

- **The next City Council Committee Meeting will be held on Monday, December 6th, 2023.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, November 28th, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Overton

1. Call to Order – Mayor Doug Sprouse

2. Roll Call –Denise Pearce, City Clerk/Treasurer

3. Recognition of a Quorum.

4. 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.

5. Approval of Minutes – **Tuesday, November 14th, 2023. Pgs. 79-92**

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **7A-7D, 8A, and 10** (Motion must be approved by two-thirds (2/3) of the council members).*

7. 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 (R23-47) certain lands from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) and declaring an emergency. Pgs. 1-4
- B. **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 (R23-48) certain lands from Agricultural District (A-1) to Neighborhood Commercial District (C-1) and declaring an emergency. Pgs. 5-7
- C. **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 (R23-51) certain lands from Agricultural District (A-1) to Medium High Density Multi-Family Residential District (MF-16) and declaring an emergency. Pgs. 8-10
- D. **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 (R23-53) certain lands from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. Pgs. 11-14
- E. **A Resolution** approving a waiver (W23-26) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Steve and Mary Upshaw, in connection with 2205 N 48th Street, a single family dwelling. Pgs. 15-16
8. Finance Committee by Chairwoman Amelia Williams – All Items forwarded from Committee with recommendation for approval.
- A. **An Ordinance** setting the salaries of the Elected Officials and Planning Commission Members of the City of Springdale, Arkansas; and repealing Ordinance No. 5783. Presented by Mayor Doug Sprouse. Pg. 17
- B. **A Resolution** approving the City of Springdale, Arkansas, budget for the year 2024. Presented by Mayor Doug Sprouse. Pg. 18
- C. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement with the City of Lowell, Arkansas, for overlay

improvements to Apple Blossom Avenue; and to waive competitive bidding. Presented by Colby Fulfer, Chief of Staff. **Pgs. 19-20**

D. **A Resolution** authorizing the grant of a Water/Sewer Easement to the Springdale Water and Sewer Commission across property owned by the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney, and Rick Pulvirenti, Springdale Water Utilities. **Pgs. 21-27**

E. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for Consultant Services with H3 Studio for an elaboration to the Downtown Master Plan – Southeast Development Master Plan and Downtown Parking Study. Presented by Patsy Christie, Planning Director. **Pgs. 28-45**

F. **A Resolution** authorizing the execution of a contract for a drainage project on Wilkinson Lane, Springdale, Washington County, Arkansas; to waive competitive bidding; and for other purposes. Presented by Ben Peters, Engineering Director. **Pgs. 46-48**

9. Police and Fire Committee by Chairman Brian Powell - **All Items forwarded from Committee with recommendation for approval.**

A. **A Resolution** accepting a Hiring Program Grant from Community Oriented Policing Services (COPS) for the Springdale Police Department. Presented by Frank Gamble, Police Chief. **Pgs. 49-68**

10. **A Resolution** setting a hearing date on a petition to abandon a portion of a utility easement in the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. **Pgs. 69-70**

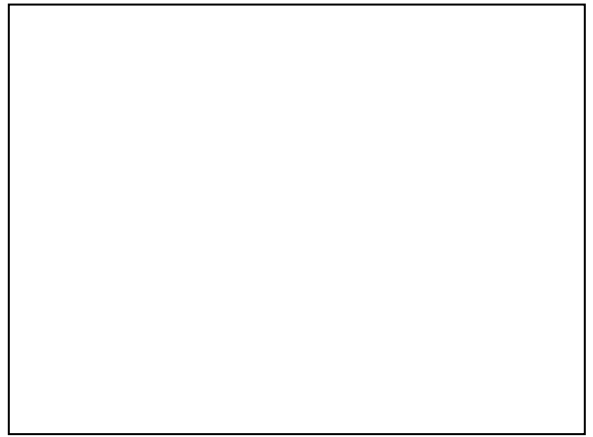
11. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. **Pgs. 71-78**

12. Comments from Council Members.

13. Comments from City Attorney.

14. Comments from Mayor

15. Adjournment.



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 (R23-47) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) 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, November 7, 2023 for hearing the matter of a petition of Robert & Sherry Squires that the following described tract of real estate to be zoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

Layman's Description: 2019 E. Robinson

Legal Description: THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER WHICH IS N87°32'39"W 164.92' FROM THE NORTHEAST CORNER THEREOF AND RUNNING THENCE S02°17'34"W 1315.03' TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE ALONG SAID SOUTH LINE N87°29'31"W 164.75', THENCE LEAVING SAID SOUTH LINE N02°17'08"E 1314.88' TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE ALONG SAID NORTH LINE S87°32'39"E 164.92' TO THE POINT OF BEGINNING, CONTAINING 4.98 ACRES, MORE OR LESS. SUBJECT THAT PORTION IN EAST ROBINSON AVENUE RIGHT-OF-WAY ON THE NORTH SIDE, SUBJECT TO THAT PORTION IN ORIOLE STREET RIGHT-OF-WAY ON THE EAST AND SOUTHEASTERLY SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AREA OF PROPOSED REZONING AND FUTURE LOT SPLIT:

A PART OF THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER WHICH IS N87°32'39"W 164.92' FROM THE NORTHEAST CORNER THEREOF AND RUNNING THENCE S02°17'34"W 340.10', THENCE N87°32'39"W 164.87', THENCE N02°17'08"E 340.10', THENCE S87°32'39"E 164.92' TO THE POINT OF BEGINNING, CONTAINING 1.29 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-47) from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) 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 Thoroughfare Commercial District (C-5)

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 _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

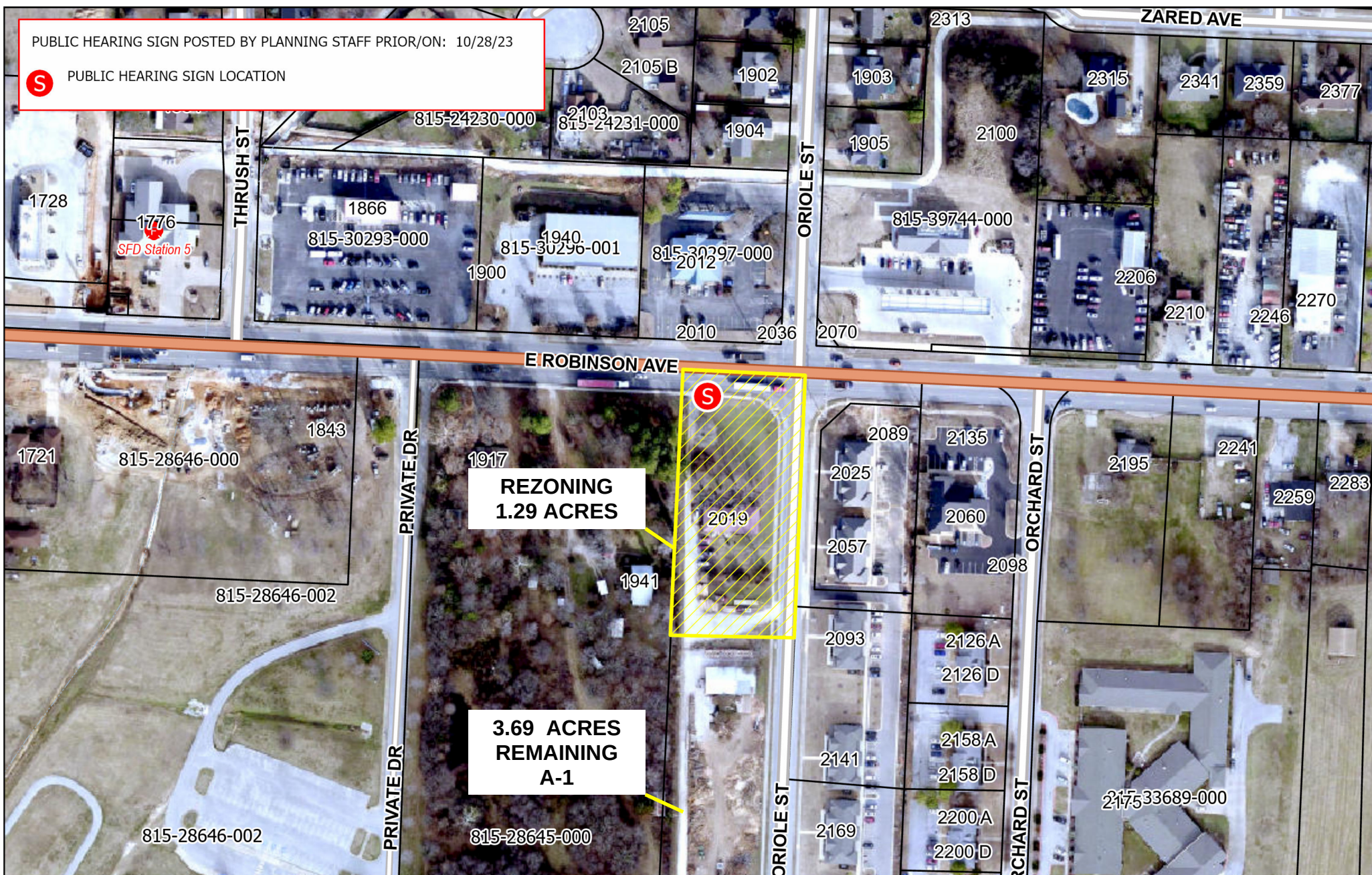
APPROVED AS TO FORM:

Ernest Cate, City Attorney

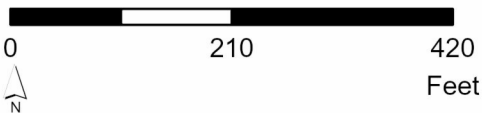
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 10/28/23



PUBLIC HEARING SIGN LOCATION



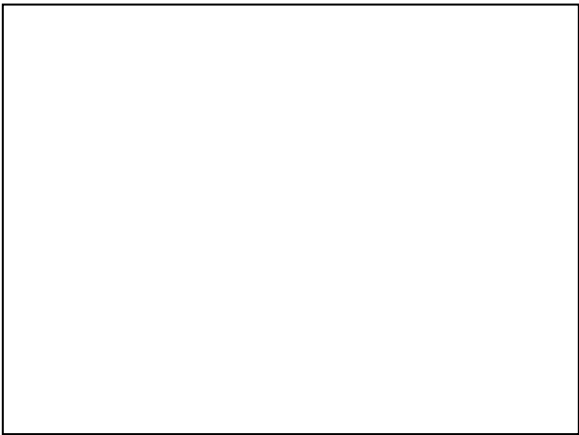
Planning Commission Meeting
November 7, 2023



PROJECT: R23-47
APPLICANT: Robert and Sherry Squires
LOCATION: 2019 E Robinson Ave
REQUEST: Rezoning from A-1 to C-5



SPRINGDALE
WE'RE MAKING HAPPEN



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 (R23-48) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO NEIGHBORHOOD COMMERCIAL DISTRICT (C-1) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of, November 7, 2023 for hearing the matter of a petition of Winford and Linda Phillips that the following described tract of real estate to be zoned from Agricultural District (A-1) to Neighborhood Commercial District (C-1).

Layman's Description: West Emma Avenue between North 40th & South Gutensohn Road

Legal Description: A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty- Four (34), Township Eighteen (18) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows, to wit: Beginning at a point which is S 89° 50' 18" West 396.0 feet and S 00° 10' 43" West 449.11 feet from the Northeast corner of said 40 acre tract, and running thence S 00° 10' 43" W 870.89 feet, thence S 89° 50' 12" West 647.26 feet, thence N 00° 31' 19" West along an existing fence 870.89 feet, thence N 89° 50' 18" East 657.91 feet to the point of beginning. Containing 13.05 acres, more or less. Subject to utility easements of record. And also, a 25 foot wide road access easement for ingress and egress more particularly described as follows, to wit: The East line of said easement described as beginning at the Northeast corner of herein described tract, and running thence N 00° 10' 43" West 449.11 feet to the centerline of Huntsville Avenue.

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 (R23-48) from Agricultural District (A-1) to Neighborhood Commercial District (C-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

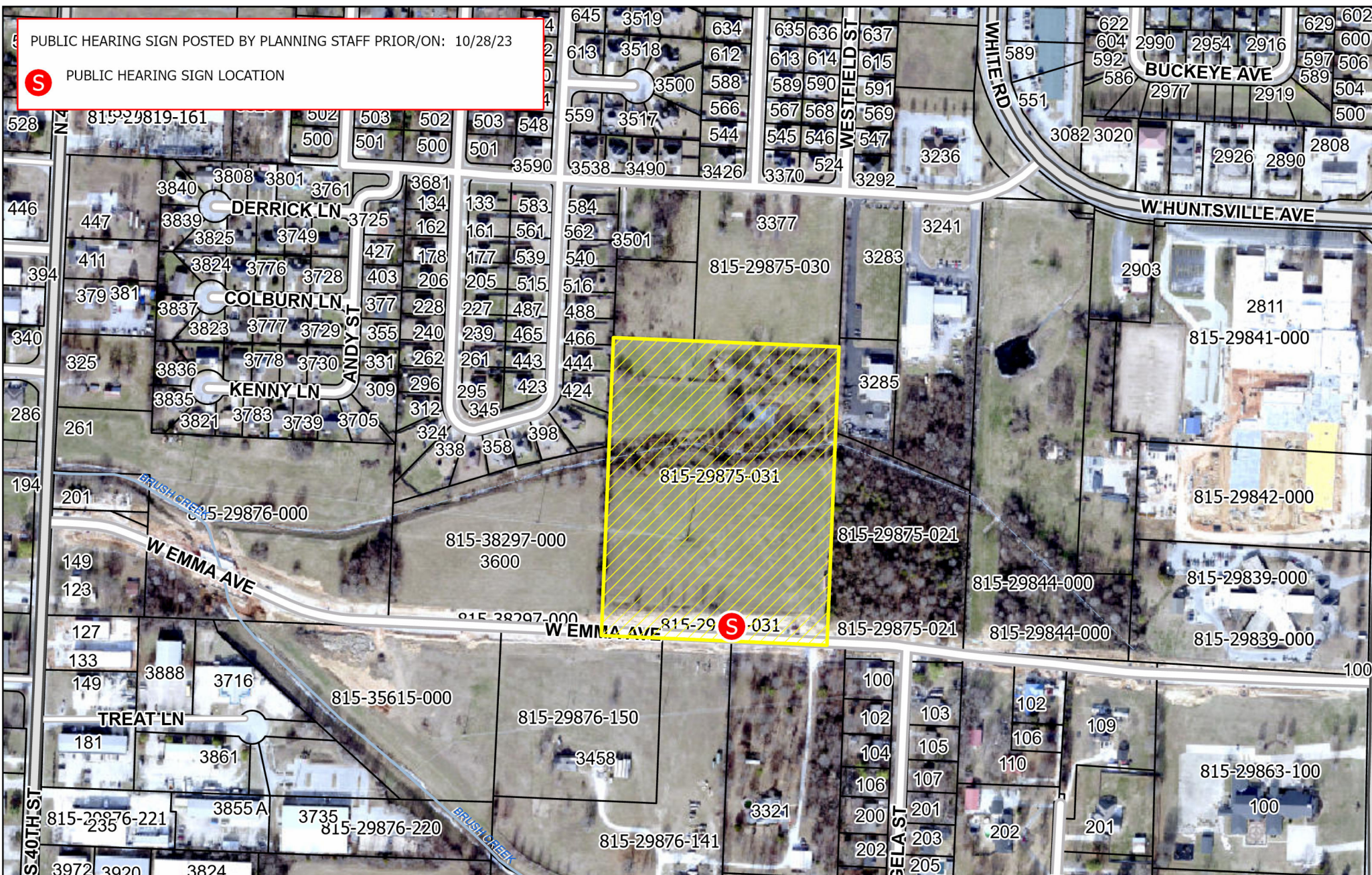
APPROVED AS TO FORM:

Ernest Cate, City Attorney

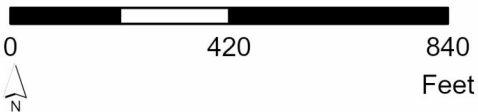
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 10/28/23



PUBLIC HEARING SIGN LOCATION



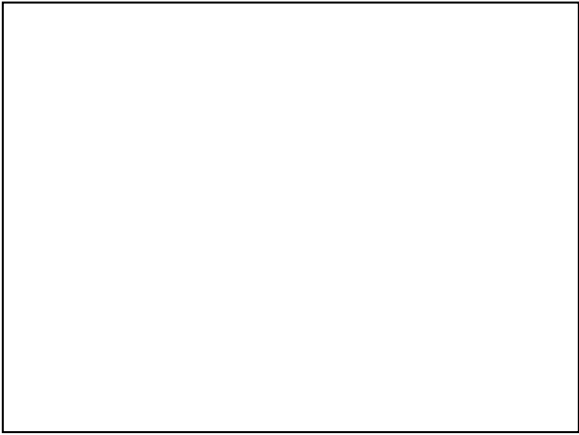
Planning Commission Meeting
November 7, 2023



PROJECT: R23-48
APPLICANT: Winford & Linda Phillips
LOCATION: Emma Ave, E of 40th St
REQUEST: Rezoning from A-1 to C-1



SPRINGDALE
WE'RE MAKING IT HAPPEN



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 (R23-51) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO MEDIUM-HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) 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 November 7, 2023 for hearing the matter of a petition of RMB Investments, LLC that the following described tract of real estate to be zoned from Agricultural District (A-1) to Medium High Density Multi-Family Residential District (MF-16).

Layman's Description: 4785 Don Tyson Parkway

Legal Description: PART OF THE EAST 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 29 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN WASHINGTON COUNTY, ARKANSAS DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND STATE MONUMENT FOR THE NORTHEAST CORNER OF SAID SECTION 16; THENCE N 86°53'45" W 2619.30 FEET TO A FOUND ALUMINUM MONUMENT FOR THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE S 02°15'31" W 258.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 02°15'31" W 237.82 FEET; THENCE N 87°56'05" W 49.32 FEET; THENCE S 56°40'54" W 747.93 FEET; THENCE ALONG A DEED FILED AS FILE NO. 2012-00036869 OF THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE, N 02°20'23" E 947.21 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16 FROM WHICH A SET 1/2" REBAR PIN BEARS N 02°20'23" E 69.72 FEET; THENCE ALONG SAID NORTH LINE, S 86°24'13" E 342.99 FEET; THENCE LEAVING SAID NORTH LINE, S 03°02'53" W 261.01 FEET; THENCE S 86°49'19" E 317.03 FEET TO THE POINT OF BEGINNING, CONTAINING 8.76 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-51) from Agricultural District (A-1) to Medium/High Density Multi-family Residential District (MF-16) 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 Medium/High Density Multi-Family Residential District (MF-16).

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 _____, 2023.

Doug Sprouse, Mayor

ATTEST:

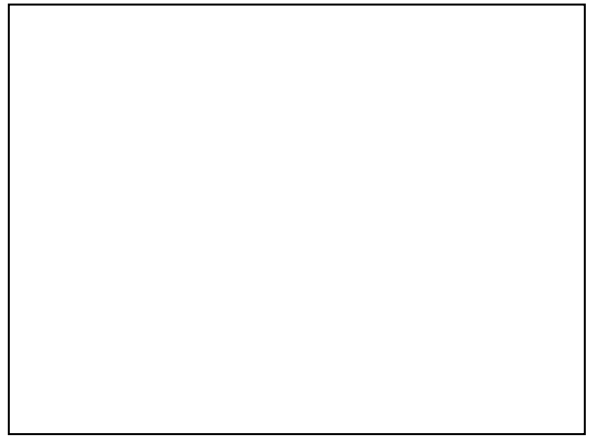
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



SPRINGDALE™
WE'RE MAKING IT HAPPEN



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 (R23-53) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of November 7, 2023 for hearing the matter of a petition of Marshal and Nancy Mitchell that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: 3830 and 3884 South Old Missouri Road

Legal Description: TRACT 1:

Part of the Fractional Northwest Quarter (NW1/4) of the Fractional Northwest Quarter (NW1/4) of Section Eighteen (18), in Township 17 North, of Range 29 West, Washington County, Arkansas, being more particularly described as follows: Beginning at a point which is N0°33'32"E 329.65 feet from the Southwest corner of said 40 acre tract, thence N0°33'32"E 327.86 feet, thence N89°59'17"E 352.08 feet to a found iron pin, thence S0°01'50"W 180.69 feet to a found iron pin, thence N89°58'35"E 275.90 feet to a found iron pin, thence North 180.86 feet to a found iron pin, thence N89°59'17"E 272.15 feet to the centerline of Highway Numbered 265, thence S2°57'20"W along said centerline 224.94 feet, thence leaving said centerline West 417.40 feet, thence South 103.86 feet, thence N89°56'35"W 467.84 feet to the point of beginning, containing 4.57 acres more or less. Subject to the Right of way of Highway No. 265. Subject to all other easements, right of ways, and restrictions of record, if any.

TRACT 2:

Part of the North Half (N1/2) of the South Half (S1/2) of the Fractional Northwest Quarter (Frl.NW1/4) of the Fractional Northwest Quarter (Frl.NW1/4) of Section Eighteen (18), Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, described as beginning at a point on the centerline of Old Missouri Road which is 882.5 feet East and 329.2 feet North of the Southwest corner of said Frl. NW1/4 of the Frl. NW1/4, thence North 104.4 feet, along said centerline, thence West 417.4 feet, thence South 104.4 feet, thence East 417.4 feet to the point of beginning, containing One (1) acres, more or less.

Subject to Protective Covenants and easements, if any.

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 (R23-53) from Agricultural District (A-1) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

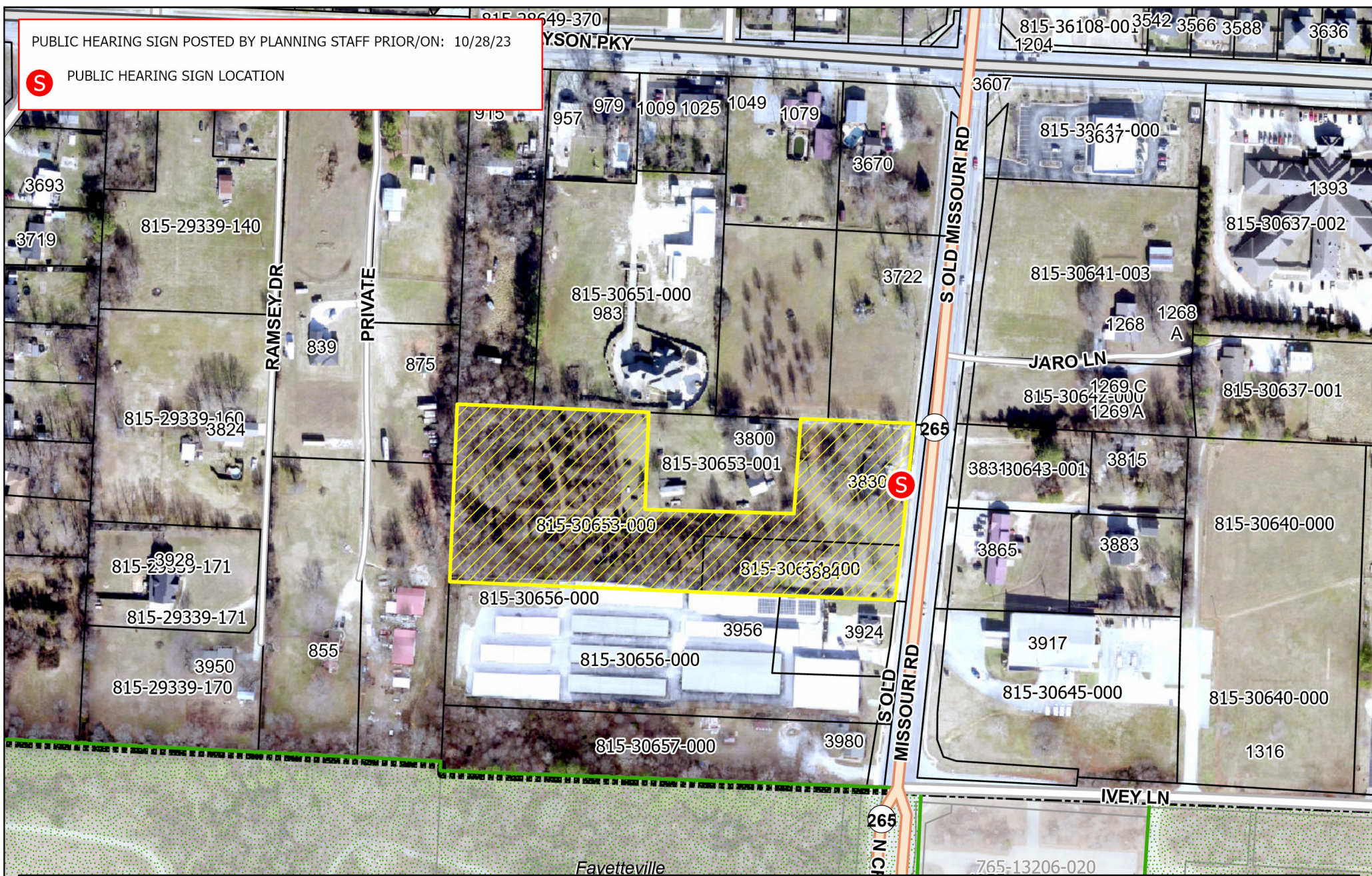
APPROVED AS TO FORM:

Ernest Cate, City Attorney

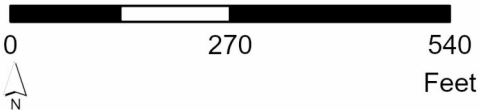
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 10/28/23



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
November 7, 2023



PROJECT: R23-53
APPLICANT: Marshal & Nancy Mitchell
LOCATION: 3830 & 3884 S Old Missouri Rd
REQUEST: Rezoning from A-1 to C-2



SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W23-26) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO STEVE AND MARY UPSHAW IN CONNECTION WITH 2205 N. 48TH STREET, A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver (W23-26) 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 (W23-26) of street improvements to 2205 N. 48th Street including drainage improvements related thereto, sidewalks in connection with 2205 N. 48th Street, a single family dwelling 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 2205 N. 48th Street including drainage improvements related thereto, sidewalks in connection with 2205 N. 48th Street, a single family dwelling.

Option 2: Denies a waiver of street improvements to 2205 N. 48th Street including drainage improvements related thereto, sidewalks in connection with 2205 N. 48th Street, a single family dwelling.

Option 3: Approves payment in lieu of improvements to 2205 N. 48th Street in connection with single family dwelling with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to 2205 N. 48th Street including drainage improvements related thereto, sidewalks to be built in connection with 2205 N. 48th Street, a single family dwelling.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



815-297-89-382

ORDINANCE NO. _____

AN ORDINANCE SETTING THE SALARIES OF THE ELECTED OFFICIALS AND PLANNING COMMISSION MEMBERS OF THE CITY OF SPRINGDALE, ARKANSAS; AND REPEALING ORDINANCE NO. 5783.

WHEREAS, the Arkansas Municipal League legal staff has recommended that salaries of elected officials be established by Ordinance; and

WHEREAS, the proposed 2024 budget of the City of Springdale, Arkansas, includes increases in compensation for elected officials.

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

Section 1: Effective January 1, 2024, the annual compensation for Springdale elected officials and Planning Commission members shall be as shown below:

City Council Members	\$	13,229.00
Planning Commission Members	\$	5,291.56
Mayor	\$	162,646.00
City Clerk/Treasurer	\$	113,944.00
City Attorney	\$	149,006.00

Section 2: Ordinance Number 5783 setting salaries for elected officials is hereby repealed effective January 1, 2024.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective January 1, 2024.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CITY OF
SPRINGDALE, ARKANSAS, BUDGET FOR THE YEAR
2024.**

WHEREAS, the Mayor of the City of Springdale, Arkansas, has presented a budget for the calendar year 2024 to the City Council for the City of Springdale, Arkansas, as required by Ark. Code Ann. §14-58-201; and

WHEERAS, the Mayor’s proposed budget includes salary increases for City employees;

WHEREAS, the Finance Committee of the Springdale City Council held budget work sessions to review, study, discuss, and adjust the 2024 budget proposed by the Mayor and has requested this resolution be placed on the City Council agenda;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2024 Mayor’s budget, the salary increases included therein, the changes in authorized positions included therein, and any changes made by the Finance Committee, are hereby passed and approved with the compensation increases to be effective January 1, 2024.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF LOWELL, ARKANSAS, FOR OVERLAY IMPROVEMENTS TO APPLE BLOSSOM AVENUE; AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, Apple Blossom Avenue is a major collector street, and is a main east-west traffic corridor which is bounded generally by the City of Lowell on the north and the City of Springdale on the south;

WHEREAS, the City of Lowell is planning an overlay project for a portion of Apple Blossom Avenue;

WHEREAS, the City of Lowell has selected Grant Garrett Excavating, Inc., to perform the Apple Blossom Avenue overlay project in the amount of \$273,233.83;

WHEREAS, given the mutual benefit derived from the project, it is the desire of the City of Springdale and Lowell to enter into an Agreement, whereby Lowell will undertake the overlay project, and Springdale will reimburse Lowell for one-half of the costs associated with the overlay project.

WHEREAS, Ark. Code Ann. §14-58-303 states that “[t]he 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 OF THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the Mayor and City Clerk are hereby authorized to execute an Agreement with the City of Lowell, Arkansas, whereby the City of Springdale will reimbursement the City of Lowell for one-half of the project costs associated with the Apple Blossom Avenue overlay project.

Section 2: Due to the costs related to such improvements being made by the City of Lowell, and other exceptional circumstances involved, competitive bidding is not feasible or practical and is hereby waived for the improvements to Apple Blossom Avenue as set forth in the Agreement, and that payment for costs associated with the Apple Blossom Avenue overlay project be paid from the Street Fund, in an amount not to exceed \$136,616.92.

PASSED AND APPROVED this 28th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



To:	City Of Lowell	Contact:	Jimmy Hendrix
Address:	214 North Lincoln Lowell, AR 72745	Phone:	(479) 770-0166
		Fax:	(479) 770-2106
Project Name:	Apple Blossom Road	Bid Number:	
Project Location:	Apple Blossom Road, Lowell, AR	Bid Date:	11/1/2023

Item #	Item Description	Estimated Quantity	Unit
01	Mobilization. One Each For Milling Crew And Asphalt Crew.	2.00	EACH
02	2" ACHM Milling At Joint Ends And 2" Type Overlay.	12,635.00	SY
03	Flagging	1.00	LS
04	Paint Striping	1.00	LS

Total Bid Price: \$273,233.83

Notes:

- "
- BID DOES NOT INCLUDE: Testing, Permits, Paint Striping, Signage, Saw Cutting, Traffic Control, Performance & Payment Bond, Maintenance Bond or Letter of Credit, Fine Grading of existing Material
- 1. This proposal is valid for 48 hours only without a signed copy of this proposal.
- 2. The dirt subgrade must be within +/- a .10 tenth of plan subgrade. That is .05 low to .05 high.
- 3. All Utility crossings in pavement areas to be backfilled completely with class 7 base and compacted to 95% compaction.
- 4. This proposal was made from a plan prepared by field measurements.
- 5. The Owner and or General Contractor to provide the electronic file with the control file and all four corners of the project staked with elevations.
- 6. Due to the volatility in the asphalt market, prices are subject to renegotiation at time of placement, i.e. the installation & production of the unit prices quoted will increase/decrease based on price date of shipment & availability of performance grade asphalt (Oil):
- 7. One year warranty covers all structural issues that are the result of inferior material or workmanship by Garrett Excavation. Warranty explicitly doesn't cover aesthetic issues associated with the asphalt's appearance (including but not limited to fading, coloration differences, and texture).
- 8. The asphalt in this proposal is made with an approved Arkansas State Highway Marshall Mix design.
- 9. GGE is not to be held responsible for any ponding when the slopes are 2% or less.
- 10. Garrett Excavation is not responsible for any material shortage, delivery, delay, or labor shortages that increase price. Garrett Excavation shall notify Contractor in writing the increases resulting from such shortages or delays and Garrett Excavation shall be compensated for the increased cost.
- 11. We can accept a contract for asphalt without base or curb work, but not base / curb without asphalt.
- 12. All testing including straight edge of asphalt is to be done within 24 hours of final asphalt installation"

Payment Terms:

Payment Due Upon Receipt

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Grant Garrett Excavating, Inc. Authorized Signature: _____ Estimator: TBiletsky
--	--

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF A
WATER/SEWER EASEMENT TO THE SPRINGDALE
WATER AND SEWER COMMISSION ACROSS
PROPERTY OWNED BY THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property located on Electric Avenue, being Lot 164, Spring Creek Estates, Phase 2A, City of Springdale, Washington County, Arkansas, and also known as Parcel No. 815-36943-000, Washington County, Arkansas ("the Property");

WHEREAS, the Springdale Water and Sewer Commission is in need of a water/sewer easements across the Property for water/sewer improvements, as shown on the map attached to Exhibit "A";

WHEREAS, the water/sewer easement is necessary for the construction and improvement of water/sewer facilities to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "A") when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a water/sewer easement across the Property to the Springdale Water and Sewer Commission.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

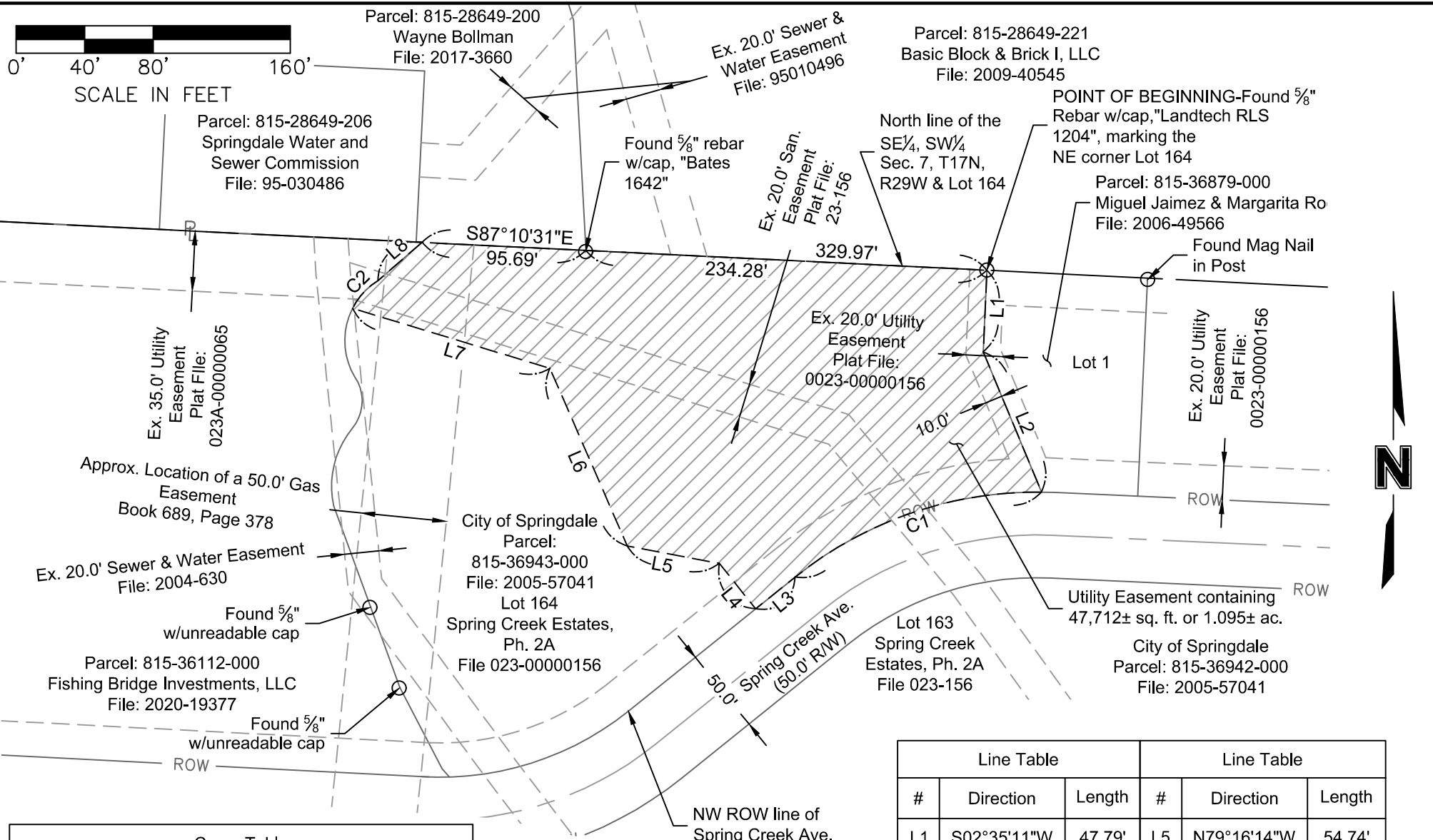
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

DWG: F:\2023\02501-03000\023-02934\40-Design\Survey\SRVY\Sheets\ESM_02302934-Utility.dwg
DATE: Oct 31, 2023 12:58pm XREFS: V XBNDRY 02302934 V XTOPO 02302934 USER: dchance



Curve Table				
#	Radius	Length	Chord Bearing	Chord Length
C1	225.00'	155.24'	S70°57'54"W	152.18'
C2	41.49'	22.19'	N42°22'25"E	21.92'

This sketch is not a boundary survey. It is intended to show the configuration of a proposed utility easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

Line Table			Line Table		
#	Direction	Length	#	Direction	Length
L1	S02°35'11"W	47.79'	L5	N79°16'14"W	54.74'
L2	S22°37'40"E	88.58'	L6	N23°29'33"W	113.02'
L3	S51°11'55"W	29.59'	L7	N73°04'12"W	120.42'
L4	N38°31'38"W	33.93'	L8	N49°11'54"E	34.11'

PROJECT NO:	023-02934
DRAWN BY:	DRC
DATE:	10.31.23

EASEMENT DRAWING
PARCEL NO. 815-36943-000
City of Springdale, a municipal corporation



302 East Millsap Road
Fayetteville, AR 72703
TEL 479.443.3404

EXHIBIT

A

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned **City of Springdale, a municipal corporation**, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by the **Springdale Water and Sewer Commission, Springdale, Arkansas**, does hereby grant, bargain and sell unto the said **Springdale Water and Sewer Commission, Springdale, Arkansas**, and unto its successors and assigns, an easement for a water transmission line(s), and/or sewer collection or force main line(s), over, under or across the hereinafter described land in **Washington County, Arkansas**, to-wit:

PROPERTY DESCRIPTION

All of Lots 163 and 164 of Spring Creek Estates Phase 2A to the City of Springdale, Arkansas, as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. Subject to easements, rights-of-way, and protective covenants of record, if any.

As described in File Number 2005-00057041 of the records of the Circuit Clerk and Ex-Officio Recorder, Washington County, Arkansas.

PERMANENT UTILITY EASEMENT DESCRIPTION

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 7, Township 17 North, Range 29 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

BEGINNING at a found 5/8" rebar with cap, "Landtech RLS 1204", marking the Northeast corner of Lot 164 of Spring Creek Estates Phase 2A, a final plat duly recorded in the of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, as File 023-00000156, said point being in the North line of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 7, Township 17 North, Range 29 West, City of Springdale, Washington County, Arkansas; thence departing said North line S02°35'11"W along the East line of said Lot 164, a distance of 47.79 feet; thence continuing along said East line S22°37'40"E, a distance of 88.58 feet to the Northwest Right-of-Way line of Spring Creek Avenue, as now established; thence departing said East line, along said Northwest Right-of-Way line, along a non-tangent curve to the left having a Radius of 225.00 feet and a Chord that bears S70°57'54"W, an arc distance of 155.24 feet; thence continuing along said Northwest Right-of-Way line S51°11'55"W, a distance of 29.59 feet; thence departing said Northwest Right-of-Way line N38°31'38"W, a distance of 33.93 feet; thence N79°16'14"W, a distance of 54.74 feet; thence N23°29'33"W, a distance of 113.02 feet; thence N73°04'12"W, a distance of 120.42 feet to the West line of said Lot 164; thence along said West line, along a non-tangent curve to the right having a Radius of

41.49 feet and a Chord that bears N42°22'25"E, an arc distance of 22.19 feet; thence continuing along said West line N49°11'54"E, a distance of 34.11 feet to the North line of said Quarter Quarter and said Lot 164; thence departing said West line S87°10'31"E along said North line, passing over a found 5/8" rebar with cap, "Bates 1642" measured 95.69 feet from the origin of the herein course, a distance of 329.97 feet to the POINT OF BEGINNING, containing 47,712 square feet or 1.095 acres, more or less.

Together with the right of ingress and egress across adjacent lands for the purpose of laying, repairing, inspecting, maintaining, removing, or replacing, said water transmission line(s), and/or sewer collection or force main line(s), and the right of exercising all other rights necessary to carry out the purposes for which this Easement is created.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said right-of-way is finally abandoned.

And Grantor(s) agree(s) to warrant and forever defend all and singular the above described easement and rights unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or seek to claim the same or any part thereof.

This Easement is declared to and does inure to the benefit of the public generally, and shall be binding upon the successors in title to the lands herein described or any other part thereof, their mortgagees, lessees, heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, the hand(s) and seal(s) of Grantor is/are hereunto set, this the _____ day of _____, 2023.

City of Springdale, a municipal corporation

By: _____

(Printed Name / Title)

ACKNOWLEDGMENT

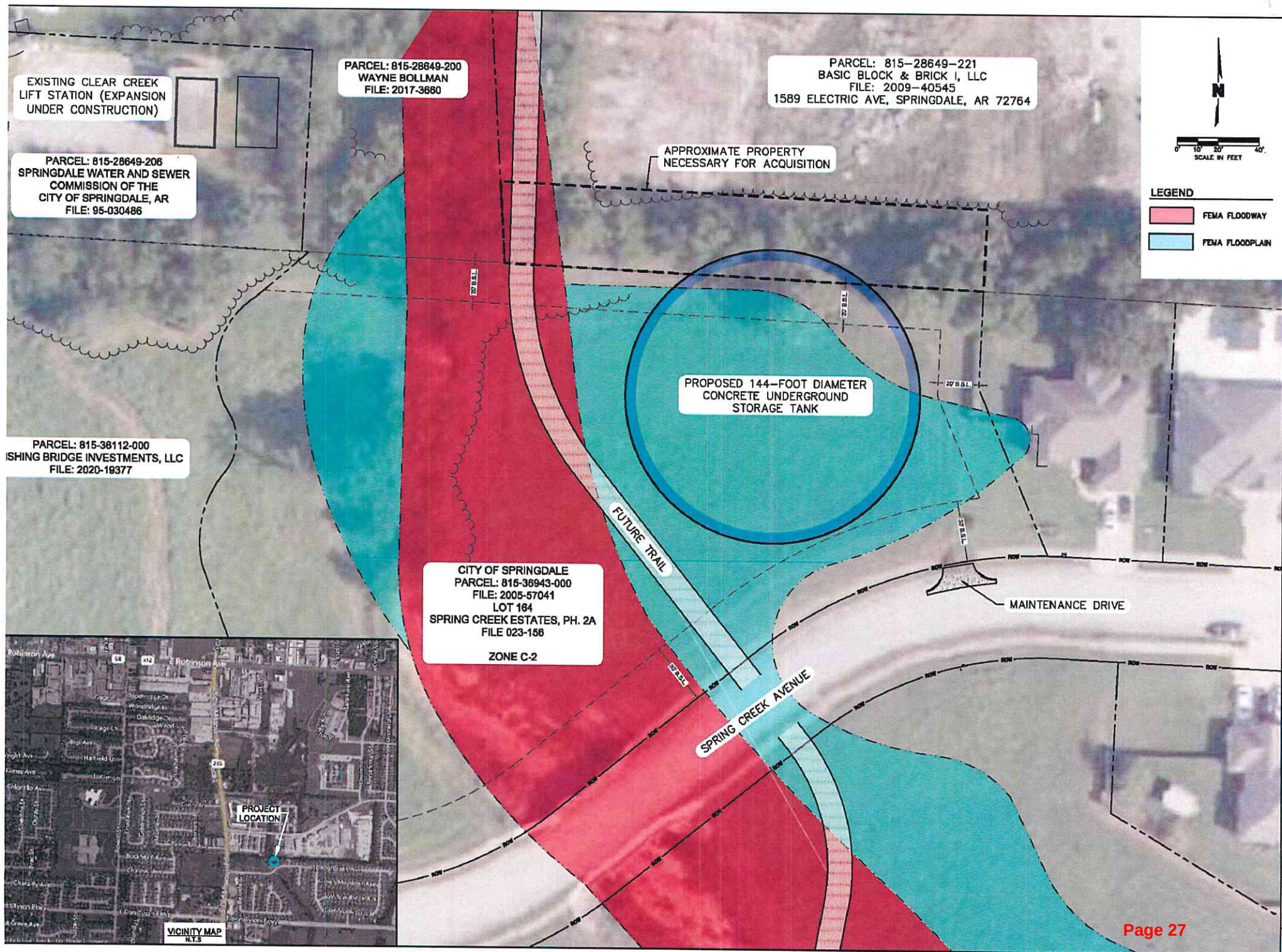
STATE OF ARKANSAS }
 }SS
COUNTY OF WASHINGTON }

On this the _____ day of _____, 2023, before me, _____, the undersigned Notary Public, personally appeared _____ known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, who acknowledged himself/herself/themselves to be the _____ of _____ a _____ and that he/she/they, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____



RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT FOR CONSULTANT SERVICES WITH H3
STUDIO FOR AN ELABORATION TO THE DOWNTOWN MASTER
PLAN -SOUTHEAST DEVELOPMENT MASTER PLAN AND
DOWNTOWN PARKING STUDY**

WHEREAS, in December 2022, the updated Downtown Springdale Master Plan was adopted to serve as the City's official guide for future development of the downtown area; and

WHEREAS, the updated Plan highlighted the implementation of the plan that had occurred and to build on the strength of those enhanced assets with the goal to continue planning for a complete community that is vibrant, sustainable, built on social capital with equitable opportunities for all citizens while leveraging public investment to attract developers and clear the path for additional private investments; and

WHEREAS, the Southeast Downtown Development Master Plan and Downtown Parking Study is an elaboration of the 2022 Downtown Springdale Master Plan Update and will provide more detailed guidance to the City of Springdale as well as individual property owners and stakeholders to direct and facilitate both public and private investment in Downtown; and

WHEREAS, H3 Studio, Inc, with their outstanding past performance, historical knowledge and perspective on downtown Springdale has been selected to continue their work with the Southeast Downtown Development Master Plan and Downtown Parking Study.

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

The Mayor and City Clerk are hereby authorized to enter into an agreement, a copy of which is attached and made a part of this resolution as if set forth word or word, with H3 Studio for the Southeast Downtown Development Master Plan and Downtown Parking Study in an amount not to exceed \$150,000 to be paid from the Unrestricted General Fund.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

N:Planning/Patsy/Downtown Master Planning Program/Resolution Authorizing Contract- -H3 Studio

PROFESSIONAL SERVICES AGREEMENT

for a

**Southeast Downtown Development Master &
Downtown Parking Study**

for

THE CITY OF SPRINGDALE, ARKANSAS

November 3, 2023

**H3 Studio, Inc.
4395 Laclede Avenue
St. Louis, MO 63108**

PROFESSIONAL SERVICES AGREEMENT

between the

THE CITY OF SPRINGDALE, ARKANSAS

and

H3 STUDIO, INC.

This PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made this _____ day of _____, 2021, by and between the CITY OF SPRINGDALE, ARKANSAS, a Municipal Corporation (“Client”) and H3 STUDIO INC., a Missouri Corporation, (Federal ID No. 43-1864805) (“H3 Studio” and/or “Consultant”; together the “parties”).

As provided in this Contract on behalf of the City of Springdale, Arkansas, H3 Studio Inc. will provide professional services necessary for the creation of a SOUTHEAST DOWNTOWN DEVELOPMENT MASTER AND DOWNTOWN PARKING STUDY (‘the Project’).

The Client and Consultant, for mutual consideration, the sufficiency of which is acknowledged, and under the terms and conditions hereinafter set forth, do agree as follows:

SECTION 1. SCOPE OF SERVICES TO BE PERFORMED

Upon request of the Client, the Consultant agrees to provide professional planning and other services required to develop a Southeast Downtown Development Master and Downtown Parking Study for the City of Springdale, AR. The services provided by the Consultant under this contract shall consist of only those matters detailed in this contract or requested in writing by and through Patsy Christie, Director of Planning & Community Development, acting on behalf of the Client as the Client's Representative.

H3 Studio Inc. will provide the “Basic Services” described in the attached SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES. The Basic Services will be provided in five (5) Phases as identified in SCHEDULE I. Each Phase will be approved and accepted by the Client, in writing, upon completion of each Phase.

The Basic Services authorized by the Client shall be paid for by Client as provided below.

SECTION 2. PROJECT MANAGEMENT AND SCHEDULE

The services of the consultant are to commence two (2) weeks after receipt of the signed contract and/or after the provision of the necessary information to create the base maps whichever is later, and shall be for the duration of the project, based upon the project schedule to be developed by mutual consent. The actual and agreed upon detailed project schedule will be confirmed by the Client Representative at the Client / Project Team Kick-off Meeting.

The term of the Contract shall be one (1) year, or upon completion of the project, whichever is first. The project shall be deemed complete when the Client has accepted all work products and has paid in full the Consultant's final. Extensions to this Contract may be provided by mutual written consent by the parties.

SECTION 3. COMPENSATION

The Basic Services authorized by the Client shall be paid for by Client as provided below.

- (a) The work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES will be completed for the lump sum of \$149,559.00 (One hundred forty-nine thousand five hundred fifty-nine Dollars and no Cents), inclusive of Labor and Direct Expenses, as set forth in SCHEDULE II: FEE SCHEDULE.
- (b) For the work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES the Client will pay and the Consultant agrees to accept payments on a monthly basis upon submittal of necessary and approved invoices by the Client.
- (c) Work products and deliverables prepared according to SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES shall be provided to the Client in electronic format only. (*.pdf and *.docx, or another appropriate file format).
- (d) "Direct Expenses" shall include actual expenditures made by H3 Studio Inc. for items required by the work outlined in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and may include expenses such as the following:
 - (i) Printing, plotting, and copying of drawings, reports, and other documents prepared in connection with the services of H3 Studio Inc. under this Contract; and
 - (ii) Travel, and related expenses incurred to execute the services of H3 Studio under this Contract.

SECTION 4. METHOD OF PAYMENT

- (a) Invoices shall be submitted by H3 Studio based upon Phase of work completed, or portion of Phase of work completed, as detailed in SCHEDULE H: FEE SCHEDULE. H3 Studio shall submit no more than one (1) invoice per calendar month.
- (b) Client shall notify H3 Studio Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of receipt of the date of invoice. Otherwise, the Client shall deem the invoice proper and acceptable. Amounts indicated on invoices are due and payable within thirty (30) days of receipt.
- (c) Following completion of all contracted services, H3 Studio shall submit a final invoice for all remaining fees, as detailed in SCHEDULE II: FEE SCHEDULE, not yet invoiced. The final invoice shall be clearly marked "FINAL INVOICE".

SECTION 5. CLIENT'S RESPONSIBILITY

- (a) The Client agrees to provide full, reliable information regarding the requirements for the Project and, at its expense, shall furnish the information, surveys, and reports, as necessary.
- (b) The Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the Client for the performance of H3 Studio's work.
- (c) The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this Contract and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of H3 Studio Inc.'s work.
- (d) The Client agrees to arrange all necessary client, stakeholder, advisory and community meetings and venues as detailed in SCHEDULE II: SCOPE OF PROFESSIONAL SERVICES, and complete all necessary duplication of documents and other materials for client, stakeholder, advisory and community meetings as well as all reports and other materials necessary for the project beyond that which is stipulated in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES.

SECTION 6. TERMINATION

Either Client or H3 Studio Inc. may terminate this Contract by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination unless for cause, the Client shall pay H3 Studio Inc. for Services and Reimbursable Expenses performed or incurred prior to the termination. No party shall have a claim of damages for loss of profit in the event of termination hereunder. Neither party shall be relieved of liability for damages sustained as a result of breach of this Contract. The right to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

SECTION 7. DISPUTE RESOLUTION

The parties of this Contract support and shall use alternative dispute resolution as the preferred method for resolving conflicts arising in connection with this Contract in accordance with the parameters set forth in this paragraph. The parties hereto agree that any and all claims, controversies or disputes arising from or related to this Contract, including, but not limited to those claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability or breach of this Contract or any assertion that all or part of this Contract is void or voidable, shall be settled by mediation and, if necessary, binding arbitration, as set forth herein. The parties agree that, as a pre-condition to binding arbitration, the parties shall be required to mediate, in good faith, but on a non-binding basis, the issue or issues through the use of an agreed upon lawyer mediator.

If the parties are unable to resolve the issue or issues through mediation, the parties agree to proceed with binding arbitration. The parties shall agree whether to engage a one person or a 3-person arbitration panel and shall agree upon the identity of the arbitrator(s). If the parties cannot agree on the identity of the arbitrator(s), the rules of the American Arbitration Association shall be followed for the appointment of arbitrator(s). For purposes of arbitration, the laws of the State of Arkansas shall apply and the venue for both mediation and any arbitration shall be the City of Springdale, Arkansas.

If all the parties to a dispute agree in writing to submit their dispute to any forum for arbitration, conciliation, or mediation, then no person who serves as arbitrator, conciliator, or mediator, nor any agent or employee of that person, shall be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the arbitration, conciliation, or mediation.

SECTION 8. WORK PRODUCTS

Any documentation prepared or provided by H3 Studio Inc. hereunder shall be the property of the Client and are prepared for this Project only, but may be used by H3 Studio Inc. for purposes of illustrating the scope and nature of project involvement to others. H3 Studio Inc. shall provide Client with a reproducible electronic set of work products for its records. H3 Studio Inc. will not be held liable or responsible on any account by the client, if the client uses said documentation for projects outside of this project as defined by this contract.

SECTION 9. LIMITATION OF LIABILITY

Client agrees that H3 Studio Inc.'s liability for damage on account of any act, error, omission or other professional negligence to the Client shall be limited to the amount paid by Client hereunder for H3 Studio Inc.'s fees for Basic Services.

SECTION 10. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Client: City of Springdale
 Attention: Patsy Christie, Director
 Planning & Community Development
 201 Spring Street
 Springdale, AR 72764
 [p] (479) 750-8588
 [e] pchristie@springdalear.gov

If to the Consultant: H3 Studio Inc.
 Attention: John Hoal, Ph.D.; Founding Principal
 4395 Laclede Avenue
 St. Louis, MO 63108
 [p] (314) 531-8000
 [e] hoal@h3studio.com

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

SECTION 11. INSURANCE REQUIREMENTS

Consultant shall maintain the following levels of insurance for the duration of the Agreement:

- (a) General Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and \$2,000,000.00 (Two million Dollars and no Cents) in aggregate
- (b) Professional Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and annual aggregate
- (c) Worker's Compensation with minimum limits as required by Missouri Law

SECTION 12. INDEPENDENT CONTRACTOR

It is expressly agreed that Consultant is acting as an independent contractor with regard to the activities and services specified herein. The Client shall carry no workers' compensation insurance, health, and/or accident insurance to cover Consultant for any type of loss which might result to Consultant in connection with the performance of the activities and services set forth in this Contract. The Client shall not pay any contribution to Social Security, unemployment insurance, federal or state withholdings taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Consultant is not an employee of the Client.

SECTION 13. MISCELLANEOUS

- (a) Client and H3 Studio Inc. each bind itself and its successors to this Contract. Neither Client nor H3 Studio Inc. shall assign or transfer its interest in this Contract without the written consent of the other.
- (b) This Professional Services Contract constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written agreement or representation other than as contained herein.
- (c) This Professional Services Contract may be modified or changed only by a written amendment that is signed by both the Client and H3 Studio Inc.
- (d) The laws of the State of Arkansas shall govern the interpretation and enforcement of this Professional Services Contract.
- (e) Any individual who signs this Professional Services Contract on behalf of Client or H3 Studio Inc., represents, promises, and guarantees, that he or she is fully authorized to execute this Contract on behalf of his, or her employer or company.
- (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Contract for Professional Services to be executed as of the day and year first above written.

ATTEST: _____

Client: City of Springdale, Arkansas

Address: 201 Spring Street
Springdale, AR 72764

By: _____
(Name/Title)

Date: _____

Consultant: H3 Studio, Inc.

Address: 4395 Laclede Avenue
St. Louis, MO 63108

By: _____
(Name/Title)

Date: _____

Southeast Downtown Development Master Plan & Downtown Parking Study

Project Objective

1. Create a Development Master Plan—inclusive of future housing and demographic projections; a development program; housing types; illustrative site-specific plans for probably development sites and areas around key project area features; and public realm and infrastructure improvements—for the southeast quadrant of Downtown Springdale (the “project area”). The project area is roughly bounded by E. Emma Avenue to the north; the Springdale Municipal Airport to the east, E. Velma Avenue to the south (inclusive of the Springdale Housing Authority properties), and the railroad tracks to the west.
2. Conduct a Downtown Parking Study to determine a recommended number of new public parking facilities—inclusive of parking garages, their size, number of parking spaces, supportive programming, and locations. Parking facility recommendations will be provided for each quadrant of Downtown Springdale and will take into account current and projected future housing, public space, and programs, including Luther George Park, the Medium, and existing and future housing development.

Scope of Professional Services

In order to achieve the project objectives described above, the following five (5) Phase Scope of Professional Services is proposed. This Scope of Professional Services is projected to be completed over a period of 20 weeks.

Phase 1: Kick-Off, Analysis, and Initial Stakeholder Engagement (3 weeks anticipated)

Technical Tasks

- 1.1. Project Kick-Off Work Session (can occur before contract execution with a commitment to enter in to contract).
H3 Studio will conduct the first (1st) of three (3) in-person site visits with staff of the Springdale Planning Department to review and confirm the project area boundaries, take a tour of the project area, and collect information on new developments and current and planned development projects in the project area. This visit is anticipated to involve one (1) H3 Studio personnel and be conducted over two days.
- 1.2. Property Ownership Analysis.
H3 Studio will conduct a desktop analysis of property ownership in the project area using City of Springdale GIS information. Property ownership will be mapped on a parcel map of the project area to determine probable development project sites based on ownership of large parcels and/or contiguous aggregation of parcels by a single owner.
- 1.3. Baseline Sewer and Water Documentation
H3 will map existing sewer and water line alignments and sizes in the project area, using GIS information provided by the City of Springdale.
- 1.4. Mapping of Current / Planned Projects & Base Map Update.
H3 Studio will update the illustrative base map of the project prepared during the 2021-2022 update of the Downtown Springdale Master Plan with new and current development projects, planned permitted development projects, and infrastructure and utility information obtained from City of Springdale GIS data. Updated Letters of Map Revision (LOMR) will be incorporated when they are published in January, 2024.

Stakeholder Engagement, Phase 1

In Phase 1, H3 Studio will conduct the first (1st) round of three (3) rounds of Stakeholder Interviews / Work Sessions with four (4) groups of stakeholders in the project area, as enumerated below. The purpose of these interviews / work sessions is to gather information and data regarding planned and desired developments in the project area, as well as preferred housing types, unit types, and tenures. Interviews / work sessions will be conducted remotely via Zoom. A total of 16 meetings anticipated, divided among the groups as enumerated below. H3 Studio will work with the City to identify attendees, and the City of Springdale shall be responsible for contacting and inviting attendees.

- 1.5. City Department Head / Staff Stakeholder Work Sessions (Round 1 of 1).
Up to four (4) individual interviews / work sessions anticipated, conducted remotely via

- 1.6. Private Owner Stakeholder Interviews / Work Sessions (Round 1 of 3).
Up to four (4) individual interviews / work sessions anticipated, conducted remotely via Zoom.
- 1.7. Springdale Housing Authority Interview / Work Session (Round 1 of 3).
One (1) individual interview / work session anticipated, conducted remotely via Zoom.
- 1.8. Corporate / Foundation Stakeholder Interviews / Work Sessions (Round 1 of 3).
Up to four (4) individual interviews / work sessions anticipated, conducted remotely via Zoom.

Phase 2: Projected Housing Demand and Housing Development Program Scenarios (*4 weeks antiCipated*)

Technical Tasks

- 2.1. Projected Housing Demand Characteristics.
Based upon the stakeholder input gathered in Phase 1 Stakeholder Engagement Tasks, as well as an analysis of existing built and/or financed projects, H3 Studio will prepare a profile of housing demand characteristics for the project area. This profile will serve as the basis for Development Program Scenarios (Task 2.4), and it anticipated to include:
 - Unit type mix, by percentage;
 - Housing type mix, by percentage;
 - Use mix, by percentage; and
 - Housing tenure mix, by percentage.
- 2.2. ESRI Tapestry Analysis of Existing and Projected Demographic Tapestry Segments.
H3 Studio will use the ESRI Behavioral Market Tapestry Segmentation data (i.e., “LifeMode Groups”) to analyze the current tapestry segmentation of Downtown Springdale; the past 10-year trends in demographic change; and projections for future growth. Tapestry Segmentation data will be used to identify desired future housing types.
- 2.3. Identification of Desired Housing Types by Demographic Tapestry.
Using the analysis conducted in Task 2.2, H3 Studio will identify projected desired housing types for the project area.
- 2.4. Development Program Scenarios (Up to 3).
Utilizing the work developed in Phase 2 to date, H3 Studio will create up to three (3) development program scenarios, for review and input by the City of Springdale Planning Department. Development Program Scenarios are anticipated to include:
 - » Total housing units, east of the railroad (by identified housing type);
 - » Total mixed-use / commercial space (by program category);
 - Total required parking spaces (by program category); and
 - Projected absorption time horizon(s).

These development program scenarios will quantify the Housing Type definitions and Development Master Plan Options developed in Phase 3.

2.5. Development Program Scenarios City Staff Work Session

H3 Studio will conduct a virtual, remote Zoom work session with City Staff to review and collect input on the Development Program Scenarios. Scenarios will then be accordingly modified or disposed of. Accepted scenarios will be utilized in Phase 3.

Phase 3: Housing Types and Location-Specific Development Master Plans (6 weeks anticipated)

Technical Tasks, Part 1

3.1. Development of Downtown Housing Type Recommendations (coordinated with the Downtown Springdale Form-Based Code)

Utilizing the identified desired housing types by demographic tapestry developed in Task 2.3, H3 Studio will develop qualitative Housing Type Recommendations for the Southeast Downtown project area. These housing types will comprise general massing characteristics, unit size ranges, building formats and footprints, and supportive mixed-uses. Housing Type recommendations will be correlated with the existing building types of the Downtown Springdale Form-Based Code.

3.2. Location Specific Development Master Plan Options (Up to 3):

H3 Studio will develop up to three (3) Development Master Plan Options for the Southeast Downtown project area. These options will consist of a combination of (a) options for location-specific sites (probably development sites) and (b) larger, district wide options for areas around major urban design and environmental features. Options anticipated to include:

- Options for tracts/aggregations of parcels under common ownership and other probable development sites;
- Options for development types and urban design characteristics fronting Luther George Park, Spring Creek, Market Center of the Ozarks, key streets, and other project area features; and
- Potential project opportunities for the Springdale Housing Authority, utilizing precedents from the HUD Choice Neighborhoods program (Please note: design and/or planning recommendations for public housing are subject to statutory requirements from HUD; this Scope of Professional Services does not include design and/or planning recommendations for Springdale Housing Authority Properties, nor does it constitute a HUD-compliant Public Housing Plan).

3.3. Streetscape, Public Realm, and Infrastructure Improvements (Inclusive of sewer line and water line alignments recommended for upgrade)

To support the Development Master Plan Options, H3 Studio will identify key streetscape, public realm, and infrastructure improvements and prepare recommendations for such improvements. These are anticipated to

- Public space and greenway improvements along Spring Creek and surrounding Luther George Park;
- Key street corridors that should be subject to a future traffic study for traffic capacity expansions, and key street corridors with potential for widening due to excess right-of-way (ROW) capacity *[Please note: H3 Studio will not be conducting a traffic study as part of the Scope of Professional Services]*.
- Street type hierarchy for project area streets, and proposed street sections for each type; and
- Identification of Sewer and water line alignments recommendation for upgrade, based on relationship to probable development sites and location along key streets recommended for streetscape improvements, in order to coordinate surface and subsurface improvements *[Please note: H3 Studio will be identifying alignments for potential sewer and water line improvements only; H3 Studio will not be sizing or designing sewer and water line improvements]*.

- 3.4. (Site Visit #2) Development Master Plan Options City Staff Work Session
H3 Studio will conduct a work session with staff of the Springdale Planning Department to review the Development Master Plan Options during the second (2nd) of three (3) in-person site visits. This work session will occur ahead of the Phase 3 Stakeholder Engagement activities described below. This visit is anticipated to involve two (2) H3 Studio personnel and be conducted over three-and-a-half (3.5) days.

Stakeholder Engagement, Phase 3 (All Tasks to Occur Before Preparation of Southeast Downtown Master Plan Preferred Option, Task 3.8)

In Phase 3, H3 Studio will conduct the second (2nd) round of three (3) rounds Stakeholder Interviews / Work Sessions with three (3) groups of stakeholders in the project area, as enumerated below. The purpose of these interviews / work sessions is to review and gather input on the Development Master Plan Options, in order to identify and/or develop a Preferred Option for further development. Meetings will be held on-site in-person. A total of 12 meetings are anticipated, divided among the groups as enumerated below. H3 Studio will work with the City to identify attendees, and the City of Springdale shall be responsible for contacting and inviting attendees, scheduling meetings, and securing a meeting venue.

- 3.5. Private Owner Stakeholder Interviews / Work Sessions (Round 2 of 3).
Up to four (4) individual interviews / work sessions anticipated, conducted on-site in-person.
- 3.6. Springdale Housing Authority Interview / Work Session (Round 2 of 3).
One (1) individual interview / work session anticipated, conducted on-site in-person.
- 3.7. Corporate / Foundation Stakeholder Interviews / Work Sessions (Round 2 of 3).
Up to four (4) individual interviews / work sessions anticipated, conducted on-site in-person.

Technical Tasks, Part 2

3.8. Southeast Downtown Master Plan Preferred Option

Utilizing the Stakeholder feedback and input collected during Phase 3, H3 Studio will prepare a Preferred Option for the Southeast Downtown Development Master Plan. Trill Preferred Option will include the consensus agreed-upon elements of the Master Plan Options, Downtown Housing Type Recommendations, and revised recommendations for streetscape, public realm, and infrastructure improvements. This Preferred Option will be submitted to the City for review and comment.

3.9. Southeast Downtown Master Plan Preferred Option City Staff Work Session

H3 Studio will conduct a virtual, remote Zoom work session with City Staff to review Phase 3 Stakeholder Input and review and collect input on the Southeast Downtown Master Plan Preferred Option. Scenarios will then be accordingly modified or disposed d Accepted scenarios will be utilized in Phase 3.

Phase 4: Downtown Parking Study and Parking Facility Recommendations *(2 weeks anticipated)*

Technical Tasks

4.1. Downtown-wide Parking Needs Assessment

H3 Studio will perform a Parking Needs Assessment for the entirety of Downtown, defined as Thompson Street / U.S. 71 to the west; Huntsville Avenue to the north; Old Missouri Road / Highway 265 to the east; and Quandt Avenue / Caudle Avenue to the south. Utilizing the Downtown Springdale Master Plan Update (2022); the Southeast Downtown Development Master Plan Preferred Option; and quantification of all other existing and proposed development projects in Downtown, the parking needs assessment will quantify:

- Total number of parking spaces by program category, and
- Proximity for shared parking by program category.

These quantities will be correlated with the current parking requirements of the Downtown Springdale Form-Based Code, and will be categorized by Each Downtown Quadrant:

- Northwest (north of Emma Avenue, west of the railroad);
- Southwest (south of Emma Avenue, west of the railroad);
- Northeast (north of Emma Avenue, east of the railroad); and
- Southeast (south of Emma Avenue, east of the railroad).

4.2. Recommended Parking Facility Types and Locations:

Utilizing the Parking Needs Assessment, H3 Studio will develop recommendations for parking facility types and locations. These recommendations will be organized by Downtown Quadrant and are anticipated to include:

- Total number of parking facilities;

- Parking facility type;
- Parking facility size and capacity;
- Total number of parking spaces; and
- Parking facility supportive programming (ground floor commercial, liner building, etc.).

4.3. Parking Recommendations City Staff Work Session

H3 Studio will conduct a virtual, remote Zoom work session with City Staff to review and collect input on the Parking Recommendations, for revision as necessary and incorporation into the Final Development Master Plan and Report in Phase 5.

Phase 5: Final Development Master Plan and Report (*5 weeks anticipated*)

Technical Tasks, Part 1

5.1. Prepare Final Draft Development Master Plan and Report

H3 Studio will prepare the Final Draft Development Master Plan and Report, inclusive of the Parking Facility Types and Locations developed in Phase 4. The Final Draft Development Master Plan will incorporate all work products developed to date, and will be submitted to the City for review and comment.

5.2. Final Draft Development Master Plan and Final Parking Facility Recommendations City Staff Work Session

H3 Studio will conduct a work session with staff of the Springdale Planning Department to review the Development Master Plan Options during the second (3rd) or three (3) in-person site visits. This work session will occur ahead of the Phase 5 Stakeholder Engagement activities described below. This visit is anticipated to involve three (3) H3 Studio personnel and be conducted over three-and-a-half (3.5) days.

Stakeholder Engagement, Phase 5 (All Tasks to Occur Before Preparation of Final Development Master Plan and Report, Task 5.7)

In Phase 5, H3 Studio will conduct the third (3rd) round of three (3) rounds Stakeholder Interviews / Work Sessions with three (3) groups of stakeholders in the project area, as enumerated below. The purpose of these interviews / work sessions is to review and gather input on the Final Draft Development Master Plan. Meetings will be held on-site in-person. Additionally, H3 Studio will conduct a Public Open House Meeting. A total of 12 meetings are anticipated, divided among the groups as enumerated below. H3 Studio will work with the City to identify attendees, and the City of Springdale shall be responsible for contacting and inviting attendees, scheduling meetings, and securing a meeting venue.

5.3. Private Owner Stakeholder Interviews / Work Sessions (Round 3 of 3).

Up to four (4) individual interviews / work sessions anticipated, conducted on-site in person.

- 5.4. Springdale Housing Authority Interview / Work Session (Round 3 of 3).
One (1) individual interview / work session anticipated, conducted on-site in-person.
- 5.5. Corporate / Foundation Stakeholder Interviews / Work Sessions (Round 3 of Up to four (4) individual interviews / work sessions anticipated, conducted on-site in-person.
- 5.6. Public Open House Meeting
H3 Studio will conduct a City-wide public open house meeting. The City of Springdale is responsible for advertising this meeting and securing a meeting venue. H3 Studio will prepare all necessary meeting materials.

Technical Tasks, Part 2

- 5.7. Prepare Final Development Master Plan and Report
Utilizing the input gathered to date, H3 Studio will revise the Final Draft Master Plan as necessary and prepare the Final Development Master Plan and Report. The Final Development Master Plan and Report shall be a highly illustrative document comprised of all constituent work products created under this Scope of Professional Services and illustrated with maps, precedent images, and other graphics, similar to the 2022 Downtown Springdale Master Plan Update.
- 5.8. Prepare Required Form-Based Code Amendments
Correlating with the Final Development Master Plan, H3 Studio will prepare required amendments to the Downtown Springdale Form-Based Code.

—Please Note that Tasks Related to Adoption of the Development Master Plan and/or the Form-Based Code Amendment by H3 Studio Are Not Included in this Scope of Professional Services—

Fee Proposal

Professional Services Fee

Phase 1 Technical Tasks:	\$14,496.00
Phase 1 Site Visit (Site Visit #1):	\$985.00
Phase 2 Technical Tasks:	\$22,048.00
Phase 3 Technical Tasks:	\$42,861.00
Phase 3 Site Visit (Site Visit #2):	\$2,710.00
Phase 4 Technical Tasks:	\$16,024.00
Phase S Technical Tasks:	\$42,820.00
Phase S Site Visit (Site Visit #3):	\$3,615.00
Professional Services Fee Sub-Total:	\$145,559.00
Direct Costs Sub-Total (Printing, Plots, etc. Excluding Travel):	\$4,000.00
Total Fee Proposal:	\$149,559.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR A DRAINAGE PROJECT ON
WILKINSON LANE, SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS; TO WAIVE COMPETITIVE
BIDDING, AND FOR OTHER PURPOSES.**

WHEREAS, it has been discovered that an underground drainage structure located on Washington County Parcel No. 815-28145-000 (“the Property”) has collapsed;

WHEREAS, the City wishes to make necessary repairs to the drainage structure, as the collapsed drainage structure is not allowing stormwater to adequately flow through the drainage channel;

WHEREAS, a portion of the building located on the Property needs to be removed to determine the extent of the damage to the collapsed drainage structure, and to determine the scope of the repairs needed to make the necessary repairs to the drainage structure;

WHEREAS, the City has obtained an Order of Possession by way of eminent domain for the portion of the building to be removed to determine the extent of the damage to the collapsed drainage structure, and to determine the scope of the repairs needed to make the necessary repairs to the drainage structure; and

WHEREAS, the City of Springdale has solicited quotes for the costs associated with the removal the portion of the building to be removed to determine the extent of the damage to the collapsed drainage structure, and to determine the scope of the repairs needed to make the necessary repairs to the drainage structure; and

WHEREAS, the City wishes to accept the quote from Redline Contractors, in the amount of \$43,017.00 for this project, and wishes to waive competitive bidding, due to the unique nature of this project, and because time is of the essence is commencing this project.

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

Section 1: That the Mayor is hereby authorized to enter into an agreement with Redline Contractors for the costs associated with the removal the portion of the building to be removed to determine the extent of the damage to the collapsed drainage structure, and to determine the scope of the repairs needed to make the necessary repairs to the drainage structure, in an amount not to exceed \$43,017.00, to be paid from the Unrestricted General Fund.

Section 2: That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

PASSED AND APPROVED this 28th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Engineering		Date: 11-16-2023
Point of Contact: Ben Peters	Amount Requested: \$ 43,017.00	
Date to be Presented to Committee: 11 / 20 / 20 ²³		
Brief Description of Funding Request: Capital project - building demolition for Murphy Park Drainage Improvements.		
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund		
IS IT BUDGETED?		
YES ☐	NO ☒	
\$0 - \$34,999 No Council approval needed	☐ \$0 - \$4,999	
Request to waive bidding? ☐ Buy Board ☐ Sole Source	☐ \$5,000 - \$34,999 Requires 3 Quotes	
Signature: 	☒ \$35,000+ Requires Bid	
Please attach supplemental information	☐ Buy Board ☐ Sole Source	



11/14/2023

Post Office Box 600
Springdale AR 72765
Phone 479-419-4100

Service Address:

913 D Wilkinson
Ln
Springdale, AR

www.redline.me

City of Springdale
Tom Evers

QTY		Add Alternates	Total
1	Remove Roof From Section D		\$ 23,942.00
1	Facia board with drip edge & soffit material all painted with exterior paint		\$ 6,900.00
2650	Interior wall Removal		\$ 6,625.00
1	Remove beams		\$ 3,750.00
1	Cap Sewer		\$ 1,800.00

Project Total

\$ 43,017.00

Accept

Date

Thank you for your business

Redline Contractors LLC provides additional services as listed above. Any change in the scope of work listed on the proposal will require a signed change order prior to commencement of the changes. **Redline contractors will retain all scrap**. Remediation cost of any asbestos found during survey will be handled on a seperate change order/contract.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A HIRING PROGRAM GRANT
FROM COMMUNITY ORIENTED POLICING SERVICES
(COPS) FOR THE SPRINGDALE POLICE DEPARTMENT**

WHEREAS, the Springdale Police Department was awarded a grant from the Community Oriented Policing Services (COPS) 2023 Hiring Program in the amount of \$1,000,000 to add eight (8) new additional officers, and

WHEREAS, the grant will pay for approximately 49% of the salary and benefits for the eight officers over the course of 3 years, and

WHEREAS, the eight new officers will be applied to the 2025 Budget for the City of Springdale, Arkansas.

WHEREAS, the Springdale Police Department is seeking the City Council's approval to accept the grant, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to accept and sign the grant agreement for a grant from the Community Oriented Policing Services (COPS) 2023 Hiring Program to add eight (8) additional officers, which will be applied to the 2025 Budget for the City of Springdale.

PASSED AND APPROVED this 28th day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 11/14/23
RE: Acceptance of 2023 COPS Hiring Program

Earlier this year we requested permission from the city council to apply for the 2023 COPS Hiring Program to add 8 additional officers to the Springdale Police Department. The city council granted us permission to apply for the grant. We were recently notified that we were approved for the grant and are requesting permission to accept the grant. The grant will pay for approximately 48.58% of the salary and benefits for the 8 officers over the course of 3 years. I have attached a copy of the grant award for reference and will be available to answer any questions that may come up. The total grant amount is \$1,000,000.

Respectfully,

A handwritten signature in blue ink, appearing to read "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	SPRINGDALE, CITY OF 201 SPRING ST RM 203		
City, State and Zip:	SPRINGDALE, AR 72764		
Recipient UEI:	ZBMBEHKABQJ6		
Project Title: FY23 COPS Hiring Program (CHP)	Award Number: 15JCOPS-23-GG-04657-UHPX		
Solicitation Title: FY23 COPS Hiring Program			
Federal Award Amount: \$1,000,000.00	Federal Award Date: 11/2/23		
Awarding Agency:	Office of Community Oriented Policing Services		
Funding Instrument Type:	Grant		
Opportunity Category: D			
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants			
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/28		
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/28		
Project Description: The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.			

Award Letter

November 2, 2023

Dear Frank Gamble,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by SPRINGDALE, CITY OF for an award under the funding opportunity entitled 2023 FY23 COPS Hiring Program. The approved award amount is \$1,000,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

SPRINGDALE, CITY OF

UEI

ZBMBEHKABQJ6

ORI Number

AR07202

Street 1

201 SPRING ST RM 203

Street 2

City

SPRINGDALE

State/U.S. Territory

Arkansas

Zip/Postal Code

72764

Country

United States

County/Parish

Province

Award Details

Federal Award Date

11/2/23

Award Type

Initial

Award Number

15JCOPS-23-GG-04657-UHPX

Supplement Number

00

Federal Award Amount

\$1,000,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.	
I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY23 COPS Hiring Program	COPS
Application Number	
GRANT13875858	
Grant Manager Name	
TYLER TURNBULL	
Phone Number	
202-445-6351	
E-mail Address	
Tyler.Turnbull@usdoj.gov	
Project Title	
FY23 COPS Hiring Program (CHP)	
Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2028
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2028
Project Description	
The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.	
I have read and understand the information presented in this section of the Federal Award Instrument.	

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/14/23 8:36 AM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$2,058,425	-\$1	\$2,058,424	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$2,058,425	-\$1	\$2,058,424	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$2,058,425	-\$1	\$2,058,424	
Federal Funds:	\$1,000,000	\$0	\$1,000,000	48.58%
Match Amount:	\$1,058,424	\$0	\$1,058,424	51.42%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
- (3) When the recipient agrees to the termination and termination conditions.
- (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty,

reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

24

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

25

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The

recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

26

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

27

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

29

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training

course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

31

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

33

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

34

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and

the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

- Your agency's MOU must contain the following information?

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets. Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

35

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

36

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/22/23 12:35 PM

Authorized Representative

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A PORTION OF A UTILITY
EASEMENT IN THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, Springdale School District #50, has petitioned for the abandonment of a portion of a utility easement on Parcel No. 815-29300-011, as shown on an Easement filed at Book 1448, Page 087 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said portion to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

LEGAL DESCRIPTION OF EASEMENT AREA TO BE VACATED:

A PART OF THE NORTHWEST (NW1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWELVE (12) T-17-N R-30-W BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOR THE NW CORNER OF SAID NW 1/4 OF THE SE 1/4 AND RUN THENCE S00°01'31"W 85.00 FEET; THENCE N89°47'07"E 529.44 FEET TO THE POINT OF BEGINNING; THENCE N89°47'07"E 15.00 FEET; THENCE S00°12'53"W 104.30 FEET; THENCE S89°47'07"W 15.00 FEET; THENCE N00°12'53"E 104.30 FEET TO THE POINT OF BEGINNING. CONTAINING .036 ACRES MORE OR LESS, IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

Tax Parcel No.: 815-29300-011

Address: 2878 S. Powell St.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that January 9, 2024, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

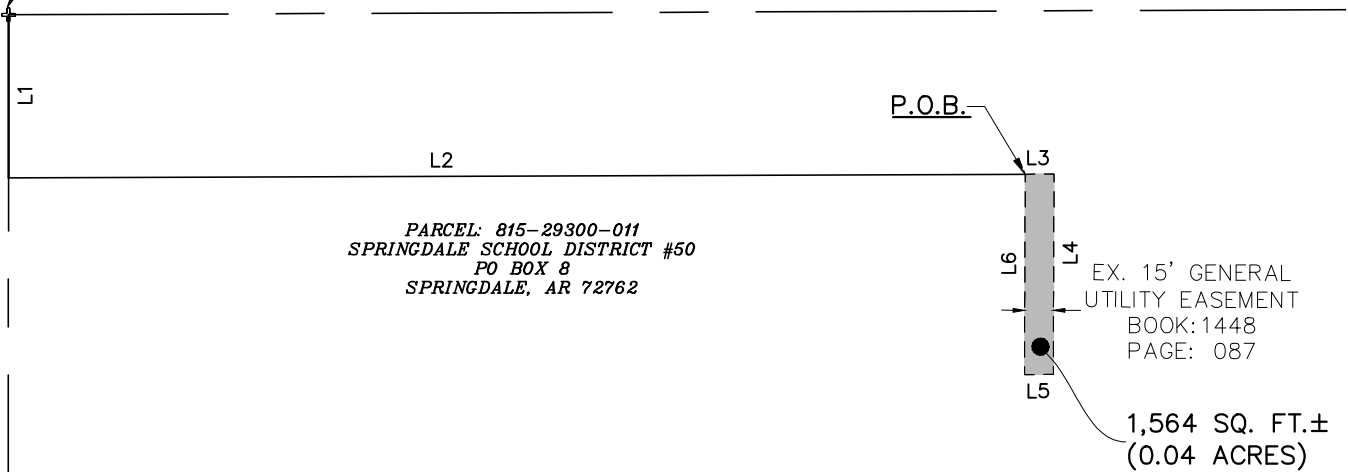
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

P.O.C.

NW. COR., NW 1/4 - SE 1/4,
SEC. 12, T-17-N, R-30-W
PER W.D. 1407-784

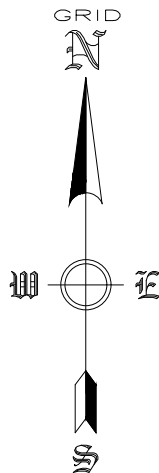


Line Table

Line #	Length	Direction
L1	85.00	S00° 01' 31"W
L2	529.44	N89° 47' 07"E
L3	15.00	N89° 47' 07"E
L4	104.30	S00° 12' 53"W
L5	15.00	S89° 47' 07"W
L6	104.30	N00° 12' 53"E

LEGEND

————— ————— PROPERTY LINE PER W.D. 1407-784
- - - - - EXISTING EASEMENT LINE



GRAPHIC
REPRESENTATION
ONLY

BASIS OF BEARINGS:
WARRANTY DEED BOOK: 1407, PAGE: 784
OF THE WASHINGTON COUNTY RECORDS

SCALE: NTS

DATE: Nov 10, 2023

ENGINEER: TJA

DRAWN BY: MMB

W.O. #: 21979

UTILITY EASEMENT VACATION EXHIBIT
GENE GEORGE ELEMENTARY ADDITION & REMODEL
SPRINGDALE, ARKANSAS

ESI
ENGINEERING SERVICES INC.
207 SOUTH D MISSOURI RD.
SPRINGDALE, ARKANSAS 72764
Page 70

ORDINANCE NO. _____

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

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

PROPERTY OWNER: Steven William Sevic

LEGAL DESCRIPTION: Lot 1 E. 30 Feet Lots 11 and 12 further described from 447-533
as: Part of the Southeast Quarter of the Southwest Quarter of Section thirty-five (35), in
Township Eighteen (18) North, of Range Thirty (30) West, of the Fifth P.M. more particularly
described as follows, and described as follows, to wit: beginning at a point Four Hundred
Fifty-five and one-half (455.5) feet North and 20 feet West of the Southeast corner of the
above described forty (40) acre tract for a place of beginning, thence West One Hundred
Fifty-nine (159) feet; thence North One Hundred Fifty-three and one-half (153.5) feet; thence
East bearing North to a point One Hundred Fifty-eight (158) feet North of the beginning
point, thence south One Hundred Fifty-eight (158) feet to the point of beginning.

LAYMAN'S DESCRIPTION: 300 S. West End Street

PARCEL NUMBER: 815-26188-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and
unsanitary conditions on the properties described above, and instructed to clean the properties in accordance
with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result,
the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and
as shown in the attached Exhibits:

\$975.00 clean-up costs and \$22.53 administrative costs – \$997.53 (Parcel No. 815-26188-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing
in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these
properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$997.53 plus 10% for collection – 300 S. West End Street (Parcel No. 815-26188-000)

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

PASSED AND APPROVED this _____ day of _____, 20_____.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Abatement Notification Form

Springdale City

201 Spring Street

Springdale, AR 72764

479-750-7712

Case Number: 2302437



Property Address: 300 S WEST END ST

Type of previous notification given:

Lien Letter and posted notice – Please be reminded that pursuant to Arkansas Law, as of the date you received your lien letter or the city received the unsigned, returned lien documents, code enforcement may enter and abate all violations for 12 months. The costs associated with the city's action will include; disposal cost recovery, employee cost per hour, equipment cost per hour and finally and administrative cost associated with filing the lien. Once this letter is issued the city may enter the aforementioned property within the next 12 months to abate future violations without sending a new notice.

Property Status: Owner Occupied

Abatement will occur on/or after: 09/08/2023

Type of abatement will be: Lien

Location of abatement will be: 300 S West End

Narrative: Tree needs to be removed from property.

Code Officers: Isidro Camacho

Notice to Abate:

The city posted notice on this property and sent a certified letter to the Property owner on record within the last 12 months of violations of the city code. At the present time there are violations of the city ordinances on this property. This is to notify you that the property is scheduled for abatement. If all violations are removed when the abatement crew arrives, no abatement will be done. If the property is not in compliance at the time the abatement crew arrives, the city will enter the property and remove all violations from the entire property, including front, sides and back yards. This will result in abatement fees of no less than \$200.00. any fees generated from the abatement will result in a lien on the property pursuant to Ark. Code Ann. §14-54-903, 904. If any fees are generated by an abatement of violations on the property due to tenant activities, the property owner may choose on its own to require the tenant to pay the fees through civil action.

Reinspect picture(s):



JOHN'S TREE SERVICE, LLC

P O BOX 8601

Springdale, AR 72766 US

479-871-1963

johnstreeservice@cox.net

BILL TO

Springdale Community

Engagement

Ron Findley

210 Spring Street

Springdale, AR 72764

INVOICE 3791**DATE** 09/10/2023 **TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/07/2023	Felling	Removed split sweet gum tree and broken limbs from the neighboring tree	1	975.00	975.00
		Service address: 300 S. West End Street			

TOTAL DUE**\$975.00**

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

October 10, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Steve William Sevic
300 S. West End Street
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 300 S. West End Street, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-26188-000

Dear Property Owner/Lienholder:

On May 4, August 14 and September 8, 2023 notice was posted on property located at 300 S. West End Street, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 4, 2023, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about September 8, 2023. As of this date, the total costs incurred by the City of Springdale to clean this property are \$975.00. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 22, 2023, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, November 28, 2023, at 6:00 p.m. in the City

Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$982.53, which includes 975.00 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Steve William Sevic at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,



Ernest B. Cate
City Attorney

Enclosures
EBC:dp



CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764



7020 0640 0001 3065 6714

US POSTAGE PAID PITNEY BOWES
ZIP 72701 \$008.77⁰
02 7W
0008029153 OCT 10 2023

10/16/23
Red.

US 158
10/13/12
10-18
10-27-25

Steve William Sevic
300 S. West End Street
Springdale, AR 72764

NIXIE 722 DE 1 0011/12/23

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

BC: 72764455401 *2755-02936-10-37

72764455401

SENDER: COMPLETE THIS SECTION		PS Form 3811, July 2020 PSN 7530-02-000-9053	
1. Article Addressed to: Steve William Sevic 300 S. West End Springdale, AR 72764		2. Article Number (Transfer from service label) 7020 0640 0001 3065 6714	
3. Service Type ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Priority Mail Express®		3. Service Type ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Priority Mail Express®	
4. Is delivery address different from item 1? ☐ Yes ☐ No D. If YES, enter delivery address below:		5. Signature X	
6. Received by (Printed Name) C. Date of Delivery		7. Signature X	
8. Agent 9. Addressee		10. Signature X	
11. Signature X		12. Signature X	

COMPLETE THIS SECTION ON DELIVERY

The City Council of the City of Springdale met in regular session on Tuesday, November 14, 2023 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Williams	Ward 4 (Absent)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Buildings Director
Ron Findley	Community Engagement Director
Ryan Carr	Deputy Engineering Department
Colby Fulfer	Chief of Staff
Anne Gresham	Library Director

PUBLIC HEARING – PETITION TO VACATE A PORTION OF A UTILITY EASEMENT ON PROPERTY LOCATED AT 3632 LOGAN HEIGHTS DRIVE

No comments were made at the Public Hearing.

PUBLIC HEARING – PETITION TO VACATE A PORTION OF A UTILITY EASEMENT ON PROPERTY LOCATED AT 2342 WAVERLY LANE

No comments were made at the Public Hearing.

APPROVAL OF MINUTES

Council Member Bailey moved the minutes of the October 24, 2023 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Powell 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 Harriman made the second.

The vote:

Yes: Powell, Watson, Overton, Lawson, Bailey, Harriman, Fougerousse

No: None

UPSKILL NORTHWEST ARKANSAS 2023 FALL UPDATE

Carol Moralez, President/CEO of Upskill NWA, gave a presentation on the Upskill NWA Program created in July 2021. Upskill helps create career opportunities for people in our region

in the healthcare field and take care of things like tuition, books, fees, licensing exam costs and other historical barriers.

ORDINANCE NO. 5896 – REPLACING ORDINANCE NO. 5876, ACCEPTING THE REPLAT (RP23-13) OF HARGER ADDITION, LOTS 18 & 19 AND PART OF LOT 17 TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance replacing Ordinance No. 5876, accepting the Replat (RP23-13) of Harger Addition, Lots 18 & 19 and part of Lot 17 to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass”. Council Member Bailey made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Watson

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Watson

No: None

The Ordinance was numbered 5896.

ORDINANCE NO. 5897 – ACCEPTING THE FINAL PLAT (FP23-05) OF PHASE 2 OF DEERE CREEK SUBDIVISION IN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP23-05) of Phase 2 of Deere Creek Subdivision in the City of Springdale, Arkansas; and declaring an emergency.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass”. Council Member Fougrousse made the second.

There was considerable discussion about a fence on the neighbor, Randy Brown’s property. They said they were told a new fence would be put up. The developer says they never made that promise. The city ordinances do not require a fence be put up. After several comments, Engineer Jason Appel said the barbed wire fence already on the property would be straightened up by Friday of this week.

The vote:

Yes: Lawson, Bailey, Harriman, Fougrousse, Powell, Overton,

No: Watson

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Overton, Lawson

No: Watson

The Ordinance was numbered 5897.

RESOLUTION NO. 165-23 – TO AUTHORIZE A SUBAWARD TO UPSKILL NWA FROM THE CITY OF SPRINGDALE’S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND COSTS ASSOCIATED WITH INCREASING CITY OF SPRINGDALE, ARKANSAS PARTICIPATION IN THEIR WORKFORCE DEVELOPMENT AND JOB TRAINING PROGRAM

Council Member Jeff Watson presented a Resolution to authorize a subaward to Upskill NWA from the City of Springdale’s American Rescue Plan Act (ARPA) Funds to help fund costs associated with increasing City of Springdale, Arkansas participation in their workforce development and job training program.

RESOLUTION NO. ____

A RESOLUTION TO AUTHORIZE A SUBAWARD TO UPSKILL NWA FROM THE CITY OF SPRINGDALE’S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND COSTS ASSOCIATED WITH INCREASING CITY OF SPRINGDALE, ARKANSAS PARTICIPATION IN THEIR WORKFORCE DEVELOPMENT AND JOB TRAINING PROGRAM

WHEREAS, the City of Springdale, Arkansas has been directly affected by the COVID-19 global pandemic;

WHEREAS, the COVID-19 pandemic has highlighted a need for a trained labor force for essential industries;

WHEREAS, the citizens of City of Springdale, Arkansas could benefit from job training and other assistance to move to jobs that provide better opportunities for economic advancement;

WHEREAS, Excellerate Foundation DBA Upskill NWA operates a workforce development and job training program that connects participants with educational opportunities to increase their skill sets so they are qualified for higher paying jobs in essential industries;

WHEREAS, Excellerate Foundation DBA Upskill NWA desires to increase Springdale participation in its workforce development and job training program;

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City to make a subaward to Excellerate Foundation DBA Upskill NWA to increase participation of Springdale residents in its workforce development and job training program;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that \$884,779.00 be awarded to Excellerate Foundation DBA Upskill NWA for the purpose of increasing Springdale participation in its workforce development and job placement program, in accordance with eligible use of funds as defined by ARPA; and the Mayor and City Clerk are hereby authorized to execute a Grant Award Agreement for the same. This Resolution is intended to supersede and replace Resolution No. 8-22 passed on February 8, 2022, Resolution No. 56-22 passed on June 14, 2022, and Resolution No. 81-22 passed on August 9, 2022.

PASSED AND APPROVED this ____ day of November 2023.

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 Powell made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Watson, Overton, Lawson, Bailey

No: None

The Resolution was numbered 165-23.

RESOLUTION NO. 166-23 – AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR KENDRICK AVENUE (PROJECT NO. 18BPS16)

Council Member Jeff Watson presented a Resolution authorizing the execution of a construction contract with Emery Sapp & Sons, Inc. for Kendrick Avenue (Project No. 18BPS16), from Old Missouri Road to Old Wire Road for \$4,861,204.18 to be paid from the 2018 Street Bond Fund.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR KENDRICK AVENUE, PROJECT NO. 18BPS16

WHEREAS, sealed bids were received on October 17, 2023 at 2:30 p.m. for the Kendrick Avenue Widening from Old Missouri Road to Old Wire Road, and

WHEREAS, Emery Sapp & Sons, Inc. was the low bidder for this project at \$4,861,204.18,

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Emery Sapp & Sons for the construction of Kendrick Avenue from Old Missouri Road to Old Wire Road for \$4,861,204.18 from the 2018 Street Bond Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of November, 2023.

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 Powell made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Watson, Overton, Lawson, Bailey

No: None

The Resolution was numbered 166-23.

RESOLUTION NO. 167-23 – AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM CHARLES D. REDDING JR. FOR THE SENIOR CENTER PROJECT (2023 BOND PROJECT NO. 23BSC1)

Council Member Jeff Watson presented a Resolution authorizing the expenditure of \$253,000 to acquire property located at 715 Baggett Street from Charles D. Redding Jr. for the Senior Center project (2023 Bond Project No. 23SSC1). This will be paid from the 2023 Senior Center Bond.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE LAND FROM CHARLES D. REDDING, JR. FOR THE SENIOR CENTER PROJECT, PROJECT NO. 23BSC1.

WHEREAS, the City of Springdale is in need of acquiring a parcel of land for the Senior Center Project, Project No. 23BSC1, said land being owned by Charles D. Redding, Jr., also known as Washington County Tax Parcel No. 815-28450-000, located at 715 Baggett St., Springdale, Washington County, Arkansas;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$230,000.00 is the estimated just compensation for the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$253,000.00 to acquire the land needed for the Project, said amount being justified by the nature of the property, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$23,000.00 to acquire the property needed from Mr. Redding, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the parcel of land for the Senior Center Project, Project No. 23BSC1, said lands being owned by Charles D. Redding, Jr., for the total sum of \$253,000.00 to be paid from the 2023 Senior Center Bond.

PASSED AND APPROVED this ____ day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Powell, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Resolution was numbered 167-23.

ORDINANCE NO. 5898 – ESTABLISHING THE EMPLOYEE HEALTH INSURANCE RESTRICTED FUND AND AUTHORIZING AND TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE EMPLOYEE HEALTH INSURANCE RESTRICTED FUND, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

Chief of Staff Colby Fulfer presented an Ordinance establishing the employee health insurance restricted fund and authorizing and transferring of funds from the unrestricted general fund to the employee health insurance restricted fund; declaring an emergency and for other purposes.

The City of Springdale has determined that a self-funded health insurance option will be advantageous to its employees. It is in the best interest of the City to create an employee health insurance restricted fund to be spent for healthcare costs related to the City of Springdale employees' health benefits, and administration. The sum of \$1,250,000.00 will be transferred from the unrestricted general fund to create the Employee Health Insurance Restricted Fund.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance "Do Pass". Council Member Lawson made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell,

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Watson

No: None

The Ordinance was numbered 5898.

RESOLUTION NO. 168-23 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR SHAW FAMILY PARK (2023 BOND PROJECT NO. 23BPP3)

Council Member Mike Lawson presented a Resolution authorizing the execution of a professional services agreement with Engineering Services Inc. for engineering services for Shaw Family Park (2023 Bond Project No. 23BPP3) in the amount not to exceed \$328,150.00 be paid from 2023 bond proceeds.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR SHAW FAMILY PARK 2023 BOND PROJECT NO. 23BPP3

WHEREAS, the City of Springdale is in need of engineering services associated with the planned improvements to Shaw Family Park;

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project;

WHEREAS, the price not to exceed amount for professional services shall be \$328,150.00.

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

1. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, INC. for engineering services associated with the planned improvements to Shaw Family Park, in an amount not to exceed \$328,150.00, which shall be paid from 2023 bond proceeds.
2. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Lawson, Bailey, Harriman, Fougrousse, Powell, Watson, Overton

No: None

The Resolution was numbered 168-23.

RESOLUTION NO. 169-23 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR C.L. & WILLIE GEORGE PARK IMPROVEMENTS (2023 BOND PROJECT NO. 23BPP4)

Council Member Mike Lawson presented a Resolution authorizing the execution of a professional services agreement for engineering services for C.L. & Willie George Park improvements (2023 Bond Project No. 23BPP4) in an amount not to exceed \$169,850.00, which shall be paid from 2023 bond proceeds.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR C.L. & WILLIE GEORGE PARK IMPROVEMENTS 2023 BOND PROJECT NO. 23BPP4

WHEREAS, the City of Springdale is in need of engineering services associated with the planned improvements to C.L. & Willie George Park;

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project;

WHEREAS, the price not to exceed amount for professional services shall be \$169,850.00.

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

3. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, Inc, for engineering services associated with the planned improvements to C.L. & Willie George Park, in an amount not to exceed \$169,850.00, which shall be paid from 2023 bond proceeds.
4. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Bailey, Harriman, Fougerousse, Powell, Watson, Overton, Lawson

No: None

The Resolution was numbered 169-23.

RESOLUTION NO. 170-23 - ACCEPTING A GRANT FROM THE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, & APPROPRIATING FUNDS

Police Chief Frank Gamble presented a resolution accepting a grant from the Justice Assistance Grant (JAG) Program, authorizing the Mayor to sign the grant agreement in the amount of \$31,369.00 and appropriating funds.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM THE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, & APPROPRIATING FUNDS.

WHEREAS, the Springdale Police Department was awarded a JAG grant in the amount of \$31,369.00, and

WHEREAS, the Springdale Police Department is in need of a key management system in the amount of \$29,578.00 that is eligible to be purchased with the grant funds, and

WHEREAS, the remaining grant funds in the amount of \$1,791.00 shall be used to send a supervisor to the Northwestern School of Staff and Command in 2024, and

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

Section 1: That the Mayor is hereby authorized to accept and sign the grant agreement for a Justice Assistance grant in the amount of \$31,369.00.

Section 2: The City of Springdale appropriates \$31,369.00 to be used to purchase a key management system and to send a supervisor to the Northwestern School of Staff and Command in 2024.

PASSED AND APPROVED this ____ day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Harriman, Fougrousse, Powell, Watson, Overton, Lawson, Bailey

No: None

The Resolution was numbered 170-23.

RESOLUTION NO. 171-23 - ACCEPTING A LAW ENFORCEMENT MENTAL HEALTH GRANT FROM THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR THE SPRINGDALE POLICE DEPARTMENT

Police Chief Frank Gamble presented a Resolution accepting a law enforcement mental health grant from the Office of Community Oriented Policing Services (COPS) for the Springdale Police Department. The Springdale Police Department was awarded a COPS 2023 Law Enforcement Mental Health Grant in the amount of \$126,547.00.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A LAW ENFORCEMENT MENTAL HEALTH GRANT FROM THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR THE SPRINGDALE POLICE DEPARTMENT

WHEREAS, the Springdale Police Department was awarded a COPS 2023 Law Enforcement Mental Health Grant in the amount of \$126,547.00, and

WHEREAS, the Springdale Police Department is seeking the City Council's approval to accept the grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to accept and sign the grant agreement for a Community Oriented Policing Services (COPS) grant in the amount of \$126,547.00.

PASSED AND APPROVED this ____ day of November, 2023.

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 Fougrousse made the second.

The vote:

Yes: Fougrousse, Powell, Watson, Overton, Lawson, Bailey, Harriman

No: None

The Resolution was numbered 171-23.

RESOLUTION NO. 172-23 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR FIRE STATION #4

Council Member Brian Powell presented a Resolution authorizing the execution of a professional services agreement with Engineering Services, Inc. for engineering services for Fire Station #4 in an amount not to exceed \$123,700.00. This will be paid from the unrestricted general fund.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR FIRE STATION #4

WHEREAS, the City of Springdale is in need of engineering services associated with the proposed Fire Station #4, and

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project, and

WHEREAS, the price not to exceed amount for professional services shall be \$123,700.00.

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

5. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, INC. for engineering services associated with Fire Station #4, in an amount not to exceed \$123,700.00, which shall be paid from the unrestricted general fund.
6. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of November, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Powell, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Resolution was numbered 172-23.

RESOLUTION NO. 173-23 - AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR FIRE STATION #10 - 2023 BOND PROJECT NO. 23BPF1

Council Member Brian Powell presented a Resolution authorizing the execution of a professional services agreement with Engineering Services Inc. for engineering services for Fire Station #10 – 2023 Bond Project No. 23BPF1. This will be paid from 2023 bond proceeds.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR FIRE STATION #10 - 2023 BOND PROJECT NO. 23BPF1

WHEREAS, the City of Springdale is in need of engineering services associated with the proposed Fire Station #10, and

WHEREAS, Engineering Services, INC. was selected to provide engineering services for this project, and

WHEREAS, the price not to exceed amount for professional services shall be \$123,700.00.

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

7. The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Engineering Services, INC. for engineering services associated with Fire Station #10, in an amount not to exceed \$123,700.00, which shall be paid from 2023 bond proceeds.
8. Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of September, 2023.

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 Bailey made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 173-23.

ORDINANCE NO. 5899 – RELEASING, VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED ON LOT 13, LOGAN HEIGHTS SUBDIVISION (3632 LOGAN HEIGHTS DRIVE) IN SPRINGDALE, BENTON COUNTY, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a portion of a utility easement located on Lot 13, Logan Heights Subdivision, (3632 Logan Heights Drive) located in Springdale, Benton County, Arkansas; to declare an emergency and for other purposes.

The petitioners are Mario Araujo and Glenda Araujo.

There were no comments made at the public hearing.

After reading the title of the Ordinance, Council Member Watson moved the Ordinance “Do Pass”. Council Member Harriman made the second.

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Watson

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Lawson, Bailey, Harriman, Fougrousse, Powell, Watson, Overton

No: None

The Ordinance was numbered 5899.

ORDINANCE NO. 5900 – RELEASING, VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT ON LOT 11, MONTICELLO SUBDIVISION, (2342 WAVERLY LANE) LOCATED ON PROPERTY IN SPRINGDALE, BENTON COUNTY, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a portion of a utility easement located on Lot 11, Monticello Subdivision, (2342 Waverly Lane) located in Springdale, Benton County, Arkansas; to declare an emergency and for other purposes.

The petitioner is Charles Strickland.

There were no comments made at the public hearing.

After reading the title of the Ordinance, Council Member Watson moved the Ordinance “Do Pass”. Council Member Bailey made the second.

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Watson, Overton, Lawson

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Watson, Overton, Lawson, Bailey

No: None

The Ordinance was numbered 5900.

ORDINANCE NO. 5901 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH ON PROPERTY LOCATED ON CANNONBURY PLACE, LOT 56, THORNBURY SUBDIVISION, PHASE IV, WITHIN THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush on property located on Cannonbury Place, Lot 56, Thornbury Subdivision, Phase IV, Benton County. The property owners are Steve and Teresa Fisher.

After reading the title of the Ordinance, Council Member Lawson moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Fougrousse, Powell, Watson, Overton, Lawson, Bailey, Harriman

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

The vote:

Yes: Powell, Watson, Overton, Lawson, Bailey, Harriman, Fougrousse

No: None

The Ordinance was numbered 5901.

ORDINANCE NO. 5902 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 3601 FALCON ROAD WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 3601 Falcon Road within the City of Springdale, Washington County, Arkansas; and declaring an emergency. The owner is Kenneth L. Collins.

After reading the title of the Ordinance, Council Member Lawson moved the Ordinance “Do Pass”. Council Member Harriman made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Harriman, Fougrousse, Powell

No: None

Council Member Powell moved the Emergency Clause be adopted. Council Member Harriman made the second.

SPRINGDALE CITY COUNCIL
NOVEMBER 14, 2023

The vote:

Yes: Overton, Lawson, Bailey, Harriman, Fougrousse, Powell, Watson

No: None

The Ordinance was numbered 5902.

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 7:25 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer