STEPHENS INC)

Bob Wright, Crews & Associates, and Kevin Faught, Stephens Inc., were at council to update them on the bond issue. He reported a pretty lengthy credit package was put together for Standard and Poor's and two analysts came in last week to visit the area. They should know the credit rating on these bonds by tomorrow and will report back in a couple of weeks.

RESOLUTION NO. 110-12 – AMENDING THE 2012 BUDGET OF THE POLICE DEPARTMENT

Mayor Sprouse presented a Resolution amending the 2012 Budget of the Police Department appropriating \$8,500 for a vehicle lift and \$3,500 for SUV seats.

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

**A RESOLUTION AMENDING THE 2012 BUDGET OF THE POLICE DEPARTMENT**

**WHEREAS**, the City of Springdale Police Department has received reimbursements for equipment damages that have not been appropriated for expenditure, and

**WHEREAS**, the Police Chief has requested an appropriation of \$8,500 for a vehicle lift and \$3,500 for SUV seats;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2012 budget of the 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	10105013970000	Insurance Recoveries	-0-	12,000		12,000
Police	10105014218030	Capital Equipment	45,500	12,000		57,500

**PASSED AND APPROVED** this \_\_\_\_ day of October, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 110-12.

ORDINANCE NO. 4633 – TO WAIVE COMPETITIVE BIDDING FOR INSTALLING BOX CULVERTS ON HYLTON ROAD

Public Works Director Sam Goade presented an Ordinance to waive competitive bidding for installing box culverts on Hylton Road. Necessary Construction Company submitted the lowest quote of \$59,812 for this work.

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

James Skelton, 3739 Julio Road, asked Council about getting sidewalks from Julio Road down to Don Tyson Parkway.

The CIP Committee will study this suggestion.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4633.

RESOLUTION NO. 111-12 – AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR THE PURCHASE OF VEHICLES FOR THE FIRE DEPARTMENT

Fire Chief Mike Irwin presented a Resolution authorizing \$125,000 out of Capital Improvement Project Funds for the purchase of four vehicles for the Fire Department.

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

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT PROJECT FUNDS FOR THE PURCHASE OF VEHICLES FOR THE FIRE DEPARTMENT**

**WHEREAS**, the City has disposed of several old Fire Department vehicles that were requiring considerable maintenance to keep them running, and

**WHEREAS**, the Fire Chief has recommended replacing four of these vehicles, and

**WHEREAS**, this acquisition could be completed this year and the Fire Department using these vehicles to better serve or citizens.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the expenditure of a maximum of \$125,000 of Capital Improvement Project Funds is hereby authorized for the acquisition and equipping of four vehicles for the Fire Department.

**PASSED AND APPROVED** this \_\_\_\_ day of October, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 111-12.

RESOLUTION NO. 112-12 – AUTHORIZING THE JOHNSON ROAD DEMOLITION  
AND ASBESTOS ABATEMENT CONTRACT

Staff Engineer Alan Pugh presented a Resolution authorizing the Johnson Road demolition and asbestos abatement contract with D & R, LLC., in the amount of \$82,271.00 with a 10% construction contingency (\$8,271.00). There are two structures requiring demolition associated with the construction work and utility relocations associated with the Johnson Road Project.

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

**A RESOLUTION AUTHORIZING AWARD OF THE JOHNSON  
ROAD DEMOLITION AND ASBESTOS ABATEMENT  
CONTRACT.**

**WHEREAS**, the Right-of-Way is to be cleared for construction work and utility relocations associated with the Johnson Road Project (CP-0808, AHTD JOB 040272/040619, F.A.P. HPP-STP-9399(14));

**WHEREAS**, there are two properties with structures requiring demolition associated with the above project (Tract 17 – residential structure with outbuildings and Tracts 19/20 – Warehouse structure with concrete loading dock);

**WHEREAS**, the residential structure has various asbestos containing materials which require abatement prior to demolition);

**WHEREAS**, sealed competitive bids for the demolition and asbestos abatement were opened on October 2, 2012 and D & R, LLC. was the low bidder with a lump sum bid of \$82,271.00;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that: the Mayor and City Clerk are hereby authorized execute a construction contract for the Demolition and Asbestos Abatement on the Johnson Road project with D & R, LLC., in the amount of \$82,271.00 with a 10% construction contingency (\$8,271.00). The total project cost shall not exceed \$90,498.10 without Council approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of October, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 112-12.

PROPOSED ORDINANCE ORDERING THE RAZING (DEMOLITION) AND  
REMOVAL OF A COMMERCIAL STRUCTURE LOCATED AT 317 EAST EMMA  
AVENUE

Alderman Watson said a proposed ordinance came before the Health and Sanitation Committee tonight regarding the demolition of a commercial structure located at 317 East Emma Avenue. The property owner, James Cypert, came before the committee indicating that he is working diligently trying to come up with a contractor to make repairs and bring the building back into compliance. He requested this ordinance be tabled.

Alderman Watson made the motion, at the recommendation of the Health and Sanitation Committee, to table the proposed ordinance until the November 27, 2012 City Council meeting. Alderman Reed made the second.

The vote:

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

No: None

ORDINANCE NO. 4634 – ACCEPTING THE REPLAT OF LOT 14 AND 54 IN  
SHENANDOAH HILLS SUBDIVISION TO THE CITY OF SPRINGDALE,  
ARKANSAS, TO BE KNOWN AS LOTS 14A & 15A IN SHENANDOAH HILLS  
SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING  
AN EMERGENCY (PROPERTY LOCATED SOUTH OF PASIFINO LOOP AND  
WEST OF 71B)

Patsy Christie presented an Ordinance accepting the Replat of Lot 14 and 54 in Shenandoah Hills Subdivision to the City of Springdale, Arkansas, to be known as Lots 14A & 15A in Shenandoah Hills Subdivision to the City of Springdale, Arkansas and declaring an emergency (property located south of Pasifino Loop and west of 71B).

Planning Commission recommended approval at their October 2, 2012 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4634.

ORDINANCE NO. 4635 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 2504 JO AVENUE

City Attorney Jeff Harper presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 2504 Jo Avenue. Madeline J. Harrell is the owner of the property.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4635.

RESOLUTION NO. 113-12 – TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS

City Attorney Jeff Harper presented a Resolution to levy 2012 Washington County Ad Valorem Taxes of the City of Springdale, Arkansas.

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

**A RESOLUTION TO LEVY WASHINGTON  
COUNTY AD VALOREM TAXES OF THE CITY OF  
SPRINGDALE, ARKANSAS.**

**WHEREAS**, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes at their regular meeting in October of each year; and,

**WHEREAS**, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

**WHEREAS**, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

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

**SECTION 1:** That the following levies be approved for collection in the year 2013 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2012 property tax levy to be collected by the Washington County Tax Collector are as follows:

	<b>REAL ESTATE</b>	<b>PERSONAL PROPERTY</b>
<b>GENERAL FUND</b>	.0047	.0047
<b>FIREMEN'S PENSION</b>	.0005	.0005
<b>POLICEMEN'S PENSION</b>	.0005	.0005
<b>TOTAL</b>	<u>.0057</u>	<u>.0057</u>

**SECTION 2:** The 2012 voluntary taxes to be collected by the City Clerk are as follows:

	<b>REAL ESTATE</b>	<b>PERSONAL PROPERTY</b>
<b>CITY FIRE FUND</b>	.0015	.0015
<b>LIBRARY</b>	.001	.001
<b>TOTAL</b>	<u>.0025</u>	<u>.0025</u>

**SECTION 3:** The voluntary taxes will be printed in the Washington County Tax Collector's office and shall be billed and collected by the Washington County Tax Collector's office.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 113-12.

RESOLUTION NO. 114-12 – TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS

City Attorney Jeff Harper presented a Resolution to levy 2012 Benton County Ad Valorem Taxes of the City of Springdale, Arkansas.

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

**A RESOLUTION TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.**

**WHEREAS**, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes at their regular meeting in October of each year; and,

**WHEREAS**, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

**WHEREAS**, all property taxes except for voluntary taxes will be collected by the County Clerk and Tax Collector of Benton County. All voluntary taxes will be collected by the City Clerk/Treasurer.

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

**SECTION 1:** That the following levies be approved for collection in the year 2013 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Benton County.

The 2012 property tax levy to be collected by the Benton County Tax Collector are as follows:

	<b>REAL ESTATE</b>	<b>PERSONAL PROPERTY</b>
<b>GENERAL FUND</b>	.0047	.0047
<b>FIREMEN'S PENSION</b>	.0005	.0005
<b>POLICEMEN'S PENSION</b>	.0005	.0005
<b>TOTAL</b>	<u>.0057</u>	<u>.0057</u>

**SECTION 2:** The 2012 voluntary taxes to be collected by the City Clerk are as follows:

	<b>REAL ESTATE</b>	<b>PERSONAL PROPERTY</b>
<b>CITY FIRE FUND</b>	.0015	.0015
<b>LIBRARY</b>	.001	.001
<b>TOTAL</b>	<u>.0025</u>	<u>.0025</u>

**SECTION 3:** The voluntary taxes will be printed by the City Clerk's office for those residents of Springdale, Arkansas, and shall be billed and collected by the City Clerk's office for the City of Springdale, Arkansas.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 114-12.

**RESOLUTION NO. 115-12 – AUTHORIZING THE EXECUTION OF A GENERATOR MAINTENANCE AGREEMENT WITH UNITED ENGINES, LLC.**

Fire Chief Mike Irwin presented a Resolution authorizing the execution of a generator maintenance agreement with United Engines, LLC., for ten different facilities with backup electric generators that require maintenance.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GENERATOR MAINTENANCE AGREEMENT WITH UNITED ENGINES, LLC**

**WHEREAS**, the City of Springdale currently has ten (10) different facilities with backup electric generators that require maintenance; and

**WHEREAS**, the successful operation of these generators during a power outage is critical; and

**WHEREAS**, having all of the generators on one contract improves performance and reduces the over all costs;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute an inspection, maintenance and repair agreement for emergency standby equipment for the annual amount of \$10,383.72

**PASSED AND APPROVED** this \_\_\_\_ day of October, 2012.

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

SPRINGDALE CITY COUNCIL  
OCTOBER 9, 2012

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 115-12.

COMMITTEE MEETINGS

The Parks and Recreation Committee will meet on Monday, October 15<sup>th</sup>, at 5:30 p.m., and then the budget meetings will follow starting around 6:00 p.m.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:37 p.m.

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

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

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

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS, SERIES 2012 FOR THE PURPOSE OF FINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1.0% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.**

WHEREAS, there was submitted to the qualified electors of the City of Springdale, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds, a portion of which are described as follows: (a) bonds in the maximum principal amount of \$45,000,000 to finance all or a portion of the costs of new, and improvements to existing, streets, roads and bridges, including particularly, without limitation, any curb, gutter and drainage improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidewalks and traffic signals related thereto (the "Street Improvements"); (b) bonds in the maximum principal amount of \$17,000,000 to finance all or a portion of the costs of park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, lighting and utility improvements therefor (the "Park and Recreational Improvements"); and (c) bonds in the maximum principal amount of \$9,000,000 to finance all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the City's fire department, including any necessary land acquisition and parking improvements therefor (the "Fire Department Improvements"); and

WHEREAS, at the special election held August 14, 2012, a majority of the electors voting on the questions approved the issuance of such bonds; and

WHEREAS, the City Council of the City has determined to accomplish the Park and Recreational Improvements, the Fire Department Improvements and the Street Improvements and to issue capital improvement bonds in the aggregate principal amount of \$\_\_\_\_\_ designated as "City of Springdale, Arkansas Sales and Use Tax Bonds, Series 2012" (the "Series 2012 Bonds"); and

WHEREAS, the City has made arrangements for the sale of the Series 2012 Bonds to Crews & Associates, Inc. and Stephens Inc. (collectively, the "Purchaser"), at a price of \$\_\_\_\_\_ (principal amount plus net original issue premium of \$\_\_\_\_\_ and less underwriter's discount of \$\_\_\_\_\_), plus accrued interest (the "Purchase Price"), pursuant to a Bond Purchase Agreement between the Purchaser and the City (the "Agreement"), which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated October \_\_, 2012, offering the Series 2012 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the Series 2012 Bonds, has been presented to and is before this meeting; and

WHEREAS, the principal amount of the Series 2012 Bonds is allocated among purposes as hereinafter set forth in Section 22 hereof; and

WHEREAS, the City is authorized to issue additional parity bonds under Section 11 hereof ("Additional Parity Bonds"), and the Series 2012 Bonds and the Additional Parity Bonds are hereinafter referred to collectively as the "bonds";

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Springdale, Arkansas:

Section 1. The offer of the Purchaser for the purchase of the Series 2012 Bonds from the City at the Purchase Price, for Series 2012 Bonds bearing interest at the rates per annum, maturing and otherwise subject to the terms and provisions hereafter in this Ordinance set forth in detail be, and is hereby accepted and the Agreement, in substantially the form submitted to this meeting, is approved and the Series 2012 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the Series 2012 Bonds is hereby in all respects approved and confirmed, and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City as set forth in the Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and other officers of the City are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 4. Under the authority of the Constitution and laws of the State, including particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, the Series 2012 Bonds are hereby authorized and ordered issued in the total principal amount of \$\_\_\_\_\_, the proceeds of the sale of which are necessary to provide all or a portion of the funds necessary for accomplishing the Street Improvements, the Park and Recreational Improvements and the Fire Department Improvements (collectively, the "Improvements"), paying expenses incidental thereto, providing a debt service reserve, and paying expenses of issuing the Series 2012 Bonds.

The Series 2012 Bonds shall bear interest at the rates and shall mature on November 1 in the amounts and in the years as follows:

<u>Year</u> <u>(November 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

The Series 2012 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the Series 2012 Bonds shall be numbered from 1 upward in order of issuance. Each Series 2012 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any Series 2012 Bond shall not affect its validity.

Each Series 2012 Bond shall be dated as of November 1, 2012. Interest on the Series 2012 Bonds shall be payable on May 1, 2013, and semiannually thereafter on May 1 and November 1 of each year. Payment of each installment of interest shall be made to the person in whose name the Series 2012 Bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books; provided, however, payment of interest shall be made by wire transfer if requested by a registered owner of the Series 2012 Bonds in the aggregate principal amount of \$1,000,000 or

more. Principal of the Series 2012 Bonds shall be payable at the principal corporate trust office of the Trustee.

Each Series 2012 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from November 1, 2012, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such Series 2012 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No Series 2012 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such Series 2012 Bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any Series 2012 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Series 2012 Bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, series, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the same without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause to be maintained books for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of bonds of any other authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver bonds

which the registered owner making the exchange is entitled to receive. The execution by the City of any bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall be thereby authorized to authenticate and deliver such bond.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. Neither the Trustee nor the City shall be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest on any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The Series 2012 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Series 2012 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the Series 2012 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten Series 2012 Bond for each stated maturity date which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive the Series 2012 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Series 2012 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2012 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2012 Bonds. The Series 2012 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the Series 2012 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the owners of all outstanding Series 2012 Bonds, the City and the Trustee, after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Series 2012 Bonds from the securities depository, and authenticate and deliver Series 2012 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2012 Bonds) of the City or of the beneficial owners of the Series 2012 Bonds.

Prior to issuance of the Series 2012 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the Series 2012 Bonds so long as the Series 2012 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2012 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the Series 2012 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of Series 2012 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Section 6. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The Series 2012 Bonds and the Trustee's Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2012 Bond)

REGISTERED

REGISTERED

No. \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF ARKANSAS  
COUNTY OF WASHINGTON  
CITY OF SPRINGDALE  
SALES AND USE TAX BOND  
SERIES 2012

Interest Rate: \_\_\_\_\_ %  
Dated Date: November 1, 2012  
Registered Owner: Cede & Co.  
Principal Amount: \_\_\_\_\_

Maturity Date: November 1, \_\_\_\_\_  
CUSIP No.: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That the City of Springdale, County of Washington, State of Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on each May 1 and November 1 after the Dated Date shown above, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of

DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Bonds, Series 2012, aggregating \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_) in aggregate principal amount (the "bonds"), and is issued for the purpose of financing the costs of accomplishing street improvements, park and recreational improvements and fire department improvements, paying necessary expenses incidental thereto, providing a debt service reserve, and paying expenses of authorizing and issuing the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. \_\_\_\_\_ of the City duly adopted on \_\_\_\_\_, 2012 (the "Authorizing Ordinance"), and an election duly held on August 14, 2012 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections that are received by the City (the "Pledged Revenues") from a 1.0% sales and use tax (the "Tax") levied by the City under Title 26, Chapter 75, Subchapter 2 of the Arkansas Code of 1987 Annotated and Ordinance No. 2082 of the City duly adopted on March 13, 1992, and the City hereby pledges the Pledged Revenues for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds.

The bonds are subject to extraordinary and optional redemption as follows:

(1) The bonds shall be redeemed by the City from proceeds of the bonds not needed for the intended purposes on any interest payment date, in whole or in part, and if in part in inverse order of maturity and by lot within a maturity in such manner as the Trustee shall determine, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

(2) The bonds are subject to redemption at the option of the City, from funds from any source, on and after \_\_\_\_\_, 20\_\_\_\_, in whole at any time or in part on any

interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or by other standard means, including facsimile transmission and electronic communication, to all registered owners of bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

**IT IS HEREBY CERTIFIED, RECITED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest

thereon has been duly levied under the laws of the State and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(SEAL)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: \_\_\_\_\_

FIRST SECURITY BANK  
Searcy, Arkansas  
TRUSTEE

By \_\_\_\_\_  
Authorized Signature

(A Form of Assignment shall be attached to the bonds.)

Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from collections of a 1.0% sales and use tax (the "Tax") levied by Ordinance No. 2082, adopted March 13, 1992 (the "Pledged Revenues"), to the payment of the principal of and interest on the bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and charges of the Trustee and any required arbitrage rebate due to the United States. The City covenants that the Tax shall not be repealed or reduced while any of the bonds are outstanding. The City further covenants to use due diligence in collecting the Tax. Nothing herein shall prohibit the City from increasing the Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged hereunder.

**Section 8.** (a) The City hereby designates First Security Bank, Searcy, Arkansas as the bank which shall receive collections of the Tax from the State Treasurer and the City covenants to file a written designation thereof with the State Treasurer prior to the issuance of the Series 2012 Bonds. The Trustee shall deposit all Pledged Revenues as and when received into a special fund of the City in the Trustee which is hereby created and designated "Sales and Use Tax Revenue Fund" (the "Revenue Fund").

(b) Moneys in the Revenue Fund shall, within two (2) business days of receipt, be transferred to the following accounts each month, in the following order of priority:

(1) 1/6 of the interest on the bonds next due - Debt Service Account in the Bond Fund (hereinafter identified); and

(2) 1/12 of the principal of the bonds next due at maturity or upon mandatory sinking fund redemption - Debt Service Account in the Bond Fund; and

(3) the Trustee's fees and expenses and other administrative charges next due - Expense Account in the Bond Fund; and

(4) the amount which may be necessary to increase the Debt Service Reserve Account to the required level - Debt Service Reserve Account in the Bond Fund; and

(5) the amount necessary to pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code") - Expense Account in the Bond Fund; and

(6) balance shall be transferred to the City for use for lawful purposes within two business days of receipt.

The deposits made into the Debt Service Account in the Bond Fund shall be reduced in order to take into account as a credit (1) interest earnings, (2) accrued interest deposited therein from bond proceeds and (3) transfers from the Debt Service Reserve Account. The deposits made into the Debt Service Account shall be increased as needed (a) so that approximately level payments are made in order to make the first two debt service payments on the bonds and (b) in order to make up any deficiencies in prior months' deposits.

**Section 9.** (a) There is hereby created a special fund of the City in the Trustee which is designated "Sales and Use Tax Bond Fund" (the "Bond Fund"), for the purpose of providing funds for the payment of principal of and interest on the bonds as they become due at maturity or at redemption prior to maturity, the Trustee's fees and expenses and other administrative charges, and any arbitrage rebate due the United States under Section 148(f) of the Code. There shall be established in the Bond Fund the following accounts into which money from the Revenue Fund shall be deposited monthly: (i) Debt Service Account; and (ii) Expense Account. Moneys in the following Bond Fund accounts shall be used on each interest payment date in the following order of priority as and when necessary:

- (1) to pay the interest on the bonds then due; and
- (2) to pay the principal of the bonds then due at maturity or upon mandatory sinking fund redemption; and
- (3) to make provision in the Bond Fund for payment of one-half of the principal next due on the bonds at maturity or upon mandatory sinking fund redemption if principal is not due on such interest payment date; and
- (4) to transfer into the Debt Service Reserve Account (hereinafter identified) such amounts as necessary to increase the Debt Service Reserve Account to the Required Level (hereinafter defined); and
- (5) to pay the Trustee's fees and expenses and other administrative charges then due; and
- (6) to pay the amount which is payable as arbitrage rebate to the United States Treasury under Section 148(f) of the Code; and
- (7) to redeem bonds prior to maturity according to the redemption provisions of the bonds.

In addition, moneys in the Expense Account shall be used to pay, when due, the arbitrage rebate.

The Bond Fund (excluding those moneys in the Debt Service Reserve Account and the Redemption Account) shall, except as provided in this Section, be depleted once a year except for a carryover amount not to exceed the greater of (i) one year's earnings on the Bond Fund or (ii) 1/12 of the debt service on the bonds. Any moneys in the Bond Fund shall, except as provided in this Section, be spent for one of the above purposes within a thirteen-month period beginning on the date of deposit, and any amount received from investment of money held in the Bond Fund will be spent within a one-year period beginning on the date of receipt. The Trustee shall recalculate the Required Level upon the defeasance or payment in full of any particular issue of the bonds.

(b) There shall be established and maintained in the Bond Fund a Debt Service Reserve Account in an amount equal to one-half of the maximum annual debt service requirements on the bonds (the "Required Level"). The City shall fund the Debt Service Reserve Account at the times the bonds are issued. Moneys in the Debt Service Reserve Account shall be used to make principal and interest payments on the bonds when due if moneys in the Bond Fund are not otherwise sufficient for that purpose. Moneys in the Debt Service Reserve Account over and above the Required Level shall be immediately transferred from the Debt Service Reserve Account into the Bond Fund. The Trustee shall recalculate the Required Level upon the defeasance or payment in full of any particular issue of the bonds. The Required Level for the Debt Service Reserve Account shall be reduced at the time an issue of bonds is no longer

outstanding to an amount equal to one-half of the maximum annual debt service requirements on the issues of bonds that remain outstanding.

(c) When the moneys in the Bond Fund shall be and remain sufficient to pay (1) the principal of all the bonds then outstanding, (2) interest on the bonds until the next interest payment date, (3) the Trustee's fees and expenses and other administrative charges, and (4) any arbitrage rebate due to the United States under Section 148(f) of the Code, there shall be no obligation to make any further payments into the Bond Fund and any Pledged Revenues remaining in the Bond Fund after the principal of, premium, if any and interest on the bonds and the other obligations set forth herein have been paid may be used by the City for any lawful purpose.

(d) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the bonds, Trustee's fees and expenses and other administrative charges, and any arbitrage rebate due to the United States under Section 148(f) of the Code as the same become due

(e) The Trustee is authorized and directed to withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

(f) The bonds shall be specifically secured by a pledge of the Pledged Revenues, which pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City, and the officers and employees of the City, shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 10. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) non-callable Government Securities (as defined in Section 17 hereof) (provided that such deposit will not cause any of the bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Government Securities.

When all the bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses, and if any required arbitrage rebate payment has

been made to the United States under Section 148(f) of the Code or provision made therefor, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City.

**Section 11.** The City covenants that it will not issue any additional bonds, or incur any additional obligations, secured by a lien on or pledge of the Pledged Revenues prior to the lien and pledge in favor of the outstanding bonds. The City further covenants that it will not issue additional bonds, or incur additional obligations, secured by a lien on or pledge of the Pledged Revenues on a parity with the outstanding bonds, except as hereinafter authorized. Additional Parity Bonds may be issued so long as the City has received collections from the Tax for a 12 month period that ends not less than 30 and not more than 90 days prior to the date that the Additional Parity Bonds are authorized by the City Council of the City to be issued, in an amount equal to or in excess of 150% of the maximum annual debt service requirement for the Series 2012 Bonds, any outstanding Additional Parity Bonds and the Additional Parity Bonds proposed to be issued. Notwithstanding the above, nothing herein shall be construed to prohibit the City from refunding any bonds and pledging the Pledged Revenues to the refunding bonds on a parity with the non-refunded bonds and such refunding bonds shall be a part of the Additional Parity Bonds hereunder.

The City may issue additional bonds, or incur additional obligations, secured by a lien on or pledge of the Pledged Revenues, expressly subordinate to the lien and pledge in favor of the bonds.

**Section 12.** The Series 2012 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the face of the bond form set forth in Section 6 of this Ordinance. The City hereby covenants to use Series 2012 Bond proceeds not necessary for the purposes intended to redeem Series 2012 Bonds on the first available interest payment date.

**Section 13.** It is hereby covenanted and agreed by the City with the owners of the bonds that the City will faithfully and punctually perform all duties with reference to the Tax and the bonds required by the Constitution and laws of the State and by this Ordinance, including the collection of the Pledged Revenues, as herein specified and covenanted, and the applying of the Pledged Revenues as herein provided.

**Section 14.** The Trustee will keep or cause to be kept proper books of accounts and records in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and such books shall be available for inspection by the City, the Purchaser, and the owner of any of the bonds at reasonable times and under reasonable circumstances. The Trustee shall furnish a report to the City on a monthly basis of all receipts and disbursements of the Pledged Revenues received by the Trustee, which monthly report shall commence one month following the first month in which the Pledged Revenues are received by the Trustee.

**Section 15.** (a) If there be any default in the payment of the principal of and interest on any of the bonds, or if the City defaults in the performance of any covenant contained

in this Ordinance, the Trustee may, and shall, upon the written request of the owners of not less than 25% in principal amount of the bonds then outstanding, by proper suit compel the performance of the duties of the officials of the City under the Constitution and laws of the State and under this Ordinance, and to take any action or obtain any proper relief in law or equity available under the Constitution and laws of the State.

(b) No owner of any bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or in law for the protection or enforcement of any right under this Ordinance or under the Constitution and laws of the State unless such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 25% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the Constitution and laws of the State, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expense and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Ordinance or to any other remedy hereunder. It is understood and intended that no one or more owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the outstanding bonds, and that any individual rights of action or other right given to one or more of such owners by law are restricted by this Ordinance to the rights and remedies herein provided.

(c) All rights of action under this Ordinance or under any of the bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name and for the benefit of all the owners of the bonds, subject to the provisions of this Ordinance.

(d) No remedy herein conferred upon or reserved to the Trustee or to the owners of the bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by any law or by the Constitution of the State.

(e) No delay or omission of the Trustee or of any owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy given by this Ordinance to the Trustee and to the owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(f) The Trustee may, and upon the written request of the owners of not less than a majority of the owners in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

**Section 16.** When the Series 2012 Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchaser upon payment of the Purchase Price. The accrued interest shall be deposited in the Bond Fund. The expenses of issuing the Series 2012 Bonds as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions") shall be paid from the Purchase Price. The amount necessary to be deposited into the Debt Service Reserve Account as set forth in the Delivery Instructions shall be deposited therein.

The balance of the Purchase Price shall be deposited in three (3) special accounts of the City in the Trustee hereby created and designated "2012 Street Improvement Fund", "2012 Park and Recreational Improvement Fund" and "2012 Fire Department Improvement Fund". Moneys initially credited to the 2012 Street Improvement Fund, 2012 Park and Recreational Improvement Fund and 2012 Fire Department Improvement Fund (collectively, the "Construction Fund") shall be allocated among the various funds comprising the Construction Fund in proportion to the principal amount of Series 2012 Bonds allocated for each purpose. The amounts credited to each fund comprising the Construction Fund shall be expended to accomplish the purpose for which the account was created. Issuance costs and other expenses not specific to any one purpose shall be joint obligations to be paid from each fund comprising the Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on that account. Each requisition must be signed by the Mayor or his designee. The Trustee shall issue its check upon the applicable fund that is a part of the Construction Fund to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from the Construction Fund.

Moneys in the Construction Fund shall also be used to pay the principal of and interest on the Series 2012 Bonds when due on a pro rata basis if moneys in the Bond Fund are not sufficient for that purpose.

When all required expenses have been paid and expenditures made from the Construction Fund for and in connection with the accomplishment of the Improvements and the financing thereof, this fact shall, if moneys remain in the Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, that all obligations payable from the Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer any remaining balance to the Bond Fund for purposes of redeeming the Series 2012 Bonds.

Section 17. (a) Moneys held for the credit of the Construction Fund shall be invested and reinvested in Permitted Investments (hereinafter defined) or other investments permitted by Arkansas law which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(b) Moneys held for the credit of the Debt Service Reserve Account shall be invested and reinvested in Permitted Investments, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than five years from the date of the investment or the final maturity date of the bonds that are outstanding on the date of the investment, whichever is earlier.

(c) Moneys held for the credit of the Bond Fund (other than the Debt Service Reserve Account) and the Revenue Fund shall be invested and reinvested in Permitted Investments, which will mature, or which will be subject to redemption by the holder thereof at the option of the holder, not later than the date or dates on which the money shall be required for the payment of the principal of and interest on the bonds when due.

(d) Obligations purchased as an investment of any fund or account shall be deemed at all times a part of such fund. Any profit or loss realized on investments of moneys in any fund shall be charged to said fund.

(e) The Trustee shall so invest and reinvest pursuant to the direction of the City and in the Trustee's discretion in the absence of any direct instructions from the City.

(f) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by Federal Deposit Insurance Corporation or, if in excess of insurance coverage, collateralized by Government Securities or other securities authorized by Arkansas law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 18. First Security Bank, Searcy, Arkansas is hereby appointed to act as Trustee and Paying Agent pursuant to this Ordinance. The Trustee shall be responsible for the exercise of good faith and reasonable prudence in the execution of its trusts. The recitals in this Ordinance and in the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the owners of not less than 25% in principal amount of bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign by giving 60 days' notice in writing to the City Clerk and the owners of the bonds, and either the City, so long as it is not in default hereunder, or the majority in principal amount of the owners of the outstanding bonds at

any time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee either by resignation or removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk. The new Trustee shall be a bank or a trust company in good standing, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000. The preceding criteria may be met by a parent corporation if the parent corporation has guaranteed the obligations of the successor trustee. The Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trusts imposed upon it by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. Notwithstanding the above, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

Section 19. (a) The terms of this Ordinance shall constitute a contract between the City and the owners of the bonds and no variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the bonds, in order to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto or in connection with the issuance of the Additional Parity Bonds, without the consent of the owners of the bonds.

(c) The owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the interest on any bond, or (2) a reduction in the principal amount of any bond or the rate of interest thereon, or (3) the creation of a pledge of the Pledged Revenues superior to the pledge created by this Ordinance, or (4) a privilege or priority of any bond or bonds over any other bond or bonds, or (5) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 20. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest payable on the bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of, the improvements being financed or the proceeds of the bonds, in such manner as to cause the bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

(c) The City covenants that it will not reimburse itself from Series 2012 Bond proceeds for any costs paid prior to the date the Series 2012 Bonds are issued except in compliance with United States Treasury Regulation No. 1.150-2 (the "Regulation"). This Ordinance shall constitute an "official intent" for the purpose of the Regulation.

(d) The City covenants that it will, in compliance with the requirements of Section 148(f) of the Code, pay with moneys in the Bond Fund to the United States Government in accordance with the requirements of Section 148(f) of the Code, from time to time, an amount equal to the sum of (1) the excess of (A) the amount earned on all Non-purpose Investments (as therein defined) attributable to the Series 2012 Bonds, other than investments attributable to such excess over (B) the amount which would have been earned if such Non-purpose Investments attributable to the Series 2012 Bonds were invested at a rate equal to the Yield (as defined in the Code) on the Series 2012 Bonds, plus (2) any income attributable to the excess described in (1), subject to the exceptions set forth in Section 148 of the Code. The City further covenants that in order to assure compliance with its covenants herein, it will employ a qualified consultant to advise the City in making the determination required to comply with this subsection (d). Anything herein to the contrary notwithstanding this provision may be modified or rescinded if in the opinion of Bond Counsel such modification or rescission will not affect the tax-exempt status of the Series 2012 Bonds for federal income tax purposes.

Section 21. The City covenants that it will take no action which would cause the bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code. The City further covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2012 Bonds are issued, a statement concerning the Series 2012 Bonds which contains the information required by Section 149(e) of the Code.

Section 22. The principal amount of the Series 2012 Bonds (\$\_\_\_\_\_ ) is allocated as follows: (a) \$\_\_\_\_\_ for the Street Improvements; (b) \$\_\_\_\_\_ for the Park and Recreational Improvements; and (c) \$\_\_\_\_\_ for the Fire Department Improvements.

Section 23. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 24. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 25. It is hereby ascertained and declared that the 2012 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove

existing hazards thereto. The Improvements cannot be accomplished without the issuance of the Series 2012 Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: \_\_\_\_\_, 2012.

APPROVED:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. \_\_\_\_\_, passed at a regular session of the City Council of the City, held at the regular meeting place of the Council, at \_\_\_\_\_ o'clock p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, and that the Ordinance is of record in Ordinance Record Book No. \_\_\_\_\_ at Page \_\_\_\_\_, now in my possession.

GIVEN under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
City Clerk

(SEAL)

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

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING  
FOR THE PURCHASE OF HEALTH, DENTAL, LIFE,  
VISION AND LONG TERM DISABILITY INSURANCE**

**WHEREAS**, the City of Springdale has provided health, dental, life, vision and long term disability insurance for its employees through Arkansas Blue Cross Blue Shield since January 1, 2007, and

**WHEREAS**, Arkansas Blue Cross Blue Shield has proposed to continue coverage for City of Springdale employees with an increase of approximately 4.8% for health insurance and 4.95% for dental insurance. There will be no change in rates for life insurance, long term disability insurance and vision insurance, and

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

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

**Section 1.** This Council finds that due to the complexity of employee insurance competitive bidding is not feasible or practical in the purchase of health, dental, life, vision and insurance needed by the City of Springdale and competitive bidding on the purchase of this benefit coverage from Arkansas Blue Cross Blue Shield for the year of 2013 is here by waived with the provision that health, dental, life and vision monthly premiums will be those rates as reflected on the attached data sheet.

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

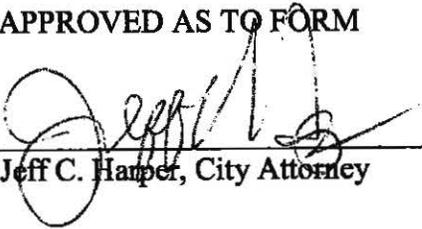
**PASSED AND APPROVED** this 23<sup>rd</sup> day of October, 2012

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

ATTEST:

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

APPROVED AS TO FORM

  
\_\_\_\_\_  
Jeff C. Harper, City Attorney

10-18-12

2013 INSURANCE RATES							
2013 BCBS HEALTH/DENTAL MONTHLY RATES:							
	HEALTH	DENTAL	LIFE	TOTAL		EMPLOYEE	
	INCLDS 20K LIFE					SHARE/MO	INCREASE/MO
EMPLOYEE ONLY	\$ 391.27	\$ 21.11	\$ 4.40	\$ 416.78		\$ 125.03	\$ 5.68
EMPLOYEE & SPOUSE	\$ 782.56	\$ 44.09	\$ 4.40	\$ 831.05		\$ 249.32	\$ 11.39
EMPLOYEE & CHILD/CHILDREN	\$ 703.94	\$ 39.66	\$ 4.40	\$ 748.00		\$ 224.40	\$ 10.24
FAMILY	\$ 1,076.02	\$ 67.36	\$ 4.40	\$ 1,147.78		\$ 344.33	\$ 15.74
<b>2013 VSP VISION RATES*:</b>							
EMPLOYEE ONLY	10.58	<b>*NO INCREASE IN VISION PREMIUMS FOR 2013</b>					
EMPLOYEE & SPOUSE	16.93						
EMPLOYEE & CHILD/REN	17.29						
FAMILY	27.87						
<b>2103 LIFE and AD&amp;D RATE*</b>							
\$4.40 per month per employee	<b>*NO INCREASE IN PREMIUMS FOR 2013</b>						
<b>2013 LONG TERM DISABILITY RATE:</b>							
\$0.55 per 100	<b>*NO INCREASE IN PREMIUMS FOR 2013</b>						

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

**A RESOLUTION AMENDING THE 2012 BUDGET OF  
THE BUILDINGS DEPARTMENT**

**WHEREAS**, the 2012 Buildings budget contained \$30,000 for contract labor and \$515,660 for payroll, and

**WHEREAS**, the contract labor budget has exceeded its costs by (\$8,000); these funds are eventually recovered along with their property taxes or through the court process, and

**WHEREAS**, the 2004 Chevrolet Blazer's transmission has went out and the Buildings Department has already spent several hundred dollars on maintenance this year on this vehicle; and

**WHEREAS**, The Chief Building Official has requested in the 2013 Budget to replace this vehicle, but due to personnel changes in their payroll account, they have a savings of approximately \$29,000 and he is requesting to purchase this vehicle now, by transferring \$20,000 to the capital account and transferring the remaining \$9,000 to the contract labor account.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2012 budget 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>
Buildings	10104034237035	Contract Labor	30,000	9,000		39,000
Buildings	10104034238030	Capital Equipment	-0-	20,000		20,000
Buildings	10104034233001	Payroll	515,660		29,000	486,660

**PASSED AND APPROVED** this 23<sup>rd</sup> day of October, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

# Memo

To: Wyman Morgan, Director of Finance & Administration  
From: Mike Chamlee, Chief Building Official  
Date: September 26, 2012  
RE: account adjustment

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Wyman,

I would appreciate the opportunity to meet with you and the Finance Committee regarding a transfer we would like to make between (3) three of our budget accounts.

One of my vehicles, a 2004 Chevrolet Blazer with approximately 70,000 miles has had the transmission go out on it. This is one of the (2) two vehicles I have asked to replace in the 2013 Budget. The estimated cost to replace the transmission is \$2,316.21. We have had to put several hundred dollars into this vehicle this year already. The KBB value for this vehicle is between \$3,100 and \$3,825 depending on the assessment of the condition.

In our contract labor account, we have exceeded the budgeted amount by approximately \$8,000 due to the (2) two demolition projects the Council approved (\$10,500).

In our payroll account we have had, due to personnel changes, a total savings of approximately \$29,000.

I propose to divide the budgeted \$29,000 from payroll between contract labor (\$9,000) and the unfunded capital account (\$20,000) to purchase a replacement vehicle. I appreciate your consideration and would happy to answer any questions you may have.

C:\Users\wymanmo\AppData\Local\Microsoft\Windows\Temporary Internet Files\OLK51D7\account transfers 092612.doc

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**, Clinton Howle and Buffy Howle have petitioned for the abandonment of utility easements described as follows:

**EASEMENT VACATION 1:**

A part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-wit: Commencing from the Southwest corner of said Forty acre tract and running S 86°25'51" E 25.17', thence N 02°45'12" E 252.46', thence S 87°14'48" E 25.00' to the true point of beginning, and running thence N 02°45'12" E 10.00', thence S 86°25'51" E 289.87', thence S 03°34'09" W 10.00', thence N 86°25'51" W 289.73' to the point of beginning. Containing 0.07 acres, more 2898.02 square feet, more or less.

**EASEMENT VACATION 2:**

A part of the Southwest Quarter of the Northwest Quarter of Section 20, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-wit: Commencing from the Southwest corner of said forty acre tract, and running S 86°25'51" E 25.17', thence N 02°45'12" E 25.30', thence S 87°26'24" E 309.94', thence S 87°17'42" E 172.39', thence N 03°58'43" E 25.00' to the true point of beginning, and running thence N 87°17'42" W 25.00', thence N 03°58'43" E 436.90'; thence N 87°28'25" W 442.98', thence N 02°28'47" E 20.00';, thence S 87°28'25" E 443.50', thence N 03°58'43" E 154.34', thence N 87°28'25" W 447.54', thence N 02°28'47" E 20.00', thence S 87°28'25" E 448.06', thence N 03°58'43" E 145.61', thence N 87°28'25" W 451.66', thence N 02°51'02" E 20.00', thence S 87°28'25" E 452.05', thence N 03°58'43" E 144.30', thence N 87°28'25" W 454.89', thence N 02°51'02" E 20.00', thence S 87°28'25" E 455.29', thence N 03°58'43" E 143.55', thence N 86°15'50" W 459.42', thence N 03°44'10" E 10.00', thence S 86°15'50" E 484.47', thence S 03°58'43" W 1114.27' to the point of beginning. Containing 1.57 acres, more or less.

**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 November 13, 2012 at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

**PASSED AND APPROVED** this \_\_\_\_\_ day of October, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff C. Harper, CITY ATTORNEY

Name of Petitioner(s): Clinton and Buffy Howle  
Petitioner(s) must be owner(s) of the property

Address: 3827 S. Miller Rd  
Springdale, AR 72762

Legal Description:  
See attached Survey

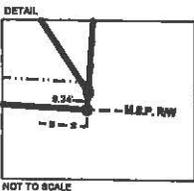
Date of Survey: 8-13-2012

Survey Performed by: Blew & Associates, Buckley Blew  
(Survey must be attached to Petition) 443-4506

We, the undersigned owners of the above described real property situated in Springdale, Arkansas, hereby petition the City Council for the City of Springdale, Arkansas, to release, vacate and abandon that portion of the utility easement that is encroached upon by an improvement on the property, as more particularly shown on the survey, which is being filed with this petition.

Clint Howle  
Buffy Howle

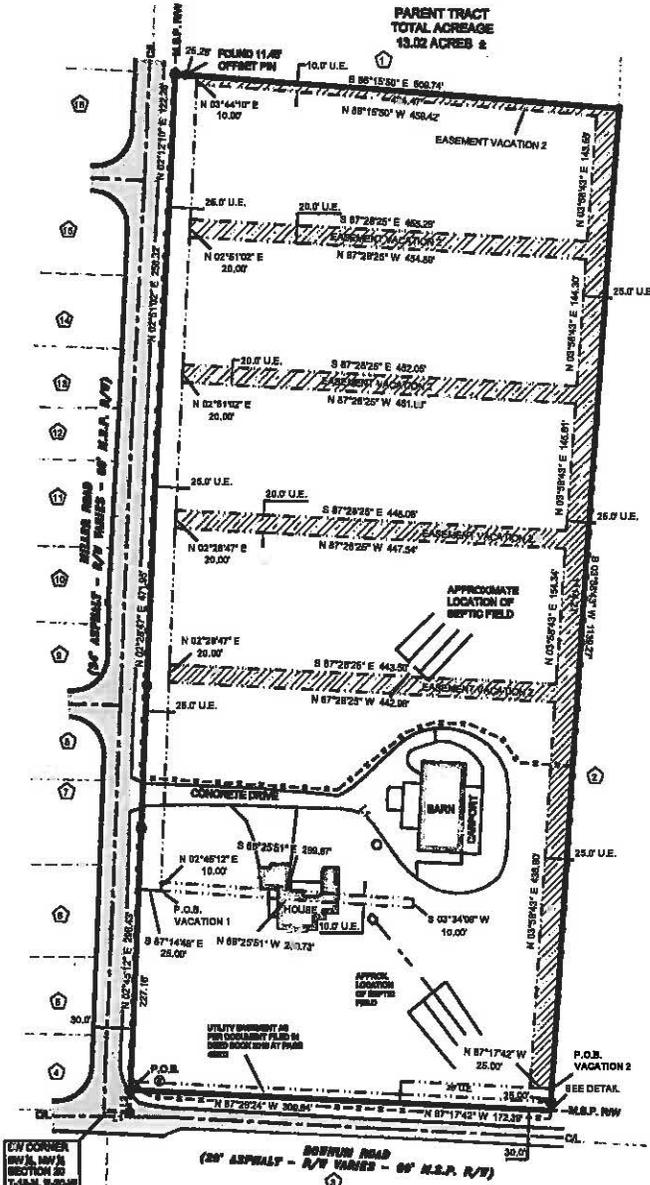
# EASEMENT VACATION PLAT



NOT TO SCALE

### ADJACENT LAND OWNERS:

- 1 MORTGAGE TEMPORARY - LERETA  
218 CENTRAL ROOM 101  
BENTONVILLE, AR 72712  
PARCEL #21-00187-009  
ZONED: SF-2
- 2 FIRST AMERICAN REAL ESTATE  
1 FIRST AMERICAN WAY  
DFW 43  
WESTLAKE, TX 76245  
PARCEL #21-00187-007  
ZONED: A-1
- 3 ARVEST BANK  
ATTN: WINESBURG RICHARD  
413 W EMMA  
SPRINGDALE, AR 72746  
PARCEL #21-00187-045  
ZONED: SF-2
- 4 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02018-000  
ZONED: SF-2
- 5 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02017-000  
ZONED: SF-2
- 6 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02016-000  
ZONED: SF-2
- 7 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02015-000  
ZONED: SF-2
- 8 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02014-000  
ZONED: SF-2
- 9 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02013-000  
ZONED: SF-2
- 10 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02012-000  
ZONED: SF-2
- 11 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02011-000  
ZONED: SF-2
- 12 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02010-000  
ZONED: SF-2
- 13 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02009-000  
ZONED: SF-2
- 14 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02008-000  
ZONED: SF-2
- 15 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02007-000  
ZONED: SF-2
- 16 ABREHM LLC  
ATTN: FINANCE & ACCT.  
PO BOX 789  
LOWELL, AR 72746  
PARCEL #21-02006-000  
ZONED: SF-2



**SURVEYING NOTES**

STATE RECORDING NUMBER:  
800-181-309-0-20-450-04-1532

COMPLETED FIELD WORK:  
AUGUST 18, 2012

BASIS OF BEARING:  
ARKANSAS STATE PLANE, NORTH ZONE, NAD83

REFERENCE DOCUMENTS:  
1. ACCESSORY DEED FILED IN DEED BOOK 2008 AT PAGE 04672.  
2. SURVEY PLAT FILED IN PLAT BOOK 2004 AT PAGE 178.  
3. SURVEY PLAT FILED IN PLAT BOOK 2008 AT PAGE 178.

FLOOD CERTIFICATION:  
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "X" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.  
(FIRM PANEL 8050700480J DATED 08/28/2007)

**SURVEY DESCRIPTION PARENT TRACT:**  
A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 88°28'12\"/>

**EASEMENT VACATION DESCRIPTION 1:**  
A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING 88°28'12\"/>

**EASEMENT VACATION DESCRIPTION 2:**  
A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING 88°28'12\"/>

**UTILITY EASEMENTS:**  
WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS SHOWN ON THIS PLAT ARE SATISFACTORY FOR PROVISIONS SERVICE IF AND WHEN SERVICE IS AVAILABLE, AND AGREE TO VACATE THE PORTION OF THE EASEMENTS AS SHOWN ON THIS PLAT.

**GAS:** (SOURCE GAS)

**ELECTRICITY:** (CARROLL) *Donal Shuman 10-17-12*

**WATER:** (SPRINGDALE WATER UTILITIES) *Ken Piferent*

**TELEPHONE:** (AT&T) *John Clark 10/10/12*

**CABLE TV:** (Cox COMMUNICATION) *N/A*

**SPRINGDALE STREET DEPARTMENT:** *[Signature]*

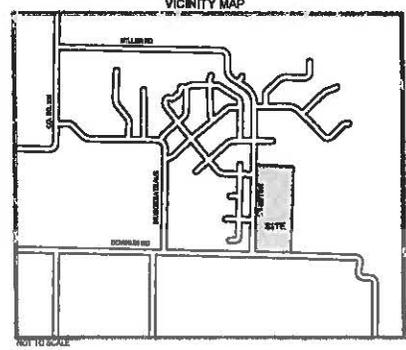
**SUBJECT EASING AND BUILDING SETBACKS:**  
ZONED: A-1  
FRONT: 35'  
SIDE: 30'  
REAR: 35'

LINE	BEARING	DISTANCE
L1	S 88°28'51\"/>	

**OWNER:**  
HOWLE, CLINTON A & BUFFY J  
3527 S MILLER RD  
SPRINGDALE, AR 72782



IF THE SIGNATURE OTHER THAN AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



### STANDARD LEGEND

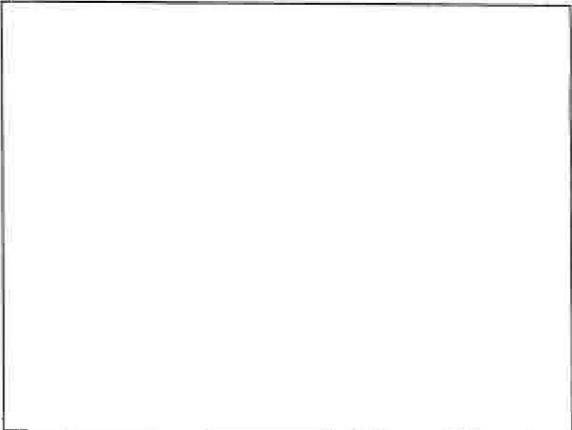
SURVEY FEATURES	SURVEYING SYMBOLS
BOUNDARY LINE	SET FOUND BY REAR
FOOTY LINE	SET FOUND FULL SURVEY
CENTERLINE OF ROAD	SET / FOUND P.N. N.W.
RIGHT-OF-WAY	RAILROAD SPIKE
FENCE	TRIP SPOON MARK (S.L.S.)
TREE LINE	STAKE ON LINE
FIELD MEASUREMENT	TIES
RECORDED MEASUREMENT	COMPUTED POINT
<b>EASEMENTS</b>	<b>UTILITY SYMBOLS</b>
SHOWERS & EXPOSED EASEMENT	SEWER MAIN
BUILDING SET BACK	WATER MAIN
UTILITY EASEMENT	SEPTIC TID
<b>UTILITY LINES</b>	WATER VALVE
WATER LINE	PIPE HYDRANT
OVERHEAD POWER LINE	GAS METER
SEWER LINE	STORM WATER
FLOW LINE	LEAKY
GAS LINE	<b>SURVEY FEATURE MATCHES</b>
TELEPHONE LINE	ASPHALT
	CONCRETE
	GRAVEL
	FLOOD ZONE
	POND

**BLEW & ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS

FOR THE USE AND BENEFIT OF  
**BUFFY & CLINTON HOWLE**

824 W. SYDAMORE ST. SUITE 4  
FAVETTESVILLE, AR 72725  
PH (479) 443-6008 FAX (479) 643-1483  
http://www.blewusa.com

JOB # 13-324 DRAWN BY SCOTT  
LOCATION: SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST SURVEYED BY W.A.  
COUNTY/STATE: BENTON COUNTY, ARKANSAS DATE: 08/13/2012



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 October 2, 2012 for hearing the matter of a petition of J & I Partners, LLC 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: 3093 East Robinson Avenue**

**Legal description:**

A part of the NE ¼ of the NW ¼ of Section 8, T-17-N R 29 W, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter of the Northwest quarter of said section, run thence south 87 degrees 24 minutes 53 seconds east, 425.80 feet to a point; thence north 02 degrees 48 minutes 07 seconds east, 875.30 feet to a point; thence south 87 degrees 30 minutes 12 seconds east, 155.22 feet to a set ½ inch rebar with cap, said point being the point of beginning; thence north 02 degrees 31 minutes 33 seconds east, 422.0 feet to a point on the deeded north line; thence south 87 degrees 30 minutes 16 seconds east, along said deeded line, 154.55 feet to a point; thence south 02 degrees 29 minutes 57 seconds west, 422.0 feet to a found ½ inch rebar; thence north 87 degrees 30 minutes 12 seconds west, 154.75 feet back to the point of beginning.

**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.

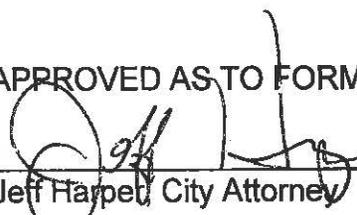
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012**

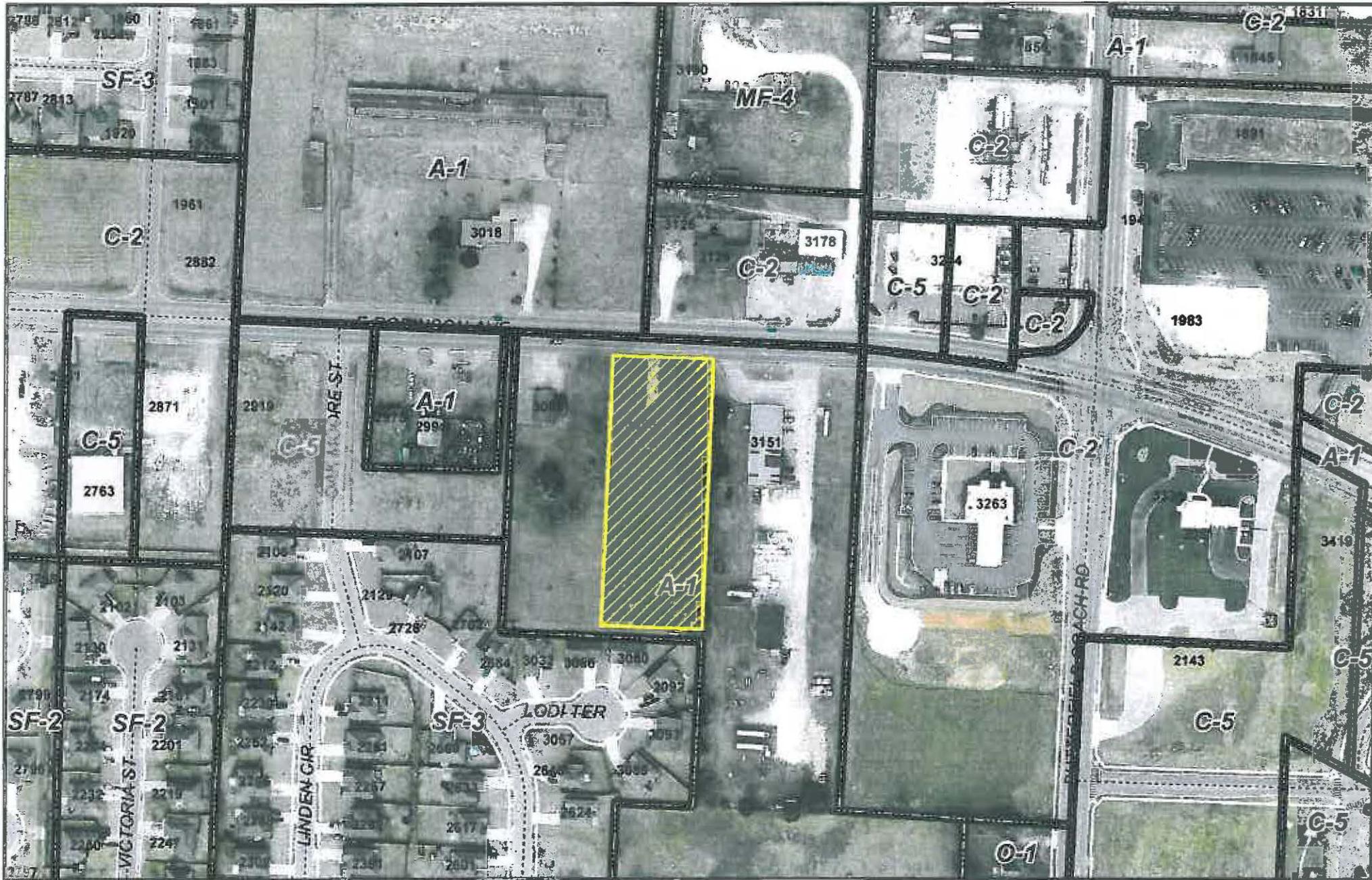
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

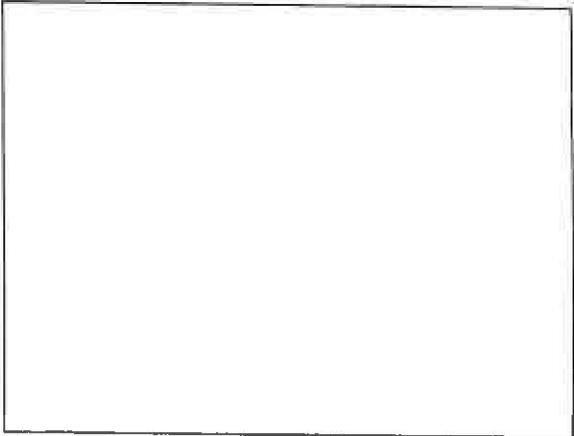
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff Harper, City Attorney



<p>0 100 200 Feet</p>	<p><b>APPLICANT: J &amp; I PARTNERS LLC</b>  <b>FILE #: R12-25</b>  <b>REZONING REQUEST:</b>  <b>A-1 TO C-2</b></p>	<p><b>CITY OF SPRINGDALE</b>  <b>PLANNING OFFICE</b>  <b>PLANNING COMMISSION MEETING</b>  <b>10/2/2012</b></p>
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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, Benton County, gave notice required by law and set a hearing date of October 2, 2012 for hearing the matter of a petition of Richland Commercial Masonry Co. 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: 3215 N. Thompson**

**Legal description:** The NW ¼ of the NW ¼ of the SW ¼ of the SW ¼ of Section 24, Township 18 North, Range 30 West, all being in Springdale, Benton County, Arkansas; subject to the rights-of-way along the north and west sides thereof, Morris Avenue and U.S. Highway 471, respectively, as per final large scale development plat recorded in plat record 6 page 277 on August 15, 1986.

**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.

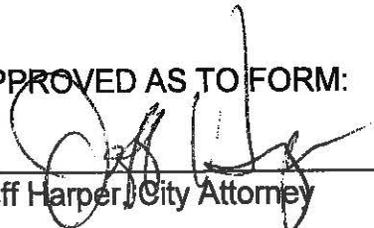
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012**

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff Harper, City Attorney



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

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
GRAND VALLEY SUBDIVISION PHASE I LOT 9 AS SET  
FORTH IN ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on October 2, 2012, on a request by Brian Glenn on behalf of Grand Valley Property Owner's Association for a conditional use for a Use Unit 4 (Recreational Health Facility-Playground) in a Low/Medium Density Single Family Residential District (SF-2) at Grand Valley Subdivision Lot 9; and

**WHEREAS**, following the public hearing the Planning Commission by a vote of seven (7) yeas and no nays recommends that a conditional use be granted to the Grand Valley Property Owners' Association for Lot 9 for a Use Unit 4 (Recreational Health Facility – Playground in a Low/Medium Density Single Family Residential District (SF-2) at Grand Valley Subdivision Lot 9 with the following conditions – Maintenance agreement is needed to insure upkeep through the POA.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Brian Glenn on behalf of the Grand Valley Property Owners' Association for a Use Unit 4 (Recreational Health Facility – Playground) in a Low/Medium Density Single Family Residential District (SF-2) at Grand Valley Subdivision Lot 9 with the following conditions – Maintenance Plan is needed to insure upkeep through the POA.

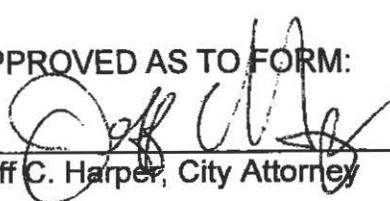
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

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

ATTEST:

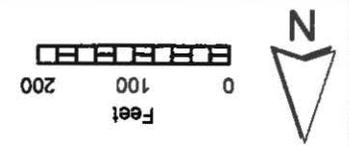
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff C. Harper, City Attorney

CITY OF SPRINGDALE  
PLANNING OFFICE  
PLANNING COMMISSION MEETING  
10/2/2012

APPLICANT: GRAND VALLEY PH.1 POA  
FILE #: C12-20  
CONDITIONAL USE REQUEST:  
USE UNIT 4 IN SF-2



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

**A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 114 SAGE STREET IN CONNECTION WITH W12-13**

**WHEREAS**, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto 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 114 Sage Street in connection with sidewalks 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 114 Sage Street including improvements related thereto, sidewalks in connection with W12-13.

**Option 2: Denies** a waiver of street improvements to including improvements related thereto, sidewalks in connection with W12-13.

**Option 3: Approves** payment in lieu of improvements to in connection with a single family dwelling for with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to including improvements related thereto, drainage, curbs, gutters, and sidewalks to be built in connection with a

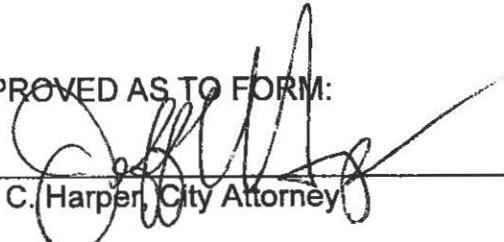
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

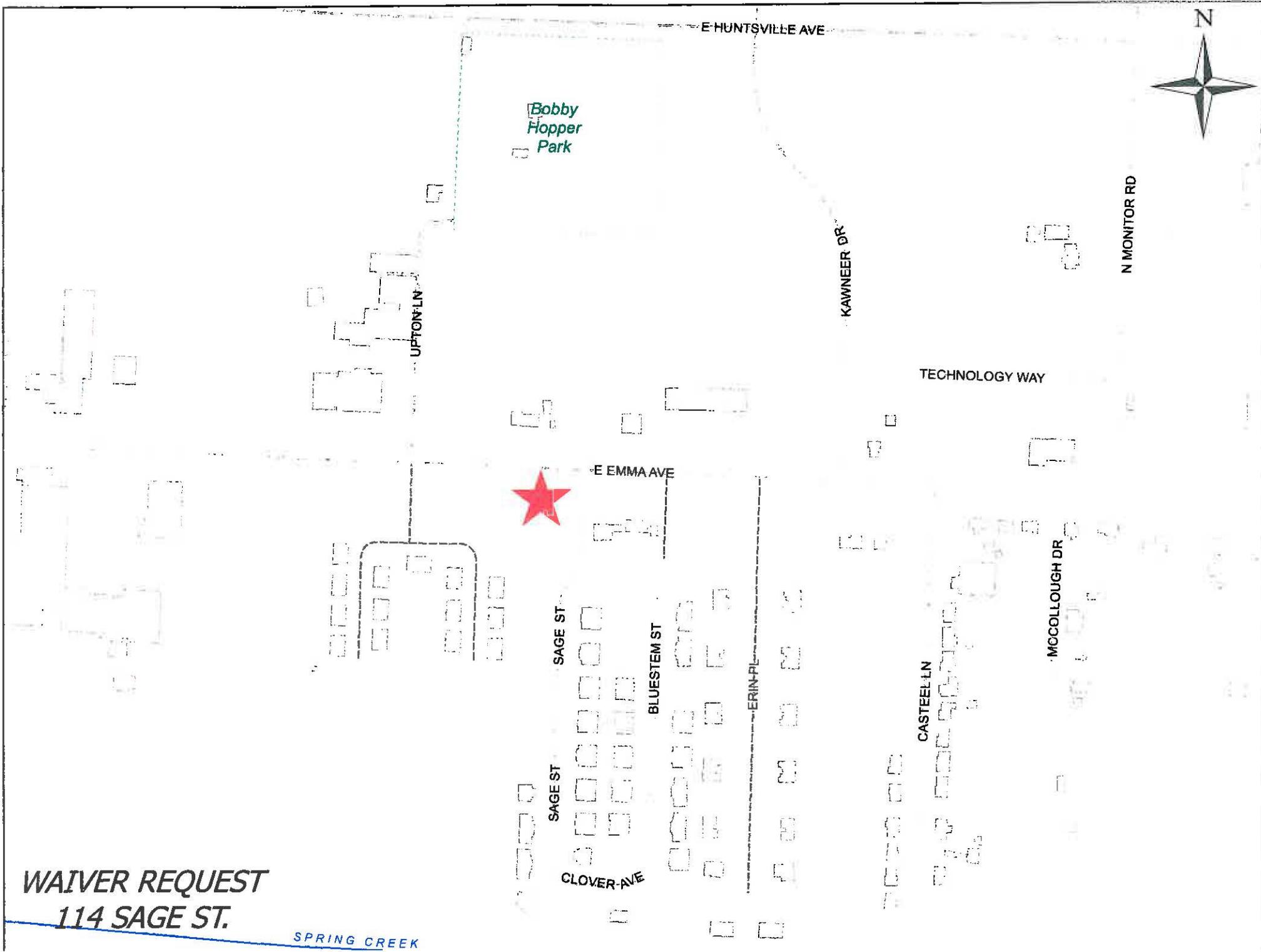
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff C. Harper, City Attorney



**WAIVER REQUEST**  
**114 SAGE ST.**

SPRING CREEK

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

**A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PARCELS #001-14804-002 AND #001-14804-000 IN CONNECTION WITH W12-14.**

**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 parcels #001-14804-002 and #001-14804-000 in connection with W12-14 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 parcels #001-14804-002 and #001-14804-000 including improvements related thereto, drainage, curbs, gutters and sidewalks in connection with W12-14.

**Option 2: Denies** a waiver of street improvements to parcels #001-14804-002 and #001-14804-000 including improvements related thereto, drainage, curbs and gutters sidewalks in connection with W12-14.

**Option 3: Approves** payment in lieu of improvements to in connection with a single family dwelling for with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

**Option 4: Denies** a waiver and allow a Bill of Assurance for a period not to exceed \_\_\_\_\_ years for street improvements to including improvements related thereto, drainage, curbs, gutters, and sidewalks to be built in connection with a

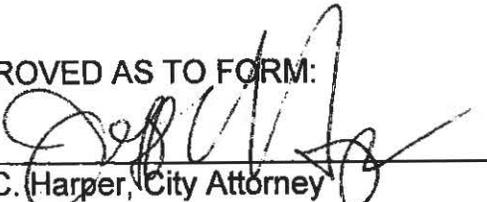
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

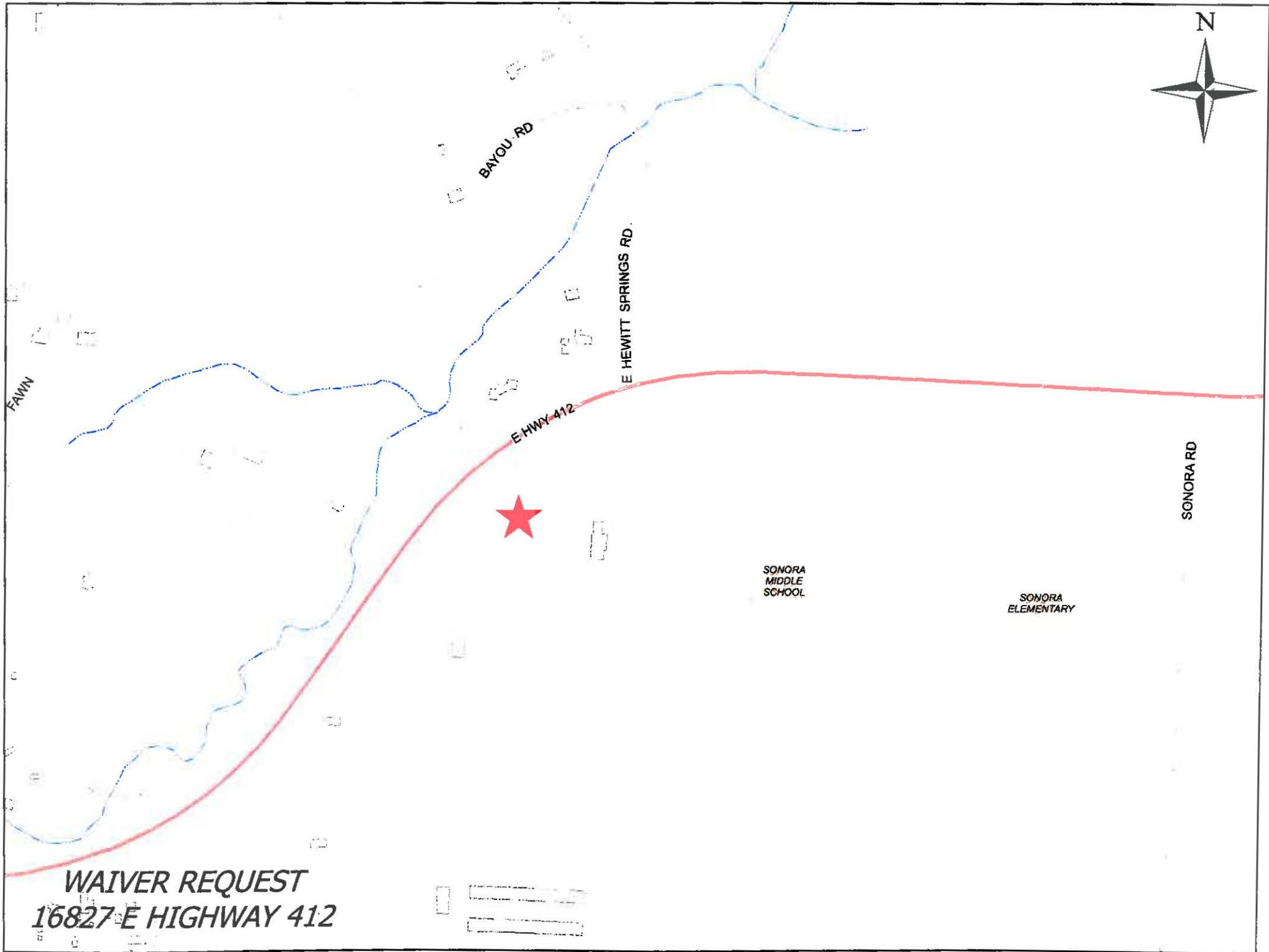
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff C. Harper, City Attorney



**WAIVER REQUEST**  
**16827 E HIGHWAY 412**

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RENTAL CONTRACT FOR LOCATING  
COMMUNICATION EQUIPMENT FOR THE FIRE  
DEPARTMENT**

**WHEREAS**, there is a need to improve the radio communication system of the Fire Department, and

**WHEREAS**, the Fire Department administration would like to locate a radio repeater on Weber Mountain, and

**WHEREAS**, Smith Two-Way Radio, Inc. has a communication tower at 417B Carlock Road on Weber Mountain, and

**WHEREAS**, Smith Two-Way Radio, Inc. has offered a five year lease for \$2,400 per year;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is authorized to execute a lease agreement with Smith Two-Way Radio, Inc for rental space for radio communication equipment to be located at 417B Carlock Road.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of October, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

**USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE  
AGREEMENT**

**Smith Two-Way Radio, Inc.  
Tower and Wireless Communications Facility**

**Located at:**

**417B Carlock Rd.  
SPRINGDALE  
Washington  
AR**

**Between**

**SMITH TWO-WAY RADIO, INC.**

**and**

**CITY OF SPRINGDALE**

***City of SPRINGDALE — USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT***

***Smith Two-way Radio, Inc.***

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**USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT**

This USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE (the "Lease") is entered into on the \_\_\_ st. day of \_\_\_\_\_, \_\_\_\_\_, and is effective \_\_\_ st. day of \_\_\_\_\_ 2012, by and between City of SPRINGDALE, a municipality organized and existing under the laws of the State of Arkansas, (hereinafter referred to as "CITY OF SPRINGDALE"), and SMITH TWO-WAY RADIO, INC, a company organized and existing under the laws of the State of Arkansas (hereinafter referred to as "SMITH"), wherein the following mutual covenants and understandings are made and entered into upon the following terms and conditions:

**WITNESSETH**

**SECTION ONE  
DESCRIPTION OF PROPERTY**

SMITH hereby lets and leases unto City of SPRINGDALE, and City of SPRINGDALE accepts from SMITH, subject to the terms and conditions contained herein, a certain portion of the CARLOCK Wireless Communications Facility located at 417B Carlock Rd. Springdale, Arkansas, (hereinafter referred to as the "Leased Premises") for the duration of this Agreement.

**SECTION TWO  
TERM**

This Lease shall be for an initial term of FIVE(5) years, beginning on the date of City of SPRINGDALE's Installation of equipment at the facility, executing the agreement, incorporated herein in full by reference (the "Initial Term"). This Lease shall automatically be extended for FIVE (5) subsequent FIVE(3) year terms (the "Renewal Terms") unless SMITH or City of SPRINGDALE terminates it pursuant to the provision set forth herein. The Initial Term and any Renewal Term or Renewal Terms shall be collectively referred to as the "Lease Term".

**SECTION THREE  
RENT**

City of SPRINGDALE shall pay to SMITH Ten and No/100 Dollars (\$10.00) upon the full execution of this Lease and the Agreement. City of SPRINGDALE shall pay to SMITH Two Hundred and No/100 Dollars (\$200.00) per month for a total of Two Thousand Four Hundred and No/100 Dollars (\$2400.00) per year (the "Rent"). Lease payments shall consist of equal monthly installments with the first payment due at the commencement of the Initial Term with subsequent payments due on the first (1<sup>st</sup>) day of each following month for the duration of the Lease. In addition, on each annual renewal date the amount of the Rent shall be increase by an amount equal to 3% and hence forward shall be the amount known as the Rent.

*City of SPRINGDALE — USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

*Smith Two-way Radio, Inc.*

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**SECTION FOUR  
USE OF LEASED PREMISES**

The City of SPRINGDALE shall use the Leased Premises and all easements, rights and privileges herein granted only for the purpose of installing, maintaining and operating the City of SPRINGDALE Radio Communication System Equipment as specified in Exhibit "B" with sufficient floor and/or space in an SMITH owned equipment rack and uses incidental thereto. Further the City of SPRINGDALE shall lease the use of a SMITH owned combined antenna system Premise use per Exhibit "B" and attached Drawing when complete. It is understood and agreed that all improvements shall be undertaken at City of SPRINGDALE's sole expense. City of SPRINGDALE will maintain its own equipment inside the Leased Premises in a reasonable, neat and safe condition. SMITH hereby does covenant that it shall not take any action that would adversely affect the status of the Leased Premises with respect to the proposed use by City of SPRINGDALE.

**SECTION FIVE  
RIGHT OF TERMINATION**

City of SPRINGDALE or SMITH shall have the unilateral right to terminate this Lease, at any time, by providing the other party with One Hundred Eighty (180) days prior written notice in conformance with the Notice requirements outlined in the Lease.

Upon termination this Lease shall become null and void and all of the parties shall have no further obligations, except that Leased Premises property shall be reasonably restored to its condition prior to the Lease execution. If restoration period extends beyond the termination notice period SMITH shall be entitled regular monthly rent until removal of equipment and restoration is complete.

**SECTION SIX  
APPROVALS**

(a) SMITH agrees that City of SPRINGDALE's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by City of SPRINGDALE for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). SMITH authorizes City of SPRINGDALE to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

*City of SPRINGDALE --- USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

*Smith Two-way Radio, Inc.*

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(b) Tenant may also perform and obtain, at City of SPRINGDALE's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the City of SPRINGDALE's use of the Premises will be compatible with City of SPRINGDALE's engineering specifications, system, design, operations or Government Approvals.

#### **SECTION SEVEN CONTINGENCY**

SMITH and City of SPRINGDALE agree that City of SPRINGDALE's ability to use the Leased Premises is contingent upon City of SPRINGDALE obtaining, after the full execution of this Lease and the Agreement, all of the certificates, permits, licenses and other approvals deemed necessary by City of SPRINGDALE, within City of SPRINGDALE's absolute discretion, to utilize the Leased Premises for the purposes set forth in Section Six above (the "Approvals"). SMITH agrees to execute any and all documents necessary to petition the appropriate public bodies for the Approvals and to be named as applicant if requested by City of SPRINGDALE. In the event that: (1) City of SPRINGDALE does not obtain, for any reason whatsoever, all of the Approvals; (2) any of the Approvals are in a form unacceptable to City of SPRINGDALE, within City of SPRINGDALE's absolute discretion; (3) any Approval issued to City of SPRINGDALE is canceled, expires, lapses or is otherwise withdrawn or terminated by governmental authority; or, (4) any investigation, including but not limited to soil boring tests, are found to be unsatisfactory so that City of SPRINGDALE, in its absolute discretion, will be unable to use the Leased Premises for its intended purposes, then City of SPRINGDALE shall have the right, at its sole discretion, to terminate this Lease.

#### **SECTION EIGHT ENVIRONMENTAL**

City of SPRINGDALE shall not cause or permit to be caused the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, City of SPRINGDALE shall indemnify and hold SMITH harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Leased Premises if caused by City of SPRINGDALE. City of SPRINGDALE shall execute such affidavits, representations and the like from time to time as SMITH may reasonably request concerning City of SPRINGDALE's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Leased Premises

For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to

*City of SPRINGDALE --- USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

*Smith Two-way Radio, Inc.*

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define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

**SECTION NINE  
INSURANCE**

This Section Omitted

**SECTION TEN  
SALE OF PROPERTY**

If at any time during the Lease Term SMITH decides to sell all or part of SMITH's property, of which the Leased Premises is a part, to a purchaser other than City of SPRINGDALE, then such sale shall be under and subject to this Lease and City of SPRINGDALE's rights hereunder. Any sale by SMITH of the portion of the Leased Premises underlying the right-of-way herein granted shall be under and subject to the right of City of SPRINGDALE in and to said right-of-way.

**SECTION ELEVEN  
COVENANT OF TITLE**

SMITH covenants that SMITH is seized of good and sufficient title and interest to the Property of which the Leased Premises is a part and has full authority to enter into and execute this Lease. SMITH further covenants that (1) there are no aspects of title that might interfere with or be adverse to City of SPRINGDALE's interests in and intended use of the Leased Premises and (2) title shall be such that City of SPRINGDALE will have the ability to obtain title insurance at regular rates.

**SECTION TWELVE  
DEFAULT**

In the event that there is a default by City of SPRINGDALE with respect to any of the provisions of this Lease or City of SPRINGDALE's obligations under the Lease, including the payment of Rent, SMITH shall give City of SPRINGDALE written notice of such default. After receipt of such written notice, City of SPRINGDALE shall have thirty (30) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. City of SPRINGDALE shall have such extended periods beyond the thirty days if the nature of the cure is such that it requires more than thirty (30) days and City of SPRINGDALE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SMITH may not maintain any action or effect any remedies for default against City of SPRINGDALE unless and until City of SPRINGDALE has failed to cure the same within the time periods provided in this Section.

**SECTION THIRTEEN  
MISCELLANEOUS**

*City of SPRINGDALE — USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

*Smith Two-way Radio, Inc.*

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- A. The consent of either party to any act or the waiver by either party of a breach of any provision of this Lease shall not operate or be construed as a consent or waiver of any subsequent act or breach by the other party.
- B. Time shall be of the essence with respect to every term and condition of this Lease.
- C. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one instrument.

**SECTION FOURTEEN  
GOVERNING LAW**

Any and all claims or causes of action shall and must be filed only in the courts of the State of Arkansas for Washington County or the United States District Court for the Western District of Arkansas, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Lease, whether in law or in equity. Each of the parties expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties expressly agrees, consents and stipulates to the exercise of personal jurisdiction over it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein. The prevailing party shall be entitled to recover from the other party any reasonable costs and attorneys' fees incurred as a consequence of enforcing the provision of the lease, amount to be fixed by said court and shall be made part of the judgement or decree rendered.

**SECTION FIFTEEN  
NOTICES**

All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

To SMITH:	SMITH TWO- WAY RADIO, INC Michael Smith 520 N. College Ave. SPRINGDALE, Arkansas 72701
To	CITY OF SPRINGDALE OFFICE OF THE _____ _____

*City of SPRINGDALE --- USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

SPRINGDALE, AR 72764

**SECTION SIXTEEN  
PARTIAL INVALIDITY**

In the event any one or more of the provisions contained in the Lease or Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Lease or the Agreement and this Lease or the Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**SECTION SEVENTEEN**

THIS SECTION OMITED

**SECTION EIGHTEEN  
MERGER**

This Lease along with the Agreement contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements which supplement or contradict the terms and provisions set forth herein.

**SECTION NINETEEN  
SITE MAINTENANCE**

SMITH shall be responsible for the routine maintenance of the site common and support areas. to include but not limited to: landscaping, mowing, weed control, signage, road access maintenance, painting, fence repair and damage caused by normal weathering and storm damage, as to the Smith Facility. City of SPRINGDALE shall be responsible for storm damage / lightning damage to its facilities and property.

REMAINDER OF PAGE LEFT BLANK  
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF,

SMITH and City of SPRINGDALE having read the foregoing and intending to be

*City of SPRINGDALE — USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

*Smith Two-way Radio, Inc.*

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legally bound hereby, have executed this Lease as of the day and year first written above.

City of SPRINGDALE:

CITY OF SPRINGDALE

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

Printed \_\_\_\_\_

Title: \_\_\_\_\_

SMITH:

SMITH TWO-WAY RADIO, INC.

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

Printed \_\_\_\_\_

Title: PRESIDENT

**ACKNOWLEDGMENT**

STATE OF ARKANSAS            )  
  ) ss.  
COUNTY OF WASHINGTON    )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Michael B Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF ARKANSAS            )  
  ) ss.

*City of SPRINGDALE — USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT*

*Smith Two-way Radio, Inc.*

COUNTY OF WASHINGTON )

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

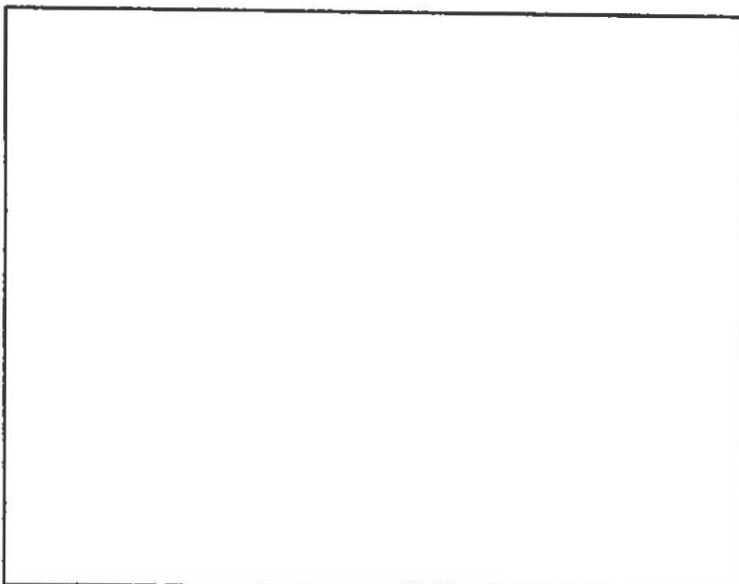
***City of SPRINGDALE --- USE OF COMBINED ANTENNA SPACE AND EQUIPMENT SPACE LEASE AGREEMENT***

***Smith Two-way Radio, Inc.***

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

**AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 4403 ATCHISON AVENUE, 4112 GREEN SIDE LANE, 715 N. MILL STREET, 3003 NAPA LANE, AND 3068 NAPA LANE.**



**WHEREAS, Ronald A. Taylor and Diana M. Taylor are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:**

Lot 6, in Block 3, in Peaceful Valley Estates, Phase 4 I the City of Springdale, Washington County, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 4403 Atchison Avenue  
Springdale, Arkansas  
PARCEL NO.: 815-24799-000

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

Lot 5, Green Side Place, a subdivision to the City of Springdale, Arkansas, as shown on Plat of record in Plat Book 23A at Page 119 at Records of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 4112 Green Side Lane  
Springdale, Arkansas  
PARCEL NO.: 815-36634-000

**WHEREAS, Citi Property Holdings, Inc. is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:**

A part of the North Half (N 1/2) of Section Thirty-Six (36), Township Eighteen (18) North, Range Thirty (30) West, Washington County, Arkansas, described as beginning at a point 41 rods West of the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 36, Township 18 North, Range 30 West, and running thence North 13 Degrees East Ten (10) Rods and Sixteen (16) Links, thence North 68 degrees West 50 rods to the middle of Old Wire Road, thence South 13 degrees West with the middle of said road 31 rods and 8 links for a beginning corner of the lands herein intended to be conveyed which beginning corner is also the Northwest corner of Lot One in Block 1 of Nail's Addition as now laid out and platted, thence South 76 degrees East 175 feet along the North line of Lot One in Block One of Nail's Addition to an iron stake, thence North 13 degrees East 100 feet to an iron stake, thence North 76 degrees

West 175 feet to the middle of said Old Wire Road which is now called Mill Street, thence South 13 degrees West along the middle of said Old Wire Road, or Mill Street, 100 feet to the point of beginning.

LAYMAN'S DESCRIPTION: 715 N. Mill Street  
Springdale, Arkansas  
PARCEL NO.: 815-28270-000

**WHEREAS**, Preston P. Cox and Charlene L. Cox are the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 37, Sonoma Subdivision to the City of Springdale, Arkansas, as shown on plat of record in plat book 23A, at page 140, plat records of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 3003 Napa Lane  
Springdale, Arkansas  
PARCEL NO.: 815-36857-000

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

Lot 32, Sonoma Subdivision, to the City of Springdale, Arkansas, as shown on plat of record in plat book 23A, at page 140, plat records of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 3068 Napa Lane  
Springdale, Arkansas  
PARCEL NO.: 815-36852-000

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

**WHEREAS**, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown on the attached Exhibit 1:

\$100.00 clean-up costs and \$26.50 administrative costs – 4403 Atchison Avenue  
\$146.50 clean-up costs and \$20.75 administrative costs – 4112 Green Side Lane  
\$565.78 clean-up costs and \$49.50 administrative costs – 715 N. Mill Street  
\$125.00 clean-up costs and \$26.50 administrative costs – 3003 Napa Lane  
\$125.00 clean-up costs and \$20.75 administrative costs – 3068 Napa Lane

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

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

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** pursuant to Ark. Code Ann. §14-54-904, the City Council certifies:

\$126.50, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 4403 Atchison Avenue, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$167.25, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 4112 Green Side Lane, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$615.28, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 715 N. Mill Street, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$151.50, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 3003 Napa Lane, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$145.75, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 3068 Napa Lane, Springdale, Washington County, Arkansas as described above, and collected accordingly;

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

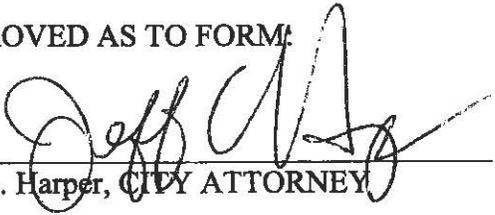
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jeff C. Harper, CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764

PHONE (479) 756-5900

FAX (479) 750-4732

www.springdalear.gov/cosa

JEFF C. HARPER  
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.

September 6, 2012

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Ronald A. & Diana M. Taylor  
4403 Atchison Ave.  
Springdale, AR 72764

The Bank of New York Mellon  
101 Barclay St.  
New York, NY 10286

RE: Notice of clean-up lien on property located at 4403 Atchison Avenue, Springdale,  
Washington County, Arkansas, Tax Parcel No. 815-24799-000

Dear Property Owner/Lienholder:

On June 27, 2012, notice was posted on property located at 4403 Atchison Avenue, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, as well as Chapter 91, Property Maintenance Code, and needed to be remedied within seven (7) days. Notice was mailed to the owner and lienholder of record on June 27, 2012, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 23, 2012. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$100.00. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$5.75 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

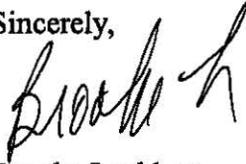
This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 16, 2012, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, October 23, 2012, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street,

Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$111.50, which includes \$100.00 for cleaning up the property and \$11.50 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Brooke Lockhart  
Deputy City Attorney

enclosures  
BL:ch



**Bellis Lawn & Gardens**  
**PO BOX 406**  
**Fayetteville AR 72702**

**Invoice**

Due Date	Date	Invoice #
8/3/2012	7/23/2012	311

bellis\_lawns@cox.net

**Bill To**

**Code Enforcement/Springdale AR**  
**107 Spring St**  
**Springdale, AR 72762**  
**Debi J**

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

New e-mail address? Enter here: \_\_\_\_\_

**Balance Due**

**\$100.00**

**Bellis Lawn & Gardens**  
**PO BOX 406**  
**Fayetteville AR 72702**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.	Terms	Project	Rep
	Net 10		

Item	Description	Qty	Rate	Serviced	Amount
Haul Off	Haul Off	1	75.00	7/23/2012	75.00
Lawn Service	Lawn Service (Weed eat flowerbeds & Around house) - 4403 Atchison Ave Springdale AR -	1	25.00	7/23/2012	25.00
Transaction # _____ Date _____ Account # <u>101-0403-723-76-35</u> Project # _____ Invoice # <u>311</u> Amount <u>\$100.00</u> Description <u>Lawn service &amp; debris removal @ 4403 Atchison</u> Approved By <u>Mik G.</u> <u>7/17/12</u>					

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

<b>Total</b>	<b>\$100.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$100.00</b>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>Diana Taylor</i>
1. Article Addressed to:   Ronald A. & Diana M. Taylor 4403 Atchison Ave. Springdale, AR 72764	B. Received by (Printed Name) <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>Diana Taylor</i>
2. Article Number (Transfer from service label)	C. Date of Delivery  D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
PS Form 3811, February 2004	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes  7008 1300 0001 1433 4805
Domestic Return Receipt	102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>Freddie Robinson</i> <i>Bank of New York</i>
1. Article Addressed to:   The Bank of New York Mellon 101 Barclay St. New York, NY 10286	B. Received by (Printed Name) <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee C. Date of Delivery
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, February 2004	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
Domestic Return Receipt	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes  7008 1300 0001 1433 4232
	102595-02-M-1540

OFFICE OF THE CITY ATTORNEY

201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764

PHONE (479) 756-5900

FAX (479) 750-4732

www.springdalear.gov/cosa

JEFF C. HARPER  
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.

September 12, 2012

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

PNC Bank, N.A.  
3232 Newmark Dr.  
Miamisburg, OH 45342

Green Tree Servicing, LLC  
Customer Service Department  
P.O. Box 6172  
Rapid City, SD 57709-6172

RE: Notice of clean-up lien on property located at 4112 Green Side Lane, Springdale, Washington County, Arkansas, Tax Parcel No. 815-36634-000

Dear Property Owner:

On July 18, 2012, notice was posted on property located at 4112 Green Side Lane, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner and lienholder of record on July 18, 2012, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about August 13, 2012. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$146.50. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$5.75 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 16, 2012, 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, October 23, 2012, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the

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 \$152.25, which includes \$146.50 for cleaning up the property and \$5.75 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



**Bellis Lawn & Gardens**  
**PO BOX 406**  
**Fayetteville AR 72702**

Complete Lawn Care and Restoration

# Invoice

<b>Due Date</b>	<b>Date</b>	<b>Invoice #</b>
8/23/2012	8/13/2012	327

bellis\_lawns@cox.net

**Bill To**

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

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

New e-mail address? Enter here: \_\_\_\_\_

**Balance Due \$146.50**

**Bellis Lawn & Gardens**  
 PO BOX 406  
 Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No. \_\_\_\_\_ Terms **Net 10** Project \_\_\_\_\_ Rep \_\_\_\_\_

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	2x4x8 (2) & Wood deck screws		21.50	8/13/2012	21.50
	Lawn Service - 4112 Green Side Lane	1	65.00	8/13/2012	65.00
	Springdale AR -				
Misc	Fence repair	1	60.00	8/13/2012	60.00

Transaction # \_\_\_\_\_  
 Date \_\_\_\_\_  
 Account # 101-0463-423-70-35  
 Project # \_\_\_\_\_  
 Invoice # 327  
 Amount \$146.50  
 Description property maintenance (house) @  
4112 Green Side Ln.  
 Approved By [Signature]  
8/14/12

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

<b>Total</b>	<b>\$146.50</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$146.50</b>



OFFICE OF THE CITY ATTORNEY

201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764

PHONE (479) 756-5900

FAX (479) 750-4732

www.springdalear.gov/cosa

JEFF C. HARPER  
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.

September 17, 2012

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Citi Property Holdings, Inc.  
1525 S. Beltline Road  
Coppel, TX 75019

The Corporation Company  
124 West Capitol Ave.  
Suite 1900  
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 715 N. Mill St., Springdale,  
Washington County, Arkansas, Tax Parcel No. 815-28270-000

Dear Property Owner/Lienholder:

On May 8, 2012 and May 15, 2012, notice was posted on property located at 715 N. Mill St., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner and lienholder of record on May 8, 2012 and May 29, 2012, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

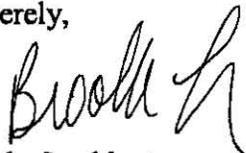
No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 28, 2012, June 15, 2012, July 25, 2012, August 20, 2012, August 29, 2012, and September 10, 2012. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$565.78. I have enclosed copies of invoices evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$5.75 for each letter which has been sent 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 October 16, 2012, 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, October 23, 2012, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$600.28, which includes \$565.78 for cleaning up the property and \$34.50 for each certified mailing (a total of 6 letters have been sent to date) to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Brooke Lockhart  
Deputy City Attorney

enclosures

BL:ch

cc: Homeward Residential, Inc.  
Power REO  
1525 S. Beltline Rd.  
Coppell, TX 75019

Krystal Klear Pools, Inc.

P.O. BOX 1255  
Springdale, AR 72765

*Lien*  
**Invoice**

Date	Invoice #
6/15/2012	16486

<b>Bill To</b>
City of Springdale Code Enforcement 107 Spring St. Springdale, AR 72764 Mike Chamlee

P.O. No.	Terms	Due Date
715 N. Mill	Net 15	6/30/2012

Item	Description	Qty	Rate	Amount
Service	Service call 6/14/12: Measure pool and put sufficient amount of dunks in pool to keep from having mosquitoes.	1	100.00	100.00T
Mosquito Dunks	Mosquito Dunks	5	1.50	7.50T

A late charge of \$ 25.00 per month will be added to any Invoice over 30 days.

Visa, Master Card, Discover and American Express Cards Accepted.

<b>Subtotal</b>	\$107.50
<b>Sales Tax (9.25%)</b>	\$9.94
<b>Total</b>	\$117.44
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$117.44

<b>Customer Total Balance</b>	\$352.32
-------------------------------	----------

Phone #	Fax #	E-mail	Web Site
479-770-5511	479-770-5051	krystalklearpools@sbglobal.net	www.krystalklearpoolsinc.com

lien



Bellis Lawn & Gardens  
PO BOX 406  
Fayetteville AR 72702

# Invoice

Due Date	Date	Invoice #
6/8/2012	5/29/2012	225

bellis\_lawns@cox.net

### Bill To

Code Enforcement/Springdale AR  
107 Spring St  
Springdale, AR 72762  
Bobby N

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

Balance Due

\$100.00

New e-mail address? Enter here: \_\_\_\_\_

Bellis Lawn & Gardens  
PO BOX 406  
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 715 N Mill Springdale AR -	1	100.00	5/28/2012	100.00
Transaction # _____ Date _____ Account # <u>101-0463-423-7035</u> Project # _____ Invoice # <u>225</u> Amount <u>\$100.00</u> Description <u>Lawn Service @ 715 N. Mill St.</u> Approved By <u>Mik G</u> <u>5/29/11</u>					
<b>Totals</b>					<b>\$100.00</b>
<b>Payments/Credits</b>					<b>\$0.00</b>
<b>Balance Due</b>					<b>\$100.00</b>

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

Krystal Klear Pools, Inc.

add to Lien  
**Invoice**

P.O. BOX 1255  
Springdale, AR 72765

Date	Invoice #
7/25/2012	16879

<b>Bill To</b>
City of Springdale Code Enforcement 107 Spring St. Springdale, AR 72764 Mike Chamlee

P.O. No.	Terms	Due Date
715 N Mill	Net 15	8/9/2012

Item	Description	Qty	Rate	Amount
Service	Service call 7/25/12. Treat swimming pool with mosquito dunks to prevent mosquitos	1	100.00	100.00T
Mosquito Dunks	Mosquito Dunks	3	1.50	4.50T
Transaction # _____ Date _____ Account # 101-0403-423,70-33 Project # _____ Invoice # 16879 Amount \$114.17 Description mosquito dunks for pool @ 715 N. Mill St. Approved By Mike Ull 7/31/12				

A late charge of \$ 25.00 per month will be added to any Invoice over 30 days.

Visa, Master Card, Discover and American Express Cards Accepted.

<b>Subtotal</b>	\$104.50
<b>Sales Tax (9.25%)</b>	\$9.67
<b>Total</b>	\$114.17
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$114.17

<b>Customer Total Balance</b>	\$114.17
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Phone #	Fax #	E-mail	Web Site
479-770-5511	479-770-5051	krystalklearpools@sbcglobal.net	www.krystalklearpoolsinc.com

Please add to existing  
lien



Bellis Lawn & Gardens  
PO BOX 406  
Fayetteville AR 72702

### Invoice

Due Date	Date	Invoice #
8/30/2012	8/20/2012	340

bellis\_lawns@cox.net

#### Bill To

Code Enforcement/Springdale AR  
107 Spring St  
Springdale, AR 72762  
Bobby N

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

New e-mail address? Enter here: \_\_\_\_\_

Balance Due

\$60.00

Bellis Lawn & Gardens

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

PO BOX 406  
Fayetteville AR 72702

P.O. No.	Terms	Project	Rep
	Net 10		

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 715 N Mill Street Springdale AR -	1	60.00	8/20/2012	60.00

Transaction # \_\_\_\_\_  
 Date \_\_\_\_\_  
 Account # 101-0403-413-70-35  
 Project # \_\_\_\_\_  
 Invoice # 340  
 Amount \$60.00  
 Description Lawn service @ 715 N. Mill St.

Approved By Phil W  
8/21/12

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

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

2012

Krystal Klear Pools, Inc.

# Invoice

P.O. BOX 1255  
Springdale, AR 72765

Date	Invoice #
8/29/2012	17106

<b>Bill To</b>
City of Springdale Code Enforcement 107 Spring St. Springdale, AR 72764 Mike Chamlee

P.O. No.	Terms	Due Date
715 Mill St.	Net 15	9/13/2012

Item	Description	Qty	Rate	Amount
Service	Service call 8/28/12: Treat the pool to prevent mosquitos. No visible mosquito larvae.	1	100.00	100.00T
Mosquito Dunks	Mosquito Dunks	3	1.50	4.50T
Transaction # _____ Date _____ Account # <u>101-040-423.70-35</u> Project # _____ Invoice # <u>17106</u> Amount <u>\$114.17</u> Description <u>Suppl. Serv. @ 715 Mill St.</u> Approved By <u>Phil Ute</u> <u>09/04/12</u>				

A late charge of \$ 25.00 per month will be added to any Invoice over 30 days.

Visa, Master Card, Discover and American Express Cards Accepted.

<b>Subtotal</b>	\$104.50
<b>Sales Tax (9.25%)</b>	\$9.67
<b>Total</b>	\$114.17
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$114.17

<b>Customer Total Balance</b>	\$114.17
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Phone #	Fax #	E-mail	Web Site
479-770-5511	479-770-5051	krystalklearpools@sbcglobal.net	www.krystalklearpoolsinc.com



**Bellis Lawn & Gardens**  
 PO BOX 406  
 Fayetteville AR 72702

Complete Lawn Care and Restoration

*Len*

**Invoice**

Due Date	Date	Invoice #
9/20/2012	9/10/2012	369

bellis\_lawns@cox.net

**Bill To**  
 Code Enforcement/Springdale AR  
 107 Spring St  
 Springdale, AR 72762  
 Bobby N

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

**Balance Due \$60.00**

New e-mail address? Enter here: \_\_\_\_\_

**Bellis Lawn & Gardens**  
 PO BOX 406  
 Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.	Terms	Project	Rep
	Net 10		

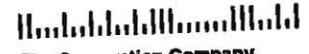
Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 715 Mill St Springdale AR -	1	60.00	9/10/2012	60.00

Transaction # \_\_\_\_\_  
 Date \_\_\_\_\_  
 Account # 101-0403-423, 70-35  
 Project # \_\_\_\_\_  
 Invoice # 369  
 Amount \$60.00  
 Description Lawn serv @ 715 N. Mill St.  
 Approved By *Mike U*  
9/11/12

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7507

<b>Total</b>	<b>\$60.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$60.00</b>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>  Citi Property Holdings, Inc.  1525 S. Beltline Road  Coppell, TX 75019</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>Homeward Residential  P.O. Box 631730  Irving, TX 75063</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p>	<p>7008 1300 0001 1433 4270</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>  The Corporation Company  124 West Capitol Ave.  Suite 1900  Little Rock, AR 72201</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>KAREN L MOORE  9-21-12</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p>	<p>7008 1300 0001 1433 1316</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

OFFICE OF THE CITY ATTORNEY

201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764

PHONE (479) 756-5900

FAX (479) 750-4732

www.springdalear.gov/cosa

JEFF C. HARPER  
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.

September 12, 2012

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Preston P. & Charlene L. Cox  
P.O. Box 8003  
Fayetteville, AR 72702-8003

Bank of America, N.A.  
1800 Tapo Canyon Road  
Simi Valley, CA 93063

RE: Notice of clean-up lien on property located at 3003 Napa Lane, Springdale, Washington County, Arkansas, Tax Parcel No. 815-36184-000

Dear Property Owner/Lienholder:

On July 10, 2012, notice was posted on property located at 3003 Napa Lane, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner and lienholder of record on July 11, 2012, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

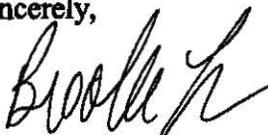
No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 23, 2012. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$125.00. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$5.75 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 16, 2012, 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, October 23, 2012, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$136.50, which includes \$125.00 for cleaning up the property and \$11.50 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Brooke Lockhart". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

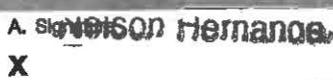
Brooke Lockhart  
Deputy City Attorney

enclosures

BL:ch



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Preston Cox</u> C. Date of Delivery <u>9/17/12</u></p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">  <b>Preston P. &amp; Charlene L. Cox</b>  <b>P.O. Box 8003</b>  <b>Fayetteville, AR 72702-8003</b></p>	<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <u>7008 1300 0001 1433 4843</u></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

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<p>1. Article Addressed to:</p> <p style="text-align: center;">  <b>Bank of America, N.A.</b>  <b>1800 Tapo Canyon Road</b>  <b>Simi Valley, CA 93063</b></p>	<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <u>7008 1300 0001 1433 4850</u></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

OFFICE OF THE CITY ATTORNEY  
201 NORTH SPRING STREET  
SPRINGDALE, ARKANSAS 72764  
PHONE (479) 756-5900  
FAX (479) 750-4732  
www.springdalear.gov/cosa

JEFF C. HARPER  
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.

September 12, 2012

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Deutsche Bank National Trust  
c/o AHMSI  
1525 S. Beltline Road  
Coppell, TX 75019

RE: Notice of clean-up lien on property located at 3068 Napa Lane, Springdale, Washington County, Arkansas, Tax Parcel No. 815-36852-000

Dear Property Owner:

On July 10, 2012, notice was posted on property located at 3068 Napa Lane, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner and lienholder of record on July 11, 2012, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 23, 2012. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$125.00. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$5.75 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

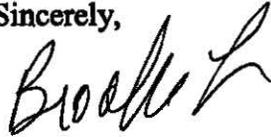
This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 16, 2012, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, October 23, 2012, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street,

Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$130.75, which includes \$125.00 for cleaning up the property and \$5.75 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Brooke L.", written in a cursive style.

Brooke Lockhart  
Deputy City Attorney

enclosures  
BL:ch



**Bellis Lawn & Gardens**  
**PO BOX 406**  
**Fayetteville AR 72702**

**Invoice**

<b>Due Date</b>	<b>Date</b>	<b>Invoice #</b>
8/2/2012	7/23/2012	310

bellis\_lawns@cox.net

**Bill To**

**Code Enforcement/Springdale AR**  
**107 Spring St**  
**Springdale, AR 72762**  
**Debi J**

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

New e-mail address? Enter here: \_\_\_\_\_

**Balance Due \$125.00**

**Bellis Lawn & Gardens**  
**PO BOX 406**  
**Fayetteville AR 72702**

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

Item	Description	Qty	P.O. No.	Terms	Project	Rep
				Net 10		
				Rate	Serviced	Amount
Lawn Service	Lawn Service - 3068 Napa Lane Springdale AR -	1		125.00	7/23/2012	125.00

Transaction # \_\_\_\_\_  
Date \_\_\_\_\_  
Account # 101-0463-413.70.35  
Project # \_\_\_\_\_  
Invoice # 310  
Amount \$125.00  
Description Lawn service @ 3068 Napa Ln  
Approved By PAK CA  
7/19/12

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

<b>Total</b>	<b>\$125.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$125.00</b>

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<p>1. Article Addressed to:</p> <p style="text-align: center;">   <b>Deutsche Bank National Trust</b>  c/o AHMSI  1525 S. Beltline Road  Coppell, TX 75019 </p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center;">  </p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input checked="" type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number  (Transfer from service label)</p>	<p style="text-align: center;">7008 1300 0001 1433 4829</p>

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

**A RESOLUTION AUTHORIZING EXECUTION OF A  
RELOCATION AGREEMENT FOR JOHNSON ROAD-I-540  
TO CHAPMAN AVENUE IMPROVEMENTS (CP-1004)**

**WHEREAS**, Resolution 43-06 approved the funding levels for the Johnson Road Project, and;

**WHEREAS**, the funding for utilities were agreed upon at an 80% federal share and 20% city match, and;

**WHEREAS**, Springdale Water Utilities have facilities that require relocation in association with the improvements, and;

**WHEREAS**, a portion of the facilities are eligible for federal reimbursement at the rate above;

**WHEREAS**, in keeping with the original agreement the cost share is as follows:

Federal Share	\$1,069,753.47
City Share	\$267,438.37
SWU Portion	\$881,109.16
Total Project Budget	\$2,218,301.00

**WHEREAS**, should the actual costs of relocation vary, the agreement may be modified so long as the city's portion does not exceed an amount 10% greater than that listed above:

**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 relocation agreement with Springdale Water Utilities.

**PASSED AND APPROVED** this \_\_\_\_\_ day of October, 2012

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeff C. Harper, City Attorney

ARKANSAS STATE HIGHWAY  
AND  
TRANSPORTATION DEPARTMENT

Scott E. Bennett  
Director  
Telephone (501) 569-2000  
Voice/TTY 711



P.O. Box 2261  
Little Rock, Arkansas 72203-2261  
Telefax (501) 569-2400  
www.arkansashighways.com

October 19, 2012

Ms. Patsy Christie  
City of Springdale  
201 Spring Street  
Springdale, AR 72764

Job 040272 (Utilities)  
040619 (Construction)  
HPP2-3302(1)  
Johnson Road Reconst. (Springdale)(S)  
Washington County

Dear Ms. Christie:

We have reviewed and approved the proposed adjustment plans for the City of Springdale Water and Sewer Commission for the relocation of its water and sewer facilities on the above referenced project.

An agreement covering the eligible reimbursable adjustment costs between the City of Springdale and the City of Springdale Water and Sewer Commission has been prepared by the Department. The original and five (5) copies of this agreement are enclosed for your review and concurrence.

If this agreement meets your approval, please have the instruments executed by the utility and the city and return the original and two (2) copies to this office for our further handling. One extra copy is provided for the city and the utility to have as temporary file copy until the approved copies are returned with our authorization for you to issue the Work Order Letter.

The adjustment work should not be started until work authorization is received from this office.

Sincerely yours,

Justin Hightower  
Utility Coordinator  
Utilities Section  
Right of Way Division

Enclosures  
Cc: "C" Files

AC

LS

CITY-UTILITY RELOCATION AGREEMENT  
Between  
The City of Springdale  
And  
City of Springdale Water and Sewer Commission

Project No. 040272 (Utilities) Location Johnson Road Reconst.  
040619 (Construction) (Springdale)(S)  
FAP HPP2-3302(1)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Springdale, Arkansas, acting by and through its duly authorized officials, hereinafter referred to as the "City," and the City of Springdale Water and Sewer Commission of Springdale, Arkansas, acting by and through its duly authorized representatives, hereinafter referred to as the "Owner,"

The City proposes to make city street improvements as specified under the above referenced job number, and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The City has requested that the Arkansas State Highway and Transportation Department assist the City by providing technical assistance for cost estimate and plan approval, for making the contractual arrangements between City and Owner, and for processing billing for reimbursement.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: See attached Exhibit A.

The required adjustment is 60.28% eligible for reimbursement for the actual cost which is estimated to be \$2,218,301.00 of which \$1,337,191.84 is to be paid by the City and \$881,109.16 is to be borne by Owner.

(1) FHWA PORTION 80.00% (2) CITY PORTION 20.00%  
(3) STATE PORTION 0.00%

Owner will not commence work until authorized by the City/Department and will then endeavor to begin within 14 days and complete within 250 days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Expenses incurred under an actual cost agreement may be billed to the City/Department monthly in increments of \$5,000.00 or more.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither, the Owner nor the City by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Springdale Water  
and Sewer Commission

City of Springdale

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**EXHIBIT A**

Adjust water facilities to clear highway construction by abandoning approximately 6,223 feet of six (6) inch, eight (8) inch, and twelve (12) inch water line complete with appurtenances. Restore water service by installing approximately 9,600 feet of twelve (12) inch water main, 2,000 feet of eight (8) inch water main, and 200 feet of six (6) inch water line complete with appurtenances. Adjust sewer facilities to clear highway construction by abandoning approximately 3,897 feet of four (4) inch, eight (8) inch, ten (10) inch, twelve (12) inch, and eighteen (18) inch sewer line complete with appurtenances. Restore sewer service by installing approximately 300 feet of twenty (20) inch sewer main, 20 feet of eighteen (18) inch sewer main, 800 feet of twelve (12) inch sewer main, 400 feet of ten (10) inch sewer main, 6,100 feet of eight (8) inch sewer main, 800 feet of ten (10) inch force main, and 50 feet of sixteen (16) inch force main complete with appurtenances. Owner is not adequately staffed to perform this work; therefore, contract forces will be utilized and selected by low bid process.

Owner will be upgrading facilities during construction in which a betterment has been addressed. Owner has developed a replacement in-kind factor for reimbursement in which the Department concurs. This factor is to be updated based on final quantities installed.

The pro rata factor for reimbursement will be determined as follows:

<u>Total in-kind construction cost as bid</u>	\$ 1,307,522.00 = 60.28%
Total construction cost with betterment as bid	\$ 2,169,001.00

Cost Summary

Construction Cost	\$ 2,169,001.00
Construction Services	\$ 49,000.00
ADEQ SWPPP Fee	\$ 100.00
<u>ADEQ STAA Fee</u>	<u>\$ 200.00</u>
Total Cost	\$ 2,218,301.00

Total Reimbursable Cost \$2,218,301.00 X 60.28% = \$1,337,191.84.