

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

- Monday, March 17th, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available on Friday, March, 14th

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 11TH, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **JEFF WATSON**

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) February 25TH, 2014 **Pg.'s 3-9**

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....9; 10; 11 C, F; 13*. (Motion must be approved by two-thirds (2/3) of the council members).

7. **A Resolution** authorizing the execution of a generator maintenance agreement with United Engines, LLC., presented by Wyman Morgan, Director of Admin. & Financial Services. **Pg.'s 10-13**

8. **A Resolution** approving reappointments to the Springdale Planning Commission. **Pg. 14**

9. Planning Commission Recommendations by Planning Director Patsy Christie:

An Ordinance amending Article 6, Section 3.5(c) of the Zoning Ordinance of the City of Springdale, Arkansas and for other purposes. **Pg.'s 15-16**

10. Ordinance Committee Report and Recommendations by Chairman Mike Overton:

An Ordinance amending Section 42-93(a) of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. (Committee recommended approval) **Pg. 17**

11. Finance Committee Report and Recommendations by Chairman Brad Bruns:

A. **A Resolution** authorizing execution of a contract for engineering services for design of a material storage building. (Committee recommended approval). **Pg.'s 18-37**

- B. **A Resolution** authorizing the Mayor and City Clerk to enter into a joint funding agreement with the U. S. Geological Survey (USGS) for monitoring Spring Creek. (Committee recommended approval) **Pg.'s 38-41**
 - C. **An Ordinance** authorizing the Mayor to enter into a contract with MSI Consulting Group, LLC, to provide a comprehensive case management system (virtual justice) for the Springdale District Court; to waive competitive bidding, to declare an emergency and for other purposes. (Committee recommended approval) **Pg.'s 44-45**
 - D. **A Resolution** amending the 2014 Budget of the Springdale District Court. (Committee recommended approval) **Pg.'s 46 - 51**
 - E. **A Resolution** amending the 2014 Budget of the Springdale District Court and authorizing certain purchases by the District Court. (Committee recommended approval) **Pg. 52**
 - F. **An Ordinance** authorizing the District Court to enter into a contract with Advanced Information Management for imaging (archiving) of court records; to waive competitive bidding and for other purposes. (Committee recommended approval) **Pg.'s 53-55**
12. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
- A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Valley Harvest Ministries, Inc., are defendants, presented by Ernest Cate, City Attorney. (Committee recommended approval). **Pg.'s 57-64**
13. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located. **Pg.'s 65-74**
14. Comments from Department Heads.
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor Sprouse.
18. Adjournment.

SPRINGDALE CITY COUNCIL
FEBRUARY 25, 2014

The City Council of the City of Springdale met in regular session on February 25, 2014, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Patsy Christie	Planning Director
Sam Goade	Public Works Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Mike Chamlee	Chief Building Official
Rick McWhorter	Parks & Recreation Director
Courtney Kremer	Animal Services Director
Alan Pugh	Engineering Director
Mark Gutte	IT Director

AGENDA ITEM ADDED

Alderman Overton made the motion to add a Resolution to tonight's agenda as item 10B. Alderman Jaycox made the second.

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

OZARK REGIONAL TRANSIT (ORT) REPORT

Joel Gardner, Director of Ozark Regional Transit, presented a report on the 2014 - 6 month objectives for Ozark Regional Transit.

ORT will be using a new mobile application called "Route Shout". This is a free mobile app will enable the user to interface with real time route arrival/departure times.

ORT is also making modifications to some of its routes. A public input session will be held March 6, 2014 at the Arts Center of the Ozarks.

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the February 11, 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 Jaycox made the second.

The vote:

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

No: None

RESOLUTION NO. 24-14 – MAKING THE APPOINTMENT OF MIKE MORGANTHALER TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution appointing Mike Morganthaler to the Public Facilities Board of the City of Springdale.

RESOLUTION NO. _____

A RESOLUTION MAKING AN APPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

WHEREAS, there is an open position, Seat #3 on the Public Facilities Board, and

WHEREAS, A.C.A. 14-137-108 provides that successors for these positions will be nominated by a majority of the Public Facilities Board and appointed by the mayor subject to confirmation of the City Council, and

WHEREAS, A.C.A. 14-137-108 also provides that if the Public Facilities Board does not provide a written list of nominations within 60 days after a vacancy occurs, the Mayor may appoint a successor member subject to confirmation of the City Council, and

WHEREAS, the Mayor has appointed Mike Morganthaler to fill Seat #3 of the Public Facilities Board, term expiring on January 31, 2019,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Mike Morganthaler is hereby confirmed as a board member to Seat #3 of the Public Facilities Board with a term expiring on January 31, 2019.

PASSED AND APPROVED this ____ day of February, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 24-14.

RESOLUTION NO. 25-14 – APPROVING A CONDITIONAL USE AT HILLWOOD PROPERTIES, LLC, LOCATED AT THE NORTH SIDE OF ROBBINS ROAD, NORTH OF FAIR LANE, FOR OREN PARIS AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use at Hillwood Properties LLC, located at the north side of Robbins Road, north of Fair Lane, for Oren Paris as set forth in Ordinance No. 4030.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT HILLWOOD PROPERTIES, LLC FOR OREN PARIS WHOSE PROPERTY IS LOCATED AT THE NORTH SIDE OF ROBBINS ROAD, NORTH OF FAIR 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 Tuesday, February 19, 2014, on a request by Oren Paris for Hillwood Properties, LLC for a Tandem Lot Split in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and no nays recommends that a conditional use be granted to Oren Paris for Hillwood Properties, LLC for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – **No conditions set.**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Oren Paris for Hillwood Properties, LLC for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – **No conditions set.**

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 25-14.

RESOLUTION NO. 26-14 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO HILLWOOD PROPERTIES LLC IN CONNECTION WITH C14-03, A CONDITIONAL USE FOR OREN PARIS

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 Hillwood Properties LLC in connection with C14-03, a conditional use for Oren Paris.

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 Jaycox 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 HILLWOOD PROPERTIES, LLC IN CONNECTION WITH C14-03 A CONDITIONAL USE FOR OREN PARIS WHOSE PROPERTY IS LOCATED AT THE NORTH SIDE OF ROBBINS ROAD, NORTH OF FAIR 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 Hillwood Properties, LLC in connection with a Conditional Use for Oren Paris 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 Hillwood Properties, LLC including improvements related thereto, drainage, curbs, gutters and sidewalks in connection with a Conditional Use for Oren Paris.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

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ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 26-14.

RESOLUTION NO. 27-14 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PROPERTY OWNED BY SHANNON AND PEARL MCELFISH IN CONNECTION WITH A SINGLE FAMILY DWELLING LOCATED AT 2634 N. 40TH STREET

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 property owned by Shannon and Pearl McElfish in connection with a single family dwelling located at 2634 N. 40th Street.

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.

Planning Commission recommended approval with Option 4, with a time limit on the Bill of Assurance, to build sidewalk along 40th Street in front of their property when the city does street improvements. This is a five acre tract.

Alderman Reed moved the Resolution be adopted with Option 1 to grant the waiver. Alderman Ford made the second.

There was considerable discussion regarding the sidewalk.

The vote:

Yes: Ford, Lawson, Reed

No: Overton, Evans, Jaycox, Bruns, Watson

Motion failed.

Alderman Watson made the motion to adopt the Resolution with Option 4, with a 5 year Bill of Assurance. Alderman Bruns made the second.

The vote:

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

No: None

The Resolution was numbered 27-14.

PROPOSED ORDINANCE ORDERING THE RAZING AND REMOVAL OF A RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE LOCATED AT 413 WEST CENTER STREET

Chief Building Inspector Tom Evers presented a proposed ordinance ordering the razing and removal of a residential structure within the City of Springdale located at 413 West Center Street.

Russell Holman, representing his mother who owns the property, told the Council that he is planning on tearing down the structure and asked for more time.

Alderman Overton made the motion to table the Ordinance until the April 8, 2014 City Council meeting. Alderman Reed made the second.

The vote:

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

No: None

RESOLUTION NO. 28-14 – AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM JHT, LLC

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and the City Clerk of the City of Springdale to accept a gift of land (6.92 acres) from JHT, LLC. Construction for the relocation of Fire Station #2 out of the 2012 Bond Program is planned for this property.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM JHT, LLC.

WHEREAS, JHT, LLC, an Arkansas limited liability company, is desirous of making a gift of land to the City of Springdale, Arkansas, said land being more particularly described as follows:

Part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Eleven (11) in Township Seventeen (17) North, Range Thirty (30) West of the Fifth Principal Meridian, Washington County, Arkansas being further described as follows:

BEGINNING at the SE Corner of the said SE 1/4 of the SW 1/4 being a found aluminum monument stamped "RLS 1181"; thence along the said forty (4) acre tract south line, N87°37'19"W a distance of 777.55 feet to a set iron pin with cap "ESI COA 131"; thence leaving said south line N35°33'50"E a distance of 265.64 feet to a set iron pin with cap "ESI COA 131"; thence S88°10'27"E a distance of 32.14 feet to a set iron pin with cap "ESI COA 131"; thence N04°17'26"W a distance of 52.07 feet to a set iron pin with cap "ESI COA 131"; N60°33'25"E a distance of 710.00 feet

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to a found 5/8' rebar and the east line of said forty (4) acre tract; thence along said East line, S02°08'02"W a distance of 648.71 feet to the point of beginning.

Said tract or parcel of land containing 6.92 acres, more or less and subject to easements of record.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, accept the above described property from JHT, LLC.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 28-14.

ANNOUNCEMENTS

The City of Springdale will celebrate Arbor Day on March 8, 2014. Trees will be planted near Spring Creek Park.

"STATE OF THE CITY" ADDRESS BY MAYOR DOUG SPROUSE

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

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:23 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

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

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute an inspection, maintenance and repair agreement for emergency standby equipment for the annual amount of \$10,430.64

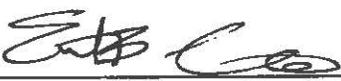
PASSED AND APPROVED this 11th day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



**ENGINE INSPECTION, MAINTENANCE, AND REPAIR AGREEMENT
EMERGENCY STANDBY EQUIPMENT**

United Engines, LLC. (Referred to as "U.E.") Agrees to provide City of Springdale referred to as "Customer"), and Customer agrees to accept and pay for the parts and services for the inspection and maintenance of the equipment listed in Exhibit A (referred to as "equipment") in accordance with the following terms and conditions:

1. Inspection and Maintenance. For a fixed Annual fee of \$ 9,504.00 U.E. shall inspect all of the Equipment 2 times per year on a prearranged schedule. This fixed fee will cover all labor, transportation, and parts listed in Exhibit B. However, if parts and supplies are needed to repair damage caused by abuse, theft, improper operation, acts of third parties, force of nature or alterations of the Equipment, Customer shall pay for repairs in accordance with paragraph 2. U.E. will run the Equipment unloaded, and at customer's request and in his presence will transfer load to generator set and make adjustments if needed.

2. Repair. If, during any of the inspections referred to above, U.E. determines that repairs other than the work listed in Exhibit B are necessary on the Equipment, U.E. shall notify Customer. If Customer authorizes these repairs, Customer agrees to accept and pay for the repairs at U.E. then current rates for parts, labor and travel expenses for U.E. locations to Customer's job site and return.

For Industrial Customers under Contract the following discounts will apply for any additional repairs requested or any unscheduled service calls:

- 50% mileage discount, and 20% discount on labor at applicable schedule rate.
- Current labor rate is \$ 112.00 per hour.

3. Payments. All payments terms are: Net 30 days with approved credit.

4. Warranty. U.E. agrees to perform the work referred to in Paragraphs 1 and 2 in a workman like manner. U.E. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF U.E. ARISING OUT OF SERVICES PERFORMED OR PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO U.E. IN NO EVENT SHALL U.E. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

5. Reports. After inspection and maintenance, U.E. shall report to Customer its findings in substantially the same form as Exhibit B. However, U.E. shall have no liability for any repairs, findings or recommendations made or for any failure to perform recommend repairs to the Equipment.

6. Terms. This agreement shall commence on the date listed below and shall remain in effect for the contract period. Upon expiration of the contract period the lease will automatically renew for an additional one year period with price adjustments not to exceed 6% per year until the customer or U.E gives 30 day notice prior to the next scheduled service date. Both Customer and U.E. agree that this is the only agreement on the subject and that it shall be construed, if necessary, in accordance with laws of the State of Oklahoma.

CUSTOMER NAME:

BY: _____

DATE:

BY: Chad Cole 918-828-4522
UNITED ENGINES, LLC.

DATE:

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Exhibit B

The following services shall be performed on the Equipment:

	Annually	Semi-Annually	Quarterly	Monthly
Change Oil	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
Change Oil Filters	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
Change Water Filters	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
Change Fuel Filters	<u>x</u>	<u> </u>	<u> </u>	<u> </u>
Change Air Filters	<u>Note</u>	<u>Note</u>	<u>Note</u>	<u>Note</u>
Check Air Filters and Indicators	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check Antifreeze and Inhibitor Levels	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check Antifreeze and Nalcool	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check Cooling System Vents for Plugging	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check Battery and Connections	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check Operations of Battery Charger	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check and Adjust Belts	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Replace Belts as Needed	<u>Note</u>	<u>Note</u>	<u>Note</u>	<u>Note</u>
Check Hose Connections and Condition	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Replace Fuel Hoses as Needed	<u>Note</u>	<u>Note</u>	<u>Note</u>	<u>Note</u>
Check Coolant Heater for Proper Operation	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check all Safety and Alarm Signals	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Overcrank Overspeed	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
High Temperature	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Low Oil	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Low Temperature	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Low Fuel	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Others:	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check and Grease Generator and Engine				
Fan Hub Bearings	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Inspect Air Intake and Exhaust Systems	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Check Fuel Systems	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Start, Run and Test Unit	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Transfer Test	<u>x</u>	<u>x</u>	<u>x</u>	<u>x</u>
Test fuel condition and add stabilizers	<u>Note</u>	<u>Note</u>	<u>Note</u>	<u>Note</u>
Load bank testing	<u>Note</u>	<u>Note</u>	<u>Note</u>	<u>Note</u>

NOTE: Items not included in the maintenance agreement unless covered under standard or extended warranty coverage. This work will be performed and invoiced separately -- Upon customer approval.

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RESOLUTION NO. _____

**A RESOLUTION APPROVING
RE-APPOINTMENTS TO THE
SPRINGDALE PLANNING COMMISSION.**

WHEREAS, Brian Powell, and Charles "Kevin" Parsley, have been serving on the Springdale Planning Commission, and

WHEREAS, the Mayor has recommended Brian Powell be reappointed to Seat #1, and Charles "Kevin" Parsley be reappointed to Seat #2, on the Springdale Planning Commission; said terms expiring January 31, 2018, in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that Brian Powell, Seat #1 and Charles "Kevin" Parsley, Seat #2 is hereby reappointed to the Springdale Planning Commission for four-year terms, with each term expiring January 31st, 2018.

PASSED AND APPROVED this 11th day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE 6,
SECTION 3.5(2) OF THE ZONING ORDINANCE
OF THE CITY OF SPRINGDALE, ARKANSAS AND
FOR OTHER PURPOSES.**

WHEREAS, Article 6, Section 3.5 of the Zoning Ordinance of the City of Springdale, Arkansas, contains regulations pertaining to temporary open-air enterprises;

WHEREAS, Article 6, Section 3.5 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended to allow temporary-air enterprises to operate at any special event in the City of Springdale without the need for a temporary open-air enterprise permit;

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 6, Section 3.5(2) of the Zoning Ordinance of the City of Springdale, Arkansas; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on March 4, 2014, 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 6, Section 3.5(2) of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

2. It shall be unlawful for any person to operate a temporary open-air enterprise unless:
 - a. The open-air enterprise is located in a C-1, C-2, or C-5 zone, or is operated on property designated for a special event,
 - b. Is not located within one hundred (100) feet of any property that is zoned residential pursuant to Article 4, Section 2,
 - c. The property on which the temporary open-air enterprise is to be located is in compliance with the dustproofing and paving requirements for parking as set forth in Article 7, Section 8, and
 - d. The person has obtained a license from the city clerk's office, including the posting of a bond if such bond is required under this chapter.

Section 2: All other provisions of Article 6, Section 3.5 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 3: Emergency Clause. 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 _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 42-93(a) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that Section 42-93(a) of the Code of Ordinances of the City of Springdale, Arkansas, needs to be clarified to provide that all graffiti will be removed from any structure on which graffiti is viewable from a public or quasi-public place in the City of Springdale, Arkansas;

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Section 42-93(a) of the Code of Ordinances of the City of Springdale, Arkansas, be amended.

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

Section 1: Section 42-93(a) of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 42-93. Right of city to remove.

- (a) Whenever the city becomes aware, or is notified and determines that graffiti is so located on the exterior of a building, structure, such as fences or walls, or utility boxes or poles, on public or privately owned property viewable from a public or quasi-public place within the city, the city shall be authorized to use public funds for the removal of graffiti from the entire exterior of the building affected same, or for the painting of graffiti from the entire exterior of the building affected same, but shall not authorize or undertake to provide for the painting of any more extensive area than where the graffiti is located, unless the director of public works, or his designee, determines that a more extensive area is required to be repainted in order to avoid an aesthetic disfigurement to the neighborhood or community.

Section 2: All other provisions of Chapter 42-93 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified 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.

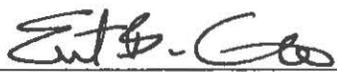
PASSED AND APPROVED this _____ day of _____, 2014.

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
CONTRACT FOR ENGINEERING SERVICES FOR
DESIGN OF A MATERIAL STORAGE BUILDING**

WHEREAS, resolution number 14-14 amending the 2014 budget of the Public Works Department transferring funds from the Materials/Asphalt account and the Contract Labor/Paving account to the Equipment account and the Building Improvements account was passed and approved on January 28, 2014 \$150,000 of which was allocated for construction of a salt/grit storage building, and

WHEREAS, the salt/grit storage building requires engineering design consulting services, and

WHEREAS, USI Consulting Engineers, Inc., has submitted a contract for engineering consulting services in the amount of \$19,699, a copy of which is attached to this resolution, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with USI Consulting Engineers, Inc., for design services for a material storage building in the amount of \$19,699.

PASSED AND APPROVED this 11th day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
MATERIAL STORAGE BUILDING
CITY OF SPRINGDALE PROJECT NO. _____
USI PROJECT NO. 1409013

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, USI CONSULTING ENGINEERS, INC., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvement within the City of Springdale, hereinafter referred to as PROJECT:

Construct an adequately sized clear-span materials storage facility that will house salt and mineral aggregate; provide support slabs for liquid beet juice and liquid chloride storage; and provide a staging or mixing area and truck loading zone as further defined in Attachment "A".

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

ARTICLE I
GENERAL

Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification

reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
- 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

ENGINEER: USI CONSULTING ENGINEERS, INC
4847 Kaylee Avenue
Springdale, AR 72762

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this

AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER's profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE V RESPONSIBILITIES OF THE CITY

Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.

- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

Sec. 6.4. Excess Liability Umbrella Form

Bodily injury and Property Damage Combined Including: (See Note 1)

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

Sec. 7.1. The CITY agrees to indemnify and hold harmless the ENGINEER from and against any and all claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or property damage, costs and expenses and fees that are asserted against the ENGINEER and that arise out of or result from negligent acts or omissions by the CITY, its employees, agents and representatives in performing the work.

Sec. 7.2. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to

approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

- Sec. 7.3. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER

pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

**ARTICLE XII
TERMINATION**

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").

Sec. 13.1 Contract Time for Concept, Preliminary, and Final Design phases shall begin on the date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

USI CONSULTING ENGINEERS, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Charles R. Nickle, CEO
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Terry W. Carpenter, President
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

MATERIAL STORAGE BUILDING

CITY OF SPRINGDALE PROJECT NO. _____

USI PROJECT NO. 1409013

1. Scope of Project

- a. The Project shall consist of a single clear-span pre-engineered fabric structure that will be sized to contain approximately a normal one-year volume of salt and mineral aggregate to treat the City's streets during winter.
- b. Provide design and construction documents for installation of the foundation, storage slab and loading areas. The pavement material will be selected in cooperation with the City Public Works Department.
- c. Work with Public Works staff in selecting an appropriate location which is to be located on existing Public Works property off Randall Wobbe Road.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. Topographic Surveys

- a. Establish base line on the site and set a minimum of two monuments with caps stating "USI Control" to facilitate proper location of the facilities. Survey control shall be established on the State Plane Coordinate System.
- b. Locate structures, streets, driveways, storm drains, trees and other features within the general project area and extending to the connecting street for the purpose of evaluation of truck accessibility.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.).

- d. Set temporary bench marks for construction.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Geotechnical Investigations

No geotechnical investigation is currently planned. However, should one become necessary, Engineer will assist City in determining the necessary information to be obtained.

5. Design Phase

- a. Consult with Public Works on adequate sizing of the storage facility to stay within the budget.
- b. Develop preliminary facility layout for staff review.
- c. Develop contract drawings and specifications suitable for construction by City staff and subcontractors.
- d. Prepare a Storm Water Pollution Prevention Plan (SWPPP).

6. Construction Phase Services

During the construction phase of work, the Engineer will accomplish the following:

- a. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

7. Project Deliverables

- a. Two copies of the Preliminary Plans.
- b. Two copies of the Final Plans and Specifications.
- c. Electronic files as requested.

8. General

- a. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- c. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- d. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- e. The ENGINEER should anticipate a 21 calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- f. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
- g. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT "B"

SCHEDULE

**PROFESSIONAL SERVICES AGREEMENT
between
THE CITY OF SPRINGDALE, ARKANSAS
and
USI CONSULTING ENGINEERS, INC.
for
MATERIAL STORAGE BUILDING**

**CITY OF SPRINGDALE PROJECT NO. _____
USI PROJECT NO. 1409013**

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Design 15 calendar days from Notice to Proceed
- Preliminary Design 30 calendar days after approval of Conceptual Design
- Final Design 30 calendar days after approval of Preliminary Design

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

MATERIAL STORAGE BUILDING

CITY OF SPRINGDALE PROJECT NO. _____
USI PROJECT NO. 1409013

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

C-1

02-19-2014

ATTACHMENT "D"

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

MATERIAL STORAGE BUILDING

CITY OF SPRINGDALE PROJECT NO. _____

USI PROJECT NO. 1409013

CITY shall pay ENGINEER for Basic Services rendered in the lump sum amount of \$19,699 plus reimbursable expenses, as follows:

- **Basic Services:** Payment by CITY shall be based on services rendered by the Engineer and shall be as set forth for the following payment categories.

Topographic/Design Surveys \$ 2,123

Design Phase \$14,872

TOTAL Basic Services \$16,995

- **Construction Phase \$ 2,704**

TOTAL Construction Services \$ 2,704

- **Reimbursable Expenses:** CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic Services. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for printing and reproduction costs and ENGINEER's consultant charges. Any and all expenditures for reimbursable expenses must be approved by the CITY prior to rendering or obtaining same. Overtime salary costs are not considered Reimbursable Expenses. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

TOTAL Reimbursable Expenses \$ 200

ENGINEER shall submit invoices monthly for services rendered and expenses borne.

EXHIBIT 1

**TO PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
MATERIAL STORAGE BUILDING**

**USI CONSULTING ENGINEERS, INC.
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2014**

<u>Classification</u>	<u>Hourly Rate</u>
Engineer X.....	\$189.00
Engineer IX.....	\$179.00
Engineer VIII.....	\$169.00
Engineer VII.....	\$159.00
Engineer VI.....	\$149.00
Engineer V.....	\$139.00
Engineer IV.....	\$124.00
Engineer III.....	\$109.00
Engineer II.....	\$ 93.00
Engineer I.....	\$ 77.00
Engineering Technician V.....	\$102.00
Engineering Technician IV.....	\$ 83.00
Engineering Technician III.....	\$ 66.00
Engineering Technician II.....	\$ 56.00
Engineering Technician I.....	\$ 49.00
Executive Assistant	\$ 61.00
Administrative III.....	\$ 55.00
Administrative II.....	\$ 47.00
Administrative I.....	\$ 41.00
Survey Manager	\$ 97.00
Survey Crew (1-man)	\$105.00
Survey Crew (2-man)	\$160.00

- GPS and robotic surveying equipment will be billed at \$50.00 per hour when utilized
- Hourly rate schedules will be adjusted annually each January
- Mileage will be billed at the current approved Federal rate

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY (USGS) FOR MONITORING SPRING CREEK

WHEREAS, in order to address the City's MS4 Storm Water Permit, funding is necessary for monitoring Spring Creek to provide baseline information on the creek with respect to flow, nutrient and pollutant levels; and

WHEREAS, the City of Springdale has historically partnered with the USGS in order to provide this service; and

WHEREAS, included in the 2014 budget is funding to enter into a joint funding agreement with the United States Department of the Interior, U. S. Geological Survey for sampling of Spring Creek to continue to provide baseline information on the creek on a cost sharing basis.

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 enter into a joint funding agreement with the United States Department of the Interior, U. S. Geological Survey, a copy of which is attached as Exhibit "A", for sampling of Spring Creek to provide baseline information on the creek on a cost sharing basis.

PASSED AND APPROVED this _____ day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Arkansas Water Science Center
401 Hardin Road
Little Rock, Arkansas 72211
Telephone: (501) 228-3600
Fax: (501) 228-3601
DUNS: 949284129

February 14, 2014

The Honorable Doug Sprouse
Mayor, City of Springdale
201 Spring Street
Springdale, AR 72764
(479) 750-8550
DUNS: 075661694

Dear Mayor Sprouse:

Enclosed is a Joint Funding Agreements (JFA) for sampling, operating and maintaining two streamflow gaging stations on Spring Creek. Please sign the original JFA and return them to us.

Work performed with funds from these agreements will be conducted on a fixed-price basis and billed quarterly. We acknowledge Laura Favorite (479) 750-8177, to be the administrative contact for this project. Our billing contact is Suzanne Abernathy (501) 228-3603.

The results of all work under these agreements will be available for publication by the U.S. Geological Survey and can be accessed by using the following link <http://ar.water.usgs.gov/>.

We look forward to working with you during this project. If you have any questions or comments, please contact Dan Wagner at (479) 442-4888 ext. 201.

Sincerely,

David A. Freiwald
Director

Enclosure

JEF:rkc

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

Customer #: AR051
Agreement #: 14E4AR051AR0220
Project #:
TIN #: 71-6015810
Fixed Cost Agreement YES

JOINT FUNDING AGREEMENT

FOR
Water Resources Investigations

THIS AGREEMENT is entered into as of the, 14th day of February, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF SPRINGDALE, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for operating, maintaining and sampling 2 streamflow gaging stations on Spring Creek in Springdale, Ark. herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of
 - (a) by the party of the first part during the period

Amount	Date	to	Date
\$3,000.00	January 1, 2014		December 31, 2014
 - (b) by the party of the second part during the period

Amount	Date	to	Date
\$29,800.00	January 1, 2014		December 31, 2014
 - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior
USGS Point of Contact**

CITY OF JONESBORO

Name: David A. Freiwald
Address: USGS Arkansas Water Science Center
401 Hardin Road
Little Rock, AR 72211
Telephone: (501) 228-3618
Email: freiwald@usgs.gov

Name: Doug Sprouse
Address: City of Springdale
201 Spring Street
Springdale, AR 72764
Telephone: (479) 750-8550
Email:

Signatures and Date

Signature: 	Date: 2/14/14	Signature: _____	Date: _____
Name: David A. Freiwald	Title: Director	Name: Doug Sprouse	Title: Mayor

Signature: _____	Date: _____	Signature: _____	Date: _____
Name: _____	Title: _____	Name: Denise Pearce	Title: City Clerk

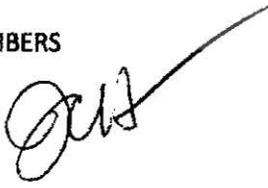
SPRINGDALE DISTRICT COURT

CITY ADMINISTRATION BUILDING
201 N. SPRING STREET
SPRINGDALE, ARKANSAS 72764
(479) 750-8143

JEFF C. HARPER
DISTRICT JUDGE

BETTY LEE
COURT CLERK

TO: SPRINGDALE CITY COUNCIL MEMBERS

FROM: JEFF C. HARPER, DISTRICT JUDGE 

DATE: FEBRUARY 27, 2014

RE: REQUEST FOR EXPENDITURES

On the agenda for the Finance Committee, are several requests by the District Court to expend money. The first request, and the largest, involves the installation of a comprehensive case management system. I am proposing that the District Court leave its current program, and go to Virtual Justice, which is a product of MSI Consulting Group, LLC. This product was designed specifically for Arkansas district courts, and is currently being used by every District Court in Washington County, except for Springdale. I have studied the computer program since I became District Judge on January 1, 2013, and I believe this program (Virtual Justice) would allow the Court to be much more efficient. Currently, we are not able to automatically issue a warrant when someone fails to pay their fine and costs. This new program issues a warrant automatically when fines and costs are not paid as agreed. The Springdale District Court has departments in Elm Springs and Johnson, besides Springdale, and Elm Springs and Johnson are much more efficient in tracking monies owed to their court. The biggest expense in going to this new program is that the conversion of our current records into the new system is \$100,000. I have attached all the cost information from MSI Consulting. All these costs involve District Court related technology and therefore can be paid from the District Court Automation Fund. I currently have \$224,000.00 in this fund (see email from Laura Favorite). There is an Ordinance waiving competitive bidding and a Resolution making the budget adjustments for all 2014 costs related to this request. I have involved the Springdale IT Department in this matter and the proposal made by MSI Consulting came after they worked with our IT Department in determining the nature of the work they would have to put all our current records in their system.

The next Resolution involves certain purchases, some of which you authorized last year, for security to the Court. In addition, there is a request for a system to allow the Court to purchase all the technology to play video evidence in the courtroom, with all parties being able to see the video. We are currently lacking in this area and it is a major ordeal for the Court to review video evidence in the courtroom. The total to finish the security related technology projects, including adding a camera in the courtroom to allow court personnel to see all spectators, and the technology to see videos in the courtroom, will not exceed \$15,000 (I believe this amount is high and it should be less). Again, all this involves technology

related purchases for the Court and therefore the funds from the District Court Automation Fund can be used.

The final matter I have is an Ordinance allowing the Court to enter into a contract with Advanced Information Management for the imaging and archiving of District Court records. I already budgeted an adequate amount of funds to pay for this project, so there will be no change to the 2014 budget. The ordinance just allows the City to enter into the contract and waive competitive bidding because this is an ongoing project. Most of the criminal records were archived last year and if you look at Advance Information Management's proposal, we plan to complete the rest of the projects this year except the imaging (archiving) of the old traffic records, which I do not think we need to do at this time.

Thank you for your consideration on these matters.

ORDINANCE _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MSI CONSULTING GROUP, LLC, TO PROVIDE A COMPREHENSIVE CASE MANAGEMENT SYSTEM (VIRTUAL JUSTICE) FOR THE SPRINGDALE DISTRICT COURT; TO WAIVE COMPETITIVE BIDDING, TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the Springdale District Court has proposed the installation of a comprehensive case management system (Virtual Justice);

WHEREAS, the cost for data conversion from the existing court system will cost a one-time fee of \$100,000.00 (see MSI proposal dated January 14, 2014, which is incorporated herein by reference);

WHEREAS, after data conversion, the system setup, configuration and installation, and training will cost \$19,050.00 plus tax (see proposal dated January 15, 2014, which is incorporated herein by reference);

WHEREAS, for 30 users, the cost will be \$1,800 per month plus tax (see page 2 of January 15, 2014 proposal);

WHEREAS, all the above listed expenses can be paid for from the district court automation fund, as they are expenses for district court related technology (Ark. Code Ann. Section 16-13-704);

WHEREAS, every District Court in Washington County, Arkansas, except for the Springdale Department of the Springdale District Court, are using the Virtual Justice software (including Johnson and Elm Springs, both Departments of the Springdale District Court);

WHEREAS, this technology will make the Springdale District Court more efficient in collecting monies owed to the Court, as delinquent payers are identified automatically by the software, and the software also contains a civil /small claims software program for the Court;

WHEREAS, the City Council finds that the requirement for competitive bidding is not feasible or practical in this case because of the exceptional circumstances of there being very few vendors having a product designed specifically for an Arkansas district court, all district courts in Washington County, Arkansas are using the software with good results, it would help the Springdale District Court to be more efficient if their software was consistent with all other district courts in Washington County, and especially those courts within the Springdale District Court's jurisdiction;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor, on behalf of the Springdale Department of the Springdale District Court, is authorized to enter into a contract with MSI Consulting Group, LLC, to provide a comprehensive case management system for the Court for a total price not exceeding \$125,000.00, and further is authorized

to enter into a lease agreement at an initial cost of \$1,800 per month (which will provide 30 user systems); **BE IT FURTHER ORDIANED**, that the City Council finds that the requirement for competitive bidding is not deemed feasible or practical because of the exceptional circumstances set out in this Ordinance, and therefore, the requirement of competitive bidding is waived under Ark. Code Ann. Section 14-58-303.

EMERGENCY CLAUSE: The City Council hereby finds 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 its passage and approval.

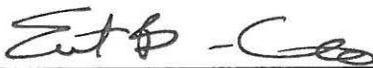
PASSED AND APPROVED this _____ day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

RESOLUTION _____

**A RESOLUTION AMENDING THE 2014 BUDGET OF
THE SPRINGDALE DISTRICT COURT**

WHEREAS, the Springdale District Court has proposed the installation of a comprehensive case management system (Virtual Justice) and the City Council of the City of Springdale, Arkansas has approved the proposal;

WHEREAS, all expenditures qualify for payment from funds in the Court Automation Fund, which can be used for District Court related technology;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Springdale District Court is hereby amended as follows with the increases to be paid from the District Court Automation Fund:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present</u>		<u>Decrease</u>	<u>Proposed</u>
			<u>Budget</u>	<u>Increase</u>		<u>Budget</u>
District Court	205-0103-413.70-05	Travel/Training	\$7,600	\$ 5,762		\$ 13,362
District Court	205-0103-413.51-10	ComputerMain.	\$4,000	\$115,804		\$119,804
District Court	205-0103-413.80-50	Capital	\$ 0	\$ 15,146		\$ 15,146

PASSED AND APPROVED this _____ day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

Jeff Harper

From: Bryan Smith <bryan.smith@msicg.com>
Sent: Wednesday, January 15, 2014 9:30 AM
To: 'Jeff Harper'
Cc: 'Jerry Selby'
Attachments: Proposal - Springdale.doc; Data Conversion Proposal - Springdale.doc

Judge Harper,

This email replaces the one I sent yesterday. This one includes the updated proposal for 30 users.

Please find attached the 2 proposals that we discussed today on the phone.

1. Virtual Justice Case Management System Proposal
2. Data Conversion Proposal

I will also be sending you hard copies of each proposal via mail.

Please let me know if you have any questions about either of these proposals.

We look forward to working with you & your staff on this project.

Thank You.

Bryan D. Smith
Vice President
MSI Consulting Group, LLC
(479) 452 - 0560
(479) 452 - 0638 (Fax)



MSI Consulting Group, LLC

2120 S. Waldron, Suite C-312 • Fort Smith, Arkansas 72903 • (479) 452-0560 • Fax: (479) 452-0638 • www.msicg.com

February 27, 2014

Judge Jeff Harper
Springdale District Court
201 Spring Street
Springdale, AR 72764

Dear Judge Harper,

Please accept this proposal for our comprehensive case management system - **Virtual Justice[®]**.

Virtual Justice[®] is a comprehensive case management system that combines the latest technology with over 80 years of combined experience in court case management system design and development. This product was first installed in February of 2002 and is currently being used in over 160 courts in the state of Arkansas. With the arrival of VJ, MSI will continue its vision and supremacy in court innovation by leading the world into a new era of court technology.

We are very excited about our innovative pricing structure, giving our customers the option of leasing the software. It is our experience that it's easier for most courts to handle a moderate initial fee, with an affordable monthly lease payment, rather than allocate a large amount to purchase the software. Also, our lease option fully complies with state laws concerning lease agreements with city and county governments.

Also, with the passage of Act 1809 of 2001, money has been earmarked specifically for local court automation, thus allowing your new court software to be paid for by these increased special fees.

This proposal details the price of our lease option. The price includes the software installation, initial system setup, initial system configuration, training, and detailed user documentation, but does not include sales tax.

In addition, a high speed internet connection, or some alternative remote access method, will be required to allow for remote software support from the MSI offices as needed.

Because you are replacing another computerized court software product, data file conversion is always an issue. The process of converting the data files from your existing software product over to VJ can be complicated & must be evaluated. We have completed evaluating your existing system and the price for your data conversion will be quoted separately.

Judge Jeff Harper
Springdale District Court
February 27, 2014
Page - 2

PROPOSAL: SPRINGDALE DISTRICT COURT
30 - USER SYSTEM (CRIMINAL & CIVIL)

LEASE OPTION - Both Criminal & Civil Modules

Virtual Justice® System Setup, Configuration & Installation:	\$13,800.00
Training (70 Hours @ \$75.00 / Hour):	<u>\$ 5,250.00</u>
Total:	\$19,050.00 (One Time Fee + Tax)

Plus

Monthly Software Lease Payment: \$ 1,800.00 (Monthly Fee + Tax)

(Lease Agreement Is Perpetual For As Long As You Use The Software, But Can Be Terminated By Giving 60 Days Prior Written Notice)

We hope you join the VJ team very soon! Add **Springdale District Court** to our large family of satisfied court customers and start receiving the outstanding benefits of the **#1 Choice** in court technology software in Arkansas - Virtual Justice® !!

Please contact us at (479) 452-0560, or e-mail at bryan.smith@msicq.com if you have any questions.

Sincerely,

Bryan D. Smith
Vice President

Enclosures



MSI Consulting Group, LLC

2120 S. Waldron, Suite C-312 • Fort Smith, Arkansas 72903 • (479) 452-0560 • Fax: (479) 452-0638 • www.msicg.com

February 27, 2014

Judge Jeff Harper
Springdale District Court
201 Spring Street
Springdale, AR 72764

Dear Judge Harper,

Please accept this proposal for data conversion from your existing court software file structure to the database format used by our comprehensive case management system - **Virtual Justice®**.

Our conversion prices are calculated based on the estimated amount of time and resources that will be needed to complete this process. The process of converting the data files from your existing software product over to VJ can be complicated and very time consuming. We have preliminarily evaluated your current data structure to assist us in determining this proposal amount.

This price is also based on the successful delivery of your current files - extracted from your existing court system, and the file layouts identifying the content of the extracted data.

Please be advised, MSI can only convert electronic data transactions that were entered into your existing court system. MSI cannot process manual transactions (Ex: Manual Money Disbursements & Manual Adjustments) that were not entered into your court system. Furthermore, MSI will not be responsible for any data that is corrupt due to viruses, hardware malfunctions, or other physical acts that has damaged your existing data.

PROPOSAL: SPRINGDALE DISTRICT COURT – ALL COURT DATA EXCLUDING CIVIL & SMALL CLAIMS

Data Conversion From Existing Court System: \$100,000.00 (One Time Fee)

(Note: Data Conversion Is Tax Exempt Per Arkansas Law)

Please contact us at (479) 452-0560, or e-mail at bryan.smith@msicg.com if you have any questions.

Sincerely,

Bryan D. Smith
Vice President

Jeff Harper

From: Laura Favorite <lfavorite@springdalear.gov>
Sent: Wednesday, February 19, 2014 5:00 PM
To: Jeff Harper
Subject: Court Automation Fund

Jeff,

You currently have approximately \$224,000 in court automation funds. Your average monthly collections for 2013 were \$3,000. The average collections for 2014 are \$2,800.

Please let me know if you need any other information.

Laura Favorite

Finance Director
City of Springdale
201 Spring St
Springdale, AR 72764
Direct line: 479-750-8177
Email: lfavorite@springdalear.gov

Resolution No _____

**A RESOLUTION AMENDING THE 2014 BUDGET OF THE
SPRINGDALE DISTRICT COURT AND AUTHORIZING CERTAIN
PURCHASES BY THE DISTRICT COURT**

WHEREAS, by Resolution number 173-13, passed by the City Council of the City of Springdale, Arkansas, on November 26, 2013, the Council authorized certain expenditures related to technology in the District Court, which were to be paid from the District Court Automation Fund;

WHEREAS, of the \$12,000.00 in expenditures authorized, \$5,759 was not spent in 2013 because the product was not delivered and the work was not completed in 2013, but will be completed in 2014, and will need to be paid in 2014, and involved technology related to security in the Court, so it is necessary to make a budget adjustment to allow for payment in 2014;

WHEREAS, the District Judge has requested additional technology be acquired and that the District Court Automation Fund be used to fund the purchases and these expenditures include the implementation of a computer generated video system to allow video evidence to be shown in the District Court courtroom so that all parties involved can see the video, and an additional camera to monitor the entire seating area of the courtroom, which enhances security;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the District Judge or Mayor are authorized to make the above described purchases, and all the purchases will not exceed \$15,000, and the budget of the District Court for 2014 shall be amended as follows (with all payments qualifying as District Court related technology to be paid from the District Court Automation Fund):

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present</u>		<u>Proposed</u>
			<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>
District Court	205-0103-413.51-01	Bulding Maint.	0	\$7,500	\$ 7,500
District Court	205-0103-413.80-50	Capital	\$15,146	\$7,500	\$22,646

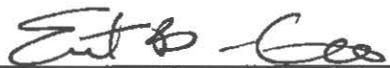
PASSED AND APPROVED THIS _____ **day of March, 2014.**

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE DISTRICT COURT TO ENTER INTO
A CONTRACT WITH ADVANCED INFORMATION MANAGEMENT FOR
IMAGING (ARCHIVING) OF COURT RECORDS; TO WAIVE COMPETITIVE
BIDDING AND FOR OTHER PURPOSES.**

WHEREAS, Advanced Information Management has been contracted by the City of Springdale, Arkansas, to image (archive) records of the Springdale District Court, as well as the Springdale Police Department;

WHEREAS, Advanced Information Management has made a proposal to the Springdale District Court which would allow for additional court records to be imaged (archived) in 2014, which consists 2005-2012 traffic records, 2011 and 2012 criminal records, civil case records, and small claims records, for a total cost of \$51,108.00;

WHEREAS, a proposal from Advanced Information Management to archive these records is incorporated herein by reference, which consists of two pages, including the pricing for each set of records (the 2004 and older traffic records are not going to be scanned and archived at this time so the cost of that project is not included in the total of \$51,108.00 set out above);

WHEREAS, Advanced Information Management has just completed imaging (archiving) the criminal records of the Springdale District Court from 1982-1998, which was started in 2013 and completed in 2014 (approved by Ordinance 4729 and Resolution 127-13);

WHEREAS, competitive bidding is not feasible or practical as Advanced Information Management has performed all the imaging of other similar court records for the District Court up to the present time, and it would be impractical to change companies in the middle of the entire job (archiving all the District Court records);

WHEREAS, the money to fund this contract has already been budgeted in the 2014 budget of the Springdale District Court under professional services and should be paid from the District Court Automation Fund, which can be used for court related technology;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor, on behalf of the District Court, is authorized to enter into a contract with Advanced Information Management for the total amount not to exceed \$51,108.00 to perform the work set out above; **BE IT**

FURTHER ORDAINED that competitive bidding is not deemed feasible or practical for the exceptional circumstances set out in this Ordinance and therefore competitive bidding is waived under Ark. Code Ann. Section 14-58-303.

EMERGENCY CLAUSE: The City Council hereby finds 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 its passage and approval.

PASSED AND APPROVED this _____ day of March, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



**PROPOSED SCANNING PROJECTS
FOR THE CITY OF SPRINGDALE
February 14, 2014**

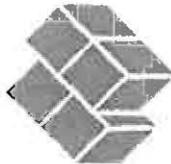
Traffic	Estimated Images	Cost per Image	Total Cost	Completion time
2004 and older	565,000	\$ 0.17	\$ 96,050.00	14 Weeks
2005 - 2011	135,000	\$ 0.17	\$ 22,950.00	4 Weeks ✓
2012	15000	\$ 0.17	\$ 2,550.00	3 Days ✓
Total Traffic			\$ 121,550.00	

Criminal	Estimated Images	Cost per Image	Total Cost	Completion time
2011	8200	\$ 0.22	\$ 1,804.00	4 Days
2012	8200	\$ 0.22	\$ 1,804.00	4 Days
Total Criminal			\$ 3,608.00	

Civil	Estimated Images	Cost per Image	Total Cost	Completion time
Old Warehouse	80,000	\$ 0.11	\$ 8,800.00	7 Weeks

Small Claims	Estimated Images	Cost per Image	Total Cost	Completion time
Old Warehouse	120,000	\$ 0.11	\$ 13,200.00	9 Weeks

TOTALS: \$ 147,158.00 36 Weeks, 1 Day



**PROPOSED SCANNING PROJECTS
FOR THE CITY OF SPRINGDALE
February 14, 2014**

CONTINUED

The charges indicated on the scanning proposal contain the following services:

SCANNING:

- Pickup and delivery of records
- Supplying transport boxes
- Scanning documents in Tiff format, convert to PDF
- Verifying all images to documents scanned

PREPPING:

- Removing staples, paper clips, etc.
- Removing sticky tabs and any other obstructions
- Bar-code Sheet placement

INDEXING:

- Verifying all indexes to the images
- Specifically for each department:

TRAFFIC:

- Naming files by Defendant, Case Number and Date of Birth

CRIMINAL:

- Naming files by Defendant, Case Number and Date of Birth

CIVIL:

- Naming files by Plaintiff, Defendant and Case Number

SMALL CLAIMS:

- Naming of files by Plaintiff, Defendant and Case Number

All scanning will be done in our record center which is security monitored 24 hours per day. All personnel are bonded and all work is guaranteed to meet your satisfaction. After scanning, records may be delivered back or be stored in our state-of-the-art records center.

Don Keller, CRM
Managing Partner

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
VALLEY HARVEST MINISTRIES, INC. ARE
DEFENDANTS.**

WHEREAS, the City of Springdale filed a lawsuit against Valley Harvest Ministries, Inc., to condemn a tract of land for the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tract 4;

WHEREAS, the City of Springdale deposited the sum of \$468,000.00 into the Registry of the Court as estimated just compensation for Valley Harvest's property;

WHEREAS, Valley Harvest has extended an offer to settle the condemnation lawsuit for the total sum of \$1,367,041.50, which will include the entire 6.33 acre tract of land;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$899,041.50 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 Valley Harvest condemnation lawsuit for the total sum of \$1,367,041.50.

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:

MEMORANDUM

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynnda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

TO: City Council - Mayor Sprouse
FROM: Ernest Cate, City Attorney
RE: City of Springdale v. Valley Harvest
DATE: March 3, 2014

If you will recall, the City Council approved the condemnation of land in connection with the Don Tyson - I-540 Interchange Project. One of these tracts of land is owned by Valley Harvest Ministries. The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent domain. The City Attorney's office filed the eminent domain action and obtained an Order of Possession. At the time the City filed this case, the amount of \$468,000 was deposited with the court as the City's estimate of just compensation to be paid to Valley Harvest. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Reed & Associates, Inc.

The attorney for Valley Harvest has indicated that they would now be willing to settle this case for the amount of \$4.95/sq. ft., which is just slightly above what the City paid for property owned by 4&P, LLC, and Victory Church (west of I-540). However, the City's appraiser did value the Valley Harvest property as being worth more than those other properties.

At the time of the taking, the City acquired 5.94 of the 6.33 acres owned by Valley Harvest, with the remaining 0.39 acres being an "uneconomic remnant". The settlement proposal now submitted by Valley Harvest requests that the City take the entire 6.33 acre tract, including the 0.39 acres not previously taken by the City. At \$4.95/sq. ft., this would be total compensation of \$1,367,041.50 for

ErnestCa/2014misc/memoValleyHarvest

the entire 6.33 acres tract. In other words, Valley Harvest is asking for an additional amount of \$899,041.50 to settle this case.

In the alternative, Valley Harvest may be willing to settle with the City taking only the 5.94 acres already taken by the City. At \$4.95/sq. ft., the total compensation would be \$1,281,446.10. In this alternative, Valley Harvest would be asking for an additional amount of \$813,446.10 to settle this case.

It is my opinion that the City of Springdale should pay either of these additional amounts to settle this case. If you will recall, this case was presented to Committee in September of 2013 for purposes of a proposed settlement. At that time, the property owner was willing to settle for a total of more than what his now offered. This new offer represents an offer that is substantially less than originally proposed. Additionally, this new offer is consistent with what the City paid to settle the 4&P, LLC, and Victory Church (west of I-540) cases. I appreciate your consideration of this request.

For your information, I have enclosed a copy of the settlement statement offered by Valley Harvest.

City of Springdale v. Valley Harvest Ministries
Case No. CV 2012-311-4

Date of Taking: 12/27/2012

Deposit: **\$468,000** (\$ 1.75 per s/f + \$15,000 in severance damages)

Size before taking: 6.33 acres (275,090 s/f Reed); 6.34 acres (276,170 s/f - Carlson)

Area of taking: 5.94 acres (258,878 s/f)

Size After taking: .39 acre (17,031 s/f with no access)

Severance Damages: Yes

Landowners' Appraisals: Thurman (adjacent property): **\$2,423,543** (\$8.81 s/f); Carlson: **\$1,518,500** (\$5.50 s/f)

Facts: Valley Harvest Ministries purchased this property in 2003. The property was purchased for a future church location that would accommodate a large campus. The property was later appraised by The Real Estate Consultants for \$900,000 in 2007. That report notes that the real estate market had experienced a downturn. Even at that time, the land appraised for \$3.26 per s/f. According to the Reed appraisal, the recession ended in June of 2009, so we can clearly expect higher values as of late 2012 and early 2013, when this land was taken. As evidence of the land's value, Valley Harvest conveyed a sign easement of about 3,200 s/f for approximately \$130,000 in 2006, which equals \$40.00 per s/f. Valley Harvest also had a written offer from a buyer who wanted to purchase the property for \$1,880,769 in 2007.

This property is close to the interchange at Goad Springs Road and has the best visibility from I-540 of any property in the area. The property is zoned C-2 and all of the appraisers agree that its highest and best use is for commercial development. However, Tom Reed used comparable sales of R-O and R-A property, and he avoided comparable sales of commercial property along I-540. This is significant in that his report recognizes that I-540 is the primary north-south transportation route for the entire region. Sales along other roads are predictably much lower. On one of his sales (#1), he indicates that the usable size adjustment supports a per s/f value of \$5.53, yet he left the value at \$3.73 and ultimately set the value of the subject property at \$1.75 - a fraction of the prior appraisal. The other appraisals, using C-2 sales along I-540, support a current valuation of \$7.00 to \$8.00 per s/f. It is worth noting that Reed appraised this property at a significantly higher value than he did the nearby properties taken in for this project.

The entire area of the taking must be included in the compensation awarded. The remaining .39 acres (17,031 s/f) will have no access. Reed's report recognizes that this land has "the possibility of being a non-economic remnant." The fact is that it is not usable. Therefore, we have included the full value of this additional land in our calculations.

Exposure at trial:

Because the Reed appraisal is so much lower than the first report done six years ago after the market downturn, we do not believe the jury will give it any credence. We believe that a jury will award something between the Thurman valuation of \$2,423,543 (\$8.81 s/f) and Carlson: valuation of \$1,518,500 (\$5.50 s/f). The landowner will testify to a value of \$1,880,769. There is strong support for that value based on the offer that was received. They are willing to settle for the \$4.95 per s/f, for the entire property, which equals \$1,367,041.50. We believe the jury is

most likely to award something between \$1,518,500 and \$1,880,769, so this offer would potentially save the City more than \$513,728.

Potential Exposure: \$1,880,769

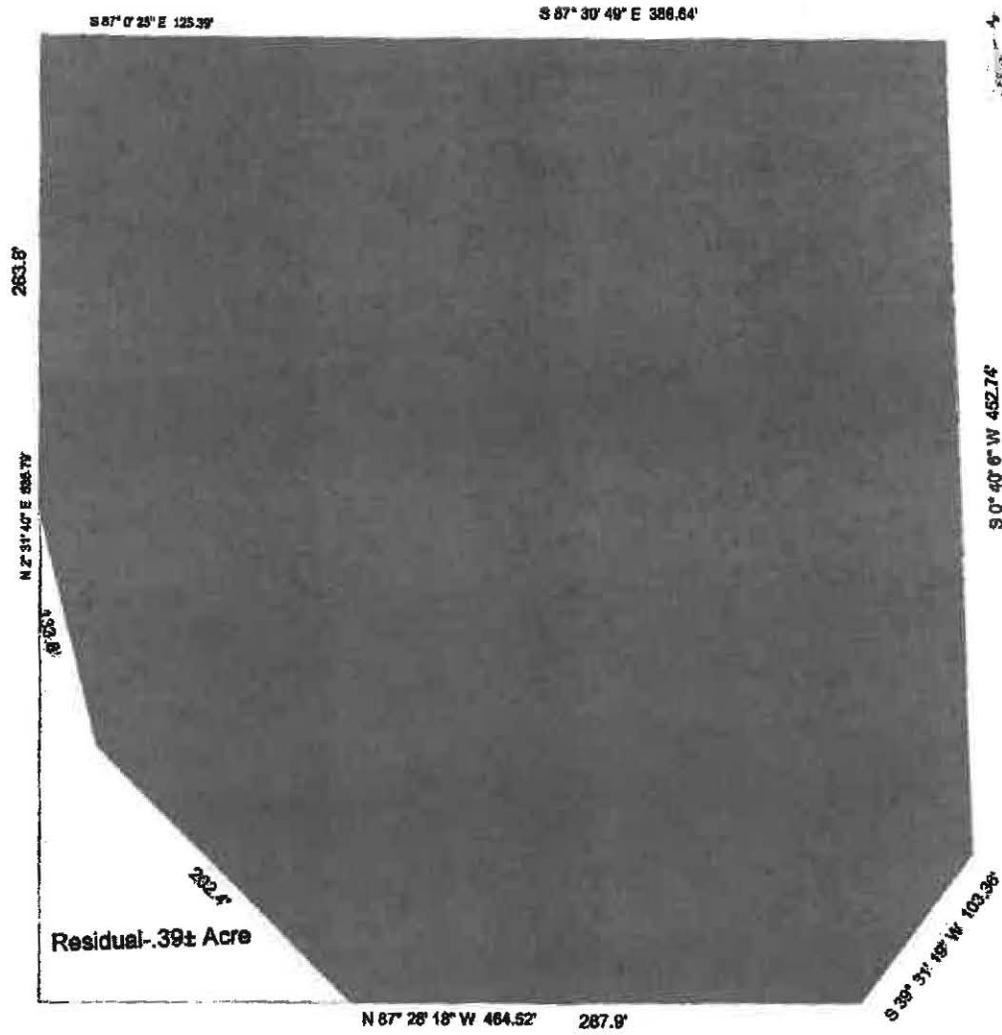
Settlement offer: \$1,367,041.50



SITE SKETCH

6.33± Acres

Acquisition Area 4-5.94± Acres



REAL ESTATE CONTRACT
Offer and Acceptance

1. BUYER: S+S Investor's Group LLC, herein called the BUYER (whether one or more), offers to buy from Valley Harvest Ministries, INC., herein called the SELLER (whether one or more), subject to the terms set forth herein, the following property.
2. PROPERTY DESCRIPTION AND ADDRESS: 6.34 Acres @ I540 + Deerway Rd Section 16 Township 17 N Range 30 West
3. PURCHASE PRICE: The BUYER shall pay \$1,880,769 for the property at closing. The down payment shall be \$0 with the balance of the purchase price subject to the following conditions:
 - (a) X NEW LOAN: CONV. FHA VA
The BUYER'S ability to obtain a loan to be secured by the property in an amount not less than \$1,225,000, payable over a period of not less than years, with interest not to exceed 8.25 % per annum. Unless otherwise specified, all loan costs and prepaid items shall be paid by the BUYER. If the loan is not available or is not closed, the BUYER shall pay for all loan costs incurred, including appraisal and credit report, unless failure to close is caused by the SELLER. Seller to carry
2nd Mortgage @
6.5%, 269
 - (b) LOAN ASSUMPTION: The BUYER'S ability to assume existing loan payable to amount of \$ in the approximate amount of \$ currently payable at approximately \$ per month, including principal, interest, existing taxes, and existing insurance. Payments on existing loan are to be current at closing.
 - (c) OTHER: This offer contingent upon the BUYER'S ability to obtain a variable rate conventional loan at with the initial interest rate not to exceed % per annum and with the points to be paid by the BUYER not to exceed .
4. APPLICATION FOR FINANCING: If applicable, the BUYER shall make application for a new loan or loan assumption within 10 days from date of this contract.
5. EARNEST MONEY: The BUYER herewith tenders a check for \$N/A as earnest money, which shall apply on the purchase price or the closing costs if this offer is accepted. This sum shall be deposited by N/A, and if this offer is not accepted or if title requirements are not fulfilled, then the sum shall be promptly refunded to BUYER. If after acceptance, the BUYER fails to fulfill the BUYER'S obligations, the earnest money shall become liquidated damages, WHICH FACT SHALL NOT PRECLUDE SELLER OR BUYER FROM ASSERTING OTHER LEGAL RIGHTS WHICH SELLER OR BUYER MAY HAVE BECAUSE OF SUCH BREACH.

13. INSPECTIONS AND REPAIRS: The BUYER certifies that the BUYER has inspected the property and is not relying upon any warranties, representations or statements of the SELLER or any agent of the SELLER as to the age or condition of improvements, other than those specified herein. Subparagraphs 13(a) and 13(b) do not apply to previously occupied dwellings.

(a) BUYER accepts the property in its present condition, subject only to the following: Seller to provide current survey

(b) _____ The following items, if any, shall be in normal working order at closing, dishwashers, disposals, trash compactors, ranges, exhaust fans, heating and air conditioning systems, plumbing system, electrical system, and _____ . The BUYER shall have the right, at the BUYER'S expense, to inspect the above items prior to closing. If any of the above items are found not to be in normal working order, the BUYER may notify the SELLER in writing prior to closing. After notice as provided herein, the SELLER shall pay the cost of repair of any such items up to but not exceeding \$_____. If the cost of repair will exceed the aforementioned amount and the SELLER refuses to pay the additional cost, the BUYER may accept the property in its condition at closing with credit on the purchase price in the above amount; or the BUYER may declare this contract null and void. If the BUYER does not give notice of defects in writing prior to closing, all subsequent repairs shall be solely at the BUYER'S expense.

14. RISK OF LOSS: The risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the SELLER.

15. EXPIRATION OF OFFER: This offer expires if not accepted within 11/14 days from this date.

16. OTHER CONDITIONS: All costs of loan and closing shall be paid by the BUYER except (1) warranty deed, (2) one half (1/2) of revenue stamps, (3) taxite inspection and (4) abstracting.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH THE BUYER AND THE SELLER. IF YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.

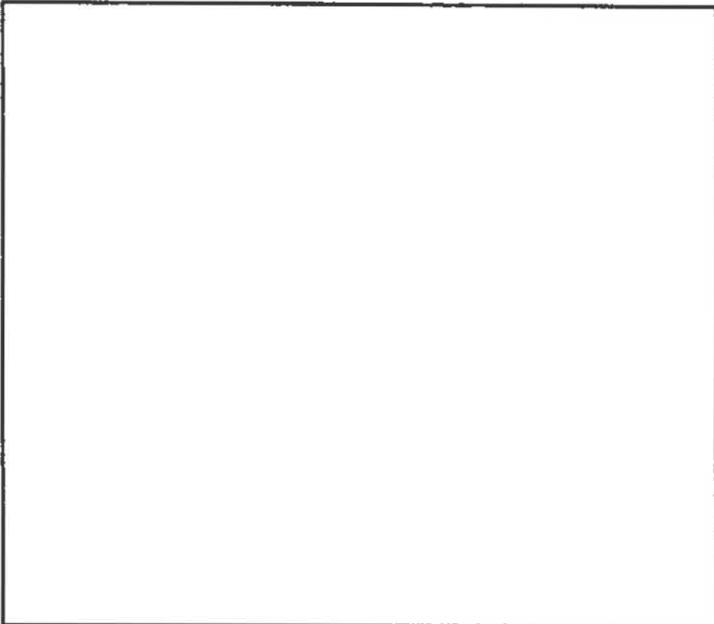
The above offer is made this 8 day of February, 2007.

Anna K 7th
BUYER BUYER

The above offer is accepted this _____ day of _____, 2007.

[Signature]
SELLER SELLER

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, ARKANSAS.

PROPERTY OWNER: U.S. Bank National Association
LEGAL DESCRIPTION: Lot Sixteen (16) in Block Two (2) of West Side Addition to the City of Springdale, Arkansas, as per the recorded plat of said Addition on file in the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas
LAYMAN'S DESCRIPTION: 2002 Melissa Ln.
Springdale, Arkansas
PARCEL NO.: 815-26820-000

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:

- \$40.00 clean-up costs and \$21.11 administrative costs – 2002 Melissa Ln.
- \$135.00 clean-up costs and \$21.11 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:

\$61.10, plus 10% for collection – 2002 Melissa Ln. (Parcel No. 815-26820-000)

\$156.11, plus 10% for collection – 1001 Wilkinson Ln. (Parcel No. 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 March, 2014.

Doug Sprouse, Mayor

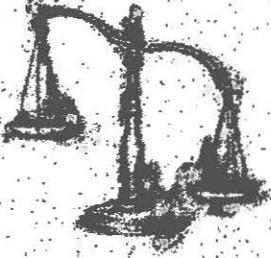
ATTEST:

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 Belvedrest
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

February 3, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

U.S. Bank National Association as Trustee for RASC 2006-EMX1
c/o The Corporation Company, Registered Agent
d/b/a CT Corporation
124 West Capitol Ave., Suite 1900
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 2002 Melissa Ln.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
26820-000

Dear Property Owner:

On November 19, 2013, notice was posted on property located at 2002 Melissa Ln., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on November 19, 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 December 3, 2013. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$40.00. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before March 4, 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, March 11, 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 \$46.11, which includes \$40.00 for cleaning up the property and \$6.11 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Invoice

Greco Professional Land Care
19007 Dog Saddle Rd.
West Fork AR 72774

479-903-2696

mike@gp-lc.com

Bill To:

City Of Springdale
201 Spring St.
Springdale AR 72764

Invoice No: 467
Date: Dec 3, 2013
Terms: NET 0
Due Date: Dec 3, 2013

Description	Quantity	Rate	Amount
Cut and haul of tree debris at 2002 Melissa Officer T. Haden	1.00	\$40.00	\$40.00

Transaction # _____
Date _____
Account # 101-0401-422.70-35
Project # _____
Invoice # 467
Amount 40.00
Description remove debris @
2002 Melissa
Approved By Mik [Signature]
12/3/13

* Indicates non-taxable item

Thank you for your business!

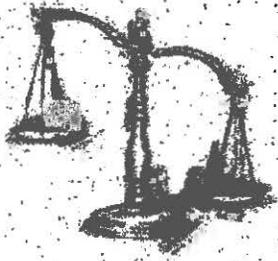
Subtotal	\$40.00
TAX (0.00%)	\$0.00
Total	\$40.00
Paid	\$0.00
Balance Due	\$40.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">U.S. Bank National Association as Trustee for RASC 2008-EWX1 a/o The Corporation Company, Registered Agent d/b/a CT Corporation 124 West Capitol Ave., Suite 1900 Little Rock, AR 72201</p>	<p>B. Received by (Printed Name) C. Date of Delivery CT CORPORATION <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p style="text-align: center;">FEB 09 2014</p>
<p>2. Article Number (transfer from service label)</p>	<p>3. Service Type</p> <p><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 style="text-align: center;">7011 1570 0000 8221 1765</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Office Of The City Attorney

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

February 6, 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

Jessie Howard
c/o Maples at Har-Ber Meadows
6456 W. Lynchs Prairie Cove
Springdale, AR 72764

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 November 2, 2012, 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 91-38, and needed to be remedied within seven (7) days.
Also, on November 2, 2012, notice was mailed to you 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 December 3, 2013. As of this date, the total costs incurred and paid by the
City of Springdale to clean this property are \$135.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.11 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

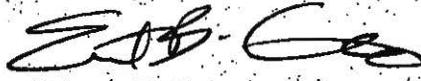
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before March 4, 2014, a hearing will be held before the

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, March 11, 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 \$141.11, which includes \$135.00 for cleaning up the property and \$6.11 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Ernest B. Cate
City Attorney

enclosure
EBC:ch

Invoice

Green Pastures Lawn Care
19007 Dog Scriffle Rd.
West Fork, AR 72774

479-903-2696

mike@gp-lc.com

Bill To:

City Of Springdale
201 Spring St.
Springdale AR 72764

Invoice No: 469
Date: Dec 31, 2013
Terms: NET 0
Due Date: Dec 31, 2013

Description	Quantity	Rate	Amount
Securing 1 window and a hole in the side of the house. Also re tighten any loose boards that have been loosened by trespassers at 1001 Wilkinson Officer T. Haden	1.00	\$135.00	\$135.00

Transaction # _____
 Date _____
 Account # 101-0403-423,70-35
 Project # _____
 Invoice # 469
 Amount 135.⁰⁰
 Description scour house @
1001 Wilkinson
 Approved By Mike Usher
12/31/13

FY 2013

* Indicates non-taxable item

Thank you for your business!

Subtotal	\$135.00
TAX (0.00%)	\$0.00
Total	\$135.00
Paid	\$0.00
Balance Due	\$135.00

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Jessie Howard c/o Maples at Har-Ber Meadows 6456 W. Lynchs Prairie Cove Springdale, AR 72764</p> </div>	<p>B. Receiver's (or Related Name)</p> <p><i>HEIDI B...</i></p>	<p>C. Date of Delivery</p> <p><i>2/7/14</i></p>
<p>2. Article Number (Transfer from service label)</p>	<p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
	<p>3. Service Type</p> <p><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 1826</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540