

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

- Monday, July 15th, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available on Friday, July 12th, 2012.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 9TH, 2013

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **MAYOR SPROUSE**

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available at the back of the room, next to the main entrance
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – City Clerk Denise Pearce

Recognition of a Quorum
4. Comments from Citizens

The Council will hear brief comments from citizens during this period on issues not on the agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes
 - a) June 25th minutes will be presented at the July 23rd meeting.
6. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....9-B; 15*. (Motion must be approved by two-thirds (2/3) of the council members).
7. **A Resolution** repealing Resolution No. 95-13, which was passed on June 25th, 2013, presented by Alan Pugh, Director of Engineering. **Pg's 3-4**
8. **A Resolution** authorizing the execution of an amendment to a contract for professional services, presented by Alan Pugh, Director of Engineering. **Pg's 5-8**
9. Planning Commission Recommendations by Planning Director Patsy Christie:
 - A. **A Resolution** adopting the Springdale Downtown Revitalization Master Plan – May 2013 prepared by Alta Planning+Design for the Springdale Downtown Alliance. (Commission recommended approval) **Pg 9**
 - B. **An Ordinance** amending Article 4, Section 4 of the Zoning Ordinance of the City of Springdale, Arkansas, declaring an emergency; and for other purposes. (Commission did not recommend approval) **Pg's 10-12**
 - C. **A Resolution** approving a Conditional Use at 838 North 48th St., SHO NUF Bar-B-Q as set forth in Ordinance No. 4030. (Bobby Morgan) **Pg's 13-14**
10. **A Resolution** authorizing the City Attorney to begin condemnation proceedings for trail easements in connection with the Razorback Greenway, presented by Ernest B. Cate, City Attorney. **Pg's 15-16**

11. Joint Street & CIP and Parks & Recreation Committees Report & Recommendations by Chairmen's Rick Evans and Brad Bruns.
 - A. **A Resolution** appropriating capital improvement funds for the Parks & Recreation Department. Pg's 17-19
 - B. **A Resolution** authorizing the purchase of property located at 4477 Hutton Lane, Springdale, Arkansas. Pg 20
 - C. **A Resolution** authorizing the purchase of replacement parts for the HVAC system for the Shiloh Museum from the Capital Improvement Program Fund. Pg's 21-27
12. Finance Committee Report & Recommendations by Chairman Brad Bruns:
A Resolution amending the 2013 Budget of the City of Springdale Fire Department. Pg 28-30
13. **A Resolution** releasing a Bill of Assurance in the City of Springdale, Arkansas, presented by Patsy Christie, Planning Director. (Larry G. Machan, 288 Randall Wobbe Lane) Pg's 31-36
14. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Charles Thurman is the defendant, presented by Ernest B. Cate, City Attorney. Pg's 37-38
15. **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 602 Dyer St., 513 A & B Gutensohn Rd., 2800 East Osage Dr., 901 Shipley St., 4102 Watkins Ave., and 2148 Woodford St. Pg's 39-68
16. Comments from Department Heads.
17. Comments from Council Members.
18. Comments from City Attorney.
19. Comments from Mayor Sprouse.
20. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION REPEALING RESOLUTION NO. 95-13
WHICH WAS PASSED ON JUNE 25, 2013.**

WHEREAS, Resolution No. 95-13 was passed on June 25, 2013 authorizing the execution of an amendment to a contract for professional services;

WHEREAS, an incorrect dollar amount for compensation to USI Consulting Engineers was entered and passed on June 25th, 2013;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Resolution No. 95-13 is hereby repealed in its entirety.

PASSED AND APPROVED this _____ day of July, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest B. Cate, Deputy City Attorney

RESOLUTION NO. 95-13

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AMENDMENT TO A CONTRACT FOR
PROFESSIONAL SERVICES**

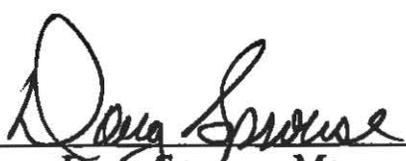
WHEREAS, the City of Springdale entered into a contract with USI Consulting Engineers, Inc. relating to roadway improvements to Don Tyson Parkway from Hylton Road to Habberton Road, and

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

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 \$46,000 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 9th day of July, 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

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE SPRINGDALE DOWNTOWN REVITALIZATION MASTER PLAN – MAY 2013 PREPARED BY ALTA PLANNING+DESIGN FOR THE SPRINGDALE DOWNTOWN ALLIANCE

WHEREAS, the Downtown Springdale Alliance was tasked with developing the Springdale Downtown Revitalization Master Plan with funding made available by the City of Springdale, Arkansas, the Springdale, Arkansas Advertising and Promotion Commission and the Springdale, Arkansas Public Facilities Board; and

WHEREAS, the Alliance contracted with Alta Planning+Design to develop the Springdale Downtown Revitalization Master Plan; and

WHEREAS, three design concepts were developed to reflect the desires of the community obtained through visioning sessions and presented to the community, and

WHEREAS, at a day-long open house event the community viewed the options and a favorite concept was identified along with elements from each of the other two concepts and a Master Plan has been completed; and

WHEREAS, the Downtown Springdale adopted the Springdale Downtown Revitalization Master Plan as a tool for the revitalization of downtown Springdale; and

WHEREAS, the Springdale Downtown Revitalization Master Plan was presented a for review at a public information meeting on June 18, 2013 and a public hearing was held before the Planning Commission on July 2, 2013; and

WHEREAS, after reviewing all comments received the Planning Commission adopted the Springdale Downtown Revitalization Master Plan and recommends that it be approved by the City Council as a tool for the revitalization of downtown Springdale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the Springdale City Council hereby adopts the "Springdale Downtown Revitalization Plan, May 2013, as presented and attached and made a part of this resolution, as a tool for the revitalization of downtown Springdale.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

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

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

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

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

WHEREAS, a public hearing was held before the Springdale Planning Commission on July 2, 2013, after notice was given of said hearing as required by law.

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

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

4.3 I-1—Light industrial districts.

PURPOSE.

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

USES PERMITTED.

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

CONDITIONAL USES PERMISSIBLE ON APPEAL TO THE PLANNING COMMISSION.

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

HEIGHT REGULATIONS.

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

AREA REGULATIONS. SETBACKS.

Front setback30'
Front setback if parking is allowed between R-O-W and the building50'
Side setback (subject to applicable fire and building codes)0
Rear setback25'
Setbacks adjacent to residential uses50'

GREENSPACE.

Each developed lot shall provide and maintain:

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

OFF-STREET PARKING.

See article 7 of this chapter.

Section 2: All other provisions of Article 4 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 3: Emergency Clause: The implementation of the amended ordinance will be unreasonably delayed if not allowed to take affect immediately, and therefore an emergency is hereby declared to exist and this ordinance shall become effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
838 NORTH 48TH STREET, SHO NUF BAR-B-Q AS SET
FORTH IN ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on July 2, 2013, on a request by Bobby Morgan, dba Sho Nuf Bar-B-Q for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and 0 no recommends that a conditional use be granted to Bobby Morgan, dba Sho Nuf Bar-B-Q for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5) with the following conditions – Hours of operation Monday through Saturday 11:00 a.m. to 7:00 p.m.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Bobby Morgan dba Sho Nuf Bar-B-Q for a Use Unit 44 (Mobile Vending) in a Thoroughfare Commercial District (C-5) with the following conditions – Hours of operation – Monday through Friday 11:00 a.m. to 7:00 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2013.

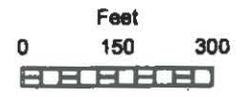
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



APPLICANT: BOBBY MORGAN DBA SHO NUF BBQ
FILE #: C13-11
CONDITIONAL USE REQUEST:
USE UNIT 44

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
7/2/2013

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO BEGIN CONDEMNATION PROCEEDINGS FOR
TRAIL EASEMENTS IN CONNECTION WITH THE
RAZORBACK GREENWAY**

WHEREAS, by Ordinance No 4438 on August 10, 2010 a Master Trail Plan was adopted by the City Council with the objective to “Develop a continuous trail system which provides numerous neighborhood connections as well as connections to trails of community and regional significance and destinations”; and

WHEREAS, the Razorback Greenway was identified on that plan as a regional trail connecting to the City of Lowell on the north and the City of Fayetteville on the south; and

WHEREAS, the Razorback Greenway requires the acquisition of 117 trail easements to be acquired in the name of each of the Cities included with 78 being in Springdale; and

WHEREAS, all costs for acquisition of easements for the Greenway are included in the TIGER II grant received by the Northwest Arkansas Regional Planning Commission with local matching funds provided by the Walton Family Foundation; and

WHEREAS, all easements are being acquired in accordance with the provision of Title III of Public Law 91-646 commonly known as the “Uniform Relocation Assistance and Real Property Acquisition Act of 1970” and

WHEREAS, attempts by city staff and Alta Planning + Design staff at negotiating for the acquisition of the necessary easements from the following property owners in Springdale have been unsuccessful; and

Parcel No.	Tract No.	Property Owner
815-28793-000	109	Brian and Erica Lanning
815-28786-000	111	Heirs of Ola Mae Huffmaster
815-28784-000	112	Cody Phillips
815-28781-000	114	Henry Hillebrand
815-28751-000	121	Rogers Warehouse Development
815-26155-000	122	ATCO Rubber Products, Inc.
815-26155-000	127	Juan Nmi Perez
815-26156-000	128	Deisy Gomez
815-26158-000	129	Federal National Mortgage Association
815-26179-000	132	David Woelk
815-27633-000	133	Viola Finney
815-27632-000	133	Norman Eugene and Penelope Sue Ridenoure
815-27631-000	135	Clarence and Dorothy Ward
815-27630-000	136	Carl and Judy Lowery
815-27628-000	137	Mark and Charlotte Snyder
815-35857-000	197	Amilia Breann, Nick Ashford, Clifti Danise Morell
815-29300-120	199	David Boatright

WHEREAS, it is now necessary to acquire these trail easement by condemnation proceedings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to begin condemnation proceedings to acquire the required trail easements at on the following properties to allow construction to proceed on the Razorback Greenway:

Parcel No.	Tract No.	Property Owner
815-28793-000	109	Brian and Erica Lanning
815-28786-000	111	Heirs of Ola Mae Huffmaster
815-28784-000	112	Cody Phillips
815-28781-000	114	Henry Hillebrand
815-28751-000	121	Rogers Warehouse Development
815-26155-000	122	ATCO Rubber Products, Inc.
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815-26156-000	128	Deisy Gomez
815-26158-000	129	Federal National Mortgage Association
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815-27632-000	133	Norman Eugene and Penelope Sue Ridenoure
815-27631-000	135	Clarence and Dorothy Ward
815-27630-000	136	Carl and Judy Lowery
815-27628-000	137	Mark and Charlotte Snyder
815-35857-000	197	Amilia Breann, Nick Ashford, Clifti Danise Morell
815-29300-120	199	David Boatright

PASSED AND APPROVED this _____ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING CAPITAL
IMPROVEMENT FUNDS FOR THE PARKS &
RECREATION DEPARTMENT**

WHEREAS, the Parks & Recreation Director has requested funds for the construction of a two-story press box at the Blue Babe Ruth Field at Tyson Park, and

WHEREAS, providing of this type of structure will improve game management for both leagues and tournaments, and

WHEREAS, the Parks & Recreation Director received three bids for this project, with the lowest bidder withdrawing his bid as he is no longer in business, and

WHEREAS, the City Council desires that funds from the Park Improvement CIP be appropriated for this project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that \$68,000.00 of capital improvement funds reserved for park land acquisition be appropriated and awarded to Benchmark Construction for the construction of press boxes at the Blue Babe Ruth Field at Tyson Park and the Mayor is hereby authorized to execute a contract with Benchmark Construction for this project.

PASSED AND APPROVED this 9th day of July, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



SPRINGDALE PARKS & RECREATION

MAILING ADDRESS: PO BOX 42

PHYSICAL ADDRESS: 600 ASH STREET

SPRINGDALE, ARKANSAS 72765

PHONE: 750-8185 OR 751-7275 WEB: WWW.SPRINGDALEARK.ORG

MEMORANDUM

To: Mayor Doug Sprouse

From: Dr. Rick McWhorter, CPRP
Director of Parks & Recreation

Date: July 1, 2013

Subject: Tyson Babe Ruth Blue Field Press Box

We received three responsible bids for constructing the press box at the Tyson Babe Ruth Blue Field. All three bids were very competitive. The bids were as follow:

C3 Consulting: \$66,833.00

Benchmark Construction: \$68,000.00

Center Point Contractors, Inc.: \$68,417.00

C3 Consulting requested to be eliminated from consideration due to their inability to renew their contractor's license. After reviewing these bids, we recommend Benchmark Construction to receive the bid for this work. We requested a contract from Benchmark and as of today, we have not received this. We do not have this in our budget and therefore request a budget adjustment as seen in the attached resolution.

Sent from my Windows Phone
From: jstevens@c3ci.com
Sent: 6/22/2013 9:21 PM
To: Rick McWhorter
Cc: 'Chad Wolf'
Subject: RE: press box

Rick,

We regret to inform you that we will not be able to renew our commercial contractors license and enter into a contract with you for this job.

We did not have the capitol to renew our commercial contractors license this year and have put our license on hold with the state of Arkansas.

We apologize for the inconvenience and hope you understand our position at this time.

If there is anything we can do to help you go forward on this project, please let us know.

Joseph Stevens C3 P.O. Box 2140 Lowell, AR 72745 Office: 501.772.7131 Fax: 480.393.4202 <mailto:jstevens@c3ci.com> jstevens@c3ci.com

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF PROPERTY LOCATED AT 4477 HUTTON
LANE, SPRINGDALE, ARKANSAS**

WHEREAS, the acquisition of this property, consisting of approximately one acre, is needed in part as right-of-way for the extension of Don Tyson Parkway from Hylton Road to Habberton Road, and

WHEREAS, the remainder of the property can be incorporated into the SE Park near the intersection of Don Tyson Parkway and Hylton Road currently under design, and

WHEREAS, the property and improvements have been appraised for \$30,000, and

WHEREAS, the owner has agreed to sell this property for \$33,000 provided the owner can salvage a metal building located on the property, and

WHEREAS, the owner has agreed to remove the building and all personal items within 90 days of the closing date, and

WHEREAS, ten percent of the purchase price (\$3,300) will be withheld at the closing and placed in escrow until such time the building and personal items are removed from the property;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of and tender payment from the Capital Improvement Fund for approximately one acre of property located at 4477 Hutton Lane in Springdale, with a total purchase price of \$33,000.

PASSED AND APPROVED this ____ day of July, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF REPLACEMENT PARTS FOR THE HVAC
SYSTEM FOR THE SHILOH MUSUEM FROM THE
CAPITAL IMPROVEMENT PROGRAM FUND**

WHEREAS, part of the Shiloh Museum's HVAC system, the condenser coil, compressor and the condenser fan motor has failed and needs replacement; and

WHEREAS, the proposed replacement parts will save further damage to the Museum's HVAC system, which could be a greater expense if not repaired immediately; and

WHEREAS, the Museum Director has obtained two quotes for the replacement parts and labor; with the lowest quote from AirWorks (Multi-Craft) in the amount of \$18,562;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that, the purchase of replacement parts listed above for the existing HVAC system for the Shiloh Museum is hereby authorized from the Capital Improvement Program with a maximum expenditure amount of \$18,562.00.

PASSED AND APPROVED this 9th day of July, 2013.

Doug Sprouse, Mayor

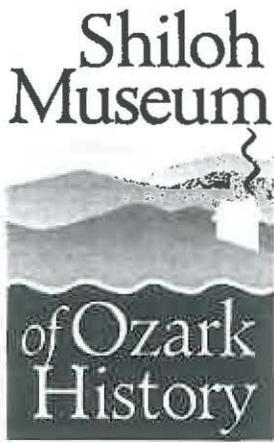
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



118 W. Johnson Avenue
Springdale, AR 72764
479-750-8165
shiloh@springdalear.gov
www.shilohmuseum.org

DATE: 25 June 2013
TO: Wyman Morgan, Director of Finance & Administration
FROM: Allyn Lord, director, Shiloh Museum *Allyn Lord*
RE: Request for CIP funding for work on museum's HVAC system

Problem: Part of the Shiloh Museum's HVAC system – a condenser coil, compressor, and condenser fan motor – has failed and needs replacement.

Two Quotes were taken for replacement parts and labor; both quotes are attached.

\$16,990 (\$18,562 with tax) AirWorks (Multi-Craft), our current HVAC company (Springdale)
\$19,205 (\$20,981 with tax) AirTemp Mechanical Service (Springdale)

If not replaced in timely fashion: Waiting to do this work could have major negative results:

1. Additional damage to the compressor and other chiller components, making the work exponentially more costly.
2. Excess heat and moisture (humidity) in the museum as we're heading into our hottest months; we're already feeling the effects.

Budget: The cost for this HVAC work is well beyond what's available in the museum's budget and we therefore request CIP funding to complete this work.

Please let me know how I can best expedite that request. Thanks.

The Shiloh Museum of Ozark History serves the public by providing resources for finding meaning, enjoyment, and inspiration in the exploration of the Arkansas Ozarks.



P.O. Box 1760 | 2300 Lowell Road | Springdale, AR 72765
P 479.751.7411 | Toll-Free 1.800.781.7411 | F 479.751.0316

June 24, 2013

Quote: 1QS06040926

Shiloh Museum
118 W. Johnson Ave.
Springdale, AR 72764-4314

Attn: Allyn Lord
PH: 479-750-8165
FX: 479-750-8693

RE: Chiller Repairs

The Airworks division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work: Replace Circuit 2 Condenser Coil

- Shut down and lock out electrical circuits to this chiller.
- Recover and dispose of refrigerant in circuit 2 per E.P.A. guidelines.
- Remove and dispose of circuit 2 condenser coil per E.P.A. guidelines.
- Install new circuit 2 condenser coil and add refrigerant filter drier as required.
- Pull circuit 2 into a vacuum and charge with refrigerant to manufacturer's specifications.
- Restore power, start system and verify circuit 2 operation.
- All crane fees and permits are included in this proposal.
- **WARRANTY:** The new components will carry standard manufacturer's warranties; Air Works will provide a 90 day warranty on the repair.

Replace Circuit 1 Compressor and Condenser Fan Motor

- Shut down and lock out electrical circuits to this chiller.
- Recover and dispose of refrigerant in circuit 1 per E.P.A. guidelines.
- Remove and dispose of circuit 1 compressor and condenser fan motor per E.P.A. guidelines.
- Install new circuit 2 compressor and add refrigerant filter drier as required.
- Pull circuit 1 into a vacuum and charge with refrigerant to manufacturer's specifications.
- Restore power, start system and verify circuit 1 operation.
- All crane fees and permits are included in this proposal.
- **WARRANTY:** The new components will carry standard manufacturer's warranties; Air Works will provide a 90 day warranty on the repair.

Total Price: \$ 16,990.00 (plus applicable taxes)

\$18,562 with tax



MCC
AIRWORKS

P.O. Box 1760 | 2300 Lowell Road | Springdale, AR 72765
P 479.751.7411 | Toll-Free 1.800.781.7411 | F 479.751.0316

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

Bob Miller

Bob Miller
Commercial Sales
ram@multi-craft.net
PH: 479-236-8529 cell

Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms

Purchaser agrees to pay Multi-Craft Contractors, Inc. for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Final payments due in full no later than 30 days from invoice date. Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- ◆ Balance due net 30 days

Warranty and Exclusions

- A. Customer will provide and permit reasonable access to all necessary areas. Air Works, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
- B. In the unlikely event of failure to perform its obligations, Air Works, Inc.'s liability is limited to repair or replacement at its option. Under no circumstances will Air Works, Inc. be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
- C. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- D. Air Works, Inc. will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- E. This agreement does not include any services occasioned by improper operation, negligence except the negligence of Air Works, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Air Works, Inc. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- F. Air Works, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
- G. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- H. Air Works, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
- I. In the event of additional freight, labor, or material costs resulting from the customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the customer agrees to pay these additional costs.
- J. Air Works, Inc.'s service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Air Works, Inc. encounters such material in performing its work, Air Works, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes

Disputes arising out of or in relation to this document which cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.'s office at Multi-Craft Contractors Inc.'s discretion, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Authorized Purchaser & Title

Acceptance Date

Shiloh Museum 1QS06040926

Purchase Order Number

If accepted please sign and Fax: 479-751-0316

Initials _____



PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
06/19/2013	PP10290	

BY AND BETWEEN:

AirTemp Mechanical Service
1215B ESI Drive
Springdale, AR 72764

AND

Shiloh Museum
118 W Johnson
Springdale, AR 72764

hereinafter CONTRACTOR

hereinafter CUSTOMER

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Shiloh Museum, Springdale, AR

Trane chiller:
Replace the left side condenser coil, one solenoid valve with power coil, compressor number 1, two refrigerant driers, and one condenser fan motor. Due to the nature of the refrigerant leaks, there is a strong possibility of non-condensibles contaminating the refrigerant. This quote includes replacement of the refrigerant. Included are freight, rigging and lifting equipment, and labor.

These repairs will resolve existing issues with the chiller, but do not constitute "rebuilding of the chiller". Workmanship is guaranteed for one year from completion date.

The above listed work shall be accomplished for the sum of:\$19,205.00

Contractors license: 0209180514
HVACR license: 1202400
Phone: 479-717-2924
Fax: 479-419-5309
email: gary.clark@airtempmech.com

\$20,981 with tax

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

Signature (Sales Representative)

Gary Clark

CUSTOMER

Signature (Authorized Representative)

Approved For Contractor

Signature

Gary Clark / General Manager

Name & Title

Name (Print/Type)

Title

Date

Date

Confidential and Proprietary. No Unauthorized Reproduction or Use.

PROJECT AGREEMENT TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

RESOLUTION NO. _____

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

WHEREAS, the Springdale Fire Department has received a reimbursement of funds paid in previous years for Washington County Regional Haz-Mat response, and

WHEREAS, these funds have not been appropriated and the reimbursement was not anticipated in the budget revenue projections, and

WHEREAS, the Fire Chief has requested an appropriation from the funds for the purchase of some Haz-Mat equipment;

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	10106013810000	Fire Dept Misc. Income	3,000	8,250		11,250
Fire	10106014228030	Capital Equipment	0	8,250		8,250

PASSED AND APPROVED this 9th day of July, 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 2:49 PM
To: 'Wyman Morgan'
Subject: FW: Midland Rail Car Kit

Attachments: MIDLAND B-243-VA-EPDM OFFICIAL PRICE QUOTE (ON LETTERHEAD).doc



MIDLAND
3-VA-EPDM OFFIC

Wyman,

This is what we would like to utilize some of the Haz-mat money from Washington County on? With this, plus the meter that we would like to purchase with the Benton County money, we should be in pretty good shape. We are really close to a FEMA type I team which with a little more equipment we will request with next years Haz-mat money disbursements, we should be able to obtain. That will put us above the other teams in the area, and able to pretty much handle all of our own as well as others problems if needed. Thank you!

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!"

CONFIDENTIALITY STATEMENT: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

-----Original Message-----

From: Eric Smith [mailto:esmith@springdalear.gov]
Sent: Friday, May 31, 2013 2:36 PM
To: Chief Irwin; Kevin McDonald; Jim Vaughan



7733 Gross Point Road
Skokie, IL 60077
Phone: 847.677.0333
Fax: 847.677.0138

DATE: May 13, 2013
TO: Eric Smith – Springdale.ear.gov
RE: B-243-VA-EPDM ERK QUOTE
FAX: N/A
PAGES: 1

OFFICIAL PRICE QUOTE

Thank you for your interest in our Midland Emergency Response Kit. At present time, the B-243-VA-EPDM is our ERK. The price is \$8,250 and the lead time is 11 weeks.

O-Ring/Gasket Kits for the ERK's:

The K-B-240-VA-EPDM includes the VA and EPDM O-rings and gaskets that come in the Emergency Response Kits. The price is \$666.40.

The K-B-240-VA is for the VA items only: \$414.51

The K-B-240-EPDM is for the EPDM items only: \$251.89

The lead time is 2-3 weeks for any O-ring/gasket kit.

Please note that Midland Manufacturing is the sole source for this product.

Kevin Garner

(Customer Service Representative)

Midland Manufacturing

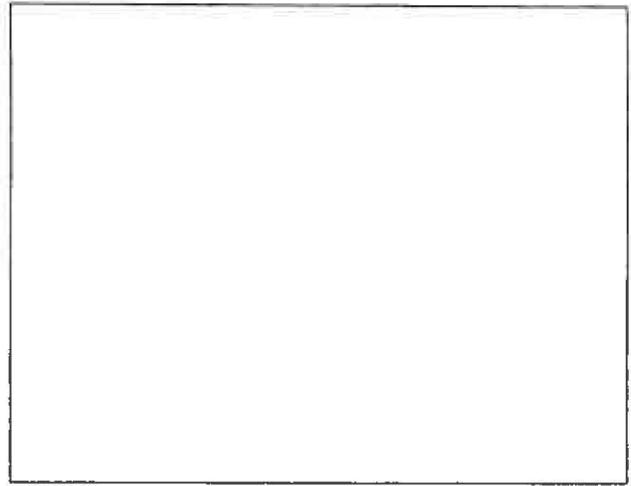
7733 Gross Point Road

Skokie, IL 60077

847-929-6826 (direct dial number)

847-675-5186 (fax)

www.midlandmfg.com



RESOLUTION NO. _____

**A RESOLUTION RELEASING A BILL OF
ASSURANCE IN THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Larry G. Machan, Trustee of the Larry G. Machan Revocable Trust, owner of certain lands in the City of Springdale, Washington County, Arkansas, and more particularly described as follows:

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 18 North, Range 30 West, being more particularly described as follows: Beginning at a point that is South 1020.0 feet and N 8936'11" E 360.55 feet from the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 25 and running thence N 8936'11" E 299.45 feet to a $\frac{1}{2}$ " rebar; thence South 148.57 feet to a $\frac{1}{2}$ " rebar; thence S 8936'11" W 65.2 feet to a $\frac{1}{2}$ " rebar; thence South 151.43 feet to the South line of said 40 acre tract; thence S 8936'11" W 50 feet along said South line; thence leaving said South line and running North 114.16 feet to a $\frac{1}{2}$ " rebar located in a fence line; thence S 8951'51" W 184.25 feet along said fence line to a $\frac{1}{2}$ " rebar; thence North 185 feet to the point of beginning, containing 1.35 acres, more or less. City of Springdale, Washington County, Arkansas. Subject to the Randall Wobbe Lane right-of-way along the South line and any other easements and/or right-of-ways of record.

ALSO:

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 18 North, Range 30 West being more particularly described as follows: Beginning at a $\frac{1}{2}$ " rebar located at a point that is South 1020 feet, N 8936'11" E 660 feet, and South 148.57 feet from the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25 and running thence South 151.43 feet to the South line of said 40 acre tract; thence S 8936'11" W 65.2 feet along said South line; thence leaving said South line and running North 151.43 feet to a $\frac{1}{2}$ " rebar; thence N 8936'11" E 65.2 feet to the point of beginning, containing 0.23 acres, more or less. City of Springdale, Washington County, Arkansas. Subject to the Randall-Wobbe Lane right-of-way along the South line and any other easements and/or right-of-way of record.

ALSO:

A part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 18 North, Range 30 West, being more particularly described as follows: Beginning at a $\frac{1}{2}$ " rebar located at a point that is South 1020 feet, N 8936'11" E 360.55 feet, and South 185 feet from the Northwest corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 25 and running thence N 8951'51" E 184.25 feet along a fence line to a $\frac{1}{2}$ " rebar; thence South 114.16 feet to the South line of said 40 acre tract; thence S 8936'11" W 184.25 feet along said South line; thence leaving said South line and running North 115 feet to the point of beginning, containing 0.48 acres, more or less. City of Springdale, Washington County, Arkansas. Subject to the Randall Wobbe Lane right-of-way along the South line and any other easement and/or right-of-ways of record.

WHEREAS, Larry G. Machan, Trustee of the Larry G. Machan Revocable Trust, executed a Bill of Assurance on July 16th, 2012 agreeing to certain conditions of improvements to the property in connection with a business license to 228 E. Randall Wobbe Lane in the City of Springdale, and

WHEREAS, Larry G. Machan, Trustee of the Larry G. Machan Revocable Trust, has completed all the improvements; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Bill of Assurance for Larry G. Machan, Trustee of the Larry G. Machan Revocable Trust, for the aforesaid property shall be released.

PASSED AND APPROVED this ___ day of _____, 2013.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



Doc ID: 014845810004 Type: REL
Kind: MISC
Recorded: 10/16/2012 at 12:13:40 PM
Fee Amt: \$30.00 Page 1 of 4
Washington County, AR
Bette Stamps Circuit Clerk

File **2012-00031382**

BILL OF ASSURANCE

This declaration of a Bill of Assurance made and published on this 3rd day of **JULY, 2012** by **LARRY G. MACHAN, TRUSTEE OF THE LARRY G. MACHAN REVOCABLE TRUST**, owner of real estate located in the City of Springdale, Washington County, Arkansas, and more particularly described as follows:

LEGAL DESCRIPTION:

A part of the SW1/4 of the NE1/4 of Section 25, Township 18 North, Range 30 West, being more particularly described as follows: Beginning at a point that is South 1020.0 feet and N89 degrees 36'11"E 360.55 feet from the Northwest corner of the SW1/4 of the NE1/4 of said Section 25 and running thence N89 degrees 36'11"E 299.45 feet to a 1/2" rebar; thence South 148.57 feet to a 1/2" rebar; thence S89 degrees 36'11"W 65.2 feet to a 1/2" rebar; thence South 151.43 feet to the South line of said 40 acre tract; thence S89 degrees 36'11"W 50.0 feet along said South line; thence leaving said South line and running North 114.16 feet to a 1/2" rebar located in a fence line; thence S89 degrees 51'51"W 184.25 feet along said fence line to a 1/2" rebar; thence North 185.0 feet to the point of beginning, containing 1.35 acres, more or less. City of Springdale, Washington County, Arkansas. Subject to the Randall-Wobbe Lane right-of-way along the South line and any other easements and/or right-of-ways of record.

ALSO

A part of the SW1/4 of the NE1/4 of Section 25, Township 18 North, Range 30 West being more particularly described as follows: Beginning at a 1/2" rebar located at a point that is South 1020.0 feet, N89 degrees 36'11"E 660.0 feet, and South 148.57 feet from the Northwest corner of the SW1/4 of the NE1/4 of said Section 25 and running thence South 151.43 feet to the South line of said 40 acre tract; thence S89 degrees 36'11"W 65.2 feet along said South line; thence leaving said South line and running North 151.43 feet to a 1/2" rebar; thence N89 degrees 36'11"E 65.2 feet to the point of beginning, containing 0.23 acres, more or less. City of Springdale, Washington County, Arkansas. Subject to the Randall-Wobbe Lane right-of-way along the South line and any other easements and/or right-of-ways of record.

ALSO

A part of the SW1/4 of the NE1/4 of Section 25, Township 18 North, Range 30 West, being more particularly described as follows: Beginning at a ½" rebar located at a point that is South 1020.0 feet, N89 degrees 36'11"E 360.55 feet, and South 185.0 feet from the Northwest corner of the SW1/4 of the NE1/4 of said Section 25 and running thence N89 degrees 51'51"E 184.25 feet along a fence line to a ½" rebar; thence South 114.16 feet to the South line of said 40 acre tract; thence S89 degrees 36'11"W 184.25 feet along said South line; thence leaving said South line and running North 115.0 feet to the point of beginning, containing 0.48 acres, more or less. City of Springdale, Washington County, Arkansas. Subject to the Randall-Wobble Lane right-of-way along the South line and any other easement and/or right-of-ways of record.

WHEREAS: the aforesaid owners of the real property have secured from the City of Springdale a temporary waiver of the requirements of certain improvements in connection with following proposed development in the City of Springdale, Arkansas: **228 E RANDALL WOBBE LN. – BUSINESS LICENSE.**

It is hereby agreed that all parties hereto are desirous of making a declaration in the form of this Bill of Assurance of the intention of guaranteeing the preservation of certain values and amenities in the community and binding the owners of the real estate described in the Bill of Assurances, and all subsequent owners of said real estate, concerning the obligations and restriction set forth herein, as such shall be covenants running with the land.

It is further agreed that the above described real property shall be developed, transferred, sold, conveyed, and occupied subject to the following covenants and restrictions:

1. The owners shall construct at their expense the following improvements:
 - a. **PAVE GRAVEL DRIVEWAY (24' MIN. 2-WAY, 15' MIN. 1-WAY)** and additional improvements required by the Springdale City Code of Ordinances to specifications set forth therein.
2. All said improvements shall be constructed no later than **JULY 3RD, 2013.**
3. Should the owner fail to properly construct the about improvements before said time, the City of Springdale shall have the right to construct said improvements and charge the cost thereof to the owners. Said cost shall constitute a lien on the above described property, and the City of Springdale shall have the right to foreclose said lien according to law.

Witness our hand and seal on the dates first above written.

Larry Machan
(OWNER)

7-16-12
(DATE)

(OWNER)

(DATE)

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

SS.

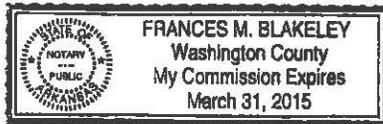
COUNTY OF Washington

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Larry Machan, personally known to me to be the person subscribing to the foregoing Bill of Assurance, and who stated to me that he had executed the same for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereto set my hand and official seal this 16th day of July, 2012

Frances M. Blakeley
(NOTARY PUBLIC)

My Commission expires: 3-31-2015





Patsy Christie
Director
Planning And Community
Development Division

July 9, 2012

201 Spring Street
Springdale, Arkansas 72764
(479) 750.8550
(479) 750.8539 fax
www.SpringdaleAR.gov

Larry Machan
216 Randall Wobbe Lane
Springdale, AR 72764

RE: B12-39 Variance 288 Randall Wobbe Lane

At the July 3, 2012 meeting of the Springdale Planning Commission, your variance requests for deletion of paved driveway requirement with the submission of a one year Bill of Assurance and deletion of paved parking lot requirement at the above location was approved.

I have attached the Bill of Assurance. Please sign and return to this office no later than July 20, 2012 at 5:00 p.m.

Respectfully,

Clayton Sedberry, GIS and Planning Coordinator
Planning and Community Development Division

/dp

Cc: file
Building inspection

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
CHARLES THURMAN IS THE DEFENDANT.**

WHEREAS, the City of Springdale filed a lawsuit against Charles Thurman to condemn a tract of land for the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tract 19X;

WHEREAS, the City of Springdale deposited the sum of \$158,400 into the Registry of the Court as estimated just compensation for Mr. Thurman's property;

WHEREAS, Mr. Thurman has extended an offer to settle the condemnation lawsuit for the total sum of \$174,000;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$15,600 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 Thurman condemnation lawsuit for the total sum of \$174,000.

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 Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

TO: City Council – Mayor Sprouse
FROM: Ernest Cate, City Attorney
RE: City of Springdale v. Thurman
DATE: July 9, 2013

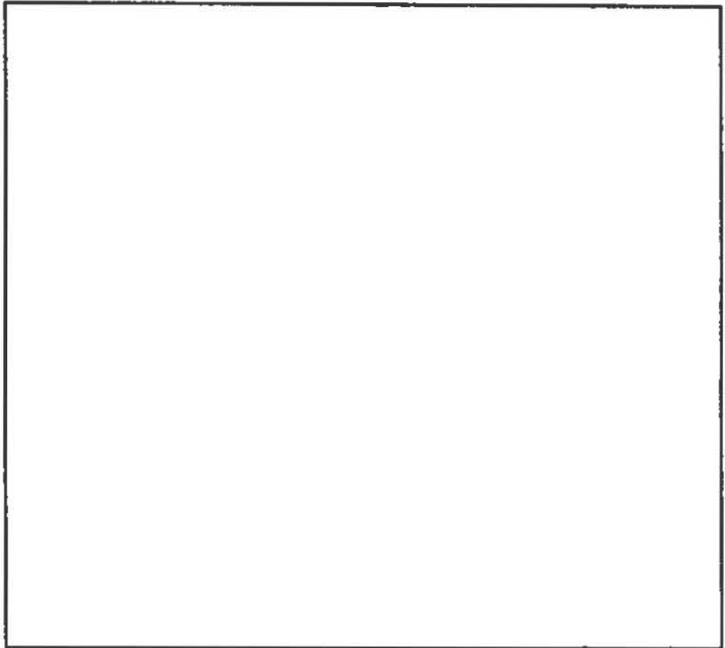
If you will recall, the City Council approved the condemnation of land in connection with the I-540 Don Tyson Interchange Project. One of these tracts of land is owned by Charles Thurman. The file was turned over to the City Attorney's office for the purpose of acquiring the needed property by eminent 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 \$158,400 was deposited with the court as the City's estimate of just compensation to be paid to Mr. Thurman. This amount represented the value of the property to be taken and was determined from an appraisal conducted by Reed & Associates, Inc.

Mr. Thurman, through his attorney, has indicated that he would accept the total sum of \$174,000 to settle this case. In other words, Mr. Thurman is asking for an additional amount of \$15,600 to settle the case. It is my opinion that the City of Springdale should pay this additional amount to settle this case.

The settlement amount agreed upon by Mr. Thurman is entirely reasonable, in my opinion. The additional amount requested is an increase of less than 10% over and above the City's appraisal. Agreeing to pay Mr. Thurman the additional amount requested would avoid the risk of proceeding to trial. In all, I believe the additional amount requested of \$15,600 is reasonable, and I recommend that the City Council approve this settlement with Mr. Thurman.

ErnestCa/2013misc/memoThurman

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 602 DYER STREET, 513 A & B GUTENSOHN ROAD, 2800 EAST OSAGE DRIVE, 901 SHIPLEY STREET, 4102 WATKINS AVENUE AND 2148 WOODFORD STREET.

WHEREAS, Wilbert Cortez, Sr., Anita Cortez, Raymundo Cortez, Sr. and Reyna Cortez are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Eleven (11), Block One (1), Pults 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. Subject to easements, rights-of-way and restrictions of record.

LAYMAN'S DESCRIPTION: 602 Dyer Street
Springdale, Arkansas
PARCEL NO.: 815-25057-000

WHEREAS, Herminio Mojica and Francisca Madero-Ramirez are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 1, Block 1 of Westview Addition to the City of Springdale, Arkansas, as per plat of said Addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LAYMAN'S DESCRIPTION: 513 A & B Gutensohn Rd., Springdale,
Washington County, Arkansas
PARCEL NO.: 815-26846-000

WHEREAS, U.S. Bank National Association is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Numbered One (1) Block Two (2) of Southern Hills Subdivision Phase III to the City of Springdale, Arkansas, as shown on the plat thereof on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, subject to existing easements and restrictions of record, if any.

LAYMAN'S DESCRIPTION: 2800 East Osage Street
Springdale, Arkansas
PARCEL NO.: 815-25815-000

WHEREAS, Johnny Rogers, Justin Smith, Roger Smith and Quentin Smith are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Ten (10), Block Three (3) of the revised plat of R.L. Hayes Park Addition to the City of Springdale, Arkansas.

LAYMAN'S DESCRIPTION: 901 Shipley Street
Springdale, Arkansas
PARCEL NO.: 815-22569-000

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

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, 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:

\$115.00 clean-up costs and \$45.55 administrative costs – 602 Dyer Street
\$175.00 clean-up costs and \$33.33 administrative costs – 513 A & B Gutensohn Rd.
\$125.00 clean-up costs and \$21.11 administrative costs – 2800 East Osage Drive
\$125.00 clean-up costs and \$33.33 administrative costs – 901 Shipley Street
\$122.61 clean-up costs and \$45.55 administrative costs – 4102 Watkins Street

\$50.00 clean-up costs and \$21.11 administrative costs – 2148 Woodford Street

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:

\$160.55, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 602 Dyer Street, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$208.33, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 513 A & B Gutensohn Rd., Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$147.11, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 2800 East Osage Drive, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$158.33, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 901 Shipley Street, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$168.16, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 4102 Watkins Avenue, Springdale, Washington County, Arkansas as described above, and collected accordingly;

\$71.11, plus 10% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on property known as 2148 Woodford Street, 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



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:
tsamples@springdalear.gov

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

June 3, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Raymundo, Sr. and Reyna Cortez
& Wilbert, Sr. and Anita Cortez
P.O. Box 655
Springdale, AR 72765-0655

Wilbert, Sr. and Anita Cortez &
Raymundo, Sr. and Reyna Cortez
P.O. Box 1578
Springdale, AR 72765-1578

Wilbert, Sr. and Anita Cortez &
Raymundo, Sr. and Reyna Cortez
342 Strawberry Meadow, #202
Springdale, AR 72764

Bank of America, N.A.
400 National Way
Simi Valley, CA 93065

Bank of America, N.A.
100 N. Tyron St., #170
Charlotte, NC 28202

RE: Notice of clean-up lien on property located at 602 Dyer St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
25057-000

Dear Property Owners/Lienholder:

On March 29, 2013, notice was posted on property located at 602 Dyer St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, 42-78 and 91, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on April 12, 2013, that the City
intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-
54-903 if the violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 10, 2013. As of this date, the total costs incurred and paid by the City
of Springdale to clean this property are \$115.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),

administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before July 3, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, July 9, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$145.55, which includes \$115.00 for cleaning up the property and \$30.55 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

enclosures
TS:ch

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Anita Cortez 6-13-13</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Wilbert, Sr. and Anita Cortez & Raymundo, Sr. and Reyna Cortez P.O. Box 1578 Springdale, AR 72765-1578</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8219 7618</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X David Quintana <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery JUN 6 2013</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Bank of America, N.A. 400 National Way Simi Valley, CA 93065</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8219 7595</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature Pitney Bowes on behalf of <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery Bank of America 6-7</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Bank of America, N.A. 100 N. Tyron St., #170 Charlotte, NC 28202</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8219 7588</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



Office Of The City Attorney

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

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedere
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

June 3, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Deutsche Bank National Trust Co.
as Trustee on behalf of GSAA Home Equity Trust 2006-16
1761 East St. Andrew Pl.
Santa Ana, CA 92705

Bank of America, N.A.
9062 Old Annapolis Rd.
Columbia, MD 21045

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

Dear Property Owners/Lienholders:

On April 25, 2013, notice was posted on property located at 153 A & B
Gutensohn Rd., Springdale, Arkansas, that the property was in violation of
Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within
seven (7) days. Notice was mailed to the owner of record on May 7, 2013, that
the City intended to seek a clean-up lien on this property pursuant to Ark. Code
Ann. §14-54-903 if the violations were not remedied. The owner received said
letter on May 9, 2013.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 17, 2013. As of this date, the total costs incurred and paid by the City
of Springdale to clean this property are \$175.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),

administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before July 3, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, July 9, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$193.33, which includes \$175.00 for cleaning up the property and \$18.33 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

enclosures
TS:ch



Bellis Lawn & Gardens
 PO BOX 406
 Fayetteville AR 72702

Invoice

Due Date	Date	Invoice #
5/29/2013	5/19/2013	515

bellis_lawns@cox.net

Bill To

Code Enforcement/Springdale AR
 107 Spring St
 Springdale, AR 72762
 Bobby N

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due	\$175.00
--------------------	-----------------

Bellis Lawn & Gardens
 PO BOX 406
 Fayetteville AR 72702

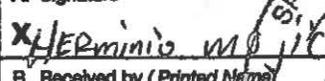
PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

P.O. No.	Terms	Project	Rep
	Net 10		

Item	Description	Qty	Rate	Services	Amount
Lawn Service	Lawn Service - 513 A & 513 B Gutensohn Springdale AR -	1	175.00	5/17/2013	175.00
Transaction # _____ Date _____ Account # <u>101-0403-423-70-35</u> Project # _____ Invoice # <u>515</u> Amount <u>\$175.00</u> Description <u>Lawn Service @</u> <u>513 Gutensohn</u> Approved By <u>Mike Clender</u> <u>5/21/13</u>					

There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total	\$175.00
Payments/Credits	\$0.00
Balance Due	\$175.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Hermilio Mojica</u> C. Date of Delivery <u>JUN 09 2013</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Hermilio Mojica & Francisca Modero-Ramirez 301 Sanders Springdale, AR 72764</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7011 1570 0000 8219 7687</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>C. Funches</u> C. Date of Delivery <u>6/6</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Bank of America, N.A. 9862 Old Annapolis Rd. Columbia, MD 21045</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7011 1570 0000 8219 7670</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Anne Hightower</u> C. Date of Delivery <u>6/6/13</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Deutsche Bank National Trust Co. as Trustee on behalf of GSAA Home Equity Trust 2006-16 1761 East St. Andrew Pl. Santa Ana, CA 92705</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7011 1570 0000 8219 7663</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



Office Of The City Attorney

201 Spring Street
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ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

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Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

June 3, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

U.S. Bank National Association
4801 Fredrica St.
Owensboro, KY 42301

RE: Notice of clean-up lien on property located at 2800 E. Osage Dr.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
25815-000

Dear Property Owner:

On April 26, 2013, notice was posted on property located at 2800 E. Osage Dr.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, 42-78 and 91-38, and needed to be remedied within seven (7)
days. Notice was mailed to the owner of record on April 26, 2013, that the City
intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-
54-903 if the violations were not remedied. The owner received said letter on
May 2, 2013.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 15, 2013. As of this date, the total costs incurred and paid by the City
of Springdale to clean this property are \$125.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.11 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of
Springdale on or before July 3, 2013, a hearing will be held before the Springdale
City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of
the clean-up lien to which the City is entitled for cleaning up the property. The

hearing will be held Tuesday, July 9, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$131.11, which includes \$125.00 for cleaning up the property and \$6.11 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

A handwritten signature in black ink that reads "Sarah Sparkman" with a horizontal line extending to the right.

Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Invoice

Green Pastures Lawn Care
19007 Bug Scuffle Rd.
West Fork AR, 72774

(479)903-2696

mike@gp-lc.com

Bill To:

City Of Springdale
201 Spring St.
Springdale AR. 72764

Invoice No: 194
Date: 15 May 2013

Description	Quantity	Rate	Amount
Initial mow of tall grass at: 2800 Osage Officer T. Haden	1.00	\$125.00	\$125.00*

Transaction # _____
Date _____
Account # 101-0403-423.70-35
Project # _____
Invoice # 194
Amount \$125.00
Description Lawn care @ 2800 Osage
Approved By Mike Chaden
5/21/13

Total	\$125.00
Paid	\$0.00
Balance Due	\$125.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 1/9/03</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">U.S. Bank National Association 4801 Fredrica St. Owensboro, KY 42301</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

2. Article Number (Transfer from service label) 7011 1570 0000 8219 7694



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:
tsamples@springdalear.gov

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

June 3, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Johnny Rogers, Justin Smith,
Quentin Smith and David Smith
P.O. Box 58
Hillsdale, OK 73743

Johnny Rogers, Justin Smith,
Quentin Smith and David Smith
213 Westwood Ave.
Springdale, AR 72764

Bank of America, N.A.
9000 Southside Blvd.
Jacksonville, FL 32256

RE: Notice of clean-up lien on property located at 901 Shipley St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
22569-000

Dear Property Owners/Lienholder:

On April 24, 2013, notice was posted on property located at 901 Shipley St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days.
Notice was mailed to the owner of record on May 7, 2013, that the City intended
to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if
the violations were not remedied. The owner received said letter on May 8, 2013.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 17, 2013. As of this date, the total costs incurred and paid by the City
of Springdale to clean this property are \$125.00. I have enclosed an invoice
evidencing the costs incurred and paid by the City of Springdale to clean this
property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4),
administrative fees may be added to the total costs incurred by the City of
Springdale, which will include certified mailing fee in the amount of \$6.11 per
letter and a filing fee in the amount of \$15.00 to the Washington County Circuit
Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before July 3, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, July 9, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$143.33, which includes \$125.00 for cleaning up the property and \$18.33 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

enclosures
TS:ch



Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

Invoice

Due Date	Date	Invoice #
5/29/2013	5/19/2013	514

bellis_lawns@cox.net

Bill To

Code Enforcement/Springdale AR
107 Spring St
Springdale, AR 72762
Bobby N

Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

New e-mail address? Enter here: _____

Balance Due \$125.00

Bellis Lawn & Gardens
PO BOX 406
Fayetteville AR 72702

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT.

R.O. No.	Terms	Project	Rep.
	Net 10		

Item	Description	Qty	Rate	Serviced	Amount
Lawn Service	Lawn Service - 901 Shipley Springdale AR -	1	125.00	5/17/2013	125.00
Transaction # _____ Date _____ Account # <u>101-0403-423, 70-35</u> Project # _____ Invoice # <u>514</u> Amount <u>\$125.00</u> Description <u>Lawn Service @</u> <u>901 Shipley St.</u> Approved By <u>Mike Clark</u> <u>5/21/13</u>					

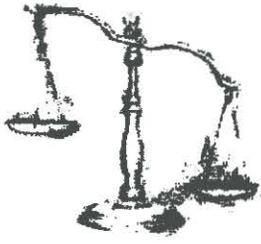
There will be a \$15 charge for all returned checks. 10% interest will be assessed on all unpaid balances after 45 days. For billing inquiries: 479-790-7607

Total	\$125.00
Payments/Credits	\$0.00
Balance Due	\$125.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature * <i>Johnny Rogers</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>Johnny Rogers</i>	C. Date of Delivery <i>6/4/13</i>
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Johnny Rogers Quentin Smith 2113 W. ... Springdale, ... </div>	D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <div style="text-align: center; font-size: 24px; font-weight: bold;">72762</div>	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 8219 7649	
PS Form 3811, February 2004	Domestic Return Receipt	102585-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature * <i>Roger D. Smith</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>Roger D. Smith</i>	C. Date of Delivery <i>6/5/13</i>
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Johnny Rogers, Justin Smith, Quefflin Smith and David Smith P.O. Box 58 Hillsdale, OK 73743 </div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 8219 7656	
PS Form 3811, February 2004	Domestic Return Receipt	102585-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature * <i>[Signature]</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
	B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery <div style="border: 2px solid black; border-radius: 50%; padding: 10px; text-align: center; width: fit-content; margin: 0 auto;"> JUN - 6 2013 </div>
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Bank of America, N.A. 9000 Southside Blvd. Jacksonville, FL 32256 </div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
2. Article Number (Transfer from service label)	7011 1570 0000 8219 7632	
PS Form 3811, February 2004	Domestic Return Receipt	102585-02-M-1540



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
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Writer's Email:
tsamples@springdalear.gov

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City Attorney

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Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

June 3, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert J. Boyd, ADC #154309
Ouachita River Correctional Unit N
P.O. Box 1630
Malvern, AR 72104

JILL BOYD
c/o Randall Denzer
Jail Administrator
Washington County Jail
1155 W. Clydesdale Dr.
Fayetteville, AR 72701

First Security Bank
P.O. Box 249
Springdale, AR 72765

J.P. Morgan Chase Bank, NA
700 Kansas Lane, MC 8000
Monroe, LA 71203

Wilson & Associates
1521 Merrill Dr., Ste. D-220
Little Rock, AR 72211
Your File #355-216587

RE: Notice of clean-up lien on property located at 4102 Watkins Ave.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
24748-000

Dear Property Owners/Lienholders:

On March 26, 2013, notice was posted on property located at 4102 Watkins Ave.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 91-66, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on April 1, 2013, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the

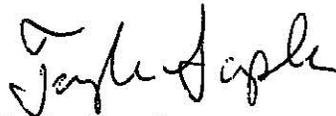
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 15, 2013. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$122.61. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before July 3, 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, July 9, 2013, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$153.16, which includes \$122.61 for cleaning up the property and \$30.55 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Taylor Samples
Deputy City Attorney

enclosures

TS:ch

Krystal Klear Pools, Inc.2013

P.O. Box 1255
Springdale, AR 72765

Invoice

Date	Invoice #
5/15/2013	18389

Bill To
City of Springdale Code Enforcement 107 Spring St. Springdale, AR 72764 Mike Chamlee

Terms	P.O. No.	Due Date
Net 15	4102 Watkins	5/30/2013

Item	Description	Qty	Rate	Amount
Service	Service call 5/14/13 Remediate in pursuant to the City of Springdale Code of Ordinances chapter 42	1	100.00	100.00T
Mosquito Dunks	Mosquito Dunks No visible mosquito larvae	6	2.04	12.24T
Transaction # _____ Date _____ Account # 101-0403-423.70-35 Project # _____ Invoice # 18389 Amount \$122.61 Description pool treatment @ 4102 Watkins Approved By <u>Mike Chamlee</u> 5/21/13				

A late charge of \$25.00 will be added to any invoice over 30 days	Subtotal	\$112.24
Visa, MasterCard, Discover and American Express Credit Cards are Accepted	Sales Tax (9.25%)	\$10.37
	Total	\$122.61
	Payments/Credits	\$0.00
	Balance Due	\$122.61

Customer Total Balance	\$249.84
-------------------------------	----------

Phone #	Fax#	E-Mail	Web Site
479-770-5511	479-770-5051	krystalklearpools@abcglobal.net	www.krystalklearpoolsinc.com

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Robert J. Boyd, ADC #154309
Ouachita River Correctional Unit N
P.O. Box 1630
Malvern, AR 72104

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
Sue A. Ford

B. Received by (Printed Name) *Sue A. Ford* C. Date of Delivery *6/15/13*

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7011 1570 0000 8219 7557**

PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1540

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Attn: Randell Denzer
Jail Administrator
Washington County Jail
1155 W. Clydesdale Dr.
Fayetteville, AR 72701
501.311.8271 #104174

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
Randell Denzer

B. Received by (Printed Name) *Randell Denzer* C. Date of Delivery *6/14/13*

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

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7011 1570 0000 8219 7540**

PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>First Security Bank P.O. Box 249 Springdale, AR 72765</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>JUN 05 2013</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8219 7533</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>J.P. Morgan Chase Bank, NA 700 Kansas Lane, MC 8000 Monroe, LA 71203</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>JUN 05 2013</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7011 1570 0000 8219 7526</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

SENDER: COMPLETE THIS SECTION

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

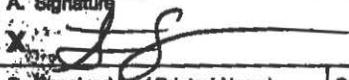
1. Article Addressed to:

Wilson & Associates
1521 Merrill Dr., Ste. D-220
Little Rock, AR 72211

2. Article Number
(Transfer from service label)

7011 1570 0000 8219 7519

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
SETH LUMAS 6/5

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

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

4. Restricted Delivery? (Extra Fee) Yes



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:

tsamples@springdalear.gov

Ernest B. Cate
City Attorney

Brooke Lockhart
Deputy City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

Lynda Belvedresi
Case Coordinator

Steve Helms
Investigator

Cindy Horlick
Administrative Asst.

June 3, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Federal Home Loan Mortgage Corp.
5000 Plano Pkwy.
Carrollton, TX 75010

RE: Notice of clean-up lien on property located at 2148 Woodford St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
35726-000

Dear Property Owner:

On April 5, 2013, notice was posted on property located at 2148 Woodford St., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on April 8, 2013, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The owner received said letter on April 10, 2013.

No action was taken by the owner to clean up the property within seven (7) business days. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 15, 2013. As of this date, the total costs incurred and paid by the City of Springdale to clean this property are \$50.00. I have enclosed an invoice evidencing the costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.11 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before July 3 2013, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of

the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, June 11, 2013, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$56.11, which includes \$50.00 for cleaning up the property and \$6.11 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Samples". The signature is fluid and cursive, with the first name "Taylor" and last name "Samples" clearly distinguishable.

Taylor Samples
Deputy City Attorney

enclosures
TS:ch

Invoice

Green Pastures Lawn Care
19007 Bug Scuffle Rd.
West Fork AR, 72774

(479)903-2696

mike@gp-lc.com

Bill To:

City Of Springdale
201 Spring St.
Springdale AR. 72764

Invoice No: 199
Date: 15 May 2013

Description	Quantity	Rate	Amount
Reoccurring lawn care at: 2148 Woodford St. Officer T. Haden	1.00	\$50.00	\$50.00*

Transaction # _____
Date _____
Account # 101-0463-423.70-33
Project # _____
Invoice # 199
Amount \$50.00
Description lawn care @ 2148 Woodford St
Approved By Mike Chandler
5/21/13

Total	\$50.00
Paid	\$0.00
Balance Due	\$50.00

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p>	<p>B. Received by (Print Name) <u>Tony Gomez</u> C. Date of Delivery <u>4/5</u></p>
<p>Federal Home Loan Mortgage Corp. 5000 Plano Pkwy. Carrollton, TX 75010</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7011 1570 0000 8219 7564</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540