

CITY OF SPRINGDALE
Committee Agendas
Monday, April 1st, 2013
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee:

1. **Discussion** concerning proposed changes to the Unsightly & Unsanitary Ordinance (Sec. 42-79), presented by Councilman Eric Ford. Pg's 2-4
2. **An Ordinance** amending Article 5, Section 40 of the Zoning Ordinance of the City of Springdale, Arkansas; declaring an emergency and for other purposes, presented by Ernest Cate, City Attorney. Pg's 5-6
3. **An Ordinance** amending Article 4, Section 4 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency and for other purposes, presented by Ernest Cate, City Attorney. Pg's 7-10
4. **An Ordinance** amending Chapter 98 of the Code of Ordinance, Arkansas; to declare an emergency and for other purposes, presented by Ernest Cate, City Attorney. Pg's 11-12

Street & CIP Committee:

5. **A Resolution** authorizing execution of a Developer Partnership Agreement with Wal-Mart Real Estate Business Trust, presented by Patsy Christie, Director of Planning and Community Development. Pg's 13-24
6. **A Resolution** authorizing Capital Improvement Project Funds – Match Grant Funds for the replacement of runway approach lights at the Springdale Airport, presented by Wyman Morgan, Admin. & Financial Services Director. Pg's 25-33
7. **A Resolution** authorizing the purchase of property located at 622 Park Street, Springdale, Arkansas, presented by Mayor Doug Sprouse. Pg's 34-39

Personnel Committee:

8. **Discussion** concerning the I-9 form for employee verifications and Post Offer Pre-employment background checks, presented by Loyd Price, Human Resources Director. Pg 40

City Council Committee of the Whole:

9. **Discussion** concerning the procedures to fill a vacancy on the City Council, presented by Ernest Cate, City Attorney.

Sec. 42-76. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garbage means all normal kitchen waste, such as vegetable and animal wastes and their by-products; but does not include sewage and human body wastes.

Rubbish means brush, grass, leaves and other normal yard refuse, paper, cans, bottles and empty food and drink containers.

Things include, but are not limited to, the following items: inoperative motor vehicles; inoperative household or commercial appliances; furniture; building materials; building rubbish; defective septic tanks; human or animal excrement; metal, plastic, or paper containers.

- (1) *Abandoned* means that property to which no person claims or exercises the rights of ownership.
- (2) *Appliances* means, but is not limited to, refrigerators, deep freezers, stoves, ovens, air conditioners, washers, dryers, trash compactors, dishwashers, televisions, radios, hot water heaters, and plumbing fixtures.
- (3) *Building material* means, but is not limited to, items such as boards, bricks, cement, nails, pipe, sheet metal, siding, tar paper and windows which have never been incorporated into a structure or which have been removed from a structure and may be readily incorporated into another structure. This article applies only to building material which lies in public view and with respect to which its owner has no definite immediate plans for its use.
- (4) *Building rubbish* means any post construction solid waste which, because of its quantity, quality or condition, cannot be readily and immediately put to a beneficial use.
- (5) *Inoperative* means an item which, by mechanical or physical defect, can no longer be used for its intended purpose and which is not serving a functional purpose. Inoperative, when applied to motor vehicles, refers to any motor vehicle which is inoperable, dismantled, damaged or is unable to start or move under its own power. A vehicle shall be presumed to be inoperative when any of the following conditions exist:
 - a. One or more tires are flat.
 - b. One or more wheels are missing.
 - c. The hood or trunk is raised or missing and has appeared to remain so for more than three days.
 - d. Weeds or grass have grown up around the vehicle.
 - e. The engine is missing.
 - f. The vehicle has no current vehicle tags or registration.
 - g. The door or doors, fender or fenders are removed or missing.
 - h. The front or rear windshield is broken, removed or missing, or the side windows are broken or removed or missing.
- (6) *Motor vehicle* means a self-propelled device that is required under the laws of the State of Arkansas to be licensed in order to be operated upon the public roadways.

Unsanitary means that a place, condition or thing is unsanitary when it might become a breeding place for flies, mosquitoes and germs harmful to the health of the community.

Unightly means that a place, condition or thing is unsightly when it is in public view and offends the then-prevailing standard of the community as a whole, and not limited to a specific area, as to aesthetics or order.

Weeds means any vegetation, lush or decayed, regardless of its beauty or utility and regardless of the fact that it might serve as a sanctuary for animals beneficial to man, which, because of its natural condition or lack of maintenance by the owner or occupant of the property, threatens the health or safety of the community or creates an unsightly condition thereon.

(Ord. No. 3204, 4-23-02; Ord. No. 4231, § 1, 8-12-03)

Sec. 42-77. - Clearance of unsightly or unsanitary conditions on real property.

- (a) It shall be unlawful for the owner or occupant of real property to permit the accumulation or development of weeds, garbage, rubbish, inoperative motor vehicle or other unsightly or unsanitary things or conditions on real property within the city.

Exception: As to inoperative motor vehicles as set out herein, this section does not apply to any inoperative motor vehicle held in conjunction with a business enterprise lawfully licensed by the city for the storage, servicing, or repair of motor vehicles so long as the property where the inoperative vehicle is located is in compliance with all zoning ordinances of the city.

- (b) It shall be unlawful for an owner or occupant of real property to fail to cut weeds and grass to the back of the street curb, if such curb exists, on the following streets within the City of Springdale: Highway 265/Old Missouri Road, Thompson Avenue, Don Tyson Parkway, Robinson Avenue, Emma Avenue, Sunset Avenue, Huntsville/Elm Springs Road, Wagon Wheel Road, Butterfield Coach Road, and HarBer Avenue.

- (c) The dumping of tree cuttings, tree trunks, fill dirt and other appropriate fill material may be permitted to reclaim gullies and ravines upon application to, and approval by, the city planning commission under the following conditions:

- (1) Written certification by the applicant that he is the legal owner of the property or that he has the written permission of the property owner.
- (2) Access must be completely restricted to the applicant only.
- (3) All material must be covered by fill dirt and smoothed over at intervals not to exceed two weeks.

Failure to comply with the above conditions will be grounds for revocation of the permit and may result in the issuance of a citation pursuant to subsections (a) and (b) of this section.

- (d) Nothing covered by this article is intended to preclude or conflict with the provisions of chapter 102 and all substances not governed by chapter 102 are to be governed by this article. This article is intended to supplement chapter 22

(Ord. No. 3204, 4-23-02; Ord. No. 4231, § 2, 8-12-08; Ord. No. 4507, 5-24-11)

Sec. 42-78. - Lien against real property; notice of abandoned, inoperative vehicle.

- (a) If the owner or occupant of any real property within the corporate limits of the city neglects or refuses, after being given seven days' written notice by the police department or code enforcement officers of the city, to remove, abate or eliminate any condition referred to in section 42-77, the city will do whatever is necessary to correct the condition and will charge

the cost of the correction to the property owner to secure its costs; the city will perfect a lien against the affected property pursuant to A.C.A. § 14-54-903 et seq.

- (b) Before any abandoned or inoperative motor vehicle is taken into custody and possession from private property, the city shall give the private property owner or occupant and the owner of the motor vehicle, if ascertainable, 30 days' notice by registered or certified mail that such action will be taken unless the motor vehicle is restored to a functional use, disposed of in a manner not prohibited by A.C.A. § 8-6-401, et seq., or placed in an enclosed building. The 30-day notice may be waived by the owner or occupants of the property jointly and severally.
- (c) Any owner/occupant shall be presumed to have notice for the violation if the owner/occupant has received notice of a similar type violation within the previous one year.

(Ord. No. 3204, 4-23-02)

Editor's note—

Ord. No. 3204, adopted April 23, 2002, repealed and reenacted § 42-78 to read as herein set out. Formerly, § 42-78 pertained to the failure of owner to abate, abatement by city, and collection of costs, and derived from the Code of 1973, § 18-4.

Sec. 42-79. - Service of notice.

- (a) Owners of property in violation of this article shall be notified in writing at their current or last-known address.
- (b) In case the owner of any lot or other real property is unknown or his whereabouts is not known or is a nonresident of this state, then a copy of the written notice shall be posted upon the premises. Before any action to enforce the lien shall be had, the city clerk shall make an affidavit setting out the facts as to unknown address or whereabouts of nonresidents.
- (c) Thereupon, service of the publication, as provided for by law against nonresident defendants, may be had. An attorney ad litem shall be appointed to notify the defendant by registered letter addressed to his last known place of residence if it can be found.
- (d) Except as provided in subsection (b) of this section, notices required by this article shall be published, mailed or delivered by the city recorder or clerk or such other person as designated by the city council.

(Code 1973, § 18-5)

State law reference— Notice to unknown or nonresident owners, A.C.A. § 14-54-902.

Secs. 42-82—42-90. - Reserved.

That which is stricken through is deleted.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE 5,
SECTION 40 OF THE ZONING ORDINANCE OF
THE CITY OF SPRINGDALE, ARKANSAS;
DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES.**

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

WHEREAS, Article 5, Section 40, contains the definition of Use Unit 37, Auction Houses;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 5, Section 40, of the Zoning Ordinance of the City of Springdale, Arkansas, to avoid confusion regarding Use Unit 37, Auction Houses; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on May 7, 2013, after notice was given of said hearing as required by law.

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

Section 1: Article 5, Section 40, of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 40. – Unit 37: Auction houses.

Places where objects of art, furniture, and other goods are offered for sale to persons who bid on the object in conjunction with each other with all activities taking place at a specified location. ~~Use Unit 37 shall be considered a conditional use on appeal in an Agricultural District (A-1).~~ The granting of a conditional use for an auction house is nontransferable and shall only be valid for the applicant and location for which it is issued.

Section 2: All other provisions of Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended herein shall remain in full force and effect.

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

PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE 4,
SECTION 4 OF THE ZONING ORDINANCE OF
THE CITY OF SPRINGDALE, ARKANSAS,
DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES.**

WHEREAS, Article 4, Section 4 of the Zoning Ordinance of the City of Springdale, Arkansas, contains regulations for the various industrial zoning districts in the City of Springdale, Arkansas;

WHEREAS, the regulations pertaining to the I-1 Light Industrial zoning district are in need of revision;

WHEREAS, the regulations pertaining to the I-2 General Industrial zoning district are in need of revision;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to add Use Unit 37, Auction houses, as a conditional use in the I-1 Light Industrial zoning district and the I-2 General Industrial zoning district;

WHEREAS, a public hearing was held before the Springdale Planning Commission on May 7, 2013, after notice was given of said hearing as required by law.

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

Section 1: Article 4, Section 4.3 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

4.3 I-1—Light industrial districts.

PURPOSE.

The I-1 light industrial district is designed to accommodate a wide range of industrial and related uses which conform to high development standards. Industrial establishments of this type may either be located in extensive areas devoted solely to these uses or may provide a buffer between commercial districts and other industrial uses which involve more objectionable influences. Residential development is excluded from this district, both to protect residents from an undesirable environment and to facilitate maximum efficiency of industrial activity.

USES PERMITTED.

Unit 1, city-wide uses by right.
Unit 21, trades and services.
Unit 22, automotive services.
Unit 24, warehousing and wholesale.
Unit 25, limited manufacturing.
Unit 27, parking lot.
Unit 32, temporary buildings.
Unit 33, self-supporting tower or antenna structure or monopole.
Unit 35, transportation services.

CONDITIONAL USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION.

Unit 2, city-wide uses by conditional use permit.
Unit 3, utility facilities.
Unit 16, offices, studios and related services.
Unit 37, Auction houses.
Unit 48, Automotive, machinery and equipment open display retail sales.

HEIGHT REGULATIONS.

There shall be no maximum height limits in I-1 district; provided, however, that any building which exceeds the height of twenty (20) feet shall be set back from any boundary line of any residential district a distance of one (1) foot for each foot of height in excess of twenty (20) feet.

AREA REGULATIONS. SETBACKS.

Front setback30'
Front setback if parking is allowed between R-O-W and the building
.....50'
Side setback (subject to applicable fire and building codes)0
Rear setback25'
Setbacks adjacent to residential uses50'

GREENSPACE.

Each developed lot shall provide and maintain:

1. A landscaped buffer, not less than ten (10) feet wide, along the front property line. When adjacent to the property line of a residential use a five (5) foot landscaped area and a six (6) foot opaque screen shall be required.
2. Landscaping, including grass, shrubs and trees, and without structure or pavement, of a minimum of ten (10) percent of the total surface area of the lot or development.

OFF-STREET PARKING.

See article 7 of this chapter.

Section 2: Article 4, Section 4.4 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

4.4 I-2—General industrial districts.

PURPOSE.

The I-2 general industrial district is designed to accommodate industrial uses which involve potentially objectionable uses and hazards, and which, therefore, cannot be reasonably expected to conform to a high level of performance standards, but which are essential to the economic viability of the city.

USES PERMITTED.

- Unit 1, city-wide public uses by right.
- Unit 21, trades and services.
- Unit 24, warehousing and wholesale.
- Unit 25, limited manufacturing.
- Unit 26, general industrial.
- Unit 27, parking lot.
- Unit 32, temporary buildings.
- Unit 33, self-supporting tower or antenna structure or monopole.
- Unit 35, transportation services.

CONDITIONAL USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION.

- Unit 2, city-wide uses by conditional use permit.
- Unit 3, utility facilities.
- Unit 16, offices, studios and related services.
- Unit 37, Auction houses.

HEIGHT REGULATIONS.

There shall be no maximum height limits in I-2 district; provided, however, that any building which exceeds the height of twenty (20) feet shall be set back from any boundary line of any residential district a distance of at least one (1) foot for each foot of height in excess of twenty (20) feet.

AREA REGULATIONS. SETBACKS.

- Front setback30'
- Front setback if parking is allowed between R-O-W and the building50'
- Side setback (subject to applicable fire and building codes)0

Rear setback25'

Setbacks adjacent to residential uses50'

GREENSPACE.

Each developed lot shall provide and maintain:

1. A landscaped buffer, not less than ten (10) feet wide, along the front property line.

When adjacent to the property line of a residential use a five (5) foot landscaped area and a six (6) foot opaque screen shall be required.

2. Landscaping, including grass, shrubs and trees, and without structure or pavement, of a minimum of ten (10) percent of the total surface area of the lot or development.

OFF-STREET PARKING.

See article 7 of this chapter.

Section 3: All other provisions of Article 4 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 4: Emergency Clause: The implementation of the amended ordinance will be unreasonably delayed if not allowed to take affect immediately, and therefore an emergency is hereby declared to exist and this ordinance shall become effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 98 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; TO DECLARE AN EMERGENCY AND FOR
OTHER PURPOSES.**

WHEREAS, the City Council for the City of Springdale has adopted regulations pertaining to specific sign types;

WHEREAS, the City Council finds that the regulations pertaining to temporary signs and banners need to be clarified;

WHEREAS, the City Council recognizes that protection of the City's visual environment and beauty will benefit both residential and commercial property owners and will promote a positive image of the City; and

WHEREAS, the City Council desires to promote the reasonable, orderly, and effective display of signs;

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

SECTION 1: Chapter 98-61(k) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 98-61. Requirements for specific sign types.

(k) Temporary Signs and banners. A temporary sign is a sign that is used only temporarily and is not permanently mounted, and that can be used only for a designated period of time. A banner is any sign, except an awning sign, applied to or made of cloth, paper, fabric, flexible plastic or other fabric-like material that only uses such non-rigid material for backing or background. Signs and banners for special events, or the opening of businesses, are permitted provided that:

- (1) A temporary use permit is obtained;
- (2) Such signs and banners are prohibited upon public rights-of-way and may not be placed so as to obstruct a driver's ability to view oncoming traffic from any direction at an intersection;
- (3) Temporary sign and banner permits shall be limited to a duration of not to exceed 15 consecutive days or the period of time stated on the temporary use permit and shall not be issued within 90 days of the previous issuance;
- (4) No more than four temporary sign or banner permits shall be issued within any 12-month period for the same business in the same location;
- (5) A newly established business may be issued a temporary use permit for the initial opening of a business for a period that shall end not later than 60 days after issuance of the first business license for that business in that location or from the issuance of a certificate of occupancy for that location;
- (6) Temporary signs and banners ~~may be attached to and parallel with a wall of the building on which wall signs are permitted and~~ shall not exceed 32 square feet in surface area;

- (7) There shall be only one temporary sign or banner, plus one additional sign or banner for street frontage on a second public street, provided that the frontage on that street is at least 150 feet in length and that an actual entrance to the site is permitted on such street.
- (8) "Not-for-profit" special events, such as those associated with civic, philanthropic, educational purposes, and religious purposes shall be allowed a temporary sign or banner, regardless of whether a temporary use permit is required, provided that:
 - a. Only one such sign or banner shall be allowed per property per event;
 - b. Such sign or banner shall be located only on private property;
 - c. Such sign, if a ground sign, shall be limited to 42 inches in height and 16 square feet in area per side;
 - d. Such sign, if attached to a wall, shall be limited to 32 square feet in area per side; and
 - e. Such sign or banner shall be erected no sooner than five days preceding the event and shall be removed no later than one day following the event.

SECTION 2: All other provisions of Chapter 98-61 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended herein shall remain in full force and effect.

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 effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPER PARTNERSHIP AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST

WHEREAS, City and Wal-Mart desire to enter into a developer partnership agreement relating to the construction and development of North 48th Street in Springdale, Arkansas ("North 48th Street");

WHEREAS, the improvements will also include off-site drainage improvements that will aide in the development of the proposed Wal-Mart and continue to enhance the development potential of the surrounding area ("Drainage Improvements"), and

WHEREAS, the City and the general public will benefit from the additional access provided by the 48th Street Improvements and the improvements made by the Drainage Improvements, and

WHEREAS, the City desires to share the cost to construct the 48th Street Improvements and the Drainage Improvements with Wal-Mart, and

WHEREAS, the terms of the cost sharing arrangement between the City and Wal-Mart are contained in a written agreement attached hereto as Exhibit "A", and

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 developer partnership agreement with Wal-Mart Real Estate Business Trust with the terms outlined herein.

PASSED AND APPROVED this _____ day of March, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

DEVELOPER PARTNERSHIP AGREEMENT

THIS DEVELOPER PARTNERSHIP AGREEMENT ("Agreement") is entered into this _____ day of _____, 2012 by and between THE CITY OF SPRINGDALE, ARKANSAS (the "City"), and WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart"), as follows:

WHEREAS, City and Wal-Mart desire to enter into a developer partnership agreement relating to the construction and development of North 48th Street in Springdale, Arkansas ("North 48th Street");

WHEREAS, Wal-Mart is the owner (or has contractual rights to purchase) of certain real property shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit B hereof (the "Wal-Mart Tract");

WHEREAS, Wal-Mart intends to design and construct improvements to North 48th Street as depicted in Exhibit C, to be completed by _____ (the "48th Street Improvements");

WHEREAS, Wal-Mart intends to design and construct improvements to the City's stormwater drainage system as depicted in Exhibit D, to be completed by _____ (the "Drainage Improvements");

WHEREAS, the "48th Street Improvements" and the "Drainage Improvements" (collectively called the Improvements) will be designed and constructed, at a minimum, to the current City Of Springdale standards. These standards include all construction inspection and testing in order to ensure compliance. Due to the fact the City is ultimately responsible for accepting the improvements as called out in this Agreement, additional reasonable testing may be required if deemed necessary by the City in order to address items affecting the durability or performance of the improvements. The City may also provide, at the City's expense, additional construction observation in order to ensure compliance with the specifications, however, this observation will be in addition to that required of Wal-Mart and shall not relieve Wal-Mart or their engineer of the responsibility of ensuring compliance with the specifications;

WHEREAS, the City and the general public will benefit from the additional access provided by the 48th Street Improvements and the improvements made by the Drainage Improvements;

WHEREAS, the City desires that Wal-Mart construct the 48th Street Improvements as depicted in Exhibit C hereof and construct the Drainage Improvements as depicted in Exhibit D hereof, which such Improvements will benefit the general public;

WHEREAS, Wal-Mart may not construct the Improvements without a financial contribution from the City;

WHEREAS, the City desires to share the cost to construct the Improvements with Wal-Mart; and

WHEREAS, the parties wish to memorialize their agreement as to the sharing of the cost of the Improvements.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.
2. **Payment for the 48th Street Improvements.** Within thirty (30) days after Wal-Mart awards a bid to a construction contractor to perform the 48th Street Improvements and provides City an invoice and formal notice that the construction bids have been awarded for the 48th Street Improvements, the City shall pay Wal-Mart a total of fifty percent (50%) of the construction costs; provided, in no event shall the City's total contribution for the 48th Street Improvements exceed \$650,000.00 (the "48th Street Contribution"). By accepting the 48th Street Contribution, Wal-Mart agrees to undertake and complete the 48th Street Improvements to be completed no later than eighteen (18) months from bid acceptance. The City shall accept the 48th Street as a publicly dedicated street after completion of the 48th Street Improvements subject to Wal-Mart providing the inspection and testing reports as indicated in the City standard specifications as well as a signed and sealed document from the engineer of record stating that the improvements were completed in accordance with the specifications. The construction contractor shall also provide a twelve (12) month warranty and a maintenance bond, in favor of the City, covering the total cost of the improvements. After reviewing and accepting this documentation, the City agrees to look only to the construction contractor – and not to Wal-Mart – for future maintenance of 48th Street, and to release and hold Wal-Mart harmless from any injuries or death on, or future maintenance obligations of, the Improvements.
3. **Payment for the Drainage Improvements.** Within thirty (30) days after Wal-Mart awards a bid to a construction contractor to perform the Drainage Improvements and provides City an invoice and formal notice that the construction bids have been awarded for the Drainage Improvements, the City shall pay Wal-Mart a total of fifty percent (50%) of the construction costs; provided, in no event shall the City's total contribution for the Drainage Improvements exceed \$350,000.00 (the "Drainage Improvements Contribution"). By accepting the Drainage Contribution, Wal-Mart agrees to undertake and complete the Drainage Improvements to be completed no later than eighteen (18) months from bid acceptance. The City shall accept the Drainage Improvements as a public drainage way after completion of the Drainage Improvements, subject to Wal-Mart providing the inspection and testing reports as indicated in the City standard

specifications as well as a signed and sealed document from the engineer of record stating that the improvements were completed in accordance with the specifications. The construction contractor shall also provide a twelve (12) month warranty and a maintenance bond, in favor of the City, covering the total cost of the improvements from the construction contractor. After reviewing and accepting this documentation, the City agrees to look only to the construction contractor – and not to Wal-Mart – for future maintenance of the Drainage Improvements, and to release and hold Wal-Mart harmless from any injuries or death on, or future maintenance obligations of, the Improvements.

4. **Design Expenses and Off-Site Drainage Easement Acquisition.** Wal-Mart shall be responsible for all design costs associated with the Improvements. The City shall be responsible for all costs associated with the acquisition of off-site drainage easements required for the Improvements.

5. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Wal-Mart:
 Wal-Mart Real Estate Business Trust
 Store #85202
 2001 SE 10th Street
 Mail Stop 0550
 Bentonville, AR 72716-0550
 Attention: Real Estate Manager—AR
 (Tim Scott)

If to City of Springdale, Arkansas:

With Copy To:
 Wal-Mart Real Estate Business Trust
 Store #85202
 2001 SE 10th Street
 Mail Stop 0550
 Bentonville, AR 72716-0550
 Attention: Legal Department (John
 Okwubanego, Esq.)

With Copy To:

With Additional Copy To:
 Quattlebaum, Grooms,
 Tull & Burrow PLLC
 111 Center Street, Suite 1900
 Little Rock, Arkansas 72201
 Attention: J. Cliff McKinney, Esq.

6. **Modification.** No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by all parties. There are no oral agreements between the parties.
7. **No Joint Venture/Partnership.** This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.
8. **Binding Effect.** It is mutually understood and specifically agreed that this Agreement is binding upon the respective successors and assigns of the parties hereto.
9. **Counterparts.** This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.
10. **No Wal-Mart Covenant.** Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. The City recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, decide not to construct or open a business on the Wal-Mart Tract or cease the operation of its business on the Wal-Mart Tract; and the City hereby waives any legal action for damages or for equitable relief which might be available to the City because of such decision not to construct or open a business on the Wal-Mart Tract or because of such cessation of business activity by Wal-Mart.

WAL-MART IS UNDER NO OBLIGATION TO BUILD, OPEN OR OPERATE ANY RETAIL FACILITY ON THE WAL-MART TRACT. CITY ACKNOWLEDGES AND AGREES THAT THE IMPROVEMENTS MAY BE CONSTRUCTED (WITH CITY PAYING THE CITY'S SHARE), AND WAL-MART MAY ELECT TO NEVER DEVELOP THE WAL-MART TRACT IN ANY WAY. CITY ACKNOWLEDGES AND AGREES THAT IT IS NOT RELYING IN ANY WAY ON THE POSSIBILITY OF WAL-MART'S FUTURE DEVELOPMENT OF THE WAL-MART TRACT (OR RELYING ON ANY ACTUAL OR ALLEGED PROMISES BY WAL-MART OR ITS AGENTS). THERE ARE NO EXPRESS OR IMPLIED COVENANTS TO EVER BUILD, OPEN OR OPERATE ANY RETAIL FACILITY ON THE WAL-MART TRACT. NOTWITHSTANDING THE FOREGOING, ONCE CONSTRUCTION OF THE 48TH STREET IMPROVEMENTS COMMENCES, WAL-MART SHALL DILIGENTLY CAUSE THE GENERAL CONSTRUCTION CONTRACTOR TO DILIGENTLY PROSECUTE CONSTRUCTION OF THE 48TH STREET IMPROVEMENTS THROUGH SUBSTANTIAL COMPLETION.

11. **Right of Termination.** Wal-Mart and the City hereby acknowledge and agree Wal-Mart shall have the right to terminate this Agreement at any time prior to the City paying the 48th Street Contribution and the Drainage Improvements Contribution and for any reason whatsoever, including, but not limited to, Wal-Mart's determination that construction or operation of a business on the Wal-Mart Tract is not feasible.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By _____
Its _____

THE CITY OF SPRINGDALE, ARKANSAS,
a municipal corporation

By _____
Its _____

EXHIBIT A

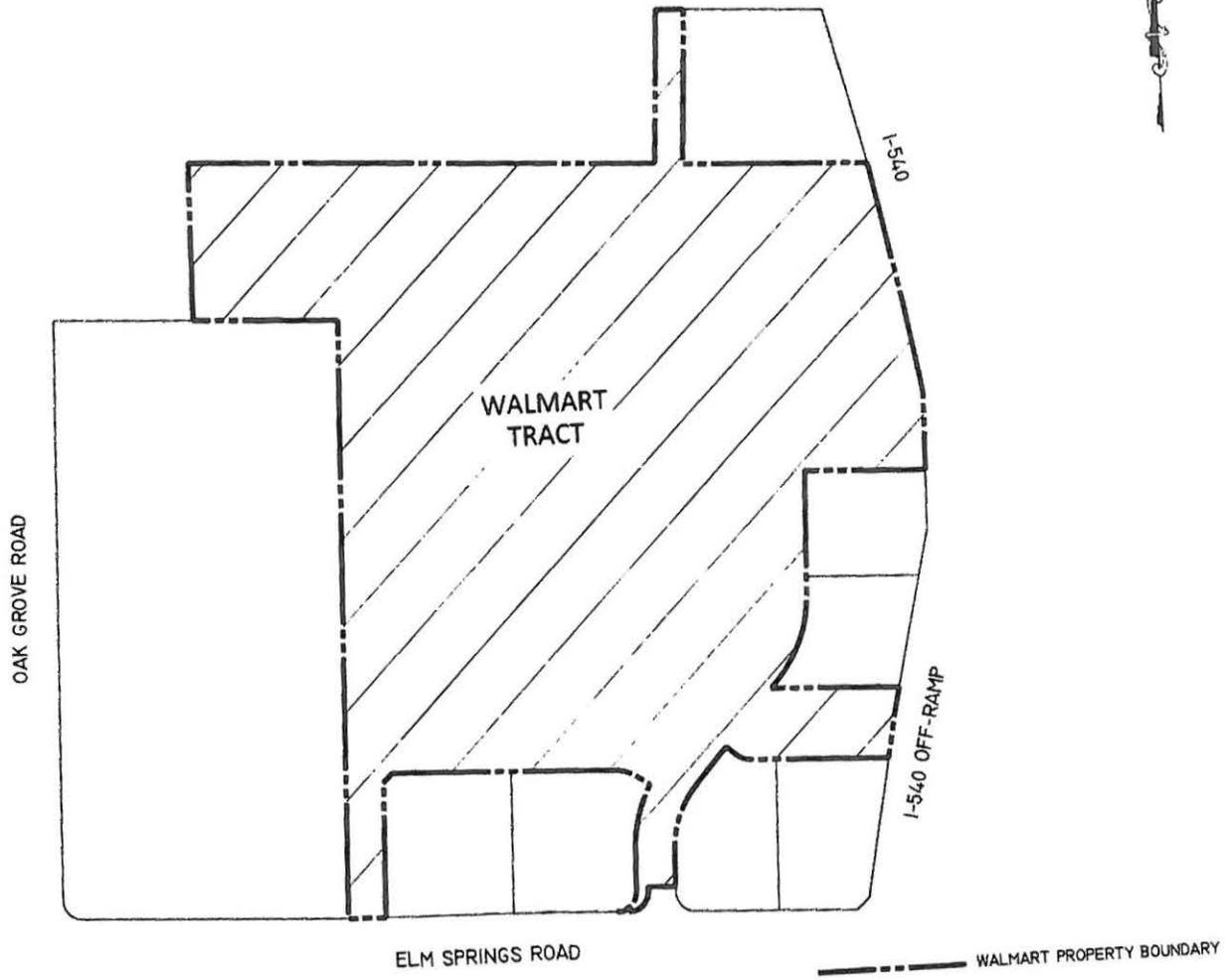


EXHIBIT B

All of the Walmart Tract, Proposed 48th Street, and Outparcels 2, 3, 4 & 7, lying in the SW ¼ SE ¼ and the SE ¼ SW ¼ of Section 28 and the NE ¼ NW ¼ and the NW ¼ NE ¼ of Section 33, all in Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at a 1" Open Top Pipe at the Northwest Corner of the said NE ¼ NW ¼;
Thence South 87° 16' 26" East a distance of 338.30 feet to the a found 5/8" rebar for the Point of Beginning;

Thence North 01° 14' 12" East a distance of 332.11 feet to a found 5/8" rebar with cap (LS 1429);

Thence South 87° 04' 48" East a distance of 1000.00 feet to a found 5/8" rebar;

Thence North 03° 20' 58" East a distance of 328.73 feet to a found 3/8" rebar;

Thence South 87° 17' 10" East a distance of 60.00 feet;

Thence South 03° 20' 58" West a distance of 330.39 feet;

Thence South 87° 35' 24" East a distance of 394.13 feet to the West Right-of-Way of Interstate I-540;

Thence along said Right-of-Way the following four (4) courses:

Thence South 13° 16' 49" East a distance of 10.19 feet to a 1-1/4" AHTD Aluminum Cap;

Thence South 11° 05' 28" East a distance of 299.86 feet 1-1/4" AHTD Aluminum Cap;

Thence South 09° 16' 04" East a distance of 194.43 feet 1-1/4" AHTD Aluminum Cap;

Thence South 01° 42' 01" West a distance of 164.02 feet;

Thence leaving said Right-of-Way, North 87° 35' 24" West a distance of 257.50 feet;

Thence South 02° 24' 36" West a distance of 264.50 feet; Thence along a curve to the right, with a length of 191.66 feet, having a radius of 280.00 feet, through a central angle of 39° 13' 10", and having a chord which bears South 22° 01' 11" West, a distance of 187.94 feet;

Thence South 41° 37' 46" West a distance of 24.63 feet;

Thence South 87° 35' 24" East a distance of 272.85 feet to the aforementioned West Right-of-Way;

Thence along said Right-of-Way, South 13° 24' 30" West a distance of 52.13 feet to a 1-1/4" AHTD Aluminum Cap;

Thence continuing along said Right-of-Way, South 11° 19' 23" West a distance of 100.04 feet;

~CONTINUED~

Thence leaving said Right-of-Way, North 87° 35' 24" West a distance of 294.85 feet;
Thence along a curve to the right, with a length of 34.23 feet, having a radius of 50.00 feet, through a central angle of 39° 13' 10", and having a chord which bears North 67° 58' 49" West, a distance of 33.56 feet;
Thence North 48° 22' 14" West a distance of 26.47 feet;
Thence South 41° 37' 46" West a distance of 106.32 feet; Thence along a curve to the left, with a length of 142.38 feet, having a radius of 208.00 feet, through a central angle of 39° 13' 10", and having a chord which bears South 22° 01' 11" West, a distance of 139.61 feet; Thence South 02° 24' 36" West a distance of 83.54 feet to a 5/8" rebar with cap (ESI) at the North Right-of-Way of Elm Springs Road;

Thence along said Right-of-Way the following four (4) courses:

1. North 87° 19' 33" West, crossing a 5/8" rebar with cap (ESI) at a distance of 23.82 feet and continuing for a total distance of 58.53 feet to a 5/8" rebar with cap (ESI);
2. Thence South 03° 12' 50" West a distance of 11.75 feet to a 5/8" rebar with cap (ESI);
3. Thence along a curve to the right, with a length of 62.40 feet, having a radius of 40.00 feet, through a central angle of 89°22' 54", and having a chord which bears South 47° 54' 18" West, a distance of 56.26 feet to a 5/8" rebar with cap (ESI);
4. Thence North 87°24'15" West a distance of 25.31 feet;

Thence leaving said Right-of-Way Thence along a curve to the left, with a length of 62.96 feet, having a radius of 40.00 feet, through a central angle of 90°11'09", and having a chord which bears North 87°24'15" East, a distance of 56.66 feet to a tangent line;
Thence North 02° 24' 36" East a distance of 94.38 feet; Thence along a curve to the right, with a length of 140.37 feet, having a radius of 292.00 feet, through a central angle of 27° 32' 32", and having a chord which bears North 16° 10' 52" East, a distance of 139.02 feet to a non-tangent line;
Thence North 54° 26' 48" West a distance of 31.07 feet; Thence along a curve to the left, with a length of 52.06 feet, having a radius of 90.00 feet, through a central angle of 33° 08' 36", and having a chord which bears North 71° 01' 06" West, a distance of 51.34 feet; Thence North 87° 35' 24" West a distance of 476.34 feet;
Thence South 47° 24' 36" West a distance of 27.88 feet;
Thence South 02° 24' 36" West a distance of 288.16 feet to the North Right-of-Way of Elm Springs Road; Thence along said Right-of-Way, North 88° 43' 29" West a distance of 57.06 feet to a 5/8" rebar with cap (ESI); Thence continuing along said Right-of-Way, North 87° 04' 55" West a distance of 22.95 feet; Thence leaving said Right-of-Way, North 02° 24' 36" East a distance of 1271.18 feet; Thence North 87° 11' 46" West a distance of 309.43 feet; to the Point of Beginning, containing 1,613,789 Square Feet, or 37.05 Acres, more or less.

EXHIBIT C

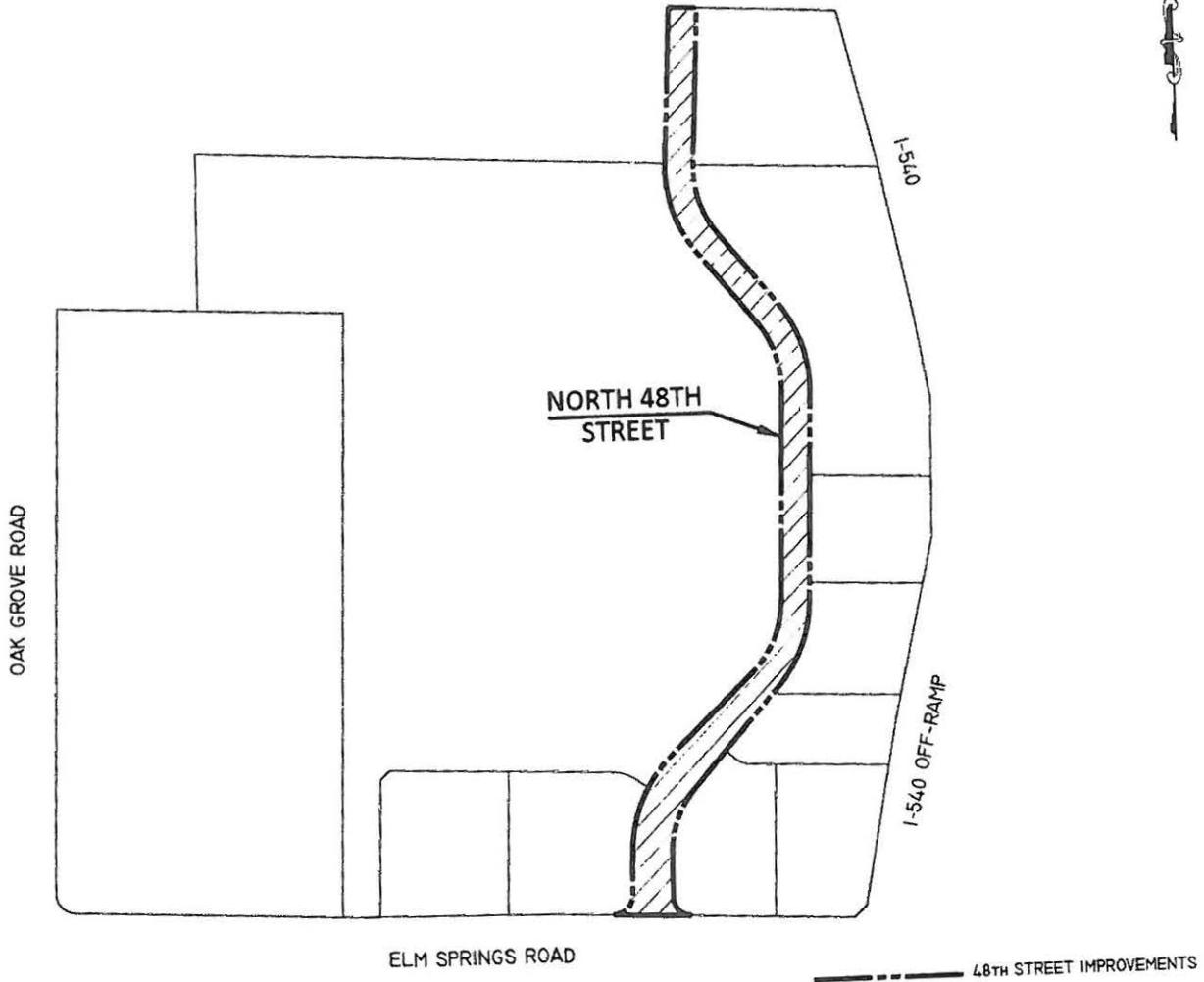
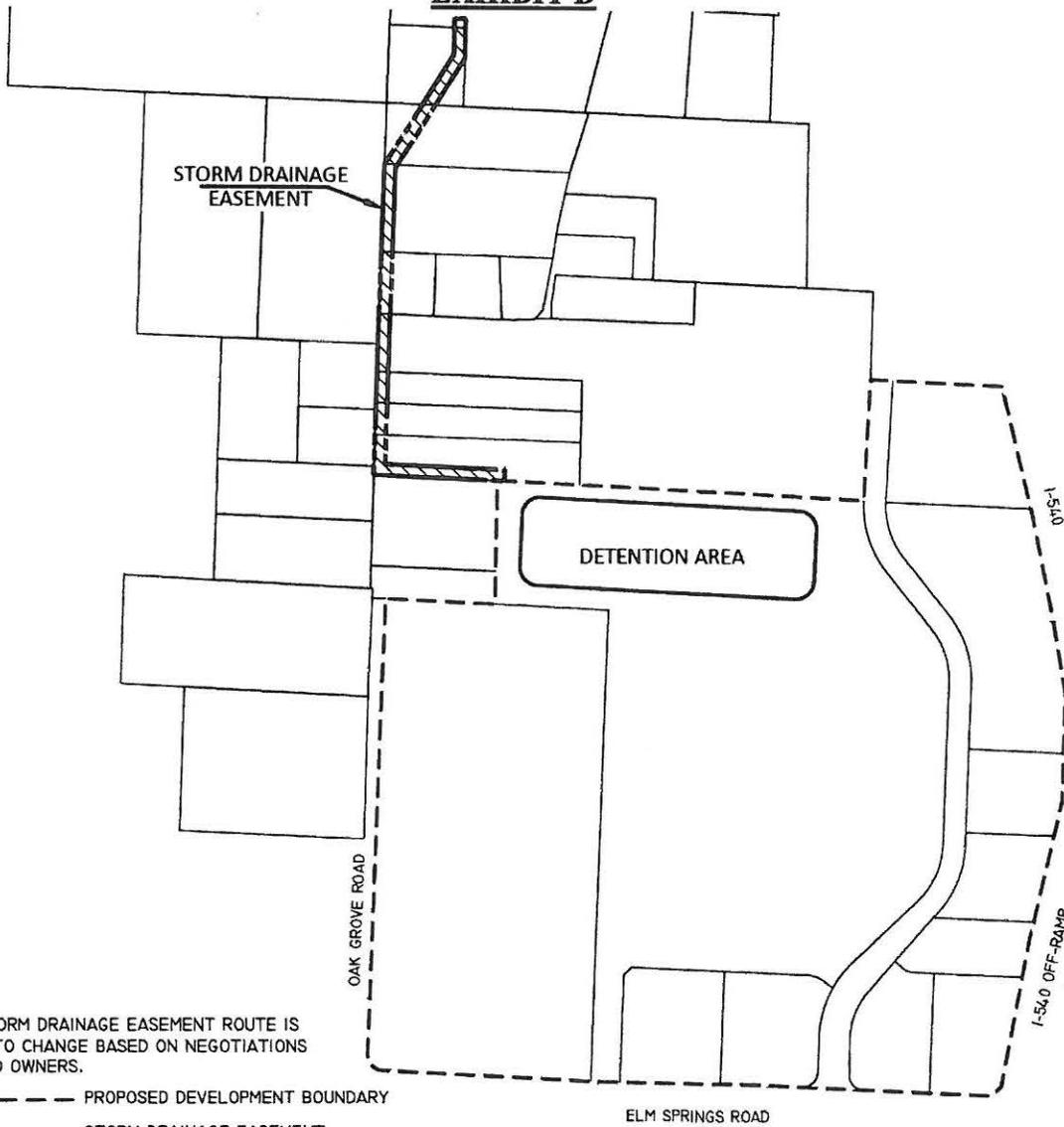


EXHIBIT D



NOTE: STORM DRAINAGE EASEMENT ROUTE IS SUBJECT TO CHANGE BASED ON NEGOTIATIONS WITH LAND OWNERS.

- PROPOSED DEVELOPMENT BOUNDARY
- STORM DRAINAGE EASEMENT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL IMPROVEMENT
PROJECT FUNDS - MATCH GRANT FUNDS FOR THE
REPLACEMENT OF RUNWAY APPROACH LIGHTS AT
THE SPRINGDALE MUNICIPAL AIRPORT**

WHEREAS, the Springdale Airport approach lights were installed over twenty years ago, and

WHEREAS, the approach lights have failed and parts to repair them are not available, and

WHEREAS, the estimated cost to replace the approach lights is \$300,000, and

WHEREAS, the City of Springdale has applied for a grant from the Arkansas Department of Aeronautics for 80% of the project cost;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of \$60,000 of Capital Improvement Project Funds is hereby authorized as grant matching funds for replacement of the runway approach lights at the Springdale Municipal Airport.

PASSED AND APPROVED this 8th day of April, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



March 29, 2013

Mayor Doug Sprouse

Arkansas Department of Aeronautics
Attn: John Knight
2315 Crisp Drive, Hangar #8
Little Rock, AR 72202

201 Spring Street
Springdale, Arkansas 72764
(479) 750.8114
(479) 750.8559 fax
www.SpringdaleAR.gov

Re: Springdale Municipal Airport
MALS-F Replacement
Application for Airport Aid (SAAG 80-20% Match)

Dear Mr. Knight:

As you know, the Runway 18 approach at Springdale Municipal Airport has utilized a MALS-F system for many years. The system was originally installed by the airport almost 20 years ago to improve low visibility operations on Runway 18. Although the system does not improve our published minimums on Runway 18, it provides a much needed visual guidance for our downtown airport. During night operations, the city lights surrounding the airport greatly reduce a pilot's sensitivity to light, making it difficult for pilots to see the Runway 18 displaced threshold. The graphic to the right shows a pilot's perspective approximately 1 mile north of the Runway 18 threshold at night.



The airport has been able to maintain the MALS-F for many years, even though the original manufacturer went out of business shortly after the system was purchased. However, the system is now at the point where typical maintenance can no longer bring the system into service. This project will consist of replacing the existing electrical infrastructure and lights for the MALS-F. By replacing the electrical components of the MALS-F, the airport will be able to utilize newer and more reliable technology and will be able to benefit from the warranty and service of a newer manufacturer. To reduce construction costs, the City has already coordinated with manufacturers to insure the existing towers and foundations can be reused with the new equipment.

We respectfully request your consideration of this grant for the amount of \$240,000. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well. Please call me or Adam White of Garver if you have any questions or comments.

Sincerely,

Wyman Morgan
Administrative and Financial Services Director
City of Springdale

Attachments: ADA Grant Application
Project Budget
Project Layout
Correspondence with Paul Burns
Letter from Executive Aviation Services

State Airport Aid Application – Page 1

The City/County of Springdale, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Springdale Arkansas, Washington county.

Date of Request: March 29, 2013

Name of Airport: Springdale Municipal Airport

Name and address of City/County Commission sponsoring request:

Springdale Airport Commission
201 N. Spring Street
Springdale, AR 72764

Phone Number: 479-750-8114
 Fax Number: 479-750-8559

Person to Contact about project:

Wyman Morgan
City of Springdale

Phone Number: 479-750-8152
 Cell Number: _____
 Fax Number: 479-750-8559

Name and address of Engineering Firm (if applicable):

Garver
2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

Contact Person: Adam White

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: This project will consist of replacing the existing electrical infrastructure and lights for the Runway 18 MALS-F at Springdale Municipal Airport. The existing MALS-F was purchased by the City of Springdale almost 20 years ago to improve low visibility operations on Runway 18. The airport has been able to maintain the system for many years, even though the original manufacturer went out of business shortly after the system was purchased. However, the system is now at the point where typical maintenance can no longer bring the system into service. By replacing the electrical components of the MALS-F, the airport will be able to utilize newer and more reliable technology and will be able to switch to a current manufacturer. To reduce construction costs, the City has already coordinated with manufacturers to insure the existing towers and foundations can be reused with the new equipment.

State and Local Project Costs:
 Please indicate:

- 50-50% Match
- 80-20% Match
- 90-10% Match
- 100%

Total Cost of Project \$300,000.00
 Local Share/Funds \$60,000.00
 Local Share/In-Kind \$0.00
 State Share \$240,000.00

Federal AIP Projects:

AIP Number: _____
 95-5% Match

Total Cost of Project: _____
 Federal Share: _____
 State Share: _____
 Local Share: _____

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: The City will contribute the matching portion of the project.

Source of In-Kind Services: N/A

Estimated starting date of project: Immediately after receiving grant approval.

Estimated completion date of project: October 1, 2013

Project will be for: New Airport Existing Airport

Is land to be leased or purchased? No.

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Jon Woods

State Representative: Les Carnine

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). Payment of grant funds are contingent upon the Department's annual appropriation.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this 29 day of March, 2013.

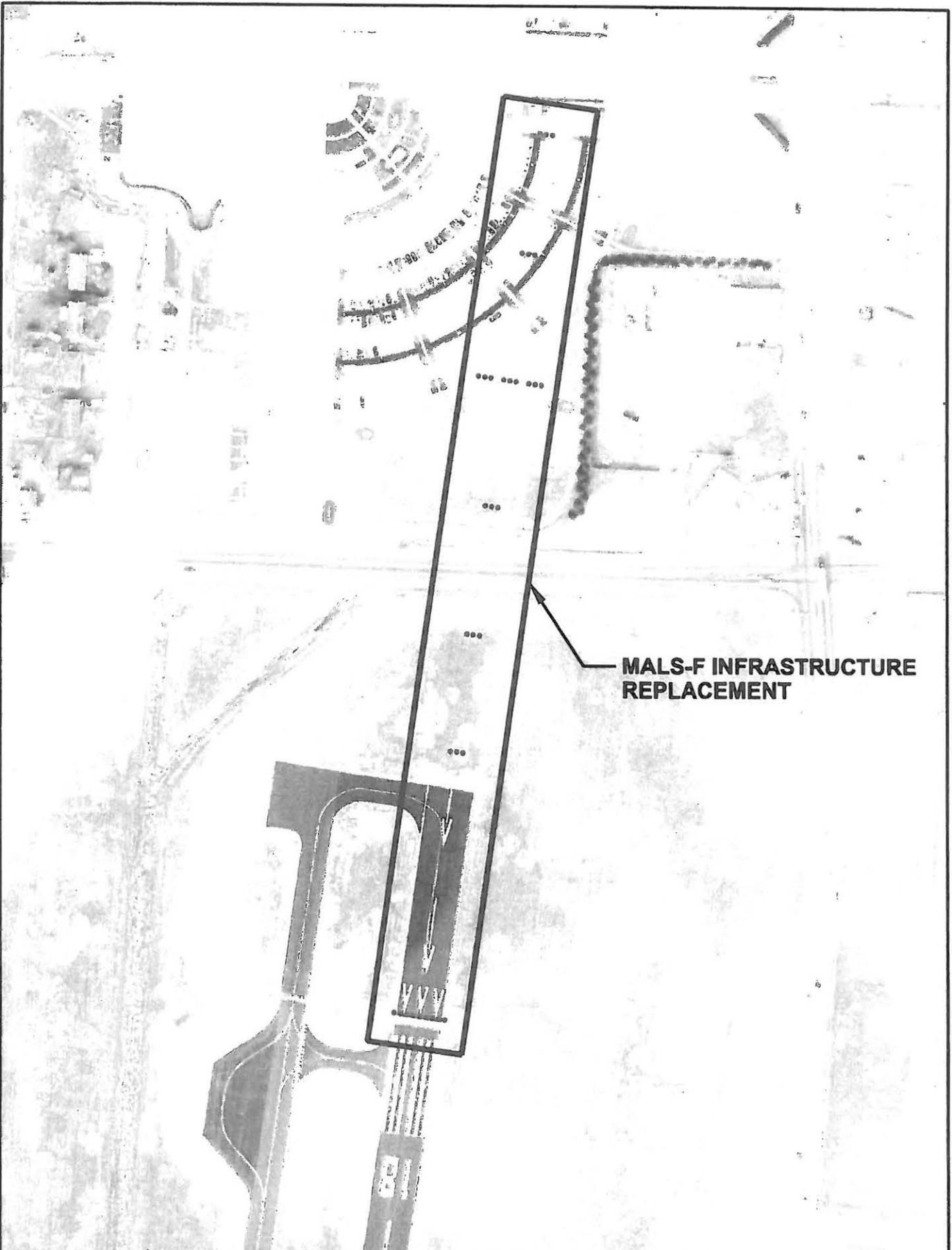
City of Springdale
Name of Sponsor
Wyman Morgan
Authorized Signature
Administration Director
Title

**SPRINGDALE MUNICIPAL AIRPORT
MALS-F REPLACEMENT**

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED AMOUNT
1	Site Preparation	LS	1	\$24,250.00	\$ 24,250.00
2	Lockout/Tagout Procedures	LS	1	\$2,500.00	\$ 2,500.00
3	Existing MALSF Lamps and Cable, Removed per Light Bar	EA	9	\$2,000.00	\$ 18,000.00
4	Existing Electrical Junction Structures, Removed	EA	7	\$1,500.00	\$ 10,500.00
5	In pavement MALSF Threshold 10-Light Bar, Installed	LS	1	\$25,000.00	\$ 25,000.00
6	New MALSF Electrical Equipment, Installed on In pavement MALSF 5-Light Bar	EA	1	\$4,500.00	\$ 4,500.00
7	New MALSF Electrical Equipment, Installed on Existing Frangible MALSF 5-Light Bar	EA	5	\$5,500.00	\$ 27,500.00
8	New MALSF Electrical Equipment with Sequenced Lights, Installed on Existing Frangible MALSF 5-Light Bar	EA	3	\$7,500.00	\$ 22,500.00
9	Existing MALSF Electrical Shelter Modifications	LS	1	\$42,000.00	\$ 42,000.00
10	MALSF Lighting/Power Cable, AWG as Needed	LF	8,000	\$4.00	\$ 32,000.00
11	No. 6 AWG Solid Counterpoise Wire	LF	2,000	\$2.00	\$ 4,000.00
12	1-Way 2" Non-encased Duct	LF	2,000	\$6.50	\$ 13,000.00
13	2-Way 4"C Directional Bore	LF	200	\$100.00	\$ 20,000.00
14	New Electrical Junction Structures	EA	7	\$1,750.00	\$ 12,250.00
15	Third Party Insurance	LS	1	\$1,000.00	\$ 1,000.00
TOTAL ESTIMATED CONSTRUCTION COST					\$ 259,000.00
ADMINISTRATION					\$ 2,500.00
ENGINEERING SERVICES					
Final Design					\$ 16,000.00
Bidding Services					\$ 5,000.00
Construction Support Services					\$ 17,500.00
TOTAL ENGINEERING SERVICES					\$ 38,500.00
TOTAL ESTIMATED PROJECT COST					\$ 300,000.00
PROJECT FUNDING (ADA 80-20 Grant)					TOTAL
ADA (80%)					\$ 240,000.00
Sponsor (20%)					\$ 60,000.00
TOTAL PROJECT FUNDING					\$ 300,000.00

ATN:rk
WORKSPACE: C:\msdcs\garver\2014\12\13\13041132-ASG\MALS-F Replacement\Drawings\MISC\ASG_ADA_EXB.dgn
3/26/2013 10:47:58 AM



**MALS-F INFRASTRUCTURE
REPLACEMENT**



SPRINGDALE MUNICIPAL AIRPORT
SPRINGDALE, AR
MALS-F REPLACEMENT

MALS-F REPLACEMENT EXHIBIT

FIGURE NUMBER
EXB

White, Adam T.

To: Wyman Morgan
Subject: RE: Springdale RWY 18 MALSF

From: Paul.Burns@faa.gov [mailto:Paul.Burns@faa.gov]
Sent: Tuesday, March 05, 2013 2:42 PM
To: Jerry.Chism@arkansas.gov
Cc: Ed.Agnew@faa.gov; wmorgan@springdaleark.org; mitchell.d.nugent@faa.gov
Subject: Springdale RWY 18 MALSF

Jerry - I just wanted to followup our phone conversation from earlier today. It is our understanding the Springdale MALSF has been inoperable the last few weeks and it is not anticipated the MALSF can be repaired. The airport sponsor asked the ADO a few days ago if the installation of a new approach lighting system could be funded under an Airport Improvement Program (AIP) grant. Based on a review of FAA Order 5100.38, AIP Handbook, several criteria must be met in order to ensure the AIP-eligibility of an ALS. Two of the main criteria elements in the AIP Handbook include:

-) The ALS must be for a runway that has a precision instrument approach
-) The ALS must provide a reduction in visibility minimums of at least 1/4 mile

The Springdale ILS or LOC RWY 18 instrument approach procedure has published minimums of 1 mile when all components are operational. However, even with the loss of the MALSF from service, the published minimums for this procedure have remained at 1 mile. Therefore, the installation of a new MALSF would not result in a reduction of visibility minimums for this instrument approach procedure, and as such, would not be AIP-eligible. If you would like to discuss this further, please give me a call. Thanks.

Paul Burns AR/OK Airports Development Office, ASW-630H (817) 222-5648



March 26, 2013

City of Springdale, AR
Attn: Wyman Morgan
201 Spring Street
Springdale, AR 72764

RE: Springdale Municipal Airport
MALF-F Operation

Dear Mr. Morgan:

It has come to our attention that the MALF-F on Runway 18 is no longer in operation at the airport. It also appears that the system will be out of service until the airport is able to come up with a viable funding option to repair the system.

I am writing to let you know that the MALF-F is a vital component to the Runway 18 approach for our company. This system greatly enhances the safety of the approach for our pilots in both low visibility and nighttime operations. If this system is not brought back into operation, we could see a negative impact in the flights in and out of the airport during low visibility conditions and throughout the night. This really does make the difference on low visibility approaches.

We appreciate all that the City and the Airport Commission have done and continue to do for our airport. We have enjoyed working with you in the past, and are willing to do whatever we can in order to get the MALF-F system up and running as soon as possible.

Respectfully;

Mark Myers, Director of Operations
Executive Aviation Services, LLC

OUR SERVICE EXCEEDS YOUR EXPECTATIONS

P.O. BOX 1140 • ROGERS, ARKANSAS 72757 • OFFICE PHONE: 479-251-1998 • MOBILE PHONE: 479-936-1805

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY LOCATED AT 622 PARK STREET,
SPRINGDALE, ARKANSAS**

WHEREAS, this acquisition of this property, consisting of approximately 0.2 acres, is needed for construction of the trail system and the construction of a street round-about, and

WHEREAS, the property has been appraised for \$60,000, and

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute all documents necessary for the acquisition of and tender payment from the Capital Improvement Fund for approximately 0.2 acres located at the east 622 Park Street in Springdale, with a total purchase price of \$ 60,000.

PASSED AND APPROVED this 8th day of April, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Reed & Associates Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 140, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*
Tom Reed, MAI • Barbara Rhoads • Shannon Mueller • Brian Kenworthy • Katie Hampton

March 18, 2013

City of Springdale
Attn: Patsy Christie
201 North Spring Street
Springdale, AR 72764

RE: 622 Park Street, Springdale, Arkansas; Washington County

Dear Mrs. Christie:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following report contains data gathered in my investigation, information from my files and shows the method of appraisal. This report is presented in a Restricted Use Format. Some of the supporting documentation is retained in the appraisal file.

Based upon an analysis of relevant data and contingent upon the Assumptions And Limiting Conditions which follow and appear later in this report, it is my opinion the market value of the fee simple estate of the subject property, as of March 11, 2013, was:

SIXTY THOUSAND DOLLARS
(\$60,000)

The preceding value estimate reflects terms equivalent to cash to the owner and represents that for real property only. No personal property has been included in this valuation.

The following Extraordinary Assumptions are utilized in this report:

1. Subject and adjacent properties are in compliance with all applicable EPA regulations;
2. Subject building and land sizes are approximately as indicated in this report.

If either, or both of the Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

Additional Assumptions and Limiting Conditions appear later in the report.

The estimated exposure time for the subject property is one year or less.

Sincerely,



Shannon Mueller, CG2302
REED & ASSOCIATES, INC.



PROPERTY DESCRIPTION

The subject property is located along the west side of Park Street, one site north of the northwest corner of Caudle Avenue and Park Street in the Northeast Quadrant of Springdale, Arkansas. The physical address of the property is 622 Park Street, Springdale, AR 72764.

The U.S. Census Bureau's 2010 population of Springdale was indicated to be 69,797±. Lowell (2010 Pop. 7,327±) is situated a short distance north of Springdale and immediately adjacent to the south of Rogers (2010 Pop. 7,327±). The small community of Bethel Heights (2010 Pop. 1,754) is situated between Springdale and Lowell. The majority of Springdale is located within Washington County; however, the northern part of this city extends into Benton County. Lowell and Rogers are both situated in Benton County. The indicated 2010 populations of Benton and Washington Counties were 221,339± and 203,065±, respectively.

Market Area

Market Area is defined as follows:

*"The geographic or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users."*³

The Market Area consists of an area lying east of Gutensohn Street, south of Backus/Sanders Avenue, west of Old Missouri Road, and north of West Sunset Avenue. The Market Area appears to be over 75% developed, with a reasonably high occupancy rate. An extension of the Market Area to the west would be to Interstate 540.

The Market Area is composed of residential, commercial, and special-purpose uses. Commercial uses are primarily along U.S. 71B, West Huntsville Avenue/Elm Springs Road, and West Sunset Avenue; some commercial uses also along Gutensohn Road and Backus Avenue. Property uses along Huntsville have been in transition from residential to commercial; however, there is still a significant amount of residential properties in the Market Area. The majority of residential uses can be found along secondary roadways. Newer professional and medical offices along the south side of Huntsville Road, west of Gutensohn Road, were noted along with a Family Dollar store. Downtown Springdale is located in the eastern part of the Market Area along Emma Avenue.

Property uses in close proximity to subject include: A convenience store to the south; residential uses to the west; Park Street Laundry across Park Street to the east; and, Estrella Boutique to the north. Residential uses are located further to the north, and across Park Street to the southeast.

The major east-west traffic arteries in the Market Area are West Sunset Avenue and Huntsville Avenue. It should be noted that Huntsville Avenue makes a "jog" to the north in the west part of the Market Area. This "jog" is known as White Road. The portion of road west of the "jog" is known as Elm Springs Road. Elm Springs Road intersects I-540 a short distance west of the Market Area. West Sunset Avenue is also a major east-west traffic corridor traversing the

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal – Fourth Edition*, (Chicago: Appraisal Institute, 2002), P. 174-175.

Northwest Arkansas Area and provides access to I-540. U.S. Highway 71B is a major north-south traffic corridor traversing the Northwest Arkansas Area. U.S. Highway 412 is located a short distance south of the Market Area.

Utilities available in the Market Area include electricity, telephone service, natural gas, public water and sewer, and cable television.

The topography of the Market Area is undulating to gently rolling/sloping, for the most part. Soil and subsoil conditions, for the most part, are not generally considered adverse to building construction. Overall, drainage is considered adequate for most of the Market Area, however Spring Creek does run through a portion of the Market Area.

The Market Area remains in the growth stage of its life cycle; however, growth has slowed significantly since the late 2006/early 2007 time period. The Northwest Arkansas real estate market is currently in a correction. This is due to oversupply issues, which have been prolonged by slow improvement in overall economic conditions. It should be noted there are some signs of improvement in the overall economic conditions. Overall, total non-farm employment in the Fayetteville-Springdale-Rogers MSA is actually at a higher level as of the effective date of this report than the 2006 time period. In addition, the November 2012 unemployment rate represents its lowest level since November 2008. This has translated into some improvement/stabilization of the single-family residential sector, and significant improvement in the multi-family sector; however, the commercial sector is still lagging and the correction period is expected to last well into 2013, and possibly beyond. The Market Area is well-located and is considered to have good market appeal. The overall outlook for the Market Area is positive.

Subject Property

The size of the subject site is estimated to be approximately 8,805 ± square feet (SF), or .20± acre. The site is near rectangular in shape. The topography is undulating to gently sloping.

Soil and subsoil conditions are not believed adverse to building construction; however, a soil test report on the site has not been examined. The subject property does not appear to be located with the 100-Year Flood Zone. Please see the Flood Zone Map which appears in the Addenda.

Utilities available to the subject site include electricity, telephone service, natural gas, cable, T.V., public sewer, and public water. No adverse easements or encroachments were noted on the inspection.

Subject site is zoned C-1, Neighborhood Commercial.

The site is currently improved with a 2,336± square foot retail building, and related improvements. It should be noted that Assessment Records reflect a building size of 2,352± SF. The building represents Class "D" construction, with brick veneer and dryvit exterior. The front of the building includes a brick face. The foundation is a crawl space. The roof cover is composition shingle. Interior finish consists of acoustical suspension ceilings, wood paneling,

wood and vinyl flooring. It should be noted that the wood subfloor was exposed in some areas of the building. The building includes central heat and air, 1 bathroom, and a 146± square foot canopy overhang on the east side of the building.

The building is considered to be in fair condition. Assessment Records indicate the building was constructed in 1954. Functional obsolescence is indicated in layout and design when compared to newer structures. External obsolescence is indicated due to present market conditions. In my opinion, the effective age of the building is 40± years and the remaining economic life is 10± years. It should be noted that the functional and external obsolescence is reflected in the effective age.

Additional improvements include: 7 asphalt parking spaces; landscaping, chain-link fencing, signage, lighting, concrete sidewalk; etc.

A copy of the tax assessment records pertaining to the subject property is presented in the Addendum of this report. The estimated 2012 property tax is \$940.12. The 2012 tax is due by October 15, 2013. The property was appraised for tax purposes in 2010 at \$90,050.

The subject property is located within the Springdale Public School District.

I-9 Verification Policy

In order to assure the City of Springdale hires employees that are legally eligible to work in the United States, the Human Resources Department will follow Federal Guidelines as outlined in the "Employment Eligibility Verification" Form from the U.S. Department of Homeland Security, otherwise known as the I-9 Form. This form will be completed by employees on a post job offer basis and must be completed no later than the first day of employment. All "Acceptable Documents" will be photocopied and attached to the I-9 Form completed by the employee. The Human Resources Department will verify the authenticity of the documents presented by the employee by using "E-Verify" which is an online system operated jointly by the U.S. Department of Human Services and the Social Security Administration to insure that the City does not employ undocumented workers. The I-9 Form and the attached documentation will be placed in a I-9 file with all other City employees' information. When an employee leaves employment the I-9 information will be pulled and placed in the Employee's Personnel File.

Post Offer Pre-employment Background Checks

Once the final or top candidate(s) are selected for a position, the Human Resources Department will contact a company to perform a criminal background check on that candidate(s) prior to final selection and prior to a job offer being made to a potential employee. In certain positions where the potential employee may be required to handle large sums of money a Credit History may also be processed. All criminal background documentation and credit history used to make the final selection will be placed in the personnel file of the new employee. For purposes of this policy the Fire and Police Departments will continue to conduct their own background checks.