

- The next Committee Meeting will be held on XXXXXXX in the Tiered Training Room located at 201 Spring Street, Springdale, Arkansas (meeting date will be discussed at the end of tonight's meeting).
- 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, December 14th, 2021

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mark Fougrousse

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 – November 23th, 2021: **Minutes located at the back of Agenda. Pgs. 98-112**

7. 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) **8A-8J, 9B, and 10.** Motion must be approved by two-thirds (2/3) of the council members).*

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

A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 3118 Old Wire Road from Low/Medium Density Single Family Residential District (SF-2) to Low Density Multi-Family Residential District (MF-2) and declaring an emergency. **Pgs. 1-3**

B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 2353 Lowell Road from General

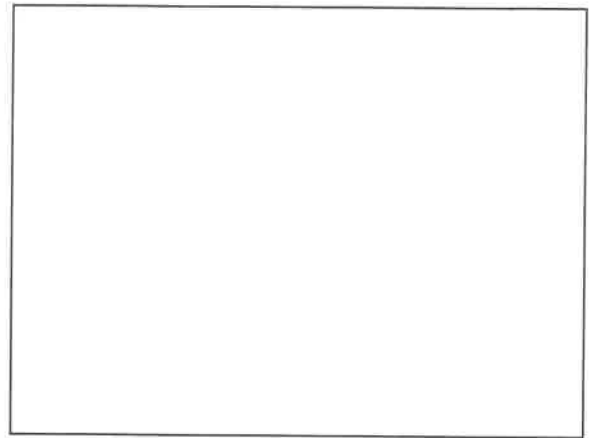
Commercial District (C-2) to Medium/High Density Multi-Family Residential District (MF-16) and declaring an emergency. **Pgs. 4-6**

- C. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at the South side of Sunset Avenue across from Sterwin Street from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pgs. 7-9**
- D. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 505 Spring Street from Light Industrial District (I-1) to SEED District – Neighborhood Residential Type 1 (NR-1) and declaring an emergency. **Pgs. 10-12**
- E. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 2195 and 2241 E. Robinson Avenue from General Commercial District (C-2) to Large Product Retail Sales District (C-6) and declaring an emergency. **Pgs. 13-16**
- F. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 312 E. County Line Road from Agricultural District (A-1) and Low Density Single Family Residential District (SF-1) to Medium Density Multi-Family Residential District (MF-12) and declaring an emergency. **Pgs. 17-19**
- G. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located on the West side of Downum, North side of W. County Line Road, East side of Shaw Park (also known as Cottages at the Park) from Planned Unit Development (PUD) to Planned Unit Development (Revised PUD) and declaring an emergency. **Pgs. 20-30**
- H. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 518 W. County Line Road from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. **Pgs. 31-33**
- I. **An Ordinance** accepting the Final Plat of Benedetto Subdivision Phase II, to the City of Springdale, Arkansas, and declaring an emergency. **Pgs. 34-37**
- J. **An Ordinance** 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. **Pgs. 38-42**
- K. **A Resolution** approving a Conditional Use for Baltazar, Zuzuki at 214 East Robinson Avenue as set forth in Ordinance No. 4030. **Pgs. 43-45**
- L. **A Resolution** approving a Conditional Use for Karina Chavez at 1108 South West End Street as set forth in Ordinance No. 4030. **Pgs. 46-48**
- M. **A Resolution** approving a Conditional Use for Jacqueline Girdner at 4492 Warwick Cove as set forth in Ordinance No. 4030. **Pgs. 49-51**

9. Finance Committee by Chairman Jeff Watson

- A. **A Resolution** approving the City of Springdale, Arkansas Budget for the year 2022. Forwarded from Committee with recommendation for approval. **Pg. 52**

- B. **An Ordinance** setting the salaries of the Elected Officials and Planning Commission members of Springdale, Arkansas, and repealing Ordinance Number 5543. Forwarded from Committee with recommendation for approval. Pg. 53
- C. **A Resolution** authorizing the execution of a construction contract for Dean's Trail Phase II. Forwarded from Committee with recommendation for approval. Presented by Brad Baldwin, Director of Engineering. Pgs. 54-57
- D. **A Resolution** authorizing the sale of property located at 219 E. Apple Blossom Avenue to Guadalupe Masonry Homes, LLC. Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 58-60
- E. **A Resolution** authorizing the Mayor and the City Clerk of the City of Springdale to accept a gift of land from BCR Development, LLC. Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 61-62
- F. **A Resolution** to authorize Hazard Pay for Police and Fire Department staff that have been and remain in direct contact with the public during the COVID-19 Pandemic. Forwarded from Committee with recommendation for approval. Pg. 63
- G. **A Resolution** to authorize Recovery Pay for city staff to aid in the responding to the public health and economic impacts of COVID-19. Forwarded from Committee with recommendation for approval. Pg. 64
- H. **A Resolution** to authorize the provision of Government services for the citizens of Springdale, Arkansas, from the American Rescue Plan Act (ARPA) funds. Forwarded from Committee with recommendation for approval. Pg. 65
- 10. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 66-73
- 11. **A Resolution** authorizing the execution of a contract for architect services at Shiloh Museum. Presented by Wyman Morgan, Director of Finance. Pgs. 74-97
- 12. Comments from Council Members.
- 13. Comments from City Attorney.
- 14. Comments from Mayor - **Discussion on upcoming Committee and Council Meeting.**
- 15. Adjournment.



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Vick Enterprises, LLC/Victor Barrios, requesting that the following described tract of real estate to be zoned from Low/Medium Density Residential Single Family Dwelling (SF-2) to Low Density Multi-family Residential District (MF-2).

Layman's Description: 3118 Old Wire Road

Legal Description: Lot 7 in Block 4 in Howard Acres, a subdivision of part of SW 1/4 of Section 19, Township 18 North of Range 29 West, according to plat filed October 2, '964 at Plat Record E, Page 79

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Low/Medium Density Single Family Residential District to Low Density Multi-family Residential District (MF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning

Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Low/Medium Single Family Residential District (SF-2) to Low Density Multi-family Residential District (MF-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

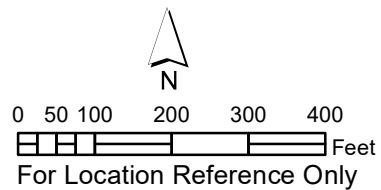
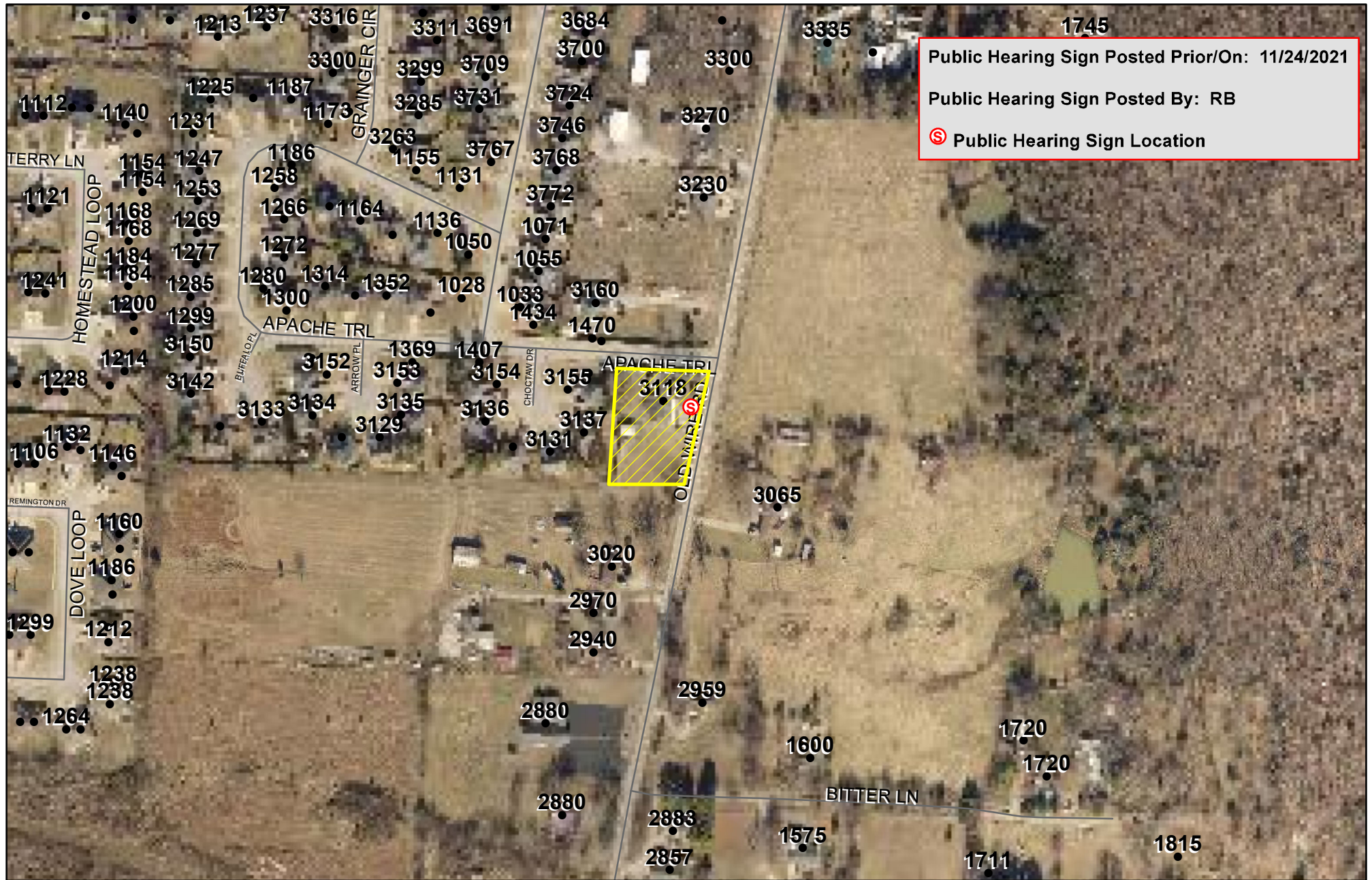
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

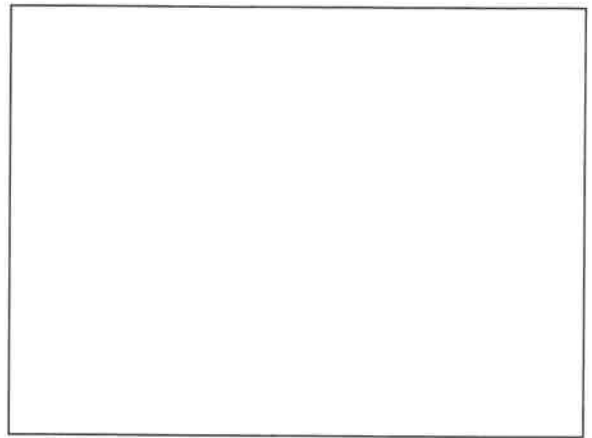
APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R21-58
APPLICANT: Vick Enterprises, LLC
REQUEST: Rezoning from SF-2 to MF-2

PLANNING COMMISSION MEETING
 December 7, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Glenn Ferguson, Ferguson Property Group, requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to Medium/High Density Multi-family Residential District (MF-16).

Layman's Description: East of Lowell Road, north of Randall Wobbe Lane behind the existing commercial buildings.

Legal Description: A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 25, TOWNSHIP 18 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID 40 ACRE RACT, THENCE S02°27'47" W. 329.79' AND S02°27'47" W 351.63' AND SOUTH 87°08'34" W 1006.36' TO THE POINT OF BEGINNING . RUNNING THENCE THE FOLLOW COURSES AND DISTANCES; THENCE S87°08'34" W 332.75' THENCE S 15°36'56"W 86.50'; THENCE S 15°45'42"W 118.62;; THENCE N87°10'24" W99.84" THENCE M87°10'24" W 187.30'; THENCE N 02°51'08" E 200.14' TO SAID POINT OF BEGINNING, CONTAINING IN ALL 1.42 ACRES, MORE OR LESS

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

Residential District (MF-16) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Medium/High Density Multi-family Residential District (MF-16).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

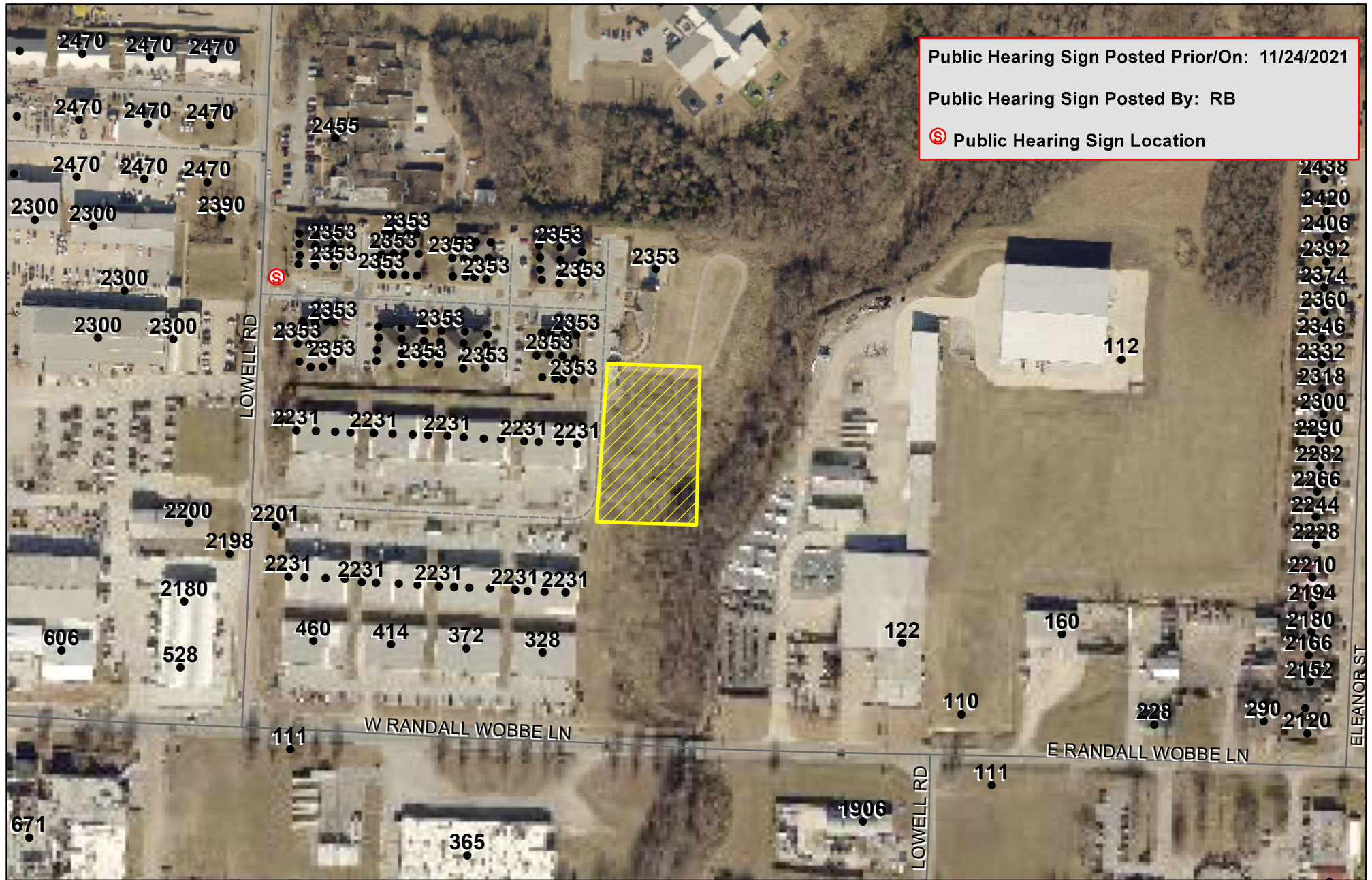
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

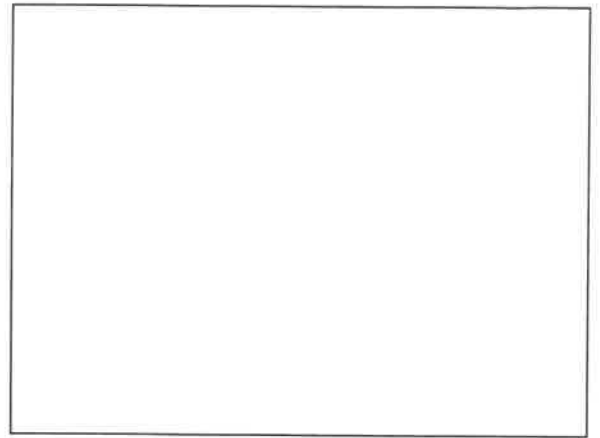
Ernest Cate, City Attorney



0 50 100 200 300 400
Feet
For Location Reference Only

FILE NO. R21-59
APPLICANT: Glenn Ferguson (Ferguson Property Group)
REQUEST: Rezoning from C-2 to MF-16

PLANNING COMMISSION MEETING
December 7, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Walker Enterprises II Limited Partnership , requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: South side of Sunset Ave across from the intersection with Sterwin Street

Legal Description: A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3; THENCE N87°28'47"W A DISTANCE OF 785.01 FEET; THENCE S02°31'13"W A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND IRON PIN WITH CAP "CARPENTER PLS 1153"; THENCE CONTINUING S02°31'13"W A DISTANCE OF 299.99 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°28'47"W A DISTANCE OF 519.15 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°10'47"E A DISTANCE OF 300.00 FEET TO A FOUND IRON PIN WITH CAP "ALAN REID PLS 1005"; THENCE S87°28'47"E A DISTANCE OF 315.28 FEET; THENCE S76°40'47"E A DISTANCE OF 106.70 FEET TO A FOUND COTTON PICKER SPINDLE;

THENCE N76°49'13"E A DISTANCE OF 73.89 FEET TO A FOUND IRON PIN WITH CAP "CARPENTER PLS 1153"; THENCE S87°28'47"E A DISTANCE OF 29.71 FEET TO THE **POINT OF BEGINNING**, CONTAINING 3.54 ACRES (154,253 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Thoroughfare Commercial District (C-5)

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

Doug Sprouse, Mayor

ATTEST:

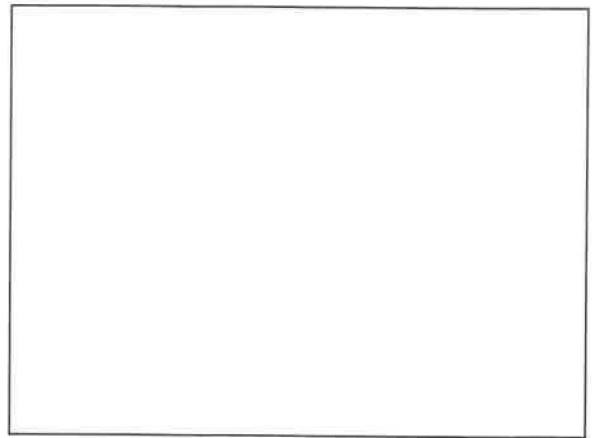
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Page 9



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LIGHT INDUSTRIAL DISTRICT (I-1) TO SEED DISTRICT – NEIGHBORHOOD RESIDENETIAL TYPE 1 AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Hannah Howe, requesting that the following described tract of real estate to be zoned from Light Industrial District (I-1) to SEED DISTRICT – Neighborhood Residential Type 1.

Layman's Description: 505 Spring Street

Legal Description: The north 50 feet of the following described lands, commencing at the center of section 36, in Township 18 North, Range 30 West, Springdale, Washington County, Arkansas and running East 5 rods; thence North 14 rods, thence west 11 rods; thence south 14 rods thence east 6 rods to the place of beginning; the same being more particularly described as beginning at a point 14 rods north of the center of said section and running thence east 5 rods; thence south 50 feet, thence west 11 rods; thence north 50 feet; thence east 6 rods to the place of beginning. Subject to recorded instruments, covenants, rights of way, and easements, if any subject to all prior mineral reservations and oil and gas leased, if any.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Light Industrial District (I-1) to SEED DISTRICT – Neighborhood Residential Type 1 for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their

property.

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

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

From Light Industrial District (I-1) to SEED DISTRICT – Neighborhood Residential Type 1.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

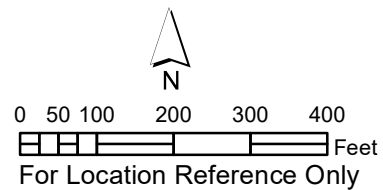
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

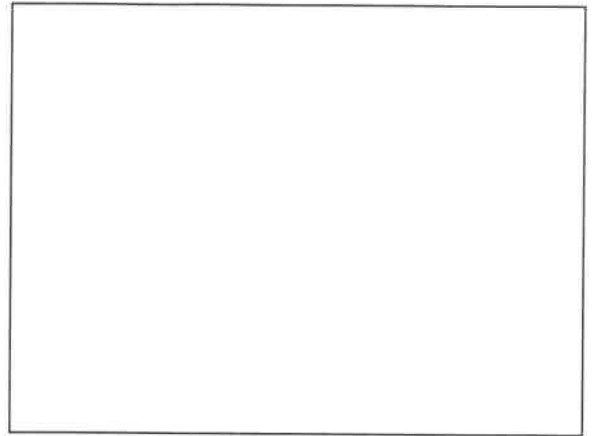
APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R21-61
APPLICANT: Hannah Howe
REQUEST: Rezoning from I-1 to SEED -
Neighborhood Residential Type 1

PLANNING COMMISSION MEETING
 December 7, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO LARGE PRODUCT RETAIL SALES DISTRICT (C-6) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Proctor Rentals, LLC, requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to Large Product Retail Sales District (C-6).

Layman's Description: 2195 E. Robinson Avenue

Legal Description: A part of the W1/2 of the E1/2 of the W1/2 of the NE1/4 of the NE1/4, and a part of the E1/2 of the W1/2 of the W1/2 of the NE1/4 of the NE1/4, all in Section 7, Township 17 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northwest Corner of the E1/2 of the W1/2 of the W1/2 of the NE1/4 of the NE1/4 of said Section 7, and running thence along the North Section Line of said Section 7, S87°33'43"E 330.00 feet; thence leaving said Section Line, S2°20'49"W328.32 feet; thence N87°33'48"W299.94 feet; thence N2°20'13"E 238.91 feet to the PC of a curve to the Right, said curve having a radius of 50.00 feet, a delta angle of 90°12'37" and a leading tangent bearing of N2°20'13"E, thence along said curve a distance of 78.72 feet to a point on the South Right-of-Way of U.S. Highway 412; thence along said South Right-of-Way, N87°27'10"W50.18 feet; thence N87°27'10"W30.01 feet; thence leaving said South Right-of-Way, N2°20'13"E 39.18 feet to the point of beginning, containing 2.28 acres, more

or less, subject to easements and/or rights-of-way of record, if any.
LESS AND EXCEPT part of the NE 1/4 of
the NE 1/4 of Section 7, Township 17 North, Range 29 West,
Washington County, Arkansas, more
particularly described as follows: Starting at the SW corner of the NE
1/4 of the NE 1/4 of Section 7; thence
N01°29'58"E along the West line thereof a distance of 1279.0 feet to a
point on the Southerly existing right of
way line of State Highway 68; thence S88°31'14"E along said existing
right of way line a distance of 165.41
feet for the point of beginning, said point being on the Southerly
proposed right of way line of State Highway
68; thence continue S88°31'14"E along said existing right of way line
a distance of 241.43 feet to a point on
the Southerly proposed right of way line of State Highway 68; thence
S01°28'46"W along said proposed right
of way line a distance of 5.0 feet to a point; thence N88°31'14"W along
said proposed right of way line a
distance of 241.41 feet to a point; thence N01°30'28"E along said
proposed right of way line a distance of 5.0
feet to the point of beginning, and containing 0.03 acre, more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Large Product Retail Sales District (C-6) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Large Product Retail Sales District (C-6) .

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

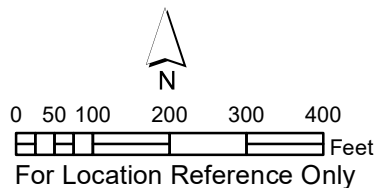
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

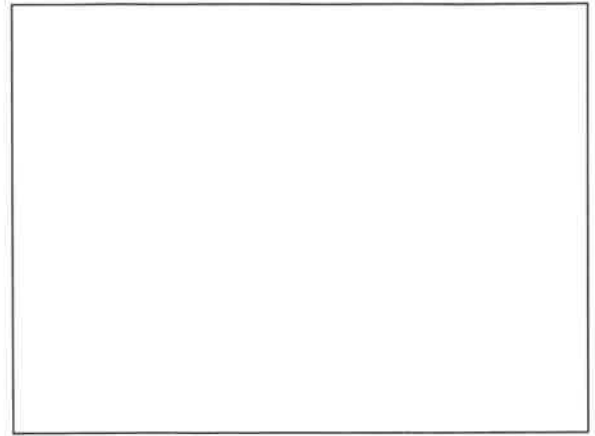
APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R21-62
APPLICANT: Roman Roark (Proctor Rental, LLC)
REQUEST: Rezoning from C-2 to C-6

PLANNING COMMISSION MEETING
December 7, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) AND LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Trustee of the Velta Bernice Sarrat Harvison Revocable Trust 2/t/d/ July 17, 2019, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) **and** Low Density Single Family Residential District (SF-1) to Medium Density Multi-family Residential District (MF-12).

Layman's Description: 312 E. County Line Road

Legal Description:

PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 24 IN TOWNSHIP 18 NORTH OF RANGE 30 WEST, DESCRIBED AS BEGINNING AT A POINT 504 FEET WEST OF THE SE CORNER OF SAID 40 ACRE TRACT; THENCE WEST 261.5 FEET; THENCE NORTH 825 FEET; THENCE EAST 268.5 FEET; THENCE IN A SOUTHERLY DIRECTION BEARING WEST 825 FEET MORE OR LESS TO THE PLACE OF BEGINNING, CONTAINING 5.0 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) **and** Low Density Single Family Residential District (SF-1) to Medium Density Multi-family Residential District (MF-12) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) **and** Low Density Single Family Residential District (SF-1) to Medium Density Multi-family Residential District (MF-12) .

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

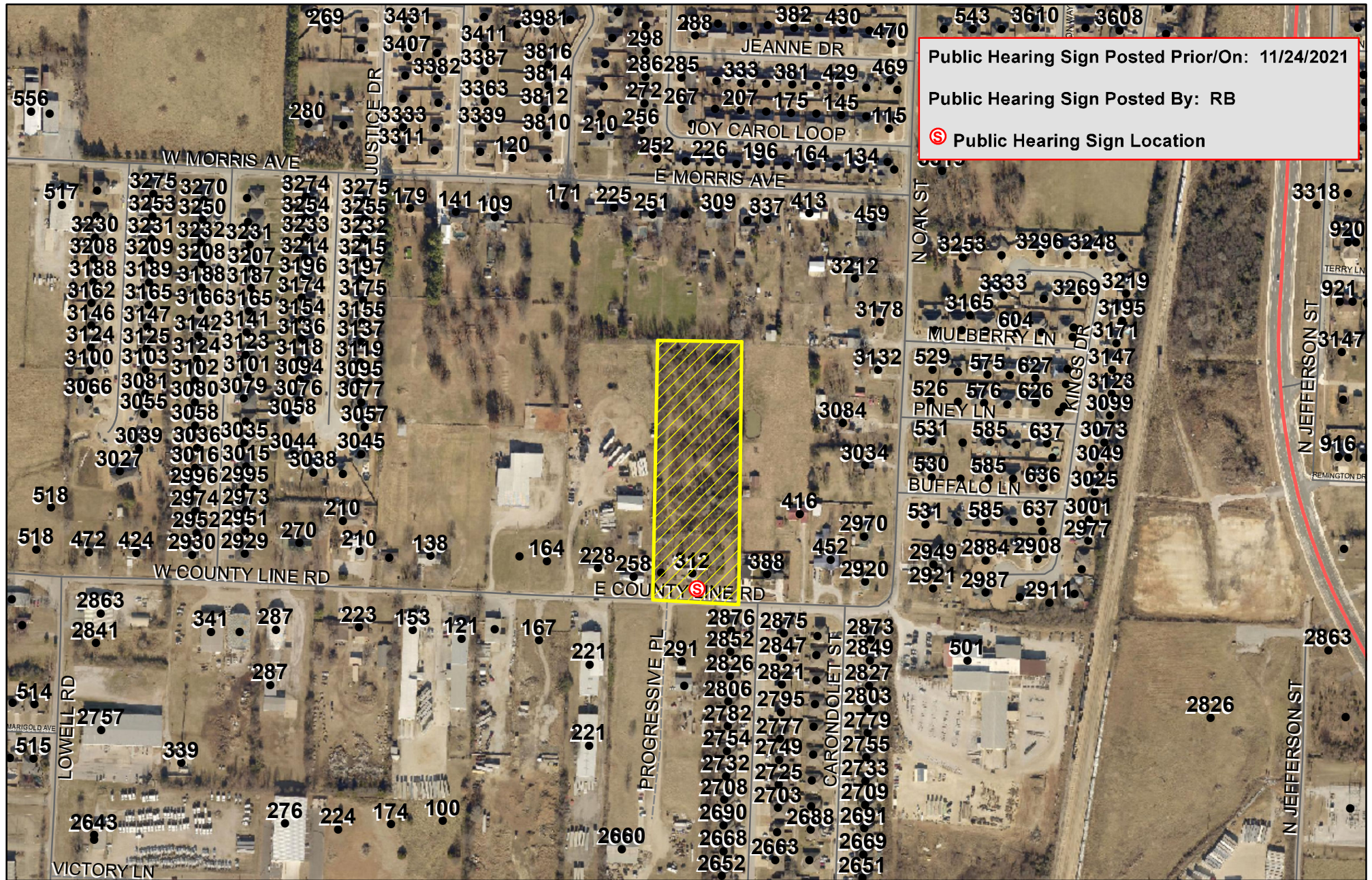
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

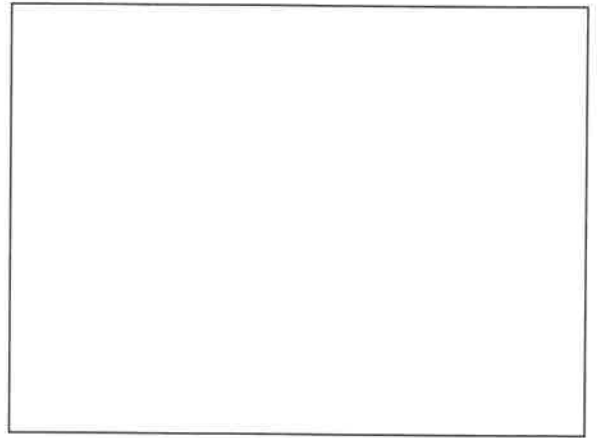
Ernest Cate, City Attorney



0 87.5175 350 525 700
 Feet
 For Location Reference Only

FILE NO. R21-65
APPLICANT: Velta Harviston Rev. Trust
REQUEST: Rezoning from A-1 and SF-1 to MF-12

PLANNING COMMISSION MEETING
 December 7, 2021



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM PLANNED UNIT DEVELOPMENT (PUD) TO PLANNED UNIT DEVELOPMENT (REVISED PUD) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Landmarc Custom Homes, LLC, requesting that the following described tract of real estate to be zoned from Planned Unit Development (PUD) to Planned Unit Development (Revised PUD) .

Layman's Description: Approximately 46.5 acres along west side of S. Downum Road, along the north side of West County Line Road and along the east side of Shaw Family Park

Legal Description: SURVEY DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE THIRTY WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4, S86°35'37"E A DISTANCE OF 659.90 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE LEAVING SAID SOUTH LINE, N02°27'18"E A DISTANCE OF 1863.47 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE S86°36'36"E A DISTANCE OF 330.63 FEET TO A FOUND 5/8 INCH REBAR; THENCE N01°55'30"E A DISTANCE OF 326.69 FEET TO A FOUND 1/2 INCH REBAR; THENCE

S86°20'27"E A DISTANCE OF 159.36 FEET TO A FOUND 1/2 INCH REBAR; THENCE S02°28'07"W A DISTANCE OF 63.13 FEET TO A FOUND 1/2 INCH REBAR WITH UNREADABLE CAP; THENCE S86°37'20"E A DISTANCE OF 500.08 FEET TO A FOUND COTTON PICKER SPINDLE IN SOUTH DOWNUM ROAD; THENCE S02°22'15"W A DISTANCE OF 2,125.66 FEET TO THE SOUTH LINE OF SAID SW 1/4 AND A FOUND "MAG" NAIL IN WEST COUNTY LINE ROAD; THENCE ALONG SAID SOUTH LINE, N 86°35'37"W A DISTANCE OF 990.12 FEET TO THE POINT OF BEGINNING, CONTAINING 46.49 ACRES (2,025,075 SQ. FT.), MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF WEST COUNTY LINE ROAD ON THE SOUTH SIDE THEREOF AND SOUTH DOWNUM ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Planned Unit Development (PUD) to Planned Unit Development (Revised PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From: Planned Unit Development (PUD) to Planned Unit Development (Revised PUD) .

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

**Revised Development Plan for
COTTAGES AT THE PARK
Planned Unit Development
November 17, 2021**

This revised Development plan is being submitted to adjust the number and size of proposed lots within Phase III of Cottages at the Park Planned Unit Development. The approved, current PUD includes 55 lots in Phase III. The revised PUD, if approved, would increase the number of lots by 8, for a total of 63 lots in Phase III of the development.

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

General Eligibility and Staging Requirements

1. **Location:** The intent is to apply the PUD district to the approximately 46.5 acres included in the project, all of which are in an area designated as residential on the land use plan.
2. **Ownership:** The property is owned by Landmarc Custom Homes, LLC, who is also the rezoning applicant and the developer of the project. Warranty deed establishing ownership has submitted with the rezoning application.
3. **Project size:** Gross acreage of the property is approximately 46.5 acres. Net acreage (less right-of-way of Downum Road and West County Line Road) is approximately 44.7 acres.
4. **Staging:** Phase I of the development has been completed. Some homes have been built and those improved lots sold to individuals. The majority of lots in Phase I are still wholly owned by the applicant/developer. Phase II is currently under construction. Construction of Phase III has not yet begun. The entirety of Phase II and Phase III of the development, and the majority of lots in Phase I of the development, are owned by wholly owned by the applicant/developer. Developers do not anticipate bringing any additional land into the PUD.

Developer intends to begin construction of Phase III as quickly as is practical once construction of Phase II has been completed.

APPLICATION REVIEW PROCEDURES

1. **Three Phases:**
 - a. A preapplication conference with planning and community development staff. –

November 17, 2021

Cottages at the Park Revised PUD Development Plan

Page 2

Project was already reviewed with staff and at a planning committee meeting during initial PUD review/approval process. Proposed revision has also been discussed with planning staff.

- b. A preliminary development plan has been reviewed and approved by the planning commission and City Council for the initial PUD. Planning Commission and City Council approval of the revised PUD will be required for the request revisions to go into effect.
 - c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.
 - d. The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development. The final development plan shall be recorded prior to the issuance of a building permit.
5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, jappel@engineeringservices.com.
6. Size: Approximately 46.5 acre tract – legal description as follows:

SURVEY DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION TWENTY (20), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE THIRTY WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4, S86°35'37"E A DISTANCE OF 659.90 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND RAILROAD SPIKE IN WEST COUNTY LINE ROAD; THENCE LEAVING SAID SOUTH LINE, N02°27'18"E A DISTANCE OF 1863.47 FEET TO A FOUND IRON PIN WITH UNREADABLE CAP; THENCE S86°36'36"E A DISTANCE OF 330.63 FEET TO A FOUND 5/8 INCH REBAR; THENCE N01°55'30"E A DISTANCE OF 326.69 FEET TO A FOUND 1/2 INCH REBAR; THENCE S86°20'27"E A DISTANCE OF 159.36 FEET TO A FOUND 1/2 INCH REBAR; THENCE S02°28'07"W A DISTANCE OF 63.13 FEET TO A FOUND 1/2 INCH REBAR WITH UNREADABLE CAP; THENCE S86°37'20"E A DISTANCE OF 500.08 FEET TO A FOUND COTTON PICKER SPINDLE IN SOUTH DOWNUM ROAD; THENCE S02°22'15"W A DISTANCE OF 2,125.66 FEET TO THE SOUTH LINE OF SAID SW 1/4 AND A FOUND "MAG" NAIL IN WEST COUNTY LINE ROAD; THENCE ALONG SAID SOUTH LINE, N 86°35'37"W A DISTANCE OF 990.12 FEET TO THE **POINT OF BEGINNING**, CONTAINING 46.49 ACRES (2,025,075 SQ. FT.), MORE OR LESS. SUBJECT TO THE RIGHT OF WAY OF WEST COUNTY LINE ROAD ON THE SOUTH SIDE THEREOF AND SOUTH DOWNUM ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

7. Project Name: Cottages at the Park Planned Unit Development
8. Site Plan: Drawings are attached illustrating the revised preliminary layout of

November 17, 2021

Cottages at the Park Revised PUD Development Plan

Page 3

subdivision, along with typical setbacks, connectivity, central landscaped open space, sample homes, and example pool house. No changes to typical setbacks, connectivity, open space, or sample homes are proposed.

1. Development Strategy – Intent is to develop an approximately 46.5 acre site as a PUD with single-family homes on 188 lots (an increase of 8 from the original PUD). Lots are similar in overall size to the SF-2 zoning district but are longer and narrower with smaller setbacks than what is allowed in the district. Lots will front a two-lane public street with garages at the rear of the lot and all driveways will access rear alleyways behind the homes.

2. Permitted Uses in Cottages at the Park PUD: Entire development will be single family residential in nature. No commercial, multi-family residential, agricultural, or industrial uses are proposed for this development. Specific Use Units Allowed Are:

Use Unit 1 – Citywide Public Uses by Right

Use Unit 4 – Cultural, Recreational, and Health Facilities (Community Pool)

Use Unit 8 – Single Family Dwellings

Use Unit 34 – Model Home/Temporary Marketing Office

3. Site Development Requirements

Density, Bulk, Area and Yard Regulations

Density – 188 single family lots on 44.7 acres (net) = 4.2 lots/acre

Open space – 2.5 acres (5.6% of net site) together with 100+ acres of open space in adjoining Shaw Family Park.

Lot size - 50' Wide x 125' Deep Typical (Phase I and Phase II)
50'-55' Wide x 137' Deep Typical (Phase III)

Building Setbacks

Front – 12 Feet

Front with Garage Not Applicable – All Garages at Rear

Interior Side – 5 Feet

Exterior Side (Along Street ROW-Corner Lots) – 5 Feet

Rear – 25 Feet

November 17, 2021

Cottages at the Park Revised PUD Development Plan

Page 4

Landmarc Custom Homes, LLC, the Owner and Developer of the Cottages at the Park project, proposes to revise a single family residential Planned Unit Development (PUD) in northwest Springdale. The subject property includes 46.5 acres located in Benton County and situated along the west side of Downum Road, the north side of West County Line Road, and the east side of the Shaw Family Park. This property is designated for residential use on the City's Land Use Plan. Property includes a net area of 44.7 acres excluding the portion within the right-of-way of Downum Road and West County Line Road.

The intent of the development is to provide an upscale neighborhood of single family homes with access to the large quantity of amenities available within the subdivision and also in the adjacent municipal park. The development has a high degree of connectivity with sidewalks and trails throughout the proposed subdivision along with multiple pedestrian connections to the park trail system within Shaw Family Park directly west of this development.

The applicant is requesting to revise the current PUD to increase the number of lots in Phase III from 55 to 63. This is accomplished by reducing widths of lots in Phase III to more closely match the width of lots in the first two phases. The original PUD included significantly wider lots (60-65' wide) in Phase III.

No revisions to typical setbacks, amenities, style of homes, or rear load concept are proposed. Street layout for Phase III will remain generally the same with minor revisions to alleyway connections at the north end of Phase III. No changes within Phase I or Phase II are proposed.

Side setbacks are set at five feet, which will ensure eaves of adjacent homes are separated by at least ten feet, which meets fire code separation requirements without sprinkling or construction of fire-rated walls/eaves. Where alleys or streets run along the side of a lot, the exterior side setback along the street right-of-way will be 5 feet. An attached exhibit illustrates the proposed typical building setbacks within the development.

Rear setbacks are proposed to be twenty-five feet. This will ensure all lots have sufficient driveway length between the rear load garage and the alleyway to avoid cars blocking the alley and also ensure each lot has a minimum amount of greenspace included at the rear of the lot to avoid creating an overly urban or multi-family feel to the development.

Proposed Building Setback Distances (Typical)

Front: 12 Feet

Side: 5 Feet

Exterior Along Side Street ROW (Corner Lots): 5 Feet

Rear: 25 Feet

Minimum square footage for homes for all phases is 1,800 s.f. as specified in the Bill of Assurances recorded with covenants and by-laws at L2021166910.

Typical lot sizes for Phase I and Phase II will be 50 feet wide by 125 feet deep. Typical lot size for Phase III will be 50 to 55 feet wide by 135 feet deep.

November 17, 2021

Cottages at the Park Revised PUD Development Plan

Page 5

No shops, storage sheds, detached garages, mother-in-law suites, or other accessory structures (temporary or permanent) of any kind are allowed to be constructed on any lots. All residences will consist of a single building with an attached garage at the rear of the unit accessing the rear alley. Garages shall be large enough to accommodate at least two vehicles.

Primary use of the development is single family residential. The following specific use units will be allowed in the development:

Use Unit 1 – Citywide Public Uses by Right

Use Unit 4 – Cultural, Recreational, and Health Facilities (Community Pool)

Use Unit 8 – Single Family Dwellings

Use Unit 34 – Model Home/Temporary Marketing Office

Three model homes (one per phase) at a time will be allowed within the development. Once 90% of lots in one phase of the development have been sold, model homes will no longer be allowed in that phase.

Covenants will specify exterior building material requirements, all of which will be required to be high quality, upscale materials. No vinyl siding will be allowed on any structure. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Several images of sample homes similar in appearance to the types of homes developers anticipate will be built in this development are enclosed with this development plan. Also enclosed is an image of a sample pool house similar in appearance and with the same walk-through design planned for the pool house for this subdivision.

Covenants will require various miscellaneous provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These include, but are not limited to, items such as ensuring all mechanical elements are screened from view from primary streets, specifying location, materials, and minimum/maximum heights for fences, requiring that no satellite dishes be visible from primary streets, and that all yards are to be maintained in an orderly manner. All houses will be required to have a sidewalk connecting the entrance of the home to the sidewalk across the front of the lot. Trash containers will be required to be stored out of sight and trash collection will be from the alleyways at the rear of proposed homes.

The residents of the PUD will have access to a wide array of amenities. The development will have multiple sidewalk connections to the adjacent Shaw Family Park, which includes trails, tennis courts, ball fields, green space, playgrounds, splash pad, a dog park, and many other features. In addition, residents will have access to a community swimming pool within the subdivision. The development includes an interconnected series of sidewalks and trails throughout, and features greenspace, landscaping, trees, and a trail along the primary entrance off of Downum Road. The POA will mow all yards (front, side, and rear) and will also maintain all landscaping which is installed at the time houses are constructed. Owners which restrict access to yards by locking their gates will be required to mow the areas the POA can't access.

November 17, 2021

Cottages at the Park Revised PUD Development Plan

Page 6

Homeowners may be required to maintain any additional landscaping installed beyond what is initially provided with the house. The mowing and landscaping maintenance are considered to be valuable amenities and of major benefit to the individual lot owners as they eliminate the burdens associated with regular yard maintenance and reduce the amount of time and effort required to maintain the appearance of individual properties. It is also beneficial to the POA, as it will provide an attractive, uniform appearance to the community by ensuring all yards and landscaping is properly cared for.

The community swimming pool at the south end of the entrance boulevard will include a pool, a restroom/maintenance building with a covered sitting area, and a parking lot. For safety and security, the pool area will be fenced. Access to the pool will be controlled through a keypad or other security method to ensure access is restricted to residents and their guests only.

The primary streets along the front of the houses are proposed to be constructed within 46 foot wide rights-of-way and will be 26 feet wide measured from back of curb to back of curb. Rear alleys will be 14 feet wide with no curb and gutter within 16 foot wide rights-of-way.

Lighting will be accomplished with decorative fixtures to be maintained by the POA.

Phase I and Phase II of the development will share one primary access point off of Downum Road and one secondary access point. Phase III will have one primary access point off of West County Line Road and a secondary access point off of Downum Road. The two primary access points will include landscaping and understated entry signs within POA-maintained common areas.

The frontage streets will include sidewalks along both sides of the road, to be constructed by the home builder during construction of the home. Rear alleys will not have sidewalks.

The main entrance road for the north and central development areas will be a boulevard with an oversized median which will include greenspace, landscaping, trees, and an 8' wide multi-use trail.

No parking will be allowed along the alleys at any time, with no overnight parking allowed on any streets within the development. All streets (frontage streets and alleyways) are proposed to be dedicated to the City as public streets within dedicated street rights-of-way.

Proposed density of the revised development is:

Phase I:	57 Residential Lots	15.1 Acres	3.8 Lots/Acre
Phase II:	68 Residential Lots	14.5 Acres	4.7 Lots/Acre
Phase III:	63 Residential Lots	15.1 Acres	4.2 Lots/Acre
All Phases:	188 Residential Lots	44.7 Acres	4.2 Lots/Acre

November 17, 2021

Cottages at the Park Revised PUD Development Plan

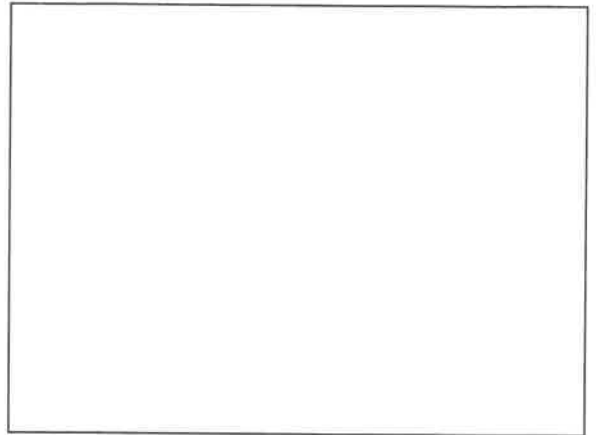
Page 7

Project includes common 96,600 square feet of common open space in the park-like area between Phase I and Phase II, which includes the main entryway, landscaped greenspace, the large multi-use trail, and the swimming pool. An additional 11,750 square feet is available at the northwest corner of the property. Total open space is 108,350 s.f. / 2.5 acres which is 5.6% of net site area. The addition of Phase III to the PUD increased the project size and reduced the greenspace percentage from the initial, smaller PUD proposed to the City. In addition to the reserved POA common space, the residents will also have direct access to more than 100 acres of common open space and many additional amenities within the adjacent Shaw Family Park.

Construction of Phase I is complete, the Final Plat has been recorded, and a first round of homes have been built and sold in this phase.

Phase II construction is underway. Phase III construction is anticipated to commence once Phase II construction is complete.

The proposed revisions to the development do not significantly alter its conformance with the surrounding properties and land uses, and are not anticipated to cause adverse impact to the existing infrastructure in the area.



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of December 7, 2021 for hearing the matter of a petition of Diamond Properties Development, LLC, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2) .

Layman's Description: 518 W. County Line Road

Legal Description: A PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER(SW1/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING AN EXISTING IRON IN COUNTY LINE ROAD; THENCE N87°30'54" W 231.00 FEET ALONG THE SOUTH LINE OF SAID 40 ACRE TRACT TO A POINT FROM WHICH AN EXISTING 1/2" REFERENCE IRON BEARS N02°13'23" E 27.93 FEET; THENCE LEAVING THE SOUTH LINE OF SAID 40 ACRE TRACT, N02°13'23" E 330.28 FEET TO A POINT; THENCE S87°33'07" E 231.00 FEET TO A POINT ON THE EAST LINE OF SAID 40 ACRE TRACT; THENCE S02°13'23" E 330.43 FEET TO THE POINT OF BEGINNING, CONTAINING 1.75 ACRES, MORE OR LESS, THE ABOVE DESCRIBED 1.75 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF COUNTYLINE ROAD ALONG THE ENTIRE SOUTH BOUNDARY AND ANY OTHER EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

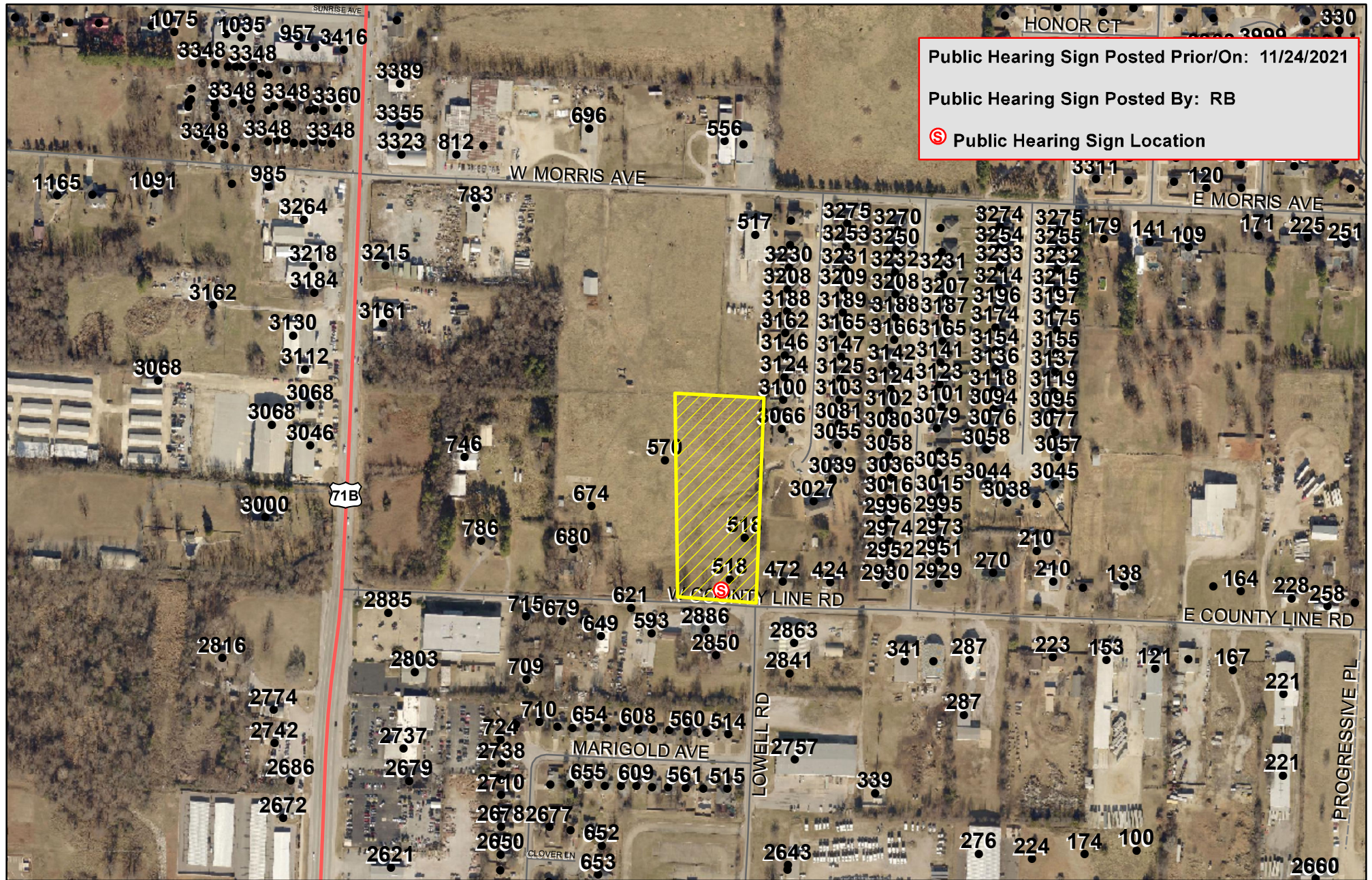
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

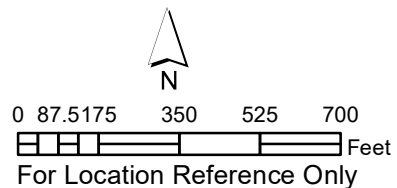
Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 11/24/2021

Public Hearing Sign Posted By: RB

Ⓢ Public Hearing Sign Location

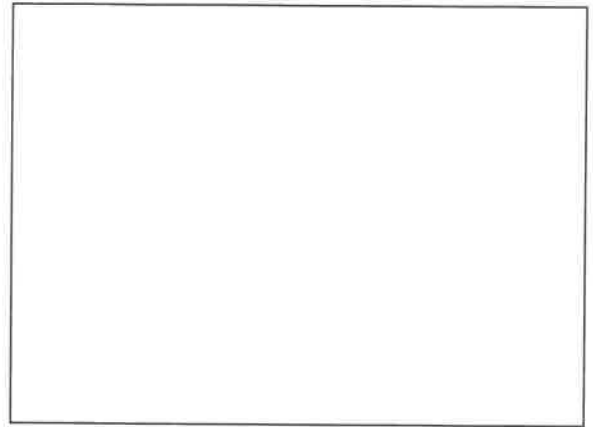


FILE NO. R21-69

APPLICANT: Diamond Properties & Development, LLC

REQUEST: Rezoning from A-1 to C-2

PLANNING COMMISSION MEETING
December 7, 2021



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT OF
BENEDETTO SUBDIVISION PHASE 2, TO THE CITY OF
SPRINGDALE ARKANSAS, AND DECLARING AN
EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE 30 WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE SE 1/4 S87°07'01"E A DISTANCE OF 340.95 FEET; THENCE LEAVING SAID NORTH LINE S02°03'59"W A DISTANCE OF 662.76 FEET; THENCE S86°40'32"E A DISTANCE OF 977.42 FEET; THENCE S03°08'16"W A DISTANCE OF 329.17 FEET; THENCE N86°46'26"W A DISTANCE OF 1048.89 FEET; THENCE N39°42'33"W A DISTANCE OF 34.39 FEET; THENCE N50°17'27"E A DISTANCE OF 4.00 FEET; THENCE N39°42'33"W A DISTANCE OF 200.00 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 744.00 FEET, AN ARC LENGTH OF 160.67 FEET, AND A CHORD BEARING AND DISTANCE OF N45°53'45"W - 160.36 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 744.00 FEET, AN ARC LENGTH OF 161.17 FEET, AND A CHORD BEARING AND DISTANCE OF N58°17'20"W - 160.85 FEET; THENCE N21°30'30"E A DISTANCE OF 15.04 FEET; THENCE S86°46'59"E A DISTANCE OF 160.49 FEET; THENCE N03°13'01"E A DISTANCE OF 190.52 FEET; THENCE N86°46'59"W A DISTANCE OF 33.74 FEET; THENCE N03°13'01"E A DISTANCE OF 430.61 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SW 1/4; THENCE ALONG SAID NORTH LINE S86°52'18"E A DISTANCE OF 4.61 FEET TO THE POINT OF BEGINNING, CONTAINING 14.4 ACRES (629,269 SQUAR FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said final plat and join with the said petitioner in petitioning the City Council to accept the said Final Plat of Benedetto Subdivision Phase 2.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Final Plat of Benedetto Subdivision Phase 2, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2021.

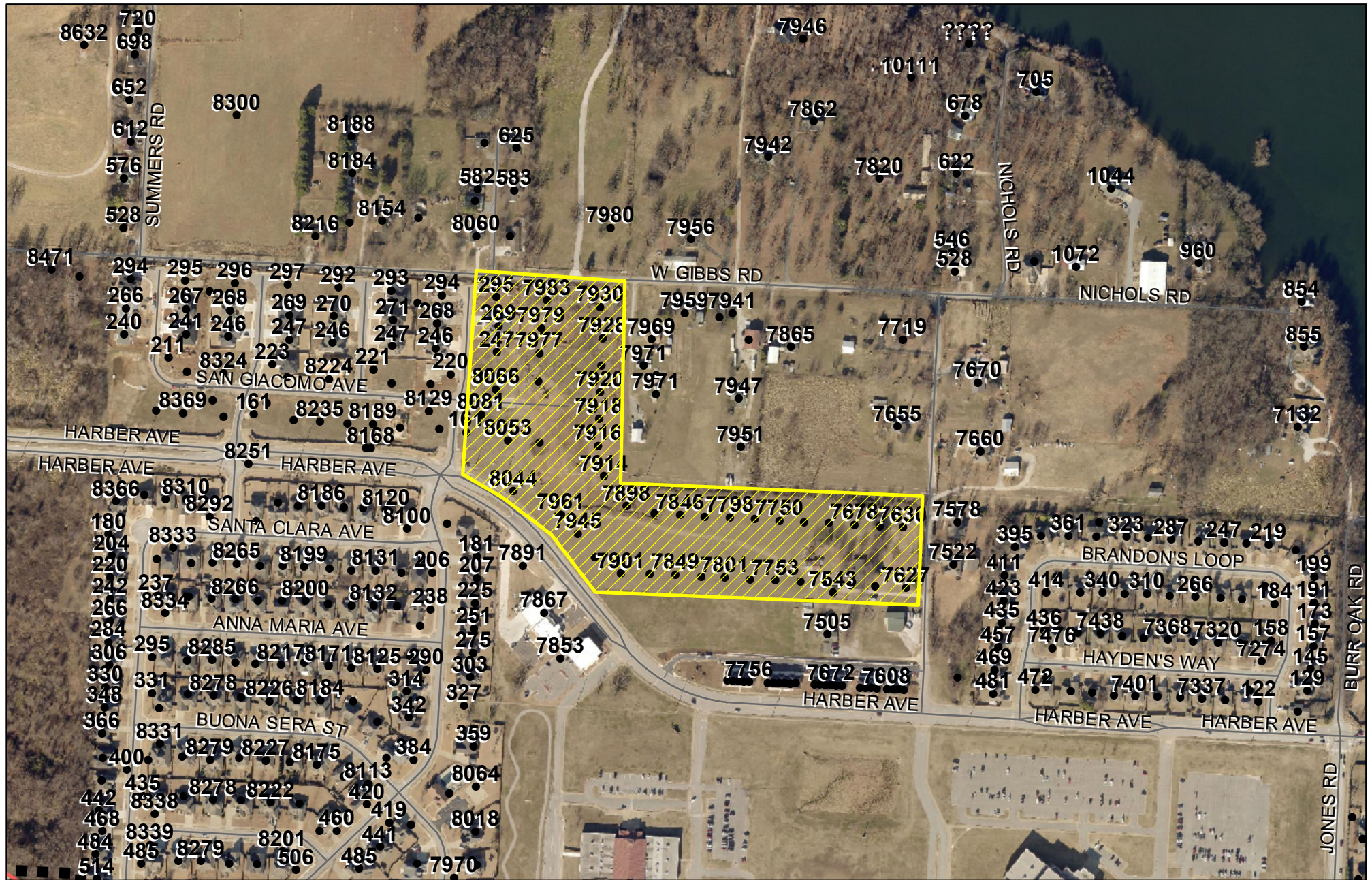
Doug Sprouse, Mayor

ATTEST:

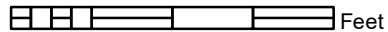
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



0 87.5175 350 525 700 Feet



For Location Reference Only

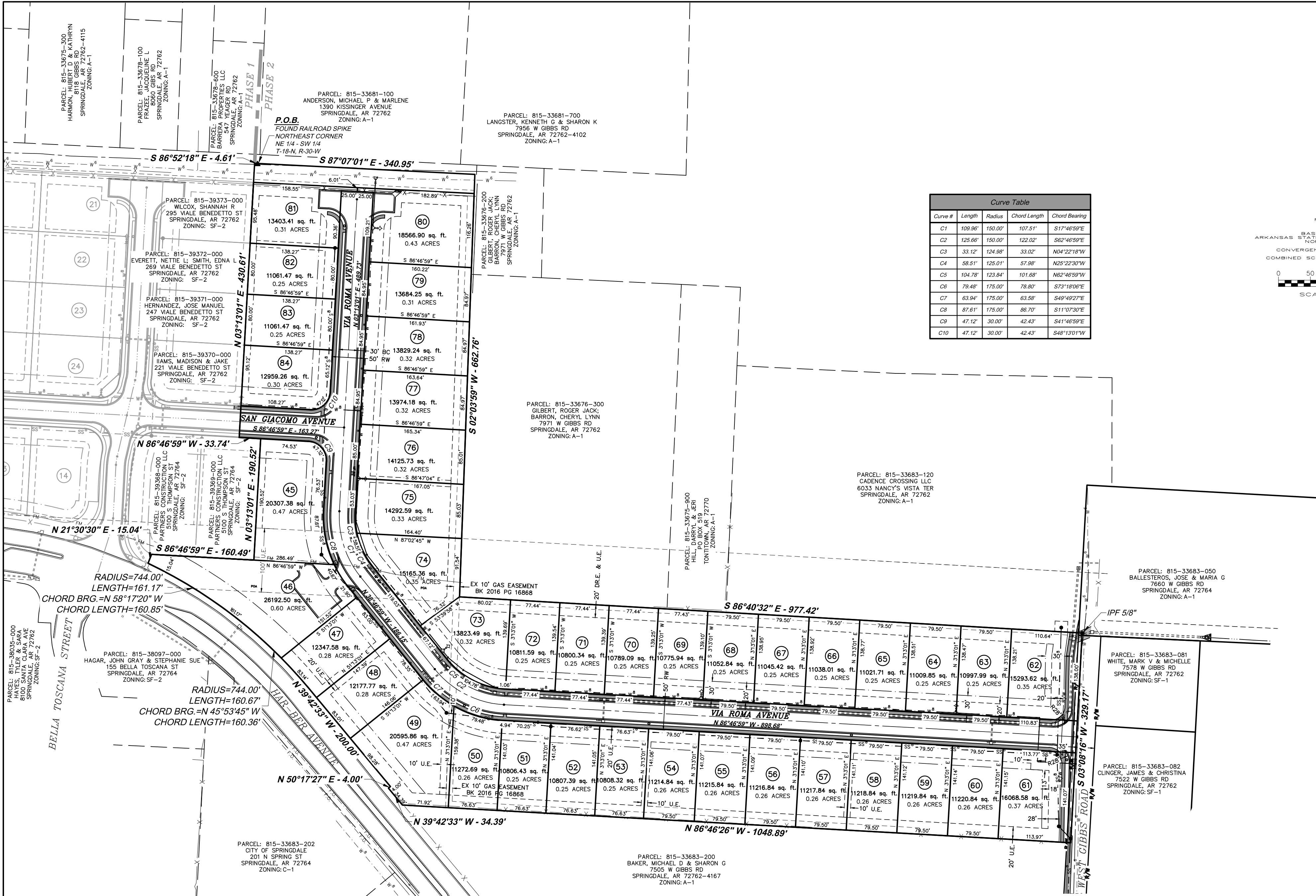
FILE NO. FP21-04

APPLICANT: ESI

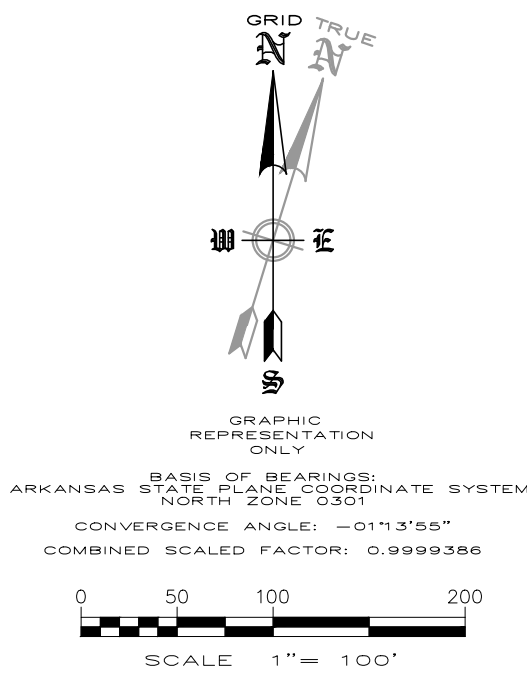
REQUEST: Final Plat for Benedetto Subdivision, Phase II

PLANNING COMMISSION MEETING

December 7, 2021



Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C1	109.86	150.00'	107.51'	S17°46'59"E
C2	125.65	150.00'	122.02'	S62°46'59"E
C3	33.12'	124.98'	33.02'	N64°22'18"W
C4	58.51'	125.01'	57.89'	N25°22'30"W
C5	104.78'	123.84'	101.68'	N62°46'59"W
C6	78.48'	175.00'	78.89'	S73°18'08"E
C7	63.94'	175.00'	63.58'	S49°49'27"E
C8	87.61'	175.00'	86.70'	S11°07'30"E
C9	47.12'	30.00'	42.43'	S41°46'59"E
C10	47.12'	30.00'	42.43'	S48°13'01"W

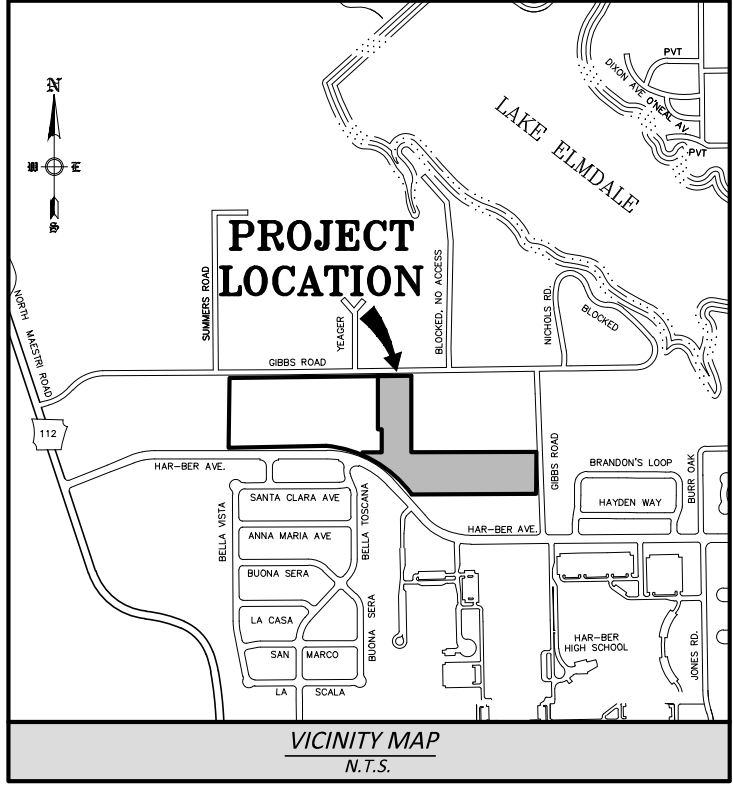


LEGEND

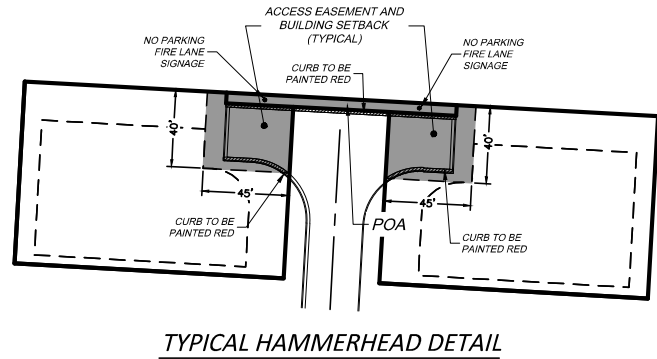
- PROPERTY LINE
- ADJACENT OWNER
- EASEMENT (AS NOTED)
- SETBACK
- CENTERLINE OF ROAD
- CURB & GUTTER
- WATER LINE
- SANITARY SEWER LINE
- STORM PIPE (SIZE AS NOTED)
- UTILITY CONDUITS
- POINT OF BEGINNING
- IPF - IRON PIN FOUND (AS NOTED)
- FOUND RAILROAD SPIKE
- IPF - IRON PIN SET w/ CAP "PLS 1156"
- MANHOLE (TYPE AS NOTED)
- LIGHT POLE

P.O.B.

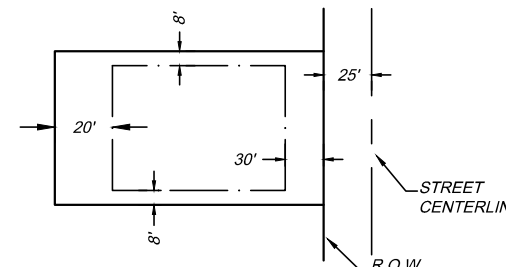
- ▲
-
-
- ⊙
-



BUILDING SETBACK TABLE	
FRONT	30'
REAR	20'
SIDE	8'
SIDE ON STREET	30'



TYPICAL HAMMERHEAD DETAIL



TYPICAL SETBACK DETAIL
NOTE: DISTANCE SHOWN WILL YIELD TO UTILITY EASEMENTS.

BENCHMARKS	
BM "A": XXXX NAVD 88	
BM "B": XXXX NAVD 88	

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE	SIGNATURE
STREETS AND DRAINAGE	DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
WATER AND SEWER	ENGINEER SPRINGDALE WATER UTILITIES
APPROVAL FOR RECORDING	SECRETARY, PLANNING
ACCEPTANCE OF DEDICATIONS	CHAIRMAN PLANNING COMMISSION
	CITY CLERK CITY OF SPRINGDALE
	MAYOR CITY OF SPRINGDALE

- NOTES:**
- ALL LOT CORNER RADII ARE 30' UNLESS OTHERWISE NOTED.
 - ALL STREET RIGHTS-OF-WAY WITHIN SUBDIVISION ARE 50' IN WIDTH.
 - LOT 74 IS A NON-BUILDABLE LOT. LOT 46 AND LOT 74 ARE TO BE OWNED AND MAINTAINED BY THE POA.
 - LOTS 46, 47, 48, AND 49 SHALL HAVE NO ACCESS TO HAR-BER AVENUE.
 - LOTS 61, 62, 80, AND 81 SHALL HAVE NO ACCESS TO GIBBS ROAD.
 - SIDEWALKS ARE TO BE 5' WIDE WITH A 4" GREEN SPACE AS REQUIRED BY CITY ORDINANCE AND SHALL BE PLACED BY INDIVIDUAL LOT OWNER UPON EACH LOT.
 - 5/8" REBAR WITH CAP "PLS 1156" SET AT ALL PROPERTY CORNERS.
 - THE DEVELOPER RETAINS ALL EASEMENTS UNTO THEMSELVES FOR USE AND APPROVAL OF UTILITY PLACEMENT WITHIN.
 - ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6" FROM THE SIDE PROPERTY LINE.
 - NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.

SURVEY DESCRIPTION: (815-33680-200, 815-33680-400)

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) AND A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTEEN NORTH (T-18-N), RANGE 30 WEST (R-30-W) OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE SE 1/4 S87°07'01"E A DISTANCE OF 340.95 FEET; THENCE LEAVING SAID NORTH LINE S27°03'59"W A DISTANCE OF 662.76 FEET; THENCE S86°40'32"E A DISTANCE OF 977.42 FEET; THENCE S83°08'16"W A DISTANCE OF 328.17 FEET; THENCE N86°46'26"W A DISTANCE OF 1048.89 FEET; THENCE N39°42'33"W A DISTANCE OF 34.39 FEET; THENCE N50°17'27"E A DISTANCE OF 4.00 FEET; THENCE N39°42'33"W A DISTANCE OF 200.00 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 744.00 FEET, AN ARC LENGTH OF 160.67 FEET, AND A CHORD BEARING AND DISTANCE OF N45°53'45"W - 160.36 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 744.00 FEET, AN ARC LENGTH OF 161.17 FEET, AND A CHORD BEARING AND DISTANCE OF N58°17'20"W - 160.85 FEET; THENCE N21°30'30"E A DISTANCE OF 15.04 FEET; THENCE S86°46'59"E A DISTANCE OF 160.49 FEET; THENCE N03°13'01"E A DISTANCE OF 190.52 FEET; THENCE N86°46'59"W A DISTANCE OF 33.74 FEET; THENCE N03°13'01"E A DISTANCE OF 430.61 FEET TO THE NORTH LINE OF SAID NE 1/4 OF THE SW 1/4; THENCE ALONG SAID NORTH LINE S86°52'18"E A DISTANCE OF 4.61 FEET TO THE POINT OF BEGINNING, CONTAINING 14.4 ACRES (629,269 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

CERTIFICATE OF ACCURACY OF SURVEY:

I CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON AS REQUIRED BY REGULATIONS, STANDARDS AND SPECIFICATIONS FOR THE DIVISION, DEVELOPMENT AND IMPROVEMENT OF UNINCORPORATED LAND IN WASHINGTON COUNTY.

DATE: _____ SURVEYOR: _____ S. CRAIG DAVIS, PLS 1156

TRANSMITTAL, OWNERSHIP, AND ORDINANCE: The undersigned hereby transmits this plat to the City of Springdale for approval and acceptance and certifies to be the owner of the property described and hereby dedicates all streets, alleys, easements, parks, and other open spaces to public or private use as noted. The undersigned certifies that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law. The undersigned further certifies that the required ordinance of acceptance is in order having been approved by the City Attorney on _____.

OWNER / DEVELOPER: TUSCANY VILLAGE, INC.
5100 S. THOMPSON
SPRINGDALE, AR 72764

PHILIP TALDO, OWNER
SIGNATURE: _____ DATE: _____
RESOLUTION: Resolved that TUSCANY VILLAGE, INC., hereby authorizes PHILIP TALDO to execute the Certificate of Ownership and Dedication as shown on this Final Plat.

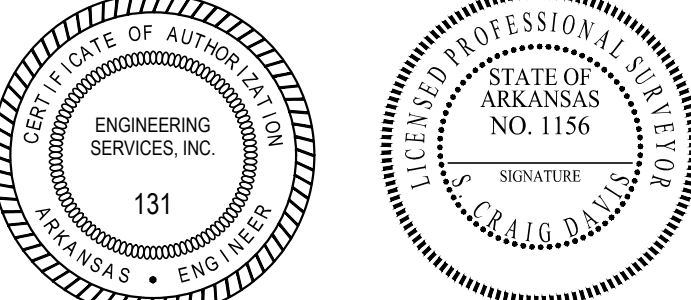
CERTIFICATE: We, TUSCANY VILLAGE, INC., do hereby certify that the foregoing is a true and correct copy of the resolution.

DATE: _____ SIGNATURE: _____

OWNER/DEVELOPER: TUSCANY VILLAGE INC.
5100 S. THOMPSON
SPRINGDALE, AR 72764

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762
SF-2 SINGLE FAMILY RESIDENTIAL

CITY ZONING:



REVISION	DATE	DESCRIPTION

FINAL PLAT

BENEDETTO - PHASE II

SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=100' DATE: October 21, 2021 DRAWN BY: KND

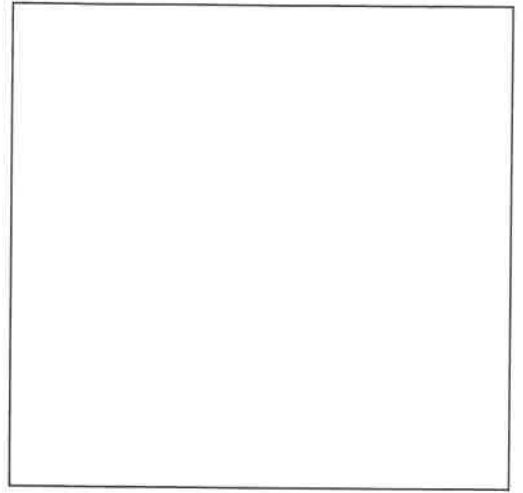
ENGINEERING SERVICES, INCORPORATED

SPRINGDALE, ARKANSAS

© COPYRIGHT 2015, ENGINEERING SERVICES, INC. 0-0001-434 PM W.O.# 16942 SHEET **01**

FP21-XX

ESI



ORDINANCE NO. _____

AN ORDINANCE 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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS: That whereas, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET WHICH IS N87°27'15"W 29.26' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET N87°27'15"W 388.25' TO A FOUND IRON PIN ON THE EASTERLY RIGHT-OF-WAY OF SPYGLASS DRIVE, THENCE WITH SAID RIGHT-OF-WAY N02°31'42"E 312.69' TO A SET IRON PIN, THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF SPYGLASS DRIVE S89°41'01"E 384.34' TO A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET, THENCE WITH SAID RIGHT-OF-WAY S01°54'00"W 186.47' TO A SET IRON PIN, THENCE CONTINUING WITH SAID RIGHT-OF-WAY S01°39'26"W 141.20' TO THE POINT OF BEGINNING. CONTAINING 2.84 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept said Spyglass Estates Subdivision, to the City of Springdale, Arkansas.

AND WHEREAS, a hearing was held upon the acceptance of said plat by the City Planning Commission and that there appeared no protestants to the acceptance and dedication:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Spyglass Estates Subdivision, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this ordinance and made a part hereof as through set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for the use and benefit of the public the dedications contained therein.

EMERGENCY CLAUSE: It is hereby declared that an emergency exists in that the owner of property will be deprived of the full use and enjoyment of their property and will not be able to complete the sale of their property within thirty days and therefore an emergency exists.

The ordinance passed this _____ day of _____, 2021.

CITY OF SPRINGDALE.
SPRINGDALE, ARKANSAS

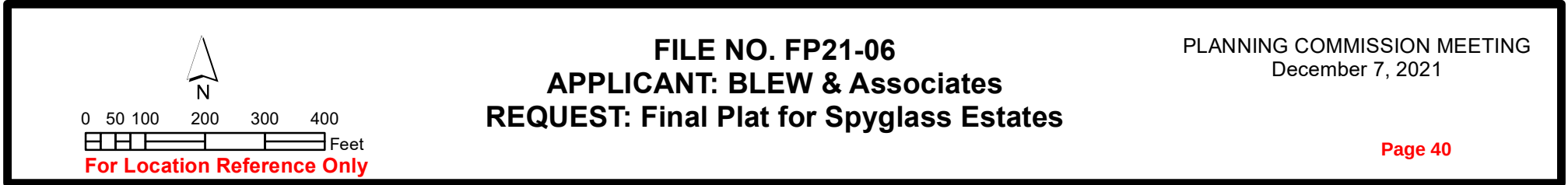
BY: _____
DOUG SPROUSE - MAYOR

ATTEST:

Denise Pearce - City Clerk

APPROVED AS TO FORM:

Ernest Cate - City Attorney



FINAL PLAT
SPYGLASS ESTATES SUBDIVISION
SOUTH TURNER ROAD
SPRINGDALE, ARKANSAS
DECEMBER 7TH, 2021

Certificate of Ownership and Dedication:

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all streets, alleys, easements, parks, and other open spaces to public or private use as shown on the plat. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law

Date _____ Mr. Norm Ditch
Managing Member
MK Property Holdings, LLC

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____

Certificate of Survey and Accuracy:

I Hereby Certify That The Plan Shown And Described Hereon Is A True And Correct Survey And That The Monuments Have Been Placed As Stated Hereon As Required By The Subdivision Regulations Of The City Of Springdale, Arkansas

Date _____ Heath Myers, PLS



Certificates of Acceptance:

The undersigned hereby certify that this plat meets current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertains to this plat and to the offices of responsibility shown below.

Date _____	_____ City Clerk
Date _____	_____ Mayor
Date _____	_____ Secretary, Planning Commission
Date _____	_____ Chairman, Planning Commission
Date _____	_____ Director, Planning and Community Development Division
Date _____	_____ Engineer, Springdale Water Utilities
Date _____	_____ Director, Public Works

Notes:

Basis of Bearing:
Arkansas State Plane, North Zone, NAD 83
Convergence angle = -1°14'33.17778"
Distances shown on plat are grid.
Combined scale factor (grid to ground) = 1.00007245724
Latitude: 36°08'43.68650"
Longitude: -94°08'07.20482"

Dimensions are measured from the Back of Curb, the Edge of Sidewalk, or the Center of Road.

Proposed Sidewalk To Be Constructed Prior To Certificate of Occupancy of House.

Ensure Trees are planted 5' From Water Mains, Storm Drainage, And Other Utilities.

Before any work in the Right-of-Way commences, Contractor and or owner is to contact the City of Springdale Engineering and Transportation Departments and notify said departments on the intent and type of the work that will take place with-in the Right-of-Way.

ABBREVIATIONS:
C/L - Center Line
U.E. - Utility Easement
D.E. - Drainage Easement
R/W - Right of Way
FFE - Minimum Finished Floor Elevation
SWU - Springdale Water Utilities
GIS - Geographic Information Systems
POB - Point of Beginning
POC - Point of Commencement
NTS - Not to Scale

Legal Description:

PARCEL 815-29371-000

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET WHICH IS N87°27'15"W 29.26' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET N87°27'15"W 388.25' TO A FOUND IRON PIN ON THE EASTERLY RIGHT-OF-WAY OF SPYGLASS DRIVE, THENCE WITH SAID RIGHT-OF-WAY N02°31'42"E 312.69' TO A SET IRON PIN, THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF SPYGLASS DRIVE S89°41'01"E 384.34' TO A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET, THENCE WITH SAID RIGHT-OF-WAY S01°54'00"W 186.47' TO A SET IRON PIN, THENCE CONTINUING WITH SAID RIGHT-OF-WAY S01°39'26"W 141.20' TO THE POINT OF BEGINNING. CONTAINING 2.84 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Flood Zone Information:

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0070F, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

(Firm Panel #05143C0070F Dated 05/16/2008)

Drainage Easement:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET WHICH IS N87°27'15"W 32.68' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT, THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET N87°27'15"W 384.83' TO A FOUND IRON PIN ON THE EASTERLY RIGHT-OF-WAY OF SPYGLASS DRIVE, THENCE WITH SAID RIGHT-OF-WAY N02°31'42"E 41.92' TO A SET IRON PIN, THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF SPYGLASS DRIVE S87°27'15"E 384.56' TO A SET IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF SOUTH TURNER STREET, THENCE WITH SAID RIGHT-OF-WAY S02°09'42"W 41.92' TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES MORE OR LESS.

Contacts

Owner / Developer:
MK Property Holdings, LLC
1458 Plaza Place, Suite 104A
Springdale, AR 72764
(479) 419-0566

Engineer:
Blew & Associates, PA
5104 S. Pinnacle Hills Pkwy,
Suite 1-C
Rogers, AR 72758
(479) 443-4506

Surveyor:
Blew & Associates, PA
3825 N. Shiloh Dr.
Fayetteville, AR 72703
(479) 443-4506

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE _____ DAY OF _____, 2021.



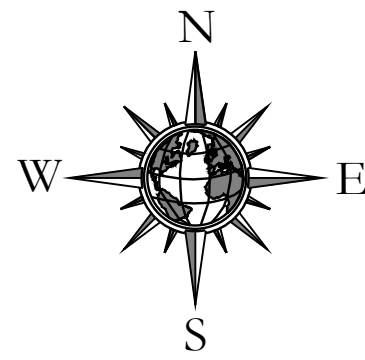
IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

SHEET 1 OF 2

FINAL PLAT
SPYGLASS ESATES SUBDIVISION
SOUTH TURNER ROAD
SPRINGDALE, ARKANSAS
DECEMBER 7TH, 2021



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft

Tract 1
(File 0024-00000255)
INFORMAL PLAT LS 19-32
PORTER PLACE
SUBDIVISION

Parcel 815-29371-000
PORTER, GERALD & EDNA FAMILY TRUST
4204 S TURNER ST
SPRINGDALE, AR 72764
Zoning: SF-2

S 89°41'01" E 384.34'

LOT 3
17,654.44 sf
0.41 ac
Min. FFE: 1274.27'

LOT 2
17,954.41 sf
0.41 ac
Min. FFE: 1272.27'

LOT 4
17,942.61 sf
0.41 ac
Min. FFE: 1273.27'

LOT 5
17,620.65 sf
0.40 ac
Min. FFE: 1271.27'

LOT 6
17,650.20 sf
0.41 ac
Min. FFE: 1270.27'

LOT 1
17,924.02 sf
0.41 ac
Min. FFE: 1270.77'

LOT 7
16,124.87 sf
0.37 ac

LOTS SHOULD BE GRADED SO
THAT SURFACE WATER FROM EACH
LOT WILL FLOW WITHOUT DIVERSION
TO A STORM STRUCTURE

ANY SIDEWALK DISTURBED
DURING CONSTRUCTION SHALL
BE REPLACED PER CITY DETAILS

NON BUILDABLE

DRAINAGE EASEMENT
TO BE DEDICATED PER
THIS PLAT

DRAINAGE EASEMENT
TO BE DEDICATED PER
THIS PLAT

Legend:

Feature	Description
●	Found / Set Monument
○	Property Line
—	Onsite Property Line
- - -	Offsite Property Line
- - -	Right-Of-Way Line
- - -	Setback Line
- - -	Easement Line
- - -	Street / Drive Centerline
- - -	Curb And Gutter
- - -	Concrete Sidewalk
- - -	(Existing)
- - -	Concrete Sidewalk
- - -	(Proposed)
- - -	General Fence Line
- - -	Storm Catch Basin(s)
- - -	Storm Line
- - -	Water Line
- - -	Sanitary Sewer Line
- - -	Fiber Optic Line
- - -	Telephone Line
- - -	Overhead Power Line
- - -	Gate / Water Valve
- - -	Fire Hydrant
- - -	Water Meter - Double
- - -	Water Meter
- - -	Sanitary Sewer Manhole
- - -	Electric Meter on Power Pole
- - -	Electric Meter
- - -	Electric Pedestal
- - -	Fiber Optic Marker
- - -	Fiber Optic Vault
- - -	Telephone Pedestal
- - -	Telephone Cabinet
- - -	Utility Pole
- - -	Light Pole

Zoning Information:

Zoning:	SF-2, Low / Medium Density SF Residential District
Front Setback:	30 ft
Side Setback:	8 ft
Rear Setback:	20 ft

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE _____ DAY OF _____, 2021.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND
NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT
THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE
CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT
DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

LINE	BEARING	DISTANCE
L1	N 87°27'15" W	29.26'

SHEET 2 OF 2

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
BALTAZAR ZUZUKI AT 214 EAST ROBINSON AVENUE
AS SET FORTH IN ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on December 7, 2021, on a request by Baltazar Zuzuki for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) nays recommends that a Conditional Use be granted to Baltazar Zuzuki with the following conditions:

- a. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- b. No obstruction of parking spaces required for the operation of any other use on the site.
- c. Maintain on the site a minimum of three parking spaces designated for their use.
- d. If a health certificate is required, display the health certificate in a manner visible to customers.
- e. No obstruction of pedestrian or motor vehicle traffic flow.
- f. No obstruction of traffic signals or regulatory signs.
- g. No vending upon a public way.
- h. No Sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
- i. Keep vending site clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.
- j. Self-contain mobile vending unit no utility hookups.
- k. Submission of an approved gray water and grease disposal method.
- l. No sign other than on mobile vending unit.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Baltazar Zuzuki with the following conditions:

- a. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- b. No obstruction of parking spaces required for the operation of any other use on the site.
- c. Maintain on the site a minimum of three parking spaces designated for their use.
- d. If a health certificate is required, display the health certificate in a manner visible to customers.
- e. No obstruction of pedestrian or motor vehicle traffic flow.
- f. No obstruction of traffic signals or regulatory signs.
- g. No vending upon a public way.
- h. No Sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
- i. Keep vending site clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.
- j. Self-contain mobile vending unit no utility hookups.
- k. Submission of an approved gray water and grease disposal method.

I. No sign other than on mobile vending unit.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

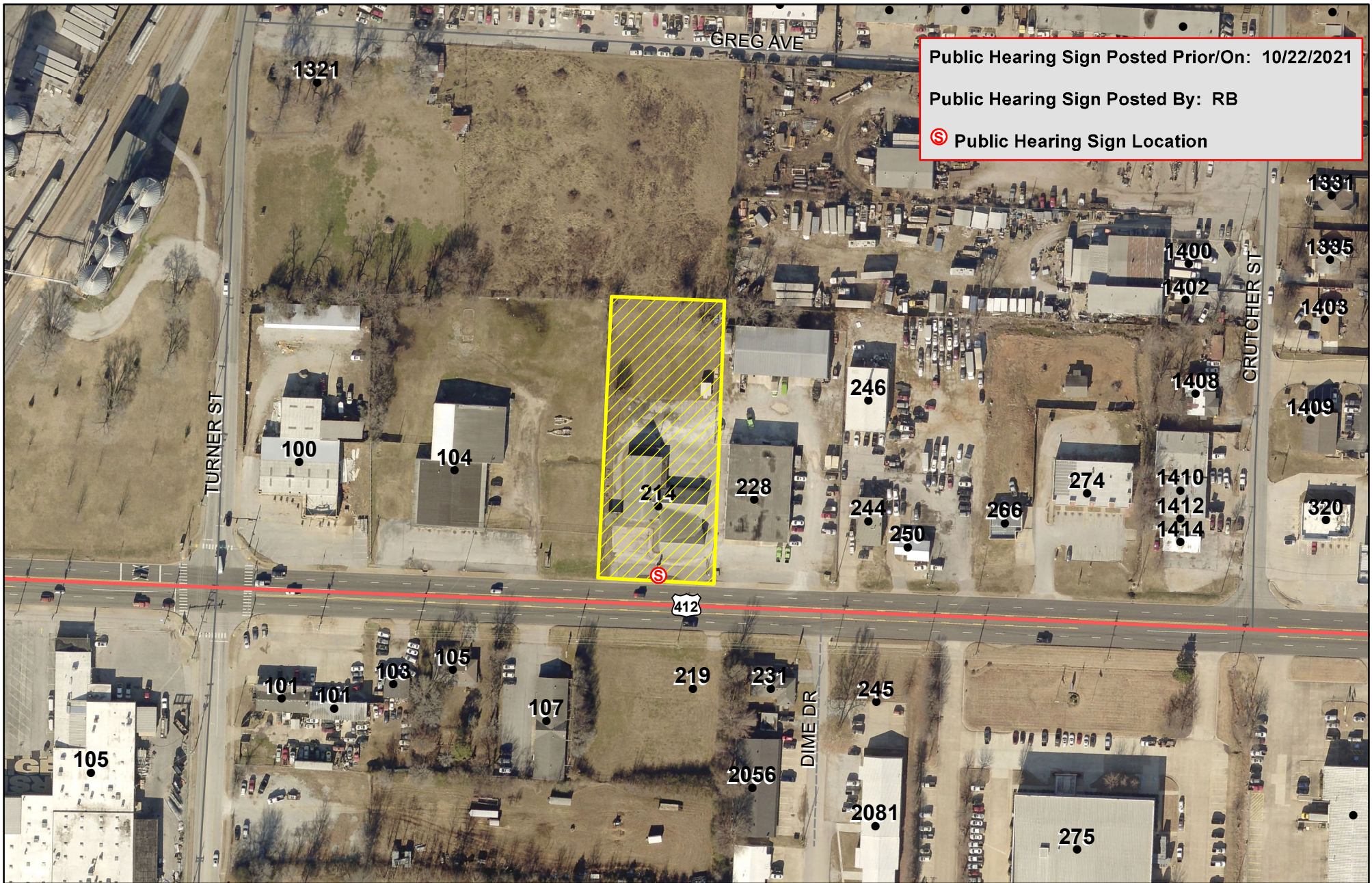
ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 10/22/2021

Public Hearing Sign Posted By: RB

Ⓢ Public Hearing Sign Location

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
KARINA CHAVEZ AT 1108 SOUTH WEST END STREET
AS SET FORTH IN ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on December 7, 2021, on a request by Karina Chavez for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) nays recommends that a Conditional Use be granted to Karina Chavez with the following conditions:

- **Parking and loading areas identified**
- **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
- **If a health certificate is required, display the health certificate in a manner visible to customers**
- **No obstruction of pedestrian or motor vehicle traffic flow**
- **No obstruction of traffic signals or regulatory signs**
- **No vending upon a public way**
- **No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connections with the vending operation.**
- **Sites to remain clean and free of paper or refuse of any kind generated from the operation of the business with all trash or debris accumulating within twenty (20) feet of any vending stand to be collected and deposited into trash container.**
- **Electric service is required to be underground**
- **Submission of an approved gray water and grease disposal method**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Karina Chavez with the following conditions:

- **Parking and loading areas identified**
- **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
- **If a health certificate is required, display the health certificate in a manner visible to customers**
- **No obstruction of pedestrian or motor vehicle traffic flow**
- **No obstruction of traffic signals or regulatory signs**
- **No vending upon a public way**
- **No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connections with the vending operation.**
- **Sites to remain clean and free of paper or refuse of any kind generated from the operation of the business with all trash or debris accumulating within twenty (20) feet of any vending stand to be collected and deposited into trash container.**
- **Electric service is required to be underground**
- **Submission of an approved gray water and grease disposal method**

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

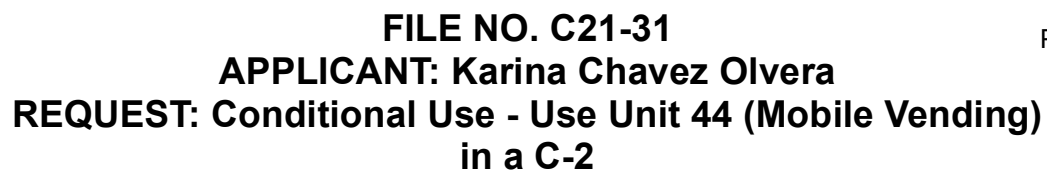


Public Hearing Sign Posted Prior/On: 10/22/2021

Public Hearing Sign Posted By: RB

📍 Public Hearing Sign Location

Public Hearing Sign Location



PLANNING COMMISSION MEETING
December 7, 2021

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
JACQUELINE GIRDNER AT 4492 WARWICK COVE AS
SET FORTH IN ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on December 7, 2021, on a request by Jacqueline Girdner for a Use Unit 28 (Home Occupation) in a Low/Medium Density Single Family Residential District (SF-2).

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) nays recommends that a Conditional Use be granted to Jacqueline Girdner with the following conditions:

Requirements Day Care Family Home

- **Single-family home, occupied by the caregiver**
- **Must be operated within licensing procedures established by the state**
- **The use is limited to ten (10) children including the caregivers**
- **The minimum to qualify for home occupation permit is six (6) children from households other than the caregivers**

Home occupation shall be permitted only if it complies with all of the following:

- **No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure.**
- **No outside storage of materials required for the operation of the business.**
- **Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.**
- **Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.**
- **Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.**
- **Will not produce any fumes, odors, noise or any other offensive effects that are not normal to residential activity.**
- **Will not involve accessory buildings.**
- **Stock in trade shall not exceed ten (10) percent of the floor area of the accessory use.**
- **Will not require the construction of a duplicate kitchen, or the addition to the existing kitchen.**
- **Will not require or cause the consumption on the on the premises of any food product produced thereon.**
- **Will not provide medical treatment, therapeutic massage or similar activities.**

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
SPRINGDALE**, that the City Council hereby grants a conditional use to with the
following conditions

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

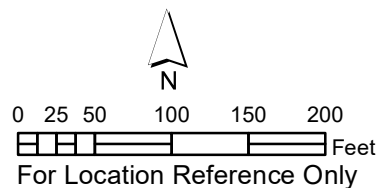
ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. C21-33
APPLICANT: Jacqueline Gardiner
REQUEST: Conditional Use -
Use Unit 28 (Home Occupation/Daycare) in a SF-2

PLANNING COMMISSION MEETING
 December 7, 2021

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE CITY OF
SPRINGDALE, ARKANSAS BUDGET FOR
THE YEAR 2022**

WHEREAS, the Mayor has presented a proposed budget for the calendar year 2022 to the City Council for the City of Springdale, Arkansas as required by Arkansas Code 14-58-201; and

WHEREAS, the Mayor's proposed budget includes a market adjustment in the pay scale

WHEREAS, the City Council Finance Committee held budget work sessions to review, study, discuss and adjust the 2022 budget proposed by the Mayor and has requested this resolution be placed on the City Council agenda.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 Mayor’s budget, the salary increases included therein, the changes in authorized positions including the designation of the positions of Director of Human Resources, Public Works Director and Senior Center Director, and the individuals currently holding these positions as Department Heads, and any changes made by the council finance committee are hereby passed and approved with the compensation increases to be effective January 1, 2022.

PASSED AND APPROVED this 14th day of December, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE SETTING THE SALARIES OF THE
ELECTED OFFICIALS AND PLANNING COMMISSION
MEMBERS OF SPRINGDALE, ARKANSAS AND
REPEALING ORDINANCE NUMBER 5543**

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

WHEREAS, the 2022 proposed budget includes increases in compensation for some elected officials, and

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

1. Effective January 1, 2022, the annual compensation for Springdale elected officials and Planning Commission members shall be as shown below.

City Council Members	\$ 12,000
Planning Commission Members	4,800
Mayor	147,538
City Clerk/Treasurer	103,360
City Attorney	135,165

2. Ordinance Number 5543 setting salaries for elected officials is hereby repealed effective January 1, 2022.

3. **Emergency Clause.** It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective January 1, 2022.

PASSED AND APPROVED this 14th day of December, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. XX-XX

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR DEAN'S TRAIL PHASE II

WHEREAS, sealed bids were received on November 9, 2021 at 2:00 p.m. for the construction of phase II of Dean's Trail; and

WHEREAS, one bid was received with Benchmark Construction of NWA, Inc. being the low bidder for this project at \$2,640,823.87;

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Benchmark Construction of NWA, Inc. for construction of phase II of Dean's Trail for \$2,640,823.87 to be paid for out of the Street Fund.

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

PASSED AND APPROVED this 14th day of December, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261
Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

November 22, 2021

The Honorable Doug Sprouse
Mayor of Springdale
201 Spring Street
Springdale, AR 72764

Re: Job 040786
F.A.P. TAPF-9399(25)
Springdale Dean's Trail Ph. 2 (TAP-18) (S)
Washington County
Hwy. 412, Sec. 2

Dear Mayor Sprouse:

We have received your request for concurrence in award, the bid tabulations, and the 1% administration fee for the referenced project. The Department concurs in the award of the project in the amount of \$2,640,823.87 to the low bidder, Benchmark Construction of NWA, Inc. of Fayetteville, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is \$1,000,000.

Once the contract is executed, you may issue a work order to begin construction. The LPA Report of Work Performed (Attachment K of the Agreement of Understanding) must be submitted with each request for reimbursement and the Final Acceptance Report (Attachment L of the Agreement of Understanding) must be submitted at the completion of the project. These are available from Bashar Qedan, the Department's Resident Engineer in Fayetteville, who can be contacted at (479) 251-9266. Also, Bashar must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to Bashar for review and approval for program eligibility.

Sincerely,

Jared D. Wiley
Assistant Chief Engineer – Planning

c: Deputy Director and Chief Engineer
Construction
Program Management
Transportation Planning and Policy
District 4
Resident Engineer #43
Job 040786 'C' File



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

November 9, 2021

Ryan Carr, PE, CFM
Deputy Director of Engineering Operations
City of Springdale
128 Spring St.
Springdale, AR 72764

Re: City of Springdale
Dean's Trail Phase 2 Rebid
ARDOT Job No. 040786
City Job No. ST-1801
Recommendation of Award

Dear Ryan:

Bids were received for the "Dean's Trail Phase 2" project in the online bid interface at 2:00 p.m. on November 9, 2021. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 1 bid was received on the project. Benchmark Construction of NWA, Inc. submitted the low bid for the project in the amount of \$2,640,823.87. The Engineer's Opinion of Probable Cost was \$2,946,424.00.

We believe that the bid submitted by Benchmark Construction of NWA, Inc. represents a good value for the City of Springdale. We recommend that the construction contract for "Dean's Trail Phase 2" be awarded to Benchmark Construction of NWA, Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

D. Jeffrey Webb, P.E.
Project Manager

Attachments: Bid Tabulation

CITY OF SPRINGDALE
JOB 040786, SPRINGDALE, DEAN'S TRAIL PH.2 REBID (TAP-18)(S) F.A.P. TAPF-9399(25)
BID TABULATION
November 9, 2021 - 2:00 p.m.

BID SCHEDULE 1 - TRAIL, TUNNEL, AND DRAINAGE

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Benchmark Construction of NWA, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	111	Roadway Construction Control	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00
2	112	Trench and Excavation Safety Systems	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 38,310.00	\$ 38,310.00
3	201	Clearing and Grubbing	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 31,270.00	\$ 31,270.00
4	202	Undercut and Backfill	CY	1,900	\$ 32.50	\$ 61,750.00	\$ 22.66	\$ 43,054.00
5	202	Rock Excavation	CY	100	\$ 200.00	\$ 20,000.00	\$ 150.00	\$ 15,000.00
6	202	Unclassified Excavation (Plan Quantity)	CY	2,765	\$ 27.50	\$ 76,037.50	\$ 24.26	\$ 67,078.90
7	202	Embankment (Plan Quantity)	CY	466	\$ 25.00	\$ 11,650.00	\$ 30.64	\$ 14,278.24
8	203	Subgrade Preparation (Plan Quantity)	SY	2,770	\$ 6.25	\$ 17,312.50	\$ 9.48	\$ 26,259.60
9	204	4" Topsoil Placement (Yard Areas)	SY	3,582	\$ 4.50	\$ 16,119.00	\$ 5.11	\$ 18,304.02
10	205	Undercut and Stone Backfill	Ton	100	\$ 65.00	\$ 6,500.00	\$ 46.40	\$ 4,640.00
11	301	18" Class III R.C. Pipe	LF	31	\$ 100.00	\$ 3,100.00	\$ 146.13	\$ 4,530.03
12	301	42" Class III R.C. Pipe	LF	93	\$ 240.00	\$ 22,320.00	\$ 257.96	\$ 23,990.28
13	301	48" Class III R.C. Pipe	LF	111	\$ 275.00	\$ 30,525.00	\$ 316.67	\$ 35,150.37
14	301&SP-24	48" CMP	LF	39	\$ 160.00	\$ 6,240.00	\$ 257.95	\$ 10,060.05
15	301	48" R.C. Flared End Section	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 6,090.00	\$ 6,090.00
16	302	4' Curb Inlet (Type MO)	EA	1	\$ 6,750.00	\$ 6,750.00	\$ 6,090.00	\$ 6,090.00
17	302	5'X5' Drop Inlet (Type E)	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 9,480.00	\$ 9,480.00
18	302	4' Junction Box (Type MO)	EA	1	\$ 6,750.00	\$ 6,750.00	\$ 8,120.00	\$ 8,120.00
19	302	6' Junction Box (Type MO)	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 8,800.00	\$ 8,800.00
20	302	6'X6' Junction Box (Type Special)	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 10,830.00	\$ 21,660.00
21	302	Reconstruct Inlet Top	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 4,740.00	\$ 9,480.00
22	303	Wingwalls & Appurtenances (Triple 48" C.M.P. @ STA 147+92.60)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 13,289.00	\$ 13,289.00
23	305	Concrete Channel Paving	SY	322	\$ 100.00	\$ 32,200.00	\$ 127.17	\$ 40,948.74
24	305	Channel Excavation	CY	230	\$ 35.00	\$ 8,050.00	\$ 25.54	\$ 5,874.20
25	305	Erosion Control Fabric	SY	333	\$ 30.00	\$ 9,990.00	\$ 12.65	\$ 4,212.45
26	401	4" Aggregate Base Course (Class 7)	SY	2,770	\$ 13.00	\$ 36,010.00	\$ 10.59	\$ 29,334.30
27	405	Asphalt Concrete Patching for Maintenance of Traffic	Ton	10	\$ 500.00	\$ 5,000.00	\$ 436.73	\$ 4,367.30
28	406	Asphalt Concrete Hot Mix Patching of Existing Roadways	Ton	10	\$ 500.00	\$ 5,000.00	\$ 766.00	\$ 7,660.00
29	501	Concrete Curb and Gutter	LF	721	\$ 30.00	\$ 21,630.00	\$ 49.00	\$ 35,329.00
30	502	4" Thick Concrete Sidewalk	SY	63	\$ 75.00	\$ 4,725.00	\$ 123.00	\$ 7,749.00
31	503	Concrete Aprons	SY	81	\$ 85.00	\$ 6,885.00	\$ 97.46	\$ 7,894.26
32	503	Concrete Driveway	SY	20	\$ 75.00	\$ 1,500.00	\$ 114.00	\$ 2,280.00
33	503	Aggregate Base Course Driveway	SY	138	\$ 15.00	\$ 2,070.00	\$ 21.09	\$ 2,910.42
34	503	Asphalt/Concrete Driveway Removal	SY	242	\$ 17.50	\$ 4,235.00	\$ 36.82	\$ 8,910.44
35	505	Seeding	AC	2	\$ 3,500.00	\$ 7,000.00	\$ 1,807.00	\$ 3,614.00
36	505	Sodding	SY	3,582	\$ 6.25	\$ 22,387.50	\$ 3.51	\$ 12,572.82
37	505	Additional Watering	MG	45	\$ 80.00	\$ 3,600.00	\$ 107.00	\$ 4,815.00
38	506	Mailbox/Support Relocation	EA	1	\$ 900.00	\$ 900.00	\$ 581.00	\$ 581.00
39	507	4" Striping (Reflectorized Paint)	LF	2,062	\$ 2.50	\$ 5,155.00	\$ 0.83	\$ 1,711.46
40	507	Crosswalks (Thermoplastic)	LF	168	\$ 30.00	\$ 5,040.00	\$ 28.09	\$ 4,719.12
41	509	Erosion Control	LS	1	\$ 22,500.00	\$ 22,500.00	\$ 9,437.00	\$ 9,437.00
42	510	Traffic Control	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 58,343.00	\$ 58,343.00
43	511	Mobilization (not to exceed 5% of contract price)	LS	1	\$ 110,000.00	\$ 110,000.00	\$ 50,696.00	\$ 50,696.00
44	512	Variable Height Wood Privacy Fence	LF	391	\$ 50.00	\$ 19,550.00	\$ 54.34	\$ 21,246.94
45	512	6' Wood Privacy Fence	LF	315	\$ 50.00	\$ 15,750.00	\$ 40.16	\$ 12,650.40
46	512	Gates for 6' Wood Privacy Fence	LF	4	\$ 1,750.00	\$ 7,000.00	\$ 732.00	\$ 2,928.00
47	513	Cast-in-Place Tactile Panel	SF	96	\$ 43.50	\$ 4,176.00	\$ 57.64	\$ 5,533.44
48	513	Handicap Ramp Concrete	SY	45	\$ 95.00	\$ 4,275.00	\$ 154.36	\$ 6,946.20
49	705	Traffic Signal Cable (5c #14)	LF	275	\$ 5.50	\$ 1,512.50	\$ 5.11	\$ 1,405.25
50	707	2" Non-Metallic Conduit	LF	113	\$ 21.00	\$ 2,373.00	\$ 22.99	\$ 2,597.87
51	708	Concrete Pull Box (Type 2 HD)	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,021.00	\$ 1,021.00
52	SP-2	Tunnel Construction	LS	1	\$ 450,000.00	\$ 450,000.00	\$ 270,875.00	\$ 270,875.00
53	SP-4	Tunnel Lighting	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 36,330.00	\$ 36,330.00
54	SP-5	Tree Protection Fencing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,149.00	\$ 1,149.00
55	SP-6	Modular Block Wall (Exposed Face ? Plan Quantity)	SF	6,367	\$ 85.00	\$ 541,195.00	\$ 65.66	\$ 418,057.22
56	SP-7	Submersible Pump, Controls, and Outlet Pipe	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 23,785.00	\$ 23,785.00
57	SP-8	6" Thick Concrete Trail	SY	2,191	\$ 86.00	\$ 188,426.00	\$ 87.57	\$ 191,865.87
58	SP-8	6" Thick Concrete Trail with Integral Retaining Wall	SY	172	\$ 115.00	\$ 19,780.00	\$ 158.68	\$ 27,292.96
59	SP-11	4' Decorative Fence	LF	834	\$ 85.00	\$ 70,890.00	\$ 96.61	\$ 80,572.74



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY LOCATED AT 219 E. APPLE BLOSSOM AVE.
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 NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 13, SAID POINT BEING A FOUND RAILROAD SPIKE IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 AND ALONG EAST APPLE BLOSSOM AVENUE, N87°25'37"W A DISTANCE OF 47.51 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE AND EAST APPLE BLOSSOM AVENUE, S02°24'46"W A DISTANCE OF 288.97 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N86°25'39"W A DISTANCE OF 208.84 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°24'46"E A DISTANCE OF 285.33 FEET TO THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG SAID NORTH LINE, S87°25'37"E A DISTANCE OF 208.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES (59,958 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF EAST APPLE BLOSSOM AVENUE ON THE NORTH SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

Also known as Tract 1, Apple Blossom Informal Plat, filed for record with the Benton County Clerk & Reporter on August 27, 2021, as Document No. L202164378, more commonly known as 219 E. Apple Blossom Ave., Springdale Benton County, Arkansas.

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 \$150,000.00;

WHEREAS, the amount offered by Guadalupe Masonry Homes, LLC, for the Property is reasonable, as the Property appraised for \$165,000.00, and the proposed Buyer has agreed to dedicate thirty-five (35) feet of right-of-way along the north boundary of the Property to the City of Springdale for future improvements to E. Apple Blossom Ave.;

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 \$150,000.00.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

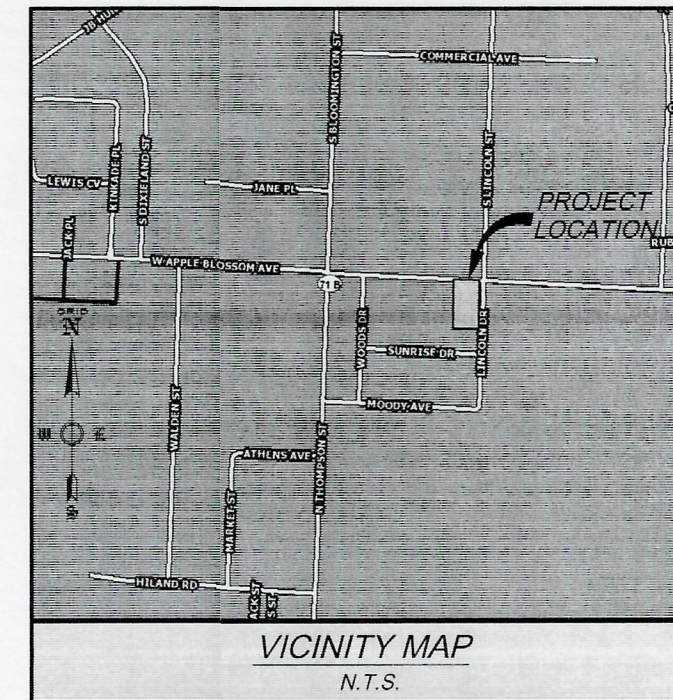
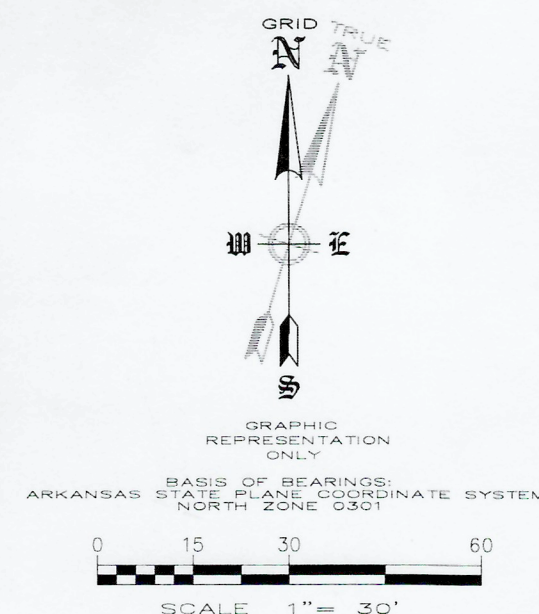
ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RECORDING INFORMATION



LEGEND	
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
●	IRON PIN FOUND (AS NOTED)
▲	FOUND RAILROAD SPIKE
○	IRON PIN SET w/ CAP "PLS 1156"
⊗	SET "MAG" NAIL
⊙	FOUND COTTON PICKER SPINDLE
⊕	WATER METER
⊖	GAS METER
⊗	POWER POLE
⊕	FIRE HYDRANT
⊖	WATER VALVE
---	PROPERTY LINE
---	SECTION LINE
---	SECTION "40" LINE
---	ADJACENT OWNER
---	EASEMENT (AS NOTED)
---	RIGHT-OF-WAY
---	BUILDING SETBACK LINE (B.S.L.)
---	CHAIN LINK FENCE LINE
---	OVERHEAD UTILITIES
---	WATER LINE

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 05007C0435J, COMMUNITY PANEL NO. 435 OF 560, EFFECTIVE DATE SEPTEMBER 28, 2007 FOR BENTON COUNTY, ARKANSAS, AND INCORPORATED AREAS.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS PROVIDED BY THE SURVEYOR AND IS BASED ON ABOVE GROUND FEATURES AND CITY G.I.S. ONLY. THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- WARRANTY DEED: CITY OF BETHEL HEIGHTS, RECORDED APRIL 5, 2011, DEED BOOK 2011, PAGE 18853.
- PLAT OF MOODY ACRES: RECORDED APRIL 10, 1964, PLAT FILE E-54.
- BOUNDARY SURVEY: BY ALAN REID & ASSOC., G. ALAN REID, AR PLS 1005, RECORDED FEBRUARY 22, 2007, BOOK 2007, PAGE 192.
- RIGHT OF WAY ACQUISITION AND JOB NO. 090373: BY CRAFTON TULL, LYNN G. DAVISON, AR PLS 1108, STATE FILE 20200504521, (500-1108-00001).
- BOUNDARY SURVEY: BY SURVEY 1, INC., G.E. BUESCHER, AR PLS 1181, RECORDED NOVEMBER 15, 2002, PLAT BOOK 2002, PAGE 307.

SURVEY DESCRIPTION PARENT TRACT:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 13, SAID POINT BEING A FOUND RAILROAD SPIKE IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 AND ALONG EAST APPLE BLOSSOM AVENUE, N87°25'37"W A DISTANCE OF 47.51 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE AND EAST APPLE BLOSSOM AVENUE, S02°24'46"W A DISTANCE OF 105.96 FEET TO A SET "MAG" NAIL ON THE NORTH LINE OF MOODY ACRES SUBDIVISION; THENCE ALONG SAID NORTH LINE, N86°45'42"W A DISTANCE OF 208.82 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE, N02°24'46"E A DISTANCE OF 403.54 FEET TO THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG SAID NORTH LINE, S87°25'37"E A DISTANCE OF 208.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1.94 ACRES (84,512 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF EAST APPLE BLOSSOM AVENUE ON THE NORTH SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

SURVEY DESCRIPTION TRACT 1:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 13, SAID POINT BEING A FOUND RAILROAD SPIKE IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 AND ALONG EAST APPLE BLOSSOM AVENUE, N87°25'37"W A DISTANCE OF 47.51 FEET; THENCE LEAVING SAID NORTH LINE AND EAST APPLE BLOSSOM AVENUE, S02°24'46"W A DISTANCE OF 288.97 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N86°25'39"W A DISTANCE OF 208.84 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°24'46"E A DISTANCE OF 285.33 FEET TO THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG SAID NORTH LINE, S87°25'37"E A DISTANCE OF 208.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1.38 ACRES (59,958 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF EAST APPLE BLOSSOM AVENUE ON THE NORTH SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

SURVEY DESCRIPTION TRACT 2:

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 13, SAID POINT BEING A FOUND RAILROAD SPIKE IN EAST APPLE BLOSSOM AVENUE; THENCE ALONG THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4 AND ALONG EAST APPLE BLOSSOM AVENUE, N87°25'37"W A DISTANCE OF 47.51 FEET; THENCE LEAVING SAID NORTH LINE AND EAST APPLE BLOSSOM AVENUE, S02°24'46"W A DISTANCE OF 288.97 FEET TO THE POINT OF BEGINNING AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING S02°24'46"W A DISTANCE OF 116.99 FEET TO A SET "MAG" NAIL ON THE NORTH LINE OF MOODY ACRES SUBDIVISION; THENCE ALONG SAID NORTH LINE, N86°45'42"W A DISTANCE OF 208.82 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE, N02°24'46"E A DISTANCE OF 118.21 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S86°25'39"E A DISTANCE OF 208.84 FEET TO THE POINT OF BEGINNING, CONTAINING 0.56 ACRES (24,554 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

CITY OF SPRINGDALE

DATE

SIGNATURE

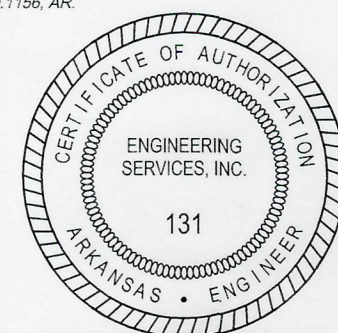
APPROVAL FOR RECORDING

DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN ON THIS PLAT. I FURTHER DECLARE THAT THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

S. CRAIG DAVIS, L.S. No. 1156, AR



OWNER'S CERTIFICATION:

AS OWNERS, WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED TO BE SURVEYED, DIVIDED, PLATTED, DEDICATED AND/OR ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

CITY OF SPRINGDALE

DATE

SUBSCRIBED AND SWORN BEFORE ME THIS 25 DAY of August, 2021.

MY COMMISSION EXPIRES: 12-10-2024

NOTARY PUBLIC

DEBBIE A. POUNDERS
OFFICIAL SEAL - NOTARY PUBLIC
WASHINGTON COUNTY ARKANSAS
COMMISSION # 12402006
MY COMMISSION EXPIRES 12-10-2024



APPLE BLOSSOM INFORMAL PLAT
FOR CITY OF SPRINGDALE, ARKANSAS
SPRINGDALE, BENTON COUNTY, ARKANSAS
SCALE: 1"=30' DATE: August 17, 2021 DRAWN BY: RER
ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 20591 SHEET 1

CITY OF SPRINGDALE
JOB 040786, SPRINGDALE, DEAN'S TRAIL PH.2 REBID (TAP-18)(S) F.A.P. TAPF-9399(25)
BID TABULATION
November 9, 2021 - 2:00 p.m.

BID SCHEDULE 1 - TRAIL, TUNNEL, AND DRAINAGE

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Benchmark Construction of NWA, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
60	SP-11	6' Decorative Fence	LF	132	\$ 110.00	\$ 14,520.00	\$ 125.80	\$ 16,605.60
61	SP-12	Trail Sign Installation	EA	17	\$ 275.00	\$ 4,675.00	\$ 447.00	\$ 7,599.00
62	SP-13	ARDOT Permanent Pavement Repair	SY	375	\$ 150.00	\$ 56,250.00	\$ 103.44	\$ 38,790.00
63	SP-13	Concrete Parking Lot Reconstruction	SY	205	\$ 80.00	\$ 16,400.00	\$ 105.45	\$ 21,617.25
64	SP-14	Relocate Salvaged Light Pole and Fixture	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 5,277.00	\$ 5,277.00
65	SP-18	12" HDPE	LF	65	\$ 70.00	\$ 4,550.00	\$ 45.97	\$ 2,988.05
66	SP-18	18" HDPE	LF	15	\$ 80.00	\$ 1,200.00	\$ 51.08	\$ 766.20
67	SP-18	24" HDPE	LF	9	\$ 90.00	\$ 810.00	\$ 58.00	\$ 522.00
68	SP-19	Restoration of Landscaping	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 11,748.00	\$ 11,748.00
69	SP-20	Concrete Wheel Stops (New)	EA	9	\$ 125.00	\$ 1,125.00	\$ 115.00	\$ 1,035.00
70	SP-20	Concrete Wheel Stops (Remove, Salvage, and Reinstall)	EA	16	\$ 70.00	\$ 1,120.00	\$ 114.93	\$ 1,838.88
71	SP-22	Permanent Regulatory Signs	SF	66	\$ 55.00	\$ 3,630.00	\$ 76.62	\$ 5,056.92

SUBTOTAL - Schedule 1

\$ 2,465,739.00

\$ 1,966,994.79

BID SCHEDULE 2 - WATER AND SEWER

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Benchmark Construction of NWA, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
72	SP-15	Utility Mobilization (Not to exceed 5%)	L.S.	1	\$ 23,000.00	\$ 23,000.00	\$ 3,639.00	\$ 3,639.00
73	SP-15	Utility Trench Excavation Safety Systems	L.S.	1	\$ 30,000.00	\$ 30,000.00	\$ 5,823.00	\$ 5,823.00
74	SP-15	Spot Dig and Verify Exiting Utility Locations	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 5,095.00	\$ 5,095.00
75	SP-15	Bypass Pumping	L.S.	1	\$ 20,000.00	\$ 20,000.00	\$ 35,189.00	\$ 35,189.00
76	SP-15	8" DI Water Line	L.F.	399	\$ 105.00	\$ 41,895.00	\$ 78.73	\$ 31,413.27
77	SP-15	12" DI Water Line	L.F.	95	\$ 260.00	\$ 24,700.00	\$ 382.02	\$ 36,291.90
78	SP-15	8" PVC Sanitary Sewer Line	L.F.	204	\$ 70.00	\$ 14,280.00	\$ 77.48	\$ 15,805.92
79	SP-15	10" PVC Sanitary Sewer Line	L.F.	91	\$ 100.00	\$ 9,100.00	\$ 90.67	\$ 8,250.97
80	SP-15	8" DI Sanitary Sewer Line (Including Removal of PVC Sanitary Sewer Pipe)	L.F.	36	\$ 160.00	\$ 5,760.00	\$ 314.00	\$ 11,304.00
81	SP-15	15" PVC Sanitary Sewer Line	L.F.	43	\$ 130.00	\$ 5,590.00	\$ 106.00	\$ 4,558.00
82	SP-15	16" DI Sanitary Sewer Line	L.F.	18	\$ 450.00	\$ 8,100.00	\$ 1,310.00	\$ 23,580.00
83	SP-15	Ductile Iron Fittings for Water Line	LB.	1,500	\$ 13.00	\$ 19,500.00	\$ 23.16	\$ 34,740.00
84	SP-15	8"x8" Tapping Sleeve and Valve	EA.	4	\$ 8,000.00	\$ 32,000.00	\$ 10,127.00	\$ 40,508.00
85	SP-15	12"x12" Tapping Sleeve and Valve	EA.	2	\$ 15,000.00	\$ 30,000.00	\$ 30,539.00	\$ 61,078.00
86	SP-15	8" Water Line Cut and Cap	EA.	4	\$ 1,800.00	\$ 7,200.00	\$ 6,204.00	\$ 24,816.00
87	SP-15	12" Water Line Cut and Cap	EA.	2	\$ 2,700.00	\$ 5,400.00	\$ 6,637.00	\$ 13,274.00
88	SP-15	Concrete Anchor Collar Block	EA.	5	\$ 1,600.00	\$ 8,000.00	\$ 4,873.00	\$ 24,365.00
89	SP-15	Fire Hydrant Assembly	EA.	2	\$ 6,500.00	\$ 13,000.00	\$ 11,936.00	\$ 23,872.00
90	SP-15	4' ID San. Sewer Manhole, Cast-in-Place, 0' to 6' Depth	EA.	4	\$ 5,500.00	\$ 22,000.00	\$ 6,033.00	\$ 24,132.00
91	SP-15	4' ID San. Sewer Manhole Additional Depth, Over 6'	V.F.	4	\$ 400.00	\$ 1,400.00	\$ 1,050.00	\$ 3,675.00
92	SP-15	5' ID San. Sewer Manhole, Cast-in-Place, 0' to 6' Depth	EA.	2	\$ 6,750.00	\$ 13,500.00	\$ 7,312.00	\$ 14,624.00
93	SP-15	5' ID San. Sewer Manhole Additional Depth, Over 6'	V.F.	5	\$ 600.00	\$ 2,760.00	\$ 1,138.00	\$ 5,234.80
94	SP-15	Abandon Existing Manhole	EA.	3	\$ 2,000.00	\$ 6,000.00	\$ 8,152.00	\$ 24,456.00
95	SP-15	Demolish and Remove Existing Manhole	EA.	1	\$ 2,500.00	\$ 2,500.00	\$ 7,151.00	\$ 7,151.00
96	SP-15	Adjust Manhole to Grade	EA.	6	\$ 2,000.00	\$ 12,000.00	\$ 3,193.00	\$ 19,158.00
97	SP-15	30" Steel Encasement by Open Cut	L.F.	40	\$ 430.00	\$ 17,200.00	\$ 581.00	\$ 23,240.00
98	SP-15	20" Steel Encasement by Open Cut	L.F.	35	\$ 250.00	\$ 8,750.00	\$ 360.00	\$ 12,600.00
99	SP-15	16" Steel Encasement by Open Cut	L.F.	89	\$ 200.00	\$ 17,800.00	\$ 309.00	\$ 27,501.00
100	SP-15	16" Steel Encasement by Bore	L.F.	94	\$ 550.00	\$ 51,700.00	\$ 766.00	\$ 72,004.00
101	SP-15	Temporary Blowoff Assembly	EA.	1	\$ 3,000.00	\$ 3,000.00	\$ 1,490.00	\$ 1,490.00
102	SP-15	Concrete Encasement	L.F.	26	\$ 225.00	\$ 5,850.00	\$ 270.77	\$ 7,040.02
103	SP-15	Trench Undercut and Backfill	C.Y.	70	\$ 60.00	\$ 4,200.00	\$ 60.86	\$ 4,260.20
104	SP-15	Rock Excavation for Utilities	C.Y.	35	\$ 200.00	\$ 7,000.00	\$ 676.00	\$ 23,660.00

SUBTOTAL - Schedule 2

\$480,685.00

\$673,829.08

TOTAL BID (Schedule 1 + Schedule 2)

\$2,946,424.00

\$2,640,823.87



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND THE
CITY CLERK OF THE CITY OF SPRINGDALE TO
ACCEPT A GIFT OF LAND FROM BCR DEVELOPMENT,
LLC.**

WHEREAS, BCR Development, LLC, is desirous of making a gift of land to the City of Springdale, Arkansas, said land being more particularly described as follows:

A PART OF THE NORTHEAST QUARTER NE1/4 OF SECTION SIXTEEN (16) TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER (N1/4 CORNER) OF SAID SECTION 16, SAID POINT BEING A FOUND RAILROAD SPIKE; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4), S02°16'26"W A DISTANCE OF 468.12 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, S87°44'04"E A DISTANCE OF 29.43 FEET TO THE SOUTHWEST CORNER OF LOT 90 OF HABBERTON RIDGE SUBDIVISION, PHASE 1A; THENCE ALONG THE SOUTH LINE OF SAID LOT 90, S87°44'04"E A DISTANCE OF 143.49 FEET TO A POINT ON THE WEST LINE OF LOT 89 OF HABBERTON RIDGE SUBDIVISION, PHASE 1A; THENCE ALONG THE WEST LINE OF SAID LOT 89, S55°02'59"E A DISTANCE OF 156.76 FEET; THENCE CONTINUING ALONG SAID WEST LINE, S02°15'56"W A DISTANCE OF 135.93 FEET; THENCE CONTINUING ALONG SAID WEST LINE, S34°53'21"W A DISTANCE OF 145.80 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 89; THENCE ALONG THE SOUTH LINE OF SAID LOT 89, S79°00'44"E A DISTANCE OF 104.82 FEET TO THE NORTHWEST CORNER OF LOT 28 OF HABBERTON RIDGE SUBDIVISION, PHASE 1A; THENCE ALONG THE WEST LINE OF SAID LOT 28, S02°15'56"W A DISTANCE OF 177.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE N87°02'07"W A DISTANCE OF 329.96 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4); THENCE ALONG SAID WEST LINE, N02°16'26"E A DISTANCE OF 532.27 FEET TO THE POINT OF BEGINNING, CONTAINING 3.59 ACRES (156,439 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND,

LOT 90, HABBERTON RIDGE PHASE 1A, TO THE CITY OF SPRINGDALE, ARKANSAS, AS SHOWN ON PLAT RECORD 24 AT PAGE 238.

And as shown on the attached Exhibit "A"

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, accept the above described property from BCR Development, LLC, upon proof being provided that the above-described property will be transferred with good and clear title, and the City agrees to utilize the Property for a fire station to be named after Clifford "Slim" Riggins.

PASSED AND APPROVED this _____ day of _____, 2021.

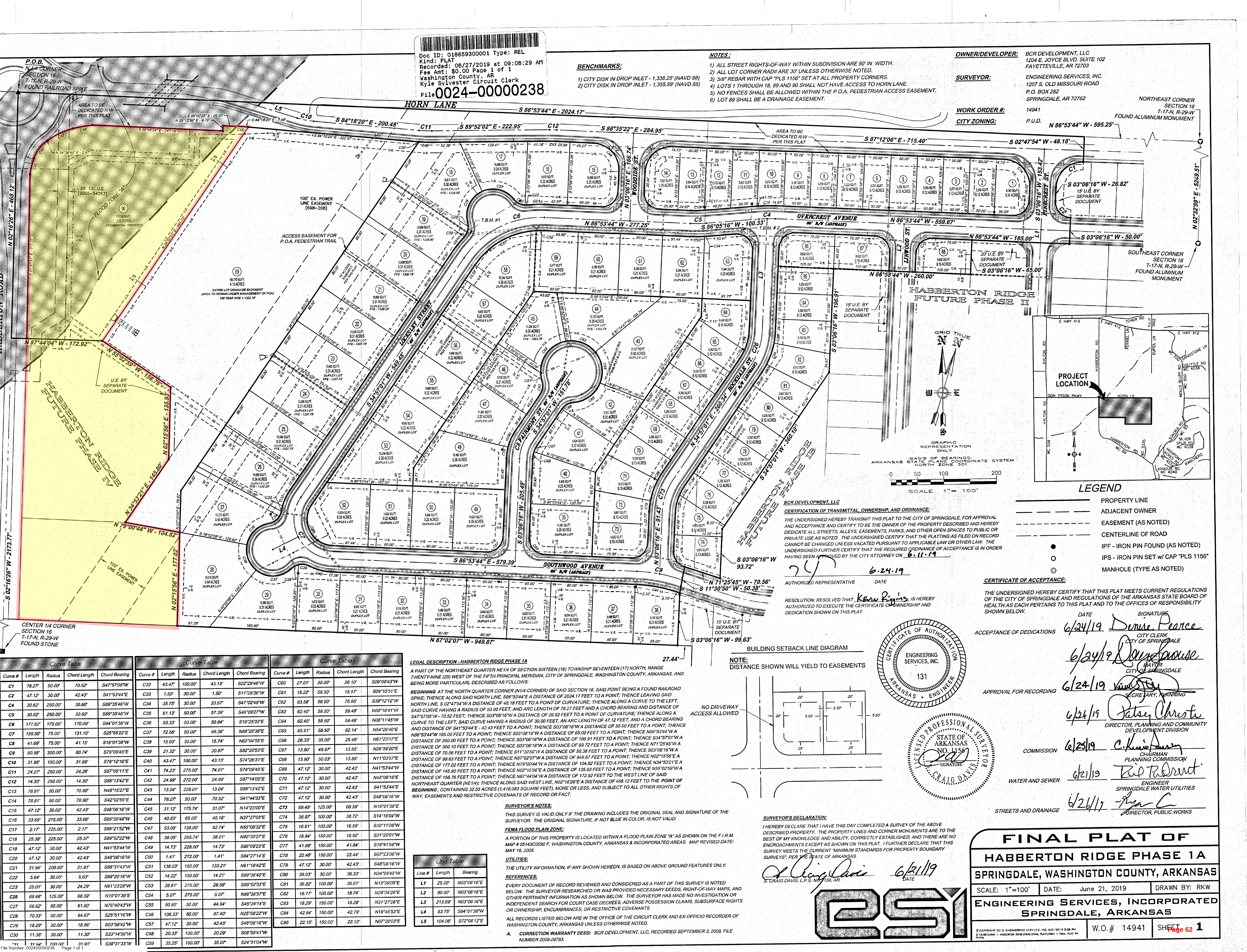
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney



Doc ID: 018659300001 Type: REL
Kind: PLAT
Recorded: 06/27/2019 at 09:08:29 AM
Fee Amt: \$0.00 Page 1 of 1
Washington County, AR
Kyle S. Sylvester Circuit Clerk
File 0024-00000238

- BENCHMARKS:**
- 1) CITY DISK IN DROP INLET - 1,338.25' (NAVD 83)
 - 2) CITY DISK IN DROP INLET - 1,355.89' (NAVD 83)

- NOTES:**
- 1) ALL STREET RIGHTS-OF-WAY WITHIN SUBDIVISION ARE 50' IN WIDTH.
 - 2) ALL LOT CORNER RADII ARE 30' UNLESS OTHERWISE NOTED.
 - 3) 5/8" REBAR WITH CAP "PLS 1156" SET AT ALL PROPERTY CORNERS.
 - 4) LOTS 1 THROUGH 18, 89 AND 90 SHALL NOT HAVE ACCESS TO HORN LANE.
 - 5) NO FENCES SHALL BE ALLOWED WITHIN THE P.O.A. PEDESTRIAN ACCESS EASEMENT.
 - 6) LOT 89 SHALL BE A DRAINAGE EASEMENT.

OWNER/DEVELOPER: BCR DEVELOPMENT, LLC
1204 E. JOYCE BLVD. SUITE 102
FAYETTEVILLE, AR 72703

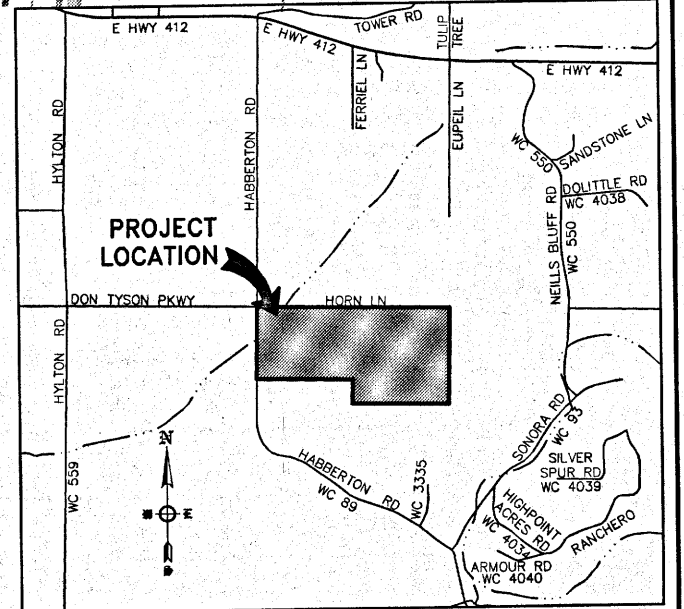
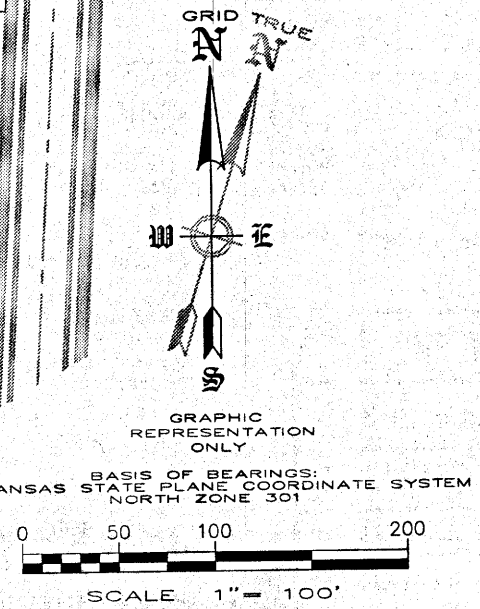
SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72762

WORK ORDER #: 14941

CITY ZONING: P.U.D.

NORTHEAST CORNER
SECTION 16
T-17-N, R-29-W
FOUND ALUMINUM MONUMENT

SOUTHEAST CORNER
SECTION 16
T-17-N, R-29-W
FOUND ALUMINUM MONUMENT



CERTIFICATION OF TRANSMITTAL, OWNERSHIP, AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE, FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LAW OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON 6.11.19

24/ 6-24-19

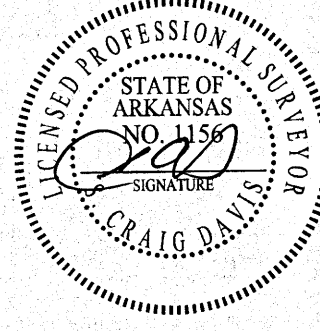
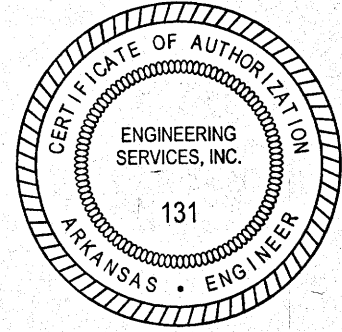
AUTHORIZED REPRESENTATIVE DATE

RESOLUTION: RESOLVED THAT Kenn R. Davis IS HEREBY AUTHORIZED TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN ON THIS PLAT.

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE SIGNATURE
6/24/19 Denise Pearce CITY CLERK
CITY OF SPRINGDALE
6/24/19 [Signature] MAYOR
CITY OF SPRINGDALE
6/24/19 [Signature] SECRETARY, PLANNING
6/25/19 [Signature] DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION
COMMISSION
6/25/19 C. [Signature] CHAIRMAN
PLANNING COMMISSION
6/25/19 [Signature] ENGINEER
SPRINGDALE WATER UTILITIES
6/26/19 [Signature] DIRECTOR, PUBLIC WORKS



SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. I FURTHER DECLARE THAT THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

6/21/19

6/21/19



FINAL PLAT OF
HABBERTON RIDGE PHASE 1A
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=100' DATE: June 21, 2019 DRAWN BY: RKW

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE HAZARD PAY FOR
POLICE AND FIRE DEPARTMENT STAFF THAT HAVE
BEEN AND REMAIN IN DIRECT CONTACT WITH THE
PUBLIC DURING THE COVID-19 PANDEMIC.**

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

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

WHEREAS, exposure to COVID-19 has led to illness, hospitalization and fatalities;

WHEREAS, the Administration believes exposure to COVID-19 to be hazardous;

WHEREAS, the City of Springdale, Arkansas desires to show its appreciation through monetary means to our police and fire staff who worked in direct and continuous contact with the public;

WHEREAS, the City of Springdale, Arkansas has sufficient funds in the General Fund to fund this hazard pay.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes hazard pay totaling up to \$650,000.00 to eligible Police and Fire Department staff that have been and remain in direct contact with the public during the COVID-19 pandemic; and this Resolution is intended to supersede and replace Resolution No. 132-21 passed on October 27, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE RECOVERY PAY FOR CITY STAFF TO AID IN THE RESPONDING TO THE PUBLIC HEALTH AND ECONOMIC IMPACTS OF COVID-19.

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

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

WHEREAS, there have been significant health and economic impacts to our residents, including the staff of the City of Springdale, Arkansas, as a result of the COVID-19 global pandemic; and

WHEREAS, the City of Springdale, Arkansas desires to show its support through monetary means to our staff who have ensured the continuity of essential services; and

WHEREAS, the City of Springdale, Arkansas has sufficient funds in the General Fund to fund this Recovery Pay.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes recovery pay totaling up to \$345,000.00 to eligible municipal staff that have been and continue to provide essential services during the COVID-19 pandemic.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE THE PROVISION OF
GOVERNMENT SERVICES FOR THE CITIZENS OF
SPRINGDALE, ARKANSAS FROM THE AMERICAN
RESCUE 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 previously designated as lost revenue.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of up to \$1,000,000.00 to the provision of government services for the citizens of Springdale, Arkansas in accordance with eligible use of funds as defined by ARPA, to be paid from funds previously designated as lost revenue by Resolution No. 131-21 passed on October 27, 2021.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS 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 Four (4) in Block Number (2) in the West Huntsville Addition to the City of Springdale, Washington County, Arkansas.
LAYMAN'S DESCRIPTION:	705 Buford
PARCEL NO.:	815-26784-000

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)

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

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

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

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

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

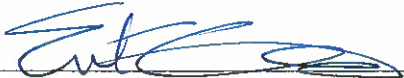
PASSED AND APPROVED this ____ day of _____, 20 ____.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

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.

Article Addressed to:

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



9590 9402 5688 9346 5656 29

Article Number (Transfer from service label)

7019 2970 0000 7254 5905

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

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

USPS TRACKING#



9590 9402 5688 9346 5656 29

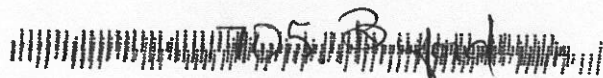
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

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



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

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	144.00
Recovery	
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



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR ARCHITECT SERVICES**

WHEREAS, the Shiloh Museum Board desires to make repairs to the 1850's log cabin located on the museum property and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Clements & Associates Architecture, Inc. as the most qualified firm;

WHEREAS, the contract proposes a fee of 11% of the construction cost, and

WHEREAS, the Shiloh Museum Board has agreed to pay for this project.

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

Section 1. Expenditures for this project will be paid by the Shiloh Museum Foundation.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Clements & Associates Architecture, Inc.

PASSED AND APPROVED this 14th day of December 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of October in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Springdale
City Administration Building
201 Spring Street
Springdale, Arkansas 72764

and the Architect:
(Name, legal status, address and other information)

Clements & Associates/Architecture, Inc.
507 Main Street
North Little Rock, Arkansas 72114

for the following Project:
(Name, location and detailed description)

Restoration of the Ritter-McDonald Cabin
Shiloh Museum of Ozark History
118 West Johnson Avenue
Springdale, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The purpose of this project is to prepare plans and specifications for the complete restoration of the cabin and to establish phases for funding and implementation.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Ritter-McDonald Cabin is located on the grounds of the Shiloh Museum of Ozark History

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

to be determined at a later date.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

to be determined at a later date

.2 Construction commencement date:

to be determined at a later date

.3 Substantial Completion date or dates:

to be determined at a later date

.4 Other milestone dates:

to be determined at a later date

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Combination of public and negotiated bids.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph Deleted)

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Angie Albright, Director
Shiloh Museum of Ozark History

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

to be determined at a later date

(Paragraphs Deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Gary Clements, President
Clements & Associates/Architecture, Inc.

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

Schmalz Engineering, Inc.
If required

(Paragraph Deleted)

(Paragraph Deleted)

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will establish the protocols for the development, use, transmission, and exchange of digital data.

(Paragraph Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per claim and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, to fix and describe the size and character of the Project as to architectural, structural, , and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;

Init.

- 3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- 4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors;
- 3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

Init.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Init.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Init.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

Init.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:42:26 ET on 10/20/2021 under Order No. 1045399848 which expires on 06/17/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADA46)

11

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.4 (Measured Drawings) and 4.1.1.27 (Historic Preservation) are included with the Basic Services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph Deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

(Paragraphs Deleted)

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Four (4) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site, if need and requested. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, if need and requested, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 N/A The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph Deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the

Init.

Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of

the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

[] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

Init.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Eleven (11) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 , the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.4 (Measured Drawings) and 4.1.1.27 (Historic Preservation) are included with the Basic Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Unless otherwise negotiated, Additional Services shall be compensated on an hourly basis as per paragraph 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal's Hourly Rate at \$158.00/hour	
Project Architect's Hourly Rate at \$132.00/hour	
Project Manager's Hourly Rate at \$117.00/hour	
Intern Architect's Hourly Rate at \$90.00/hour	
Technician's Hourly Rate at \$79.00/hour	
Office Manager/Clerical Hourly Rate at \$69.00/hour	
Engineer's Hourly Rate at \$200.00/hour	
Other's Hourly Rate at Three (3) Times Direct Expenses	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid twenty (20) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

10 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

(Paragraphs Deleted)

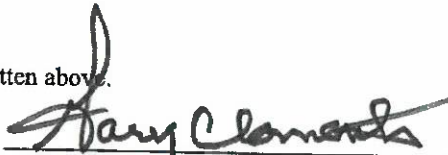
(Paragraphs Deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Honorable Doug Sprouse, Mayor City of
Springdale

(Printed name and title)



ARCHITECT (Signature)

Gary Clements, President Clements &
Associates/Architecture, Inc.

(Printed name, title, and license number, if required)

Init.

October 13, 2021

Ms. Angie Albright, Director
Shiloh Museum of Ozark History
118 W. Johnson Avenue
Springdale, AR 72764

Re: Architectural Services
1850's Log Cabin

Greetings Ms. Albright,

We are pleased to have the opportunity to provide this fee proposal for the investigations and preparation of construction documents and construction administration services for the existing 1850's log cabin located on the Shiloh Museum grounds adjacent to the Spring Creek. We have been requested to assist with the restoration of the logs of the cabin, but upon closer examination on October 1, additional areas of deterioration was observed; including the floor and roof structure, as well as exterior wood trim. We are willing to provide services needed to project the future additional scopes and construction costs to assist with phasing of the additional restoration work as funds provide, if needed; in addition to the services needed to for the initial log restoration. We are proposing full architectural services; including the investigation of the existing structure, preparation of the plans and specifications, bidding services, and construction administration services.

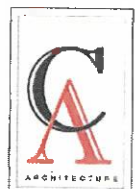
We propose providing these basic design services at the percentage rate of 11% of the construction cost as allowed by the State of Arkansas Design Services Fee Schedule provided by the Division of Building Authority (document attached) with a slight discount.

Our past experience with the Shiloh Museum and the City of Springdale has revealed that the City is committed to preserving its history and historic structures. We appreciate having had the opportunity to be involved with those efforts in the past at the Shiloh Meeting Hall and currently at the Rabbit Foot Lodge. We are eager to be involved with the restoration of the historic log cabin on the museum grounds, in order to preserve the cabin to extend its usefulness for the future, as a representation of the past history of the communities early times.

If you have any questions, please contact me. We are eager to be involved and can start the work in short order.

Respectfully Submitted,

Gary Clements, AIA



The City Council of the City of Springdale met in regular session on Tuesday, November 23, 2021, 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 (Absent)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1 (Absent)
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Servs.
Patsy Christie	Planning & Comm. Dev. Director
Ryan Carr	Deputy Engineering Director
Ron Findley	Community Engagement
Mike Chamlee	Chief Building Official
Colby Fulfer	Chief of Staff
Chad Wolf	Parks & Rec. Director
Courtney Kremer	Animal Services Director

RECOGNITION OF FIRE CHIEF MIKE IRWIN

Mayor Sprouse recognized Fire Chief Mike Irwin who is retiring November 30, 2021. He has been the Fire Chief the last 9 1/2 years with the City of Springdale.

PUBLIC HEARING - PROPOSED SIMULTANEOUS DETACHMENT AND ANNEXATION OF LAND BETWEEN THE CITY OF SPRINGDALE AND THE CITY OF CAVE SPRINGS

City Attorney Ernest Cate opened a public hearing on a proposed simultaneous detachment and annexation of land between the City of Springdale and the City of Cave Springs. The statute requires the City of Springdale hold a public hearing and requires the City of Cave Springs to publish notice of the hearing. The statute does not require that the City of Springdale take any action.

Mayor Sprouse received the following letter from Cave Springs Mayor Randall Noblett.

September 30, 2021

Mayor Doug Sprouse
City of Springdale, Arkansas
201 Spring St.
Springdale, Arkansas 72764

Re: Proposed Detachment and Annexation - Blue Ribbon

Dear Mayor Sprouse,

The City of Cave Springs was approached by landowners, by and through a company known as “Blue Ribbon” which is a landscaping and trucking services company, about a simultaneous detachment and annexation of property from the City of Springdale to the City of Cave Springs. The entire property of concern to Blue Ribbon consists of land that lies in the cities of Cave Springs and Springdale as well as Benton County. Blue Ribbon expressed to the City of Cave Springs that a development involving three different jurisdictions would raise significant issues and that they desired to request this simultaneous detachment and annexation process in order to bring the development within one single jurisdiction. I am sure that you are aware that the property at issue which now lies within the City Springdale used to be within the boundaries of the City of Cave Springs, but through a similar simultaneous detachment and annexation process a few years ago, was brought into the City of Springdale. I am aware of several instances where the City of Cave Springs and the City of Springdale have cooperated with regard to boundary properties between the two cities and we remain committed to continuing to do so in the future.

In conformance with the statutory requirements, the Cave Springs City Council at the September 27, 2021 regular meeting adopted an ordinance setting the process in motion. A certified copy of the ordinance is enclosed with this letter.

It is my request that you put this matter before your City Council for consideration. The statutory process includes a requirement for a public hearing within sixty (60) days of the passage of the Cave Springs ordinance and before the Springdale City Council considers an ordinance authorizing the detachments. There will be a need to coordinate with the City of Cave Springs with regard to this hearing as the statute requires the City of Cave Springs to publish a notice of that hearing. I have asked our City Attorney, Justin Eichmann, to assist with this coordination. Also, Blue Ribbon has been represented by Mr. Scott Law with the law firm of Quattlebaum, Grooms & Tull, PLLC with regard to this matter.

I very much appreciate your attention to this matter. Please do not hesitate to contact me if there are any questions or concerns.

Sincerely,
Randall J. Noblett, Mayor

Alex Blass, President of Blue Ribbon Industries, explained they have been working on a design concept for a project on this property. They have found that all the land they are looking to develop falls under several different jurisdictions. They feel it is best to annex the Springdale property into Cave Springs.

After discussion, the public hearing was closed. No action was taken.

PUBLIC HEARING - PETITION TO VACATE A PORTION OF A UTILITY EASEMENT IN THE WORTH LANE COMMERCIAL PARK SUBDIVISION

City Attorney Ernest Cate opened up a public hearing on a petition by MT NWA Ventures, LLC, to vacate a portion of a utility easement on Lot 3A in the Worth Lane Commercial Park Subdivision.

There were no comments made at the Public Hearing.

PUBLIC HEARING - PROPOSED ANNEXATION OF SURROUNDED LANDS PURSUANT TO ARKANSAS CODE ANN. §14-40-501, ET SEQ (56 PARCELS OF LAND BETWEEN GEORGE ANDERSON ROAD AND HYLTON ROAD)

City Attorney Ernest Cate opened a public hearing on a proposed annexation of lands surrounded by the City of Springdale and the City of Fayetteville. The Ark. State Statute reads the City with the greater area of surrounding land (which is the City of Springdale) has the authority to consider annexing the property into the City of Springdale. Notice of

the public hearing was published in the newspaper and letters were sent by certified mail to each of the property owners. There are 56 separate parcels involved located between George Anderson Road and Hylton Road.

The following people spoke against the annexation and asked questions regarding what the City of Springdale will offer and what they will take away from them.

Robert Baxter, Tract 49
John Lezon, Tract 51
Terry Oliver, Tract 26
Jason Womack, Tract 14
Michael Wilson, Tract 31
John Bennier, Tract 28
Bonnie Brunner, Tract 12
Holly Baker, Tract 19

After discussion, the public hearing was closed.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the November 9, 2021 City Council meeting be approved as presented. Council Member Powell made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Overton 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, Watson, Overton, Lawson, Flores, Fougrousse

No: None

ORDINANCE NO. 5658 – AMENDING ORDINANCE NO. 5653 TO CORRECT A SCRIVENER'S ERROR, REZONING 5324 ELM SPRINGS ROAD, FROM A-1 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance amending Ordinance No. 5653 to correct a scrivener's error, rezoning 5324 Elm Springs Road, from A-1 to C-5 and declaring an emergency.

Ordinance No. 5653 was passed on October 27, 2021.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5658.

ORDINANCE NO. 5659 – REZONING 2.78 ACRES OWNED BY BILLY TATIOS, TATIOS CHURCH, LOCATED AT 2717 E. EMMA AVENUE FROM A-1 TO P-1 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 2.78 acres owned by Billy Tatios, Tatios Church, located at 2717 E. Emma Avenue, from A-1 to P-1 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 Flores made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5659.

ORDINANCE NO. 5660 – REZONING PROPERTY OWNED BY CITY POINT CHURCH LOCATED AT 803 QUANDT, FROM SF-2 TO O-1, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by City Point Church located at 803 Quandt, from SF-2 to O-1, 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 Fougrousse made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5660.

RESOLUTION NO. 143-21 – APPROVING A CONDITIONAL USE APPEAL BY
CITY POINT CHURCH FOR USE UNIT 42 (CHURCH/SYNAGOGUE) AT 803
QUANDT

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by City Point Church for Use Unit 42 (Church/Synagogue) at 803 Quandt.

RESOLUTION NO. ____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
CITY POINT CHURCH AT 803 QUANDT AS SET FORTH IN
ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on November 2, 2021, on a request by City Point Church for a Use Unit 42 (Church/Synagogue) in a Low/Medium Density Single Family Residential District (SF-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to City Point Church with the following conditions: Modifications to the building as outlined by Building and Fire Department be compliant with adopted code ordinance.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to City Point Church with the following conditions: Modifications to the building as outlined by Building and Fire Departments be compliant with adopted code ordinance.

PASSED AND APPROVED THIS ____ day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 143-21.

RESOLUTION NO. 144-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO JIM AND BETTY CASH IN CONNECTION WITH LS20-54, A TANDEM LOT SPLIT

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 Jim and Betty Cash in connection with LS20-54, a tandem lot split.

Council Member Powell moved the Resolution be adopted with Option 1. Council Member Overton 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 JIM AND BETTY CASH IN CONNECTION WITH LS20-54 A TANDEM LOT SPLIT

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 in connection with LS20-54, a Tandem Lot Split and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Jim and Betty Cash including improvements related thereto, sidewalks in connection with LS20-54 a Tandem Lot Split.

PASSED AND APPROVED THIS ____ day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 144-21.

RESOLUTION NO. 145-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO RAY HATHAWAY IN CONNECTION WITH 13294 ROBBINS 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 Ray Hathaway in connection with 13294 Robbins Road, a single family dwelling.

Council Member Fougrousse moved the Resolution be adopted with Option 1. Council Member Lawson 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 RAY HATHAWAY IN CONNECTION WITH 13294 ROBBINS 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 Ray Hathaway in connection with 13294 Robbins Road a single family dwelling and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Ray Hathaway including improvements related thereto, sidewalks in connection with 13294 Robbins Road a single family dwelling.

PASSED AND APPROVED THIS ____ day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 145-21.

RESOLUTION NO. 146-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO I-49 INDUSTRIAL PARK IN CONNECTION WITH L21-34, A LARGE SCALE DEVELOPMENT

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 I-49 Industrial Park in connection with L21-34, a Large Scale Development.

Council Member Overton moved the Resolution be adopted with Option 1. Council Member Lawson 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 I-49 INDUSTRIAL PARK IN CONNECTION WITH L21-34 A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L21-34 a Large Scale Development for – I-49 Industrial Park and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to W. Apple Blossom & Graham Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L21-34, a Large Scale Development for I-49 Industrial Park.

PASSED AND APPROVED THIS ____ day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

After discussion, the vote was taken:

Yes: Fougrousse, Watson, Overton, Lawson

No: Flores, Powell

Mayor Sprouse voted yes. Motion carried.

The Resolution was numbered 146-21.

RESOLUTION NO. 147-21 – AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH NORTHWEST ARKANSAS FOOD BANK INC. ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

Council Member Watson presented a Resolution authorizing the Mayor and the City Clerk to enter into a lease agreement with Northwest Arkansas Food Bank Inc. on property owned by the City of Springdale located at 530 Sunrise Drive (the old Bethel Heights City Hall). The lease will run from January 1, 2022 through December 31, 2023

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH NORTHWEST ARKANSAS FOOD BANK, INC., ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

WHEREAS, the City owns property located in Benton County, Arkansas, more commonly known as 530 Sunrise Drive, Arkansas ("the Property");

WHEREAS, Northwest Arkansas Food Bank, Inc., has requested to rent the Property in connection with its mission of providing food for many food insecure residents in Northwest Arkansas, and to better reach the most vulnerable in our community;

WHEREAS, the City of Springdale wishes to enter into a lease agreement with Northwest Arkansas Food Bank, Inc., to memorialize the terms of their use of the Property;

WHEREAS, Northwest Arkansas Food Bank, Inc., wishes to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Northwest Arkansas Food Bank, Inc., for the purposes contained therein.

PASSED AND APPROVED this ____ day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the City of Springdale, Arkansas, hereinafter referred to as "Lessor," and Northwest Arkansas Food Bank, Inc., an Arkansas Nonprofit Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

1. **Lease of Premises.** The Lessor, in consideration of the public advantages described herein, other good and valuable consideration, and the covenants and agreement to be performed by Lessee, does hereby let, lease and demise unto Lessee the

following described premises, and improvements thereon, situate in Springdale, Benton County, Arkansas, to-wit:

The property commonly known as 530 Sunrise Drive, Springdale, Arkansas, as well as all areas adjacent thereto and associated therewith ("the Premises"), and as delineated on the attached Map which is attached hereto and incorporated herein by reference.

2. **Term.** To have and to hold the Premises unto Lessee beginning the 1st day of January, 2022, and ending the 31st day of December, 2023. Thereafter, upon mutual agreement of the parties, this Lease may continue (under the same terms provided herein) as a month to month tenancy until terminated by either party.

3. **Rent.** In consideration for Lessee's use and enjoyment of the Premises, Lessee agrees and covenants to provide a \$1,000 monthly credit to the Springdale Senior Center for food purchases made by the Springdale Senior Center from Lessee, as follows:

- (a) any unused monthly credit shall roll over to successive months, and be added to the monthly \$1,000 credit;
- (b) the food purchased from Lessee with this monthly credit will be as selected and determined by the Springdale Senior Center; and
- (c) Lessee will provide a monthly statement to the Springdale Senior Center detailing the amount of credit utilized during the previous month, detailing the amount(s) rolled over to the successive month, if any, and detailing the total food purchase credit available to the Springdale Senior Center at the beginning of each month;

4. **Taxes.** Lessee shall be responsible for paying any taxes on any personal property Lessee owns on the Premises.

5. **Lessor Maintenance.** Lessor agrees to:

- (a) maintain the grounds of the Premises (mowing, etc.), as well as the playground area, and exterior restrooms;
- (b) maintain the roof and outbuildings;
- (c) repair HVAC system as necessary to keep system operational;
- (d) repair defective electrical or plumbing not the fault of the Lessee;
- (e) repair defective keyless entry system not the fault of the Lessee; and
- (f) repair any defects in the building not the fault of the Lessee.

6. **Lessee Improvements, Maintenance, and Utilities.** Lessee agrees to:

- (a) repair the interior or exterior of the building, electrical systems, plumbing, roof structure and any component damaged due to the actions of the Lessee, including outbuildings;
- (b) be responsible for all costs associated with routine maintenance of the Premises, including but not limited to replacing air filters on a timely basis, replacing light bulbs and ballasts, replacing door knobs and closers, replacing toilet tank floats and handles, lubricating and cleaning;

- (c) be responsible for payment of all utility costs on the Premises during the term of this Agreement;
- (d) make alterations to the Premises, at Lessee's cost, to include:
 - (1) remove the raised platform in the former council chambers;
 - (2) add a wall to separate the former council chambers from the existing kitchen area; and
 - (3) incorporate an office into the area opposite the existing kitchen area.
- (e) Any and all improvements installed or made by Lessee during the term of this Agreement shall become Lessor's property upon the termination of this Agreement.

7. **Insurance.** Lessor shall provide the requisite insurance on the structure on the Premises, but Lessee shall be responsible for any insurance on any of Lessee's personal property kept at the Premises. Lessee shall at all times herein maintain a public liability insurance policy with coverage limits of \$1,000,000.

8. **Damage or Destruction of Improvements.** It is mutually agreed that in the event that any of the improvements located on the Premises should be damaged by fire, windstorm, tornado, or other casualty to the extent that such Premises cannot be repaired, and put in condition for their intended use within 90 days from the happening of any of the casualties described above, then the Lessor or Lessee shall have the option to declare this Agreement terminated and at an end, and in that event neither of the parties hereto shall have any further liability under such Agreement.

9. **Covenant Against Liens.** Lessee shall not, by its acts, permit to exist any lien upon the Premises, unless such lien or claim of lien is contested by Lessee, and in such event such contest shall be prosecuted to a final conclusion as speedily as possible, and Lessee shall save and hold harmless Lessor against any and all losses and costs which may necessarily be incurred by Lessor by reason of such lien, and after final determination of such contest, Lessee shall fully pay and discharge any judgment resulting from such contest. Nothing in this Agreement shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, or other person or firm for the performance of any labor, services or materials for use on the Premises or any part thereof, and notice is hereby given that Lessor shall not be liable for any such labor, services or materials furnished to Lessee, nor shall any such liens affect the interest of Lessor in and to the Premises.

10. **Assignment and Subletting.** Lessee shall not assign this Agreement nor shall Lessee have the right to sublet the premises without the express written consent of Lessor.

11. **Termination of Lease.** Either party may terminate this lease by giving 30 days written notice to the other party. Notice shall be deemed good if made by sending such notice by regular mail to the party at the address specified in paragraph 15, or by personal delivery.

12. **Default.** The happening of any one or more of the following events shall constitute default by Lessee:

- (a) Failure to comply with the terms and provisions herein as same relate to Lessee;

- (b) Failure to use the Premises consistent with the purposes described in Paragraph 3 herein, or if Lessor determines that the use of the Premises is no longer in the public interest as described in Paragraph 3 herein.

In the event Lessor shall elect to take possession of the Premises as permitted under this paragraph, Lessor shall be entitled to such possession without being guilty in any manner of trespass, and Lessee agrees to deliver possession immediately upon demand to Lessor.

13. **Hold Harmless and Indemnity.** Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor provided in Ark. Code Ann. §21-9-301.

14. **Waiver.** Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provisions of this lease or a consent to any subsequent breach of the same or any other provision.

15. **Notices.** All notices to be given by the parties hereunder shall be addressed to the party to receive such notice, with postage prepaid, mailed via U.S. Certified Mail, Return Receipt Requested, to the following:

LESSOR: City of Springdale
Attention: Mayor's Office
201 N. Spring Street
Springdale, AR 72764

LESSEE: Northwest Arkansas Food Bank, Inc.
Attn: Kent Eikenberry, President/CEO
1378 June Self Drive
Springdale, AR 72764

The parties hereto may change the above address by notification to the other in writing, as above required.

16. **Binding Agreement.** This agreement shall inure to the benefit and be binding upon the respective parties, their heirs, successors and assigns.

17. **Number and Gender.** Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the appropriate gender.

18. **Full Agreement.** The parties acknowledge this Agreement to be their complete and full agreement in regard to the Premises, and neither is relying upon any oral representations not made in this document.

IN WITNESS WHEREOF, the party identified as Lessee has set its hand and seal the day and year written opposite his respective signature, and Lessor has caused this Agreement to be signed by the person who represents that he has the authority to bind Lessor to this Agreement on the day and year written opposite their respective signatures.

LESSEE:
Northwest Arkansas Food Bank, Inc.

Date BY: _____
Kent Eikenberry, President/CEO

LESSOR:
City of Springdale, Arkansas

Date BY: _____
Doug Sprouse, Mayor

Date BY: _____
Denise Pearce, City Clerk

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

The vote:

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

No: None

The Resolution was numbered 147-21.

ORDINANCE NO. 5661 – RELEASING, VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT ON PART OF LOT 3A, WORTH LANE COMMERCIAL PARK SUBDIVISION

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a portion of a utility easement on part of Lot 3A, Worth Lane Commercial Park Subdivision. Petitioners are MT NWA Ventures, LLC.

A public hearing was held earlier in the meeting where no comments were made.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5661.

ORDINANCE NO. 5662 – ANNEXING CERTAIN LANDS PURSUANT TO ARK. CODE ANN. §14-40-501, ET SEQ (56 PARCELS OF LAND BETWEEN GEORGE ANDERSON ROAD AND HYLTON ROAD)

City Attorney Ernest Cate presented an Ordinance annexing 56 parcels of land between George Anderson Road and Hylton Road that are completely surrounded by the City of Springdale and the City of Fayetteville. Ark. Code Ann. §14-40-501, et seq reads the City with the greater area of surrounding land (which is the City of Springdale) has the authority to consider annexing the property into the City of Springdale.

The public hearing was held earlier in the meeting where there were comments in opposition of the annexation.

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

The vote:

Yes: Overton, Lawson, Flores, Powell, Watson

No: Fougrousse

The Ordinance was numbered 5662.

ORDINANCE NO. 5663 – AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1205 CRUTCHER STREET; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 1205 Crutcher Street and declaring an emergency. Dorothy Laird is the owner of the property.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5663.

ORDINANCE NO. 5664 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 2012 COLLINS AND 2010 BLUEBIRD WITHIN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 2012 Collins (Owner: Steve Tomlinson) and 2010 Bluebird (Owner: Maria and Miguel Torres) within the City of Springdale, Arkansas; and declaring an emergency.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5664.

BUDGET MEETING

City Council Members will meet on Friday, December 3, 2021, beginning at 8:00 a.m. to review the proposed 2022 Budget. It will be held in the Criminal Justice Building.

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 8:02 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer