

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

- **Monday, July 1st, 5:30 p.m. is the next Committee meetings.**
 - **Committee agendas will be available on Friday, June 28th, 2013.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 25TH, 2013
(Amended Agenda)

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **MIKE OVERTON**

6:00 p.m. **OFFICIAL AGENDA Pg's 1-2**

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. Recognitions by Mayor Doug Sprouse

Retirement – Everett W. Coonfield, Bldg Inspector
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 11th, 2013 **Pg's 3-11**
7. Reports
 - Building Inspection Activity Report for May **Pg's 12-14**
8. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....9A; 10; 12; 13A,B; 16; 17; 18.* (Motion must be approved by two-thirds (2/3) of the council members).
9. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
 - A. **An Ordinance** authorizing the City of Springdale Public Works Department to renew a contract for uniforms with Cintas Corporation; to waive competitive bidding and for other purposes. (*Committee forwarded to Council with recommendation for approval*) **Pg's 15-29**
 - B. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for acquisition services associated with the 2012 Bond Program. (*Committee forwarded to Council with recommendation for approval*) **Pg. 30**
 - C. **A Resolution** authorizing the execution of an amendment to a contract for professional services. (*Committee forwarded to Council with recommendation for approval*) **Pg's 31-34**

10. Police & Fire Committee Report and Recommendations by Chairman Eric Ford:

An Ordinance amending Section 46-26 of the Code of Ordinance of the City of Springdale, Arkansas; declaring an emergency and for other purposes. *(Committee forwarded to Council with recommendation for approval)* **Pg's 35-37**
11. Finance Committee Report and Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** amending the 2013 Budget of the City of Springdale Fire Department. *(Committee forwarded to Council with recommendation for approval)* **Pg's 38-40**
 - B. **A Resolution** amending the 2013 Budget of the City of Springdale Police Department. *(Committee forwarded to Council and recommended approval)* **Pg's 41-45**
 - C. **A Resolution** authorizing the offering of Sales and Use Tax Refunding Bonds; and prescribing other matters relating thereto. *(Committee forwarded to Council with recommendation for approval)* **Pg's 46-48**
12. Risk Management Committee Report and Recommendations by Chairman Jim Reed:

An Ordinance to waive competitive bidding for insurance coverage for city buildings and contents. *(Committee forwarded to Council with recommendation for approval)* **Pg's 49-51**
13. Planning Commission Recommendations by Planning Director Patsy Christie:

(The items listed below was forwarded from the Planning Commission to the City Council with recommendations for approval)

 - A. **An Ordinance** rezoning 1 acre owned by Computer Commercial Services, located at 3660 S. 56th Street from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. **Pg's 52-54**
 - B. **An Ordinance** rezoning 4.64 acres owned by Crossland Holding Company, LLC, located at 800 S. 40th Street from General Commercial District (C-2) to Light Industrial District (I-1) and declaring an emergency. **Pg's 55-57**
14. **A Resolution** approving a reappointment to the Board of Commissioners of the Housing Authority of the City of Springdale, presented by Wyman Morgan, Director of Admin. & Financial Services. **Pg's 58-59**
15. **A Resolution** authorizing the execution of a copier lease agreement with Professional Business Systems, presented by Courtney Kremer, Animal Services Director. **Pg's 60-64**
16. **An Ordinance** repealing Ordinance No. 4713 which was passed on June 11th, 2013; to declare an emergency and for other purpose, presented by Ernest B. Cate, City Attorney. **Pg. 65**
17. **An Ordinance** authorizing the City Clerk to file a Clean-Up-lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 2148 Woodford Street, 3304 Luvane Avenue, 4102 Watkins Avenue, and 103 West Edmondson Avenue, presented by Ernest B. Cate, City Attorney. **Pg's 66-68**
18. **An Ordinance** authorizing the City Clerk to file a Clean-Up-Lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 4487 Warwick Avenue, presented by Ernest B. Cate, City Attorney. **Pg's 69-70**
19. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Richard Allen Lane and Carol A. Lane, husband and wife, are defendants, presented by Ernest B. Cate, City Attorney. **Pg's 71-73**
20. Comments from Department Heads.
21. Comments from Council Members.
22. Comments from City Attorney.
22. Comments from Mayor Sprouse.
23. Adjournment.

SPRINGDALE CITY COUNCIL
JUNE 11, 2013

The City Council of the City of Springdale met in regular session on June 11, 2013, 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
Rick Evans	Ward 2
Jim Reed	Ward 1
Kathy Jaycox	Ward 4 (Absent)
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Kathy O'Kelley	Police Chief
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director
Mike Chamlee	Building Inspector
Mark Gutte	Information Services Director

CITIZEN COMMENTS

Ken Dunk, 3446 Wagon Wheel Road, said immediately after the last City Council meeting, Public Works Director Sam Goade came out and reviewed the situation and agreed there was a problem with visibility with the trees planted along the corridor. He said he appreciated the city taking care of this issue.

NEW CRIMINAL INVESTIGATION DEPARTMENT (CID) BUILDING

Captain Richard Farris was at council to express appreciation to City Council for the new CID Building located on Spring Street. They gained a lot of needed space.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

APPROVAL OF MINUTES

Alderman Reed moved the minutes of the May 28, 2013 City Council meeting be approved as presented. Alderman Evans made the second.

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

PUBLIC HEARING – ORDINANCE NO. 4710 – RELEASING, VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED ON 633 BAIN STREET (WASHINGTON COUNTY) – PETITIONER: CHUCK STANLEY, LE GRAND LLC

A public hearing was held on a petition by Chuck Stanley, Legrand LLC, to release, vacate and abandon a portion of a utility easement located at 633 Bain Street.

There were no comments made at the public hearing.

City Attorney Ernest Cate read the title of the Ordinance.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4710.

PROPOSED ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN COMMERCIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 317 EAST EMMA AVENUE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

Alderman Reed presented an Ordinance ordering the razing (demolition) and removal of a certain commercial structure within the City of Springdale, Arkansas, located at 317 East Emma Avenue; to declare an emergency and for other purposes. Jim Cypert is the owner of the property.

Mr. Cypert said he is willing to spend the money to try to fix the building up or let the city tear the building down.

Mayor Sprouse said he has some concerns on this issue. This has been going on about two and one-half years. We owe it to other citizens to do something about this not only to send a message but to deal with the safety and security issue that there is with this building.

Mr. Cypert asked if the city would be interested in him giving the city a deed to the property and they can do whatever they want to with the building and he will forget the condemnation part of it then the city can have the building and the land.

Building Official Mike Chamlee said the preliminary cost to raze and remove this building, including any asbestos abatement, would be \$154,930. That is one estimate only. The county appraised just the lot in 2010 for \$68,400.

Alderman Bruns expressed concern with not being responsible with the citizen's dollars by putting more than double the amount of money than the lot is worth into having a flat lot.

After discussion, the following Resolution was presented at this time regarding Mr. Cypert's offer to donate the land.

RESOLUTION NO. 90-13 – AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM JAMES D. CYPERT AND GAYE A. CYPERT

Alderman Overton made the motion to adopt the following Resolution. Alderman Reed made the second.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A GIFT OF LAND FROM JAMES D. CYPERT AND GAYE A. CYPERT.

WHEREAS, James D. Cypert and Gaye A. Cypert are desirous of making a gift of land to 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.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, accept the above described property from James D. Cypert and Gaye A. Cypert upon proof being provided that the above-described property will be transferred with good and clear title.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

The vote:

Yes: Overton, Ford, Reed, Evans

No: Bruns, Watson

Mayor Sprouse voted yes. The Resolution was numbered 90-13.

After the reading of the title of the razing and removal Ordinance, Alderman Overton made the motion to table the Ordinance. Alderman Reed made the second.

The vote:

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

No: None

TABLED - ORDINANCES ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A RESIDENTIAL STRUCTURE LOCATED AT 104 AND 104 ½ PIERCE

Alderman Bruns made the motion to table two ordinances ordering the razing (demolition) and removal of a residential structure located at 104 and 104 ½ Pierce until the July 9, 2013 City Council meeting. Alderman Watson made the second.

The vote:

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

No: None

ROUNDAABOUTS AT DON TYSON PARKWAY/HYLTON AND DON TYSON PARKWAY/HABBERTON INTERSECTIONS

The CIP Committee met last week and discussed proposed roundabouts at the intersections of Don Tyson Parkway and Hylton Road and Don Tyson Parkway and Habberton Road instead of having signalization at these intersections. The proposal was sent to City Council with no recommendation.

Terry Carpenter, USI Engineering, presented a video on roundabouts put on by FHWA (Federal Highway Administration).

Mr. Carpenter said he is not promoting the roundabouts or discouraging the roundabouts but wanted to just present the research results he found to City Council.

After considerable discussion, Alderman Watson made the motion to support roundabouts at both intersections of Don Tyson Parkway and Hylton Road and Don Tyson Parkway and Habberton Road. Alderman Reed made the second.

The vote:

Yes: Evans, Bruns, Watson, Ford, Reed

No: Overton

RESOLUTION NO. 91-13 – AUTHORIZING THE INCREASE IN THE SPRINGDALE POLICE DEPARTMENT SCHOOL RESOURCE OFFICERS

Police Chief Kathy O’Kelley presented a Resolution authorizing the increase in the Springdale Police Department School Resource Officers.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INCREASE IN THE
SPRINGDALE POLICE DEPARTMENT SCHOOL
RESOURCE OFFICERS**

WHEREAS, the Springdale Police Department currently has six (6) school resource officers, and

WHEREAS, the Springdale School District has requested four (4) additional school resource officers, and

WHEREAS, the Springdale School District currently shares in the costs of the present six officers and has agreed to provide like funding for the four additional officers requested;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Springdale Police Department's authorization of six school resource officers is hereby increased to ten (10).

PASSED AND APPROVED this ____ day of June, 2013.

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

No: None

The Resolution was numbered 91-13.

ORDINANCE NO. 4711 – ACCEPTING THE REPLAT OF THE KC PROPERTIES OF
NORTHWEST ARKANSAS SUBDIVISION, PHASE II, TO THE CITY OF
SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance accepting the Replat of the KC Properties of Northwest Arkansas Subdivision, Phase II, to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval at their June 4, 2013 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4711.

ORDINANCE NO. 4712 – ACCEPTING THE REPLAT OF LOTS 16 AND 17, BLOCK 32, OF THE HAR-BER MEADOWS, PHASE XX, SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance accepting the Replat of Lots 16 and 17, Block 32, of the Har-Ber Meadows, Phase XX, Subdivision, to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval at their June 4, 2013 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4712.

RESOLUTION NO. 92-13 – EXPRESSING THE SUPPORT FOR FUNDING FOR THE LAKE SPRINGDALE TRAILHEAD ON THE RAZORBACK GREENWAY THROUGH THE CARE FOUNDATION

Patsy Christie presented a Resolution expressing the support for funding for the Lake Springdale Trailhead on the Razorback Greenway through the Care Foundation.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE SUPPORT FOR FUNDING FOR THE LAKE SPRINGDALE TRAILHEAD ON THE RAZORBACK GREENWAY THROUGH THE CARE FOUNDATION

WHEREAS, the City of Springdale has received a Request for Proposal for further information regarding the Lake Springdale Trailhead project on the Razorback Greenway by the Care Foundation; and

WHEREAS, it is the desire of the City of Springdale to respond to the request and seek funding approval for the construction of the Lake Springdale Trailhead on the Razorback Greenway through this source of funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Council fully supports the development of the Lake Springdale Trailhead and appreciates the opportunity provided by the Care Foundation for funding assistance on the project and the Mayor and/or his designated representative is authorized to provide detailed information as requested by the Care Foundation for the project.

PASSED AND APPROVED THIS ___ DAY OF _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 92-13.

RESOLUTION NO. 93-13 – APPROVING AN AGREEMENT WITH THE CITY OF TONTITOWN, ARKANSAS, AND WASHINGTON COUNTY, ARKANSAS, REGARDING THE OPERATIONAL EXPENSES OF THE SPRINGDALE DISTRICT COURT

City Attorney Ernest Cate presented a Resolution approving an agreement with the City of Tontitown, Arkansas, and Washington County, Arkansas, regarding the operational expenses of the Springdale District Court.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF TONTITOWN, ARKANSAS, AND WASHINGTON COUNTY, ARKANSAS, REGARDING THE OPERATIONAL EXPENSES OF THE SPRINGDALE DISTRICT COURT.

WHEREAS, the City of Tontitown, Arkansas, has a police department but does not have a district court;

WHEREAS, the City of Tontitown, Arkansas, wishes to have the cases generated by its police department prosecuted through the Springdale District Court;

WHEREAS, Ark. Code Ann. §16-17-1203 provides that a written agreement is to be entered into between the City of Tontitown and the governing bodies of the City of Springdale, Arkansas, and Washington County, Arkansas, concerning the contribution to the operational expenses of the Springdale District Court by the City of Tontitown, Arkansas;

WHEREAS, the contribution made by the City of Tontitown, Arkansas, to the Springdale District Court shall be a prorated amount based on the number of cases filed in the Springdale District Court; and

WHEREAS, the City of Tontitown, Arkansas, and the City of Springdale, Arkansas, wish to comply with the provisions of Ark. Code Ann. §16-17-1203.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to enter into an agreement with the City of Tontitown, Arkansas, and Washington County, Arkansas, concerning the contribution to the operational expenses of the Springdale District Court by the City of Tontitown, Arkansas, pursuant to Ark. Code Ann. §16-17-1203.

PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 93-13.

ORDINANCE NO. 4713 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1001 WILKINSON LANE, 2158 WOODFORD STREET AND 3304 LUVENE AVENUE

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris within the City of Springdale, Arkansas, located at 1001 Wilkinson Lane, 2158 Woodford Street and 3304 Luvене Avenue.

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

SPRINGDALE CITY COUNCIL
JUNE 11, 2013

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 4713.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:30 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

City of Springdale's
Mayor Doug Sprouse and City Council Report
 Month of May, 2013

	Total Complaints	Working Complaints	Archived Complaints	Complaints (No Violation)	New Cases	Completed Cases	Complaint Based Cases	Inspector Based Cases	Initial Inspections	Reinspections	Total Inspections	Citations	Court	Closed - No Violations	Voluntary Compliance	City Abatements
Business Licenses																
Business License	6	3	3	0	2	24	5	0	29	66	95	0	0	3	14	0
Environment																
Dead Tree	12	7	5	0	9	8	12	3	17	33	50	0	0	2	5	0
Graffiti	0	0	0	0	0	2	0	0	2	2	4	0	0	0	2	0
Inoperative Motor Vehicles	9	2	7	0	3	18	9	4	24	42	66	0	0	4	14	1
Junk and Trash	49	18	31	0	48	134	50	76	185	416	601	0	0	14	107	2
Refrigerators / Freezer	0	0	0	0	0	2	0	1	1	3	4	0	0	0	2	0
Stagnant Water	2	1	1	0	3	4	2	2	6	10	16	0	0	1	2	1
Tall Grass and Weeds	87	31	56	0	107	444	85	432	538	1381	1919	0	0	32	387	26
Tree Debris	6	3	3	0	18	32	6	26	49	122	171	0	0	4	19	7
Home Office Inspection																
Home Office	5	0	5	0	0	6	5	1	0	0	0	0	0	6	0	0
Property Maintenance																
Fences	6	1	5	0	2	6	6	2	7	11	18	0	0	3	2	1
General Residence Maintenance	6	2	4	0	6	8	6	4	15	29	44	0	0	4	3	0
Open Wells	0	0	0	0	0	1	0	0	1	1	2	0	0	1	0	0
Over Occupancy	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0
Pest Infestation	4	4	0	0	4	0	4	0	0	0	0	0	0	0	0	0
Pools	3	2	1	0	2	2	3	0	8	26	34	0	0	1	1	2

Signs																
Illegal Signs	0	0	0	0	2	1	0	2	4	7	11	0	0	0	1	0
Off Premise Signs	0	0	0	0	1	1	0	1	2	2	4	0	0	0	1	0
Sign Permit Required	0	0	0	0	4	15	0	15	19	41	60	0	0	1	14	3
Solid Waste																
Trash Can Left at Curb	4	0	4	0	0	9	4	5	9	22	31	0	0	0	9	1
Streets, sidewalks & public places																
Address Numbers	0	0	0	0	5	4	0	7	9	23	32	0	0	0	4	0
Obstruction on Roadway	1	0	1	0	1	1	1	1	2	4	6	0	0	0	1	0
Obstruction on Sidewalk	2	0	2	0	0	2	2	0	2	3	5	0	0	1	1	0
Traffic & Vehicles																
Parking & driving on sidewalk	1	0	1	0	0	2	1	0	2	2	4	0	0	1	1	0
Parking And Storage Certain Vehicles	2	0	2	0	0	7	2	4	6	11	17	0	0	3	4	0
Parking in the yard.	14	3	11	0	7	20	14	9	23	37	60	0	0	9	11	0
Utilities																
Electrical Service	0	0	0	0	0	0	0	0	1	3	4	0	0	0	0	0
Permanent Heat Source	0	0	0	0	0	0	0	0	1	2	3	0	0	0	0	0
Vacant Building																
Vacant Bulding	1	0	1	0	0	34	1	32	34	44	78	0	0	33	0	0
Zoning																
Accessory Structures	0	0	0	0	0	1	0	0	4	10	14	0	0	0	0	0
Building Permits Required	2	1	1	0	4	3	2	4	7	16	23	0	0	1	2	0
Business in Residential	2	0	2	0	0	2	2	0	2	3	5	0	0	1	1	0
Miscellaneous Zoning	3	1	2	0	2	8	3	3	8	14	22	0	0	3	4	0

Violations

Totals 227 79 148 0 230 802 225 634 1017 2386 3403 0 0 128 612 44



Public Works Department

Streets and Public Facilities

MEMORANDUM

Date: May 24, 2013
To: Mayor Doug Sprouse
From: Sam Goade 
RE: Cintas Corporation Uniform Contract for Public Works

Our five-year uniform contract with Cintas is up for renewal on July 1, 2013. I have attached a proposed five-year contract from Cintas starting on July 1, 2013. Some key points are:

1. The attached contract proposal shows a 4.75% cost **reduction** over the term of the contract compared to our expiring contract, which means a cost savings of \$3,474.66. (See the attached spreadsheet comparison and copy of our current contract)
2. Cintas is a local company employing 150 Springdale workers
3. Cintas has provided uniforms for the Public Works Department for over 20 years and provides the highest level of customer service
4. Because of our long standing partnership with Cintas coupled with a contract proposal with the aforementioned costs savings plus the fact they are a local company employing Springdale citizens I would like to submit an ordinance to waive competitive bidding and enter into a five-year uniform rental service agreement with Cintas.

I have attached a DRAFT copy of an ordinance to waive competitive bidding. If you concur with my recommendation I will ask Rose to add this to the June 3, 2013 Ordinance Committee meeting agenda.

269 E. Randall Wobbe Lane, Springdale, Arkansas 72764
Phone: 479.750.8135 Fax: 479.750.8504

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT TO RENEW A CONTRACT FOR UNIFORMS WITH CINTAS CORPORATION; TO WAIVE COMPETITIVE BIDDING; DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, the Public Works Department for the City of Springdale, Arkansas, has been presented with a contract from Cintas Corporation for uniforms, a copy of said contract being attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, it has come to the attention of the City Council that because the Public Works Department has rented uniforms (including cleaning related services) from Cintas Corporation in the past, and the Public Works Department wants to keep the same uniform, and because Cintas Corporation is conveniently located and has provided good service in the past with reasonable prices, it is in the best interest of the Public Works Department to renew said contract and waive competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Public Works Department is hereby authorized to extend the contract with Cintas Corporation for the rental and cleaning of uniforms for Public Works Department employees, at the prices set forth in the Contract attached hereto as Exhibit "A"; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible or practical for the reasons herein stated.

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

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

Approved as to Form:

Ernest Cate, City Attorney



Account No 065 98138 Multiple
Address: SPRINGDALE PUBLIC WORKS (479) 750-8135
269 RANDALL WOBBE RD SPRINGDALE AR 72764

ORM RENTAL PRICING

Table with 2 columns: Item Description and Price. Items include 894 CINTAS JEAN (0.264), 912 COVERALL (0.400), 925 LAB COAT (0.311), 934 UNIFORM SMT/BRN (0.177), 935 COMFORT SHIRT (0.177), 945 COMFORT PANT (0.232).

her items set forth on the invoice dated 05/22/13

Additional pricing details including various charges and rates. Includes a handwritten note: \$ 6.15 NA

LITY SERVICES PRODUCTS PRICING

Table with 5 columns: Item #, Description, Rental Unit, Price, and Other. Items include 02160 SM SHOP TWL-RED (0.080), 02477 3X5 SCRAPER MAT (1.500), 02631 22" DUST MOP (0.800), 09314 HVY DTY SCRUB SVC (9.000), 84215 13X4 RED MAT (2.300).

Other items set forth on the invoice dated 05/22/13

Additional pricing details and terms for the services listed above.



Exhibit A

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The Customer, its successors and assigns ("Customer"), orders from CHITAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing period/ item per year.
2. All garments and other rental items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of high fire risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer agrees to notify Company, in writing of any hazardous materials that may be picked up by Company in the soiled garments or other textiles handled under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mail) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific prevalent price for those items and sizes designated under Uniform Pricing.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non-discounted pricing. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
7. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
8. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
9. Company guarantees to deliver the highest quality rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
10. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof this agreement and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not covered as set forth above, or terminated by Company at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any such dispute shall be determined on an individual basis, shall be considered separate and distinct, and shall not be consolidated in any arbitration or other proceedings with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall be in the state where the Customer is located.
12. Customer warrants that Company is in no way violating any law, regulation, contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended in a written document signed by all parties.

SPRINGDALE PUBLIC WORKS DEPARTMENT											
UNIFORM PRICING & FACILITY SERVICES BID SUBMITTED BY CINTAS CORPORATION ON MAY24 2013											
Item # Code (Cintas Corporation)	Number of Employees Using Item Code	Description of Uniform Type	Item Inventory Issued to Employee	Uniform Changes Provided to Employee	Weekly Cost for Item	Weekly Cost for Uniformed Employees	Annual Cost for Uniformed Employees First Year	Annual Cost for Uniformed Employees Second Year 0% Increase	Annual Cost for Uniformed Employees Third Year 2% Increase	Annual Cost for Uniformed Employees Fourth Year 2% Increase	Annual Cost for Uniformed Employees Fifth Year 0% Increase
935	43	Comfort Work Shirt	11	5	\$ 1.95	\$ 83.85	\$ 4,360.20	\$ 4,360.20	\$ 4,447.40	\$ 4,536.35	\$ 4,536.35
894	36	Denim Jeans	11	5	\$ 2.90	\$ 104.40	\$ 5,428.80	\$ 5,428.80	\$ 5,537.38	\$ 5,648.12	\$ 5,648.12
945	3	Comfort Work Pants	11	5	\$ 2.55	\$ 7.65	\$ 397.80	\$ 397.80	\$ 405.76	\$ 413.87	\$ 413.87
395	1	Womens Pants	11	5	\$ 2.55	\$ 2.55	\$ 132.60	\$ 132.60	\$ 135.25	\$ 137.96	\$ 137.96
970	42	Work Jackets	2	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
812	4	Coveralls	5	2	\$ 2.00	\$ 8.00	\$ 416.00	\$ 416.00	\$ 424.32	\$ 432.81	\$ 432.81
106		Service Charge (Weekly)			\$ 6.00	\$ 6.00	\$ 312.00	\$ 312.00	\$ 318.24	\$ 324.60	\$ 324.60
Total						\$ 212.45	\$ 11,047.40	\$ 11,047.40	\$ 11,288.35	\$ 11,493.71	\$ 11,493.71
FACILITY SERVICES											
Item # Code (Cintas Corporation)	Inventory Issued to Public Works	Description of Facility Service Item	Frequency of Service	Unit Price/Item	Weekly Cost	Annual Cost for First Year of Contract	Annual Cost for Second Year 0% Increase	Annual Cost for Third Year 2% Increase	Annual Cost for Fourth Year 2% Increase	Annual Cost for Fifth Year 0% Increase	
2477	4	Scraper Mat	EOW	\$ 2.25	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.88	\$ 243.45	\$ 243.45	
2831	4	22-inch Dust Mop	Weekly	\$ 0.80	\$ 3.20	\$ 166.40	\$ 166.40	\$ 169.73	\$ 173.12	\$ 173.12	
2160	200	Red Shop Towels	EOW	\$ 0.08	\$ 4.00	\$ 208.00	\$ 208.00	\$ 212.16	\$ 216.40	\$ 216.40	
2161	50	White Shop Towels	EOW	\$ 0.09	\$ 2.25	\$ 117.00	\$ 117.00	\$ 119.34	\$ 121.73	\$ 121.73	
2191	2	Fender Covers	EOW	\$ 0.80	\$ 0.80	\$ 41.60	\$ 41.60	\$ 42.43	\$ 43.28	\$ 43.28	
1400	2	Heavy Duty Soap	EOW	\$ 9.00	\$ 9.00	\$ 468.00	\$ 468.00	\$ 477.36	\$ 486.91	\$ 486.91	
2700	40	Terry Towels	EOW	\$ 0.15	\$ 3.00	\$ 156.00	\$ 156.00	\$ 159.12	\$ 162.30	\$ 162.30	
84215	8	3x4 Red Mat	EOW	\$ 2.30	\$ 10.35	\$ 536.20	\$ 536.20	\$ 548.96	\$ 559.94	\$ 559.94	
84230	6	3x4 Gray Mat	EOW	\$ 2.30	\$ 6.90	\$ 358.80	\$ 358.80	\$ 368.98	\$ 373.30	\$ 373.30	
2477	3	Scraper Mat	Weekly	\$ 1.50	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.88	\$ 243.45	\$ 243.45	
6913	1	Wet Mop	Weekly	\$ 2.00	\$ 2.00	\$ 104.00	\$ 104.00	\$ 106.08	\$ 108.20	\$ 108.20	
Total						\$ 50.50	\$ 2,626.00	\$ 2,626.00	\$ 2,678.52	\$ 2,732.09	\$ 2,732.09
Total Annual Cost of Uniforms and Facility Services Over the Five-Year Contract Period						\$ 13,673.40	\$ 13,673.40	\$ 13,946.87	\$ 14,225.81	\$ 14,225.81	
Total Estimated Cost of Total Contract										\$ 89,745.28	



Facility Services Price List for

Springdale Public Works

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price</u>
2477	Scraper Mat (weekly)	Each	\$1.50
2477	Scraper Mat (bi-weekly)	Each	\$2.25
2631	22" Dust Mop	Each	\$0.80
2160	Red Shop Towels (bi-weekly)	Each	\$0.08
2161	White Shop towels (bi-weekly)	Each	\$0.09
2191	Fender Covers (bi-weekly)	Each	\$0.80
9314	Heavy Duty Soap (bi-weekly)	Each	\$9.00
2700	Terry Towels (bi-weekly)	Each	\$0.15
84215	3x4 Mats	Each	\$2.30
6913	Wet Mop	Each	\$2.00

Cintas Corporation Loc. 065

Springdale Public Works

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Cintas Corporation
580 N. Monitor Rd.
Springdale, AR 72764

May 22, 2013

Springdale Public Works,

There will not be any increases for the first and second anniversary dates of the agreement. Upon the anniversary of the third year, there will be an increase of 2% and upon the anniversary of the fourth year, there will be an increase of 2%.

Cintas Corporation Loc. 065

Springdale Public Works

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Cintas Corporation
580 N. Monitor Rd.
Springdale, AR 72764

May 22, 2013

This letter constitutes a rider between Springdale Public Works and Cintas Corporation #065 service agreement, numbers 88138 and 99588, giving Springdale Public Works an option to cancel or renew at the anniversary date for four (4) consecutive years.

Cintas Corporation Loc. 065

Print Name: _____

Signature: _____

Title: _____

Date: _____

Springdale Public Works

Print Name: _____

Signature: _____

Title: _____

Date: _____

COPY

ORDINANCE NO. 4218

**AN ORDINANCE AUTHORIZING THE CITY OF
SPRINGDALE PUBLIC WORKS DEPARTMENT TO
RENEW A CONTRACT FOR UNIFORMS WITH CINTAS
CORPORATION; TO WAIVE COMPETITIVE BIDDING;
AND FOR OTHER PURPOSES.**

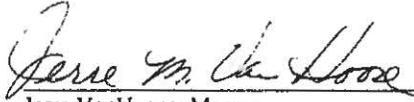
WHEREAS, the Public Works Department for the City of Springdale, Arkansas has been presented with a contract from Cintas Corporation for uniforms, a copy of said contract being attached hereto as Exhibit "A" and made a part hereof:

WHEREAS, it has come to the attention of the City Council that because the Public Works Department has rented uniforms (including cleaning related services) from Cintas Corporation in the past, and the Public Works Department wants to keep the same uniform and because Cintas Corporation is conveniently located and has provided good service in the past with reasonable prices, it is in the best interest of the Public Works Department to renew said contract and waive competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Public Works Department is hereby authorized to extend the contract with Cintas Corporation for the rental and cleaning of uniforms for Public Works Department employees at the prices set forth in the Contract attached hereto as Exhibit "A"; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible or practical for the reasons herein stated.

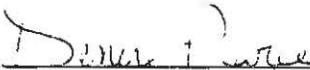
Emergency Clause. It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 24th day of June, 2008.



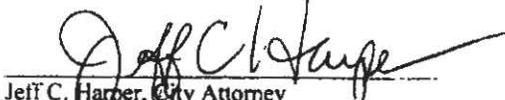
Jerre VanHoose, Mayor

ATTEST:



Denise Pearce, City Clerk

APPROVED AS TO FORM:



Jeff C. Harper, City Attorney



EXHIBIT A

New _____ Renewal X

Location No. 065

Contract No. 88138, 99588

Customer No. _____

Date _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Customer City of Springdale Public Works Phone 750-8135

Address 269 Randall Wobbe LN City Springdale State AR Zip 72764

UNIFORM PRICING:

Item #	Description	Inventory	Changes	Weekly Price
733	Work shirt / Jeans	11-11	5-5	4.85
905	Work shirt / work pants	11-11	5-5	4.50
935	Work shirt	11	5	1.80
507	Work shirt / Elastic pant	11-11	5	4.50
970	Work jackets	2	1	.10 each
912	Overall	5	2	.40 each

- This agreement is effective as of the date of execution for a term of 80 months from date of installation.
 - The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
 - Name Emblem \$ 1.00 ea • Company Emblem \$ 1.75 ea
 - Custom Emblem \$ _____ ea • Embroidery \$ _____ ea
 - COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms - Charge Payments Due 10 Days After End of Month
 - Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
 - Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
 - Weekly Minimum Charge \$ 30.00 per week
 - Make-Up Charge \$ 1.25 per garment.
 - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ N/A per garment per week.
 - Seasonal Sleeve Change \$ _____ per change per week.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ _____ per week.
 - Artwork Charge for LogoMat \$ _____
 - Uniform Storage Lockers: \$ _____ ea/week Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
 - Service Charge \$ 6.00 per week.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 3.00 per garment will be assessed for employees size changed within 4 weeks of installation.
 - Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price
	SEE ADDENDUM			

Cintas Loc. No. 65 Please Sign Name _____
 By Bin Boyd Please Print Name _____
 Title Service Manager Please Print Title _____

Accepted - GM: _____

Form Distribution: (1) White-Office (2) Canary-Customer (3) Pink-Corporate Office

1 of 2

Exhibit "A"



STANDARD UNIFORM RENTAL SERVICE AGREEMENT

The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

All garments will be cleaned and maintained by Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the value of same, have been returned to Company. All garments and other rented items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or damaged by any means Customer will pay the then current replacement values for said items.

This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, Company will automatically increase the uniform garment prices then in effect by the amount of the increase in the Consumer Price Index for the previous twelve months or 5%.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values.

Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.



Addendum to Agreement

**Facility Services Price List for
Springdale Public Works**

<u>Description</u>	<u>Quantity</u>	<u>Price</u>
Scraper Mat	Each	\$1.50
22 Dust	Each	\$.80
Red Shop Towels (bi-weekly)	Each	\$.08
White Shop Towels (bi-weekly)	Each	\$.09
Fender Cover (bi-weekly)	Each	\$.80
Heavy Duty Soap (bi-weekly)	Each	\$9.00
Terry Towels (bi-weekly)	Each	\$.15
3x4 mats (bi-weekly)	Each	\$2.30

Cintas Corporation

Springdale Public Works

Sign: Brian Boyd

Sign: _____

Print: Brian Boyd

Print: _____

Title: Service Manager

Title: _____

Date: 5-23-08

Date: _____



Cintas Corporation
580 N. Monitor Rd.
P.O. Box 149
Springdale, AR 72764
May 23, 2008

City of Public Works,

Their will not be any increases for the first and second anniversary dates of the agreement. Upon the anniversary of the third year there will be an increase of 2% and upon the anniversary of the fourth year there will be an increase of 2%.

Cintas Corporation

Springdale Public Works

Sign: Brian Boyd

Sign: _____

Print: Brian Boyd

Print: _____

Title: Service Manager

Title: _____

Date: 5-23-08

Date: _____

SPRINGDALE PUBLIC WORKS DEPARTMENT											
UNIFORM PRICING & FACILITY SERVICES BID SUBMITTED BY CINTAS CORPORATION ON MAY 23, 2008											
Item # Code (Cintas Corporation)	Number of Employees Using Item Code	Description of Uniform Type	Item Inventory Issued to Employee	Uniform Changes Provided to Employee	Weekly Cost for Item	Weekly Cost for Uniformed Employees	Annual Cost for Uniformed Employees First Year	Annual Cost for Uniformed Employees Second Year 0% Increase	Annual Cost for Uniformed Employees Third Year 2% Increase	Annual Cost for Uniformed Employees Fourth Year 2% Increase	Annual Cost for Uniformed Employees Fifth Year 0% Increase
733	38	Work Shirt /Jeans	11,11	5,5	\$ 4.85	\$ 184.30	\$ 9,583.60	\$ 9,583.60	\$ 9,775.27	\$ 9,970.78	\$ 9,970.78
905	4	Work Shirt /Work Pants	11,11	5,5	\$ 4.50	\$ 18.00	\$ 936.00	\$ 936.00	\$ 954.72	\$ 973.81	\$ 973.81
935	2	Work Shirt	11	5	\$ 1.80	\$ 3.60	\$ 187.20	\$ 187.20	\$ 190.94	\$ 194.76	\$ 194.76
507	1	Work Shirt/Elastic Pants	11,11	5,5	\$ 4.50	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.68	\$ 243.45	\$ 243.45
970	45	Work Jackets	2	1	\$ 0.20	\$ 9.00	\$ 468.00	\$ 468.00	\$ 477.36	\$ 486.91	\$ 486.91
912	5	Coveralls	5	1	\$ 2.00	\$ 10.00	\$ 520.00	\$ 520.00	\$ 530.40	\$ 541.01	\$ 541.01
106		Service Charge (Weekly)			\$ 6.00	\$ 6.00	\$ 312.00	\$ 312.00	\$ 318.24	\$ 324.60	\$ 324.60
Total					\$ 235.40	\$ 12,240.80	\$ 12,240.80	\$ 12,485.62	\$ 12,735.33	\$ 12,735.33	\$ 12,735.33
FACILITY SERVICES											
Item # Code (Cintas Corporation)	Inventory Issued to Public Works	Description of Facility Service Item	Frequency of Service	Unit Price/Item	Weekly Cost	Annual Cost for First Year of Contract	Annual Cost for Second Year 0% Increase	Annual Cost for Third Year 2% Increase	Annual Cost for Fourth Year 2% Increase	Annual Cost for Fifth Year 0% Increase	
2477	3	Scraper Mat	Weekly	\$ 1.50	\$ 4.50	\$ 234.00	\$ 234.00	\$ 238.68	\$ 243.45	\$ 243.45	
2631	3	22-inch Dust Mop	Weekly	\$ 0.80	\$ 2.40	\$ 124.80	\$ 124.80	\$ 127.30	\$ 129.84	\$ 129.84	
2160	200	Red Shop Towels	Bi-Weekly	\$ 0.08	\$ 8.00	\$ 416.00	\$ 416.00	\$ 424.32	\$ 432.81	\$ 432.81	
2161	40	White Shop Towels	Bi-Weekly	\$ 0.09	\$ 1.80	\$ 93.60	\$ 93.60	\$ 95.47	\$ 97.38	\$ 97.38	
2191	2	Fender Covers	Bi-Weekly	\$ 0.80	\$ 0.80	\$ 41.60	\$ 41.60	\$ 42.43	\$ 43.28	\$ 43.28	
1400	2	Heavy Duty Soap	Bi-Weekly	\$ 9.00	\$ 9.00	\$ 468.00	\$ 468.00	\$ 477.36	\$ 486.91	\$ 486.91	
2700	20	Terry Towels	Bi-Weekly	\$ 0.15	\$ 1.50	\$ 78.00	\$ 78.00	\$ 79.56	\$ 81.15	\$ 81.15	
84215	8	3x4 Red Mat	Bi-Weekly	\$ 2.30	\$ 9.20	\$ 478.40	\$ 478.40	\$ 487.97	\$ 497.73	\$ 497.73	
84230	3	3x4 Gray Mat	Bi-Weekly	\$ 2.30	\$ 3.45	\$ 179.40	\$ 179.40	\$ 182.99	\$ 186.65	\$ 186.65	
Total					\$ 40.65	\$ 2,113.80	\$ 2,113.80	\$ 2,156.08	\$ 2,199.20	\$ 2,199.20	
Total Annual Cost of Uniforms and Facility Services Over the Five-Year Contract Period						\$ 14,354.60	\$ 14,354.60	\$ 14,841.89	\$ 14,934.53	\$ 14,934.53	
Total Estimated Cost of Total Contract										\$ 73,219.94	

Printed on 5/27/2008 at 2 18 PM

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR
AND CITY CLERK TO ENTER INTO A
CONTRACT FOR ACQUISITION SERVICES
ASSOCIATED WITH THE 2012 BOND PROGRAM**

WHEREAS, the City Of Springdale approved a bond measure in August of 2012 to provide up to 45 million dollars for the purpose of roadway improvement projects, and;

WHEREAS, the provisions of the bond measure indicate that the city must have a reasonable expectation to complete the projects within three years, and;

WHEREAS, in order to meet this goal it is necessary to utilize the services of an acquisition firm to expedite right-of-way and easement acquisition;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are hereby authorized to execute a contract with Universal Field Services, Inc. to provide acquisition services with the following provisions:

1. Acquisition Services to be provided by Universal Field Services, Inc. in an amount not to exceed \$600,000.
2. Reimbursement of actual cost for sub consultant services and fees to include, but not limited to, appraisal services, title services and closing costs.

PASSED AND APPROVED this _____ day of June, 2013.

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 AN AMENDMENT TO A CONTRACT FOR
PROFESSIONAL SERVICES**

WHEREAS, the City of Springdale entered into a contract with USI Consulting Engineers, Inc. relating to roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road, and

WHEREAS, the City desires to change the design and add two roundabouts, and

WHEREAS, the compensation included in the contract will be increased by \$131,000 for the additional work of geotechnical investigation, roundabout design with pedestrian signals and right-of-way document preparation;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute amendment no. 1 to USI Consulting Engineers, Inc. contract for roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road.

PASSED AND APPROVED this 25th day of June, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Charles R. Nickle [crnickle@usi-ce.com]
Sent: Thursday, June 13, 2013 4:28 PM
To: Wyman Morgan; Doug Sprouse
Cc: apugh@springdalear.gov; 'James Breakfield'; 'Terry W. Carpenter'
Subject: Design contract modification for Roundabouts at Hylton Rd and Habberton Rd
Attachments: 1309002 DTP - ESA Amendment 1.pdf

Wyman:

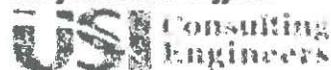
Here is our Professional Services Agreement - contract amendment no. 1 which changes the scope of services to design roundabouts (with signalized pedestrian crossings) at Hylton Rd and Habberton Rd in lieu of fully signalized conventional intersections.

The design fee is increased by \$30,000 and the additional survey, ROW plans and documents is added for \$16,000. The time for completing the final design phase is increased by 60 calendar days. Please add this item to the agenda for the CIP meeting and next Council meeting.

Please call if you have any questions.

Charles R. Nickle, P.E.

Chief Executive Officer



www.usi-ce.com

4847 Kaylee Avenue, Suite B

Springdale, AR 72762

P: 479-872-7115

F: 479-872-7118

crnickle@usi-ce.com

6/13/2013

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
2013 STREET IMPROVEMENT BOND PROGRAM
CITY OF SPRINGDALE, AR
DON TYSON PARKWAY (HYLTON ROAD TO HABBERTON ROAD)
USI PROJECT NO. 1309002

WHEREAS, on November 27, 2012, the CITY entered into an Agreement for Engineering Services (the "Agreement") with the ENGINEER to perform professional engineering services for roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road (referred to as the "Project").

WHEREAS, it is necessary to amend the original Agreement in order to modify the scope of the Project to change the type of intersections at Hylton Road and Habberton Road to roundabouts in lieu of fully signalized intersections,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, Owner and Engineer hereby stipulate and agree that the Agreement dated November 27, 2012 is amended in the following particulars:

Attachment "A" . Scope of Services

The following modifications are hereby made to paragraph 1. **Scope of Project:**

Change section 1.c. to read as follows: Provide design and construction documents for roundabouts with pedestrian signals at the intersections with Hylton Road and Habberton Road.

Attachment "B" . Schedule

The following modifications are hereby made to schedule for "Property Acquisition Documents" and "Final Design":

Change the number of calendar days for completion of "Property Acquisition Documents" and "Final Design" from 60 to 120 calendar days after approval of Preliminary Design.

Attachment "D" . Compensation

The following modifications are hereby made to Attachment "D" Compensation:

Any place "Traffic Study and Traffic Signal Design" appears it is to be replaced with "Roundabout Intersection Design with Pedestrian Signals" and the amount of compensation is to be changed from \$70,000 to \$100,000.

Add the item "Right-of-Way Document Preparation" in the amount of \$16,000.

Change the SUB-TOTAL section under Basic Services to read as follows:

Geotechnical Investigation	<u>\$ 15,000</u>
Roundabout Intersection Design with Pedestrian Signals	<u>\$100,000</u>
Right-of-Way Document Preparation	<u>\$ 16,000</u>
Concept Design Phase, to include Topographic, Right-of-Way and Utility Surveys	<u>2.25%</u>
Preliminary Design Phase	<u>1.75%</u>
Final Design Phase	<u>2.00%</u>
Bid/Award Phase	<u>2.00%</u>
SUB-TOTAL Basic Services	<u>8.00% Plus \$131,000 for Geotechnical Investigation, Roundabout Design with Pedestrian Signals, and Right-of-Way Document Preparation</u>

All other provisions of the original Agreement remain in full force and effect.

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

CITY OF SPRINGDALE, ARKANSAS

USI CONSULTING ENGINEERS, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Charles R. Nickle, CEO
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Terry W. Carpenter, President
Title

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 46-26 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 46-26 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations regarding the Springdale Fire Department providing services outside the city limits of the City of Springdale, Arkansas;

WHEREAS, the Springdale Fire Department wishes to provide a method to collect the costs of providing services outside the city limits of the City of Springdale, Arkansas;

WHEREAS, other cities in Northwest Arkansas have adopted similar ordinances providing for the recovery of costs associated with providing fire services outside the city limits; and

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 46-26 of the Code of Ordinances of the City of Springdale, Arkansas;

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

Section 1: Section 46-26 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 46-26. – Service outside city – fees; appropriation.

- (a) The mayor, fire chief or any person duly delegated authority by the fire chief shall be authorized to dispatch fire companies of the city fire department outside the city limits to combat fires. The city fire department shall have the right to refuse to respond to any request for service outside of the corporate city limits if, in the judgment of the fire chief, or authorized representative, the services within the city limits would be impaired.
- (b) The person outside the city limits receiving the ~~fire protection~~ services of the city fire department as contained herein shall pay to the City of Springdale:

- (1) ~~A a service charge of \$200.00 \$400.00 for the first hour of service or any fraction thereof plus \$100.00 \$200.00 per hour for each additional hour or fraction thereof; to the city clerk, 50 percent of which shall go into the city's fire fund, 40 percent of which shall go into a fund to draw interest and to be used to help replace dilapidated and worn out equipment of the fire department (such fund to be called the apparatus replacement fund), and the remaining ten percent to be deposited into the city firemen's pension and relief fund.~~
 - (2) An hourly charge equivalent to the regular hourly pay for each hour that each on-duty employee of the department is involved in response, and the rate of time and a half for any off-duty employees who responds;
 - (3) The replacement costs of all equipment used by the fire department in managing and mitigation efforts of the incident, including any equipment damaged or made unusable by contamination; and
 - (4) Any costs incurred by the fire department with any labor, materials, or supplies provided by a third party at the request of the fire department.
- (c) At the discretion of the fire chief, the service charge may be waived if the property owner receiving services is a dues paid subscriber to the fire department receiving aid from the city fire department.
- (d) The services provided to the agencies under mutual aid, automatic aid, or those services provided under the interlocal agreements signed by the City of Springdale and Benton and Washington County shall be exempt from such charges except those charges outlined in the interlocal agreement. Those that choose not to be a participant of the interlocal agreements shall be subject to the above charges.

Section 2: All other provisions of Chapter 46 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 this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____,
2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013
BUDGET OF THE CITY OF SPRINGDALE
FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department has a need to replace and upgrade some of their fire hose and nozzles, and

WHEREAS, they have advertised and received competitive bids for fire hose and nozzles needed; and

WHEREAS, the City has sufficient Act 833 funds to cover the low bid of \$97,000;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Fire	10106014228050	Equipment from Reserves	390,000	97,000		487,000

PASSED AND APPROVED this 25^h day of June, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Wyman Morgan

From: Mike Irwin [mirwin@springdalear.gov]

Sent: Friday, May 31, 2013 1:47 PM

To: 'Wyman Morgan'

Subject: Act 833 money

Wyman,

Would it be possible to place on Monday's committee meeting agenda the Act 833 budget amendment money request for the new hose. We opened bids yesterday. The total amount will be \$95,000 to obtain new hose, nozzles, and ground monitors. Thanks,

Respectfully,

Mike Irwin

Fire Chief
Springdale Fire Department
417 Holcomb
PO Box 1521
Springdale, Arkansas 72765
Office 479-751-4510
Cell 479-799-9091
mirwin@springdalear.gov

"We all go home just as we came to work today!"

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6/6/2013

Wyman Morgan

From: Mike Irwin [mirwin@springdalear.gov]

Sent: Friday, May 31, 2013 1:48 PM

To: 'Wyman Morgan'

Subject: Change!

We left off one part so the total amount would be \$97,000. Sorry

Respectfully,

Mike Irwin

Fire Chief

Springdale Fire Department

417 Holcomb

PO Box 1521

Springdale, Arkansas 72765

Office 479-751-4510

Cell 479-799-9091

mirwin@springdalear.gov

"We all go home just as we came to work today!"

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6/6/2013

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2013
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT**

WHEREAS, the Police Department has received more than \$104,000 in unclaimed seized assets and forfeitures, and

WHEREAS, the Police Chief has requested the appropriation of these funds for equipment and supplies needed by the Police Department, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2013 budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police Revenue	10105013810300	Unclaimed Seized Funds	0	29,000		29,000
Police Revenue	10105013312000	DOJ Seizures/Forfeitures	0	24,800		24,800
Police Revenue	10105013322000	Drug Seizures/Forfeitures	0	6,800		6,800
Police	10105014217021	Drug Seizure Funds	0	97,000		97,000
Police	10105014216002	Operational Supplies	131,050	7,300		138,350

PASSED AND APPROVED this 25th day of June, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

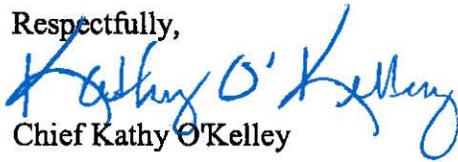
MEMO

Date: 6/3/13
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: Transfer of Funds

I am requesting a transfer of \$97,000.00 from the Equitable Sharing Account, 101-0501-331.20-00 to the Police Department budget, Account #101-0501-421.70-21 for the purchase of equipment.

L3 Mobile Video Cameras (8)	\$47,760.00
Camera Lapel Mics (10)	\$10,000.00
Covert Equipment	\$10,000.00
Vehicle Maintenance Equipment	\$23,000.00
L3 Server Upgrade	\$6000.00

Respectfully,



Chief Kathy O'Kelley

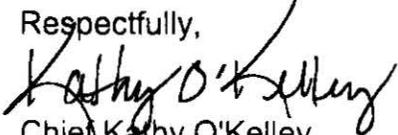
MEMO

Date: 5/21/13
To: Wyman Morgan
From: Chief Kathy O'Kelley
Re: Transfer of Funds

On 5/20/2013 a letter was directed to Laura Favorite advising "unclaimed seized assets" totaling \$7,297.27 were processed and ready for transfer from the Springdale Property room to the general fund, revenue account #101-0501-~~421.60-30~~. This action was pursuant to Arkansas Code Annotated 24-11-415.
~~381.03-00~~

I am requesting these funds be transferred from this account to the Police Department Budget account # 101-0501-421.60-02, Operational Supplies. This money will be used to replace nylon police gear with leather basket weave police gear.

Respectfully,


Chief Kathy O'Kelley



CITY of SPRINGDALE

POLICE DEPARTMENT SERVICE DIVISION SPRINGDALE CITY JAIL

*Kirk
Received
5/20/13*

To: Laura Favorite
From: Sgt Kirmer
Date: 05/20/2013
Subject: Converted Money from Special Account

Laura,

I have attached a spreadsheet with 5 more accounts that need to be turned over to the city's General Fund. These accounts are to be considered "unclaimed seized property" as per the decision from the City Attorney's Office, they can be turned over to the General Fund.

Thank you,

Sgt Joshua Kirmer
Sergeant Joshua Kirmer 122
Evidence Administrator

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 756-8200

SERVICE DIVISION

EVIDENCE #		AMOUNT
------------	--	--------

2001-E-000074		30.27
2001-E-000074		
2004-E-000232		580.00
2004-E-000710		15.00
2006-E-001650		5,480.00
354035		1,192.00
	Total	7,297.27

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE OFFERING OF SALES
AND USE TAX REFUNDING BONDS; AND PRESCRIBING
OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Springdale, Arkansas (the "City"), has outstanding its Sales and Use Tax Refunding and Improvement Bonds, Series 2006 (the "Series 2006 Bonds"), which will be in the outstanding principal amount of \$88,575,000, after the July 1, 2013 payment; and

WHEREAS, in order to achieve debt service savings, it is in the best interest of the City to refund the Series 2006 Bonds (the "Refunding"); and

WHEREAS, the Refunding can be accomplished by the issuance of the City's Sales and Use Tax Refunding Bonds, Series 2013 (the "Series 2013 Bonds"); and

WHEREAS, pursuant to A.C.A. §14-164-315, the City has determined to sell the Series 2013 Bonds on a negotiated basis to Stephens Inc. and Crews & Associates, Inc. as underwriters (the "Underwriters"), with Stephens Inc. serving as the senior book running manager; and

WHEREAS, the Series 2013 Bonds shall be allocated between the Underwriters as follows: Stephens Inc. - 50% of Series 2013 Bonds; and Crews & Associates, Inc. - 50% of Series 2013 Bonds;

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

Section 1. That the offering of the Series 2013 Bonds by the Underwriters in order to achieve an acceptable level of savings for the City is hereby authorized.

Section 2. The officials of the City are authorized to cooperate with the Underwriters, and Friday, Eldredge & Clark, LLP, as Bond Counsel, in the preparation of a preliminary official statement and bond ordinance and are further authorized to execute such writings and take such actions as may be appropriate to the offering of the Series 2013 Bonds.

Section 3. As the issuance of the Series 2013 Bonds is, under Arkansas law, subject to the approval of the City Council, by ordinance, any sale of the Series 2013 Bonds will be subject to the approval of the City Council.

This Resolution passed this _____ day of _____, 2013.

APPROVED:

ATTEST:

By: _____
Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing is a true and compared copy of a resolution passed at a regular session of the City Council of the City, held at the regular meeting place of the Council at _____ o'clock p.m. on the _____ day of _____, 2013.

City Clerk

(SEAL)

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 two (2) proposals) to insure the buildings and contents for replacement cost of \$102,462,497 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 \$180,974, 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 \$180,974.

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 25th day of June, 2013

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Jeff C. Harper, City Attorney

PROPERTY INSURANCE COVERAGE

CAUSE OF LOSS FORM USED: SPECIAL

Location Schedule Provided by the City

SUBJECT OF INSURANCE	AMOUNT	VALUATION
Total Insured Value	\$102,462,497	Replacement Cost
Flood/Earthquake	See notes	

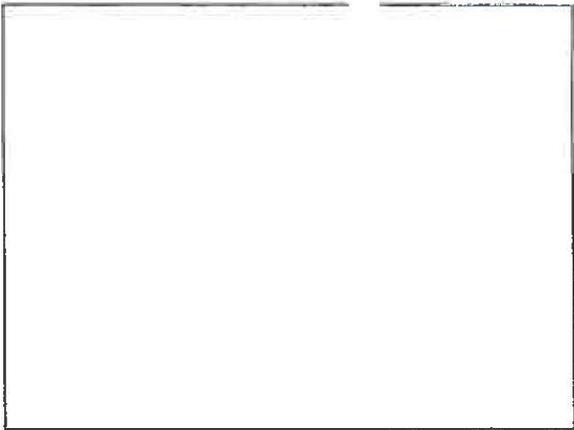
PREMIUMS

COMPANY - Deductible	PREMIUM
CNA Insurance	\$180,974
- \$50,000 Wind/Hail Deductible Per Occurrence	
- \$10,000 All other Perils Deductible Per Occurrence	
AIG Insurance	\$145,294
- \$100,000 Wind/Hail Deductible Per Occurrence	
- \$25,000 All other Perils Deductible Per Occurrence	

NOTES:

CNA provides \$5,000,000 for flood coverage and \$5,000,000 for earthquake coverage with a \$50,000 per occurrence deductible for each.

AIG provides \$10,000,000 for flood coverage and \$10,000,000 for earthquake coverage with a \$100,000 per occurrence deductible for each.



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 4, 2013 for hearing the matter of a petition of Computer Commercial Services, Inc. (Gene Housely) 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: 3660 S. 56th Street

Legal description: A part of the NE ¼ of the NE ¼ of Section 17, T-17-N R-30-W, Washington County, Arkansas, being more particular described as follows: Beginning at a set ½ inch diameter rebar pin on the East line of said Section 17; which is South 125.50 feet from the NE Corner of said Section 17; thence N 89° 54' 10" W 347.75 feet to a set ½ inch diameter rebar pin; thence South 125.50 feet to a set ½ inch diameter rebar pin; thence S 89° 54' 10" E. 347.75 feet; thence North 125.50 feet to the point of beginning, containing 1.00 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 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 _____, 2013

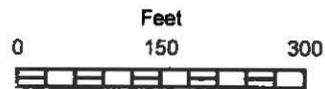
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

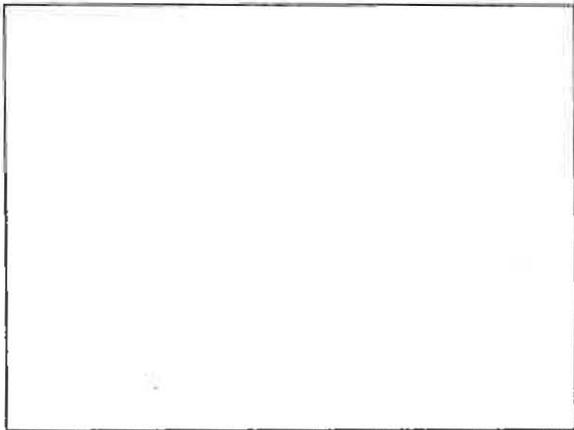
APPROVED AS TO FORM:

Ernest Cate, City Attorney



APPLICANT: COMMERCIAL COMPUTER SERVICES
FILE #: R13-18
REZONING REQUEST:
A-1 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
6/4/2013



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 4, 2013 for hearing the matter of a petition of Crossland Holding Company, LLC and Rescue Heroes, LLC 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: 800 S. 40th Street

Legal description: All that certain tract of parcel of land being a part of the N ½ of the SE ¼ of the NE ¼ of Section 4, Township 17 North, Range 30 West, Washington County, Arkansas, and being more particularly described by metes and bounds as follows: commencing at a 2" iron pipe (FD) for the northwest corner of the N ½ of the SE ¼ of the NE ¼ of Section 4, township 17 North, Range 30 West, Washington County, Arkansas; thence N 89° 54' 12" E for a distance of 661.54 feet to a 5/8" iron pin (set) for the point of beginning; thence N89° 54' 12" E for a distance of 613.20 feet to a 5/8" iron pin (set) on the west right-of-way line of 40th Street; thence S 00° 04' 42" W for a distance of 294.10 feet with said right-of-way to a 5/8" iron pin (set); thence S 89° 55' 43" W for a distance of 200.00 feet to a 5/8" iron pin (set); thence S00° 04' 42" W for a distance of 50.29 feet to a 5/8" iron pin (set); thence S 89° 56' 17" W for a distance of 414.81 feet to a 5/8" iron pin (set); thence N 00° 03' 46" E 344.06 feet to the point of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Light Industrial District (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 _____, 2013

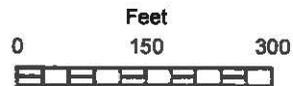
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



APPLICANT: *CROSSLAND HOLDING CO., LLC; RESCUE HEROS, LLC.* CITY OF SPRINGDALE

FILE #: R13-19

**REZONING REQUEST:
C-2 TO I-1**

PLANNING OFFICE

**PLANNING COMMISSION MEETING
6/4/2013**

RESOLUTION NO. _____

**A RESOLUTION APPROVING A RE-
APPOINTMENT TO THE BOARD OF
COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF SPRINGDALE**

WHEREAS, Angela Jatko is currently serving on the Board of Commissioners of the Springdale Housing Authority; and

WHEREAS, Angela has proven to be a valuable member of this Commission, and her term expired on April 28th, 2013; and

WHEREAS, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, has re-appointed Angela Jatko to a term expiring on April 28th, 2018, subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the re-appointment of Angela Jatko to the Board of Commissioners of the Housing Authority is hereby approved.

PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

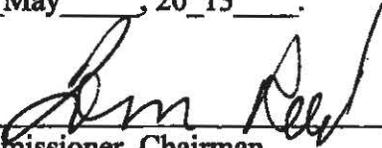
Ernest B. Cate, City Attorney



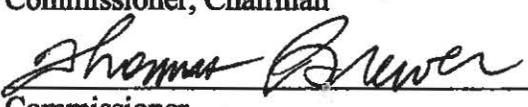
SPRINGDALE HOUSING AUTHORITY
P.O. BOX 2085
SPRINGDALE, ARKANSAS 72765-2085
Resolution 602-13
CERTIFICATE OF REAPPOINTMENT

We the Commissioners for the Housing Authority of the City of Springdale,
Arkansas, by virtue of the Authority vested in us by the Act to Provide a Method of Filling
Vacancies on Municipal Housing Authority Boards, Code 114-169-208. Appointment, ect., of
commissioners, employees, do hereby reappoint Angela Jatko as a
Commissioner of the Housing Authority of the City of Springdale,
Arkansas, for a term beginning 4/29/2013 and to expire on 4/28/2018.

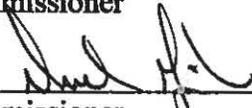
IN WITNESS WHEREOF, we have hereunto signed our names as Commissioners of
the Housing Authority of the City of Springdale, Arkansas,
and cause the official Corporate Seal of said Authority of Springdale, Arkansas, to
be attached hereto this 29th day of May, 2013.



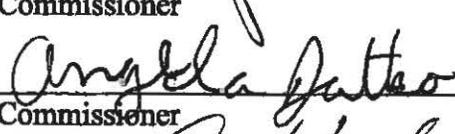
Commissioner, Chairman



Commissioner



Commissioner



Commissioner



Commissioner

ATTEST 

Secretary

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A COPIER LEASE AGREEMENT WITH
PROFESSIONAL BUSINESS SYSTEMS**

WHEREAS, the Animal Shelter is in need of a new copier/printer/fax machine for the front office due to their old copier being transferred to the back office for the Animal Control Officers, and

WHEREAS, the monthly base cost of the machine will be \$205.68, and

WHEREAS, Professional Business Systems is a listed vendor on the state bid contract list. The total contract price is below bid requirements; 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 lease agreement with Professional Business Systems for a monthly base cost of \$205.68.

PASSED AND APPROVED this 25th day of June, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



FULL LEGAL NAME OF LESSEE

ADDRESS

SPRINGDALE CITY OF ANIMAL SERVICES

321 RANDALL WOBBE RD

CITY

STATE

ZIP

PHONE

FAX

SPRINGDALE

AR

72764-0000

(479) 750-8163

BILL TO (IF OTHER THAN ABOVE)

MAKE/MODEL

SERIAL NUMBER

ID#

BMR

SEE ADDENDUM FOR EQUIPMENT AND ACCESSORIES

Months: 60 Agreement Start Date: July 1, 2013

- * Base of \$ \$205.68 plus sales and property tax per month
- * **This agreement excludes all service and supplies**
- * Security Deposit Transferred \$ 289.98
- * Additional Security Deposit Due \$ 0.00
- * Terminate existing lease for Id# 7781

"THIS IS A NON-CANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED. This lease will automatically renew for a 12-month period if a written notice of cancellation is not provided before lease expiration. The Lessee shall NOT HAVE a purchase option at the expiration of this lease.

The Lessee agrees to provide the Lessor or the Lessor's Assignee with a policy or a certificate of insurance covering the leased equipment and naming the Lessor or the Lessor's Assignee as the loss payee herein.

IMPORTANT INFORMATION FOR LESSEE

The undersigned Lessee applies to Lessor for a lease of the above described property ("equipment") for commercial purposes and agrees that the lease is not to be construed as a consumer contract if Lessor accepts by signing the lease below. Lessee agrees to rent from Lessor and Lessor agrees to rent to Lessee, the equipment, on all of the terms and conditions herein, including the terms and conditions set forth on the reverse side hereof. THIS LEASE CANNOT BE CANCELLED, and is subject to the TERMS AND CONDITIONS PRINTED ON THIS PAGE AND THE REVERSE SIDE HEREOF.

Vendor and its representatives are not the agent of Lessor and cannot waive, vary, or alter the terms of this lease agreement. Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the property leased. Lessor makes no express or implied warranties and the property "as is", "with all faults". Warranties made by the vendor and/or manufacturer are assigned by Lessor to Lessee. In the event of any claim concerning the location, installation, repair or use of the property leased or any other claim concerning the property, regardless of cause or consequence, Lessee's only remedy, if any, is against the vendor or manufacturer of the property. No defect regardless of cause or consequence shall relieve Lessee from performance under the lease agreement, including rental payments. IN WITNESS WHEREOF, the undersigned hereby sign this lease the day and year hereinafter written.

Full Legal

Company Name: _____

Lessor: _____

Signature: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

Federal Tax ID# : _____

AGREEMENT OF UNCONDITIONAL GUARANTY

This guaranty agreement is executed for the benefit of Lessor, its successors and assigns, to induce Lessor to enter into the above Lease, with the above named Lessee. The undersigned guarantor(s) jointly and severally unconditionally guarantee full performance by Lessee of the above Lease, including without limitation the prompt payment when due of each monthly rental payment due and payable under such Lease in case suit shall be brought because of the breach of any agreement of obligation contained in this Lease on the part of the guarantor(s) to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefore, including reasonable attorney fees. To enforce the liability of guarantor(s) under this guaranty agreement, Lessor shall not be required first (a) to give guarantor(s) notice of Lessee's default (b) to repossess the equipment, or (c) to accept late rental payments.

The term of the foregoing Lease may be extended and the Lease may be amended from time to time without notice to the guarantor(s) and without defeating or diminishing this continuing guaranty agreement which shall continue in full force and effect with respect to the Lease, as extended or amended.

This guaranty agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. Guarantor(s) hereby consent and submit to the jurisdiction of the courts of the State of Arkansas for purposes of the enforcement of the guaranty agreement. The undersigned specifically waive(s) the right to claim as against the holder the defense of impairment of collateral.

By: _____

Date: _____

TERMS AND CONDITIONS

- 1. RENTAL PAYMENTS AND TERMS. Lessee agrees to pay as rental for the use of the equipment the payment specified in the payment schedule...
2. TITLE AND EQUIPMENT. The equipment is, and shall at all times remain, property of Lessor, and Lessee shall have no right, title or interest therein...

- 3. SURRENDER. Upon the termination of the Lease the equipment shall be returned at Lessee's expense to Lessor at such place as may be designated by Lessor...
4. LOCATION AND MAINTENANCE. At its own risk, Lessee shall use or permit the use of the equipment solely at the location specified in the lease...
5. RISK OF LOSS AND INSURANCE. Lessee shall bear all risk of damage, loss, theft or destruction, partial or complete, with respect to each item of equipment...

Lessee agrees at its expense to obtain and maintain with insurance companies of recognized standing general public liability insurance for the protection of Lessor as co-insured and Lessee, as their interests may appear...

The failure of Lessee to secure or maintain such insurance shall constitute a default under this lease. In the event of such breach, Lessor may but shall not be obligated to obtain such insurance and an amount equal to the cost of such insurance shall be deemed additional rental to be paid forthwith by Lessee...

Lessor, or its Assignees, are hereby granted the right, at their option, to negotiate directly with all carriers of insurance above described. Lessee hereby irrevocably designates and appoints Lessor or its Assignees, as the Lessee's agent and attorney-in-fact for the purpose of executing and endorsing all drafts of checks issued pursuant to claims made under any of the above-described insurance coverage.

- 6. TAXES, ASSESSMENT AND LICENSES. Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes, and all other government charges, fees, fines or penalties whatsoever...
7. LESSOR'S INDEMNITY. Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature, arising out of the use, condition (including, but not limited to, patent and other defects and whether or not discoverable by it), or operation of any item of equipment...

- 8. LIABILITY OF LESSOR LIMITED. Lessor shall not be liable for any loss or damage which is incurred as a result of delay, strikes, war emergencies, labor troubles, belated or non-receipt of equipment, fires, floods, water, acts of God, or circumstances beyond Lessor's control. Lessor shall not be held liable for any damages by reason of failure of equipment to operate or faulty operation of equipment or system...

- 9. ASSIGNABILITY. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease, the equipment, or any interest therein or (b) subject or lend equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this lease or grant a security interest in the equipment in whole or part without notice to Lessee and Lessor's assignee or secured party may then assign this lease or this security agreement without notice to the Lessee...

- 10. DEFAULT AND REMEDIES.
a. Lessee shall be in default, if Lessee shall: (1) Fail to pay any rent, or other amount required herein within ten (10) days after the same becomes due and payable...
b. If the Lessee is in default, Lessor, with or without notice to Lessee shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: (1) Elect that the rental payments due hereunder be accelerated and the entire amount of rental be due immediately...

In the event either sub-sections (B3) or (B4) are exercised, there shall be due from Lessee and Lessee will immediately pay to Lessor the difference between the total amount of rentals to be received from any third person or the purchase price at said sale, as the case may be, and the total unpaid rental provided to be paid herein, together with the estimated fair market value of the equipment for the original lease termination date, plus all costs and expenses of Lessor in repossessing, releasing, transporting, repairing, selling or otherwise handling the equipment.

Lessee shall pay all costs incurred in securing possession of property by Lessor and costs of reconditioning property. In case suit shall be brought because of the breach of any agreement or obligation contained in this lease on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefore, including reasonable attorney fees.

- 11. ENTIRE AGREEMENT. THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES and neither party shall be bound except in accordance herewith. NO ORAL REPRESENTATIONS OR ASSURANCES shall in any way modify or explain any of the terms and conditions herein.
12. NOTICES AND DEMANDS. Service of all notices under this agreement shall be sent by United States mail, postage thereon prepaid, addressed to the party involved at its respective address herein set forth, or to such other address as the parties may hereafter substitute by written notice.
13. FILING. Lessee agrees, upon request, to sign any instrument necessary to the filing and recording of this lease agreement or the equipment subject hereto. Lessee further agrees and does hereby appoint Lessor its true and lawful attorney to prepare and sign any and all chattel mortgages, security agreements, financing statements, or otherwise in order to effectuate a lien on the property set forth herein, and to sign the name of the Lessee with the same force and effect as if signed by the Lessee, and to file the same at the proper location or locations.
14. SECURITY DEPOSIT. Any security deposit made hereunder may be applied by Lessor to cure any default by Lessee of any indebtedness to Lessor and Lessee shall promptly restore the security deposit to the full original amount.
15. GENERAL PROVISIONS. Failure of Lessor to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. All paragraph headings and titles are for convenience only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof. Subject to the terms and conditions of this lease, Lessee shall quietly have and enjoy the use of the equipment described during the term of this lease without disturbance from Lessor or from anyone claiming by, through or under Lessor. This lease shall not be binding on Lessor until the same, signed by Lessee, shall be received and signed by Lessor whereupon it shall become binding on and true to the benefit of Lessor and Lessee and their respective heirs, personal representatives, administrators and assigns.

No amendment or modification of this lease shall be effective unless in writing and signed as herein provided for this execution of this lease. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements and other documents (including UCC financing statements and other documents for filing or recording), as Lessor shall reasonably request from time to time. If more than one Lessee is named in this lease the liabilities shall be joint and several. Time is of the essence of this lease. If any portion of this contract is deemed invalid, it shall not affect the balance of this agreement. This lease agreement shall be governed by and construed in accordance with the laws of the state of Arkansas. Lessee hereby consents and submits to the jurisdiction of the courts of the state of Arkansas for purposes of enforcement of this lease agreement. No cancellation, purchase, termination or renewal option has been given Lessee other than as specified on the face of the lease.

- 16. PBS representative has explained paragraph 6 concerning Taxes, Assessments, and Licenses.
17. ACCEPTANCE OF DELIVERY. The undersigned hereby certifies that the equipment itemized on the above lease:
I. Has been received by the Lessee at the proper location.
II. Has been fully inspected by or in behalf of that Lessee.
III. Has been found to be in good and proper condition, and is acceptable as installed.

By: _____ Date: _____

TERMINATION ADDENDUM

Lessee will have the option of canceling this lease at any time during the term of the lease, provided Lessee has given Lessor thirty (30) days written notice as to the problem(s) and reason for termination. Lessor will then have thirty (30) days from the date of receipt of such written notice to address and correct the problems. If it is then determined by Lessee and Lessor that the problems are not corrected to the satisfaction of Lessee, then Lessee has the option to cancel this lease without penalty. At this point the equipment will be returned as is to Lessor. This addendum relates to service and equipment quality problems. This addendum does not relate to financial issues. This provision is contrary to the terms expressed in the lease form and to that extent supersedes any language contained in the printed lease form executed by Lessee and Lessor.

Lessee

Date

Lessor

Date

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCE NO. 4713
WHICH WAS PASSED ON JUNE 11, 2013; TO DECLARE
AN EMERGENCY AND FOR OTHER PURPOSES.**

WHEREAS, Ordinance No. 4713 was passed on June 11, 2013 placing a clean-up lien 1001 Wilkinson Lane, 2148 Woodford, and 3304 Luvane Avenue;

WHEREAS, the hearing date for 1001 Wilkinson was to have been held at the June 25, 2013 City Council meeting and not on the June 11, 2013;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Ordinance No. 4713 is hereby repealed in its entirety.

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 June, 2013.

Doug Sprouse, Mayor

ATTEST:

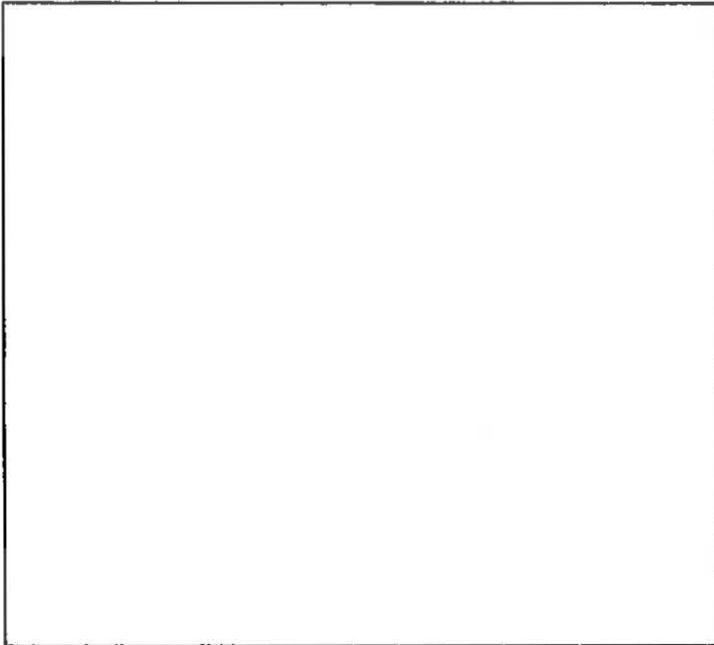
Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, Deputy City Attorney

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 2148 WOODFORD STREET, 3304 LUVENE AVENUE, 4102 WATKINS AVENUE, AND 103 WEST EDMONDSON AVENUE.



WHEREAS, Federal Home Loan Mortgage Corporation is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 11, Valley View Subdivision to the City of Springdale, Arkansas, as shown on plat of record in Plat Baook 23A at Page 23, plat records of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION: 2148 Woodford St.
Springdale, Arkansas
PARCEL NO.: 815-35726-000**

WHEREAS, James Mark Nelson and Janet Marie Nelson (Christman) are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 4, Block 5, Peaceful Valley, Phase I, a Subdivision to the City of Springdale, Arkansas, as per the plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION: 3304 Luvене Avenue
Springdale, Arkansas
PARCEL NO.: 815-24494-000**

WHEREAS, Robert J. Boyd and Jill Boyd are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Numbered 12 in Block 6, Peaceful Valley Estates Phase III, a subdivision in the City of Springdale, Arkansas as shown upon the plat of said subdivision on file in Plat Book 6 at Page 638 in Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

**LAYMAN'S DESCRIPTION: 4102 Watkins Avenue
Springdale, Arkansas
PARCEL NO.: 815-24748-000**

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 _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

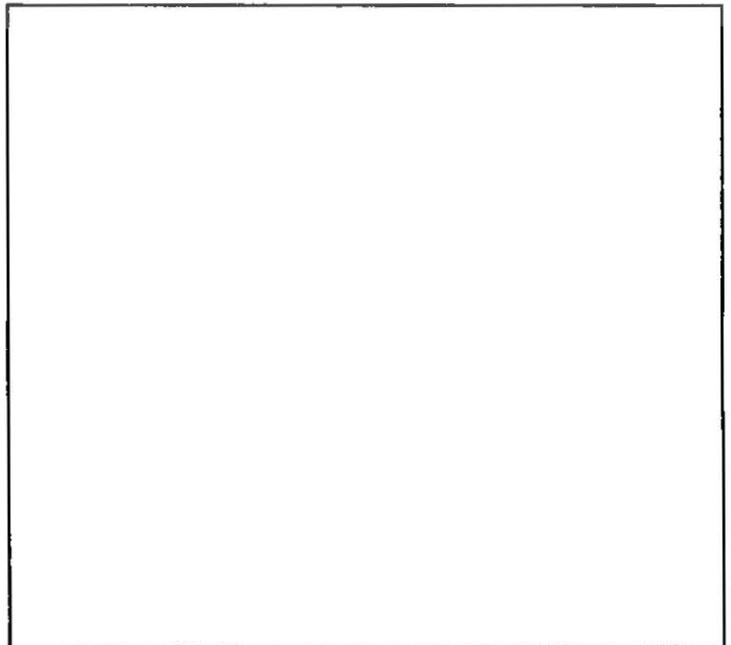
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 4487 WARWICK AVENUE.

WHEREAS, William L. Hollingsworth and Reda Hollingsworth are the owners of certain real property situated in Springdale, Benton County, Arkansas, more particularly described as follows:



Lot 74, Windsor Subdivision in Springdale, Benton County, Arkansas, as shown in Plat Record 22L, Page 156, 157, and 158.

LAYMAN'S DESCRIPTION: 4487 Warwick Avenue
Springdale, Benton County, Arkansas
PARCEL NO.: 21-00704-000

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:

\$125.00 clean-up costs and \$25.90 administrative costs – 4487 Warwick Avenue

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:

\$150.90, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 1001 Wilkinson Lane, Springdale, Washington County, Arkansas as described above, and collected accordingly;

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

PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN RICHARD ALLEN LANE AND CAROL A. LANE, HUSBAND AND WIFE, ARE DEFENDANTS.

WHEREAS, the City of Springdale filed a lawsuit against Richard Allen Lane and Carol A. Lane, Husband and Wife, to condemn a tract of land for the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tract 13;

WHEREAS, the City of Springdale deposited the sum of \$708,000 into the Registry of the Court as estimated just compensation for the Lanes' property;

WHEREAS, the Lanes have extended an offer to settle the condemnation lawsuit for the total sum of \$832,500;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$124,500 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Lane condemnation lawsuit for the total sum of \$832,500.

PASSED AND APPROVED this ____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Office Of The City Attorney

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

MEMORANDUM

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedrest
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

TO: City Council - Mayor Sprouse
FROM: Ernest Cate, City Attorney
RE: City of Springdale v. Lane
DATE: June 25, 2013

If you will recall, the City Council approved the condemnation of land in connection with the I-540 Don Tyson Interchange Project. One of these tracts of land is owned by Richard Allen Lane and Carol A. Lane, Husband and Wife. The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent domain. The City Attorney's office filed the eminent domain action and obtained an Order of Possession. At the time the City filed this case, the amount of \$708,000 was deposited with the court as the City's estimate of just compensation to be paid to the Lanes. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Reed & Associates, Inc.

After the case was filed, the Lanes provided the City with an appraisal asking that the Court award them over \$1.2 million for the property to be taken. The Lanes brought their appraisal to a Committee meeting on June 3, 2013, and the Committee took no action on the Lanes' request.

Since the Committee meeting, the Lanes, through their attorney, have indicated that they would accept the total sum of \$832,500 to settle this case. In other words, the Lanes are asking for an additional amount of \$124,500 to settle the case. It is my opinion that the City of Springdale should pay this additional amount to settle this case.

ErnestCa/2013misc/memoLane

The settlement amount agreed upon by the Lanes is entirely reasonable, in my opinion. This amount is actually far less than "splitting the difference" between the City's appraisal and the Lane's appraisal. The additional amount requested is an increase of approximately 17% over and above the City's appraisal, and is some \$400,000 less than the Lanes' appraisal.

Agreeing to pay the Lanes the additional amount requested would avoid the risk of proceeding to trial. In all, I believe the additional amount requested of \$124,500 is reasonable, and I recommend that the City Council approve this settlement with the Lanes.

ErnestCa/2013misc/memoLane