

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

- Monday, August 18th, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available Friday, Aug 15th, 2014

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 12TH, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **JIM REED**

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. Approval of Minutes

a) July 22nd, 2014 **Pg.'s 3-21**

6. A Report on the Economic Development Program by Scott Edmondson, Director of Business Development for the Chamber of Commerce.

7. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers...* **8; 9 A&B; 11; & 14.** (Motion must be approved by two-thirds (2/3) of the council members).

8. Planning Commission Recommendations by Planning Director Patsy Christie:

An Ordinance rezoning .5 acres owned by Willpett Investments, LLC from Medium Density Multi-Family Residential District (MF-12) to Institutional District (P-1) and declaring an emergency. **Pg.'s 22-24**

9. Health, Sanitation & Property Maintenance Committee Report and Recommendations by Chairman Jim Reed:

A. **An Ordinance** approving a 5-year extension of, and an amendment to, a sanitation service contract with Sunray Services, Inc. (now Waste Management of Arkansas, INC.), for the provision of collection, recycling, composting, transfer and disposal of solid waste; declaring the existence of exceptional circumstances making the competitive bidding procedure not feasible or practical; and authorizing the Mayor to execute the contract on behalf of the city. (Committee recommended approval) **Pg.'s 25-30**

B. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 1001 Wilkinson Lane; to declare an emergency and for other purposes. **Pg.'s 31-35**

10. Personnel Committee Report and Recommendations by Chairperson Kathy Jaycox:
A Resolution amending Section 2.19 of the Personnel and Procedures Manual for the City of Springdale, Arkansas. **Pg.'s 36-38**
11. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
An Ordinance to waive competitive bidding for the purchase of a Mobile EMS Reporting Solution. **Pg.'s 39-49**
12. **A Resolution** accepting a grant from the Federal Aviation Administration and authorizing the Mayor to sign the grant agreement, presented by Wyman Morgan, Director of Administration & Financial Services. **Pg.'s 50-57**
13. **A Resolution** authorizing the extension of leases to the Area Agency on Aging, presented by Wyman Morgan, Director of Administration & Financial Services. **Pg.'s 58-59**
14. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas, presented by Ernest Cate, City Attorney. **Pg.'s 60-121**
15. Comments from Department Heads.
16. Comments from Council Members.
17. Comments from City Attorney.
18. Comments from Mayor Sprouse.
19. Adjournment.

SPRINGDALE CITY COUNCIL
JULY 22, 2014

The City Council of the City of Springdale met in regular session on July 22, 2014, in the City Council Chambers, City Administration Building. Mayor Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Bob Bersi	Police Captain
Mike Chamlee	Building Official
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Courtney Kremer	Animal Services Director
Gina Lewis	Human Resource Director

OZARK REGIONAL TRANSIT REPORT

Jeff Hatley, Mobility Manager/Public Information Officer, gave an update on the operations for Ozark Regional Transit for June in the City of Springdale.

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the July 8, 2014 City Council meeting be approved as presented. Alderman Evans made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY THE APPLICATION OF WILLPETT INVESTMENTS LLC TO REZONE APPROXIMATELY .5 ACRES LOCATED AT 612 AND 612 1/2 W. GROVE AVENUE, FROM MF-12 TO P-1

Lamar Pettus, Manager/Member for Willpett Investments, presented an appeal on a rezoning request by Willpett Investments for .5 acres located at 612 and 612 1/2 W. Grove Avenue, from MF-12 to P-1.

Alderman Overton made the motion to overturn Planning Commission's decision to deny the rezoning request. Alderman Bruns made the second.

Mr. Pettus stated in his letter that this land was developed for use as a church and school by the 7th Day Adventist Church in 1948. Willpett Investments LLC purchased the property in 2005 and at the time both properties were vacant but belonged to the Central United Methodist Church. Willpett Investments LLC sold the property to the Grace Marshallese Assembly of God Inc. in 2007 and the Grace Marshallese Assembly of God Inc. operated its Church and Church School until April 2014. Grace Marshallese Assembly of God Inc. said they were moving because they were told by the City of Springdale that they had to install parking spaces and had to have a business license to operate as a church which means the property would have to be rezoned P-1. That is how they got to this rezoning request.

Alderman Overton said this has always been a church related property and he would like to see it remain that.

After discussion the vote was taken:

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

No: Ford

An Ordinance to rezone the property will be on the August 12, 2014 City Council agenda.

PROPOSED ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 308 W. EMMA AVENUE (OLD APOLLO THEATRE)

At their April 22, 2014 meeting, City Council tabled a proposed ordinance ordering the razing and removal of the old Apollo Theatre located at 308 W. Emma Avenue for 90 days.

Brian Moore and Tom Lundstrum purchased this property approximately 2 1/2 weeks ago. The upstairs apartment has been gutted and the downstairs should be done by the end of the week. Mr. Moore said he is getting quotes on a new roof and removing a lot of the rotted materials. He will then be hiring an Architect to talk about the intended use for the property.

City Attorney Ernest Cate read the title of the Ordinance.

The Ordinance failed for lack of a motion.

RESOLUTION NO. 107-14 – RECOGNIZING THE "2014 BIKES, BLUES AND BBQ" EVENT AS A CITY APPROVED SPECIAL EVENT

Scott Edmondson, Springdale Chamber of Commerce Director of Business Development, presented a Resolution recognizing the "2014 Bikes, Blues and BBQ" Event as a city approved special event to be held September 24th through September 27th, 2014.

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING THE "2014 BIKES, BLUES AND BBQ" EVENT AS A CITY APPROVED SPECIAL EVENT.

WHEREAS, the annual "Bikes, Blues, and BBQ" event brings thousands of visitors to Northwest Arkansas, thereby generating tourism dollars for Springdale, Arkansas;

WHEREAS, the 2014 "Bikes, Blues, and BBQ" event will take place from September 24th to September 27th, 2014;

WHEREAS, the parking lot of Arvest Ballpark is an excellent venue to host activities and events associated with Bikes, Blues, and BBQ;

WHEREAS, the City of Springdale wishes to declare the 2014 Bikes, Blues, and BBQ event a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of Bikes, Blues, and BBQ to utilize the parking lot of Arvest Ballpark during this special event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 "Bikes, Blues, and BBQ" event, which will take place from September 24th to September 27th, 2014, is hereby recognized as a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of Bikes, Blues, and BBQ to utilize the parking lot of Arvest Ballpark during this special event.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 107-14.

ORDINANCE NO. 4807 – REZONING 3.91 ACRES OWNED BY JOSH AND ELOISE PETIT LIVING TRUST LOCATED AT 5950 W. SUNSET, FROM C-5 TO C-6; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.91 acres owned by Josh and Eloise Petit Living Trust located at 5950 W. Sunset, from C-5 to C-6; and declaring an emergency.

SPRINGDALE CITY COUNCIL
JULY 22, 2014

Planning Commission recommended approval at their July 1, 2014 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4807.

ORDINANCE NO. 4808 – REZONING .97 ACRES OWNED BY ESCH FAMILY LIMITED PARTNERSHIP LOCATED AT 1306 S. THOMPSON, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .97 acres owned by the Esch Family Limited Partnership located at 1306 S. Thompson, from C-2 to C-5; and declaring an emergency.

Planning Commission recommended approval at their July 1, 2014 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4808.

ORDINANCE NO. 4809 – REZONING 3.83 ACRES OWNED BY RANDAL WEBB AND RAMONA VOLKOTS LOCATED AT 2148 NORTH THOMPSON, FROM C-2 TO C-6; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.83 acres owned by Randal Webb and Ramona Volkots located at 2148 North Thompson, from C-2 to C-6; and declaring an emergency.

Planning Commission recommended approval at their July 1, 2014 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4809.

ORDINANCE NO. 4810 – REZONING 1.16 ACRES OWNED BY LEISURE HOMES (TOM EMBACH) LOCATED AT 905 NORTH MILL STREET, FROM SF-2 TO MF-4; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 1.16 acres owned by Leisure Homes (Tom Embach) located at 905 North Mill Street, from SF-2 to MF-4; and declaring an emergency.

Planning Commission recommended approval at their July 1, 2014 meeting. Mr. Embach originally requested MF-12 but later downgraded to MF-4.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4810.

RESOLUTION NO. 108-14 – APPROVING A CONDITIONAL USE APPEAL BY LIV AND SCOTT THIEDE FOR A HOME OCCUPATION AT 8862 CREST LANE LOCATED IN AN AGRICULTURAL DISTRICT

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Liv and Scott Thiede for a home occupation at 8862 Crest Lane located in an agricultural district. The following conditions were included as follows:

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT 8862 CREST LANE 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 July 1, 2014, on a request by Liv & Scott Thiede for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and no (0) nays recommends that a conditional use be granted to Liv and Scott Thiede for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1) with the following conditions –

1. Must remain as a clean, quiet, non-obtrusive activity operated on a limited basis and incidental to the residence.
2. No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure.
3. No outside storage of materials required for the operation of the business
4. Operated only by the resident members of the household and not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.
5. Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.
6. Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.
7. Will not product any fumes, odors, noise or any other offensive effects that are not normal to residential activity.
8. Will not involve accessory buildings
9. Stock in trade not to exceed ten (10) percent of the floor area of the accessory use.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Liv and Scott Thiede for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1 with the following conditions –

1. Must remain as a clean, quiet, non-obtrusive activity operated on a limited basis and incidental to the residence.
2. No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure.
3. No outside storage of materials required for the operation of the business

4. Operated only by the resident members of the household and not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.
5. Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.
6. Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.
7. Will not product any fumes, odors, noise or any other offensive effects that are not normal to residential activity.
8. Will not involve accessory buildings
9. Stock in trade not to exceed ten (10) percent of the floor area of the accessory use.

PASSED AND APPROVED THIS ____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 108-14.

RESOLUTION NO. 109-14 - APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO SILVIO RAMIREZ IN CONNECTION WITH A SINGLE FAMILY DWELLING LOCATED AT 8985 CREST LANE

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Silvio Ramirez in connection with a single family dwelling located at 8985 Crest Lane.

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

The proposed Resolution provides for four options to consider, either Option 1 to grant waiver, Option 2 to deny waiver, Option 3 to approve payment in lieu of improvements or Option 4 to deny waiver and allow Bill of Assurance.

Alderman Reed moved the Resolution be adopted with Option 1. Alderman Evans made the second.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO SILVIO RAMIREZ IN CONNECTION WITH A SINGLE FAMILY DWELLING LOCATED AT 8985 CREST LANE

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with Silvio Ramirez for a single family dwelling located at 8985 Crest Lane 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 Silvio Ramirez including drainage improvements related thereto, sidewalks in connection with a single family dwelling located at 8985 Crest Lane.

PASSED AND APPROVED THIS ____ DAY OF JULY, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 109-14.

ORDINANCE NO. 4811 – AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS (ANIMALS)

Alderman Overton presented an Ordinance amending Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas pertaining to animals. The revisions pertain to the costs associated with boarding, euthanizing and spaying/neutering of animals and also will more effectively deal with fowl being used for educational purposes in schools.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4811.

PROPOSED ORDINANCE APPROVING A FIVE YEAR EXTENSION AND AMENDMENT TO A SANITATION SERVICE CONTRACT WITH SUNRAY SERVICES, INC. (NOW WASTE MANAGEMENT OF ARKANSAS INC.)

Alderman Reed made the motion to table a proposed Ordinance for two weeks approving a five year extension and amendment to a sanitation services contract with Sunray Services, Inc. (now Waste Management of Arkansas Inc.). Alderman Bruns made the second.

The vote:

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

No: None

The Ordinance will go before the Ordinance Committee on August 4, 2014 for further review.

RESOLUTION NO. 110-14 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR MUTUAL AID BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE TONTITOWN FIRE DEPARTMENT

Alderman Ford presented a Resolution authorizing the Mayor and City Clerk to enter into an agreement for mutual aid between the Springdale Fire Department and the Tontitown Fire Department.

Fire Chief Mike Irwin was asked by council to review all the mutual aid agreements with other departments and make sure they all have the same guidelines for mutual aid.

Janie Bibb, Springdale Citizen, asked that the City of Springdale make sure that their firefighters are protected at all costs when they are called to cities with mutual aid agreements.

Chief Irwin said a mutual aid agreement can be terminated with a 30 day notice from either party.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR MUTUAL AID BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE TONTITOWN FIRE DEPARTMENT.

WHEREAS, the City of Springdale and the City of Tontitown both staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, the City of Springdale and the City of Tontitown, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render mutual aid to each other for certain defined incidents; and

WHEREAS, the City of Springdale and the City of Tontitown wish to enter into an agreement to memorialize their agreement to provide mutual aid, and to set forth the terms and conditions of providing mutual aid;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a Mutual Aid Fire Services Agreement with the City of Tontitown, a copy of which is attached to this Resolution.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 110-14.

RESOLUTION NO. 111-14 – AUTHORIZING THE PURCHASE OF TWO FIRE ENGINES AND EXTRICATION EQUIPMENT FOR THE SPRINGDALE FIRE DEPARTMENT TO BE PAID FOR OUT OF THE 2012 FIRE DEPARTMENT BOND CONSTRUCTION FUND

Alderman Ford presented a Resolution authorizing the purchase of two fire engines and extrication equipment for the Springdale Fire Department to be paid for out of the 2012 Fire Department Bond Construction Fund.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO FIRE ENGINES AND EXTRICATION EQUIPMENT

WHEREAS, the City of Springdale Fire Department needs to replace two fire engines that are close to the end of their useful life and are not dependable, and

WHEREAS, the Fire Department is also in need of additional extrication equipment as listed on the attachment hereto, and

WHEREAS, there is a substantial savings if payment for the fire engines is made at the time they are ordered, and

WHEREAS, the City Council desires that funds from the Fire Bond Issue be appropriated for the purchase to these two fire engines and the extrication equipment;

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

Section 1: the expenditure of \$875,000.00 of funds from the 2012 Fire Department Bond Construction Fund to purchase extrication equipment and two fire engines is hereby approved.

Section 2. the Mayor is authorized to make payment for the fire engines at the time of placing the order.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 111-14.

RESOLUTION NO. 112-14 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN OREN LARUE, JR. AND LORENE LARUE, HUSBAND AND WIFE, ARE DEFENDANTS, ON THE 56TH STREET WIDENING PROJECT

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Oren Larue, Jr. and Lorene Larue, Husband and Wife, are defendants on the 56th Street Widening Project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN OREN LARUE, JR., AND LORENE LARUE, HUSBAND AND WIFE, ARE DEFENDANTS.

WHEREAS, the City of Springdale filed a lawsuit against Oren Larue, Jr., and Lorene Larue, Husband and Wife, to condemn a tract of land for the 56th Street Widening Project No. 12BPS4;

WHEREAS, the City of Springdale deposited the sum of \$23,000.00 into the Registry of the Court as estimated just compensation for the Larues' property;

WHEREAS, the Larues have extended an offer to settle the condemnation lawsuit for the total sum of \$31,853.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$8,853.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Larue condemnation lawsuit for the total sum of \$31,853.00.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 112-14.

RESOLUTION NO. 113-14 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN VICTORY CHURCH NWA IS THE DEFENDANT ON THE 56TH STREET WIDENING PROJECT NO. 12BPS4

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Victory Church NWA is the defendant on the 56th Street Widening Project No. 12BPS4.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN VICTORY CHURCH NWA, INC., IS DEFENDANT.

WHEREAS, the City of Springdale filed a lawsuit against Victory Church NWA, Inc., to condemn a tract of land for the 56th Street Widening Project No. 12BPS4;

WHEREAS, the City of Springdale deposited the sum of \$96,600.00 into the Registry of the Court as estimated just compensation for Victory Church's property;

WHEREAS, Victory Church has extended an offer to settle the condemnation lawsuit for the total sum of \$253,672.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$157,072.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Victory Church condemnation lawsuit for the total sum of \$253,672.00.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 113-14.

RESOLUTION NO. 114-14 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE ROCK OF NORTHWEST ARKANSAS IS THE DEFENDANT ON THE I-540/DON TYSON PARKWAY INTERCHANGE PROJECT, AHTD PROJECT NO. 040527, TRACTS 12A AND 12B

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein the Rock of Northwest Arkansas is the defendant on the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tracts 12A and 12B.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE ROCK OF NORTHWEST ARKANSAS IS DEFENDANT

WHEREAS, the City of Springdale filed a lawsuit against the Rock of Northwest Arkansas, to condemn a tract of land for the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tracts 12A and 12B;

WHEREAS, the City of Springdale deposited the sum of \$57,000.00 into the Registry of the Court as estimated just compensation for the Rock's property;

WHEREAS, the Rock has extended an offer to settle the condemnation lawsuit for the total sum of \$243,240.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$186,240.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Rock of Northwest Arkansas condemnation lawsuit for the total sum of \$243,240.00.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 114-14.

RESOLUTION NO. 115-14 – AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SE PARK PROJECT (12BPP1) AND ESTABLISHING THE BUDGET FOR SAID PROJECT

Alderman Bruns presented a Resolution authorizing execution of a construction contract for the SE Park Project (12BPP1) and establishing the budget for said project.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT FOR THE SE PARK PROJECT (12BPP1) AND ESTABLISHING THE BUDGET FOR SAID PROJECT

WHEREAS, sealed competitive construction bids were received and opened for the SE Park Project on May 30, 2014;

WHEREAS, the low bid of \$13,612,631.90 submitted by Milestone Construction Company, Inc. exceeded the funds available to construct the project;

SPRINGDALE CITY COUNCIL
JULY 22, 2014

WHEREAS, deductive alternate number 1 was accepted with the bid which brought the total to \$12,901,817.74;

WHEREAS, the total including deductive alternate number one exceeded the amount of fund available to construct the project;

WHEREAS, the City began negotiations with Milestone Construction Company, Inc. to establish a budget that is within the funding available and those negotiations yielded a revised construction plan and budget;

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

Land Acquisition	1,451,762.00
Design Engineering	905,986.55
Construction Engineering	431,743.27
Construction (Bid Amount)	10,793,581.84
Construction Contingency (4.5%)	485,711.18
Material Testing Services (Estimated)	35,000.00
Playground/Splash Pad Allowance	600,000.00
Utility Relocation	85,000.00
Park Maintenance Equipment	150,000.00
<u>Miscellaneous (permit fees; adv., etc...)</u>	<u>2,500.00</u>
Total	14,941,284.84
Previously Expended	1,846,545.34
Donation	500,000.00
Total Funding Remaining	\$12,594,739.50

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

- 1) The Mayor and City Clerk are hereby authorized to execute a construction contract with Milestone Construction Company, Inc. in the amount of \$10,793,581.84.
- 2) The total project cost shall not exceed \$14,941,284.84 without Council approval.

PASSED AND APPROVED this ____ day of July, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 115-14.

RESOLUTION NO. 116-14 – AMENDING THE 2014 BUDGET OF THE CITY OF
SPRINGDALE FOR TREES ON DON TYSON PARKWAY

Alderman Reed presented a Resolution amending the 2014 Budget of the City of Springdale for treatment of trees on Don Tyson Parkway.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014 BUDGET OF THE CITY
OF SPRINGDALE**

WHEREAS, the trees on Don Tyson Parkway need to be fertilized and treated for pest and fungus, and;

WHEREAS, the adopted budget did not include funds for this project, and;

WHEREAS, the costs for treating the trees this year is estimated to be \$4,390;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR
THE CITY OF SPRINGDALE, ARKANSAS**, that the 2014 budget of the City of Springdale 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>
Administration	10101014119121	Transfer to Street Fund	324,910	4,390		329,300
Street Fund	20102013911100	Transfer from General	324,910	4,390		329,300
Landscaping	20102054316055	Landscaping Supplies	40,000	4,390		44,390

PASSED AND APPROVED this _____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 116-14.

RESOLUTION NO. 117-14 – AMENDING THE 2014 BUDGET OF THE
ENGINEERING DEPARTMENT

Alderman Reed presented a Resolution amending the 2014 Budget of the Engineering Department to update the flood maps of Springdale. The maps can be updated for \$5,000

if the City participates in a grant opportunity with the Arkansas Natural Resources Commission.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014 BUDGET OF THE
ENGINEERING DEPARTMENT**

WHEREAS, the Engineering Director has expressed a need to update the flood maps of Springdale, and;

WHEREAS, the flood maps could be updated for \$5,000 if we participate in a grant opportunity with the Arkansas Natural Resources Commission, and;

WHEREAS, the Engineering Department has funds appropriated for traffic engineering that could be used for this purpose;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Engineering 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>
Engineering	10104025004015	Traffic Engineering	10,000		5,000	5,000
Engineering	10104025004010	Other Professional Serv	35,000	5,000		40,000

PASSED AND APPROVED this _____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 117-14.

**RESOLUTION NO. 118-14 – APPROVING A CONSTRUCTION PROGRESS
PAYMENT FOR THE DON TYSON PARKWAY INTERCHANGE (12BPS1)**

Engineering Director Alan Pugh presented a Resolution approving a construction progress payment for the Don Tyson Parkway Interchange (12BPS1) in the amount of \$1,309,706.06.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION PROGRESS
PAYMENT FOR THE DON TYSON PARKWAY INTERCHANGE
(12BPS1)**

WHEREAS, Pursuant to Ark Code Ann 14-58-305, Section 2-158 of the Springdale Code of Ordinances sets the maximum amount of any bill, debt, or liability that may be paid without the approval of City Council, and

WHEREAS, the maximum amount is set at \$1,000,000, and

WHEREAS, Construction Pay Application Number 13 for the Don Tyson Parkway (DTP) Interchange exceeds this amount, and

WHEREAS, the owner has previously entered into a contract with Emery Sapp and Sons, Inc. (ESS) for the construction of the DTP Interchange, and

WHEREAS, the construction continues to progress and ESS is due the money owed based on the work performed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to issue payment to Emery Sapp and Sons, Inc. in the amount of \$1,309,706.06 for the current pay application covering construction work performed to date.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 118-14.

AIRPORT TERMINAL FUNDING

Wyman Morgan reported the Airport Commission applied to the Arkansas Department of Aeronautics for a \$400,000 grant to pay for part of the renovation to the Airport Terminal. They have asked that the City go out for some solid bids before they can decide on the grant. It is a 50/50 matching grant.

Council agreed to allow Mr. Morgan to get bids at this time.

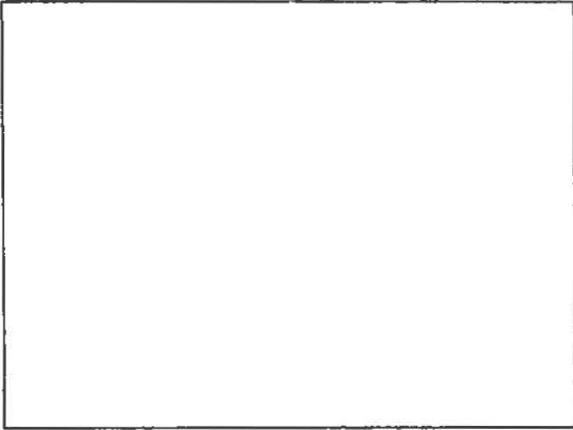
ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:00 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer



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 MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO INSTITUTIONAL DISTRICT (P-1) 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 July1, 2014 for hearing the matter of a petition of Willpett Investments, LLC requesting that the following described tract of real estate be zoned from Medium Density Multi-family Residential District (MF-12) to Institutional District (P-1)

Layman's Description: 612 & 612 1/2 W. Grove Avenue

Legal Description: A part of the SW 1/4 of the SW 1/4 of Section 36, T-18-N, R-30W, being more particularly described as follows: Beginning at a point 180 feet West of and from the SW corner of Lot 6 in block 7 in Railroad Addition to Springdale, and running thence South 150 feet to the North line of Grove Street in said Addition as now extended Westerly; thence East 75 feet for a beginning Corner; thence North 150 feet; thence East 75 feet; thence South 150 feet; thence West 75 feet to the place of beginning.

AND

A part of the SW 1/4 of the SW 1/4 of Section 36, T-18-N, R-30-W, being more particularly described as follows: Beginning at a point 180 feet West of and from the SW Corner of Lot 6 in Block 7 in Railroad Addition to Springdale, and running thence South 150 feet; thence East 75 feet; thence North 150 feet; thence West 75 feet to the place 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 denied but Springdale City Council overturned the Springdale Planning Commission's decision and rezoned the property from Medium Density Multi-family Residential District (MF-12) to Institutional District (P-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Medium Density Multi-family Residential District (MF-12) to Institutional District (P-1).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

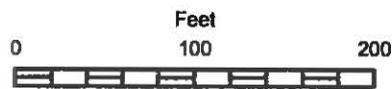
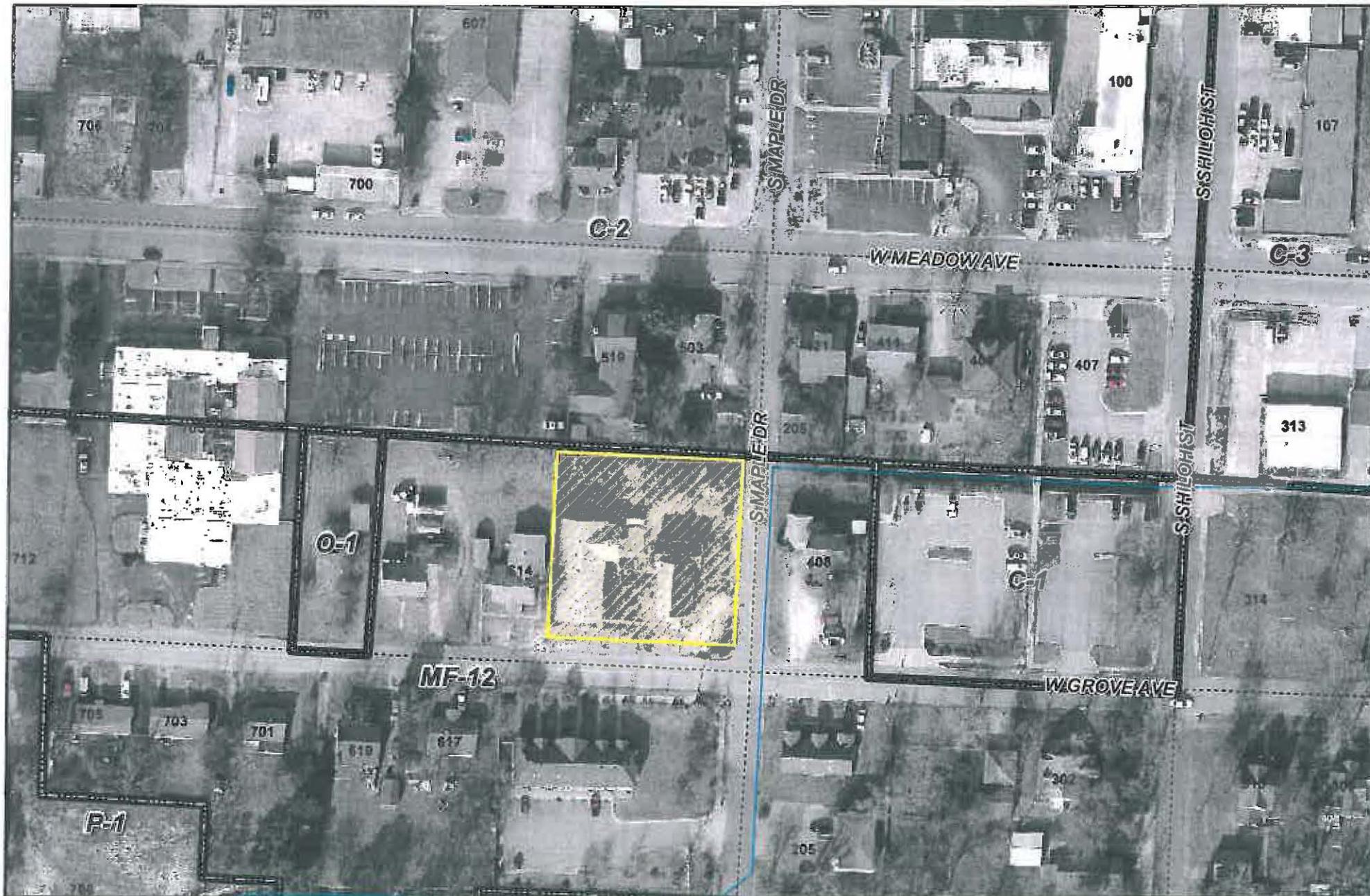
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: WILLPETT INVESTMENTS, LLC
REZONING REQUEST:
MF-12 TO P-1

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
7/1/2014

ORDINANCE NO. _____

AN ORDINANCE APPROVING A 5 YEAR EXTENSION OF, AND AN AMENDMENT TO, A SANITATION SERVICE CONTRACT WITH SUNRAY SERVICES, INC. (now WASTE MANAGEMENT OF ARKANSAS, INC.), FOR THE PROVISION OF COLLECTION, RECYCLING, COMPOSTING, TRANSFER AND DISPOSAL OF SOLID WASTE; DECLARING THE EXISTENCE OF EXCEPTIONAL CIRCUMSTANCES MAKING THE COMPETITIVE BIDDING PROCEDURE NOT FEASIBLE OR PRACTICAL; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, on December 12, 1995, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2442 authorizing a sanitation service contract with Sunray Services, Inc., for the provision of collection, recycling, composting, transfer, and disposal of solid waste ("the Contract");

WHEREAS, on March 10, 1998, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2811 authorizing a ten (10) year extension of the Contract with Sunray Services, Inc., extending the term of the Contract until December 31, 2010;

WHEREAS, on February 9, 2010, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 4395 authorizing a five (5) year extension of the Contract with Sunray Services, Inc., extending the term of the contract until 2015;

WHEREAS, the Contract was originally executed on December 12, 1995, and was amended by Resolution No. 54-07 on March 13, 2007, and by Ordinance No. 4395 on February 9, 2010;

WHEREAS, the City Council desires to ensure that citizens of the City of Springdale, Arkansas, continue to have the proper collection, recycling, composting, transfer, and disposal of solid waste at a reasonable and fair price;

WHEREAS, the City of Springdale also desires to make sure that all federal, state and local laws and regulations are complied with, and further recognizes the limited number of landfills in the area;

WHEREAS, Waste Management of Arkansas, Inc., is the successor to Sunray Services, Inc.;

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

Section 1: The terms and conditions of a contract with Sunray Services, Inc. (now Waste Management of Arkansas, Inc.), for the provisions of collecting, recycling, composting, transfer, and disposal of solid waste, incorporated herein, is hereby approved by the City Council of the City of Springdale, Arkansas, to be extended for an additional five (5) year term as provided in the attached "Third Amendment to Sanitation Service Contract";

Section 2: All terms and conditions set out in the contract, as amended by Resolution No. 54-07, and by Ordinance No. 4395, and as amended by the attached "Third Amendment to Sanitation Service Contract", all of which are incorporated herein by reference, shall continue during the five (5) year extension, and the Mayor is authorized to sign such agreement on behalf of the City;

Section 3: The City Council for the City of Springdale, Arkansas deems there to exist exceptional circumstances in that the City, from prior experience, finds that Waste Management of Arkansas, Inc., has the knowledge, skill, resources, and experience to perform the contracted

service in a thorough, competent, and efficient manner, at a fair and reasonable price, and it is deemed by the City Council that such agreement is in the best interest of the citizens of Springdale, Arkansas; further, the City Council finds that the City is already doing business with Waste Management of Arkansas, Inc., and the City Council is aware of no other person or entity located or situated so as to provide the same services which are the subject of the attached contract; further, Waste Management of Arkansas, Inc., owns and operates a Class I and Class IV landfill in Tontitown, Arkansas, as well as other Class I and Class IV landfills in Arkansas and Kansas; and Waste Management of Arkansas, Inc., is in the best position to ensure payment of all solid waste collection, recycling, composting, transfer, and disposal fees to the State of Arkansas, including but not limited to all post-closure trust fund fees, disposal fees, and recycling fees required pursuant to Arkansas Act 747, 754, and 755 of 1991, and Arkansas Act 1127 of 1993 and any and all other existing and future fees and operating requirements by United States, Arkansas, and local laws, ordinances, and regulations including but not limited to the Resource Conservation and Recovery Act of 1976, as amended.

Section 4: For the reasons set out herein, the City Council for the City of Springdale, Arkansas, deems it unfeasible and/or impractical to submit this matter for a competitive bidding procedure and deems it in the best interest of the citizens and residents of the City of Springdale, Arkansas, to forego such competitive bidding requirements.

Section 5: Ark. Code Ann. §14-58-104(b), allows the City of Springdale, Arkansas, as a first class city, to renew or extend the term of an existing contract without soliciting bids.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest B. Cate, City Attorney

THIRD AMENDMENT TO SANITATION SERVICE CONTRACT

This Third Amendment to Sanitation Service Contract (hereafter "Amendment") is entered into and takes effect on this ____ day of _____, 2014, by and between the City of Springdale, Arkansas (the "City") and Waste Management of Arkansas, Inc. (the "Contractor").

RECITALS

WHEREAS, pursuant to Ordinance No. 2442 and Ordinance No. 2811, the City is a party to a Sanitation Services Contract dated December 12, 1995 with Sunray Services, Inc. for the purposes of collection, recycling, transfer and disposal of primarily residential solid waste for the City, as amended on March 13, 2007 and March 26, 2010 (the "Contract");

WHEREAS, as a matter of Arkansas law due to a statutory merger in 1998, Waste Management of Arkansas, Inc., the Contractor, is the successor-in-interest to Sunray Services, Inc.;

WHEREAS, the City is interested in promoting recycling efforts and has requested that Contractor purchase and deliver rubber wheeled polycarts with an approximate capacity of 96 gallons ("Recycling Cart") to each residence for collection of recyclable materials to replace the current 18-gallon bins used by residents;

WHEREAS, the Contractor is willing to invest the capital needed to purchase and deliver approximately 19,000 recycling polycarts to the City's residents as set forth below;

WHEREAS, the parties desire to make certain other amendments to the Contract contained herein, and

NOW, THEREFORE, in consideration of the above Recitals and Terms and Conditions below, all of which constitute good and valuable consideration, the said Contract is amended as follows:

TERMS AND CONDITIONS

1. The City and Contractor agree to extend the term of the Contract for five years through May 31, 2020.
2. Within 120 days after this Amendment is fully executed, Contractor agrees to deliver one Recycling Cart to each residence located within the City. The parties agree that the following language is hereby added to the Agreement:
 - a. Contractor shall provide one (1) Recycling Cart per residence. The Recycling Cart shall remain at the location of the residence where delivered by Contractor. The Recycling Cart shall remain the property of Contractor. The Contractor shall maintain or repair the Recycling Carts; except that, the residential customer shall be responsible for all loss or damage to the Recycling Cart, unless such loss or damages is caused by normal wear and tear or results from Contractor's negligence or handling of Recycling Cart. One additional Recycling Cart will be made available, upon request, for residential customers at the additional monthly rate of \$2.25. In the event a resident's Recycling Cart is lost or stolen, Contractor agrees to replace such lost or stolen Recycling Cart at the rate of _____, which City shall pay to Contractor and City shall bill to the residential customer. Contractor will deliver an additional or replacement Recycling Cart to a customer requesting the same within fourteen (14) days of receiving the request.

- b. Residential customers must place all Recyclable Materials in the Recycling Cart for collection by Contractor. The acceptable Recyclable Materials and related specifications are contained in Exhibit A attached hereto and incorporated by reference. Recycling Carts shall be placed by the residential customer in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road, or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. Customers shall not overload their Recycling Carts, and the Recycling Carts shall be loaded such that the lids shall close securely. All Residents shall pay for the recycling services program whether they participate in the recycling program or not.
- c. Contractor shall not be required to collect (i) any Recyclable Materials that are not placed in the designated Recycling Cart, (ii) any Recycling Cart containing unacceptable or non-Recyclable Materials, (iii) any Recycling Cart that is overloaded, or (iii) a Recycling Cart that is not properly placed curbside, and Contractor has the right to tag such Recycling Cart.

3. The City and Contractor agree to restate the terms of Paragraph 3(b) as follows:

3.(b) Contractor shall charge each residential customer for residential curbside household waste collection and residential curbside recyclable material at the rate of \$14.01 per month for each residential housing unit for the first twelve (12) months after the Effective Date.

Contractor will begin providing citywide residential every-other-week recycling services on March 1, 2015 or within one week after Contractor has provided Recycling Carts to all residents, whichever comes earlier.

Contractor will provide Household Waste Bags [Yellow Bags] for Senior Citizens [65 years or older] as a part of the residential curbside waste collection program. Qualifying citizens will be required to purchase packages of ten bags at \$2.50 per bag plus sales tax. As a part of the residential curbside recyclable materials collection program, the Yellow Bag customers will be provided a 96-gallon recycle polycart, and will be charged \$2.47 per month on their Springdale Water Utilities bill.

Contractor will provide Yard Waste Bags [Green Bags] to all residential customers as a part of the residential curbside household waste collection program. Citizens using this program will be required to purchase a minimum of one roll of 30 bags at a price of \$31.20 with no sales tax required. Contractor will provide the Green Bags for sale at three locations within the City. Upon receipt of payment, Contractor will deliver Green Bags to the paying customer's residence, up to a maximum of 60 home deliveries per year.

4. The City and Contractor agree to modify the terms of Paragraphs 4(a) and 4(b) as set forth in the Contract and First Amendment as follows:

- (a) On June 1, 2015 and annually thereafter, the fees, rates and/or compensation shall be increased by the percentage amount equal to the net percentage change in the Consumer Price Index (CPI-U – Garbage and Trash) published by the U. S. Department of Labor Statistics, for the Southern

Region of the United States during the immediately preceding January 1 to December 31 calendar year.

- (b) On June 1, 2015 and annually thereafter, the fee paid to Springdale Water Utilities shall be increased by the percentage amount equal to the net percentage change in the Consumer Price Index (CPI-U – Garbage and Trash) published by the U. S. Department of Labor Statistics, for the Southern Region of the United States during the immediately preceding January 1 to December 31 calendar year.
- 5. Contractor agrees to continue providing free disposal services at the Eco-Vista Landfill to the City for Bulky Waste items collected by the City from residences within the City's limit. The City is responsible for the weekly collection and transport of all Bulky Waste set out for collection by residents.
- 6. Contractor will provide fifteen (15) Solar-powered compactors to the City of Springdale at no cost on or before December 31, 2014. The City will take title to the compactors upon delivery. The City shall be responsible for any maintenance or repairs to the compactors after the compactors are delivered to the City.
- 7. Contractor will raze all structures and clean the Contractor owned property located at the corner of Old Missouri and Emma in Springdale, Arkansas.
- 8. Nothing contained herein shall be deemed to amend or modify the Contract or the prior Amendments dated March 13, 2007, and March 26, 2010, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY:

CONTRACTOR:

CITY OF SPRINGDALE, ARKANSAS

WASTE MANAGEMENT OF ARKANSAS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**EXHIBIT A
RECYCLABLE MATERIALS SPECIFICATIONS**

RECYCLABLES shall be loose, not bagged, and include the following:

Aluminum food and beverage containers - empty	All other office paper without wax liners
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Rigid plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Mail
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	

Anything not specifically listed above is a Non-Recyclable.

Recyclables may be added or deleted upon the mutual written consent of the Parties.

NON-RECYCLABLES include, without limitation, the following:

Bagged materials (even if containing Recyclables)	Microwave trays
All Glass	Window or auto glass
Light Bulbs	Hazardous material, food waste, electronics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Films (e.g., plastic grocery bags)
Glass cookware/bake-ware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials; foam products	Wet fiber
Mirrors, Ceramics	Fiber containing, or that has been in contact with, food debris or other contaminating material
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

DELIVERY SPECIFICATIONS:

Single Stream Materials delivered by or on behalf of Customer may not contain more than 12% of Non-Recyclables. In the event a load of Single Stream Materials does not meet Specifications, the load may be rejected and/or the City may be charged return or disposal costs.

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1001 WILKINSON LANE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

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

PT LOT 30 SE SE 0.24 A. FURTHER DESCRIBED IN QC 1078-717 & FD 979-32 AS: Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-five (35), Township Eighteen (18) North, Range Thirty (30) West, described as beginning at the Southeast corner of said forty acre tract, thence running 540 feet North 00°54' East, thence 327 feet North 88°16' West, thence South 00°54' West 100 feet for the point of beginning of the lands herein intended to be conveyed, thence South 00°54' West 7 feet; thence North 88°16' West 100 feet; thence North 00°54' East 7 feet; thence South 88°16' East 100 feet to the point of beginning. AND Part of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty-Five (35) Township Eighteen (18) North, Range Thirty (30) West, described as beginning at a point which is 540 feet North 00°54' East and 327 feet North 88°16' West of the Southeast corner of said forty acre tract, thence South 00°54' West

Commonly known as 1001 Wilkinson Lane, Springdale, Washington County, Arkansas
Tax Parcel No. 815-28149-000

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

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

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

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

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

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

Section 1. That the structure located at 1001 Wilkinson Lane, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City

of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

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

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

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

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, MAYOR

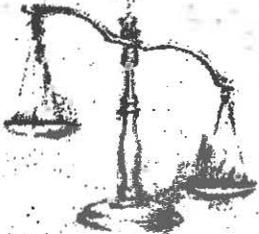
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764

Phone (479) 756-5900

Fax (479) 750-4732

www.springdalear.gov

Writer's Email:

ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 10, 2014

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ms. Jessie Howard
c/o The Maples at HarBer Meadows
6456 W. Lynch's Prairie Cove
Springdale, AR 72762

RE: Property located at 1001 Wilkinson Lane, Springdale, Washington
County, Arkansas,
Tax Parcel No. 815-28149-000

Dear Ms. Howard:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 1001 Wilkinson Lane and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 1001 Wilkinson Lane, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be considering the enclosed ordinance at a meeting that will take place at 6:00 p.m. on Tuesday, August 12, 2014, in the council chambers located at 201 N. Spring Street, Springdale, Arkansas. I strongly encourage you to attend this meeting.

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

amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah Sparkman", written over a horizontal line.

Sarah Sparkman
Deputy City Attorney

enclosure
SS:ch

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

**Ms. Jessie Howard
c/o The Maples at HarBer Meadows
6456 W. Lynch's Prairie Cove
Springdale, AR 72762**

2. Article Number
(Transfer from service label)

7011 1570 0000 8221 2465

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
Jenny Coorsel Addressee

B. Received by (Printed Name) C. Date of Delivery
Jenny Coorsel *7-11-10*

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

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

4. Restricted Delivery? (Extra Fee) Yes

RESOLUTION NO. _____

**A RESOLUTION AMENDING SECTION 2.19 OF THE
PERSONNEL AND PROCEDURES MANUAL FOR THE
CITY OF SPRINGDALE, ARKANSAS**

WHEREAS, it has come to the attention of the City Council that Section 2.19 of the Personnel and Procedures Manual is in need of revision;

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

Section 1: Sections 2.19 of the Personnel and Procedures Manual for the City of Springdale, Arkansas is hereby amended to read as follows:

2.19 (A) Work Hours:

The normal working hours for employees of the City is eight hours per day and the work hours for each department will be set by the department head, with the approval of the Mayor. Any normal change in hours shall be approved by the Mayor in advance.

The Fair Labor Standards Act (FLSA) requires employers to pay employees only for time actually worked. However, under the FLSA, rounding of recorded work time on a fair and even basis, up and down, is permitted by the U.S. Department of Labor. Presumably, this arrangement averages out so that the employees are fully compensated for all the time they actually work. It is the practice of the City of Springdale to round working time to 15-minute intervals *for all non-exempt employees*. To illustrate, if an employee reports to work at 8:08 a.m. rather than at the expected 8:00 a.m. starting time, the employee need be compensated only for work commencing at 8:15 a.m. However, if the same employee reports to work at 8:07 a.m., the employee would have to be paid as if he or she had commenced work at 8:00 a.m. Over time the hours worked under this arrangement even out in a manner fair to both the employer and the employee. The FLSA specifically excludes from hours worked activities that are "preliminary and postliminary" to the main job duties such as the time required to walk to/from a work station to/from the parking lot. This time need not be compensated.

The provisions of this policy in no way alleviate an employee's obligation to comply with the absenteeism and tardiness requirements set forth further in this section.

Employees are expected to be at their work location and ready to begin work at the beginning of their work schedule.

All breaks, including lunch breaks shall be arranged by the employee at the discretion of his/her supervisor.

The standardization of working hours is necessary to provide:

- A. Continuity in access by and service to the citizenry.
- B. Facilitation of teamwork.
- C. Facilitation of supervisory assistance.

Occasions may arise when the service to the citizen can be improved through the adjustment of an employee's work hours. Individual request for adjustment of working hours for personal reasons must be evaluated in light of the effect on the criteria enumerated in items A, B and C above.

Advance notice of anticipated tardiness is expected; notice of unavoidable tardiness is expected when possible. Failure to do so will be construed as an unexcused absence, and

That which is underscored is added.

the time missed will not be paid. Tardiness must be made up during the pay period in which it occurs.

Notification by another employee, friend, or relative is not considered proper notification except in an emergency situation where the employee is physically unable to make the notification.

Daily attendance records will be maintained by each department, including date and time absent and reason for absence. Attendance shall be a consideration in determining promotions, transfers, and continued employment with the City. Frequent tardiness or other attendance irregularities shall be cause for disciplinary action. This may take the form of progressive discipline.

Hours for part-time and certain other employees may vary from the normal office hours noted above due to the nature of their duties and will be determined by the appropriate department head with the concurrence of the Mayor.

2.19 (B) Work from Home Policy

Employees are only permitted to work from home with prior permission from their supervisor. Work from home requests must be made via the Work from Home Authorization Form.

Supervisors have the discretion to allow work at home. However, authorizing hourly, non-exempt staff to work at home is discouraged. Before granting permission for short-term work at home arrangements, supervisors should know the specific work to be performed and the projected amount of time expected. If an hourly, non-exempt employee is permitted to work from home, the supervisor must authorize that work in advance, be able to justify that the work can be appropriately performed at home, have a method to confirm that work has been performed, and have a method of tracking the actual number of hours worked at home. If the work at home will cause a non-exempt employee to work enough hours per day or week to become eligible for overtime under federal and state law then the supervisor should consult the overtime policy before granting permission.

Sending or responding to work related texts and emails during the employee's off hours is considered working from home. Hourly non-exempt staff must have prior approval from their supervisor to send or respond to work related texts or emails and must report this as time worked on their time sheets.

Working at home is not designed to be a substitute for dependent care. The focus of work-from-home activities must remain on job performance and meeting City work-related needs.

Employees must be available by phone, text, and/or email during work-from-home hours. The City will not pay or reimburse work-related voice and data communication charges.

Except in rare instances, the City does not provide tools or equipment for the employee to work from home. When the employee uses her/his own tools or equipment, such as computer hardware/software or phone, the employee is responsible for maintenance and repair of the equipment; the City will not reimburse the employee. The employee's supervisor has the final determination regarding any City materials taken home. These materials should be kept in the designated work area and not be made accessible to others. Office supplies (pens, paper, etc.) will be provided by the City as needed and as determined by the employee's supervisor; out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's supervisor. The employee is required to take reasonable care of all City materials and supplies, to keep them secure, and to use them in accordance with operating instructions and IT policy. City supplies and materials are expected to be returned when the work-at-home period is complete.

Department heads should have consistent practices when authorizing staff to work at home.

That which is underscored is added.

Under no circumstances are employees permitted to work at home without prior permission from their supervisor. Any attempt to do so, with or without reporting such time, will result in disciplinary action in accordance with the City's Disciplinary Action Policy.

PASSED AND APPROVED, this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF A MOBILE EMS
REPORTING SOLUTION**

WHEREAS, the Fire Department is in need of a mobile EMS reporting solution, and

WHEREAS, the Fire Chief has researched and evaluated the solutions offered by more than one company and recommends the solution offered by Image Trend, Inc. for \$50,000, 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 computer solutions competitive bidding is not feasible and is hereby waived for the purchase of a mobile EMS reporting solution from Image Trend, Inc. with Capital Improvement Project Funds not to exceed \$54,000.

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

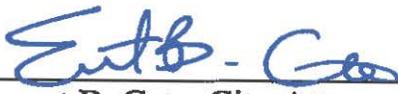
PASSED AND APPROVED this 12th day of August, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM



Ernest B. Cate, City Attorney

Springdale Fire Department

Memorandum

To: Chief Mike Irwin
CC: Assistant Chief Kevin McDonald
From: Division Chief Jim Vaughan
Date: July 29, 2014
Re: EMS Reporting Software

Beginning in February of this year we started re-evaluating vendors to provide a solution for mobile EMS reporting. The previous vendor, Firehouse Reporting, was never able to deliver on numerous promises and requirements needed by our department and we subsequently terminated our relationship with them. We had chosen their product based mostly on the fact that it was already part of the system we currently use and felt it would migrate nicely to meet our needs.

Our search for another vendor began by soliciting information and demonstrations from 5 different software vendors. After preliminary evaluations were completed by our paramedic committee, the group narrowed the vendors to three based on their performance, history with other customers, and longevity of their respective companies. Demo software packages were requested and placed in the field for evaluation by the department paramedics. Two of the companies responded quickly and worked to deploy their software in a very timely manner. The third company took an extended time to even respond to the offer of providing demo software. This was noted by all evaluators and raised concerns about their timely service to issues in the future.

Two vendors software were evaluated in the field for approximately 8 weeks. During that time one of the vendors continued to work with our paramedics to ensure they fully understood their product and all of its capabilities.

At the end of the evaluation period the paramedics decided that ImageTrend stood out above the others and that they were the vendor of choice.

Below are some of the attributes that the paramedic committee felt made them the right choice for the Springdale Fire Department.

Springdale Fire Department

Memorandum

- Very intuitive layout of the reporting program that will make end user training simple.
- All important data points are collected and can be edited by the end user administrators as needed.
- The program interfaces with the current Dispatch CAD.
- The program has an interface to integrate with the billing office which should greatly streamline their work.
- Has the ability to include our fire reporting system in the future.
- Support staff has been excellent to work with and are very timely with responses.
- A robust support system with all program updates and tutorials available online.
- And numerous other features that fit our department well.

Cost was also considered during the evaluation and the associated cost with each of the final three vendors is included below.

Sansio/Health EMS

3 year cost \$41,712.00. Startup cost of \$5,940.00 plus the cost of 3 FD personnel traveling to their home office for 3 days of training. Annual cost of \$11,760 year 1, \$11,844 year 2, \$12,168 year 3.

This quote did not include a charge for the hospital records repository.

Springdale Fire Department

Memorandum

ESO Solutions

3 year cost \$54,633. Startup cost of \$18,393.00 and annual cost of \$12,080.

This quote did not include a charge for the hospital records repository.

ImageTrend

3 year cost \$72,975. Startup cost of \$38,500 and annual cost of \$11,500.

This quote **does** include a charge for the hospital records repository.

Although ImageTrend has a higher startup cost they have the lowest annual cost.

The department believes we have done due diligence in researching and evaluating several software companies and have made the decision that will best suite our department. We would request that a resolution be considered to waive competitive bidding and allow us to enter into an agreement with ImageTrend to provide all associated services related to EMS reporting.

Ship To:
 Jim Vaughn
 Springdale Fire Department
 417 S. Holcomb
 Springdale, AR 72765
 479-751-4510
 jvaughan@springdalear.gov

Bill To:
 Same as Ship To



Quote

Salesperson	Quote Number	Date
Matt Rye	MR-284	July 21, 2014

Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
Service Bridge License	1	\$15,000.00	\$15,000.00
Service Bridge Annual Support	1	\$2,400.00	\$2,400.00
Service Bridge Annual Hosting	1	\$4,500.00	\$4,500.00
Service Bridge Setup Fee and Project Management	1	Included	
EMS Modules Included			
Auto-Post (if available)	QA/QI		
Certification Dashboard	Report Writer (Transactional)		
Documents	Staff		
Incident List	Training		
Inventory			
EMS/Fire Mobile Products			
Field Bridge or Field Bridge Xpress Site License	1	\$7,500.00	\$7,500.00
Field Bridge or Field Bridge Xpress Site License Annual Support	1	\$1,200.00	\$1,200.00
Integrations			
Billing Integration	1	\$2,500.00	\$2,500.00
Billing Integration Annual Support	1	\$400.00	\$400.00
CAD Integration	1	\$5,000.00	\$5,000.00
CAD Annual Support and Hosting	1	\$1,750.00	\$1,750.00
Hospital Hub Setup and Access Fee for Services	1	\$5,000.00	\$5,000.00
Hospital Hub Annual Support and Hosting	1	\$1,250.00	\$1,250.00
Number of Hospitals Included:	10		
Training			
Training Sessions - Onsite (Full Day M-F)	2	\$1,000.00	\$2,000.00
Travel per Trainer for Onsite Training	1	\$1,500.00	\$1,500.00
Optional Items			
<i>Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.)</i>			
<input type="checkbox"/> NFIRS Tab Setup	1	\$4,500.00	
NFIRS Tab Annual Support	1	\$720.00	
NFIRS Tab Annual Hosting	1	\$900.00	
<input type="checkbox"/> Scheduler Setup Fee	1	\$1,500.00	
Scheduler Annual Support	1	\$240.00	
<input type="checkbox"/> MARS Setup Fee	1	\$2,500.00	
MARS Annual Transactional Fee	1	\$1,400.00	
<input type="checkbox"/> Visual Informatics - Analytics Setup Fee (Includes 1 cube)	1	\$7,500.00	
Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine			
Visual Informatics Annual Support	1	\$1,600.00	
TOTAL Year 1			\$50,000.00
Annual Fees after Year 1			\$11,500.00

Terms of Agreement

- Upon acceptance of proposal 50% of Total Year 1 will be invoiced. The remaining 50% will be invoiced independently upon completion of each item. Payment terms of net 30 days.
- The recurring annual fees will be billed annually in advance.
- Project completion occurs upon receipt of the product.

ImageTrend, Inc.
 20855 Kensington Blvd
 Lakeville, MN 55044

Tel: 952-469-1589
 Fax: 952-985-5671
 www.imagetrend.com

* ImageTrend's license, annual support and hosting are based on 7,000 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the Client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to ImageTrend.

* All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/Mb/month for Bandwidth and \$15/10GB/month for Storage.

* ImageTrend reserves the right to reevaluate on an annual basis and potentially increase the ongoing annual fee rates for the subsequent years. The increase shall not, however, exceed inflation.

* ImageTrend will provide support for our applications and server hardware as contracted and detailed in the Service Level Agreement incorporated herein as Exhibit A.

* ImageTrend's HIPAA Business Associate Agreement incorporated herein as Exhibit B.

* This proposal is valid for 90 days.

Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.

Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.

DISCLAIMER: *This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations.*

Approved As:
ImageTrend, Inc.

Springdale Fire Department

Signature

Dated

Purchase Order # (if applicable)

Ship To:
 Jim Vaughn
 Springdale Fire Department
 417 S. Holcomb
 Springdale, AR 72765
 479-751-4510
 jvaughan@springdalear.gov

Bill To:
 Same as Ship To



Salesperson	Quote Number	Date
Matt Rye	MR-284	July 21, 2014

Description	Qty	Unit Price	Total
Software			
EMS/Fire Web-based Products			
Service Bridge Annual Lease to Own Payment (3 Years)	1	\$24,325.00	\$24,325.00
Service Bridge License	1	Included	
Service Bridge Annual Support	1	Included	
Service Bridge Annual Hosting	1	Included	
Service Bridge Setup Fee and Project Management	1	Included	
EMS Modules Included			
Auto-Post (If available)	QA/QI		
Certification Dashboard	Report Writer (Transactional)		
Documents	Staff		
Incident List	Training		
Inventory			
EMS/Fire Mobile Products			
Field Bridge or Field Bridge Xpress Site License	Field Bridge	1	Included
Field Bridge or Field Bridge Xpress Site License Annual Support		1	Included
Integrations			
Billing Integration	Ortivirus Amazon	1	Included
Billing Integration Annual Support		1	Included
CAD Integration	Other	1	Included
CAD Annual Support and Hosting		1	Included
Training			
Training Sessions - Onsite (Full Day M-F)		2	Included
Travel per Trainer for Onsite Training		1	Included
Annual Fees Year 4 and thereafter			
Service Bridge Annual Support	Year 4 and thereafter	1	\$2,400.00
Service Bridge Annual Hosting	Year 4 and thereafter	1	\$4,500.00
Field Bridge Site License Annual Support	Year 4 and thereafter	1	\$1,200.00
Billing Integration Annual Support	Year 4 and thereafter	1	\$400.00
CAD Integration Annual Support and Hosting	Year 4 and thereafter	1	\$1,750.00
Optional Items			
<i>Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.)</i>			
<input type="checkbox"/> Hospital Hub Setup and Access Fee for Services		1	\$5,000.00
Hospital Hub Annual Support and Hosting		1	\$1,250.00
Number of Hospitals Included:	10		
<input type="checkbox"/> NFIRS Tab Setup		1	\$4,500.00
NFIRS Tab Annual Support		1	\$720.00
NFIRS Tab Annual Hosting		1	\$900.00
<input type="checkbox"/> Scheduler Setup Fee		1	\$1,500.00
Scheduler Annual Support		1	\$240.00
<input type="checkbox"/> MARS Setup Fee		1	\$2,500.00
MARS Annual Transactional Fee		1	\$1,400.00
<input type="checkbox"/> Visual Informatics - Analytics Setup Fee (Includes 1 cube)	EMS Cube	1	\$7,500.00
<i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine</i>			
Visual Informatics Annual Support		1	\$1,600.00
TOTAL Year 1			\$24,325.00
TOTAL Year 2			\$24,325.00
TOTAL Year 3			\$24,325.00
Annual Fees Year 4 and thereafter			\$11,500.00

Terms of Agreement

- Upon acceptance of proposal 50% of Total Year 1 will be invoiced. The remaining 50% will be invoiced independently upon completion of each item. Payment terms of net 30 days.
- * The Total Year 2 annual fees will be billed annually in advance one (1) year after acceptance and signature of quote..
- * The Total Year 3 annual fees will be billed annually in advance two (2) years after acceptance and signature of quote..
- * The annual fees Year 4 and thereafter will be billed annually in advance on the anniversary of the acceptance and signature of quote. This quote requires a minimum of 3 year agreement. Client will not own the Service Bridge License until all Lease to Own fees have been paid in full.
- * Project completion occurs upon receipt of the product.
- * ImageTrend's license, annual support and hosting are based on 7,000 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the Client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to ImageTrend.
- * All hosting fees are based upon anticipated usage and include an average of 3 Mb Bandwidth and 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/Mb/month for Bandwidth and \$15/10GB/month for Storage.
- * ImageTrend reserves the right to reevaluate on an annual basis and potentially increase the ongoing annual fee rates for the subsequent years. The increase shall not, however, exceed inflation.
- * ImageTrend will provide support for our applications and server hardware as contracted and detailed in the Service Level Agreement incorporated herein as Exhibit A.
- * ImageTrend's HIPAA Business Associate Agreement incorporated herein as Exhibit B.
- * This proposal is valid for 90 days.

Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.

Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.

DISCLAIMER: *This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations.*

Approved As:
ImageTrend, Inc.

Springdale Fire Department

Signature

Dated

Purchase Order # (if applicable)

If you have any questions regarding this proposal, contact:
Matt Rye at 952-469-6221 or mrye@imagetrend.com
Amy Holmes at 952-469-6168 or aholmes@imagetrend.com

Thank you for your business!

Electronic Patient Care Reporting

Springdale Fire Department

Electronic patient care reporting (ePCR) has been around for many years. It began as an avenue to assist patient care information to be forwarded on to other health care providers in a seamless system. It began in hospitals and moved out into the prehospital world. As most of you are aware, currently our EMS reports require a hard copy which is written by hand. It takes the paramedic some time to write those reports and as we continue to see our call volumes increase, one thing our medics are doing is trying to go in service as quickly as possible when arriving at the hospital in order to keep units available to respond to calls. Sometimes this requires our medics to not leave the hard copy reports, but have to come back later to drop it off once completed, or to fax to them once completed. As you can see, sometimes this can become an issue with continuity of care for our patients. The ePCR will allow our medics to complete the report and drop it into the hospital repository so that the hospital can retrieve it as soon as it is uploaded. It is simple to look at prehospital reports while maintaining continuity of care much better. It is also a requirement of the affordable health care act, and will probably become mandatory in a few years. This is not new to EMS as it has been in use for over 10 years in EMS, but we feel the time has come to help us move in this direction.

We can recognize numerous benefits by migrating to electronic patient care reporting systems (ePCRs). ePCRs allow for documentation to go on continuously during the call, producing more comprehensive and accurate reports by the time you return to service, with no paperwork to do back at the station. These platforms are becoming a cost-effective option for more and more fire and EMS operations. The benefits of ePCRs include:

- A dramatic reduction in the processes and systems required to support a paper system, which can translate into significant dollars;
- Enhanced field productivity with quicker return to service and less effort to complete reports;
- Improved protocol compliance with implementation of electronic closed-call rules;
- Maximizing billing potential and more efficient compliance with insurance requirements;
- The ability to identify key trends and better effect positive patient outcomes through training and protocol changes.

This is not a futuristic projection but a technological reality that exists today. Many agencies have already implemented such systems. To achieve these benefits, field personnel must be convinced their ePCR is more user-friendly than paper, and the optimum mobile platforms should have these types of features and functions in place:

- Secure data capture;
- HIPAA compliance;
- Auto-calculating of scores (GCS, RTS, Apgar, etc.);
- Intuitive work flow and an easy-to-use interface designed for speed;
- Guidance tools to help document elements such as OPQRST, PASTE, CPR, trauma, etc.;
- Capture and storage of electronic signatures;
- Patient records that can be faxed, e-mailed or printed;
- Attachments such as photos or voice;
- CAD integration;
- ECG monitor integration;
- Content and required checklists provided for closing reports;
- Customizable treatment list to meet agency needs;
- Wi-fi or broadband capabilities;
- Agency-definable data collection fields;
- NEMSIS reporting features;

Also keep in mind, that we are actually re-entering every call into our billing software, as there is no way for that information to be transported directly into the billing side. As you can image, this is a labor intensive process, and quite frankly a waste of valuable time. This will allow us to bridge between our ePCR and our billing software, so that verification and some missing information will be collected and the bill sent. It should speed up our time from time of call to billing, which should aid in our collection rates.

As many of you may remember, we embarked on a project in 2013 to move our organization into the electronic patient care reporting (ePCR) world. We decided to order Toughbooks, and fit all ambulances with WiFi capabilities in order to ready our organization to move into ePCR. We purchased all of the hardware requirements based on our IT recommendations through the state trauma grant, and had moved into the software from Firehouse. We currently utilize Firehouse for all of our reporting

requirements. We felt that was a good fit, but after 8 months of working with the company, it became evident that the system was simply not going to work, so we pulled the project. We embarked on trying to find the best fit, while also looking at overall costs and abilities and feel like Imagetrend is far above the other software providers of these systems. We would appreciate the support and funding to move this project forward. Thank you!

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM THE FEDERAL AVIATION ADMINISTRATION AND AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT.

WHEREAS, the Springdale Airport Commission has determined there is a need to construct a new access road to the Springdale Municipal Airport terminal building, and

WHEREAS, an application has been submitted to the Federal Aviation Administration for a grant to fund 90% of this project, and

WHEREAS, the Federal Aviation Administration has made a grant offer in the amount of \$757,684, and

WHEREAS, the Springdale Airport Commission is planning to apply for an additional grant from the State of Arkansas Department Of Aeronautics for the remaining 10% of the project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to accept and sign the grant agreement for a grant of \$757,684 from the Federal Aviation Administration for the construction of a new access road to the airport terminal building..

PASSED AND APPROVED this 12th day of August, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	AUG 05 2014
Airport/Planning Area	Springdale Municipal Airport
AIP Grant Number	3-05-0059-017-2014
DUNS Number	075661694
TO:	City of Springdale (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 28, 2014, for a grant of Federal funds for a project at or associated with the Springdale Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Springdale Municipal Airport (herein called the "Project") consisting of the following:

Construct Access Road which is more fully described in the Project Application

which is more fully described in the Project Application..

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$607,684.00.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
\$757,684 for airport development or noise program implementation
Multi-Year Grant. This project is part of a multi-year grant, which is more fully described in the Special Conditions. The total United States share of the project is \$757,684, and the project is planned to be funded in Fiscal Years 2014 - 2015. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 10, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or

to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. **Requirement for System for Award Management (SAM):** Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. **Requirement for Data Universal Numbering System (DUNS) Numbers**
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. **Data Universal Numbering System:** DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial

reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debar a contractor, person, or entity.
18. **Ban on Texting When Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
 - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the

- agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
- 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated November 1, 2011, submitted with the project application is made a part of this grant agreement.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

SPECIAL CONDITIONS

1. MULTI-YEAR GRANTS - LETTER OF AGREEMENT: The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States’ share of the total estimated cost of completion, except as provided in 49 USC § 47108(b).

Under 49 USC § 47108, as amended, and at the Sponsor’s request, the FAA commits the United States to obligate an additional amount to this project for FY-2015 pursuant to 49 USC § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation.

It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law. The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in FY-2015. The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.

2. AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.

3. UTILITY RELOCATION IN PROJECT: The Sponsor understands and agrees that:

- 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- 3) the utilities exclusively serve the Airport;

4. PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- 1) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- 2) The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Glenn A. Boles

Manager, AR/OK Airports Development Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
EXTENSION OF LEASES TO THE AREA
AGENCY ON AGING**

WHEREAS, the Springdale Senior Activity Center located at 203 Park Street and the Powell Senior Center Building located at 610 E. Grove Street were leased for five years to the Area Agency on Aging of North West Arkansas on August 1, 2009, and

WHEREAS, these leases contained a renewal option to extend the agreement for five years, and

WHEREAS, the Area Agency on Aging of North West Arkansas has expressed their desire to extend these leases for five years;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that a five year extension of the leases of the Springdale Senior Activity Center and the Powell Senior Center Building to the Area Agency on Aging of North West Arkansas is hereby authorized.

PASSED AND APPROVED this 12th day of August, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:


Ernest B. Cate, City Attorney

AREA AGENCY ON AGING OF NORTHWEST ARKANSAS

With support from the Area Agency on Aging Foundation

1510 Rock Springs Road

P.O. Box 1795

Harrison, Arkansas 72602-1795



Jerry L. Mitchell, Executive Director

(870) 741-1144

1-800-432-9721

Fax: (870) 741-6214

TDD: (870) 741-1346

August 4, 2014

Mayor Doug Sprouse
City of Springdale
201 Spring Street
Springdale, AR 72764

Dear Mayor Sprouse,

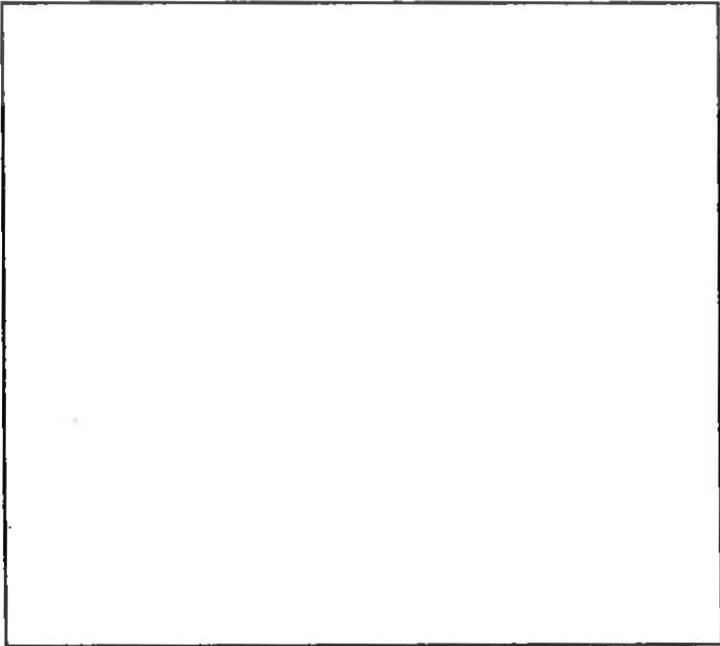
The Area Agency on Aging of Northwest Arkansas (AAANWAR) respectfully requests that the leases on properties located at 203 Park Street and 610 East Grove Street in Springdale be renewed for an additional 5 years as allowed for in the lease agreement dated August 1st 2009. The AAANWAR greatly appreciates the support provided to the Springdale Senior Activity and Wellness Center by the City of Springdale. If you have questions or need additional information please feel free to contact Brad Bailey of my staff at (870) 741-1144

Sincerely,

Jerry L. Mitchell
Executive Director

ORDINANCE NO. _____

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



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

PROPERTY OWNER: Ron McCool and Kathy McCool
LEGAL DESCRIPTION: Lot Numbered Nineteen (19) in Wilkins Subdivision, Phase 3, a subdivision to the City of Springdale, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 1549 Amy Circle
Springdale, Arkansas

PARCEL NO.: 815-31105-000

PROPERTY OWNER: Robert L. Marsellis and Annie M. Marsellis
LEGAL DESCRIPTION: Lot Fifty-nine (59), "The Vineyard", Phase I, a Subdivision to the City of Springdale, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 4103 Aesop Ave.
Springdale, Arkansas

PARCEL NO.: 815-32184-000

PROPERTY OWNER: Lifestyle Development, Inc.
LEGAL DESCRIPTION: Lot 20, Carriage Crossing Subdivision to the City of Springdale, Washington County, Arkansas, as shown in Plat Book 23A at Page 172 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 4141 Carriage Crossing Lane
Springdale, Arkansas
PARCEL NO.: 815-37236-000

PROPERTY OWNER: Lifestyle Development, Inc.
LEGAL DESCRIPTION: Lot 1, Carriage Crossing Subdivision to the City of Springdale, Washington County, Arkansas, as shown in Plat Book 23A at Page 172 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 4144 Carriage Crossing Lane
Springdale, Arkansas
PARCEL NO.: 815-37217-000

PROPERTY OWNER: Lifestyle Development, Inc.
LEGAL DESCRIPTION: Lot 2, Carriage Crossing Subdivision to the City of Springdale, Washington County, Arkansas, as shown in Plat Book 23A at Page 172 on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 4190 Carriage Crossing Lane
Springdale, Arkansas
PARCEL NO.: 815-37217-000

PROPERTY OWNER: Nationstar Mortgage, LLC
LEGAL DESCRIPTION: A part of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 2, Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, being described as follows:
Beginning at a found iron pin which is 198 feet North and 304 feet East of the Southwest corner of said twenty-acre tract; thence North 55.0 feet; thence North 89 degrees 46 minutes 38 seconds East 125.0 feet; thence South 55.0 feet; thence South 89 degrees 46 minutes 38 seconds West 125.0 feet to the POINT OF BEGINNING, containing 0.16 acres, more or less and subject to the right-of-way of Geneva Street along the East line thereof.
LAYMAN'S DESCRIPTION: 740 Geneva St.
Springdale, Arkansas
PARCEL NO.: 815-28878-000

PROPERTY OWNER: Herminio Mojica and Francisca Madero-Ramirez
LEGAL DESCRIPTION: Lot 1, Block 1 of Westview Addition to the City of Springdale, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 513 A & B Gutensohn Rd.
Springdale, Arkansas
PARCEL NO.: 815-26846-000

PROPERTY OWNER: Preston P. Cox and Charlene L. Cox
LEGAL DESCRIPTION: 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 Ln.
Springdale, Arkansas
PARCEL NO.: 815-36857-000

PROPERTY OWNER: Deutsche Bank National Trust
LEGAL DESCRIPTION: 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 Ln.
Springdale, Arkansas
PARCEL NO.: 815-36852-000

PROPERTY OWNER: Eddie W. Donaldson and Judy K. Donaldson
LEGAL DESCRIPTION: Lot Numbered Eight (8), in Block Four (4) in Sandy Heights Addition, an addition to the City of Springdale, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 1106 North West End Street
Springdale, Arkansas
PARCEL NO.: 815-25634-000

PROPERTY OWNER: Wells Fargo Bank
LEGAL DESCRIPTION: Lot Numbered Two (2) in Block Four (4) in the Sandy Heights Addition, an Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

LAYMAN'S DESCRIPTION: 1140 West End Street
Springdale, Arkansas
PARCEL NO.: 815-25628-000

PROPERTY OWNER: Jessie Howard
LEGAL DESCRIPTION: Part of the SE 1/4 of the SE 1/4 of Section 35, Township 18 North, Range 30 West, Washington County, Arkansas, described as beginning at a point which is 540 feet North 0° 54' East and 327 feet North 88° 16' West of the Southeast corner of said forty acre tract; thence South 00° 54' West 100 feet; thence North 88° 16' West 100 feet; thence North 00° 54' East 100 feet; thence South 88° 16' East 100 feet to the point of beginning, containing 0.25 acres, more or less.

LAYMAN'S DESCRIPTION: 1001 Wilkinson Ln.
Springdale, Arkansas
PARCEL NO.: 815-28149-000

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

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

\$1,124.44 clean-up costs and \$27.96 administrative costs – 1549 Amy Circle
\$975.44 clean-up costs and \$27.96 administrative costs – 4103 Aesop Ave.
\$342.87 clean-up costs and \$11.48 administrative costs – 4141 Carriage Crossing Lane
\$342.87 clean-up costs and \$11.48 administrative costs – 4144 Carriage Crossing Lane
\$342.86 clean-up costs and \$11.48 administrative costs – 4190 Carriage Crossing Lane
\$1,466.40 clean-up costs and \$21.48 administrative costs – 740 Geneva St.
\$1,429.50 clean-up costs and \$34.44 administrative costs – 513 A & B Gutensohn Rd.
\$402.48 clean-up costs and \$27.96 administrative costs – 3003 Napa Ln.
\$661.02 clean-up costs and \$21.48 administrative costs – 3068 Napa Ln.
\$1,179.44 clean-up costs and \$34.44 administrative costs – 1106 North West End Street
\$813.96 clean-up costs and \$21.48 administrative costs – 1140 West End Street
\$774.44 clean-up costs and \$21.48 administrative costs – 1001 Wilkinson Ln.

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

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

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

\$1,152.40, plus 10% for collection – 1549 Amy Circle (Parcel #815-31105-000)
\$1,003.40, plus 10% for collection – 4103 Aesop Ave. (Parcel #815-32184-000)
\$354.35, plus 10% for collection – 4141 Carriage Crossing Lane (Parcel #815-37236-000)
\$354.35, plus 10% for collection – 4144 Carriage Crossing Lane (Parcel #815-37217-000)
\$354.34, plus 10% for collection – 4190 Carriage Crossing Lane (Parcel #815-37218-000)
\$1,487.88, plus 10% for collection – 740 Geneva St. (Parcel #815-28878-000)
\$1,463.94, plus 10% for collection – 513 A & B Gutensohn Rd. (Parcel #815-26846-000)
\$430.44, plus 10% for collection – 3003 Napa Ln. (Parcel #815-36857-000)
\$682.50, plus 10% for collection – 3068 Napa Ln. (Parcel #815-36852-000)
\$1,213.88, plus 10% for collection – 1106 North West End Street (Parcel #815-25634-000)
\$835.44, plus 10% for collection – 1140 West End Street (Parcel #815-25628-000)
\$795.92, plus 10% for collection – 1001 Wilkinson Ln. (Parcel #815-28149-000)

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

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

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

July 17, 2014

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Ron and Kathy McCool
686 Marigold Ave.
Springdale, AR 72764

Nationstar Mortgage
3500 Highland Dr.
Lewisville, TX 75067

RE: Notice of clean-up lien on property located at 1549 Amy Circle,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
31105-000

Dear Property Owner/Lienholder:

On April 25, 2014, notice was posted on property located at 1549 Amy Circle, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 15, 2014, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 11, 2014 and July 1, 2014. As of this date, the total costs incurred by the City of Springdale to clean this property are \$1,124.44. I have enclosed copies of invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 26, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 26, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,137.40, which includes \$1,124.44 for cleaning up the property and \$12.96 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

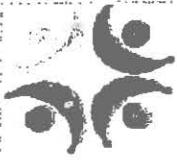


Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, June 12, 2014 8:21 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Ron & Kathy McCool City Abatement Bill 1549 Amy Circle



**City of Springdale
Code Enforcement**

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

CITY ABATEMENT - Thursday, June 12, 2014 8:17:41 AM (CODE ENFORCEMENT 4)

Property Address	1549 Amy Circle
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Ron & Kathy McCool
Date of Abatement	Wednesday, June 11, 2014 10:15:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	1 Mowing, Junk and Trash Removal from Curb
Equipment	748 Grasshopper, 743 Kubota, 6031 Service Truck-Landscaping, 6041 Service Pick Up Truck
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	4
Temporary Labor Cost	\$96.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$82.96
Equipment Cost per hour	\$190.00
Total Equipment Cost	\$380.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$758.96

Cindy Horlick

From: noreply@cometracker.com
Sent: Tuesday, July 01, 2014 3:03 PM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Ron & Kathy McCool City Abatement Bill 1549 Amy Circle



City of Springdale Code Enforcement

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

CITY ABATEMENT - Tuesday, July 01, 2014 2:58:17 PM (CODE ENFORCEMENT 4)

Property Address	1549 Amy Circle
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Ron & Kathy McCool
Date of Abatement	Tuesday, July 01, 2014 11:34:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MHI Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$365.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Ron and Kathy McCool
686 Marigold Ave.
Springdale, AR 72764

2. Article Number
 (Transfer from service label)

7011 1570 0008 8221 2922

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Ron McCool Agent Addressee

B. Received by (Printed Name) *Ron McCool* C. Date of Delivery *7-18-11*

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Nationstar Mortgage
3500 Highland Dr.
Lewisville, TX 75067

2. Article Number
 (Transfer from service label)

7011 1570 0000 8221 2915

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* JUL 21 2011 8:29 AM Agent Addressee

B. Received by (Printed Name) **Nationstar Mail Room** C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

RECEIVED

Date: _____



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 7, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert L. and Annie M. Marsellis
10304 E. 98th St. (north)
Owasso, OK 74055

Bank of America, N.A.
13150 World Gate Dr.
Herndon, VA 20170

RE: Notice of clean-up lien on property located at 4103 Aesop Ave.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
32184-000

Dear Property Owner/Lienholder:

On May 6, 2014, notice was posted on property located at 4103 Aesop Ave.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77 and 91 (Property Maintenance Code), and needed to be remedied
within seven (7) days. Notice was mailed to the owner of record on May 6, 2014,
that the City intended to seek a clean-up lien on this property pursuant to Ark.
Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 29, 2014 and July 1, 2014. As of this date, the total costs incurred by
the City of Springdale to clean this property are \$975.44. I have enclosed an
invoice evidencing the abatement costs incurred and paid by the City of
Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-
54-903(c)(4), administrative fees may be added to the total costs incurred by the
City of Springdale, which will include certified mailing fee in the amount of \$6.48
per letter and a filing fee in the amount of \$15.00 to the Washington County
Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 12, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$988.40, which includes \$975.44 for cleaning up the property and \$12.96 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@comettracker.com
Sent: Thursday, May 29, 2014 3:26 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Robert L and Annie M MarsellisCity Abatement Bill4103 Aesop



**City of Springdale
Code Enforcement**

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

CITY ABATEMENT - Thursday, May 29, 2014 3:22:51 PM (CODE ENFORCEMENT 4)

Property Address	4103 Aesop
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Robert L and Annie M Marsellis
Date of Abatement	Thursday, May 29, 2014 9:02:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota,6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	2
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$82.96
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$200.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$530.96
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, July 02, 2014 8:17 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Robert MarsellisCity Abatement Bill4133 Aesop



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, July 02, 2014 8:14:14 AM (CODE ENFORCEMENT 4)

Property Address	4133 Aesop
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Robert Marsellis
Date of Abatement	Tuesday, July 01, 2014 12:14:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	748 Grasshopper,743 Kubota,6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$155.00
Total Equipment Cost	\$155.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$444.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 7-9-14</p>
<p>1. Article Addressed to:</p> <p>Robert L. and Annie M. Marsellis 10304 E. 98th St. (north) Owasso, OK 74055</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>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>7011 1570 0000 8221 2410</u></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Aherkova July</p>
<p>1. Article Addressed to:</p> <p>Bank of America, N.A. 13150 World Gate Dr. Herndon, VA 20170</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>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>7011 1570 0000 8221 2403</u></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

June 25, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Don Stohldrier
Lifestyle Development, Inc.
4404 Glen Eagle Dr.
Columbia, MO 65203

Mr. Don Stohldrier
Lifestyle Development, Inc.
5818 Screaming Eagle Ln.
Columbia, MO 65201

Landmark Bank, NA
P.O. Box 1867
Columbia, MO 65205

RE: Notice of clean-up lien on property located in Springdale,
Washington County, Arkansas
4141 Carriage Crossing Ln., Tax Parcel No. 815-37236-000
4144 Carriage Crossing Ln., Tax Parcel No. 815-37217-000
4190 Carriage Crossing Ln., Tax Parcel No. 815-37218-000

Dear Property Owner/Lienholder:

On August 30, 2013, notice was posted on property located at 4141, 4144, and
4190 Carriage Crossing Ln., Springdale, Arkansas, that the property was in
violation of Springdale City Ordinance 42-77, and needed to be remedied within
seven (7) days. Notice was mailed to the owner of record on September 4, 2013,
that the City intended to seek a clean-up lien on this property pursuant to Ark.
Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 6, 2014 and June 2, 2014. As of this date, the total costs incurred by
the City of Springdale to clean this property are \$1,028.60. I have enclosed copies
of invoices evidencing the abatement costs incurred and paid by the City of
Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-
54-903(c)(4), administrative fees may be added to the total costs incurred by the
City of Springdale, which will include certified mailing fee in the amount of \$6.48

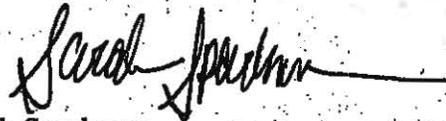
per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 12, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,048.04, which includes \$1,028.60 for cleaning up the property and \$19.44 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Missha Wagoner

From: noreply@cometracker.com
Sent: Wednesday, May 07, 2014 4:21 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Evans Construction and RemodelingCity Abatement Bill4141 Carriage Crossing



City of Springdale Code Enforcement

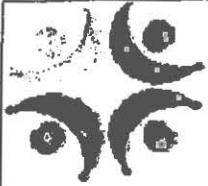
206 South Blair Street – Springdale, AR 72764 – Office 479/756-7712

CITY ABATEMENT - Wednesday, May 07, 2014 4:18:24 PM (MISSHA)

Property Address	4141 Carriage Crossing
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Evans Construction and Remodeling
Date of Abatement	Tuesday, May 06, 2014 1:00:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Terry Anderson
Employee	
Employee	Parker Meadors
PM Benefit Rate	\$21.66
Method of Compliance	
1 Method of Compliance	Moving
Equipment Used	
Equipment	729 Tractor With Brush Hog
729 Tractor With Brush Hog	\$90.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$21.66
Total Employee Cost	\$21.66
Equipment Cost per hour	\$90.00
Total Equipment Cost	\$90.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$311.66

Missha Wagoner

From: noreply@cometracker.com
Sent: Wednesday, May 07, 2014 4:18 PM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; sgoad@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Evans Construction and Remodeling City Abatement Bill 4144 Carriage Crossing Lane



City of Springdale Code Enforcement

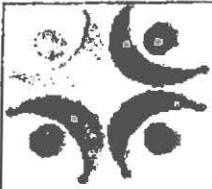
206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Wednesday, May 07, 2014 3:24:31 PM (MISSHA)

Property Address	4144 Carriage Crossing Lane
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Evans Construction and Remodeling
Date of Abatement	Tuesday, May 06, 2014 1:00:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Terry Anderson
Employee	
Employee	Troy Flood
TF Benefit Rate	\$20.23
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	720 Tractor with Brush Hog
720 Tractor with Brush Hog	\$90.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$20.23
Total Employee Cost	\$20.23
Equipment Cost per hour	\$90.00
Total Equipment Cost	\$90.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$310.23

Missha Wagoner

From: noreply@cometracker.com
Sent: Wednesday, May 07, 2014 3:25 PM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Evans Construction and Remodeling City Abatement Bill 4190 Carriage Crossing Lane



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, May 07, 2014 3:21:22 PM (MISSHA)

Property Address	4190 Carriage Crossing Lane
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Evans Construction and Remodeling
Date of Abatement	Tuesday, May 06, 2014 1:00:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Terry Anderson
Employee	
Employee	Parker Meadors, Troy Flood
PM Benefit Rate	\$21.66
TF Benefit Rate	\$20.23
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	720 Tractor with Brush Hog, 729 Tractor With Brush Hog
720 Tractor with Brush Hog	\$90.00
729 Tractor With Brush Hog	\$90.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$41.89
Total Employee Cost	\$41.89
Equipment Cost per hour	\$180.00
Total Equipment Cost	\$180.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$421.89

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) B. Stohldrier</p> <p>C. Date of Delivery 6-30</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
1. Article Addressed to: Mr. Don Stohldrier Lifestyle Development, Inc. 5818 Screaming Eagle Ln. Columbia, MO 65201	
2. Article Number (Transfer from service label)	7011 1570 0000 8221 2656
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) D. Stohldrier</p> <p>C. Date of Delivery 7-8</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
1. Article Addressed to: Mr. Don Stohldrier Lifestyle Development, Inc. 4484 Glen Eagle Dr. Columbia, MO 65203	<p>5818 Screaming Eagle Ln. Columbia, MO 65201</p>
2. Article Number (Transfer from service label)	7011 1570 0000 8221 2649
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Patricia Berry</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
1. Article Addressed to: Landmark Bank, NA P.O. Box 1867 Columbia, MO 65205	<p>COLUMBIA, MO 65201 JAN 30 2004 USPS</p>
2. Article Number (Transfer from service label)	7011 1570 0000 8221 2632
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 7, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NationStar Mortgage, LLC
c/o Corporation Service Company, Registered Agent
300 Spring Building, Suite 900
300 S. Spring Street
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 704 Geneva St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
28878-000

Dear Property Owner:

On April 21, 2014, notice was posted on property located at 704 Geneva St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 8, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 28, 2014, June 16, 2014, and July 2, 2014. As of this date, the total
costs incurred by the City of Springdale to clean this property are \$1,466.40. I
have enclosed an invoice evidencing the abatement costs incurred and paid by the
City of Springdale to clean this property. Also, in accordance with Ark. Code
Ann. §14-54-903(c)(4), administrative fees may be added to the total costs
incurred by the City of Springdale, which will include certified mailing fee in the
amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the
Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 12, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,472.88, which includes \$1,466.40 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, May 29, 2014 3:09 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nation star Mortgage, LLC City Abatement Bill 704 Geneva



City of Springdale Code Enforcement

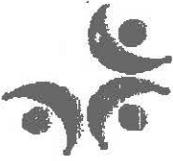
206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Thursday, May 29, 2014 3:06:03 PM (CODE ENFORCEMENT 4)

Property Address	704 Geneva
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nation star Mortgage, LLC
Date of Abatement	Wednesday, May 28, 2014 11:00:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
2 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	3
Number of Temporary Laborers	2
Temporary Labor Cost	\$72.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$124.44
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$300.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$696.44
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 8:08 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nationstar Mortgage LLC City Abatement Bill704 Geneva



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, June 18, 2014 8:05:53 AM (CODE ENFORCEMENT 4)

Property Address	704 Geneva
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nationstar Mortgage LLC
Date of Abatement	Monday, June 16, 2014 10:05:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	752 Grasshopper,6031 Service Truck-Landscaping,6041 Service Pick Up Truck
752 Grasshopper	\$55.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$125.00
Total Equipment Cost	\$125.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$414.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, July 03, 2014 8:00 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nationstar Mortgage LLC City Abatement Bill704 Geneva



CITY ABATEMENT - Thursday, July 03, 2014 7:58:04 AM (CODE ENFORCEMENT 4)

Property Address	704 Geneva
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nationstar Mortgage LLC
Date of Abatement	Wednesday, July 02, 2014 9:58:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	1 Method of Compliance
Equipment	Mowing
752 Grasshopper	752 Grasshopper,6031 Service Truck-Landscaping
6031 Service Truck-Landscaping	\$55.00
Time of Abatement in Hours	\$35.00
Number of Temporary Laborers	1
Temporary Labor Cost	2
Employee Cost per hour	\$24.00
Total Employee Cost	\$41.48
Equipment Cost per hour	\$41.48
Total Equipment Cost	\$90.00
Mobilization Fee	\$90.00
Landfill Tipping Fee	\$200.00
Total Cost of Abatement	\$0.00
Final Photos	\$355.48
	Taken with camera

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Robert J Pettit</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>NationStar Mortgage, L.L.C. c/o Corporation Service Company Registered Agent 300 Spring Building, Suite 900 300 S. Spring Street Little Rock, AR 72201</p>	<p>B. Received by (Printed Name) <i>Robert J Pettit</i></p> <p>C. Date of Delivery <i>7/9</i></p>	
<p>2. Article Number (Transfer from service label)</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input 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>7011 1570 0000 8221 2434</p>		
PS Form 3811, February 2004	Domestic Return Receipt	102585-02-M-1540



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
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Writer's Email:
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Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedere
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

June 25, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Herminio Mojica & Francisca Modero-Ramirez
301 Sanders
Springdale, AR 72764

Nationstar Mortgage
P.O. Box 650783
Dallas, TX 75265
Your Loan #0618658942

Nationstar Mortgage, LLC
Attn: Bankruptcy Department
350 Highland Dr.
Lewisville, TX 75067

RE: Notice of clean-up lien on property located at 513 A & B
Gutensohn Rd., Springdale, Washington County, Arkansas, Tax
Parcel No. 815-26846-000

Dear Property Owner/Lienholder:

On April 18, 2014, notice was posted on property located at 513 A & B
Gutensohn Rd., Springdale, Arkansas, that the property was in violation of
Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within
seven (7) days. Notice was mailed to the owner of record and lienholder on April
28, 2014, that the City intended to seek a clean-up lien on this property pursuant
to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on May
15, 2014, June 2, 2014, and June 16, 2014. As of this date, the total costs incurred
and paid by the City of Springdale to clean this property are \$1,429.50. I have
enclosed copies of invoices evidencing the abatement costs incurred by the City of
Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-
54-903(c)(4), administrative fees may be added to the total costs incurred by the
City of Springdale, which will include certified mailing fee in the amount of \$6.48
per letter and a filing fee in the amount of \$15.00 to the Washington County
Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 12, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,448.94, which includes \$1,429.50 for cleaning up the property and \$19.44 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, May 22, 2014 11:06 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nation star MortgageCity Abatement Bill513 Gutensohn



City of Springdale Code Enforcement

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

CITY ABATEMENT - Thursday, May 22, 2014 11:01:10 AM (CODE ENFORCEMENT 4)

Property Address	513 Gutensohn
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nation star Mortgage
Date of Abatement	Thursday, May 15, 2014 2:30:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin,Ricardo Quiroz
Employee	Mike Hicklin,Ricardo Quiroz
MH Benefit Rate	\$41.48
RQ Benefit Rate	\$28.03
1 Method of Compliance	Mowing
Equipment	748 Grasshopper,743 Kubota,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Cost	36.00
Employee Cost per hour	69.51
Total Employee Cost	69.51
Equipment Cost per hour	190.00
Total Equipment Cost	190.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	495.51

Cindy Horlick

From: noreply@cometracker.com
Sent: Tuesday, June 03, 2014 8:50 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nationstar Mortgage City Abatement Bill 513 A & B Gutensohn



City of Springdale Code Enforcement

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

CITY ABATEMENT - Tuesday, June 03, 2014 8:38:59 AM (CODE ENFORCEMENT 4)

Property Address	513 A & B Gutensohn
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nationstar Mortgage
Date of Abatement	Monday, June 02, 2014 1:30:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin, Ricardo Quiroz
Employee	Mike Hicklin, Ricardo Quiroz
MH Benefit Rate	\$41.48
RQ Benefit Rate	\$28.03
1 Method of Compliance	Mowing
Equipment	748 Grasshopper, 743 Kubota, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	5
Temporary Labor Cost	\$60.00
Employee Cost per hour	\$69.51
Total Employee Cost	\$69.51
Equipment Cost per hour	\$190.00
Total Equipment Cost	\$190.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$519.51

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 8:29 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nationstar Mortgage LLC City Abatement Bill 513 A&B Gutensohn



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, June 18, 2014 8:26:11 AM (CODE ENFORCEMENT 4)

Property Address	513 A&B Gutensohn
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nationstar Mortgage LLC
Date of Abatement	Monday, June 16, 2014 3:26:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	752 Grasshopper, 6031 Service Truck-Landscaping, 6041 Service Pick Up Truck
752 Grasshopper	\$55.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$125.00
Total Equipment Cost	\$125.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$414.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Herminio M</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>H-M</i> C. Date of Delivery <i>6-27-14</i></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>1. Article Addressed to:</p> <p>Herminio Mojica & Francisca Modero-Ramirez 301 Sanders Springdale, AR 72764</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) 7011 1570 0000 8221 2663</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>F. Sanchez</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>F. Sanchez</i> C. Date of Delivery <i>28 2014</i></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>1. Article Addressed to:</p> <p>Nationstar Mortgage P.O. Box 656783 Dallas, TX 75265</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) 7011 1570 0000 8221 2687</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>RECEIVED JUN 30 2014 12:15 PM <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Nationstar Mail Room</i> C. Date of Delivery</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>Date: _____</p>
<p>1. Article Addressed to:</p> <p>Nationstar Mortgage, LLC Attn: Bankruptcy Department 360 Highland Dr. Lewisville, TX 75067</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) 7011 1570 0000 8221 2670</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



Office Of The City Attorney

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

Writer's Email:

ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 10, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Preston & Charlene Cox
2017 S. 16th Street
Rogers, AR 72756

Green Tree Servicing, LLC
P.O. Box 6172
Rapid City, SD 57009-6172

RE: Notice of clean-up lien on property located at 3003 Napa Lane,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
36857-000

Dear Property Owner/Lienholder:

On April 19, 2014, 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 needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on April 30, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about June 10, 2014. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$402.48. I have enclosed an invoice
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.48 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 12, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$415.44, which includes \$402.48 for cleaning up the property and \$12.96 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Tuesday, June 10, 2014 1:30 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Owner / tenantCity Abatement Bill3003 Napa Lane



**City of Springdale
Code Enforcement**

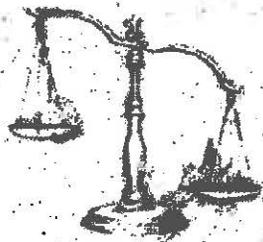
206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Tuesday, June 10, 2014 1:21:13 PM (CODE ENFORCEMENT 2)

Property Address	3003 Napa Lane
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Owner / tenant
Date of Abatement	Tuesday, June 10, 2014 1:21:00 PM
Officer on Site	Bobby Nivens
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	748 Grasshopper,6031 Service Truck-Landscaping,6038 1-ton Work Truck-Landscaping
748 Grasshopper	\$55.00
6031 Service Truck-Landscaping	\$35.00
6038 1-ton Work Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Cost	\$36.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$125.00
Total Equipment Cost	\$125.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$402.48
Final Photos	Attached Data



SENDER - COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature JUL 14 2014 <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
1. Article Addressed to: <p style="text-align: center;">Green Tree Servicing, LLC P.O. Box 6172 Rapid City, SD 57009-6172</p>	B. Recipient's (Printed Name)	C. Date of Delivery
2. Article Number <i>(Transfer from service label)</i>	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 type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
Domestic Return Receipt	2. Article Number 7011 1570 0000 8221 2540	
102595-02-M-1540	PS Form 3811, February 2004	



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 7, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Deutsche Bank National Trust
1525 S. Beltline Rd.
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 April 19, 2014, 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 needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on April 30, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 21, 2014. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$661.02. I have enclosed an invoice
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.48 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of
Springdale on or before August 12, 2014, a hearing will be held before the
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the

amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$667.50, which includes \$661.02 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, May 21, 2014 1:59 PM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Owner / tenant City Abatement Bill3068 Napa Lane



City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7742

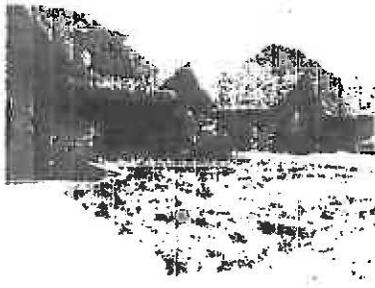
CITY ABATEMENT - Wednesday, May 21, 2014 1:49:16 PM (CODE ENFORCEMENT 2)

Property Address	3068 Napa Lane
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Owner / tenant
Date of Abatement	Thursday, May 15, 2014 1:00:00 PM
Officer on Site	Bobby Nivens
Supervisor on Job	Mike Hicklin,Ricardo Quiroz
Employee	Mike Hicklin,Ricardo Quiroz
MH Benefit Rate	\$41.48
RQ Benefit Rate	\$28.03
Method of Compliance	1 Mowing,Property Clean Up - Junk and Trash
Method of Compliance	2 Mowing
Equipment	748 Grasshopper,6030 Service Truck-Landscaping,6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	3
Temporary Labor Cost	72.00
Employee Cost per hour	69.51
Total Employee Cost	139.02
Equipment Cost per hour	125.00
Total Equipment Cost	250.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00

Total Cost of Abatement
Final Photos

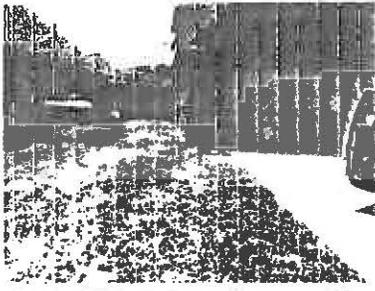
661.02

Attached Data



Final Photos

Attached Data



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>J. Logan</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>J. LOGAN</i> 7/10/14</p>
<p>1. Addressee Addressed to:</p> <p>Deutsche Bank National Trust 1525 S. Beltline Rd. 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>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8221 2397</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 10, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

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

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

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

Dear Property Owner/Lienholder:

On April 28, 2014, notice was posted on property located at 1106 N. West End
St., Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 6, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

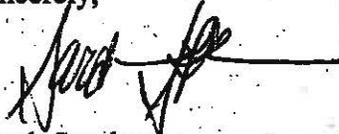
No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 29, 2014, June 16, 2014 and July 1, 2014. As of this date, the total
costs incurred by the City of Springdale to clean this property are \$1,179.44. I
have enclosed an invoice evidencing the abatement costs incurred and paid by the
City of Springdale to clean this property. Also, in accordance with Ark. Code
Ann. §14-54-903(c)(4), administrative fees may be added to the total costs
incurred by the City of Springdale, which will include certified mailing fee in the
amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the
Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 26, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 26, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,198.88, which includes \$1,179.44 for cleaning up the property and \$19.44 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, May 29, 2014 3:19 PM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Eddie W and Judy k Donaldson City Abatement Bill 1106 N West End



City of Springdale Code Enforcement

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

CITY ABATEMENT - Thursday, May 29, 2014 3:17:16 PM (CODE ENFORCEMENT 4)

Property Address	1106 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Eddie W and Judy k Donaldson
Date of Abatement	Thursday, May 29, 2014 1:30:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MI Benefit Rate	\$41.48
Equipment	743 Kubota, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$389.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 7:51 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Eddie W & Judy K Donaldson City Abatement Bill 1106 N West End



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, June 18, 2014 7:49:05 AM (CODE ENFORCEMENT 4)

Property Address	1106 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Eddie W & Judy K Donaldson
Date of Abatement	Monday, June 16, 2014 10:49:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MHI Benefit Rate	\$41.48
I Method of Compliance	Mowing
Equipment	743 Kubota, 6021 Service Truck-Landscaping, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6024 4x4 Service Truck	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$135.00
Total Equipment Cost	\$135.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$424.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Tuesday, July 01, 2014 3:07 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Eddie W & Judy K Donaldson City Abatement Bill 1106 N West End



City of Springdale Code Enforcement

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

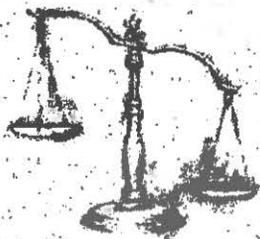
CITY ABATEMENT - Tuesday, July 01, 2014 3:03:34 PM (CODE ENFORCEMENT 4)

Property Address	1106 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Eddie W & Judy K Donaldson
Date of Abatement	Tuesday, July 01, 2014 10:03:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$365.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee <i>Eddie W. Donaldson</i>	
	B. Received by (Printed Name) <i>Eddie W. Donaldson</i>	C. Date of Delivery <i>7-7-14</i>
1. Article Addressed to: Eddie W. and Judy K. Donaldson P.O. Box 1614 Springdale, AR 72765		
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.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number- (Transfer from service label) 7011 1570 0000 8221 2496		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Jackson Matthews</i>	
	B. Received by (Printed Name) <i>Jackson-Matthews</i>	C. Date of Delivery
1. Article Addressed to: Wells Fargo Bank, NA, as Trustee 1015 SE 10 Street Minneapolis, MN 55114		
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.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number- (Transfer from service label) 7011 1570 0000 8221 2557		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540		

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>AVIURU INTA WILL</i>	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: BAC Home Loans Servicing, LP 1800 Tapo Canyon Rd. mail id# CA6-914-01-43 Simi Valley, CA 93063		
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.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label) 7011 1570 0000 8221 2472		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540		



Office Of The City Attorney

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

Writer's Email:

sparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

July 10, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Wells Fargo Bank
3476 Stateview Blvd.
Fort Mill, SC 29715

RE: Notice of clean-up lien on property located at 1140 N. West End
St., Springdale, Washington County, Arkansas, Tax Parcel No.
815-25628-000

Dear Property Owner:

On April 28, 2014, notice was posted on property located at 1140 N. West End
St., Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 6, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 29, 2014 and June 16, 2014. As of this date, the total costs incurred by
the City of Springdale to clean this property are \$813.96. I have enclosed an
invoice evidencing the abatement costs incurred and paid by the City of
Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-
54-903(c)(4), administrative fees may be added to the total costs incurred by the
City of Springdale, which will include certified mailing fee in the amount of \$6.48
per letter and a filing fee in the amount of \$15.00 to the Washington County
Circuit Court.

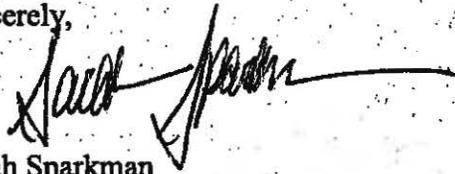
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before August 12, 2014, a hearing will be held before the
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the
amount of the clean-up lien to which the City is entitled for cleaning up the

property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$820.44, which includes \$813.96 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Sparkman', written over a horizontal line.

Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, May 29, 2014 3:22 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Wells Fargo BankCity Abatement Bill1140 N West End



City of Springdale Code Enforcement

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

CITY ABATEMENT - Thursday, May 29, 2014 3:20:10 PM (CODE ENFORCEMENT 4)

Property Address	1140 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Wells Fargo Bank
Date of Abatement	Thursday, May 29, 2014 12:28:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	1 Mowing
Equipment	743 Kubota,6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$389.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 7:49 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Wells Fargo Bank City Abatement Bill 1140 N West End



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, June 18, 2014 7:46:42 AM (CODE ENFORCEMENT 4)

Property Address	1140 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Wells Fargo Bank
Date of Abatement	Monday, June 16, 2014 9:46:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MHI Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping, 6041 Service Pick Up Truck
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$135.00
Total Equipment Cost	\$135.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$424.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, May 29, 2014 3:22 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Wells Fargo BankCity Abatement Bill1140 N West End



City of Springdale Code Enforcement

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

CITY ABATEMENT - Thursday, May 29, 2014 3:20:10 PM (CODE ENFORCEMENT 4)

Property Address	1140 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Wells Fargo Bank
Date of Abatement	Thursday, May 29, 2014 12:28:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	Mowing
Equipment	743 Kubota,6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$389.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 7:49 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Wells Fargo BankCity Abatement Bill1140 N West End



City of Springdale Code Enforcement

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

CITY ABATEMENT - Wednesday, June 18, 2014 7:46:42 AM (CODE ENFORCEMENT 4)

Property Address	1140 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Wells Fargo Bank
Date of Abatement	Monday, June 16, 2014 9:46:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MHI Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota,6031 Service Truck-Landscaping,6041 Service Pick Up Truck
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$135.00
Total Equipment Cost	\$135.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$424.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Wells Fargo Bank
3476 Stateview Blvd.
Fort Mill, SC 29715

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Handwritten Signature]* Agent Addressee

B. Received by (Printed Name) *[Handwritten Name]* C. Date of Delivery *[Handwritten Date]*

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

29715

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7011 1570 0000 8221 2502



Office Of The City Attorney

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

July 10, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

Ms. Jessie Howard
c/o Maples at Har-Ber Meadows
6456 W. Lynchs Prairie Cove
Springdale, AR 72762

RE: Notice of clean-up lien on property located at 1001 Wilkinson
Lane, Springdale, Washington County, Arkansas, Tax Parcel No.
815-28149-000

Dear Property Owner:

On May 6, 2014, notice was posted on property located at 1001 Wilkinson Lane,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 5, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about June 5, 2014. As of this date, the total costs incurred by the City of
Springdale to clean this property are \$774.96. I have enclosed an invoice
evidencing the abatement costs incurred and paid by the City of Springdale to
clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.48 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

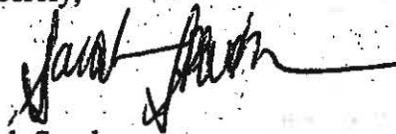
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before August 12, 2014, a hearing will be held before the
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the

amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, August 12, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$781.44, which includes \$774.96 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Friday, June 06, 2014 8:15 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Jessie HowardCity Abatement Bill1001 Wilkinson



**City of Springdale
Code Enforcement**

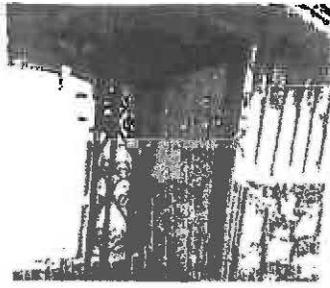
206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Friday, June 06, 2014 8:06:31 AM (CODE ENFORCEMENT 1)

Property Address	1001 Wilkinson
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Jessie Howard
Date of Abatement	Thursday, June 05, 2014 1:06:00 PM
Officer on Site	Tina Haden
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MHI Benefit Rate	\$41.48
1 Method of Compliance	Mowing
2 Method of Compliance	Property Clean Up - Junk and Trash
Equipment	748 Grasshopper,743 Kubota,6014 Flat Bed Dump Truck,6030 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6014 Flat Bed Dump Truck	\$55.00
6030 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	3
Temporary Labor Cost	\$72.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$82.96
Equipment Cost per hour	\$210.00
Total Equipment Cost	\$420.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$774.96

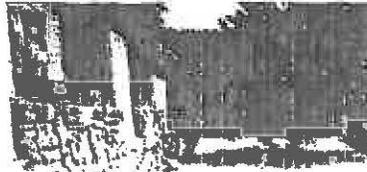
Final Photos

Attached Data



Final Photos

Attached Data



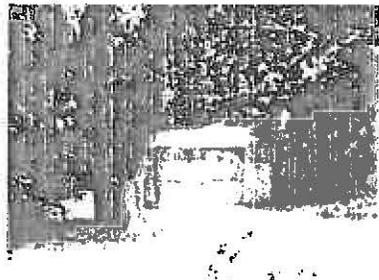
Final Photos

Attached Data



Final Photos

Attached Data



SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Ms. Jessie Howard c/o Maples at Har-Ber Meadows 6456 W. Lynchs Prairie Cove Springdale, AR 72762	B. Received by (Printed Name) Jenny Corbett	C. Date of Delivery 7-11-14
2. Article Number <i>(transfer from service label)</i>	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.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number <i>(transfer from service label)</i>	7011 1570 0000 8221 2519	
PS Form 3811, February 2004	Domestic Return Receipt	102595-02-M-1540