

- The next Committee Meeting date will be held on Monday, March 14th, 2022 in the Tiered Training Room.
- Committee agendas will be available on the Friday before this meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF NEW CRIMINAL JUSTICE BUILDING
Tuesday, March 8th, 2022**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance

Invocation – Randall Harriman

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

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk/Treasurer
4. Recognition of a Quorum.
5. Comments from Citizens
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
6. Approval of Minutes – February 22nd, 2022: **Minutes located at the back of Agenda. Pgs. 57-66**
7. **A Discussion** of the Water and Sewer System Revenue Bonds, Series 2022.
8. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **10A-10C.** Motion must be approved by two-thirds (2/3) of the council members).*
9. Appointments
A Resolution making an appointment to the Civil Service Commission.
Pg. 1

10. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

A. **An Ordinance** amending Ordinance NO. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 1224, 1256, 2717, and 2775 Old Missouri Road from Agricultural District (A-1) to Large Product Retail Sales (C-6) and declaring an emergency. Pgs. 2-4

B. **An Ordinance** accepting the replat of lots 3A-3E of Worth Lane Commercial Park, City of Springdale, Arkansas. Pgs. 5-7

C. **An Ordinance** accepting the replat of Haag-Brown Commercial Addition a replat of lot 1 of Mercy Health Addition to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 8-10

11. Parks and Recreation Committee by Chairman Mike Lawson

A. **A Resolution** to appropriate funds for the additional renovation and improvements to the Recreation Center. Forwarded from Committee with recommendation for approval. Presented by Chad Wolf, Director of Springdale Parks and Recreation. Pgs. 11-15

B. **A Resolution** to waive competitive bidding for the additional renovation and improvements to the Recreation Center. Forwarded from Committee with recommendation for approval. Presented by Chad Wolf, Director of Springdale Parks and Recreation. Pgs. 16-24

12. Police and Fire Committee by Chairman Brian Powell

A. **A Resolution** supporting the execution of a contract for wrecker service for the Springdale Police Department. Forwarded from Committee with recommendation for approval. Presented by Frank Gamble, Chief of Police. Pgs. 25-36

B. **A Resolution** to authorize the acquisition of emergency medical vehicles. Forwarded from Committee with recommendation for approval. Presented by Jim Vaughn, Assistant Chief of Administration. Pgs. 37-53

13. Finance Committee by Chairman Jeff Watson

A. **A Resolution** authorizing the execution of an Engineering Services Contract for street and drainage improvements to North 56th Street. Forwarded from Committee with recommendation for approval. Presented by Brad Baldwin, Director of Engineering. Pgs. 54-56

14. ***State of the City Address by Mayor Doug Sprouse***

15. Comments from Council Members.

16. Comments from City Attorney.

17. Comments from Mayor

18. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT
TO THE SPRINGDALE CIVIL SERVICE
COMMISSION.**

WHEREAS, Eric Harris' currently serves on the Springdale Civil Service Commission with a term set to expire on April 1, 2022;

WHEREAS, several people have expressed an interest in serving on this Commission;

WHEREAS, the City Council for the City of Springdale finds that Julie Loper should be appointed to the Springdale Civil Service Commission for a six year term from April 1, 2022, to April 1, 2028;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Julie Loper is hereby appointed to the Springdale Civil Service Commission for a six year term running from April 1, 2022, to April 1, 2028.

PASSED AND APPROVED this 8th day of March, 2022.

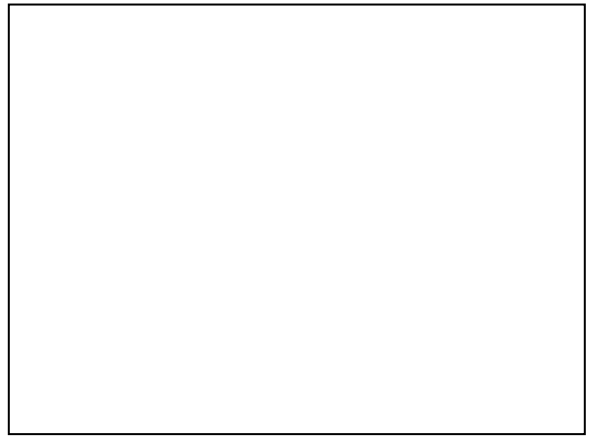
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LARGE PRODUCT RETAIL SALES (C-6) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 1, 2022 for hearing the matter of a petition of Harold L. Treat Revocable Trust Dated November 21, 1997, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Large Product Retail Sales (C-6).

Layman's Description: 1224, 1256, 2717 & 2775 Old Missouri Road

Legal Description: A part of the Southwest Quarter of the Northwest Quarter of Section 7, more particularly described as follows: Beginning at the Southeast corner of said quarter quarter and running thence North 25 rods and 15 feet, thence West 41 rods and 3.6 feet, thence South bearing East to a point on the South line of said quarter quarter, said point being 35 rods West of the point of beginning, thence East 35 rods to the point of beginning; all in Township 17 North, range 29 West of the Fifth Principal Meridian, containing 6.09 acres more or less. Subject to all public and private roads and easements and specifically subject to the easements heretofore granted the Arkansas Wester Gas Company and the Southwestern Electric Power Company.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Large Product Retail Sales (C-6) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) to Large Product Retail Sales (C-6).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

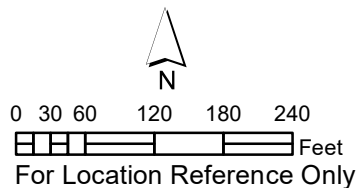
Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 02/18/2022

Public Hearing Sign Posted By: RB

Public Hearing Sign Location

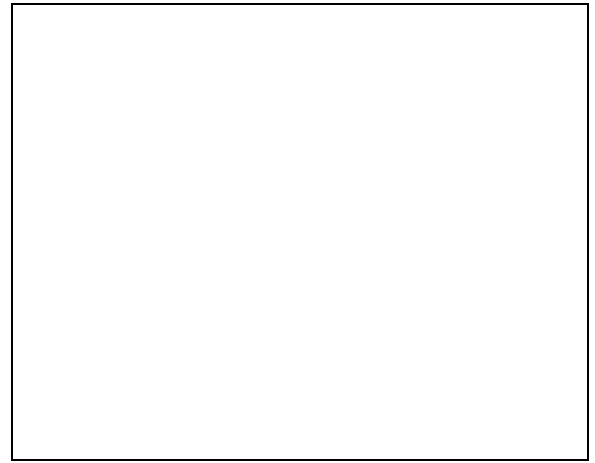


FILE NO. R22-02

APPLICANT: Harold Lounies Treat Revocable Family Trust

REQUEST: Rezoning from a A-1 to a C-6

PLANNING COMMISSION MEETING
March 1, 2022



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT OF LOTS 3A-3E OF
WORTH LANE COMMERCIAL PARK, CITY OF SPRINGDALE
ARKANSAS.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

FINAL PLAT FOR WORTH LANE COMMERCIAL PARK, A COMMERCIAL SUBDIVISION OF THE CITY OF SPRINGDALE, ARKANSAS AS SHOWN IN RECORD BOOK 23A AT PAGE 269.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 3A-3E OF WORTH LANE COMMERCIAL PARK.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT OF LOTS 3A-3E WORTH LANE COMMERCIAL PARK as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

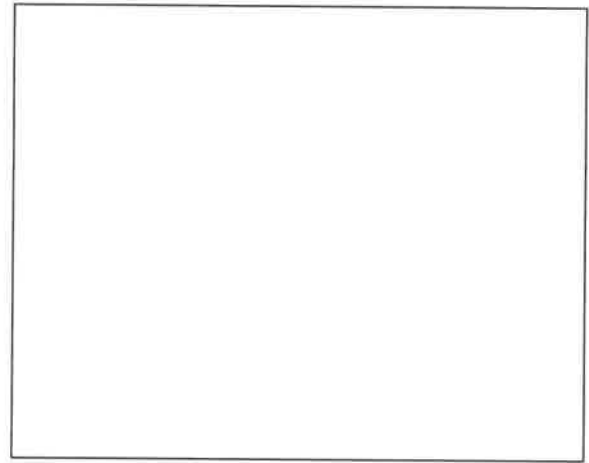
Ernest B. Cate, CITY ATTORNEY



0 50 100 200 300 400
Feet
For Location Reference Only

FILE NO. RP22-01
APPLICANT: Engineering Services, Inc
REQUEST: Replat of Lots 3A-3E of
Worth Lane Commercial Park

PLANNING COMMISSION MEETING
February 1, 2022



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RE-PLAT OF HAAG-BROWN COMMERCIAL ADDITION A REPLAT OF LOT 1 OF MERCY HEALTH ADDITION TO THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

Legal Description:

Lot 1 of Mercy Health Addition of part of the SW $\frac{1}{4}$, of the NE $\frac{1}{4}$, and part of the NW $\frac{1}{4}$, of the SE $\frac{1}{4}$, all in Section 33, Township 18 North, Range 30 West, Washington County, Springdale, Arkansas. Plat File No. 024A-00000395.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOT 1 OF MERCY HEALTH ADDITION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT LOT 1 OF MERCY HEALTH ADDITION , TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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 _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



RESOLUTION NO. _____

**A RESOLUTION TO APPROPRIATE FUNDS FOR
THE ADDITIONAL RENOVATION AND
IMPROVEMENTS TO THE RECREATION CENTER**

WHEREAS, the Springdale Parks and Recreation Director has recommended some improvements to the recreation center, and

WHEREAS, the estimated cost of these improvements is \$178,731.98, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$179,000 from the General Fund reserve for these improvements.

PASSED AND APPROVED this 8nd day of March, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Springdale Parks and Recreation

Recreation Center Sports Court, Workout/Fitness Area Proposal

February 8, 2022

Over the past two years the Recreation Center has undergone many renovations that have been well received by our community members and guests. Past upgrades focused on areas of the center that provide opportunities for youth sports, adult sports, and our ability to host tournaments. The next phase of renovation shifts its focus to enhancing the daily experience as well as setting the groundwork for future improvements that focus on community health. This renovation will include a sport court, installing a rubber interlocking floor in the exercise area (currently concrete), adding a facility wide audio system, and painting an existing walkway. These enhancements would be a significant aesthetic upgrade, improve safety, and create more versatility in the usage of the facility. This renovation will move us one step closer to fulfilling the initial vision for this facility's impact on Springdale.

Below is an itemized cost for the project. The two main purchase items; multi-use sport court and flooring will be purchased on state contract. All other items have secondary quotes and will be provided if necessary. Other than electrical upgrades and floor grinding for walkway, the parks department will do all installation on this project to save on labor costs.

Cost Breakdown:

Hahn Enterprises Sports Court: NASPO Contract #4600039863	\$46,952.15
Mannington Rubber Flooring 13,000SQ.FT. TIPS Contract #20110201	\$68,510.00
Sports Graphics Wall Padding	\$7,584.00
Christensen Net-Works	\$2,793.00
Graybar Track and Mount Materials for Nets	\$3,439.62
Diamond State Floor Grinding	\$10,608.00
Sherwin Williams Paint	\$3,089.00
Electrical Upgrades	\$1,460.00
BPI T-Rex 66 Basketball Goals	\$16,460.00
Commercial Audio System	\$17,836.21
Total Renovation Cost:	\$178,731.98



SPRINGDALE™
WE'RE MAKING IT HAPPEN

www.SpringdaleAR.gov

Current Workout Area:

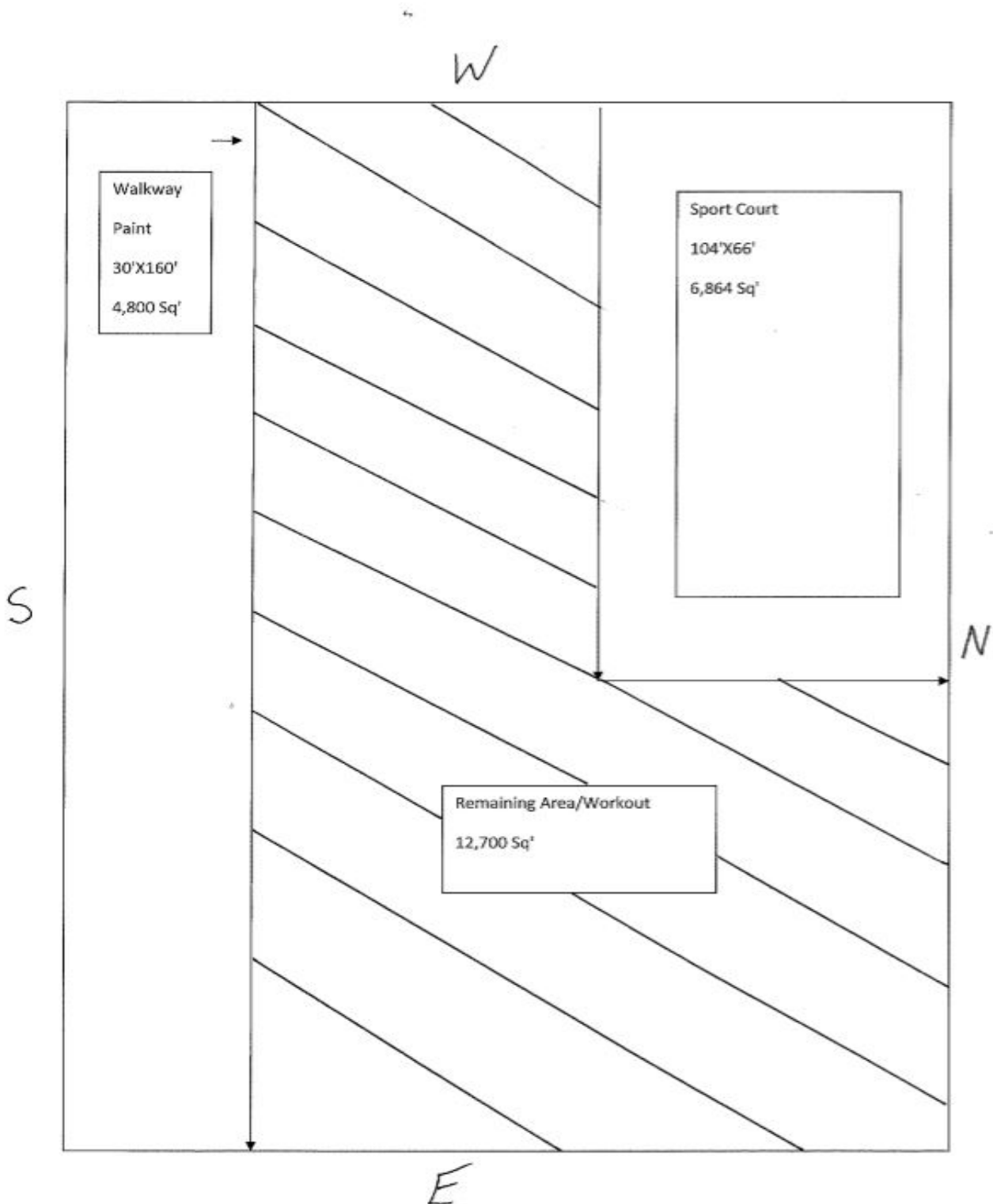




SPRINGDALE™
WE'RE MAKING IT HAPPEN

www.SpringdaleAR.gov

Proposed Area Layout: Striped Area consists of Rubber Flooring for Workout/Fitness



RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING FOR THE ADDITIONAL RENOVATION
AND IMPROVEMENTS TO THE RECREATION
CENTER**

WHEREAS, the Springdale Parks and Recreation Director has recommended some improvements to the recreation center, and

WHEREAS, quotes have be obtained from two contractors for the completion of these improvements, and

WHEREAS, these improvements need to be completed before the spring youth programs begin, therefore the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

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

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

Section 1. This Council finds that due to the specific needs of the Parks Department, it is not feasible or practical to use competitive bidding and competitive bidding on the completion of certain improvements to the recreation center are here by waived for an amount not to exceed \$134,000.

Section 2. There is hereby appropriated \$134,000 of funds from the General Fund Reserve for this project.

PASSED AND APPROVED this 22nd day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



MILESTONE
CONSTRUCTION COMPANY, LLC

Lump Sum Proposal / Agreement

Proposal For:

City of Springdale- Parks and Recreation

Attn: Chad Wolf

Project Information:

**Springdale Recreation Center
1906 Cambridge Street
Springdale, AR**

Milestone Construction is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Milestone. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Milestone shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

- 20 gauge metal stud framing
- Supply and install door and frame (Trim installed by owner)
- In-wall fire rated wood backing and fire rated in- wall backing
- R-11 & R-19 Unfaced insulation (in new walls)
- 5/8" Type X and 5/8" moisture resistant sheetrock
- Misc Sheetrock trim/ bead
- Walls to be finished to level 4 finish
- 15/16" Acoustical Ceiling tile grid 2' x 4' with Armstrong #1729 tile
- Submit scope of work letter to Springdale Fire Marshal Office.
- Install (13) chrome semi recessed fire sprinkler heads into new ceilings utilizing flex drops
- Install (2) brass upright fire sprinkler heads
- Utilize 1" black sch 40 piping
- Flex drops to grills
- 5 supply grills – 2 in conference room, 1 in storage room, 1 in each bathroom
- Supply is tied into existing spiral duct work, uses holes cut for supply air in spiral
- Transfer grill above door for return
- Transfer grills in conference room and storage rom
- Supply duct is wrapped snap lock pipe
- All HVAC grills and pipe attached to structure
- Supply and install three toilets, one urinal, and four sinks with faucets.
- Plumbing will be brought from restrooms on first floor.
- Water lines will be pex and drain in pvc.
- Hot water will be brought from hot water line below.



- Vents will be run to existing vent in wall on second floor
- Supply and install light fixtures to match existing.
- Supply and install receptacles per code.
- Fire alarm tie into existing.
- Toggle switch for lighting control
- Bring circuits from existing panels on lower level
- Supply and install Kawneer 450 center set in interior openings.
- Doors will be CRL heavy glass doors (pair)
- Hardware will be overhead closers, center pivots, 12" back-to-back pulls, 10" bottom rail, MS dead bolt lock in bottom of door.
- Finish will be class I clear anodized.
- Glass will be ½" clear tempered.
- Brake metal trim finish to match storefront
- Supply and install baked enamel toilet partitions.

Lump Sum _____ **\$112,461.00**

Option for painting _____ **\$4,968.00**

Option for flooring _____ **\$16,348.00**

EXCLUSIONS from the scope of work in this proposal are as follows:

- Excludes any item not specifically called out in the scope.
- Any item discovered during the course of work not specifically addressed, will be subject to additional charges.
- A clean clear work area must be provided for Milestone's craftsmen, Subcontractors, and the use of mobile equipment.

SCHEDULE for the above scope of work ("Work"), is based on Milestones Normal Working Hours and Workdays, and shall not exceed 30 workdays from the project start date. Unless otherwise agreed, Normal Working Hours and Workdays are defined as Monday through Friday, 7 a.m. – 3:30 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 5 workdays shall be required as lead time prior to the project start date. If Milestone is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Milestone; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.



PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Milestone with payments due in full no later than 30 day(s) from the invoice date.

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute the "Work". Milestone shall exercise the degree of care, skill, and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Milestone shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Milestones' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Milestone under this Agreement does not and shall not be construed to approve, represent, or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct, and complete; and Milestone is entitled to rely upon the adequacy, accuracy and completeness of such documents.

Payment: Owner agrees to pay Milestone for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed, and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE-NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE-NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance: Milestone shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.



Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Milestone may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: MILESTONE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third-party union-related dispute or activities on or near the Project, not directly involving Milestone or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Milestone's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Milestone. Neither Milestone's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Milestone to any such terms. Milestone will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Milestone excludes performance and payment bonds; rock excavation; asbestos or any other hazardous



material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after-hour work, shift work, weekend or holiday work.

EEO: Milestone complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law. **Additional Work:** Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement. **Confidential & Competitive Information:** Owner acknowledges that certain information provided to it by Milestone contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Milestone's research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Milestones, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Milestone and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Milestone because of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract. **Governing Law:** This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:

A handwritten signature in blue ink, appearing to read 'Lance Norsworthy', written over a horizontal line.

Lance Norsworthy

Milestone Construction Services

Accepted by Owner:

Signature/Title: _____

Acceptance Date: _____

Desired Project Start Date: _____



DATE: February 4, 2022

PROPOSAL SUBMITTED TO: City of Springdale Parks and Recreation

WORK PERFORMED AT: 1906 Cambridge Street Springdale, AR

Scope: All, supervision, labor, material, and equipment to: Build new classroom, two new gang bathrooms and storage rooms in the existing space.

- **Build new walls:**
 - Frame walls using 10'--3-5/8" steel studs
 - Insulate walls with R13 insulation
 - Install 5/8 drywall on both sides
- **Finish new walls:**
 - Tape, mud and float drywall on new walls
 - Prime new walls (no paint)
- **Install electrical**
 - 27 – LED 2x4 flat panel lay ins for offices and bathrooms
 - 18 – 4' LED cable hung strip lights in open area(similar to existing in other areas)
 - 2 – LED exit lights
 - 3 – LED emergency lights
 - Switching per design
 - Occ sensors in bathrooms
 - 17 – General use receptacles throughout space
 - 2 – GFI receptacles (one in each bathroom)
 - Reuse of existing electrical panels and breakers
 - 3 – Data back boxes with conduit stubbed above ceiling
 - 30A power feed for hot water heater
 - 2 – Power connections for exhaust fans
- **Fire alarm relocation as needed**
- **Fire sprinkler head relocation as needed**

Pick-It Construction, Inc.

10024 N Campbell Rd. Fayetteville, AR. 72701

Phone:479-973-5109 www.pickitconstruction.com

Fax:479-571-3672



- **HVAC**
 - Extend new supply and return duct into new space off existing systems.
- **Plumbing**
 - **Men's bathroom:**
 - 1-stool
 - 1-urinal
 - 2 wall hung sinks
 - Toilet partitions
 - Bath hardware
 - 1-toilet Paper holder
 - 1-Soap dispenser
 - 2-Framed mirror
 - **Women's Bathroom:**
 - 2-stools
 - 2- wall hung sinks
 - Toilet partitions
 - Bath hardware
 - 2-toilet paper holder
 - 1-soap dispenser
 - 2-framed mirror
- **2'x4' Grid ceiling with #1729 ceiling tile**
 - **Optional R19 insulation above ceiling \$1,410.00**

TOTAL \$124,849.00

Exclusions:

- All floorcoverings by others
- Painting by others
- Doors and trim by others
- All data and final connections by others boxes and conduit above ceiling only

Pick-It Construction, Inc.
10024 N Campbell Rd. Fayetteville, AR. 72701
Phone: 479-973-5109 www.pickitconstruction.com Fax: 479-571-3672



All pricing subject to change with material cost increases.

NOTE:

The pricing does not include any design pro drawings, health department approvals, or permits.

NOTE:

All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to changes due to accidents or delays beyond our control. We propose hereby to furnish labor-complete in accordance with above specifications, for the sum of: **\$124,849.00** with payment to be made as follows:

25% DUE WHEN MATERIALS DELIVER. PROGRESS INVOICES WILL BE SENT TWICE MONTHLY FOR WORK COMPLETED. FINAL INVOICE WILL BE SENT AT THE TIME WORK IS COMPLETED. PAYMENT IS DUE 15 DAYS FROM ISSUANCE OF INVOICE. (NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 8% INTEREST WILL BE ADDED)

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call. **(479) 973-5109**

NOTE: This proposal may be withdrawn if not accepted within 30 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **\$124,849.00** Payment will be made as outlined above.

I, _____, on behalf of City of Springdale wish to accept this proposal as specified above.

SIGNATURE:

DATE:

Pick-It Construction, Inc.
10024 N Campbell Rd. Fayetteville, AR. 72701
Phone: 479-973-5109 www.pickitconstruction.com Fax: 479-571-3672

RESOLUTION NO. _____

**A RESOLUTION SUPPORTING THE EXECUTION OF A
CONTRACT FOR WRECKER SERVICE FOR THE
SPRINGDALE POLICE DEPARTMENT**

WHEREAS, on July 25, 2017, the City Council of the City of Springdale, Arkansas, passed Resolution No. 62-17, which supported the decision of the Springdale Police Chief to execute a contract with NWA Towing to provide towing service when needed by the Springdale Police Department;

WHEREAS, the initial contract with NWA Towing, including all extensions, was for a total period of five (5) years;

WHEREAS, the Springdale Police Department has been pleased with the services provided by NWA Towing, and desires to renew the existing contract with NWA Towing for a new period of five (5) years;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Springdale City Council expresses their support of the Police Chief's decision to renew the existing contract with NWA Towing to provide towing service when needed by the Police Department.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Schedule of Fee's and Charges

Springdale Police Department

Impound	\$120	
Accident	\$120	
Rollback	\$165	
Cleanup	\$40	for every 20 minutes
Oil Dry	\$25	Per bag
Winch (\$1/foot)	\$65	minimum
On Scene Wait Time	\$60	After 60 minutes
Special Equipment	\$50	
(Dollies, Go-Jacks, Skates, Etc)		
Outside storage	\$40	Begins after 1 st 24 hours
Inside storage	\$60	Begins after 1 st 24 hours
Processing fee	\$45	(Add'l paperwork, letters, title, etc)
Theft recovery	\$120	
Crash wrap	\$25	per window
Tarp Fee	\$35	
Extra person	\$100	per extra person
Extra Truck	\$100	per extra truck
After hours Release	\$50	(within 2 hours)
Extra work	\$50	
(chainsaw, manual labor)		

CITY of SPRINGDALE

POLICE DEPARTMENT
201 SPRING ST
SPRINGDALE, AR 72764

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

The Springdale Police Department (hereinafter "Police") and NWA Towing & Recovery (hereinafter "Primary Towing and Storage Company") on this _____ day of _____, 2022 hereby agree as follows:

In consideration of the competitive selection of NWA Towing & Recovery to remain the Primary Towing and Storage Company for the Springdale Police Department, the Primary Towing and Storage Company's promise to abide by the terms of this agreement pledge to continuously provide prompt, safe, efficient, courteous, and reasonably priced towing and storage services, the Springdale Police Department promises to use NWA Towing & Recovery as its Primary Towing and Storage Company for police initiated tows. During extraordinary periods in which NWA Towing & Recovery cannot reasonably and promptly respond for all needed police initiated tows, the Springdale Police Chief or his designee may call any other qualified towing and storage company to remove inoperable vehicles from city streets. If no qualified towing and storage company can expeditiously provide towing services, the Springdale Police may call any licensed towing company. NWA Towing & Recovery, the Primary Towing and Storage Company, agrees as follows:

- 1. Agree to General Requirements** - The Primary Towing and Storage Company shall fully abide by the listed General Requirements set forth in this agreement.
- 2. Abide by Schedule of Towing and Storage Fees** - The Primary Towing and Storage Company and any additionally selected Towing and Storage Companies shall not charge any owner/driver/or insurance company of a police initiated towed vehicle more than the agreed Schedule of Towing and Storage Fees attached as Exhibit A to this agreement.

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

3 Comply with All Laws and Regulations - The Primary Towing and Storage

Company and any additionally selected Towing and Storage Companies shall faithfully comply with all state laws and city ordinances and the Arkansas Towing and Recovery Board regulations.

4 Standards of Performance - The Primary Towing and Storage Company shall meet or exceed the following standards of performance:

- a. Arrival within 20 minutes-** The tow truck shall arrive at the scene of the police initiated tow within 20 minutes of the call from the officer or the 911 Communications Center at least 90% of the time.
- b. Notification of Police** - If the Primary Towing and Storage Company does not have a manned tow truck available for immediate dispatch when called by the Police Department or 911, it must immediately so notify the Police Department which can then assign the said tow to another qualified or licensed towing company.
- c. Response Time** - As long as the Primary Towing and Storage Company arrives at the scene of the police initiated tow 90% of the time within the allotted 20 minutes, occasional late arrivals (not exceeding 30 minutes from time of call) shall not be a breach of this agreement. The Primary Towing and Storage Company shall notify the police officer who initiated the call for towing services (or central dispatch) prior to the expiration of the 20 minute period of time if the tow truck will not be able to arrive on time and give an accurate estimate of actual arrival time. The Springdale Police reserve the right to call another qualified towing company if the Primary Towing and Storage Company cannot or does not appear at the scene within twenty minutes of the call.

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

- d. Care of Vehicle** - The Primary Towing and Storage Company and any additionally selected Towing and Storage Companies shall be responsible for the reasonable care of the vehicle and shall be responsible for damage or loss to the vehicle and contents caused by the Towing Company's negligence or failure to exercise reasonable care of the vehicle. The Primary Towing and Storage Company shall exercise all reasonable efforts to protect the stored vehicle from vandalism and all possible loss while the vehicle is in the Company's possession and care. Any loss to contents listed on the inventory of contents, including theft or disappearance, shall be the towing and Storage Company's responsibility, and the towing and Storage Company shall replace or pay the replacement value of such loss.
- e. Insurance Requirements** - The Primary Towing and Storage Company and all qualified towing companies shall be required to maintain a minimum coverage of insurance as defined by the Arkansas Towing and Recovery Board, Arkansas Department of Highway and Transportation which shall not be less than all State, Federal, and local insurance requirements for towing services. The Primary Towing and Storage Company and any additionally selected Towing and Storage Companies must have in continuous effect liability insurance in sufficient amount to cover any claim against them resulting from property damage or injury to persons occurring while they are rendering service upon request of the Springdale Police Department. Copies of the Primary Towing and Storage Company's certificates of insurance shall be filed with the Springdale Police Department and kept current at all times. Such certificates shall specifically state that such insurers shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies. Certificates of Insurance shall name the City as an additional insured.

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

- f. Statement of Charges** - The primary and any other qualified towing company shall furnish to the owner or driver of the police initiated tow, the Schedule of Towing and Storage Fees agreed to by the City Police and the Primary Towing and Storage Company. Upon request or payment by the owner or insurance company, the primary and any other qualified towing company shall furnish an itemized statement of services performed, labor, and special equipment used in completing the tow of the vehicle and of the charges made therefore in conformance to the agreed upon Schedule of Towing and Storage Fees.
- g. Sign Showing Schedule of Towing and Storage Fees** - The Primary Towing and Storage Company shall post a large, conspicuous sign within its premises where customers pay their bills. This sign shall accurately and plainly depict the Schedule of Towing and Storage Fees for police initiated tows.
- h. Rates Must Conform to Schedule** - Rates may not exceed the Schedule of Towing and Storage Fees for police initiated tows. This Schedule shall remain in effect until changed by written agreement of both parties.
- i. Payment of Towing and Storage Fees** - The Primary Towing and Storage Company must accept cash or a valid bank credit card for payment of all fees. The towing company shall have sufficient monies at the storage facility to make change for cash transactions and shall provide accurate, written cash receipts.
- j. Tow Trucks** – All Primary Towing and Storage Company vehicles shall maintain and display all proper certificates of inspection, decals, licenses, insurance, etc. and shall have permanent lettering on both sides of the vehicle displaying the name, address and phone number of the towing company. Magnetic signs are not

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

sufficient. All tow trucks shall be equipped with sufficient tools and equipment in accordance with Arkansas state law to efficiently perform its service.

- k. Arrival at Scene of Tow** - Upon arrival at the accident scene, the tow truck operator will stand by and will not proceed to work on or remove any vehicle until directed to do so by a police officer and after supplying the driver/owner (if present and available) with the Schedule of Towing and Storage Fees. The tow truck operator shall conduct themselves in a professional manner at the scene and refrain from cursing or using threatening language.
- l. Clean Up of Road Surface** - It shall be the responsibility of the Primary Towing and Storage Company tow truck operator to remove or provide for the removal of all debris from the highway, road, street, intersection, etc. before leaving an accident scene in accordance with Arkansas state law. Clean up includes but is not limited to removal from the road and surrounding area and the proper disposal of all vehicle parts, glass, small amounts of vehicular fluids, and other debris which is attributable directly or indirectly to the cause for tow, but only after receiving authorization to do so by a Police Officer at the scene. Clean-up of debris or spills classified as hazardous materials by the U.S. Department of Transportation will not be a responsibility of the towing and storage company.
- m. Inventory of Stored Contents** - The tow truck operator shall be provided a written listing of the vehicle contents & any vehicle damage as prepared by the Police Officer at the scene when required by SPD Policy.
- n. Storage Facilities** - Storage facilities for the Primary Towing and Storage Company must be available and ready for the entire term of this agreement and any extensions thereto. The Primary Towing and Storage Company shall own its

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

storage facilities or shall have a written agreement granting clear irrevocable right the use of the facilities for the entire term of this agreement and any extensions thereto. Such written agreement shall be provided to the City within ten (10) days of a valid, signed agreement. Any vehicle entrusted to the towing company for storage shall not be operated by company personnel except to relocate the vehicle within the storage area.

- i. The Primary Towing & Storage Company shall have a business office and storage facility located within the City Limits of Springdale in order to provide a convenient location for all storage and transactions related to towing requests by the Springdale Police Department. The company shall also have a valid Springdale Business License.
- ii. The storage facility shall be in compliance with all state and local regulations, specifically Springdale City Code Chapter 130, Article 6, Section 3.3 "Use Unit 22", and Section 56-38 "Screening". Each qualified towing and storage company shall maintain a lighted and fenced storage area to prevent entrance by unauthorized persons and must hold itself responsible for any theft or vandalism to vehicles or other property in its care or control. The storage facility shall have sufficient lighting to evenly illuminate the entire lot in order to maintain security at all times. All gates to the storage facility must be secured by a padlock(s) or similar locking device at all times when work by authorized personnel is not being performed in the enclosure. Storage facilities located within the corporate limits of Springdale must be screened by a permanent opaque wood, masonry or framed metal screening wall so that it cannot be seen from an adjoining lot and all security lights must be full cut-off fixtures and

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

pointed downward to the ground in order to conform to the City's ordinances. The Primary Towing and Storage Company shall not share any storage areas with any other companies and/or individuals.

- o. Video Surveillance** - The storage facility shall be monitored by a video surveillance system in such a way as to monitor the entire facility from all comers, of each storage lot. The video system must be capable of 24 hour video recording using digital format. All recordings must be kept for 30 days before reuse or disposal. All recordings are subject to review and collection by the Springdale Police Department or other authorized police agency at any time.
- p. Evidence Lot** - The Primary Towing and Storage Company must have available for continuous storage use an area which is secure from entry by all unauthorized persons in which the vehicle stored for the purpose of preserving evidence may be held. The owner of a towing service shall provide to the Springdale Police Department a list of all employees who will have access to the storage facility and shall continue to update the list upon hiring or termination of any employees. Twenty-four (24) hour access to the storage facility must be made available to the Springdale Police Department for inspection, evidentiary process, and other investigative purposes as the need arises. The storage facility must be open on a 24 hour/7 day schedule. All normally stored vehicles must be available for release to the vehicle owner or agent within one hour of a request and full payment. Reasonable after hour's fees may be allowed pursuant to the Schedule of Towing and Storage Fees.
- q. Primary and Qualified Towing and Storage Company Drivers** - All operators shall obey all traffic regulations unless otherwise directed by a police officer. Each tow truck operator shall wear his or her name insignia attached in a

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

conspicuous place on his or her clothing. All approved drivers will be provided an identification card issued by the Springdale Police Department containing a current photograph, name and company for which the person is employed and any other information deemed necessary. This identification shall be carried at all times while performing duties for the Primary Towing and Storage Company and presented upon request by police department employees or other involved parties. A tow unit operator shall identify himself/herself by giving his/her full correct name to any patron of the towing operation upon request. Individuals that do not have identification issued by the Springdale Police Department shall not be allowed to operate under this agreement.

- r. Qualification of Employees** - All employees that work pursuant to this agreement, shall have all appropriate current licenses (including current valid Arkansas issued driver's license) for the work to be performed, and shall be of such background and moral character consistent with and appropriate for the duties and obligations hereunder, which include the handling, storage, safekeeping and return of property of significant value belonging to others. Any felony or a misdemeanor conviction occurring within the past three years may disqualify the applicant.
 - i.** The Primary Towing and Storage Company shall provide the names, Arkansas driver's license numbers, a background check from the Arkansas State Police (criminal background check), and background check from the Arkansas Department of Finance and Administration (driver history check) for all employees, and shall continue to update the list for all active employees upon hiring or termination, In addition, the tow company will notify the Springdale Police Department in the event that a tow truck

CITY of SPRINGDALE

POLICE DEPARTMENT
201 SPRING ST
SPRINGDALE, AR 72764

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

operator's driver's license had been suspended or revoked. If requested, the Primary Towing & Storage Company shall provide written authorization for the Springdale Police Department to conduct a further background investigation on any employee.

- s. **Termination of Agreement** - Both parties have the right to terminate this agreement upon sixty (60) days written notice to the other party.
- t. **Selection of Replacement Primary Towing and Storage Company** - If the Springdale Police Department or the Primary Towing and Storage Company terminate this agreement pursuant to paragraph 6, the Springdale Police Department may select a new Primary Towing and Storage Company if the qualified towing and storage company meets all requirements for and agrees to all terms and conditions of the agreement to be the Springdale Police Department's Primary Towing and Storage Company.
- u. **Agreement Time** - The ~~initial~~ term of this agreement shall be for a period of five (5) years.

CITY of SPRINGDALE

POLICE DEPARTMENT
201 SPRING ST
SPRINGDALE, AR 72764

AGREEMENT TO PROVIDE TOWING AND STORAGE SERVICE

WITNESS our hands this _____ day of _____, 2022

PRIMARY TOWING AND STORAGE CO.
NWA TOWING & RECOVERY

SPRINGDALE
POLICE DEPARTMENT

OWNER / OFFICER – PRINTED NAME
NWA Towing & Recovery

Police Chief

OWNER / OFFICER – SIGNATURE
NWA Towing & Recovery

FRANK GAMBLE - SIGNATURE
Police Chief

Attest: Company Secretary

Attest:

Printed Name and Title

Business Address

Denise Pearce, City Clerk

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE THE
ACQUISITION OF EMERGENCY MEDICAL
VEHICLES**

WHEREAS, the Springdale Fire Department has expressed the need for replacing some of the Emergency Medical vehicles, and

WHEREAS, the Fire Department has requested authorization to purchase a remount for and existing ambulance for a costs of \$222,113.00 , and to order a new ambulance with an expected delivery date in 2024 at a cost of \$294,112.00.

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

Section 1. The 2022 Fire Department budget is hereby amended to add \$222,113 of funds from the ambulance equipment replacement fund for the purchase of a remount.

Section 2. The Fire Chief is hereby authorized to order a new ambulance with an expected delivery in 2024 that will be paid for with funds to be included in the 2024 budget.

PASSED AND APPROVED this 8nd day of March, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Springdale Fire Department

February 25, 2022

Springdale Fire Department requests a FY2022 budget amendment in the amount of \$222,113.00 to purchase an ambulance remount (new chassis for existing ambulance box) through HGAC buy board. HGAC contract pricing, production number **5997**, and funded by our ambulance replacement account monies.

We also request authority to order a second (new) ambulance as soon as the manufacturer will allow this spring, with an anticipated purchase/delivery date in 2024. That years' budget will reflect this amount and will also be funded by ambulance replacement account monies.



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.



Ambulance Industry Update

(02/14/2022)

Overview

2021 was an extremely challenging year for everyone, especially those in the EMS industry. Higher call volumes, more workplace sickness/absences, and tighter budgets made the already-challenging occupation even more difficult. Unfortunately, another factor is contributing to the headaches – the ambulance manufacturing industry is struggling like never before. There are a few reasons for this:

Chassis Shortage

The microchip shortage and subsequent chassis shortage plagued the industry for most of 2021, and 2022 is poised to offer little, if any, improvement. This problem is not isolated to one manufacturer – all ambulance manufacturers are feeling the impact of this supply chain issue. Additionally, OEM chassis manufacturers are also struggling. If you've driven by your local Ford, Chevy, or Dodge dealer over the last year, you'll see this issue firsthand.

Chassis manufacturers are being forced to change pre-quoted pricing, reduce government incentives, and delay deliveries. While these price discrepancies are largely absorbed by your ambulance manufacturer and dealer, we cannot continue to build and sell ambulances at a loss long-term. Because of this, you've probably noticed that our quotes now include "Subject to Change" and "Price Fluctuating" disclaimers. Please know we hate this as much as you do, and we're looking forward to removing those disclaimers when supply and pricing become more predictable and stable.

Record Demand and Orders

While the manufacturing operations are struggling to fulfill current orders, the demand for new ambulances continues to grow at an incredible rate. This means the backlog and lead times grow longer by the day. We've communicated this information to our customers – if you're interested in purchasing a new ambulance sometime in the next 1-3 years, now is the right time to get started on the process.

New orders compound the issue of increasing lead times – demand continues to grow but supply stays the same. This issue is unlikely to be resolved anytime soon.



Sweeping Price Increases

Our manufacturers and equipment suppliers are being forced to increase their prices to cover unexpected costs. If you've been in the grocery store or looked at housing prices, you've seen just how much everything has increased over the past year. Inflation is at a 40-year high. The global supply chain is struggling to meet demand. Market forces are leading to record levels of uncertainty.

This is very difficult for us all to accept. Our customers are often pre-budgeting their ambulance purchases at a specific amount. More and more often, that amount is simply not at the necessary level. This is not any one person's fault – no one projected just how dire the situation would get. But there is good news:

A Splash of Positivity

Pinnacle, and our manufacturer-partners, are here to support you, every step of the way. Demers, Braun, and Crestline are all working tirelessly to address issues as they arise and making sure they're prepared when supply and production are able to stabilize. We're confident that they're doing the best they can given the circumstances.

Internally at Pinnacle, we're looking at additional ways to solve our customers' problems. Maybe a lower-than-necessary budget means holding off on purchasing for a year – our team can ensure your fleet remains in tip-top shape. We're increasing our preventative maintenance program as current ambulances are being pushed farther than anticipated.

Additionally, we're working on new programs and initiatives that can be performed locally at our headquarters in Centerton, Arkansas. More details and specific information will be released in the coming weeks. We're putting all of this together with one goal in mind: ensuring that our customers are given the best customer service possible, despite all the challenges our industry is facing.

We've been blessed to work with amazing customers and EMS professionals since our beginning in 2014. That's not ending anytime soon. The situation is challenging and may still get worse, but we're confident that together we will weather the storm.

If you need anything at all, don't hesitate to reach out to us! We're looking forward to continuing to fulfill your ambulance needs, even if it looks a little different.

Sincerely,

Braun Industries, Inc.
On-Demand Remount Order Form

Module Information

2013	Liberty I	No	Ram 4500
<i>Module Model Year</i>	<i>Module Model</i>	<i>Remounted Previously</i>	<i>Original Chassis</i>

Chassis Information

2022	Ford F450 169"wb Diesel		5997
<i>Chassis Year</i>	<i>Chassis Model</i>		<i>Production Number</i>

CUSTOMER NAME: City of Springdale (Fire Department)

QUOTE EXPIRE:

1/12/2022

BASE PACKAGE / CHASSIS TYPE (ENTER LINE # FROM OPTION CATALOG)

LINE#	Code #	Description	Price
6	01-LIB I	Liberty Type I	\$60,833

14	02-F450 16	Ford F450 169"wb 4x4 Diesel w/Aluminum Wheels	\$57,176
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CHASSIS CONVERSION

#	Code #	Description	Price

223	07-R1-0100	PREP CHASSIS TO RETURN TO CUSTOMER: Add mudflaps and taillights to chassis to meet DOT Regulations	\$322
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24	06-R1-0115	FLOOR CONSOLE, ALUMINUM ANGLED FRONT W/ REMOVABLE PLATES, NEW A center floor console manufactured out of aluminum and covered in a black onyx scratch resistant, multi-use polychromatic coating with a clear epoxy finish shall be installed in the cab	\$1,132
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Console to match #7923-24.

30	20-R8-0105	SUSPENSION - LIQUID SPRING, NEW Install Liquid Spring Suspension System on chassis	\$12,311
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81	30-R7-1009	TRANSFER POWER DOOR LOCKS - INSTALL NEW GRILLE SWITCH Transfer the existing Power Door Lock System, install a new grille switch in the standard location. Install a new door lock module(s) in the PDQ	\$214
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Braun Industries, Inc.
On-Demand Remount Order Form

MODULE CONVERSION

#	Code #	Description	Price
		MODULE UPGRADE, WHEEL WELL LOCATION The module wheel well locations and floor laterals shall be modified to accommodate the new style chassis.	\$4,404
		MODULE UPGRADE, FRONT WALL MODIFICATION The module front wall shall be modified to accommodate the new style chassis.	\$1,409
		EZ GLIDE DOOR ROLLER UPGRADE KIT: Install the EZ Glide Door Roller upgrade kit	\$1,171
57	30-R3-1742	HOWLER - SIREN & SPEAKER SYSTEM, TRANSFER Transfer the existing Whelen Howler siren & speaker system with new brackets	\$708
44	30-R1-0801	CAMERA REAR VIEW - HANSCOM IATS - NEW Install a camera system system for rear view, tied to M-tech display screen. Camera System - Hanscom #26957	\$637
		SUMMER/WINTER SWITCH, ENGINE BLOCK HEATER: Delete the Summer/Winter switch	\$0
		CAB CEILING WARNING LIGHT; Transfer the existing cab ceiling warning light	\$100
		ELECTRICAL COMPONENTS, TRANSFER: Transfer the following electrical components: Door open alarm, Radio tie-in point in console, Radio antenna bases, Inverter, Running board lights, Programming	\$100

Braun Industries, Inc.
On-Demand Remount Order Form

ELECTRICAL / LIGHTING

#	Code #	Description	Price
34	30-R1-0362	RECEPTACLE SHORELINE INLET, KUSSMAUL 20AMP AUTO-EJECT, NEW A Kussmaul super auto eject shoreline inlet receptacle with yellow cover shall be installed on the module exterior. The receptacle shall be equipped with an integral dynamic disconnect. The 125 VAC system shall have GFCI protection and shall be connected to the lighted 125 VAC patient compartment outlet(s). A mating connector shall be shipped loose with the completed ambulance.	\$398
		GRILLE AND INTERSECTION LIGHTS - NEW: Grill Lights - Install 4 Whelen 500 red LED lights with red lens and have them flash in an X pattern. Intersection Lights - Install Whelen M2 Red LED with Red Lense and Chrome Flanges on front fenders.	\$936
94	30-R7-1024	OPTICOM, TRANSFER Transfer the existing Opticom light assembly in the existing location. Confirm operation as needed prior to delivery. Opticom to be mounted in the same location as 7923-24.	\$215
97	30-R7-1030	LIGHT, ICC TECNIQ IPO PETERSON (FRONT, REAR, SIDE) (WITH MODULE PAINT) Install five (5) amber Tecniq LED (S330) clearance / ICC lights on the front of the module near the roof line. Install five (5) red TECNIQ LED (S330) clearance / ICC lights on the rear of the module near the roof line. Install two (2) Tecniq (S330) red mini LED marker lights: one (1) red on each side at the rear of the vehicle which will also flash with turn signal. Remove existing lights, weld existing holes closed.	\$335
		(10) FRONT WALL M7 WARNING LIGHTS CHANGED TO (8) M9: Front wall wall M7 warning lights to be removed and replaced with (8) M9 warning lights to match 7923-24.	\$3,622
		REAR WALL UPPER LIGHTS CHANGED TO MATCH 7923-24: Outer M7 Reds changed to M9. M7 Ambers changed to M6 Red, M7 Center Red changed to M6 Amber.	\$2,748
		DOOR PANEL, OSS#1: Replace the door panel in OSS 1	\$197

Braun Industries, Inc.
On-Demand Remount Order Form

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Braun Industries, Inc.
On-Demand Remount Order Form

MODULE EXTERIOR

#	Code #	Description	Price
98	40-R1-0020	MUD FLAPS, REAR - BLACK RUBBER, NEW New black rubber mud flaps with a minimum 1/4" thickness shall be bolted to the underside of the module behind the rear wheels. The width and length of the flaps shall provide adequate coverage of the rear dual wheels of the chassis.	\$198

104	40-R2-0201	FENDERETTES, NEW Polished aluminum fenderettes shall be installed around the rear wheel well openings.	\$517
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101	40-R1-0102	REAR STEP / BUMPER, NEW, FLIP-UP STYLE A new rear step bumper shall be installed below the module rear doors. This is to be a flip-up step. New rear step illumination lights shall be installed on the rear step bumper and checked for proper operation.	\$2,528
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102	40-R1-0111	KICKPLATE, REAR DOORWAY, NEW A new rear kick plate shall be installed at the rear exterior doorway, providing a kick / scuff plate at the rear of the vehicle above the rear step.	\$555
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105	40-R2-0305	RUB RAILS, NEW INCLUDES MOUNTING HARDWARE IPOE, NEW New rub rails, end caps and rub rail mounts shall be installed on the lower sides of the body below the outside compartment sill areas. The rub rails shall be offset from the body to facilitate wash down of road debris.	\$684
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118	40-R7-2006	HANDLES, EBERHARD INSTALL NEW (9 WITH INSIDE HANDLES) IPOE EBERHARD HANDLES (with module paint)- Install new Eberhard handles in place of existing Eberhard handles on all compartment and entry doors. Includes interior entry door handles.	\$941
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Braun Industries, Inc.
On-Demand Remount Order Form

		LICENSE PLATE LIGHT: Move the Licence plate mounting location down to the kick plate directly below where it currently is	\$100
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65	30-R4-3151	LIGHT, LICENSE PLATE - NEW WHELEN LED, NEW A new Whelen LED license plate light shall be install on the module rear in the existing location. #20205	\$185
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Braun Industries, Inc.
On-Demand Remount Order Form

MODULE INTERIOR / PATIENT COMPARTMENT

#	Code #	Description	Price
		SUCTION - REMOVE CURRENT, COVER RECESSED OPENING, RELOCATE TO ACTION AREA. Remove the recessed suction unit and fill the hole accordingly. Replace with a new wall mounted SSCOR unit in the action area below the oxygen outlets	\$1,312

186	50-R9-6004	FLOORING LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424, NEW The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424, and shall be installed similar to the existing flooring. The flooring material shall be stripped and waxed before delivery.	\$3,462
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Flooring to be Mica #421.

175	50-R7-1033	ASSIST HANDLES ON REAR DOORS, "V" BARS, INSTALL NEW Install two (2) 1-1/4" diameter stainless steel "V" handles, one (1) on each rear passage door, in place of existing.	\$227
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"V" bars to be antimicrobial YELLOW.

176	50-R7-1034	GRABRAILS, 96" & 64", INSTALL NEW Install two (2) 1-1/4" diameter stainless steel grab rails on the ceiling of the patient compartment. One (1) 64" rail shall be installed over the squad bench area and one (1) 96" rail shall be installed over the patient cot area for attendant/patient balance control. The 96" grab rail will be attached to the ceiling with three (3) mounting brackets that secure it to the super structure of the module	\$627
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Grab bars to be antimicrobial YELLOW.

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		MODULE SEATING UPDATE: Install EVS V4 style seat on the squad bench in two positions, CPR seat, and replace the attendant seat with a new one that has backpack style seat belts.	\$13,979
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Braun Industries, Inc.
On-Demand Remount Order Form

132	50-R1-0301	HEAT/AIR CONDITIONING SYSTEM, NEW SYSTEM A new 110/12V heater / air conditioner system w/ brushless blower motor shall be installed in the module, existing lines/hoses and fittings will be replaced or repaired as needed. A new HVAC filter shall be installed. Replace the Heat/A/C vents with the new round style, and replace the black A/C cover with new. Add access plate in floor of front cabinet to access AC unit from top.	\$7,414
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148	50-R7-1001	CONDENSOR, TOP MOUNT IPOE A condenser shall be installed on the front of the module. The condenser shall be top center mounted with aluminum mounting brackets. Condenser and brackets are to be painted to match the module	\$2,738
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Braun Industries, Inc.
On-Demand Remount Order Form

COATINGS / GRAPHICS

#	Code #	Description	Price
194	60-R4-0169	PAINT BOTTOM HALF OF CAB AND MODULE The bottom half of both the cab and module shall be painted in an alternate color. The balance of the cab and module shall be painted OEM white in color. The paint code shall be provided at the pre-construction meeting.	\$24,397

The paint code is 924894CT yellow. The door jambs opposite the hinge shall be painted yellow, so as not to see white paint with the doors closed. The balance of the cab and module shall be painted OEM white Ref. 7923

		GRAPHICS - NEW: Graphics are to be per unit number 7923	\$5,991
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217	60-R7-1007	ZOLATONE INTERIOR, REMOVING ALL CABINET DOORS, SHELVES, ITEMS ON WALLS, CUSHIONS All exposed side walls, the partition wall, the headliner, along with the cabinet and drawer fronts, aluminum doors, cabinet and drawer interiors shall be covered with a washable sprayed-on multi-use polychromatic coating. Specify color.	\$5,371
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Muti-spec the interior of the module in Marblestone, and fill all the holes in the walls before coating it

		COMPARTMENT COATING: Weld in a panel at the suction housing opening and recoat OSS#2	\$598
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		COT WHEEL PLATES: Install new cot wheel plates in existing locations on module floor	\$350
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		BARIATRIC RAMP/MOUNTING SYSTEM., TRANSFER: Transfer the existing Bariatric Ramp System in module	\$125
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Braun Industries, Inc.
On-Demand Remount Order Form

Braun Industries, Inc.
On-Demand Remount Order Form

ADDITIONAL OPTIONS

#	Code #	Description	Price
82	30-R7-1010	VISTA SCREEN, REPLACE ALL BUTTONS Install new Vista button rows, includes screen side buttons and home row buttons	\$288

MCC and ACP Screens

120	40-R7-2008	STEP, ZICO AT SIDE ENTRY DOOR - ADD (NO CURRENT TAPPING PLATE) A Zico heavy duty electric step shall be provided at the module curbside passage door. The step shall activate automatically into the open and stored position when the curbside door is open and closed. The step shall have mud flaps to the front and rear of the step.	\$2,788
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		NEW TECNIQ RED/WHITE LED LIGHT: Install a new red/white Tecniq LED light in action area.	\$120
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		NEW SHARPS/TRASH LID: Install a new lid for the sharps/trash opening with lid hinged on LEFT (not on rear.)	\$0
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Braun Industries, Inc.
On-Demand Remount Order Form

ADDITIONAL OPTIONS

#	Code #	Description	Price
		OEM CHASSIS INCENTIVE: QH050 CITY OF SPRINGDALE	(\$3,100)
		SHARPS REMOVAL FEE	\$500
		ADMIN FEE	\$250
		TRANSFER STRUCTURAL WARRANTY: No accidents reported thru CarFax	\$0
			(\$2,350)
		Pricing	\$222,113

Braun Industries, Inc.
On-Demand Remount Order Form

INTERIOR COLORS

****Complete this section if changing interior flooring, wall color, cabinet doors or upholstery**

Walls & Cabinet Face

☐		Wood Cabinets
☐	G111	Greystone Gloss (Obsolete - choose another selection)
☐	G383	Parchment Suede
☐	G241	Folkstone Gray Suede
☐	G208	Limestone Suede
☐	G655	Almond Suede
☐		Other - specified on order form

☒		Aluminum Cabinets - Multispec
☒	7371	Marble Stone
☐	7372	Camille White
☐	7373	Apollo Gray
☐	7375	Silver Gray
☐	7380	Desert Camo
☐		Other - specified on order form

Polycarbonate Color - Cabinet Doors

☐	Clear
☐	Bronze

Meganite Countertop

☐	9105	Night Stars - Black
☐	615	Platinum Granite - Light Gray
☐	701	Blanca Granite - White
☐	729	Rocky Road Granite - Ivory
☐	657	Lava Granite - Dark Gray
☐	9027	Indigo Granite - Dark Blue
☐	668	Saddlebrown Granite - Med Brown
☐	656	Sage Granite -Light Green
☐		Other - specified on order form

Vinyl Upholstery

☐	9206	Carbon - Dark Gray
☐	9214	Steel Blue
☐	9216	Cinnabar
☐	8615	Berry - Maroon
☐	8582	Imperial Blue
☐	8567	Dove - Light Gray
☐	8605	Charcoal - Dark Gray
☐	8571	Forest Green

Flooring Material

LonCoin II Flecks

☐	157	Moonstone
☐	151	Carnelian
☐	154	Sandstone
☐	150	Onyx
☐	152	Sapphire

Lonplate I

☐	172	Imperial Red
☐	161	Metallic Gray
☐	170	Pumice
☐	165	Sapphire

LonFleck TopSeal

☐	SX112	Magnetic Gray
☐	SX117	Hale Navy
☐	SX115	Sandstone
☐	SX111	Twilight Zone
☐		

Lonplate II

☐	419TX	Brick
☒	421	Mica
☐	411	Putty
☐	424	Gunmetal

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT FOR STREET AND
DRAINAGE IMPROVEMENTS TO NORTH 56th STREET**

WHEREAS, the City of Springdale is planning improvements to and extension of 56th Street from Elm Springs Rd. to County Line Rd., and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Olsson, Inc. as the most qualified firm; and

WHEREAS, a contract has been negotiated for design of this project for a fee not to exceed \$1,179,000 for basic services and reimbursable expenses, and

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

Section 1. Funds for this contract are hereby appropriated from the General Funds reserves.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Olsson Inc. for Street and Drainage Improvements to 56th Street and for the extension of the street.

Section 3. The Mayor is hereby authorized to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements for this project. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

PASSED AND APPROVED this 8th day of March, 2022

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**ATTACHMENT “D”
COMPENSATION**

**PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS**

**N. 56TH STREET RECONSTRUCTION
(Elm Springs Road to W. County Line Road)
AND
W. COUNTY LINE ROAD RECONSTRUCTION
(Shaw Family Park to N 56th Street)**

PROJECT NO. _____

- CITY shall pay ENGINEER for Basic Services and Reimbursable Expenses rendered an amount not exceeding **\$1,179,000**
- Basic Services: Payment by CITY shall be based on Services performed and expenses incurred during preceding billing period and shall be based on the ENGINEER’s Hourly Rate Schedule included as part of the Agreement and as revised on an annual basis. Under runs for one pay category or project phase may be used to offset overruns in another category or project phase as long as the “Amount Not Exceeding” shown above is not exceeded. Billing periods included on each statement will cover approximately one month of work. Statements will set forth the following: hours worked by each labor level, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided. Estimated fee by project phase is shown below

▪ Project Management	\$120,000
▪ Meetings	\$ 15,000
▪ Utility Coordination	\$ 23,800
▪ Survey and Base Maps	\$ 26,000
▪ Geotechnical Evaluation	\$ 3,100
▪ Conceptual Design Phase (10% and 30%)	\$249,800
▪ Preliminary Design Phase (60%)	\$242,600
▪ Right-of-Way and Easement Documents	\$ 36,100
▪ Final Design Phase (95% and 100%)	\$346,100
▪ Permitting (3 times)	\$ 22,000
▪ Bidding (3 times)	\$ 43,500
▪ Construction Related Services	\$ 23,100
▪ Adjustment for work in 2023	\$ 14,800

Total Design Related Services Fee	\$1,165,900
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- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$0
Utility Locates	\$1300
Survey Expenses	\$ 900
Geotechnical Expenses	\$8700
Other Expenses	\$2200
Subtotal, Reimbursable Expenses	\$13,100
Grand Total Not To Exceed	\$1,179,000

- Construction Phase: Limited Construction Phase Services are included in Attachment 'A', Section 16. Services beyond those identified therein are not included within the scope of this agreement. This agreement may be amended by mutual consent of both parties to include Construction Phase Services when Final Design has been completed and a construction contract time has been recommended by the ENGINEER.

SPRINGDALE CITY COUNCIL
FEBRUARY 22, 2022

The City Council of the City of Springdale met in regular session on Tuesday, February 22, 2022, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Ron Skelton	Assistant Fire Chief
Frank Gamble	Police Chief
Ron Findley	Community Engagement Director
Mike Chamlee	Buildings Director
Wyman Morgan	Director of Financial Servs.
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Engineering Director
James Smith	Public Works Director

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the February 8, 2022 City Council meeting be approved as presented. Council Member Lawson made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

SPRINGALE PUBLIC FACILITIES BOARD12/31/21 CASH BALANCE REPORT

Scott Edmondson, Director of Business Development with the Springdale Chamber of Commerce, presented Springdale Public Facilities Board cash balances as of December 31, 2021.

RESOLUTION NO.11-22 – MAKING REAPPOINTMENTS TO THE SHILOH MUSEUM BOARD OF TRUSTEES FOR THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution making reappointments to the Shiloh Museum Board of Trustees for the City of Springdale.

RESOLUTION NO. ____

A RESOLUTION MAKING REAPPOINTMENTS TO THE SHILOH MUSEUM BOARD OF TRUSTEES FOR THE CITY OF SPRINGDALE

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the reappointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby reappointed to the Shiloh Museum Board of Trustees with the terms indicated:

<u>Name</u>	<u>Term</u>
Anne Greene	1/1/22 to 12/31/2026
Nathan Shinn	1/1/22 to 12/31/2026
Leticia Cortez	1/1/22 to 12/31/2024
Jose' Echegoyen	1/1/22 to 12/31/2024
Delene McCoy	1/1/22 to 12/31/2024
Seth Rahmoeller	1/1/22 to 12/31/2024

PASSED AND APPROVED this ____ day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Powell moved the Resolution be adopted. Council Member Lawson made the second.

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Resolution was numbered 11-22.

RESOLUTION NO. 12-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CARLA BURG IN CONNECTION WITH 6630 E. WAGON WHEEL ROAD FOR A HORSE BARN WITH LIVING QUARTERS

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725

to Carla Burg in connection with 6630 E. Wagon Wheel Road for a horse barn with living quarters.

Council Member Harriman moved the Resolution be adopted with Option 1. Council Member Fougerousse made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CARLA BURG IN CONNECTION WITH 6630 E. WAGON WHEEL ROAD FOR A HORSE BARN WITH LIVING QUARTERS

WHEREAS, Ordinance #3047 provides for the waiver of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 6630 E. Wagon Wheel Road, for a horse barn for Carla Burg and the Planning Commission recommends approval of the waiver request.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby:

Option 1: Grants a waiver of street improvements to E. Wagon Wheel Road including drainage improvements related thereto, sidewalks in connection with 6630 E. Wagon Wheel Road a horse barn with living quarters for Carla Burg

PASSED AND APPROVED THIS ____ DAY OF FEBRUARY, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Flores, Harriman, Fougerousse

No: None

The Resolution was numbered 12-22.

RESOLUTION NO. 13-22 – EVIDENCING THE CITY'S INTENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF FACILITIES THAT WILL BE USEFUL IN SECURING OR DEVELOPING INDUSTRY NEAR THE CITY OF SPRINGDALE, ARKANSAS, TO BE LEASED TO TODAY'S POWER INC. PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW, AND FOR OTHER PURPOSES

Council Member Brian Powell presented a Resolution evidencing the city's intent to issue bonds for the purpose of assisting in the financing of facilities that will be useful in securing or developing industry near the City of Springdale, Arkansas, to be leased to Today's Power Inc. pursuant to the authority of the laws of the State of Arkansas, including particularly Amendment 65 to the Arkansas Constitution and the municipalities and counties industrial development revenue bond law, and for other purposes.

Today's Power Inc. proposes to develop, construct, own, operate and maintain a solar project that will benefit the Springdale School District. The facility will be located on a piece of property adjacent to Sonora Middle School near the City of Springdale. Under Arkansas Law, in order to obtain tax abatement, title to the property for the project must be in the City's name and the City has to issue Act 9 Industrial Development Bonds.

Jim Hathaway, Attorney with Kutak Law Firm, explained there is no obligation on the bonds that rest with the City of Springdale; they simply serve as a pass-through. The obligation to repay the bonds is solely with Today's Power. The bonds will be purchased and backed by an affiliate of Today's Power. By doing this, it allows the City and Today's Power to enter a payment in lieu of tax agreement pursuant to which Today's Power will agree to pay 35% of the taxes that the company would normally pay over the term of the transaction which is expected to be about 20 years. The City would become the owner of the asset and would lease the asset back to Today's Power.

RESOLUTION NO. ____

A RESOLUTION EVIDENCING THE CITY'S INTENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF FACILITIES THAT WILL BE USEFUL IN SECURING OR DEVELOPING INDUSTRY NEAR THE CITY OF SPRINGDALE, ARKANSAS, TO BE LEASED TO TODAY'S POWER, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities;

WHEREAS, Today's Power, Inc. or an affiliate thereof (the "Company") has evidenced its interest in financing the acquisition of land and/or leasehold rights, construction of infrastructure and improvements, and acquisition and installation of equipment related to a photovoltaic solar energy generation facility and a battery energy storage facility located near the City of Springdale (the "Solar-Storage Project") through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry near the City, and to aid in the financing thereof under the provisions of the Act.

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

Section 1. The City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Solar-Storage Project and to have the costs of the Solar-Storage Project financed from the proceeds of revenue bonds of the City (the “Bonds”) to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed \$10.2 million. The City confirms its intent to issue Bonds for the purposes stated in this Resolution.

Section 2. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 *et seq.*, the Solar-Storage Project may be exempt from ad valorem taxation. The City confirms its intent to enter into an Agreement for Payments in Lieu of Taxes (“PILOT Agreement”) with the Company, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. Based on the information available to the City and the Company as of the date of adoption of this Resolution, each intend that the PILOT Agreement will provide for an abatement of 65% percent of the ad valorem taxes that would otherwise be due with respect to the Solar-Storage Project. Further, the City and Company intend that the term of the PILOT Agreement will be for approximately 20 years.

The final form of and terms of the PILOT Agreement shall be considered for approval by the City Council after the holding of a public hearing and compliance with the statutory notice requirements of Ark. Code Ann. §§ 14-164-701 *et seq.* at or prior to the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

PASSED AND APPROVED this ____ day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Council Member Harriman moved the Resolution be adopted. Council Member Williams made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 13-22.

RESOLUTION NO. 14-22 – AUTHORIZING THE CITY OF SPRINGDALE
MEMBERSHIP IN THE MUNICIPAL ARTS ALLIANCE (MMA)

Planning Director Patsy Christie presented a Resolution authorizing the City of Springdale Membership in the Municipal Arts Alliance (MMA).

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING CITY OF SPRINGDALE
MEMBERSHIP IN THE MUNICIPAL ARTS ALLIANCE (MMA)**

WHEREAS, the development of arts and culture in Northwest Arkansas will be strengthened by a cohesive strategy and vision across the whole region.

WHEREAS, Creative Arkansas Community Hub & Exchange (CACHE) is a nonprofit organization established by the Northwest Council, committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community; and

WHEREAS, the City of Springdale has a track record of commitment to increase the quality of life for the residents and visitors through ongoing investment in the development of arts and culture; and

WHEREAS, since the City of Springdale and CACHE share a common goal to elevate arts and culture in a collaborative spirit through a Municipal Arts Alliance (MMA) Membership with the terms and conditions as set forth in the attached Municipal Arts Alliance Membership Agreement and made a part of this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that authorization is hereby given for the Mayor to enter into the Municipal Arts Alliance Membership Agreement with the Creative Arkansas Community Hub & Exchange (CACHE) with funds set aside in the Planning Department Budget.

PASSED AND APPROVED this ____ day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

(Agreement on File)

Council Member Flores moved the Resolution be adopted. Council Member Harriman made the second.

The vote:

Yes: Watson, Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 14-22.

RESOLUTION NO. 15-22 – AUTHORIZING THE ALLOCATION OF FUNDS FOR
THE LUTHER GEORGE PARK IMPROVEMENT PROJECT

Council Member Brian Powell presented a Resolution authorizing the allocation of funds for the Luther George Park Improvement Project. \$2,000,000.00 will be allocated from the unreserved general fund for the Luther George Park Improvement Project, with any funds thereby expended to be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE ALLOCATION OF FUNDS
FOR THE LUTHER GEORGE PARK IMPROVEMENT PROJECT.**

WHEREAS, on February 23, 2021, the City Council of the City of Springdale, Arkansas, adopted Resolution No. 26-21 designating the Luther George Park Improvement Project as the project for which a \$2,000,000.00 contribution from the Springdale Public Facilities Board is to be applied, said funds to be derived from the sale of Springdale Public Facilities Board owned property;

WHEREAS, the City Council of the City of Springdale wishes to proceed with the design and construction of the Luther George Park Improvement Project prior to receiving the \$2,000,000.00 contribution from the Springdale Public Facilities Board;

WHEREAS, expenditures up to \$2,000,000.00 made from the unreserved general fund for the Luther George Park Improvement Project shall be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that up to \$2,000,000.00 be allocated from the unreserved general fund for the Luther George Park Improvement Project, with any funds thereby expended to be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21.

PASSED AND APPROVED this ____ day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Harriman moved the Resolution be adopted. Council Member Flores made the second.

The vote:

Yes: Overton, Lawson, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Resolution was numbered 15-22.

RESOLUTION NO. 16-22 – AUTHORIZING THE SALE OF PROPERTY LOCATED
AT 5576 N. OAK STREET TO GUADALUPE MASONRY HOMES LLC

Council Member Brian Powell presented a Resolution authorizing the sale of property located at 5576 N. Oak Street to Guadalupe Masonry Homes LLC for the total sum of \$480,000.00, along with the agreement to dedicate right-of-way for future improvements to N. Oak Street.

This Resolution was tabled at the February 8, 2022 Council meeting for further discussion after Devin Cluff and Colton Miller were at that meeting and wanted the opportunity to make an offer on this property. The property was appraised at \$525,000.

Since that time, the committee met and recommended approval of the sale to Guadalupe Masonry Homes LLC for the total sum of \$480,000.00 with the dedication of right-of-way. There were no other offers made.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY LOCATED AT 5576 N. OAK STREET
TO GUADALUPE MASONRY HOMES, LLC.**

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

Part of the SW1/4 of the NE1/4 of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-wit: Commencing at the NE corner of said SW1/4 of the NE1/4, thence S2°34'40" W 233.50 feet to the Point of Beginning, thence S2°34'40" W 342.76 feet, thence N85°38'02" W 416.00 feet, thence S2°34'40" W 208.00 feet, thence N85°46'37" W 849.74 feet, thence along the East right-of-way of the Arkansas and Missouri Railroad N2°00'21" E 553.50 feet, thence S85°36'53" E 1271.34 feet to the Point of Beginning, containing 14.07 acres, as shown on a Plat of Survey by G.E. Buescher, Registered Professional Land Surveyor, State of Arkansas No. 1181, dated May 01, 2017. Subject to the right-of-way of North Oak Street along the East side of the property and subject to any other easements of record.

Benton County Tax Parcel No. Parcel No. 21-00103-077

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

WHEREAS, Guadalupe Masonry Homes, LLC, has made an offer to purchase the Property from the City for the sum of \$480,000.00, and has agreed to dedicate thirty (30) feet of right-of-way along the east boundary of the Property to the City of Springdale for future improvements to N. Oak Street;

WHEREAS, the amount offered by Guadalupe Masonry Homes, LLC, for the Property is reasonable;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to

effect the sale of the Property to Guadalupe Masonry Homes, LLC, for the total sum of \$480,000.00.

PASSED AND APPROVED this ____ day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Council Member Flores moved the Resolution be adopted. He would also like a policy for selling property developed. Council Member Harriman made the second.

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Watson

No: Lawson, Williams, Overton

The Resolution was numbered 16-22.

PROPOSED RESOLUTION TO WAIVE COMPETITIVE BIDDING FOR THE
ADDITIONAL RENOVATION AND IMPROVEMENTS TO THE RECREATION
CENTER

Council Member Lawson made the motion to table this Resolution until the next committee meeting. Council Member Overton made the second.

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

COMMITTEE MEETING DATES CHANGED

Council Member Harriman made the motion to hold the next committee meetings on Monday, February 28th, and Monday March 14th. Council Member Fougrousse made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Lawson, Flores

No: None

CITY COUNCIL MEETING DATE CHANGED

Due to Spring Break week being March 21-25, 2022, City Council decided to hold the second meeting in March on Tuesday, March 29, 2022.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:30 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer