

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

- Monday, July 7<sup>th</sup>, 5:30 p.m. is the next Committee meetings.
  - Committee agendas will be available on Thursday, July 3<sup>rd</sup>, 2014.

SPRINGDALE CITY COUNCIL  
REGULAR MEETING  
TUESDAY, JUNE 24<sup>TH</sup>, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance  
Invocation – **BRAD BRUNS**

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. Election of President Pro Tempore

5. 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.

6. Approval of Minutes

a) June 10<sup>th</sup>, 2014 **Pg.'s 3-19**

7. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....8 A-B-C; 9; 12 C; 13.* (Motion must be approved by two-thirds (2/3) of the council members).

8. Planning Commission Recommendations by Planning Director Patsy Christie:

A. **An Ordinance** rezoning 8.11 acres ± owned by First United Presbyterian Church located at 100 S. Gutensohn from Agricultural District (A-1) to Institutional District (P-1) and declaring an emergency. **Pg.'s 20-22**

B. **An Ordinance** rezoning 1.88 acres ± owned by Luis Quinoez located at 1906 Lowell Road from General Commercial District (C-2) to Light Industrial District (I-1) and declaring an emergency. **Pg.'s 23-25**

C. **An Ordinance** rezoning .855 acre ± owned by Fishing Bridge Investments, LLC located on the southwest corner of Palisades and Highway 265 from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. **Pg.'s 26-29**

D. **A Resolution** approving a Conditional Use at the southwest corner of Palisades and Highway 265 as set forth in Ordinance No. 4030. **Pg.'s 30-31**

E. **A Resolution** approving a Conditional Use at the northwest corner of Highway 265 and Electric Avenue as set forth in Ordinance No. 4030. **Pg.'s 32-33**

- F. **A Resolution** approving a Conditional Use on the west side of North 56<sup>th</sup> Street, south of East Wagon Wheel Road as set forth in Ordinance No. 4030. **Pg.'s 34-35**
9. Risk Management Committee Report and Recommendations by Chairman Jim Reed:  
**An Ordinance** to waive competitive bidding for insurance coverage for city buildings and contents. **Pg.'s 36-41**
10. Health, Sanitation & Property Maintenance Report & Recommendations by Chairman Jim Reed:  
**A Resolution** authorizing a change in administration of the "Community Garden Project" on property owned by the City of Springdale, Arkansas, and located on McCollough Drive. **Pg.'s 42-51**
11. Finance Committee Report and Recommendations by Chairman Brad Bruns:  
A. **A Resolution** authorizing the listing of property for sale. **Pg.'s 52-53**  
B. **A Resolution** amending the 2014 Budget of the Parks & Recreation Department. **Pg.'s 54-57**  
C. **A Resolution** appropriating funds of the Capital Improvement Project Fund. **Pg. 58**
12. Police & Fire Committee Report and Recommendations by Chairman Eric Ford:  
A. **A Resolution** authorizing the execution of a copier and printer lease agreement with Corporate Business Systems. **Pg.'s 59-62**  
B. **A Resolution** authorizing the execution of a copier and printer maintenance agreement with Corporate Business Systems. **Pg.'s 63-67**  
C. **An Ordinance** amending Section 38-58 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. **Pg.'s 68-69**  
D. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement for E911 Dispatch Services between the City of Springdale and the City of Tontitown. **Pg.'s 70-71**
13. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas, presented by Ernest Cate, City Attorney. **Pg.'s 72-79**
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  
JUNE 10, 2014

The City Council of the City of Springdale met in regular session on June 10, 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:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Sam Goade	Public Works Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Courtney Kremer	Animal Services Director
Alan Pugh	Engineering Director
Gina Kinsey	Human Resources Director

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the May 27, 2014 City Council meeting be approved as presented. Alderman Jaycox made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Alderman Evans 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 Reed made the second.

The vote:

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

No: None

RESOLUTION NO. 79-14 – AUTHORIZING THE TEMPORARY OPERATION OF A CARNIVAL

Wyman Morgan presented a Resolution authorizing the temporary operation of a carnival at Parsons Stadium Rodeo Arena located at 1423 Emma Avenue on June 18<sup>th</sup> through June 22<sup>nd</sup>, 2014.

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

**A RESOLUTION AUTHORIZING THE TEMPORARY  
OPERATION OF A CARNIVAL**

**WHEREAS**, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct a Carnival entertainment event at the Parsons Stadium Rodeo Arena located at 1423 Emma Avenue, put on by Ed Burlingame with Pride Amusements, LLC; and

**WHEREAS**, Pride Amusements, LLC carnival dates will be Wednesday, June 18<sup>th</sup>, thru Sunday, June 22<sup>nd</sup>, 2014, and

**WHEREAS**, the carnival's hours of operation will be Wednesday, June 18<sup>th</sup> thru Saturday, June 21<sup>st</sup>, 2014, from noon – Midnight and Sunday, June 22<sup>nd</sup> from noon to 6:00 p.m.; and

**WHEREAS**, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that Rick Culver, Executive Director with the Rodeo of the Ozarks and Ed Burlingame with the Pride Amusements, LLC., is hereby authorized to conduct a carnival entertainment event in Parsons Stadium Rodeo Arena located at 1423 Emma Avenue, June 18<sup>th</sup> thru June 22<sup>nd</sup>, 2014, with the carnival opening and closing times listed above. In case of a rain out, the Mayor has the authority to reschedule this event.

**PASSED AND APPROVED** this \_\_\_\_\_ day of June, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 79-14.

RESOLUTION NO. 80-14 – AUTHORIZING THE EXECUTION OF A  
TRANSPORTATION CONTRACT FOR FUNDING FOR SERVICES FOR THE  
ELDERLY

Wyman Morgan presented a Resolution authorizing the execution of a transportation contract with Area Agency on Aging for funding for services for the elderly, July 1, 2014 through June 30, 2015.

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A TRANSPORTATION CONTRACT FOR  
FUNDING FOR SERVICES FOR THE ELDERLY**

**WHEREAS**, the Area Agency on Aging of Northwest Arkansas provides funding for elderly transportation services provided by the City of Springdale; and

**WHEREAS**, these services are vital for many of Springdale's senior citizens; and

**WHEREAS**, the City Council would like to continue providing these services with the funding assistance provided by the Area Agency on Aging of Northwest Arkansas;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a transportation contract with the Area Agency on Aging of Northwest Arkansas for the period of July 1, 2014 through June 30, 2015.

**PASSED AND APPROVED** this \_\_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 80-14.

RESOLUTION NO. 81-14 – ENDORSING THE PARTICIPATION OF ECOVET, A DIVISION OF ECOARK, IN THE SALES AND USE TAX REFUND PROGRAM AUTHORIZED BY THE CONSOLIDATED INCENTIVE ACT OF 2003 AND ARKANSAS CODE ANNOTATED §15-4-2706(D)

City Attorney Ernest Cate presented a Resolution endorsing the participation of Ecovet, a division of Ecoark, in the Sales and Use Tax Refund Program authorized by the Consolidated Incentive Act of 2003 and Arkansas Code Annotated §15-4-2706(D).

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

**A RESOLUTION ENDORSING THE PARTICIPATION OF ECOVET, A DIVISION OF ECOARK, IN THE SALES AND USE TAX REFUND PROGRAM AUTHORIZED BY THE CONSOLIDATED INCENTIVE ACT OF 2003 AND ARK. CODE ANN. §15-4-2706(d).**

**WHEREAS**, in order for a business to be eligible for the investment tax incentives contained in Ark. Code Ann. §15-4-2706(d), the governing body of the municipality in which the business is located must pass a resolution endorsing the participation of the business in the tax refund program; and

**WHEREAS**, Ark. Code Ann. §15-4-2706(d) provides that the governing body of the municipality must specify that the Department of Finance and Administration is authorized to refund local sales taxes to a business participating in the tax refund program; and

**WHEREAS**, EcoVet, of 1738 Louisiana Place, wishes to participate in, and be eligible for, the investment tax incentives contained in Ark. Code Ann. §15-4-2706(d), due to the expansion of its facility in the City of Springdale, Arkansas; and

**WHEREAS**, EcoVet, has agreed to furnish the City of Springdale all information necessary for its participation in the tax refund program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the participation of EcoVet, in the tax refund program contained in Ark. Code Ann. §15-4-2706(d) is hereby endorsed, and the Department of Finance and Administration is authorized to refund local sales taxes to EcoVet, and this resolution shall take effect immediately.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 81-14.

RESOLUTION NO. 82-14 – APPROVING A CONDITIONAL USE APPEAL BY  
BLAKE HARRIS FOR AUTOMOBILE SALES AT 1220 E ROBINSON AVENUE AS  
SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Blake Harris for automobile sales at 1220 E. Robinson Avenue as set forth in Ordinance No. 4030.

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

**A RESOLUTION APPROVING A CONDITIONAL  
USE AT 1220 E. ROBINSON AVENUE AS SET  
FORTH IN ORDINANCE NO. 4030**

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

**WHEREAS**, the Planning Commission held a public hearing on June 3, 2014, on a request by Blake Harris for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2)

**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 Blake Harris for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with the following conditions – No conditions were made.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Blake Harris for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with the following conditions – No conditions were made.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF JUNE, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 82-14.

ORDINANCE NO. 4796 – AMENDING SECTION 107-1 OF THE CODE OF ORDINANCES WHICH CONTAINS THE STORMWATER, POLLUTION PREVENTION, GRADING AND EROSION CONTROL MANUAL OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

Alderman Mike Overton presented an Ordinance amending Section 107-1 of the Code of Ordinances to adopt the updated version of the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas; declaring an emergency and for other purposes.

All other provisions of Chapter 107 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4796.

RESOLUTION NO. 83-14 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT FOR A PUBLIC PARKING LOT ADJACENT TO THE JONES CENTER

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and City Clerk to enter into a lease agreement for a public parking lot adjacent to the Jones Center.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT FOR A PUBLIC PARKING LOT ADJACENT TO THE JONES CENTER.**

**WHEREAS**, the Jones Center is a facility that serves families, strengthens the community, and benefits the citizens of the City of Springdale, Arkansas;

**WHEREAS**, the Jones Center is strategically located near many properties of interest to the citizens of the City of Springdale, Arkansas, and will be adjacent to a trailhead to be constructed in connection with the Razorback Regional Greenway Trail;

**WHEREAS**, there is a need for a public parking lot located adjacent to and west of the Jones Center;

**WHEREAS**, the Jones Center wishes to lease to the City of Springdale the property needed for a public parking lot, in exchange for the City providing funds for the construction and surfacing of the public parking lot adjacent to and west of the Jones Center, in an amount not to exceed \$100,000.00;

**WHEREAS**, the Jones Center and the City wish to enter into a Lease agreement attached hereto as Exhibit "A" and incorporated herein by reference;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are authorized to execute a lease agreement, attached as Exhibit "A" hereto, with the Jones Center, for the purpose of providing a public parking lot, and providing for the construction and surfacing of the parking lot in an amount not to exceed \$100,000.00.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 83-14.

**RESOLUTION NO. 84-14 – AUTHORIZING THE SALE OF PROPERTY LOCATED AT 317 EAST EMMA AVENUE TO TYSON FOODS, INC.**

Mayor Sprouse presented a Resolution authorizing the sale of property located at 317 East Emma Avenue to Tyson Foods, Inc.

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

**A RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 317 EAST EMMA AVENUE TO TYSON FOODS, INC.**

**WHEREAS**, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

Lot Numbered Ten (10) and Eleven (11) in Block Numbered One (1) in Brooks Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, also known as 317 East Emma Avenue, Washington County Tax Parcel Number 815-20754-000, together with all improvements located thereon ("the Property").

**WHEREAS**, the City acquired the Property by way of a donation from James D. Cypert and Gaye A. Cypert in 2013;

**WHEREAS**, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

**WHEREAS**, Tyson Foods, Inc., has made an offer to purchase the Property from the City for the sum of \$37,313.00;

**WHEREAS**, the amount offered by Tyson Foods, Inc., for the Property is reasonable in that it would allow the City to recover all amounts expended by the City on the Property to date, and would prevent the City from having to spend additional amounts to raze and remove the structure located on the Property;

**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, are hereby authorized to execute all documents necessary to effect the sale of the Property to Tyson Foods, Inc., for the total sum of \$37,313.00.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 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: Watson, Overton, Ford, Lawson, Evans, Reed, Jaycox, Bruns

No: None

The Resolution was numbered 84-14.

**RESOLUTION NO. 85-14 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION FOR THE CONSTRUCTION OF A MOUNTAIN BIKE TRAIL**

Alderman Brad Bruns presented a Resolution authorizing the Mayor and City Clerk to enter into a grant agreement with the Walton Family Foundation for the construction of a mountain bike trail in connection with the Razorback Greenway Trail.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION FOR THE CONSTRUCTION OF A MOUNTAIN BIKE TRAIL.**

**WHEREAS**, the Walton Family Foundation has awarded a grant to the City of Springdale, Arkansas, to support the construction of a mountain bike trail in connection with the Razorback Regional Greenway Trail;

**WHEREAS**, the grant provides that the City of Springdale, Arkansas, provide \$323,797.00 in matching funds for the mountain bike trail, and the Walton Family Foundation will provide up to \$825,051.00 for the construction of the mountain bike trail;

**WHEREAS**, Springdale Water Utilities is deeding to the City of Springdale the property needed for the mountain bike trail, the value of such property being \$501,254.00, bringing the total cost of the project to \$1,650,102.00;

**WHEREAS**, to memorialize the terms of the grant, it is necessary to enter into a grant agreement with the Walton Family Foundation, and a copy of the agreement is attached hereto as Exhibit "A" and is hereby incorporated by reference;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE**, that the Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation, a copy of which is attached hereto as Exhibit "A" and made a part hereof, for the construction of a mountain bike trail in connection with the Razorback Regional Greenway Trail.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 85-14.

ORDINANCE NO. 4797 – TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH PROGRESSIVE TRAIL DESIGN FOR THE CONSTRUCTION OF A MOUNTAIN BIKE TRAIL; TO WAIVE COMPETITIVE BIDDING; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Brad Bruns presented an Ordinance to authorize the Mayor and City Clerk to enter into a contract with Progressive Trail Design for the construction of a mountain bike trail with the actual cost to the City of Springdale not to exceed \$323,797.00; to waive competitive bidding; and declaring an emergency.

The City is currently working on constructing a mountain bike trail in conjunction with the Razorback Regional Greenway Trail. Springdale Water Utilities is deeding to the City of Springdale the property needed for the mountain bike trail, the value of such property being \$501,254.00. The Walton Family Foundation has awarded a grant of up to \$825,051.00 to the City of Springdale, Arkansas, to support the construction of the mountain bike trail. The construction of the mountain bike trail is unique in nature, and to avoid delays in this project so that this mountain bike trail can be completed in a timely manner, it is necessary to waive competitive bidding;

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4797.

RESOLUTION NO. 86-14 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY LINDA HATHORN, TRUSTEE OF THE LINDA M. HATHORN REVOCABLE TRUST, LOCATED AT 1958 S. 56<sup>TH</sup> STREET ON THE 56<sup>TH</sup> STREET WIDENING PROJECT

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Linda Hathorn, Trustee of the Linda M. Hathorn Revocable Trust, located at 1958 S. 56<sup>th</sup> Street on the 56<sup>th</sup> Street Widening Project.

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY LINDA HATHORN, TRUSTEE OF THE LINDA M. HATHORN REVOCABLE TRUST LOCATED AT 1958 S. 56<sup>TH</sup> STREET ON THE 56<sup>TH</sup> STREET WIDENING PROJECT.**

**WHEREAS**, the City of Springdale is planning street improvements to widen 56<sup>th</sup> Street, Project #12BPS4;

**WHEREAS**, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owners, Linda Hathorn, Trustee of the Linda M. Hathorn Revocable Trust, have been unsuccessful on the project identified as Tract 23, 56<sup>th</sup> Street Project, #12BPS5.

**WHEREAS**, it is now necessary to acquire this right-of-way and easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way and easement on the property located on 56<sup>th</sup> Street, owned by Linda Hathorn, Trustee of the Linda M. Hathorn Revocable Trust, to allow construction of the 56<sup>th</sup> Street Project to proceed.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 86-14.

RESOLUTION NO. 87-14 – AUTHORIZING THE SETTLEMENT OF A CONDEMNATION OF LAND OWNED BY REBECCA MAGEE AND DAVID GULLIVER

City Attorney Ernest Cate presented a Resolution authorizing the settlement of a condemnation of land owned by Rebecca MaGee and David Gulliver for the Don Tyson Parkway Extension – Hylton to Habberton Road, Project No. 12BPS2.

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

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF A CONDEMNATION OF LAND OWNED BY REBECCA MAGEE AND DAVID GULLIVER.**

**WHEREAS**, the City of Springdale is acquiring property needed for the Don Tyson Parkway Extension – Hylton to Habberton Road, Project No. 12BPS2;

**WHEREAS**, one of the tracts of land affected by this project, Tract 1, is owned by Rebecca Magee and David Gulliver;

**WHEREAS**, the City of Springdale estimated the amount of just compensation for the property to be \$16,900.00;

**WHEREAS**, the property owners have extended an offer to settle this case for the total sum of \$21,432.00, plus an additional amount for fence replacement;

**WHEREAS**, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$4,532.00 to acquire this property, plus \$10,217.00 for fence replacement, without the need of a 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 City staff is hereby authorized to acquire Tract 1 of the Don Tyson Parkway Extention – Hylton to Habberton Road, Project No. 12BPS2, owned by Rebecca Magee and David Gulliver, for the total sum of \$31,649.00.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 87-14.

RESOLUTION NO. 88-14 – AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY JIMMY AND VERA HYLTON, CO-TRUSTEES OF THE HYLTON FAMILY TRUST ON HYLTON ROAD (PARCEL NO. 815-36192-600) ON CITY PROJECT NO. 12BPS2

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to begin condemnation proceedings on property owned by Jimmy and Vera Hylton, Co-Trustees of the Hylton Family Trust on Hylton Road (Parcel No. 815-36192-600) on City Project No. 12BPS2.

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

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO BEGIN CONDEMNATION PROCEEDINGS ON PROPERTY OWNED BY JIMMY AND VERA HYLTON, CO-TRUSTEES OF THE HYLTON FAMILY TRUST ON HYLTON ROAD (PARCEL NO. 815-36192-600) ON CITY PROJECT NO. 12BPS2.**

**WHEREAS**, the City of Springdale is planning street improvements on Hylton Road, City Project #12BPS2;

**WHEREAS**, attempts at negotiating for the acquisition of necessary rights-of-way and easements from property owner, Jimmy and Vera Hylton, have been unsuccessful on the project identified as City Project #12BPS2, Tract 5.

**WHEREAS**, it is now necessary to acquire this right-of-way and easement by condemnation proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required right-of-way and easement on the property located on Hylton Road, owned by Jimmy and Vera Hylton to allow construction of City Project #12BPS2 to proceed.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014.

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

**ATTEST:**

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

**APPROVED:**

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Alderman Evans 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 88-14.

RESOLUTION NO. 89-14 – AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT FOR THE WIDENING OF 56<sup>TH</sup> STREET FROM DON TYSON PARKWAY TO BLEAUX AVENUE AND ESTABLISHING THE BUDGET FOR SAID PROJECT

Engineering Director Alan Pugh presented a Resolution authorizing execution of a construction contract to APAC-Central of Fayetteville, Arkansas, for the widening of 56<sup>th</sup> Street from Don Tyson Parkway to Bleaux Avenue and establishing the budget for said project.

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

**A RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT FOR THE WIDENING OF 56<sup>TH</sup> STREET FROM DON TYSON PARKWAY TO BLEAUX AVENUE AND ESTABLISHING THE BUDGET FOR SAID PROJECT**

**WHEREAS**, sealed competitive construction bids were received and opened for said project on May 8, 2014;

**WHEREAS**, the low bid of \$12,998,932.91 was submitted by APAC-Central of Fayetteville, AR;

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

Design/Construction Engineering	1,475,590.04
ROW/Utilities (estimated)	2,474,879.65
Construction (Bid Amount)	12,998,932.91
Material Testing Services (Estimated)	30,000.00
Construction Contingency	974,919.97
Miscellaneous (permit fees; adv., etc...)	<u>2,500.00</u>
Total Project Budget	\$17,956,822.57
SWU Reimbursement	-\$1,577,349.25
Total Bond Funds	\$16,379,473.32

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

- 1) The Mayor and City Clerk are hereby authorized to execute a construction contract with APAC-Central, Inc. in the amount of \$12,998,932.91.
- 2) The total bond funds required shall not exceed \$16,379,473.32 without Council approval.

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 89-14.

**RESOLUTION NO. 90-14 – AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT FOR THE EXTENSION OF DON TYSON PARKWAY FROM HYLTON ROAD TO HABBERTON ROAD AND ESTABLISHING THE BUDGET FOR SAID PROJECT**

Engineering Director Alan Pugh presented a Resolution authorizing execution of a construction contract for the extension of Don Tyson Parkway from Hylton Road to Habberton Road and establishing the budget for said project.

Alderman Overton said he feels like the 56<sup>th</sup> Street extension from Highway 412 to Elm Springs Road should be constructed with the bond money before extending Don Tyson Parkway from Hylton Road to Habberton Road. He feels like there is more revenue generating operations on 56<sup>th</sup> Street than the extension of Don Tyson Parkway.

Alderman Jaycox feels like this makes more sense.

Alderman Bruns feels like the park will bring revenue in with families coming and staying Springdale.

Alderman Jaycox questioned whether or not the park will be phased in or completely built.

The Mayor explained there is a bid but it has not been negotiated yet with the engineers.

Engineer Pugh said bids were received on the Southeast Park and they were in excess of our budget. Staff has been asked to begin negotiations with the apparent low bidder to determine how we can trim down the cost to get back within the budget.

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

**A RESOLUTION AUTHORIZING EXECUTION OF A CONSTRUCTION CONTRACT FOR THE EXTENSION OF DON TYSON PARKWAY FROM HYLTON ROAD TO HABBERTON ROAD AND ESTABLISHING THE BUDGET FOR SAID PROJECT**

**WHEREAS**, sealed competitive construction bids were received and opened for said project on May 1, 2014;

**WHEREAS**, the low bid of \$3,482,802.56 was submitted by APAC-Central of Fayetteville, AR;

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

Design/Construction Engineering	573,936.30
ROW/Utilities (estimated)	268,080.00
Construction (Bid Amount)	3,482,802.56
Material Testing Services (Estimated)	20,000.00
Construction Contingency	348,280.26
Miscellaneous (permit fees; adv., etc...)	<u>2,500.00</u>
Total Project Budget	\$4,695,599.12

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

- 3) The Mayor and City Clerk are hereby authorized to execute a construction contract with APAC-Central, Inc. in the amount of \$3,482,802.56.
- 4) The total project cost shall not exceed \$4,695,599.12 without Council approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: Overton, Jaycox

The Resolution was numbered 90-14.

RESOLUTION NO. 91-14 – AMENDING THE 2014 BUDGET OF THE FIRE DEPARTMENT

Alderman Bruns presented a Resolution amending the 2014 Budget of the Fire Department in regards to insurance recoveries.

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

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

**WHEREAS**, the Springdale Fire Department has received \$18,180 of revenue related to insurance recoveries, and

**WHEREAS**, the Fire Chief has requested that these funds be appropriated for vehicle repairs;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the 2014 budget of the Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106014225111	Vehicle Maintenance	150,000	18,180		168,180
Fire Revenue	10106013970000	Insurance Recoveries	0	18,180		18,180

**PASSED AND APPROVED** this \_\_\_\_ day of June, 2014.

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

ATTEST:

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

APPROVED:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 91-14.

CENSUS BUREAU CERTIFICATION FOR SPRINGDALE

Mayor Sprouse announced that the new population figure of 70,747 for the City of Springdale was certified by the U.S. Census Bureau as a result of annexations. This is an increase of 950 people over the 2010 Census figure.

ADJOURNMENT

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

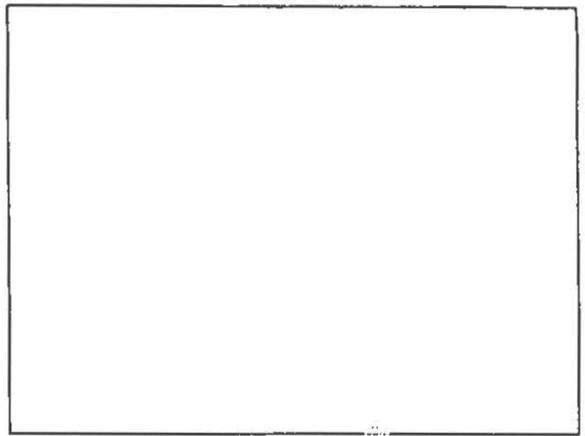
After a voice vote of all ayes and no nays, the meeting adjourned at 7:00 p.m.

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Doug Sprouse, Mayor

---

Denise Pearce, City Clerk/Treasurer



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

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

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 3, 2014 for hearing the matter of a petition of First United Presbyterian Church requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to Institutional District (P-1).

**Layman's Description:** A part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-four (34) in Township Eighteen (18) North, Range Thirty (30) West in Washington County, Arkansas, and being more particularly described as follows, to-wit: From an existing aluminum monument marking the Southwest Corner (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Thirty-four (34), run North 1342.27 feet along the forty acre line to a point in line with and 40.00 feet beyond a concrete monument marking the Northeast Corner of Lot 11 in Block 2 of Lendel Estates Subdivision, a subdivision in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section Thirty-four (34); thence run South 88° 14' 58" East 471.37 feet to an existing concrete monument marking the Southeast Corner of the Endacott Property; thence run South 89° 31' 45" East, 83.83 feet to an iron pin set for the point of beginning; thence run South 89° 31' 45" East 609.60 feet to an existing iron pin marking the Northeast Corner of the Gutensohn Tract; thence run South 1° 19' 15" East, 575.67 feet to an existing iron pin on the North line of the Milt Robinson Property; thence South 88° 42' 23" West 201.50 feet to an existing iron pin at the Northwest Corner of said Milt Robinson Tract; thence North 89° 00' 34" West 409.21 feet to an iron pin set in an existing fence row; thence along said fence row North 1° 12' 52" West 578.13 feet to the point of beginning and containing 8.11 acres, more or less.

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

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

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

From Agricultural District (A-1) to Institutional District (P-1).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

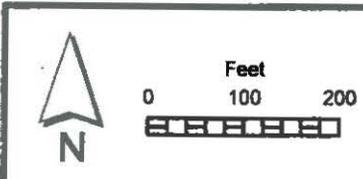
\_\_\_\_\_  
Doug Sprouse, Mayor

**ATTEST:**

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

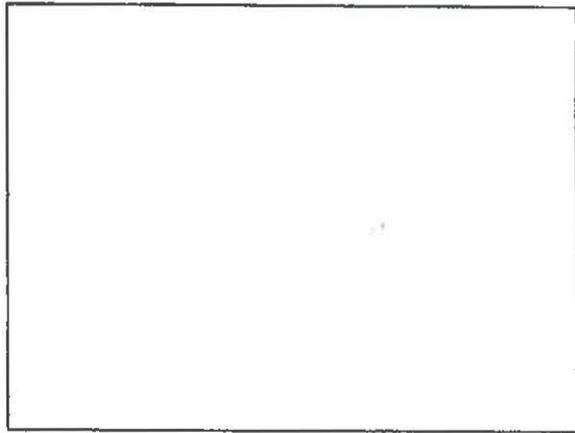
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ernest Cate, City Attorney



**APPLICANT: FIRST UNITED PRESBYTERIAN CHURCH**  
**REZONING REQUEST:**  
**A-1 TO P-1**

*CITY OF SPRINGDALE*  
*PLANNING OFFICE*  
 PLANNING COMMISSION MEETING  
 6/3/2014



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

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

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 3, 2014 for hearing the matter of a petition of Luis Quinoez requesting that the following described tract of real estate be zoned from General Commercial District (C-2) to Light Industrial District (I-1).

**Layman's Description:**

A part of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of Section Twenty-five (25), Township Eighteen (18) North Range Thirty (30) of the fifth principal meridian, Washington County, Arkansas, being more particularly described as follows: Commencing at the southeast corner of said 40 acre tract, said point being an existing iron rebar; thence N00° 02' 16" W 1049.20 feet (deed=north 1048.92 feet) along the east line of said 40 acre tract to the true point of beginning, said point being an existing iron in Lowell Road; thence S89° 59' 12" W 300.00 feet to an existing iron rebar; thence north 275.28 feet to an existing P-K nail in Randall Wobbe Lane; thence S89° 12' 42" E 300.06 feet to an existing P-K nail in the intersection of Randall Wobbe Lane and Lowell Road; thence S00° 00' 28" W 271.08 feet to the point of beginning, containing 1.88 acre more or less.

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

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

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

From General Commercial District (C-2) to Light Industrial District (I-1).

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

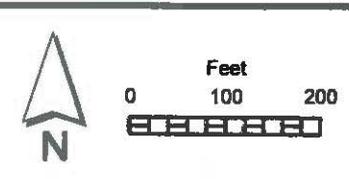
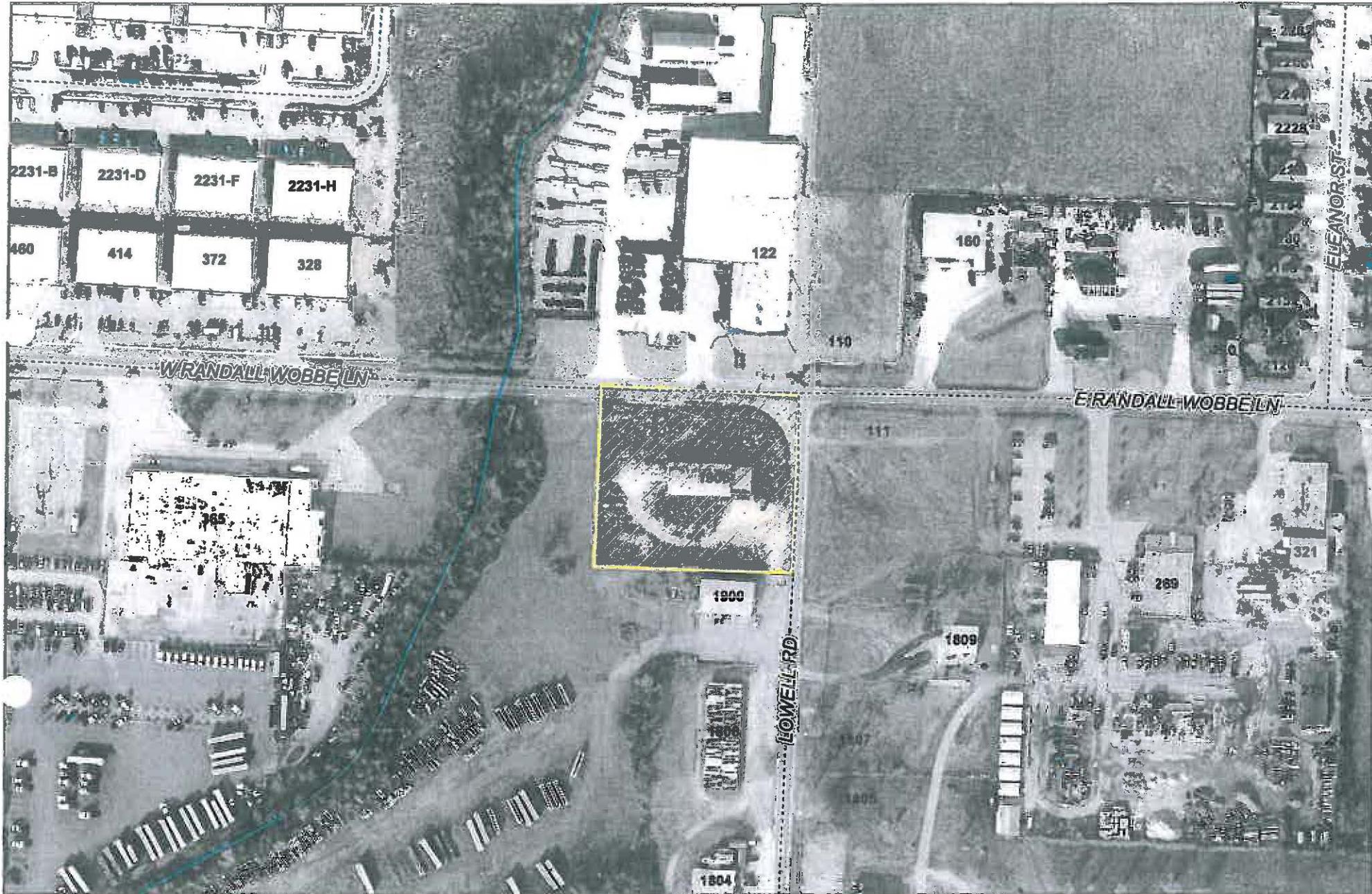
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

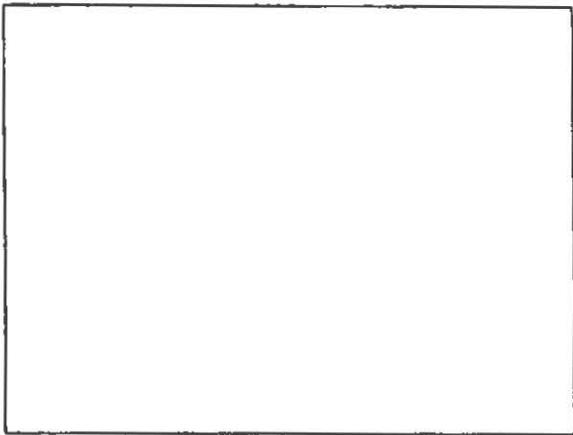
APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney



**APPLICANT: LUIS QUINOEZ**  
**REZONING REQUEST:**  
**C-2 TO I-1**

**CITY OF SPRINGDALE**  
**PLANNING OFFICE**  
**PLANNING COMMISSION MEETING**  
**6/3/2014**



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

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

**WHEREAS**, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 3, 2014 for hearing the matter of a petition of Fishing Bridge Investments, LLC requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to General Commercial District (C-2).

**Layman's Description:** A part of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of the fractional Section seven (7), Township seventeen (17), North, Range twenty-nine (29) West, more particularly described as commencing at the west quarter corner (W 1/4) of said Section seven (7) and continuing thence N88° 25' 16" E 565.22 feet and S 01° 34' 44" E 1310.85 feet to an AHTD right of way monument, established for AHTED job number 040490, on the westerly right of way of Arkansas Highway 265, said point being on the south line of said forty and the true point of beginning; Thence along said forty line S 87° 59' 57" W 338.33 feet to a point, said point being a set iron pin; thence N 01° 26' 57" W 97.51 feet to a point on a common boundary, said point being a set iron pin; thence along said boundary N 88° 33' 03" E 332.88 feet to a point on said westerly right of way of highway 265; thence along said right of way S 04° 44' 38" E 94.40 feet to the point of beginning, containing 0.739 acres, more or less, Springdale, Washington County, Arkansas.

**AND**

A part of the northwest quarter (NW 1/4) of the southwest quarter (SW 1/4) of the fractional section Seven (7), Township seventeen (17) north, Range twenty-nine (29) west, more particularly described as commencing at the west quarter (W 1/4) corner of said Section seven (7) and continuing thence N 88° 25' 16" E 560.01 feet and S 01° 34' 44" E 1216.58 feet to a point on the westerly right of way of Arkansas Highway

265 established for AHTD job number 040490, said point being on the common north line with parcel number 815-28649-230 and the true point of beginning; thence along said common line S 88° 33' 03" W 332.88 feet to a point on the common boundary, said point being a set iron pin; thence along said boundary N01° 26' 57" W 15.71 feet to a point on the southerly right of way of Palisades Avenue, said point being a set iron pin; thence along said right of way N 88° 06' 49" E 209.63 feet; thence S 84° 51' 05" E 48.99 feet; thence N 88° 06' 49" E 65.41 feet; thence along a curve to the right 8.74 feet, said curve having a radius of 25 feet and a chord bearing S 81° 52' 19" E 8.69 feet; thence along said westerly right of way of Highway 265 S 04° 44' 38" E 10.75 feet to the point of beginning, containing 0.116 acres, more or less, Springdale, Washington County, Arkansas.

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

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

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

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

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

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014**

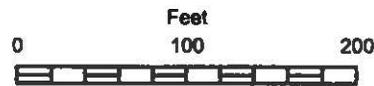
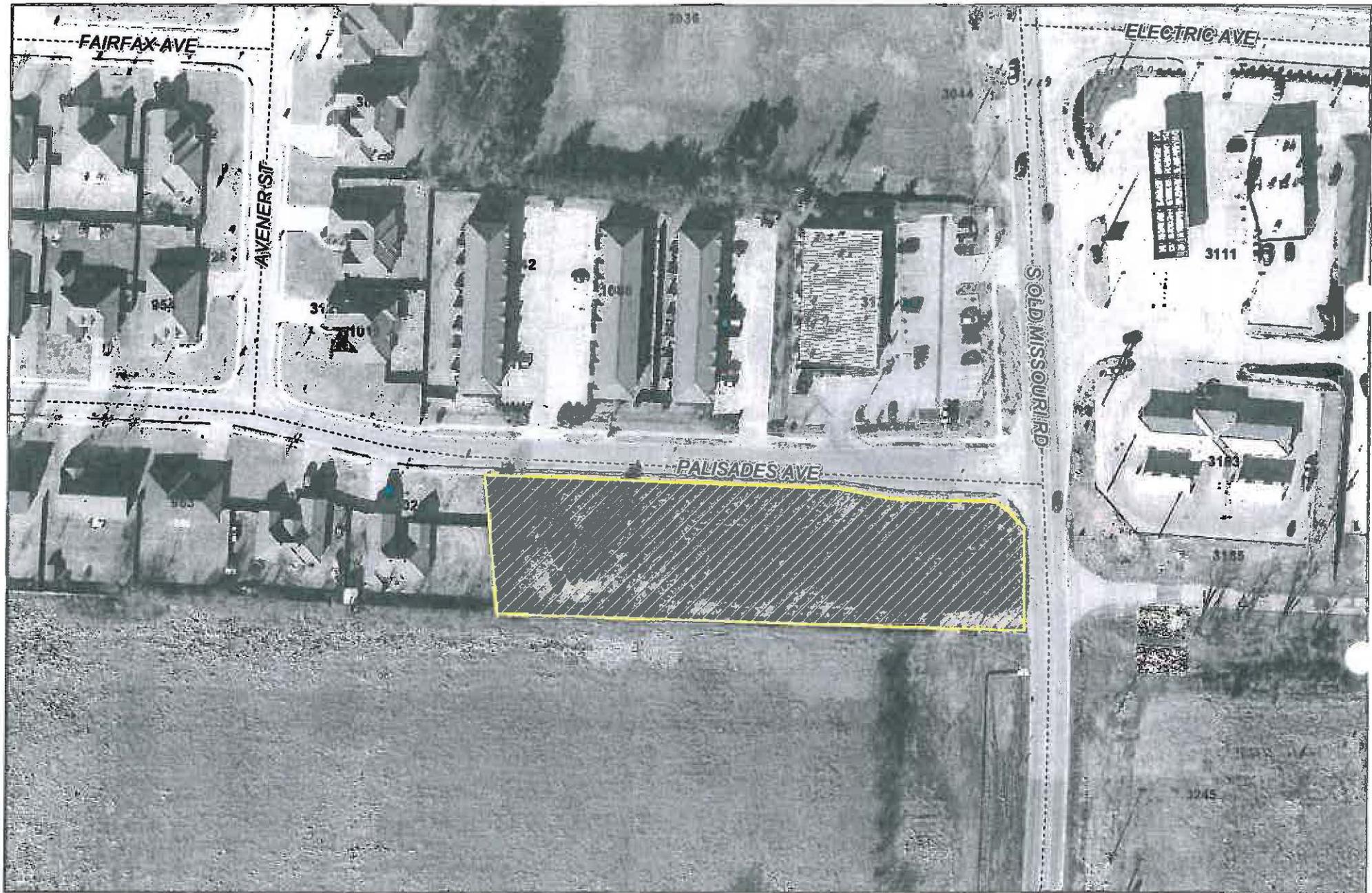
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney



**APPLICANT: FISHING BRIDGE INVESTMENTS, LLC**  
**REZONING REQUEST:**  
**A-1 TO C-2**

*CITY OF SPRINGDALE*  
*PLANNING OFFICE*  
**PLANNING COMMISSION MEETING**  
**6/3/2014**

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

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
THE SOUTHWEST CORNER OF PALISADES AND  
HIGHWAY 265 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 June 3, 2014, on a request by Greg & Sharon Brown dba Fishing Bridge Investments, LLC for a tandem lot split in a General Commercial District (C-2).

**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 Greg & Sharon Brown dba Fishing Bridge Investments, LLC for a tandem lot split in a General Commercial District (C-2) with the following conditions – No conditions were made.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Greg & Sharon Brown dba Fishing bridge Investments, LLC for a tandem lot split in a General Commercial District (C-2) with the following conditions – No conditions were made.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

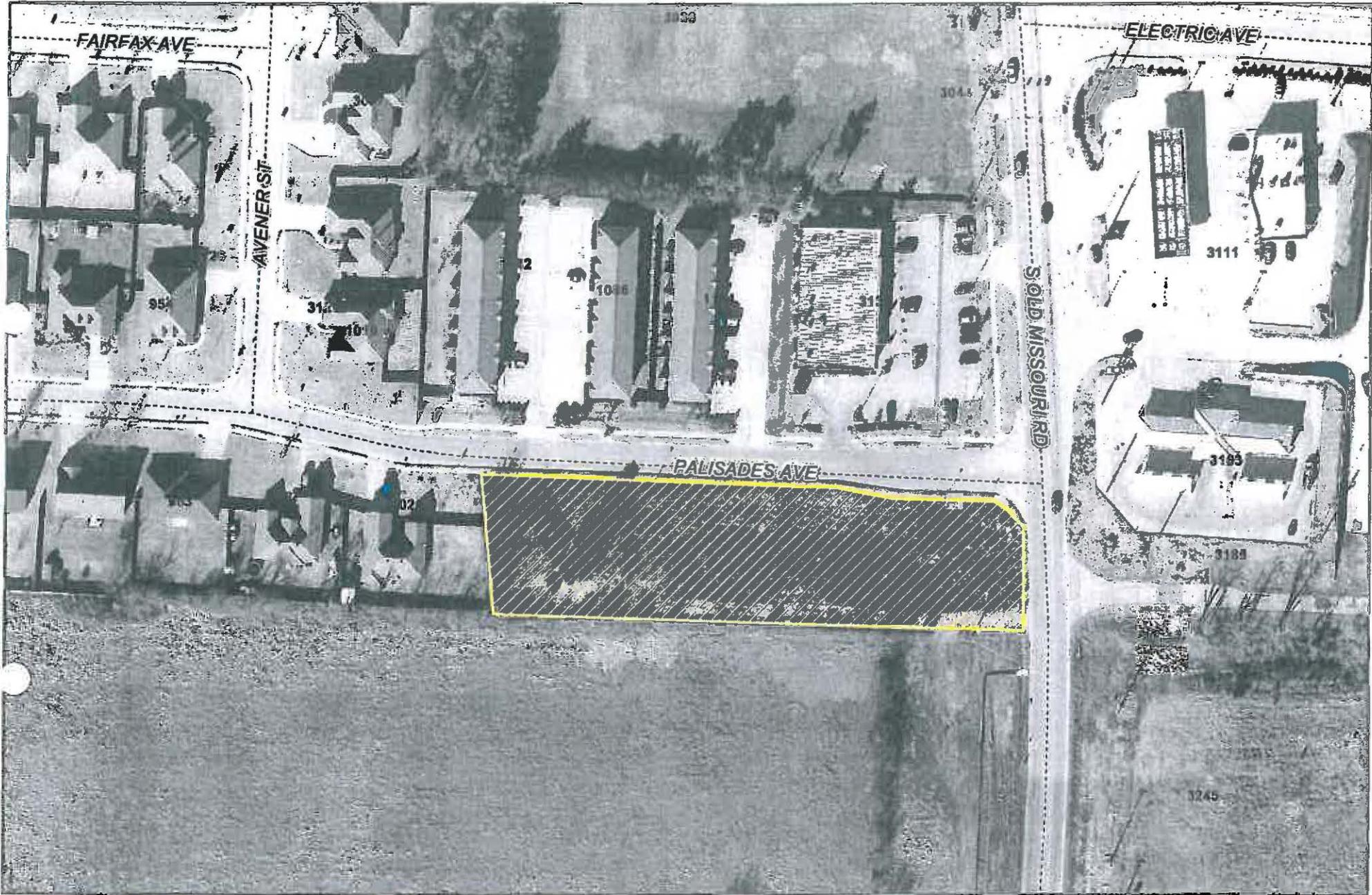
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney



**APPLICANT: FISHING BRIDGE INVESTMENTS, LLC  
 GREG & SHARON BROWN  
 CONDITIONAL USE REQUEST:  
 TANDEM LOT SPLIT**

*CITY OF SPRINGDALE  
 PLANNING OFFICE  
 PLANNING COMMISSION MEETING  
 6/3/2014*

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

**A RESOLUTION APPROVING A CONDITIONAL USE AT  
THE NORTHWEST CORNER OF HIGHWAY 265 AND  
ELECTRIC AVENUE AS SET FORTH IN ORDINANCE NO.  
4030**

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

**WHEREAS**, the Planning Commission held a public hearing on June 3, 2014, on a request by Signature Bank of Arkansas on behalf of White River Bancshares Company for a tandem lot split in a General Commercial District (C-2).

**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 Signature Bank of Arkansas on behalf of White River Bancshares Company for a tandem lot split in a General Commercial District (C-2) with the following conditions – No conditions were made.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Signature Bank of Arkansas on behalf of White River Bancshares Company for a tandem lot split in a General Commercial District (C-2) with the following conditions – no conditions were made.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

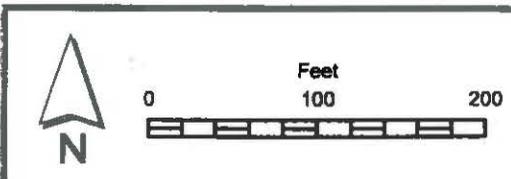
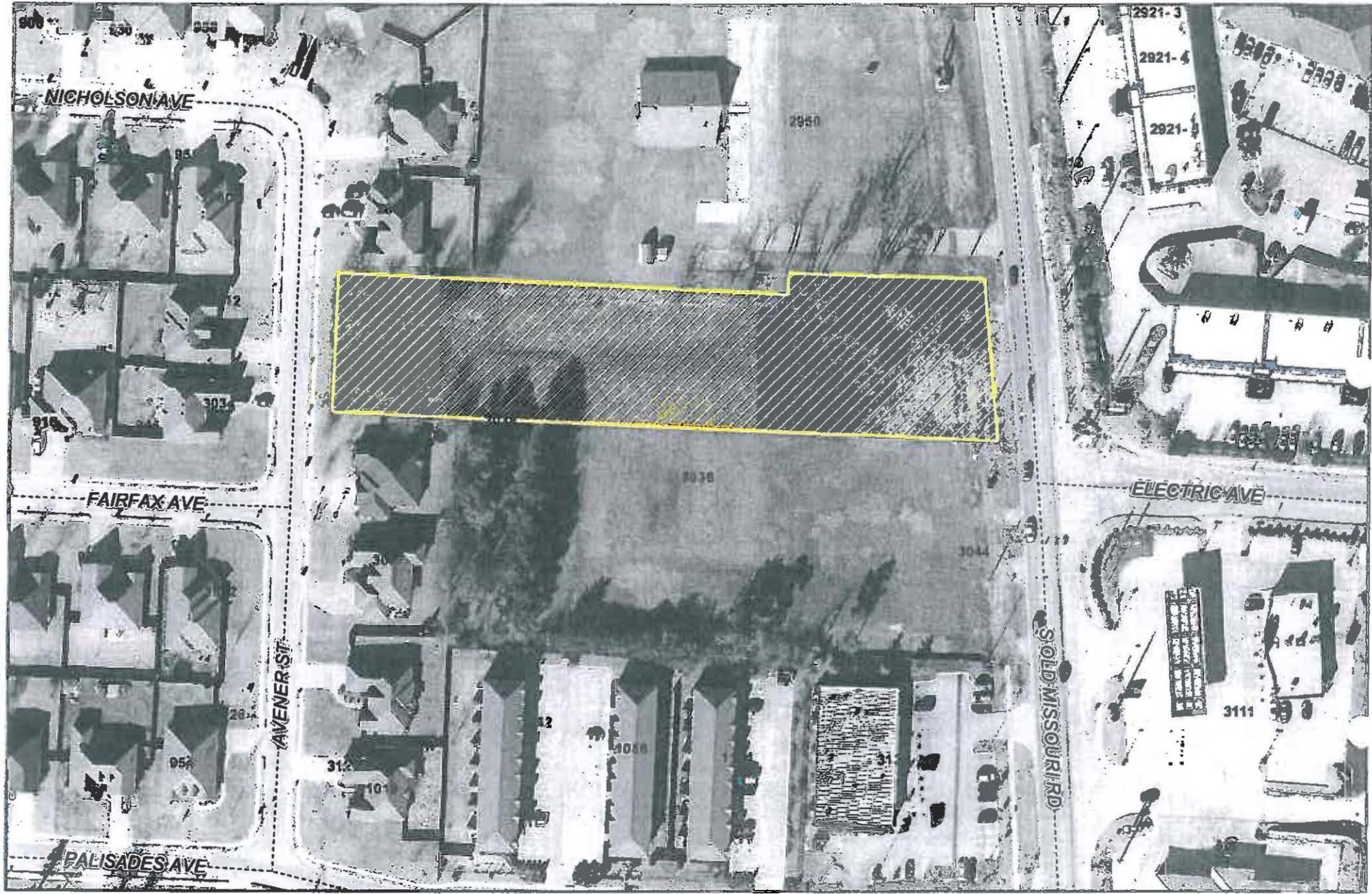
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney



**APPLICANT: SIGNATURE BANK  
 CONDITIONAL USE REQUEST:  
 TANDEM LOT SPLIT**

*CITY OF SPRINGDALE  
 PLANNING OFFICE  
 PLANNING COMMISSION MEETING  
 6/3/2014*

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

**A RESOLUTION APPROVING A CONDITIONAL USE ON THE WEST SIDE OF NORTH 56<sup>TH</sup> STREET, SOUTH OF EAST WAGON WHEEL ROAD 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 June 3, 2014, on a request by Patricia Sharp for a Tandem Lot Split for a single family dwelling 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 Patricia Sharp for a tandem lot split for a single family dwelling in an Agricultural District (A-1) with the following conditions – No conditions were made.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE**, that the City Council hereby grants a conditional use to Patricia Sharp for a tandem lot split for a single family dwelling in an Agricultural District (A-1) with the following conditions – No conditions were made.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

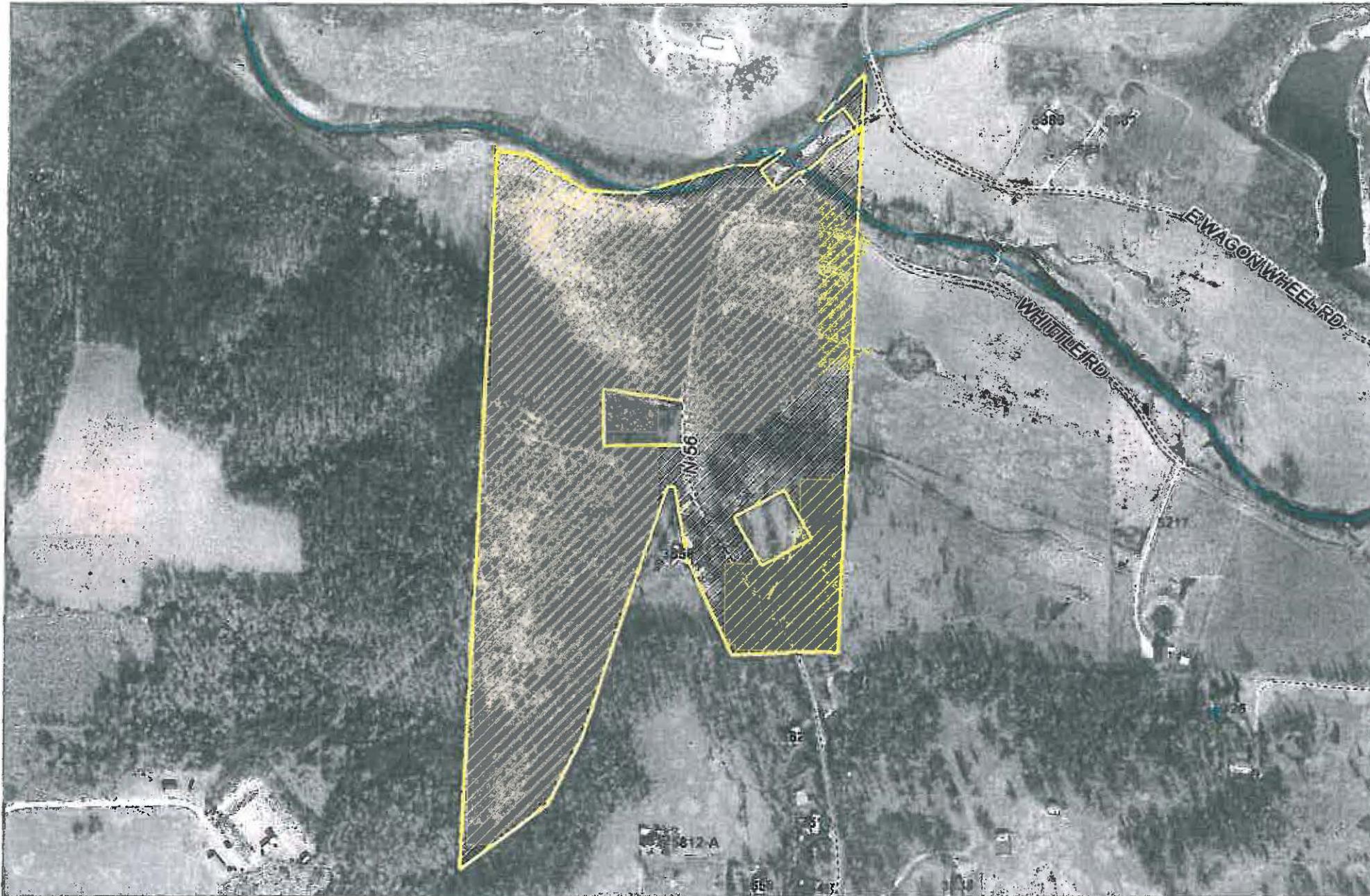
\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney



Feet  
0 100 200  
[Scale bar]

**APPLICANT: PATRICIA SHARP TRUST**  
**CONDITIONAL USE REQUEST:**  
**TANDEM LOT SPLIT**

*CITY OF SPRINGDALE*  
*PLANNING OFFICE*  
**PLANNING COMMISSION MEETING**  
**6/3/2014**

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

**AN ORDINANCE TO WAIVE COMPETITIVE  
BIDDING FOR INSURANCE COVERAGE FOR CITY  
BUILDINGS AND CONTENTS**

**WHEREAS**, The City of Springdale retained the Farris Insurance Agency as the insurance broker for building insurance for the City of Springdale, and

**WHEREAS**, the Farris Insurance Agency has negotiated and secured proposals to insure the buildings and contents for replacement cost of \$104,019,597 with deductibles and premiums, and

**WHEREAS**, after reviewing all proposals the Mayor has recommended the proposal from CNA Insurance with a \$50,000 wind/hail deductible per occurrence and a \$10,000 deductible for all other perils with a premium of \$190,154, and

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

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

**Section 1.** This Council finds that due to the limited number of insurance companies that provide municipal insurance coverage and their practice of limiting their proposals to only one agent, competitive bidding is not feasible or practical and is hereby waived on the purchase of insurance coverage for buildings and contents provided by CNA Company for a premium of \$190,154.

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

**EMERGENCY CLAUSE PASSED AND APPROVED this 24<sup>th</sup> day of June, 2014**

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

ATTEST:

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

APPROVED AS TO FORM

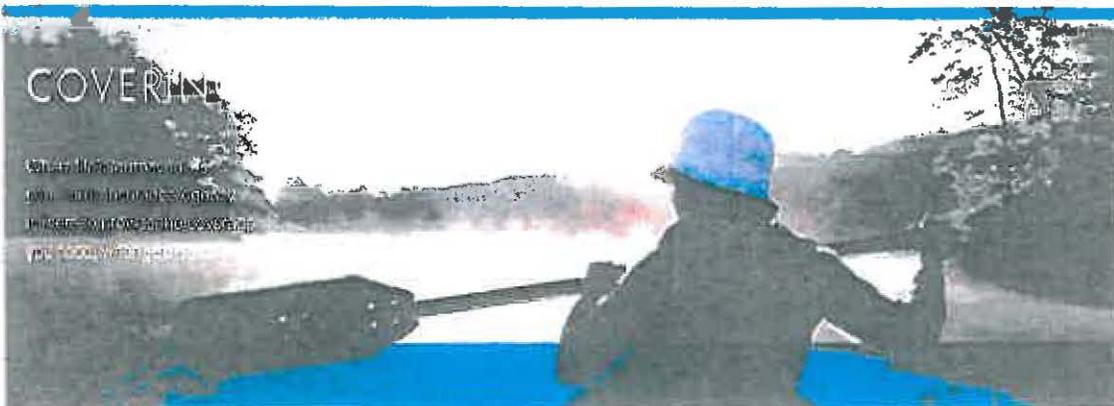
\_\_\_\_\_  
Ernest B. Cate, City Attorney



**FARRIS INSURANCE AGENCY**

**Presented to:**

**City of Springdale  
201 Spring Street  
Springdale, AR 72764**



[www.farrisinsurance.com](http://www.farrisinsurance.com)

**DISCLAIMER – The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are visuals to a basic understanding of coverages. Please read your policy for specific details of coverage.**

## About Farris Insurance Agency

Honesty, hard work, and strong community ties have remained the foundation of Farris Insurance Agency since it was founded in 1973. Serving Springdale and Northwest Arkansas; Farris Insurance Agency provides high-quality coverage for all of your unique insurance needs.

After being purchased by Gary and Vicki Jech in 1993, Farris Insurance Agency has grown from a staff of two to 15. Then, in 2001, Farris expanded even more by teaming up with Bainswest – a cluster of 16 independent insurance agencies in Arkansas and Oklahoma that is recognized as the 58th largest independent insurance agency in the United States, according to the 2008 Insurance Journal trade magazine.

As an independent agent, Farris has access to a variety of carriers to provide you with quality insurance at an affordable price for individuals, home and auto, as well as commercial insurance for businesses large and small. For your convenience, Farris Insurance Agency also handles life, health, and employee benefit programs.

At Farris Insurance Agency, we uphold high standards and principles so that we can better serve you. For more information, or if you have any questions, please contact us.

## Farris Insurance Agency Awards

W.R. Berkley Companies Super Producer Awards: 2008, 2009, 2010

Auto Owners Insurance "Brentwood's Top 10": 2008, 2010

CNA Small Business Premier Agent: 2008

Cameron Mutual Insurance President's Award: 2002, 2003, 2005, 2006

Insurance Journal - Top 100 Independent P/C Agencies (BainsWest): 2004, 2008

TransAmerica Worksite Marketing-Leading Producers Group: 2003



2111 W. Lawrence • Little Rock, AR 72205  
P: 479-226-5326 • F: 479-226-8922 • [www.farris.com](http://www.farris.com)

## Account Service Team:

Below is a brief description of your dedicated account team. They each have a wealth of information, education and capabilities to handle your servicing needs. They are available for phone conversations, answers to email communications, face-to-face meetings and other items as requested.

**Producer**

**Jeff Jech**

[jeff@farrisinsurance.com](mailto:jeff@farrisinsurance.com)

479-236-7438

479-756-6330

**Gary Jech**

[gary@farrisinsurance.com](mailto:gary@farrisinsurance.com)

**Customer Service Representative**

**Kathy Foster**

[Kathy@farrisinsurance.com](mailto:Kathy@farrisinsurance.com)

479-756-6330



# PROPERTY INSURANCE COVERAGE

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CAUSE OF LOSS FORM USED: SPECIAL

Location Schedule Provided by the City

<u>SUBJECT OF INSURANCE</u>	<u>AMOUNT</u>	<u>VALUATION</u>
Total Insured Value	\$104,019,597	Replacement Cost
Flood	\$5,000,000	
Earthquake	\$5,000,000	

# PREMIUMS

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## COMPANY - Deductible

---

## PREMIUM

CNA Insurance

\$190,154

- \$50,000 Wind/Hail Deductible Per Occurrence
- \$10,000 All other Perils Deductible Per Occurrence
- \$50,000 Earthquake/Flood Deductible Per Occurrence

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

**A RESOLUTION AUTHORIZING A CHANGE IN ADMINISTRATION OF THE "COMMUNITY GARDEN PROJECT" ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS, AND LOCATED ON MCCOLLOUGH DRIVE.**

WHEREAS, the City of Springdale, Arkansas, currently owns a tract of real property located off of McCollough Drive, Springdale, Arkansas;

WHEREAS, the City Council for the City of Springdale, Arkansas passed and approved resolution number 158-09 on December 8, 2009, a copy of which is attached hereto, authorizing the creation of a Community Garden Project on a plot of land of approximately 0.44 acres more or less;

WHEREAS, resolution number 158-09 authorized administration of the Community Garden by The Bread of Life organization, a non-profit organization located in the City of Springdale, Arkansas;

WHEREAS, the Bread of Life organization has notified the City of Springdale that they can no longer administer the Community Garden Project starting the spring of 2014;

WHEREAS, the City of Springdale, Arkansas, has been approached by Youth Strategies a non-profit organization founded by Mike Fohner, CEO about assuming administration of the 0.44 acres of real property known as the "Community Garden Project" (a map of the real property proposed to be used is attached as Exhibit "A");

WHEREAS, Youth Strategies is currently authorized by resolution to administer a garden site on a portion of land owned by the City of Springdale, Arkansas located immediately south and adjacent to the Community Garden site;

WHEREAS, the Community Garden Project to be administration by Youth Strategies, a non-profit corporation, will be responsible for the operational guidelines for the project (a copy of the proposed guidelines is attached as Exhibit "B");

**WHEREAS**, the Public Works Department would continue to maintain oversight of the property during the duration of the Community Garden Project;

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the real property shown in Exhibit "A" continue to be used for a Community Garden Project administered by Youth Strategies;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the property contained in Exhibit "A" be used for a Community Garden Project to be administered by the Youth Strategies organization pursuant to the guidelines as outlined in Exhibit "B", with the Street & Public Facilities Department providing oversight of the property during the duration of the project; provided, however, that Youth Strategies submit, at the end of each calendar year, a report to the City Council regarding the project, and the project shall be renewed annually upon the City Council's acceptance of this annual report by a majority vote.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ERNEST CATE, CITY ATTORNEY

Exhibit "A"



COMMUNITY GARDEN SITE & Youth Strategies Garden site

**Springdale Community Garden  
Gardener Guidelines**

The following guidelines have been established by the members of this garden. Only Springdale residents may apply for space in the Springdale Community Garden. Please read the guidelines and direct any questions or comments to the garden leaders.

1. All gardeners are required to complete an application form. An application fee of \$\_\_\_\_\_ is due by \_\_\_\_\_.
2. All gardeners are required to sign up for at least one garden job/crew listed on the application. Please contact the garden leaders for more information.
3. Garden meetings and work parties are scheduled throughout the season. Please plan to attend to get to know your fellow gardeners and assist with garden upkeep and special projects.
4. Keep your plot and the adjoining pathways tended. If your plot appears to be untended for a period of time and you haven't contacted the garden monitor, you will be contacted and your plot may be assigned to another gardener. Call your garden monitor if you need help or if you will be out of town for an extended period of time. If you plan to discontinue use of your space, please let the monitor know as soon as possible so that your plot can be assigned to another gardener.
5. Plant tall plants and vines in places where they will not interfere with your neighbor's plot. Planting illegal plants is prohibited.
6. At the end of the gardening season, all dead plants and non-plant materials (string, wire, wood, metal, plastic, etc.) must be removed and disposed of properly and all gardens left neat and tidy. If your garden is not cleaned-up by \_\_\_\_\_, you could lose your gardening privileges for the next season or be reassigned to a new, smaller plot.
7. Pick up litter when you see it.
8. Please put weeds and dead plants into the compost bin provided. Do not leave them in the pathway. Any diseased plants or seedy or invasive weeds are to be bagged and put in the trash so as not to contaminate the gardens. Old woody plants are to be placed in the brush pile.
9. Do not apply anything to or pick anything from another person's plot without their express approval.
10. Please do not leave the water on unattended. When finished gardening for the day, please roll up the hose at the faucet area, return tools to their proper place.
11. Smoking and chewing tobacco is not allowed. Tobacco can transmit a lethal virus to tomatoes and cigarette butts are loaded with toxins.
12. Pets, drugs (including alcohol), radios, boom boxes and fires are not allowed.
13. Please supervise children in the garden.
14. For your safety, only garden during daylight hours. Consider gardening in pairs or keeping a cell phone nearby if it makes you feel more comfortable.
15. Report theft, vandalism and unusual activities to the garden leaders and police.
16. Use common courtesy, be considerate of your gardening neighbors and ENJOY.
17. Violation of gardener guidelines: If any of the guidelines are violated you will be contacted by phone or email and have one week to address the violation. After one week, if the violation has not been remedied, you may lose your gardening privileges.

Adapted from <http://extension.missouri.edu/explorepdf/miscpubs/mp0906application.pdf>

Proposed Springdale Community Garden  
Gardener Application

Exhibit "B"

1. Gardener: \_\_\_\_\_
2. Gardening partner: \_\_\_\_\_
3. Gardener address: \_\_\_\_\_
4. Gardener phone: \_\_\_\_\_ Partner phone: \_\_\_\_\_
5. Gardener e-mail: \_\_\_\_\_
- Partner e-mail: \_\_\_\_\_

6. Please sign up for at least one of the garden jobs/crews listed below.

- Grounds Committee  Communications Committee
- Monitoring Committee  Education / Social Committee
- Treasurer

7. If you are a new gardener, would you like an experienced gardener to help you?  
Yes \_\_\_ No \_\_\_

8. If you are an experienced gardener, would you like to help a new gardener? Yes \_\_\_ No \_\_\_

9. Photo permission: From time to time, gardeners, garden leaders and the media will take photos of the garden. Please check here (  ) if you do **not** give your permission for your photo to be published. ***If you do not give your permission, please let photographers know when you encounter them at the garden.***

10. Phone and e-mail: All gardeners are required to share their phone number and e-mail address with garden leaders. In addition, a gardener phone and e-mail list is shared with all gardeners. Please check here (  ) if you do **not** give your permission to share your phone number and e-mail with all gardeners.

*By signing below, I certify that I am a resident of Springdale and agree that I have read and understand the Springdale Community Garden Guidelines and plan to abide by all of the garden rules. I agree to hold harmless the City of Springdale and the Bread of Life from and against any damage, loss, liability, claim, demand, suit, cost and expense directly or indirectly resulting from, arising out of or in connection with the use of the Springdale Community Garden by the garden group, its successors, assigns, employees, agents and invites.*

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Adapted from the Community Action Coalition of South Central Wisconsin Community Garden Organizer's Handbook online at [cacsow.org/gardens/handbook/index.htm](http://cacsow.org/gardens/handbook/index.htm). Accessed at <http://extension.missouri.edu/explorepdf/miscpubs/mp0906application.pdf>

**Springdale Community Garden**  
**With Oversight from the Bread of Life**  
Kathi Ickes, Director  
kathi@fumcwired.com  
206 W. Johnson Ave.  
Springdale, AR 72764

Exhibit "B"

EXAMPLE OF  
PAST ORGANIZATIONAL  
PROTOCOL

**Organizing Members:**

Kathi Ickes, Bread of Life  
Sarah King, Botanical Garden of the Ozarks  
Sam Goade, City of Springdale  
Kathryn Birkhead, The Jones Center  
Katherine Barnhart  
Reuben Blood

Lani Froelich  
Glenda Garrison  
Alice Hannah  
Martha Lankford  
David Nelson  
Allyson Williams

**Project Advisors:**

Berni Kurz, UofA Cooperative Extension Service  
Jim McGuire, Springdale Farmer's Market  
Peggy Maringer, Local Farmer

**Purpose:**

To provide common space for residents of Springdale to grow their own fruits and vegetables

**Goals:**

To provide a low-cost way of having a healthy diet; to create opportunities for interaction among gardeners; to encourage a healthy lifestyle

**Committees**

Each member will sign up for and participate on a committee. Each committee will elect or delegate a chair to run the committee and represent the committee on the Executive Board. Committees should meet at the beginning of the gardening season in order to decide how to accomplish their tasks and duties.

The following five committees are permanent committees. A list of some of their duties is given. This list of duties may change in the future. It is recommended that committees divide into smaller subcommittees with elected coordinators when needed, especially to manage larger tasks such as Registration and Recruitment.

**Monitoring Committee**

Advise the Executive Board on making new rules, enforce the rules when necessary, twice annual plot review.

12/3/09

**Grounds Committee**

Communicate with Springdale Public Works to arrange annual maintenance, handle plot layout, collect and maintain community tools, make and maintain paths between the plots, general grounds maintenance, suggest ideas for grounds improvement to the Executive Board.

**Communications Committee**

Create and mail phone lists, construct and maintain bulletin board, make news releases, notify gardeners of events, organize and carry out yearly registration and recruitment of new gardeners, assign plots.

**Education/Social Committee**

Organize educational workshops for gardeners on topics of general interest, Set up the social gathering spot. Organize one annual fun gathering.

**Treasurer**

In cooperation with Bread of Life officials, collect and record plot fee payments, handle fundraising, advise the board on the garden's ability to make purchases.

**Executive Board**

The board will be composed of the head of each permanent committee and a liaison to the Bread of Life. Decisions will be made on a majority vote. The Executive Board will elect a president of the garden, who presides over the Executive Board meetings.

The Executive Board has the following duties and responsibilities:

- They are the voice of the garden.
- They form temporary, non-voting committees on an ad-hoc basis.
- They consider advice from each committee and make rules for the garden.
- They are the final arbiters in any dispute.
- They will review the financial policy of the garden on an annual basis.
- They will make financial decisions.
- They have the absolute discretion to refuse a plot to a gardener or dismiss a current gardener.
- They will monitor completion of committee tasks and fulfillment of volunteer hours and can delegate tasks as needed.
- They are responsible for developing agendas for and facilitating general membership meetings.

12/3/09

Sam G

**RESOLUTION NO. 158-09**

**A RESOLUTION AUTHORIZING THE CREATION OF A  
"COMMUNITY GARDEN PROJECT" ON PROPERTY  
OWNED BY THE CITY OF SPRINGDALE, ARKANSAS,  
AND LOCATED ON MCCOLLOUGH DRIVE.**

**WHEREAS**, the City of Springdale, Arkansas, currently owns a tract of real property located off of McCollough Drive, Springdale, Arkansas;

**WHEREAS**, the City of Springdale, Arkansas, has been approached about the use of 0.44 acres of this real property for a "Community Garden Project" (a map of the real property proposed to be used is attached as Exhibit "A");

**WHEREAS**, the Community Garden Project would be administered by the Bread of Life, a non-profit corporation, who will be responsible for the operational guidelines for the project (a copy of the proposed guidelines is attached as Exhibit "B");

**WHEREAS**, the Street & Public Facilities Department would maintain oversight of the property during the duration of the Community Garden Project, would prepare the land for planting at the beginning of each season, and would undertake any clean-up or restoration of the land at the end of each season;

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the real property shown in Exhibit "A" be used for a Community Garden Project;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the property contained in Exhibit "A" be used for a Community Garden Project to be administered by the Bread of Life organization pursuant to the guidelines as outlined in Exhibit "B", with the Street & Public Facilities Department providing oversight of the property during the duration of the project; provided, however, that the Bread of Life submit, at the end of each calendar year, a report to the City Council regarding the project, and the project shall be renewed annually upon the City Council's acceptance of this annual report by a majority vote.

ErnestCa/2009musc/RESOcommgarden

PASSED AND APPROVED this 8<sup>th</sup> day of December, 2009.

Doug Sprouse  
Doug Sprouse, Mayor

ATTEST:

Denise Pearce  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Jeff C. Harper  
Jeff C. Harper, CITY ATTORNEY

## Sam Goade

---

**From:** Mike Fohner <MikeFohner@youthstrategies.org>  
**Sent:** Sunday, June 01, 2014 9:21 PM  
**To:** Sam Goade  
**Subject:** Springdale Community Garden

Sam,

I am writing to express our interest in managing the Springdale Community Garden on McCollough. I had heard there was an opportunity and need. Youth Strategies would consider it an honor to do so. If the City is open to the offer just let me know what you will need from us. We are ready whenever you are.

Thanks for the consideration!

Mike



YOUTH STRATEGIES

**Mike Fohner**

Founder/CEO

Youth Strategies

PO Box 107, Springdale, AR 72765

M 479-263-6453

O 479-935-8116

F 479-935-8501

[www.YouthStrategies.org](http://www.YouthStrategies.org)

[DONATE NOW](#)

*Disclaimer: This electronic message transmission contains information from Youth Strategies that may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please notify us immediately by telephone (479-935-8116) or email (reply).*

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

**A RESOLUTION AUTHORIZING THE LISTING OF  
PROPERTY FOR SALE**

**WHEREAS**, the Mayor and City Council desire to sell the property located at 206 Blair, and

**WHEREAS**, the City of Springdale purchased this property in October of 2004 and has invested approximately \$475,000 in this property, and

**WHEREAS**, the City Council considers market conditions to be favorable at this time for the sale of this building;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Council hereby authorizes the listing for sale of the property located at 206 Blair for \$495,000 with Greg Taylor of The Griffin Company for a fee of 6%.

**PASSED AND APPROVED** this 24<sup>nd</sup> day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

206 Blair Street  
4,730 sq. ft.  
31 to 35 years old  
Lot is 125' x 130', 0.37 acres  
Purchased by City of Springdale October 2004

Purchase Price	\$300,731	\$63.58/sq.ft.
Improvements	<u>174,585</u>	
Total Investment	\$475,316	\$100.49/sq.ft.

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

**A RESOLUTION AMENDING THE 2014 BUDGET  
OF THE PARKS & RECREATION DEPARTMENT**

**WHEREAS**, the Parks & Recreation Director has requested a budget amendment to appropriate funds to construct two dugouts, install windscreen, install fence capping, and paint scoreboard for the southeast Babe Ruth baseball field

**WHEREAS**, Parks & Recreation Director supports the upgrade for this field, and

**WHEREAS**, all material costs will be incurred by Ecclesia College, and

**WHEREAS**, the City will benefit by having the only three field Babe Ruth complex in the area to attract large tournaments, and

**WHEREAS**, the City Council will appropriate an amount up to and not to exceed \$25,000 from Capital Improvements Funds for the labor to install the first cut blocks similar to the other two Babe Ruth baseball fields;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Parks & Recreation Department is hereby amended as follows:**

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Proposed Budget</u>
Parks	10103014518011	Property Improvements	0	\$25,000	\$25,000

**PASSED AND APPROVED** this 24th day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney



**Tyson Sports Complex  
Southeast Baseball Field  
Facility Partnership Request**

**Proposed by:**



## **Overall Proposal**

Ecclesia College is proposing a mutually beneficial facility enhancement partnership of the southeast baseball field at the Tyson Sports Complex with the Springdale Parks and Recreation Department.

## **Current Partnership**

Currently, the Ecclesia College baseball team uses the southeast baseball field during the fall and spring for practice and games. We have access to a small storage unit, club house, score board, lights and water on the field. We are supplied with basic field maintenance tools to assist with upkeep of the field. In addition, we assist with general clean-up of the surrounding area, club house and other responsibilities as requested. We have greatly appreciated the relationship created with Chad Wolf and Kaleb Reynolds.

## **Proposal Breakdown**

### **1. Southeast Field Upgrade Request**

- \* Cut Block Dugouts (with a garage unit at the end of the 3<sup>rd</sup> base dugout). Same size as Springdale's and Har-Ber's fields. Home dugout (66 ft. x 13 ft. x 9 ft.) and visitor dugout (51 ft. x 13 ft. x 9 ft.).
- \* 66 ft. x 12 ft. cement pad for 3<sup>rd</sup> base dugout and 51 ft. x 12 ft. cement pad for 1<sup>st</sup> base dugout.
- \* 66 ft. x 4 ft. chain link fence in front of 3<sup>rd</sup> base dugout and 51 ft. x 4 ft. chain link fence in front of 1<sup>st</sup> base dugout.
- \* Navy Blue Outfield Fence Windscreen and Gold Polycap.
- \* Paint Scoreboard.
- \* Sod in front of dugout areas.

### **2. Estimated Material Costs**

- \* Dugouts - \$20,620.00 with second cut block and use of existing material already on hand or \$25,520.00 if we use first rate block to match current city block.
- \* Cement pads for both dugouts = \$2,200.00 (3<sup>rd</sup> base dugout) and \$1,800.00 (1<sup>st</sup> base dugout)
- \* Chain linked fence in front of dugouts = \$700.00 (3<sup>rd</sup> base dugout) and \$500.00 (1<sup>st</sup> base dugout).
- \* Windscreen and polycap for the outfield fence will cost \$2,000.00.
- \* Paint/supplies for scoreboard will cost around \$500.00.
- \* Sod in front of dugouts after completion will cost around \$135 per pallet. Figure we will need around 4-5 pallets.
- \* Estimated Total Material Cost = \$33,895.00 (using first rate block)
- \* Ecclesia College is proposing to cover all material costs.

### 3. Estimated Labor Costs

- \* Block labor varies from company to company and we have found that it can be between \$2.00 - \$4.00 per block. Estimated labor breakdown would be as follows:
  - Home Dugout (66 ft. x 13 ft. x 9 ft.) = 1,080 blocks (includes garage) = \$2,160.00 - \$4,320.00
  - Visitor Dugout (51 ft. x 13 ft. x 9 ft.) = 693 blocks = \$1,386.00 - \$2,772.00
- \* Cement pads = \$2,400.00 (3<sup>rd</sup> base dugout) and \$1,900.00 (1<sup>st</sup> base dugout).
- \* Chain linked fence in front of dugouts = \$400.00 (3<sup>rd</sup> base dugout) and \$300.00 (1<sup>st</sup> base dugout)
- \* Estimated Total Labor Cost = \$12,092 (using \$4.00 per block labor cost)
- \* Ecclesia College is proposing that the Parks and Recreation cover labor costs for dugouts. The baseball team will put up the windscreen/polycap, paint the scoreboard and lay the sod at no charge.

### Proposal Breakdown (continued)

#### 4. Timeline Completion Request

- \* If approved, Ecclesia College would like to propose that the dugouts be ready for this upcoming spring 2015 season. Our first home game in 2015 is February 14. The windscreen/polycap and painting of the scoreboard will be purchased and done this summer, while the sod would be purchased and laid upon completion of the dugouts.

### Mutually Beneficial Partnership

#### 1. Facility Enhancement for Summer Games and Tournaments Hosted at Tyson.

- \* Upgrades will not only improve the look of the southeast field, but will dramatically enhance the overall environment of the baseball complex for summer games and tournaments hosted by the Tyson Baseball Complex.

#### 2. Cost Effective for Both Sides

- \* The sharing of cost for upgrades will be cost effective for both sides.

#### 3. Great Facility Opportunity for Ecclesia College and the Baseball Program

- \* Tyson's venue, location and facility resources offers Ecclesia College a great home field for its baseball program heading into its second year of intercollegiate competition.

#### 4. Parks and Recreation Access to Ecclesia College's Work Learning Program

- \* In addition to the facility partnership, Ecclesia College and the baseball program would like to continue to offer the College's Work Learning Program as a workforce resource as requested.

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

**A RESOLUTION APPROPRIATING FUNDS OF THE  
CAPITAL IMPROVEMENT PROJECT FUND**

**WHEREAS**, the Mayor and City Council desire to sell the property located at 206 Blair and presently occupied by Community Engagement, and

**WHEREAS**, Community Engagement is planning to move to the building located at 210 Spring and previously occupied by the Arkansas Department of Correction, and

**WHEREAS**, the building at 210 Spring is in need of a new roof and other repairs;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City Council hereby appropriates \$20,000 from the Capital Improvement Project Fund for renovation of the building located at 210 Spring.

**PASSED AND APPROVED** this 24<sup>nd</sup> day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

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

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A COPIER AND PRINTER LEASE AGREEMENT  
WITH CORPORATE BUSINESS SYSTEMS**

**WHEREAS**, the City of Springdale's Police Department needs to replace several old copiers and printers, and

**WHEREAS**, Corporate Business Systems has submitted a proposal to provide eight copiers and nine printers for 60 months with a monthly lease fee of \$807.92, and

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

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a 60 month copier and printer lease agreement with Corporate Business Systems for a monthly cost of \$807.92

**PASSED AND APPROVED** this 24<sup>th</sup> day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

3348 East Cherry Street • Springfield, MO 65802 • Phone 417-831-6400 • Fax 417-831-3183

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Corporate Business Systems of Missouri, Inc.

**CUSTOMER INFORMATION**

FULL LEGAL NAME			STREET ADDRESS	
City of Springdale Police Department			201 Spring Street	
CITY	STATE	ZIP	PHONE	FAX
Springdale	AR	72764	479-756-8200	479-750-8553
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Same				
CITY	STATE	ZIP	E-MAIL	
			mpeters@springdalear.gov	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				
Same				

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
Kyocera TASKalfa 5501i		
Kyocera TASKalfa 5501i		
Kyocera TASKalfa 3051ci		
Kyocera ECOSYS M6526cidn		
Kyocera ECOSYS M6526cidn		
Kyocera ECOSYS M6526cidn		
Kyocera ESOSYS M 2535dn		

together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See the attached Schedule A       See the attached Billing Schedule

**TERM AND PAYMENT SCHEDULE**

Term in 60 Months      60 Payments\* of \$ 807.92      \*plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

Payment includes _____	B&W Copies per month	Overages billed monthly at \$ _____	per B&W copy*
Payment includes _____	Color Copies per month	Overages billed monthly at \$ _____	per Color copy*
Payment includes _____	B&W Prints per month	Overages billed monthly at \$ _____	per B&W print*
Payment includes _____	Color Prints per month	Overages billed monthly at \$ _____	per Color print*

By initialing here, you agree that service and supplies are not included in this Agreement.

**END OF LEASE OPTIONS**

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.      \_\_\_\_\_ Customer's Initials

1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.      \_\_\_\_\_ Customer's Initials

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

**LESSOR ACCEPTANCE**

Corporate Business Systems of Missouri, Inc.      \_\_\_\_\_

LESSOR      SIGNATURE      TITLE      DATED

**CUSTOMER ACCEPTANCE**

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Springdale Police Department      **X**      \_\_\_\_\_

CUSTOMER (as referenced above)      SIGNATURE      TITLE      DATED

FEDERAL TAX I.D. #      PRINT NAME

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

City of Springdale Police Department      **X**      \_\_\_\_\_

CUSTOMER (as referenced above)      SIGNATURE      TITLE      DATE OF DELIVERY

**1. AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

**2. RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

**5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify, and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

**7. INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

**8. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

**9. WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

**10. LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**11. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is not included in this Agreement and will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

**12. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per copy/print" charge that exceeds the number of copies/prints originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per copy/print" charge.

**13. UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR COPY/PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

**14. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



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

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A COPIER AND PRINTER MAINTENANCE  
AGREEMENT WITH CORPORATE BUSINESS SYSTEMS**

**WHEREAS**, the City of Springdale's Police Department needs maintenance and supplies for their copiers and printers, and

**WHEREAS**, Corporate Business Systems has submitted a proposal to provide maintenance and toner for their copiers and printers for 60 months with a monthly fee of \$499.94, and

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

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a 60 month copier and printer maintenance agreement with Corporate Business Systems for a monthly cost of \$499.94

**PASSED AND APPROVED** this 24<sup>th</sup> day of June, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



PLEASE SELECT

- Managed Print Services (MPS)
- Total Service and Supplies (TSS)
- Rental Agreement

3448 East Cherry Street, Springfield, MO 65802 P (417) 831.6400 (800) 370.9964 F (417) 831.3183

**BILL TO NAME** City of Springdale Police Department  
**STREET** 201 Spring St.  
**CITY** Springdale **ST** AR **ZIP** 72764

**BILLING CONTACT** Captain Mike Peters  
**EMAIL** mpeters@springdalear.gov  
**PHONE** (479) 756-8200

**AGREEMENT BASE PAYMENT** \$ 499.94 **MONO PAGES INCLUDED** 47,874 **COLOR PAGES INCLUDED** 1,126

**AGREEMENT START DATE** \_\_\_\_\_ **BASE BILLING CYCLE:**  MONTHLY  QUARTERLY  SEMI ANNUAL  ANNUAL  INCLUDED IN LEASE / MPS PAYMENT

**AGREEMENT TERM (# of months)** 60 **OVERAGE BILLING CYCLE**  MONTHLY  QUARTERLY  SEMI ANNUAL  ANNUAL  OVERAGES BILLED BY LEASING CO

If this agreement covers more than one system or has 3 tier color, please check this box and utilize the "Schedule A" and/or "Schedule 3T"

Manufacturer	Model	Location	Operator	Phone	Address	City	State	Zip	Rate
Kyocera	TASKalfa 3051ci	Dispatch	Milke Peters	(479) 756-8200	201 Spring St.	Springdale	AR	72764	\$0.065

1. This agreement includes all mechanical parts, drums, or photoconductors, toners, development units, fuser assemblies, fuser oil, paper feed kits, preventative maintenance, repair service, and 30 days free network support for any device installed on your network by a Corporate Business Systems' provided network engineer.

2. This agreement does not include: Paper, labels, staples, transparencies of any kind, software and/or network related issues directly related to the malfunction of the CBS installed device that occur after the 30 day CBS support has expired, or the installation and/or removal of toner or stapler cartridges unless directly related to the malfunction of the device.

3. When this service agreement covers a multifunctional or digital device that is located on your network, and it has been determined by our technician to be a problem other than the actual device, we will explain the situation to your network administrator or designated individual. Should you desire further assistance from CBS for technical support outside the scope of this agreement, it will be billed at CBS's current service labor rate per hour.

4. If this agreement covers a color device, CBS reserves the right to adjust the color base and/or overage charge if the customer's color toner usage consistently exceeds a reasonable consumption. This reasonable consumption is based on a 20% fill (or coverage) rate on an 8.5" x 11" document. The actual fill rate for the customer's produced documents is calculated by the device and the report will be generated by an agent of CBS if shipped quantities of color toner exceed the average yield as specified by the manufacturer. At that time, the customer will be informed of any increase and be provided the generated report for their review.

5. In consideration of the performance and observance by the Customer of the terms and conditions hereof, Corporate Business Systems, hereafter referred to as "CBS", agrees, subject to the terms and conditions hereof, to train a key operator and to perform all maintenance as required. The technical representative will inspect, clean, lubricate and make ordinary and necessary mechanical adjustments on the above described equipment according to factory recommendations. CBS will also perform all intervening calls requested by the customer at no extra charge unless machine malfunction is caused by, act of God, vandalism, customer misuse, neglect or

6. All scheduled calls and intervening calls will be performed during CBS's normal working hours. The rate shown above for charges per copy and base charge are for performing maintenance only at the location listed above or on attached equipment schedule. Should the equipment be relocated, a different rate may prevail.

7. The customer agrees to appoint a key operator and to exert reasonable care in the operation of the equipment and to provide manufacturer recommended consumable supply items and customer care programs as frequently as needed for optimum machine performance.

\*\*additional terms and conditions are found on the reverse side of this document. Your signature below demonstrates that you have read and agree to all terms &

Customer agrees to:

1. Assign an employee as key operator for each device or devices covered under this agreement
2. Replace all user replaceable supplies (toners, staples, paper etc.) as indicated by the system covered under this
3. Inform CBS of any changes in equipment location or removal of equipment covered under the agreement.
4. Make CBS aware of any network changes that affect the ability to remotely gather meters.
5. Provide meter readings when requested. Remote meter collection software may be deployed but if CBS can't collect meters through this means manual meter readings must be taken and provided to CBS.

Customer Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature of CBS Selling Representative \_\_\_\_\_

Draw Blake

8. Shop overhaul or alterations performed on the premises of CBS Service Center will be billed separately from this agreement. Such services shall be rendered after an estimate of the additional charge has been given to and approved by the Customer.

9. CBS shall not be obligated to provide services as called for in the agreement unless the Customer is current with all payments due CBS under the terms of this agreement or any other agreement related to specified equipment.

10. CBS may elect, due to significant cost increases from economic conditions outside of our control, to place a surcharge on this agreement to assist us in offsetting these unforeseen expenses. These surcharges will not exceed \$6.50 per invoice.

11. This agreement is automatically renews annually under the existing conditions for successive periods upon invoicing by CBS at the rate in effect at the time of renewal unless canceled by either party at least Ninety (90) days prior to the expiration date. In the event a customer elects early cancellation of this contract 20% of the remaining payments will be due at the end of the 90 day cancellation period. This contract will not increase more than 10% in any one annual renewal period. This agreement is subject to the approval by CBS of the mechanical and operational condition of the equipment.

12. Customer is required to immediately notify CBS upon installation of any additional equipment at Customer's site capable of using CBS supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this agreement. Clients must inform CBS of any changes of location of equipment under contract.

13. Customers under Rental Agreement contract may buy out of the contract for 30% of the remaining stream of payments. A one time fee of \$150.00 will be charged to customer on first invoice to offset the expense of delivery, set up, training and end of rental pick up of hardware.

14. CBS recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. CBS agrees to treat Customer's Information on a confidential basis. CBS further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of CBS who have to perform the services contemplated hereunder. CBS agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

15. If customer declines the use of the CBS automated meter gathering software the the customer assumes full responsibility for providing CBS with accurate meter readings as requested by CBS. If meter readings are not provided, CBS will generate a high estimate of the customers usage and generate a timely invoice.

16. Customers are responsible for any applicable personal property taxes & sales taxes.

17. CBS shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage)

18. In the event that CBS does not perform the services to the Customer's satisfaction, Customer shall inform CBS in writing and CBS shall have a period of thirty (30) days to correct any deficiencies in performance. Should CBS still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

- a) Permit CBS to remove any CBS owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to CBS through the date of removal of such equipment and supplies



# SCHEDULE "A"

This form also serves as the CBS MOVE ADD CHANGE form for TSS/MPS/Rental Agreements

CUSTOMER NAME City of Springdale Police Department

DATE \_\_\_\_\_

\_\_\_\_\_

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	TASKalfa 5501i			Y			0.0085				
	Records		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	TASKalfa 5501i			Y			0.0085				
	CID Main Copier		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		128 Spring St.				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	ECOSYS M6526cidn			Y			0.0099			0.074	
	CID Upstairs		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		128 Spring St.				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	ECOSYS M6526cidn			Y			0.0099			0.074	
	Chief's Office		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	ECOSYS M6526cidn			Y			0.0099			0.074	
	Taylor Johnson		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	ECOSYS M2535dn			Y			0.0099				
	Hignite/Sanchez - Training		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	ECOSYS M2535dn			Y			0.0099				
	Drug Unit		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	FS-4000DN			Y			0.0099				
	Warrant Office		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

<input type="checkbox"/> Add to existing agreement		<input type="checkbox"/> Remove from agreement		<input type="checkbox"/> Change existing agreement		[Redacted]		[Redacted]		[Redacted]	
Kyocera	FS-4000DN			Y			0.0099				
	Booking		Mike Peters			mpeters@springdale-ar.gov			479-756-8200		
		201 Spring Street				Springdale				AR	72764

CBS Representative: **Drew Blake**

Customer Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# SCHEDULE "A"

This form also serves as the CBS MOVE ADD CHANGE form for TSS/MPS/Rental Agreements

CUSTOMER NAME City of Springdale Police Department

DATE \_\_\_\_\_



Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Records	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Lt. Cogar	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Report Room	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Dispatch	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Barbara	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Captain Peters	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

Kyocera	FS-4000DN		Y	0.0099			
	Hritz	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement

HP	Laserjet 4050		Y	0.0099			
	Bersl	Mike Peters			moeters@springdalear.gov	479-756-8200	72764
		201 Spring Street			Springdale	AR	

Add to existing agreement     Remove from agreement     Change existing agreement


CBS Representative: **Drew Blake**

Customer Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

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

**AN ORDINANCE AMENDING SECTION 38-58 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

WHEREAS, Section 38-58 of the Code of Ordinances of the City of Springdale, Arkansas, contains the charges for ambulance service provided by the City of Springdale, Arkansas;

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 Section 38-58 of the Code of Ordinances of the City of Springdale, Arkansas, to update the charges associated with ambulance service provided by the City of Springdale, Arkansas;

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

**Section 1:** Section 38-58 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 38-58. Rates and charges for service.**

The ambulance service hereby authorized shall be provided at the following rates and charges to patrons:

*Inside or Outside City Limits*, when the service is being provided in an area covered by a cooperative service agreement:

Anywhere to anywhere...~~The rate shall be the current Medicare allowable charge plus 15%~~

~~Treatment of a patient, but no transport...½ of the current Medicare allowable charge plus 15%~~

~~Loaded mileage, per mile...The rate shall be the current Medicare allowable charge plus 15% as follows:~~

<u>BLS transport</u>	<u>\$425.00</u>
<u>ALS 1 transport</u>	<u>\$525.00</u>
<u>ALS 2 transport</u>	<u>\$725.00</u>
<u>BLS treat and release</u>	<u>\$200.00</u>
<u>ALS treat and release</u>	<u>\$275.00</u>
<u>Loaded mileage charge</u>	<u>\$ 11.00 per mile</u>

The Springdale Fire Department reserves the right to adjust our fee schedule above to increase the fee by the previous year's Consumer Price Index(CPI) so that we can keep pace with inflation each year.

EMS standby time per hour .....\$ ~~120.00~~ 150.00

EMS standby time for non-profit charitable organizations, per hour .....~~60.00~~ \$75.00

Football standby for any school within the city limits of Springdale at \$150 per night per school

~~EMS standby time without ambulance present, per hour per staff member .....25.00~~

~~Charges for supplies and drugs on a patient will be pursuant to the schedule on file with the fire department.~~

~~Outside of City Limits for an area not covered by a cooperative service agreement:~~

~~The rate shall be the current Medicare allowable charge plus 15% with an additional \$400.00 service delivery charge~~

~~½ of the current Medicare allowable charge plus 15%~~

~~Loaded mileage, per mile...The rate shall be the current Medicare allowable charge plus 15%.~~

~~EMS standby time per hour .....\$ 120.00~~

~~EMS standby time for non-profit charitable organizations, per hour .....60.00~~

~~Charges for supplies and drugs on a patient will be pursuant to the schedule on file with the fire department.~~

Individuals who are in custody: when the service is being provided to an individual who is in custody (as defined in 42 CFR §411.4(b)), any charges shall be the responsibility of the patient transported and not the City of Springdale.

**Section 2:** All other provisions of Chapter 38 of the Code of Ordinances 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 that this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, become 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 THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR E911 DISPATCH SERVICES BETWEEN THE CITY OF SPRINGDALE AND THE CITY OF TONTITOWN.**

WHEREAS, the City of Springdale currently handles emergency dispatch calls for the Tontitown City Fire Department; and

WHEREAS, the City of Springdale and the City of Tontitown wish to specify which department is responsible for emergency calls dispatched to the Tontitown City Fire Department; and

WHEREAS, the City of Springdale and the City of Tontitown wish to enter into an agreement to memorialize their agreement for E911 dispatch services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute an Agreement for E911 Dispatch Services between the City of Springdale and the City of Tontitown, a copy of which is attached to this Resolution.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

**Agreement for E911 Dispatch Services between the City of Springdale and the City of Tontitown**

This Agreement is made and entered into between the City of Springdale, Arkansas a municipal corporation and the City of Tontitown, Arkansas also a municipal corporation.

**Now, Therefore,** it is mutually agreed as follows:

1. The City of Springdale in conjunction with its current Emergency Dispatch Center will provide emergency dispatch for the Tontitown City Fire Department.
2. Except as expressly provided in this agreement, the parties agree that this agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to either Party under any existing law or regulation.
3. This agreement does not, and is not intended to, obligate or require the City of Springdale Emergency Dispatch Center to change, alter, modify, or develop any different dispatch related procedures, policies, and/or standards; purchase or use any special or additional equipment; or alternatively, prohibit the City of Springdale Emergency Dispatch Center from implementing any future communication-related changes that the Center in its sole judgment and discretion, believes to be in its best interest.
4. The City of Springdale Emergency Dispatch Center shall be solely and exclusively be responsible, during the terms of this agreement, for guaranteeing that (a) all equipment will be properly set, adjusted, and maintained to dispatch to the City of Tontitown on the current frequency being utilized by the Tontitown Area Fire Department. No additional tone or frequency shall be added, and it will be the responsibility of the Tontitown City Fire Department to recognize a call within their jurisdiction and respond, notifying dispatch that they are responding.
5. The Tontitown Area Fire Department will also have to be aware of the area they cover and shall be responsible for knowing when a call is generated if they need to respond. It will not be the responsibility of the City of Springdale Emergency Dispatch Center to determine whose jurisdiction the call is being generated in, but falls to the two agencies that will be on the same frequency. The City of Springdale assumes no responsibility in determining whose jurisdiction the call may be in. That is the sole responsibility of the agencies that are on the same frequency.
6. This agreement will run effective until December, 31, 2014 or may be terminated sooner with written notification from the City of Tontitown. This is due to the plan to move to the county dispatch center for Washington County, however, an extension may be granted to ensure a seamless transfer.

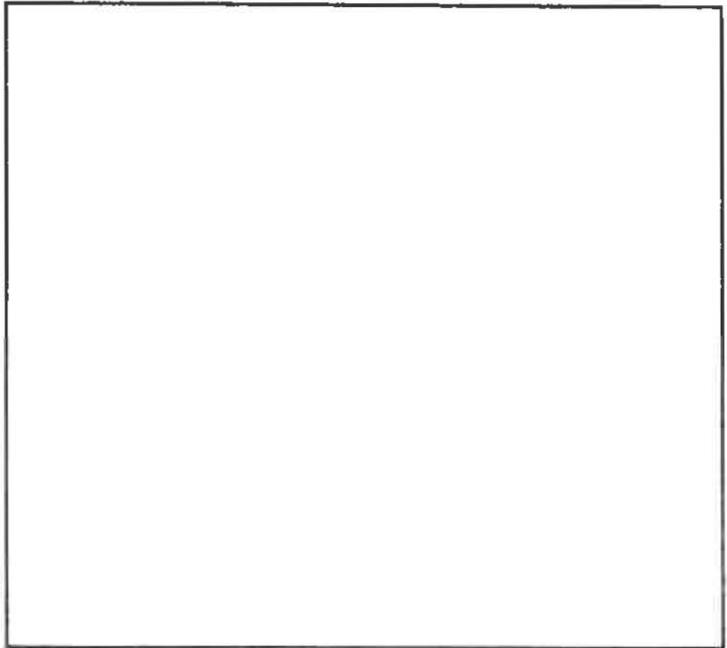
\_\_\_\_\_  
Mayor City of Springdale

\_\_\_\_\_  
Mayor City of Tontitown

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

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

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



**PROPERTY OWNER:** Peter M. & Linda L. Behrens  
**LEGAL DESCRIPTION:** Lot No. 15 of Candlestick Place, a subdivision to the City of Springdale, Arkansas as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.  
**LAYMAN'S DESCRIPTION:** 3207 Kasey Ave.  
Springdale, Arkansas  
**PARCEL NO.:** 815-32531-000

**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:

\$664.06 clean-up costs and \$27.96 administrative costs – 3207 Kasey Ave.

**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:

\$692.02, plus 10% for collection – 3207 Kasey Ave. (Parcel #815-32531-000)

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



**Office Of The City Attorney**

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

*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

May 16, 2014

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Peter M. and Linda L. Behrens  
4574 Williamstown Blvd.  
Lakeland, FL 33810-2738

Green Tree Servicing, LLC  
c/o The Corporation Company, Registered Agent  
124 W. Capitol Ave., Suite 1900  
Little Rock, AR 72701

RE: Notice of clean-up lien on property located at 3207 Kasey,  
Springdale, Washington County, Arkansas, Tax Parcel No. 815-  
32531-000

Dear Property Owner/Lienholder:

On June 13, 2013, notice was posted on property located at 3207 Kasey, 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 September 30, 2013, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 2, 2014. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$664.06. 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 \$6.48 per

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

This is to notify you that in the event this amount is not paid to the City of Springdale on or before June 18, 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, June 24, 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 \$677.02, which includes \$664.06 for cleaning up the property and \$12.96 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

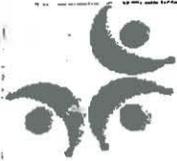


Sarah Sparkman  
Deputy City Attorney

enclosures  
SS:ch

**Cindy Horlick**

**From:** noreply@cometracker.com  
**Sent:** Friday, May 02, 2014 8:38 AM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; sgoad@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** Peter and Linda Beherns City Abatement Bill 3207 Kasey

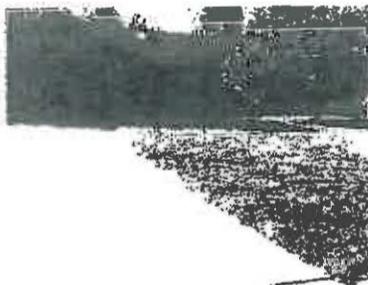


## City of Springdale Code Enforcement

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

### CITY ABATEMENT - Friday, May 02, 2014 8:34:03 AM (PUBLIC WORKS 6)

Property Address	3207 Kasey
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Peter and Linda Beherns
Date of Abatement	Wednesday, April 30, 2014 8:00:00 AM
Officer on Site	Debi Jones
Supervisor on Job	Ricardo Quiroz
Employee	Ricardo Quiroz
RQ Benefit Rate	\$28.03
1 Method of Compliance	Mowing
Time of Abatement in Hours	2
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$28.03
Total Employee Cost	\$56.06
Equipment Cost per hour	\$0.00
Total Equipment Cost	\$0.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$304.06
Final Photos	Attached Data



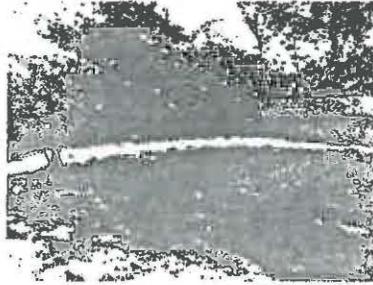
Final Photos

Attached Data



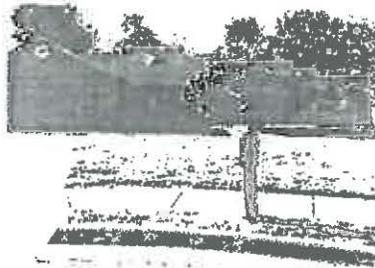
Final Photos

Attached Data



Final Photos

Attached Data



**Cindy Horlick**

**From:** noreply@cometracker.com  
**Sent:** Friday, May 02, 2014 9:48 AM  
**To:** ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov  
**Subject:** Peter & Linda Beherns City Abatement Bill 3207 Kasey



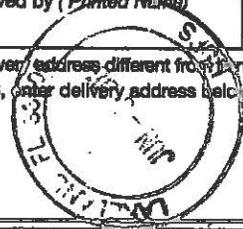
## City of Springdale Code Enforcement

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

### **CITY ABATEMENT - Friday, May 02, 2014 9:46:36 AM (PUBLIC WORKS 6)**

Property Address	3207 Kasey
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Peter & Linda Beherns
Date of Abatement	Wednesday, April 30, 2014 8:00:00 AM
Officer on Site	Debi Jones
Supervisor on Job	Ricardo Quiroz

Equipment	748 Grasshopper, 755 Grasshopper, 6030 Service Truck-Landscaping, 6031 Service Truck-Landscaping
748 Grasshopper	\$55.00
755 Grasshopper	\$55.00
6030 Service Truck-Landscaping	\$35.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	2
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$0.00
Total Employee Cost	\$0.00
Equipment Cost per hour	\$180.00
Total Equipment Cost	\$360.00
Mobilization Fee	\$0.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$360.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery <u>6/13/14</u></p>
<p>1. Article Addressed to:</p> <p><b>Peter M. and Linda L. Behrens</b>  <b>4574 Williamstown Blvd.</b>  <b>Lakeland, FL 33810-2738</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>  <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <u>7011 1570 0000 8221 2168</u></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____</p> <p>C. Date of Delivery _____</p>
<p>1. Article Addressed to:</p> <p><b>Green Tree Servicing, LLC</b>  <b>c/o The Corporation Company, Registered Agent</b>  <b>124 W. Capitol Ave., Suite 1900</b>  <b>Little Rock, AR 72701</b></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <u>7011 1570 0000 8221 2175</u></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1540</p>	