

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

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

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mayor Doug Sprouse

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

1. *Large Print* agendas are available.

2. Call to Order – Mayor Doug Sprouse

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

4. Recognition of a Quorum.

5. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.

6. Approval of Minutes – January 25, 2022: **Minutes located at the back of Agenda. Pgs. 58-64**

7. **A Public Hearing** on a Petition to Abandon a Portion of a Utility Easement at 3403 Corsica Terrace. Presented by Ernest Cate, City Attorney.

8. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **10, 12, and 13.** Motion must be approved by two-thirds (2/3) of the council members).*

9. Appointments

A Resolution making an appointment to the Springdale Library Board. **Pgs. 1-2**

10. Ordinance Committee by Chairman Mike Overton

An Ordinance amending Chapter 22 of the Code of Ordinances of the City of Springdale, Arkansas. Presented by Mike Chamlee, Chief Building Official. Forwarded from Committee with recommendation for approval. **Pg. 3**

11. Finance Committee by Chairman Jeff Watson

- A. **A Resolution** authorizing the sale of property located at 5576 N. Oak Street to Guadalupe Masonry Homes, LLC. Forwarded from Committee with recommendation for approval. **Pg. 4-5**
- B. **A Resolution** to authorize a sub-award to Upskill NWA from the City of Springdale's American Recover Act Plan (ARPA) Funds to help fund a job training and workforce development program. Forwarded from Committee with recommendation for approval. **Pgs. 6-32**
- C. **A Resolution** to authorize the provision of Government services for the citizens of Springdale, Arkansas from the American Recover Plan Act (ARPA) Funds (Police). Forwarded from Committee with recommendation for approval. **Pg. 33-37**
- D. **A Resolution** to authorize the provision of Government services for the citizens of Springdale, Arkansas from the American Recover Plan Act (ARPA) Funds (Information Systems). **Pg. 38**

12. **An Ordinance** releasing, vacating, and abandoning a portion of a Utility Easement located on property in Springdale, Washington County, Arkansas, to declare an emergency, and for other purposes. Presented by Ernest Cate, City Attorney. **Pgs. 39-41**

13. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for 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. 42-57**

14. Comments from Council Members.

15. Comments from City Attorney.

16. Comments from Mayor

17. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT TO
THE SPRINGDALE LIBRARY BOARD**

WHEREAS, Joy Drummonds vacated her seat on the Springdale Library Board with a term set to expire on December 31, 2023, and

WHEREAS, the Springdale Library Board has recommended the appointment of Laurie Marshall to fill said seat and fulfill the remaining term that is set to expire on December 31, 2023, and

WHEREAS, Arkansas Code 13-2-502, provides for appointments to the Library Board by the Mayor with the approval of the City Council, and

WHEREAS, upon recommendation of the Library Board of the City of Springdale, the Mayor recommends the appointment of Laurie Marshall; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Laurie Marshall is appointed to the Springdale Library Board to fulfill the remaining term that is set to expire on December 31, 2023.

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Springdale Public Library

Library in the Park

January 31, 2022

Members of the Springdale Public Library Board have met in committee with candidates interested in serving on the Library Board. The seven-member Board has functioned with six members since December 2020 with the resignation of Joy Drummonds.

The Board has recommended Laurie Marshall, Springdale citizen to Mayor Sprouse to fill the position. Ms. Marshall has long been interested in community service and is a supporter of the library, arts, and downtown development.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 22 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Section 22-181, *et seq.*, of the Code of Ordinances of the City of Springdale, Arkansas, contains the Plumbing Code and the Fuel Gas Code for the City of Springdale, Arkansas;

WHEREAS, the City of Springdale, Arkansas, has previously adopted the 2006 Arkansas Plumbing Code and the 2006 Arkansas Fuel Gas Code; and

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt the 2018 Arkansas Plumbing Code and the 2018 Arkansas Fuel Gas Code;

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

Section 1: Section 22-181 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 22-181. Adoption; enforcement responsibility.

- (a) The city hereby adopts the ~~2006~~ 2018 Arkansas Plumbing Code by reference, as though set out herein word for word.
- (b) The city hereby adopts the ~~2006~~ 2018 Arkansas Fuel Gas Code by reference, as though set out herein word for word.
- (c) The Springdale Building Inspector or his designee shall be responsible for enforcing this code.

Section 2: A certain document, three (3) copies of which are on file in the office of the City Clerk and building official of the City of Springdale, being marked and designated as the "2018 Arkansas Plumbing Code" and the "2018 Arkansas Fuel Gas Code", be and are hereby adopted by the City of Springdale, Arkansas, and each and all of the regulations, provisions, penalties, conditions and terms of said Codes are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance.

Section 3: All other portions of Chapter 22 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 4: This Ordinance shall become effective sixty (60) days from passage.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, Guadalupe Masonry Homes, LLC, has made an offer to purchase the Property from the City for the sum of \$480,000.00;

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Guadalupe Masonry Homes, LLC, for the total sum of \$480,000.00.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

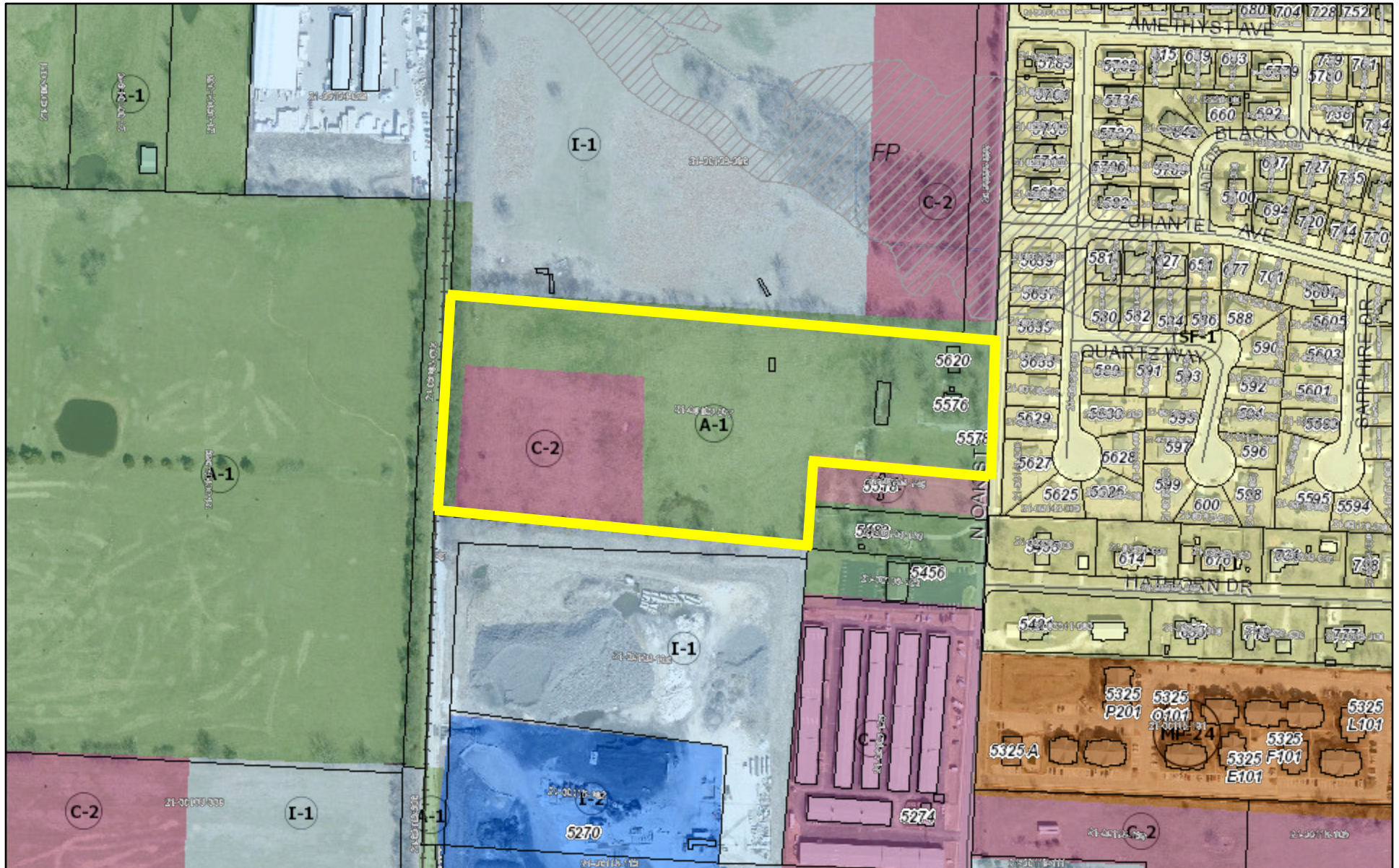
ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

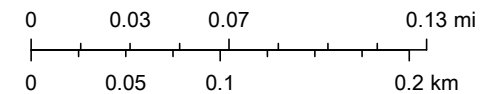
City of Springdale Zoning Map



January 26, 2022

- | | | | | |
|-------------------------------------|--------------------|--------------|-----------|---------------|
| Form-Based Code District Overlay | Benton Co. Parcels | STREAMS | LAKES | STREETS - ALL |
| S.E.E.D. Overlay District - Outline | SCHOOLS | MAIN CHANNEL | Buildings | INTERSTATE |
| Washington Co. Parcels | | TRIBUTARY | RAILROAD | RAMP |

1:4,000



City of Springdale, Clayton Sedberry

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A SUBAWARD TO UPSKILL NWA FROM THE CITY OF SPRINGDALE'S AMERICAN RECOVER PLAN ACT (ARPA) FUNDS TO HELP FUND A JOB TRAINING AND WORKFORCE DEVELOPMENT 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, citizens of the City of Springdale, Arkansas need job training and other assistance to move to jobs that provide better opportunities for economic advancement;

WHEREAS, Upskill NWA is launching a program to provide critical job training and placement services;

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that \$2,884,779 be awarded to Excellerate Foundation doing business as Upskill NWA for the purpose of the establishing and operating a workforce development and job placement program for the citizens of Springdale, Arkansas 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.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Grant Agreement

- 1. Purpose of Agreement.** This Agreement is made between City of Springdale, a municipal corporation (“the City”) incorporated pursuant to A.C.A 14-38-101 and Excellerate Foundation doing business as Upskill NWA (“Upskill” or “the Subrecipient”), an Arkansas nonprofit corporation, to set forth the terms and conditions under which the City will provide Upskill with \$2,884,779 as a grant to be used to pay or reimburse certain necessary expenditures incurred due to the COVID-19 emergency during the period of January 1, 2022 through December 31, 2026.
- 2. Local Fiscal Recover Funds.** The Local Fiscal Recovery Funds (LFRF) program was established in Section 603 of the American Rescue Plan Act (ARPA) (Public Law No. 117-2) signed into law on March 11, 2021. The LFRF program is administered by the United States Department of Treasury in order to provide metropolitan cities, non-entitlement units of local government, and counties with funds to mitigate the effects from the COVID-19 public health emergency. The City has received a LFRF grant which will be used to fund a subaward to Upskill.
- 3. Incorporation of Documents.** Attachment A (“Federal Terms”), Attachment B (“Certification”), Attachment C (“Scope of Work”), and Attachment D (“Subrecipient / Vendor Certifications”) are attached hereto and are made part hereof as if fully set forth herein.
- 4. Scope of Eligible Expenditures.** Grant funds may only be used to pay or reimburse eligible expenditures as described in Attachment A (“Federal Terms”) and as detailed in Attachment C (“Scope of Work”). No grant funds may be used to pay or reimburse costs reimbursed under any other federal or state program.
- 5. Subrecipient Responsibilities.** The grant funds provided herein are an allocation of the Local Fiscal Recovery Funds (LFRF), as created in Section 603, Public Law 117-2 (the American Rescue Plan Act or ARPA). Subrecipient agrees to administer the grant proceeds consistent with this Agreement, in accordance with the applicable provisions of ARPA, any future applicable guidance issued by the U.S. Department of Treasury or any other applicable federal provisions, as currently described at Attachment A. Subrecipient shall provide the City with the certification Attachment B that grant funds were used for eligible expenditures.
- 6. Authority to Contract.** Subrecipient assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Subrecipient’s governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subrecipient to act in connection with the application and to provide such additional information as may be required.
- 7. Access to and Maintenance of Records.** Subrecipient shall maintain internal controls, accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the City, consistent with Uniform Guidance as described in the Federal Terms and for a period of six (6) years after the payment date of the last expenditure to ensure proper accounting for all grant funds and compliance with this Agreement. Subrecipient acknowledges that records may be subject to disclosure under the Arkansas Freedom of Information Act, A.C.A. § 25-19-101 et seq.

Subrecipient shall agree that the City or any duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

8. Audit. If Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year including under this Agreement, Subrecipient shall procure and pay for a single audit or program-specific audit for that fiscal year. Upon completion of each audit, Subrecipient shall: (i) submit to the City the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor; (ii) submit to the City follow-up and developed corrective action plans for all audit findings. If Subrecipient expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year including this Agreement, Subrecipient shall notify the City they did not meet the single audit requirement.

9. Reporting. Within ten (10) days from the date of the final expenditures from the award, Subrecipient will provide to the City a report of all expenditures incurred and paid with LFRF award funds, including a list of required supplemental documents such as receipts, invoices, or statements to support all of the incurred expenses. In addition, the City may request from Subrecipient a brief narrative of expenditures, some questions regarding the impact of the LFRF award, and other information that may be required for the City to complete required U.S. Treasury reporting no later than fifteen (15) days from the payment date of the last expenditure.

10. Termination. Upon seven (7) days' notice, the City may terminate this agreement for convenience. Any unspent grant proceeds shall be immediately returned to the City.

11. Repayment of Funds. If Subrecipient has unspent grant proceeds on hand as of December 31, 2026, Subrecipient shall return all unspent grant proceeds to the City within ten (10) calendar days. If any funds provided to Subrecipient were used in a manner that is not consistent or allowable as outlined in this agreement or in Attachment A ("Federal Terms") or in Attachment C ("Scope of Work"), Subrecipient shall return funds to City in the amount determined to be ineligible.

12. Conflict of Interest. Subrecipient designees, agents, members, officers, employees, consultants, and any other public official who exercises or who has exercised any functions or responsibilities with respect to the program during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the program, are barred from any interest, direct or indirect, in any grant or proceeds of the program, or benefit there from, which is part of this Agreement at any time during or after such person's tenure.

13. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The venue of any suit or arbitration arising under this Agreement shall be in Washington County, Arkansas.

14. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein, with the exception of any future applicable guidance issued by the U.S. Department of Treasury, shall not be binding on either party, nor shall it be of any force or effect.

15. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

16. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

17. Subcontracting / Subawarding. None of the responsibilities or duties covered by this Agreement shall be subcontracted without the prior written approval of City. In the event subcontracting is approved by City, Subrecipient shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

No funds received pursuant to this Agreement shall be sub-awarded without prior written approval of City. In the event sub-awarding is approved by City, Subrecipient shall remain totally responsible for all actions and work performed by its sub-awardee. All approved sub-awardees must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

18. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

19. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.

20. Counterpart; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

21. Captions. The captions in this Agreement are included for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions contained within this Agreement.

22. Indemnification; Recoupment. Subrecipient shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its directors, officers, employees, and agents, from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of Subrecipient, its directors, officers, employees, or agents, relating in any way to the Subrecipient's performance under the Agreement. These indemnification obligations shall survive the termination of the Agreement. Subrecipient further agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Subrecipient's failure, for any reason, to comply with the terms of this Agreement.

23. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. This Agreement document

- b. Attachment A ("Federal Terms")
- c. Attachment D ("Subrecipient / Vendor Certifications")
- d. Attachment C ("Scope of Work")
- e. Attachment B ("Certification")

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY	SUBRECIPIENT
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

ATTACHMENT A - Federal Terms and Conditions

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall be physically amended to make such insertion or corrections.

LOCAL FISCAL RECOVERY FUNDS, SECTION 603 AMERICAN RESCUE PLAN ACT

The funds provided to Subrecipient are available under Public Law 117-2.

The Subrecipient certifies in good-faith that:

1. The Subrecipient will not abrogate existing collective bargaining agreements for the term of the grant and two (2) years after completion of the grant term; and
2. The Subrecipient will remain neutral in any union organizing effort for the term of the grant.

The Subrecipient certifies that the funds under this Agreement should only be used to cover costs that:

1. Are expenditures included in the proposed budget as defined in Attachment C ("Scope of Work"); and
2. Were incurred between January 1, 2022 and December 31, 2022.

ELIGIBLE EXPENDITURES

In general, the eligible expenditure categories include:

1. Respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes:
 - a. COVID-19 response and prevention
 - b. Public health and safety staff
 - c. Hiring state and local government staff
 - d. Assistance to unemployed workers
 - e. Contributions to state unemployment insurance trust funds
 - f. Small business assistance
 - g. Nonprofit assistance
 - h. Household assistance
 - i. Impacted industry assistance
 - j. Expenses to improve efficacy of public health or economic relief programs
 - k. Survivor's benefits
 - l. Disproportionately impacted populations and communities
2. Providing premium pay to eligible workers
3. Providing government services to the extent of a reduction in the recipient's general revenue
4. To make necessary investments in water or broadband infrastructure

INELEIGIBLE EXPENDITURES

In general, ineligible expenditures include, but are not limited to:

1. Deposits into pension funds
2. Offsets to reductions in net tax revenue
3. Expenses that would be ineligible as a result of pre-existing limitations provided in other Federal statutes and regulations
4. Expenses that were not procured in accordance with the provisions of the Uniform Administrative Requirements (2 CFR part 200)

PUBLICATIONS

Any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analysis, issued by Subrecipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statement:

“This project [is being] [was] supported, in whole or in part, by a Coronavirus Local Fiscal Recovery Fund grant awarded by the U.S. Department of Treasury.”

UNIFORM GUIDANCE. The Subrecipient understands that use of funds pursuant to this agreement must adhere to official federal guidance issued, or issued in the future, on what constitutes an eligible expenditure and to all requirements applicable to LFRF funds including applicable requirements of 2 C.F.R. §200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Part 180 OMB Guidelines to Agencies on government debarment and suspension (Non-Procurement).

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ATTACHMENT B – Certification

I, _____, am the _____ of Excellerate Foundation, and I certify that:

1. I have authority and approval from the governing body on behalf of Excellerate Foundation to accept proceeds from the City per the Agreement for Local Fiscal Recovery Funds by and between the City and Upskill from the City's allocation of the LFRF as created by Section 602, of Public Law 117-2 for eligible expenditures incurred between January 1, 2022 and December 31, 2022.
2. I understand that as additional federal guidance becomes available, an amendment to the agreement between the City and Excellerate Foundation may become necessary and agree to execute necessary amendments.
3. I understand the City will rely on this certification as a material representation in processing reimbursements or payment requests.
4. I certify the use of funds submitted for reimbursement or payment from the LFRF Fund under this contract were used only to cover those costs that:
 - a. Are expenditures incurred pursuant to the defined scope in Attachment C ("Scope of Work");
 - b. Were paid during the period that begins on January 1, 2022 and ends on December 31, 2026.
5. I certify the use of funds submitted for reimbursement from the LFRF under this grant were used only to cover costs of carrying out activities directly benefiting the organization within the scope and objectives of this grant or for internal, administrative costs necessary due to the public health emergency.
6. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Treasury as described in Attachment A to the Agreement and certify costs meet the required guidance. Any funds expended by Excellerate Foundation in a manner that does not adhere to official federal guidance shall be returned to the City.
7. I understand that Excellerate Foundation receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the City upon request and may be subject to audit.
8. I understand any funds provided pursuant to this certification cannot be used for expenditures for which Excellerate Foundation or Upskill have received any other emergency COVID-19 supplemental funding whether state, federal or private in nature, for that same expense.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. And punishment under federal law.

Printed Name

Signature

Title

Date

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ATTACHMENT C – Scope of Work

Section 602 of the American Rescue Plan Act (ARPA) established the Coronavirus Local Fiscal Recovery Fund (“LFRF”) to be used to make payments for specified uses to local governments. As specified in ARPA, grants were made to local government entities to address the public health and related economic impacts of the COVID-19 emergency. City of Springdale received a direct allocation of these funds from the U.S. Treasury.

The Excellerate Foundation doing business as Upskill NWA (“Upskill”) has proposed a workforce development and job training initiative (“the Program”) to connect residents with educational opportunities to increase their skill sets and direct placement into medium- and high-wage positions. Upskill seeks to fund this Program through local government and state grants, private donations, and contributions from participating employers.

Program Description

The Program will provide assistance with tuition and all academic needs and fees, as well as connecting participants to or providing for additional wraparound services (e.g., rental assistance, childcare, transportation, etc.) that will allow the participants to attend classes regularly. It will also provide Career Navigators that will mentor, motivate, and work with each participant to develop “life skills” (e.g., time management, teamwork, financial literacy, credit counseling) to better their chances of success.

Partner employers—with an initial focus on healthcare—will place Upskill NWA graduates in the jobs they've trained for within three months of graduation. Graduates commit to taking an appropriate job offered by any of the partner employers and to stay in that position for at least two years, ensuring that the region gets the trained, skilled workforce that it so desperately needs.

The partner educational institutions are committed to working together to not only spur the capital investment needed to significantly increase the amount of medical training facilities available at multiple campuses, but also to collaborate on ways to work together more closely, leverage each other's resources, and provide as many of these training opportunities as possible to lower-income families from across the region.

By engaging the for profit and nonprofit healthcare employers, building collaboration between educational institutions, and unifying support among philanthropic, state, and local government stakeholders, Northwest Arkansas has a unique opportunity to transform the health, wellbeing, and prosperity of its people for generations to come.

Program Outputs

The Program will deliver key outputs for the Northwest Arkansas community, including:

- Providing low-income households with the resources they need to train for high demand, living wage jobs.
- Jump start the growth of the local labor force for the region’s most vibrant industries, with an emphasis on critical healthcare and paramedicine jobs.
- Expand educators’ capacity to address the most vital gaps in the local workforce.
- Enlist cross-sector support through public / private partnerships to ensure the success of healthcare transformation in Northwest Arkansas.

Program Outcomes

Upskill graduates placed with a partner employer will have either their annual household income increase to at least 80% AMI (approximately \$50,000) or their annual individual income will increase by at least \$15,000. Meanwhile, those employers will gain the new, steady stream of paramedical workers that they need to keep up with the growing healthcare demands of the region.

Using IMPLAN, a premier economic impact assessment tool used nationwide, a \$6.5M investment by local government entities would result in a return of \$15M in five years and \$115M in ten years, due to the incremental increase in disposable income among graduates, intergenerational effects in regard to college attendance, and increased tax revenues and other impacts on local GDP.

The success of this effort would also provide a qualitative model for other regional collaborative initiatives that could have effects similar in scope, whether expanding job training to other high demand industries or other new, innovative ideas that might have once seemed impossible.

Performance Metrics

Throughout the term of the Program the City and Upskill will track and report on certain performance metrics. Effort should be made to include metrics that identify the extent to which the Program serves disadvantage communities with the City. Performance metrics include:

- Student enrollments and graduations for City of Springdale residents.
- Employee and educator partnership participation.
- Job placements for City of Springdale residents.
- Change in annual household income of graduates in the City of Springdale.
- Retention and turnover of participating employers.
- Net economic impact.

Program Funding

The proposed funding sources include local and state grants, private donations, and contributions from employer partners. Upskill reserves the right to enforce reduction in the Program in the event funds are not fully raised. Upskill will notify the City of any edits to the budget on a regular basis.

Upskill NWA Funding Sources				
	Program		Infrastructure	Total
Local Government				
Benton County	\$	2,246,791		\$ 2,246,791
Rogers		485,275		485,275
Bentonville		287,731		287,731
Washington County		1,925,203		1,925,203
Springdale		884,779	2,000,000	2,884,779
Fayetteville		742,223		742,223
State Government			3,000,000	3,000,000
Philanthropy		3,000,000	10,000,000	13,000,000
Employer Partners		4,936,956		4,936,956
Total	\$	14,508,958	\$ 15,000,000	\$ 29,508,958

The City is committing to funding the annual program expenditures for City of Springdale residents to participate in the Program. Additionally, the City is funding the construction costs of the Allied Health Building of Northwest Technical Institute and the expansion of the Washington County campus of Northwest Arkansas Community College.

City of Springdale Schedule of Payments for Upskill NWA			
Installment	Amount	Requirement	Date
#1	\$2,176,955.80	Signed grant agreement and letter request for distribution \$176,955.80 for one year of program expenses for Springdale residents that participate in Upskill NWA. \$2,000,000 for the construction of the Allied Health Building of Northwest Technical Institute and the expansion of the Washington County campus of Northwest Arkansas Community College (both to be completed by 12/31/XXXX).	On or about X/X/2022
#2	\$176,955.80	Satisfaction of the City to the accuracy and transparency of the ongoing reporting provided by Sub-grantee's web portal and any supplementary information the City may request (within HIPAA guidelines). \$176,955.80 for one year of program expenses for Springdale residents that participate in Upskill NWA.	1/15/23
#3	\$176,955.80	Satisfaction of the City to the accuracy and transparency of the ongoing reporting provided by Sub-grantee's web portal and any supplementary information the City may request (within HIPAA guidelines). \$176,955.80 for one year of program expenses for Springdale residents that participate in Upskill NWA.	1/15/24
#4	\$176,955.80	Satisfaction of the City to the accuracy and transparency of the ongoing reporting provided by Sub-grantee's web portal and any supplementary information the City may request (within HIPAA guidelines). \$176,955.80 for one year of program expenses for Springdale residents that participate in Upskill NWA.	1/15/25
#5	\$176,955.80	Satisfaction of the City to the accuracy and transparency of the ongoing reporting provided by Sub-grantee's web portal and any supplementary information the City may request (within HIPAA guidelines). \$176,955.80 for one year of program expenses for Springdale residents that participate in Upskill NWA.	1/15/26

Eligible Expenditures

The grant funds must be used to support Upskill's activities in support of workforce development and job placement for residents of the City. The use of funds must comply with all federal requirements set for the Treasury's Local Fiscal Recovery Fund (detailed in Attachment A "Federal Terms"). Expenditures must be paid in the period from January 1, 2022 through December 31, 2022, and must be recorded and documented using the generally accepted accounting principles and the provisions of Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Grant Documentation and Reporting

During the term of this Agreement, Upskill must work with the City, the City's consultants and other partners in submitting the following reports and actions by the dates identified, respectively, or as otherwise required at the discretion of the City. Upskill must report all sources and used of all amounts expended and other information determined by the U.S. Department of Treasury. This information will be reflected on the Monthly Progress Reports the Subrecipients will be required to submit to the City.

Monthly Progress Reports: Upskill will submit a performance report that reflects all activities and expenditures from a given month according to an agreed upon format. Any activity for advanced funds provided to the Subrecipient must be included and documented to the level required. A narrative of the progress of projects or programs may be required.

Parties shall provide information as requested by City for purposes of reporting to federal and state entities including but not limited to U.S. Department of Treasury's quarterly report. City may require more frequent and detailed financial reporting than what is described above. Such guidelines, if needed, will be provided by City at a later date during the term of this Agreement.

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ATTACHMENT D – Subrecipient Certifications

The following certifications and provisions are required and apply when CITY OF SPRINGDALE (City) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Agreement between the City and Upskill (“Subrecipient”) in all situations where Subrecipient has been paid or will be paid with federal funds. Please initial each to certify your agreement.**

REQUIRED CONTRACT PROVISIONS OR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Subrecipients violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the City expends federal funds, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

- B. Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when the City expends federal funds, the City reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Subrecipient in the event Subrecipient fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. the City also reserves the right to terminate the contract immediately, with written notice to Subrecipient, for convenience, if the City believes, in its sole discretion that it is in the best interest of the City to do so. Subrecipient will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the agreement is terminated for convenience of the City. Any award under this procurement process is not exclusive and the City reserves the right to purchase goods and services from other Subrecipients when it is in the City's best interest.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

- C. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

During the performance of this contract, the Subrecipient agrees as follows:

- 1) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- 4) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 7) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In

addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

D. Compliance with the Davis-Bacon Act.

- 1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2) Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, Subrecipients are required to pay wages not less than once a week.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

E. Compliance with the Copeland Anti-Kickback Act.

- 1) Subrecipient. The Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as Treasury may, by appropriate instructions, require and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractors with all of these contract clauses.
- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Subrecipient and subcontractor as provided in 29 C.F.R. § 5.12."

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

F. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

- 1) **Overtime requirements.** No Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Subrecipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other Federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The Subrecipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Pursuant to Federal Rule (F) above, when the City expends federal funds, Subrecipient certifies that Subrecipient will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the City resulting from this procurement process.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

- G. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (G) above, when federal funds are expended by the City, Subrecipient certifies that during the term of an award for all contracts by the City resulting from this procurement process, Subrecipient agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

H. Clean Air Act and Federal Water Pollution Control Act.

Clean Air Act

- 1) The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

- 1) The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Pursuant to Federal Rule (H) above, when federal funds are expended by the City, Subrecipient certifies that during the term of an award for all contracts by the City resulting from this procurement process, Subrecipient agrees to comply with all applicable requirements as referenced in Federal Rule (H) above.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

I. Suspension and Debarment.

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subrecipient is required to verify that none of the Subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Pursuant to Federal Rule (I) above, when federal funds are expended by the City, Subrecipient certifies that during the term of an award for all contracts by the City resulting from this procurement process, Subrecipient certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

- J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)- Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal awarding agency.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the City, Subrecipient certifies that during the term and after the awarded term of an award for all contracts by the City resulting from this procurement process, the Subrecipient certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation , renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

K. Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by the City, Subrecipient is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such

organizations as the Small Business Administration and the Minority Business and Development Agency of the Department of Commerce.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

L. Access to Records – 2 CFR § 200.337

- 1) The Subrecipient agrees to provide City of Springdale), the Treasury Administrator, the Inspector General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Subrecipient agrees to provide the Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with the Disaster Recovery Act of 2018, the City and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Treasury Administrator or the Inspector General of the United States.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

M. Record Retention Requirements for Contracts Involving Federal Funds

When federal funds are expended by the City for any contract resulting from this procurement process, Subrecipient certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Subrecipient further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

N. Domestic Preferences for Procurements – 2 CFR § 200.322

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in

all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

O. Procurement of Recovered Material

- 1) In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Pursuant to Federal Rule (M) above, when federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Subrecipient certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

**P. Prohibition on Contracting for Covered Telecommunications Equipment or Services –
2 CFR § 200.216**

See APPENDIX A.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

ADDITIONAL PROVISIONS

CONTRACT CHANGES OR MODIFICATIONS

Changes: Subrecipient agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Subrecipient agrees that Treasury financial assistance will be used to fund the Agreement. The Subrecipient will comply with all applicable federal Law, regulations, executive orders, Treasury policies, procedures, and directives.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Subrecipient, or any other party pertaining to any matter resulting from the contract.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract.

Does Subrecipient agree? YES _____ Initials of Authorized Representative of Subrecipient

SUBRECIPIENT AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUBRECIPIENT CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC., AS SPECIFICALLY NOTED ABOVE.

Subrecipient's Name:

Address, City, State, and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:_____

APPENDIX A

Contract Provision Regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the Subrecipient and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
 - (1) This clause does not prohibit Subrecipients from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
 - (1) In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Subrecipient is notified of such by a subcontractor at any tier or by any other source, the Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PROVISION OF
GOVERNMENT SERVICES FOR THE CITIZENS OF
SPRINGDALE, ARKANSAS FROM THE AMERICAN
RECOVER PLAN ACT (ARPA) FUNDS

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

WHEREAS, the City of Springdale, Arkansas has experienced a reduction in revenues as a result of the COVID-19 global pandemic;

WHEREAS, the City of Springdale, Arkansas continued to provide essential services to its residents throughout the COVID-19 pandemic;

WHEREAS, the City of Springdale, Arkansas will continue to provide essential services to its residents; and

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the \$9,236,788 American Rescue Plan Act (ARPA) funds designated as lost revenue to purchase twelve (12) police vehicles and outfit the same for the purpose of marked patrol.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of \$100,247.84 to the provision of government services for the citizens of Springdale, Arkansas for the purpose of outfitting twelve (12) new marked police patrol vehicles in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Completed 12-21-21 (24-SA315P)

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	405233-D
Customer No.	SPRNGDALE

Bill To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

Ship To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

Contact: lester cogger
Telephone: 479-751-4542

E-mail: lcogger@springdalear.gov

Contact: lester cogger
Telephone: 479-751-4542

E-mail: lcogger@springdalear.gov

E-mail: lcofer@springdalear.gov						E-mail: lcofer@springdalear.gov					
Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
08/26/21		GROUND SHIPMENT		QUOTED FREIGHT				NET30			
Entered By			Salesperson			Ordered By			Project Name		
Cody Craig			Cody Craig - Little Rock			J.B.					
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price		Extended Price		
12	12	Y	GB2SP3BT LEGACY WC54" BW/BW/BW/BW PROMO W/TD Warehouse: DROP Vin #:				1,350.0000		16,200.00		
12	12	Y	CANCTL6 WEC CANTROL REMOTE ROTARY SWITCH CONTROL HEAD ONLY Warehouse: ROCK Vin #: p/n # 01-0687496-01C NO CHARGE IF ORDERED WITH CENCOM CARBIDE AMP *****				0.0000		0.00		
12	12	Y	CCSRN5 WEC CARBIDE AMP CONTROL MOD W/CANPORT OBDII INTRFACE M Warehouse: ROCK Vin #: ORDER CONTROL HEAD SEPERATELY ORDER INSTALLATION KIT SEPERATELY DOES NOT HAVE TRAFFIC ADVISOR CONTROL MODULE *****				659.0000		7,908.00		
12	12	Y	SAK66P WEC SA315P BKT FORD 2020 PIUT PASS SIDE Warehouse: ROCK Vin #:				10.0000		120.00		

Print Date	12/21/21
Print Time	02:01:27 PM
Page No.	1

Printed By: Cody Craig

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	405233-D
Customer No.	SPRNGDALE

Bill To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

Ship To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

Contact: lester coger
Telephone: 479-751-4542
E-mail: lcoger@springdalear.gov

Contact: lester coger
Telephone: 479-751-4542
E-mail: lcoger@springdalear.gov

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
08/26/21		GROUND SHIPMENT		QUOTED FREIGHT				NET30	
Entered By			Salesperson			Ordered By		Project Name	
Cody Craig			Cody Craig - Little Rock			J.B.			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
24	24	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: ROCK Vin #: MOUNTING BRACKET SOLD SEPERATELY- *****				145.0000	3,480.00	
12	12	Y	STPKT105 WEC STRAPKIT 105 Warehouse: ROCK Vin #:				25.0000	300.00	
24	24	Y	MCRNTB Whelen Micron Stud Mount - Blue Warehouse: ROCK Vin #:				81.0000	1,944.00	
12	12	Y	425-6508 FORD PI UTILITY 2020 CONSOLE W/BUILT IN PRTR MNT Warehouse: DROP Vin #: cencom faceplate apx 6500 with 05 control head				494.0000	5,928.00	
12	12	Y	425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: DROP Vin #:				41.0000	492.00	
12	12	Y	425-6411 JD ADJUSTABLE ARMREST, UNIVERSAL MOUNT Warehouse: DROP Vin #:				84.0000	1,008.00	

Print Date	12/21/21
Print Time	02:01:27 PM
Page No.	2

Printed By: Cody Craig

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	405233-D
Customer No.	SPRNGDALE

Bill To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

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E-mail: icoger@springdalear.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/26/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		Cody Craig - Little Rock	J.B.		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
12	12	Y	425-6164 JOTTO DOUBLE CIGAR OUTLET W/ USB OUTLETS Warehouse: DROP Vin #:	71.5000	858.00
12	12	Y	425-5542-5182 JD UNIVERSAL CONSOLE SIDE MOUNT WITH GK PLATE Warehouse: DROP Vin #:	251.0000	3,012.00
12	12	Y	425-5542/5182 P1826UINT20AOSB PG PRO-CELL DUAL COMPARTMENT Warehouse: DROP Vin #:	2,474.0000	29,688.00
12	12	Y	Full Partition, Transport Seat, Floor Pan, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Poly Window Cargo Barrier, & Outboard Seat Belts 475-0850 JD SINGLE GUN RACK / HCK KEY Warehouse: DROP Vin #:	325.0000	3,900.00
12	12	Y	BI-ST26 BI SUPER THIN SURFACE MT LIGHTHEAD amber/blue BlueAmber Warehouse: DROP Vin #:	80.0000	960.00
12	12	Y	SH-IN2440 5-1 shark fine antenna package, 2 LTE, 2 WiFi, 1 GPS Warehouse: DROP Vin #:	351.0000	4,212.00

Print Date	12/21/21
Print Time	02:01:27 PM
Page No.	3

Printed By: Cody Craig

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	405233-D
Customer No.	SPRNGDALE

Bill To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

Ship To
SPRINGDALE POLICE DEPARTMENT 201 SPRING ST SPRINGDALE, AR 72764

Contact: lester cogger
Telephone: 479-751-4542
E-mail: lcogger@springdalear.gov

Contact: lester cogger
Telephone: 479-751-4542
E-mail: lcogger@springdalear.gov

E-mail: rcoyer@springdalecar.gov

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
08/26/21	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Project Name	
Cody Craig		Cody Craig - Little Rock	J.B.		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
12	12	Y	MA1-0900600M-NNA ROK NetCloud Mobile Essentials Package Warehouse: DROP Vin #: with IBR900-600M-NPS 1-yr	671.0000	8,052.00
12	12	Y	CCSRN4DA WEC EXTERNAL AMPLIFIER Warehouse: DROP Vin #:	170.0000	2,040.00
12	12	Y	SAK66D WEC SA315P BKT FORD 2020 PIUT DRIVER SIDE Warehouse: DROP Vin #:	10.0000	120.00
Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days					

Print Date	12/21/21
Print Time	02:01:27 PM
Page No.	4

Printed By: Cody Craig

Subtotal	90,222.00
Freight	1,120.00
9.750 % Sales Tax	8,905.84
Order Total	100,247.84

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PROVISION OF
GOVERNMENT SERVICES FOR THE CITIZENS OF
SPRINGDALE, ARKANSAS FROM THE AMERICAN
RECOVER PLAN ACT (ARPA) FUNDS

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

WHEREAS, the City of Springdale, Arkansas has experienced a reduction in revenues as a result of the COVID-19 global pandemic;

WHEREAS, the City of Springdale, Arkansas continued to provide essential services to its residents throughout the COVID-19 pandemic;

WHEREAS, the City of Springdale, Arkansas will continue to provide essential services to its residents; and

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the \$9,236,788.00 American Rescue Plan Act (ARPA) funds designated as lost revenue to purchase hardware and other equipment related to information technology in order to continue to provide essential services to the citizens of the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of a price not to exceed \$250,000 to the provision of government services for the citizens of Springdale, Arkansas for the purpose of purchasing needed hardware and other equipment related to information technology in order to continue to provide essential services to the citizens of the City of Springdale in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this 8th day of February, 2022

Doug Sprouse, Mayor

ATTEST:

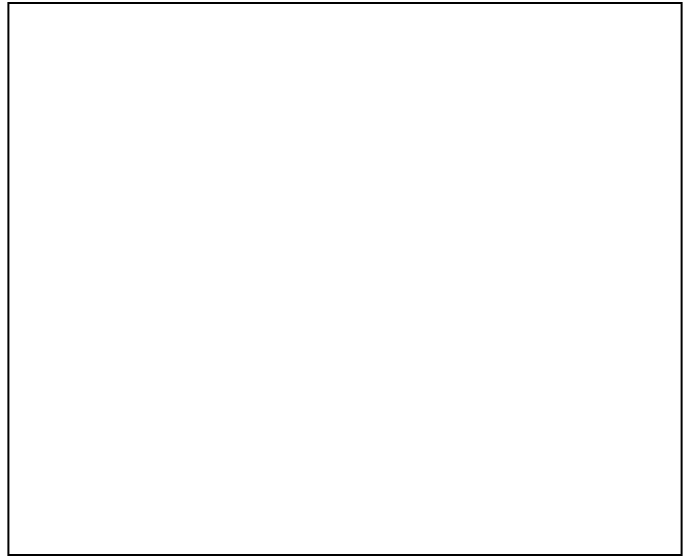
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
PORTION OF A UTILITY EASEMENT
LOCATED ON PROPERTY IN
SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS, TO DECLARE
AN EMERGENCY AND FOR OTHER
PURPOSES.**



WHEREAS, Luis Miguel Leonardo Verde and Josseline Mariene Montes Trevino have petitioned for the abandonment of a portion of a utility easement on Lot 27, Renaissance East Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on plat record in Book 23, at Page 29, records of Washington County, Arkansas, and more particularly described in Section 1 below;

WHEREAS, after legal notice of the hearing was published as required by law, a hearing was held on the matter in front of the Springdale City Council, and at the hearing the City Council made the following findings: That all utility companies have filed their written consents to the releasing, vacating and abandoning a portion of the utility easement as shown on the copy of the plat incorporated by reference and said copy and consents are on file in the office of the City Clerk for the City of Springdale, Arkansas;

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

Section 1: That the City of Springdale, Arkansas hereby releases, vacates and abandons all of their rights, together with the rights of the public generally, in the property described as follows:

Commencing at an existing rebar marking the Southeast Corner of Lot 27. Thence along the South line of said Lot, North 87 degrees 27 minutes 08 seconds West, 30.00 feet to a point on a 30.00 foot Building Setback line. Thence leaving said South line and along said Building Setback line, North 02 degrees 39 minutes 38 seconds East, 34.30 feet to the Point of Beginning. Thence continue along said Building Setback line, North 02 degrees 39 minutes 38 seconds East, 28.01 feet. Thence leaving said Building Setback line, South 86 degrees 10 minutes 12 seconds East, 14.63 feet. Thence South 03 degrees 49 minutes 48 seconds West, 28.00 feet. Thence North 86 degrees 10 minutes 12 seconds West, 14.06 feet to the Point of Beginning, containing 401.62 square feet and subject to any easements of record.

Tax Parcel No.: 815-35688-000
Address: 3403 Corsica Terrace

A survey showing the property abandoned is hereby incorporated by reference.

Section 2: 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 8th day of February, 2022.

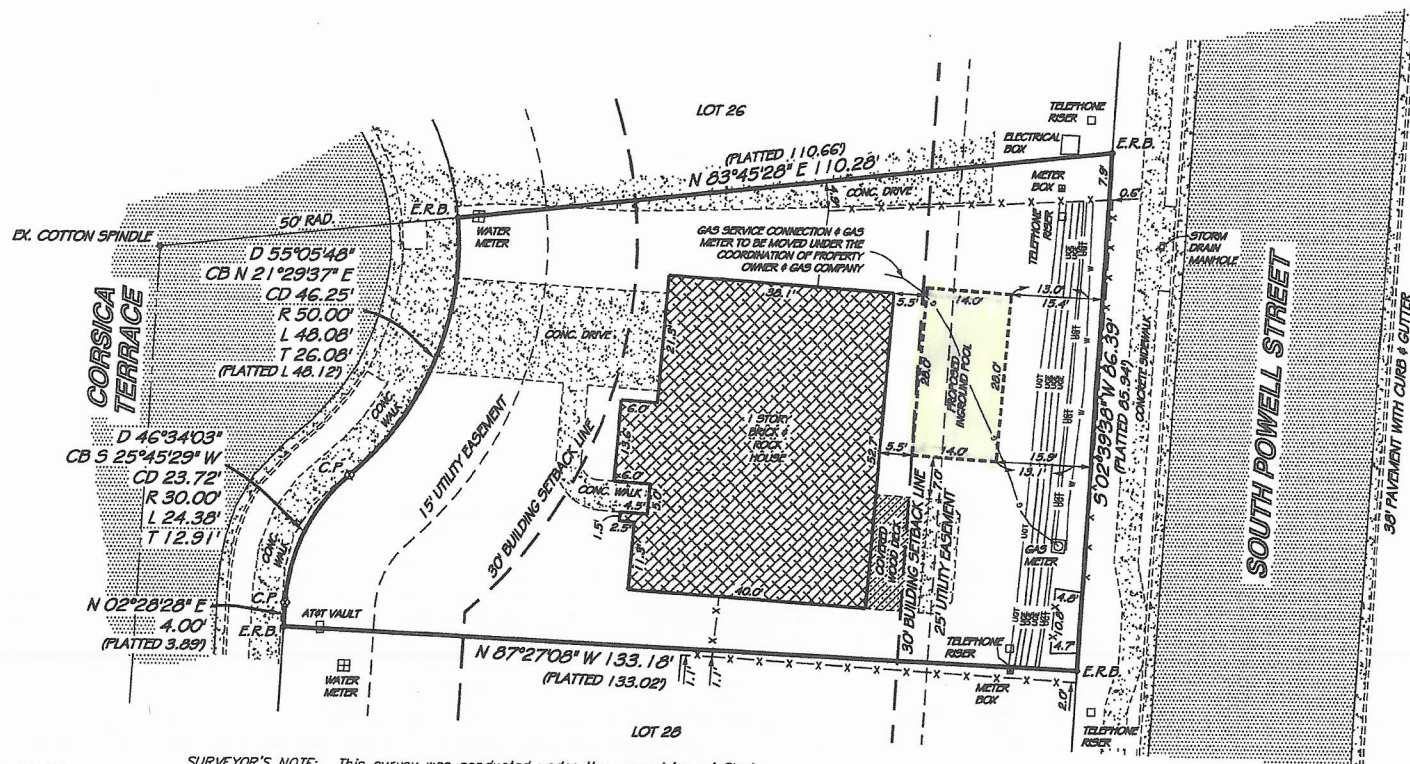
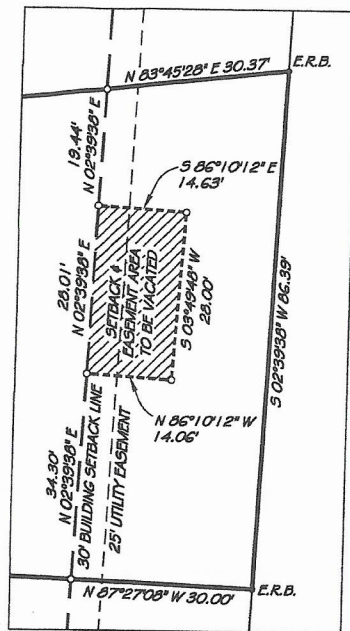
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



Satterfield Land Surveyors P.A., Copyright 2021

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, or Ricky Hill, No. 1443, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if Requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

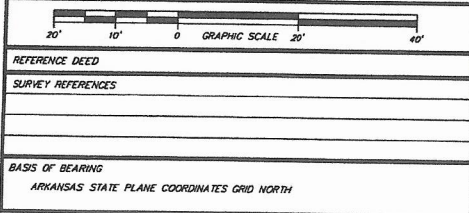
NOTE: UTILITIES LOCATED PER ARKANSAS ONE CALL LOCATE TICKET #201925-0038.

PROPERTY ADDRESS:
3403 CORSICA TERRACE
SPRINGDALE, AR. 72764

WASHINGTON COUNTY, ARKANSAS
SURVEY OF
LOT 27, RENAISSANCE EAST SUBDIVISION
SPRINGDALE, ARKANSAS

FOR USE BY: LUIS LEONARDO

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>



- LEGEND**
- S.R.B. = SET 1/2" REBAR W/ CAP
 - S.P.A.K. = SET P.R. NAIL
 - S.R.S. = SET RAILROAD SPIKE
 - S.N. = SET NAIL
 - E.R.B. = EXISTING REBAR
 - E.I.P. = EXISTING IRON PIN
 - E.P.A.K. = EXISTING P.R. NAIL
 - E.R.S. = EXISTING RAILROAD SPIKE
 - E.N. = EXISTING NAIL
 - = EXISTING GOVERNMENT MONUMENT
 - = EXISTING STONE
 - ▲ = EXISTING STATE MONUMENT
 - △ = EXISTING R/W MARKER
 - = EXISTING FENCE
 - ⊗ = CORRUPTED POINT
 - = FENCE CORNER

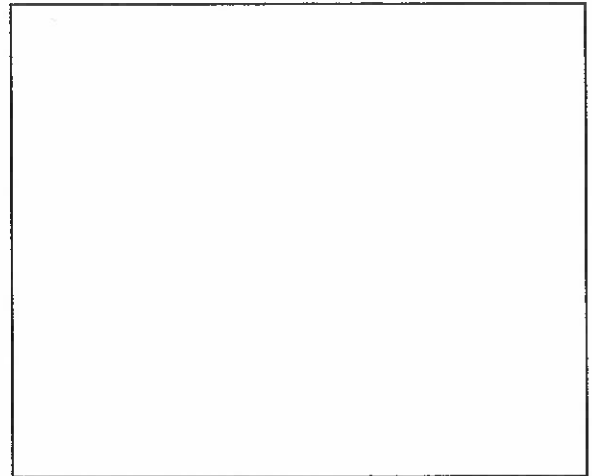
SURVEYOR'S DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

DRAWN BY: D.E.R.
SCALE: 1" = 20'
DATE: 10/2/21
JOB NO. 46,595

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:	Carole Palesotti, Josh Stamps, Jeremy Stamps, and Kenneth Powell
LEGAL DESCRIPTION:	Lot Number 4 in Block Number 2 in West Huntsville Addition to the City of Springdale, Washington County, Arkansas
LAYMAN'S DESCRIPTION:	705 Buford St.
PARCEL NO.:	815-26784-000

PROPERTY OWNER:	Brick City Capitol
LEGAL DESCRIPTION:	Lots 8, 9, 10,11, 12 and 35 feet of equal and uniform width the West side of Lot 13, in Block 5, of the Picnic Addition, to the City of Springdale, Washington County, Arkansas.
LAYMAN'S DESCRIPTION:	612 E. Allen
PARCEL NO.:	815-24897-000

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:

\$650.39 clean-up costs and \$22.53 administrative costs – 705 Buford (815-26784-000)
\$340.00 clean-up costs and \$30.06 administrative costs- 612 E. Allen (815-24897-000)

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;

J:LyndaBel/2022 files/ordinances/clean-up

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:

\$672.92, plus 10% for collection – 705 Buford (Parcel No.815-26784-000)

\$370.06 plus 10% for collection – 612 E. Allen (Parcel No. 813-24897-000)

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 8th day of February, 2022.

Doug Sprouse, Mayor

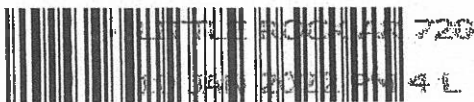
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 4536 8278 7658 18

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*



OFFICE OF THE
CITY ATTORNEY
206 NORTH SPRING STREET Blair St.
SPRINGDALE, ARKANSAS 72764

612 East 006m

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Arvest Bank
Registered Agent Kate Davidson
Hilburn, Calhoun, and Harper
One Riverfront Plaza, Suite 800
North Little Rock, AR 72114



9590 9402 4536 8278 7658 18

Article Number (Transfer from service label)

7019 2970 0000 7254 5943

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Brittany LeDet
B. Received by (Printed Name)
BRITTANY LEDET

☒ Agent
☐ Addressee

C. Date of Delivery

1/10/22

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

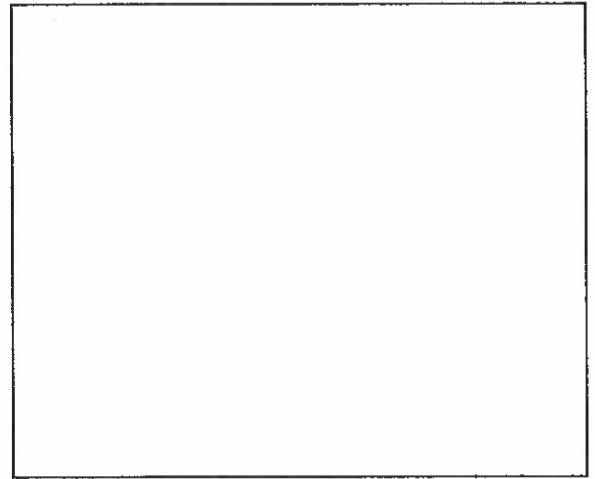
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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:	Carole Palesotti, Josh Stamps, Jeremy Stamps, and Kenneth Powell
LEGAL DESCRIPTION:	Lot Number 4 in Block Number 2 in West Huntsville Addition to the City of Springdale, Washington County, Arkansas
LAYMAN'S DESCRIPTION:	705 Buford St.
PARCEL NO.:	815-26784-000

PROPERTY OWNER:	Brick City Capitol
LEGAL DESCRIPTION:	Lots 8, 9, 10,11, 12 and 35 feet of equal and uniform width the West side of Lot 13, in Block 5, of the Picnic Addition, to the City of Springdale, Washington County, Arkansas.
LAYMAN'S DESCRIPTION:	612 E. Allen
PARCEL NO.:	815-24897-000

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:

\$650.39 clean-up costs and \$22.53 administrative costs – 705 Buford (815-26784-000)
\$340.00 clean-up costs and \$30.06 administrative costs- 612 E. Allen (815-24897-000)

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;

J:LyndaBel/2022 files/ordinances/clean-up

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:

\$672.92, plus 10% for collection – 705 Buford (Parcel No.815-26784-000)
\$370.06 plus 10% for collection – 612 E. Allen (Parcel No. 813-24897-000)

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 8th day of February, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



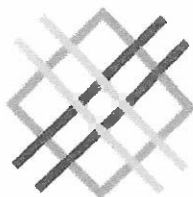
Ernest B. Cate, CITY ATTORNEY

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov



SPRINGDALE™

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

Lynda Belvedersi
Administrative Legal Assistant
lbelvedresi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

January 5, 2022

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

Brick City Capital LLC 5936
5113 W. Ridgebury Place
Fayetteville, AR 72704

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Arvest Bank
Registered Agent Kate Davidson
Hilburn, Calhoon, Harper 5943
One Riverfront Place, Suite 800
North Little Rock, AR 72114

RE: Notice of clean-up lien on property located at 612 E. Allen, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-24897-000

Dear Property Owner/Lienholder:

On November 11, 2021, notice was posted on property located at 612 E. Allen, 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 June 7, 2021, 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 December 7, 2021. As of this date, the total costs incurred by the City of Springdale to clean this property are \$340.00. 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 February 8, 2022, 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, February 8, 2022, 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.

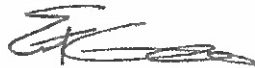
Please remit the total sum of \$355.06, which includes \$340.00 for cleaning up the property and \$15.06 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Lynda Belvedresi, Springdale City 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 Brick City Capital LLC 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 Cate
City Attorney

Enclosures
EC:lb



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 4536 8278 7658 18

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



OFFICE OF THE
CITY ATTORNEY
206 NORTH SPRING STREET Blair St.
SPRINGDALE, ARKANSAS 72764

612 East Allen

SENDER: COMPLETE THIS SECTION

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

1. Addressee Addressed to:

Arvest Bank
Registered Agent Kate Davidson
Hilburn, Cathoon, and Harper
One Riverfront Plaza, Suite 800
North Little Rock, AR 72114



9590 9402 4536 8278 7658 18

Article Number (Transfer from service label)

7019 2970 0000 7254 5943

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Brittany Legett

X Agent

□ Addressee

B. Received by (Printed Name)

BRITTANY LEGETT

C. Date of Delivery

1/10/22

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

3. Service Type

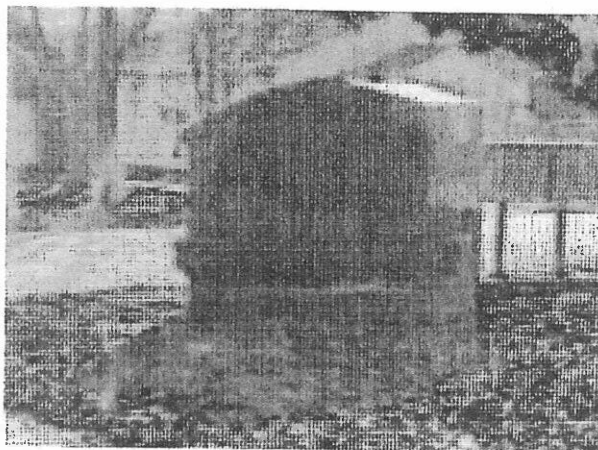
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



CITY ABATEMENT-2021 - Tuesday, December 07, 2021 9:51:00 AM (RANDY-CODE 4)

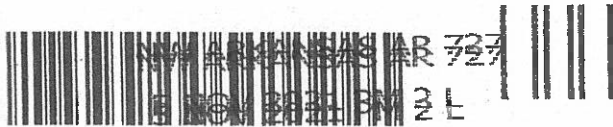
User Name RANDY-CODE 4
User # 4792634221
Form Started 12/7/2021 9:51:00 AM
Form Submitted 12/7/2021 9:53:15 AM
Property Address 612 E Allen
Before Picture Attached Data



Type of Abatement Lien
Date of Abatement Tuesday, December 07, 2021 9:51:00 AM
Officer on Site- R. Glenn
Labor Rate Recovery
Employee Cesar Villalobos
CV Benefit Rate \$21.68
Method of Compliance
1 Method of Compliance Property Clean Up - Junk and Trash
Equipment Used
Equipment 660/652 New Bulky Waste Truck
660 New Bulky Waste Truck \$200.00
Time of Abatement in Hours 1
Number of Temporary Laborers 0
Temporary Labor Rate Recovery 0.00
Employee labor recovery per hour 21.68
Total Employee Cost 21.68
Equipment Cost per hour 200.00
Total Equipment Cost 200.00
Disposal Cost Recovery \$118.32

Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	340.00
Items Removed from Property	Indoor furniture
Final Photos	Attached Data





First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5688 9346 5656 29

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Carole Palesotti, Josh Stamps
Jeremy Stamps & Kenneth Powell
705 Buford
Springdale, AR 72762



9590 9402 5688 9346 5656 29

2. Article Number (Transfer from service label)

7019 2970 0000 7254 5905

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ X *Carole Palesotti*
☐ Agent
☐ Addressee

B. Received by (Printed Name) *Carole Palesotti* C. Date of Delivery *11/05/2021*

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

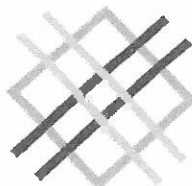
3. Service Type
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov



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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

Lynda Belvedersi
Administrative Legal Assistant
lbelvedersi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

November 2, 2021

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

Carole Palesotti, Josh Stamps,
Jeremy Stamps and Kenneth Powell
705 Buford
Springdale, AR 72762

RE: Notice of clean-up lien on property located at 705 Buford, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-26784-000

Dear Property Owner/Lienholder:

On May 18, 2021, notice was posted on property located at 705 Buford, 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 28, 2021, 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 October 1, 2021. As of this date, the total costs incurred by the City of Springdale to clean this property are \$650.39. 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 \$7.16 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 December 14, 2021, 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, December 14, 2021, 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 \$657.92, which includes \$650.39 for cleaning up the property and \$7.53 for certified mailings 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 Lynda Belvedresi, 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 Carole Palesotti, Josh and Jeremy Stamps and Kenneth Powell at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

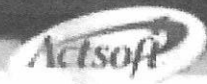
If you should have any questions, please let me know.

Sincerely,



Ernest Cate
City Attorney

Enclosures
EC:lb



CITY ABATEMENT-2021 - Friday, October 01, 2021 8:28:56 AM (LOGAN-CODE 2)

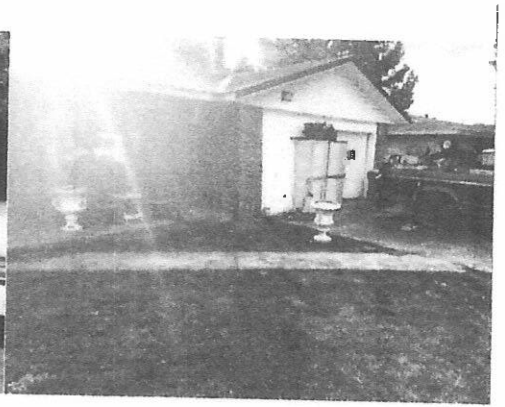
User Name LOGAN-CODE 2
User # 4792831304
Form Started 10/1/2021 8:28:56 AM
Form Submitted 10/1/2021 9:10:34 AM
Property Address 705 Buford
Before Picture Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, October 01, 2021 8:28:00 AM
Officer on Site-	L. West
Labor Rate Recovery	
Employee	Henry Hernandez, Orlando Flores, Horatio Jose Mejia
HH Benefit Rate	\$54.84
OF Benefit Rate	\$14.64
JM Benefit Rate	\$13.59
Method of Compliance	
1 Method of Compliance	Property Clean Up - Junk and Trash
Equipment Used	
Equipment	660/652 New Bulky Waste Truck, 6001/6005 Service Pick Up Truck, 6016 Service Pick Up Truck, 6017 Service Pick Up Truck
660 New Bulky Waste Truck	\$200.00
6001 Service Pick Up Truck	\$35.00
6016 Service Pick Up Truck	\$35.00
6017 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	6
Temporary Labor Rate Recovery	144.00
Employee labor recovery per hour	83.07
Total Employee Cost	83.07
Equipment Cost per hour	305.00
Total Equipment Cost	305.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	650.39
Items Removed from Property	At the property of 705 Buford the landscape crew removed junk and trash including metal, plastic, cardboard, indoor items and

Final Photos

Attached Data



SPRINGDALE CITY COUNCIL
JANUARY 25, 2022

The City Council of the City of Springdale met in regular session on Tuesday, January 25, 2022, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Blake Holte	Fire Chief
Mike Peters	Police Chief
Ron Findley	Director of Community Engagement
Mike Chamlee	Buildings Director
Wyman Morgan	Director of Financial Servs.
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Engineering Director
Colby Fulfer	Chief of Staff
Mark Gutte	IT Director

CITIZEN COMMENTS

Mitchell Brown, 1445 Beverly, asked if there had been anything done about the homeless situation in Springdale.

Mayor Sprouse said there are plans in place to build a transition place but nothing has been done as of yet.

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the January 11, 2022 City Council meeting be approved as presented. Council Member Williams made the second.

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

REPORT ON ECONOMIC DEVELOPMENT

Scott Edmondson, Director of Business Development with the Springdale Chamber of Commerce, gave a 4th Quarter 2021 report on economic development in the City of Springdale. (Report on file in City Clerk's Office)

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

RECOGNITION OF POLICE CHIEF MIKE PETERS

Mayor Doug Sprouse recognized Police Chief Mike Peters who is retiring on January 31, 2022 after 30 years of service.

ORDINANCE NO. 5679 – REZONING PROPERTY OWNED BY DIANNE DAVIS LOCATED AT 1308 STULTZ ROAD, FROM A-1 TO SF-5, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property by Dianne Davis located at 1308 Stultz Road, from A-1 to SF-5 and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

The vote:

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

No: None

Council Member Watson moved the Emergency Clause be adopted. Council Member Flores made the second.

The vote:

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

No: None

The Ordinance was numbered 5679.

ORDINANCE NO. 5680 – REZONING PROPERTY OWNED BY COMMERCIAL COMPUTER SERVICES INC., GENE HOUSLEY, LOCATED AT 697 HIGHWAY 264, FROM C-2 TO C-6, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property by Commercial Computer Services Inc, Gene Housley, located at 697 Highway 264, from C-2 to C-6 and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5680.

ORDINANCE NO.5681 – ACCEPTING A NEW ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS TO BE KNOWN AS SPYGLASS ESTATES SUBDIVISION, A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting a new addition to the City of Springdale, Arkansas, to be known as Spyglass Estates Subdivision and declaring an emergency.

The Ordinance was denied at the December 14, 2021 City Council meeting.

Engineering Director Brad Baldwin reported that the developer is in compliance now. The final grading permit will come together as they build the homes on there. There is a detention pond that will be in a drainage easement but the water was being held on a low spot on a private lot and that will be fixed when they grade it.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5681.

RESOLUTION NO. 4-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MUSTAFA AND KIMBERLY OBEIDAT IN CONNECTION WITH 1820 GRAHAM ROAD, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Mustafa and Kimberly Obeidat in connection with 1820 Graham Road, a single family dwelling.

Planning Commission recommended denial of the waiver request at their meeting.

Mr. Obeidat asked that council consider waiving the requirement for sidewalk. There is a 12 foot ditch in front of the property and Graham Road is actually on his property. He said he is improving the property and adding a sidewalk will be in an odd spot.

After discussion, Council Member Harriman moved the Resolution be adopted with Option 1. Council Member made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MUSTAFA & KIMBERLY OBEIDAT IN CONNECTION WITH 1820 GRAHAM ROAD A SINGLE FAMILY DWELLING

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 1820 Graham Road a Single Family Dwelling for Mustafa and Kimberly Obeidat and the Planning Commission recommends denial 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 Graham Road including drainage improvements related thereto, sidewalks in connection with 1820 Graham Road, a single family dwelling for Mustafa & Kimberly Obeidat.

PASSED AND APPROVED THIS ____ DAY OF JANUARY, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: Flores

The Resolution was numbered 4-22.

RESOLUTION NO. 6-22 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT FOR THE HAR-BER AVENUE EXTENSION WHEREIN MIGUEL GARCIA IS DEFENDANT (PROJECT NO. 18BPS12, TRACT F26)

Council Member Amelia Williams presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit for the Har-Ber Avenue Extension Project wherein Miguel Garcia is defendant (Project No. 18BPS12, Tract F26) (48th St. to Gutensohn Street).

RESOLUTION NO. ____

RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN MIGUEL GARCIA IS DEFENDANT (PROJECT NO. 18BPS12, TRACT F26).

WHEREAS, the City of Springdale has filed a lawsuit against Miguel Garcia to condemn property for the Har-Ber Avenue Extension Project (48th St. to Gutensohn St.)(Project No. 18BPS12, Tract F26);

WHEREAS, the City of Springdale deposited the sum of \$115,000.00 into the Registry of the Court as estimated just compensation for the full taking of the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$133,000.00 to acquire the lands needed for the project, said amount being based on an appraisal conducted on behalf of the property owner;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$18,000.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Miguel Garcia condemnation lawsuit for the total sum of \$133,000.00, with the additional \$18,000.00 to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this ____day of January, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 6-22.

TABLED – RESOLUTION APPROVING THE PURCHASE OF POLICE VEHICLES AND EQUIPMENT WITH AMERICAN RESCUE PLAN ACT (ARPA)

Council Member Williams made the motion to table this Resolution until the February 8, 2022 meeting. Council Member Lawson made the second.

The vote:

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

No: None

RESOLUTION NO. 5-22 – AUTHORIZING THE CITY OF SPRINGDALE'S
PARTICIPATION IN THE HAZARD MITIGATION PLAN OF BENTON COUNTY,
ARKANSAS

City Attorney Ernest Cate presented a Resolution authorizing the City of Springdale's participation in the Hazard Mitigation Plan of Benton County, Arkansas.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE'S
PARTICIPATION IN THE HAZARD MITIGATION PLAN OF
BENTON COUTY, ARKANSAS.**

WHEREAS, the participating jurisdictions of Benton County have worked together to develop a strategy known as the Benton County Hazard Mitigation Plan to improve disaster resistance in the planning area;

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000), pursuant to 44 CFR Part 201, and the Federal Emergency Management Agency (FEMA) require communities to adopt an approved hazard mitigation plan in order to be eligible to receive pre-disaster and post-disaster federal funding for mitigation purposes;

WHEREAS, the City of Springdale has participated in the hazard mitigation plan by the formation of a Mitigation Planning Committee (MPC); and

WHEREAS, the MPC recommends the formal adoption of the Benton County Hazard Mitigation Plan by each participating jurisdiction by the passage of a Resolution.

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

Section 1: The City hereby approves and adopts the hazard mitigation plan in its entirety with projects as adopted by the MPC; and agrees to be governed by the HMP attached hereto and incorporated herein.

Section 2: The City authorizes the appropriate participating officials to pursue funding opportunities for implementation of proposals designated therein; and will upon receipt of such funding or other necessary resources, seek to implement the actions contained in the plan.

Section 3: The City will continue to cooperate and participate in the hazard mitigation planning process, holding regular meetings, including reporting of progress as required by FEMA, the State of Arkansas, Division of Emergency Management (ADEM), and the MPC.

PASSED AND APPROVED this ____ day of January, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

SPRINGDALE CITY COUNCIL
JANUARY 25, 2022

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

The vote:

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

No: None

The Resolution was numbered 5-22.

CITY COUNCIL COMMITTEE MEETING

The next City Council committee meeting will be held on Monday, January 31, 2022 at 5:30 p.m.

Council Member Watson asked that there be some discussion on ARPA funds that night.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:37 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer