

- The next Committee Meeting will be held on Monday, November 15th, 2021 in the Tiered Training Room located at 201 Spring Street, Springdale, Arkansas.
- 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, November 9th, 2021

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Amelia Williams

Recognition of the 246th Marine Corps Birthday- Brief Comments and Video

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 – October 27th, 2021: **Minutes located at the back of Agenda. Pgs. 51-71**
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) **9A-9C.** Motion must be approved by two-thirds (2/3) of the council members).*
8. Appointments

A Resolution confirming an appointment to the Springdale Airport Commission of the City of Springdale, Arkansas. **Pgs. 1-5**
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development
 - A. **An Ordinance** amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form Based Code; Revising Section 2.0 the Regulating Plan; Declaring an emergency; And for other purposes. **Pgs. 6-8**
 - B. **An Ordinance** accepting the re-plat of lot 143 of the Apple Orchard Subdivision to the City of Springdale, Arkansas, and declaring an emergency. **Pgs. 9-11**

- C. **An Ordinance** accepting the re-plat of lots 2A, 2B, 2C-1, 2C-2, and 2D of Westfield Subdivision, Phase I, to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 12-13

10. Finance Committee by Chairman Jeff Watson

- A. **A Resolution** authorizing the purchase of property located at 900 E. Emma Avenue and 902 E. Emma Avenue, Springdale, Washington County, Arkansas. Forwarded from Committee with recommendation for approval. Pgs. 14-23
- B. **A Resolution** authorizing a construction contract for Phase II of the restoration of Rabbit Foot Lodge. Forwarded from Committee with recommendation for approval. Pgs. 24-32

11. Police and Fire Committee by Chairman Brian Powell

- A. **A Resolution** to appropriate funds for the purchase of two fingerprint units for the Police Department from Justice Assistance Grant (JAG) and drug seizure fund. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Police Chief. Pgs. 33-44
- B. **A Resolution** certifying an understanding of using a Cash Flow Model for a small group, in order to increase the benefits for recipients of the Firemen's Pension and Relief Fund, pursuant to Ark. Code Ann. §24-11-102 and Rule 4 of the Arkansas Fire And Police Pension Review Board. Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 45-50

12. Comments from Council Members.

13. Comments from City Attorney.

14. Comments from Mayor.

15. Adjournment.



[246th Marine Corps Birthday Message - YouTube](#)

RESOLUTION NO. _____

**A RESOLUTION CONFIRMING AN
APPOINTMENT TO THE SPRINGDALE
AIRPORT COMMISSION
OF THE CITY OF SPRINGDALE**

WHEREAS, Andrew Barker has resigned from Seat #3 of the Springdale Airport Commission. He was originally appointment to Seat #3 of the Springdale Airport Commission on July 1, 2017; and

WHEREAS, according to Section 18-26 of the Springdale Code of Ordinances, commissioners shall be appointed by the Mayor and confirmed by three-fourths of the elected City Council, and

WHEREAS, the Mayor received recommendations from individual members of the Springdale Airport Commission and has decided to appoint Camron McAhren to complete the term vacated by Commissioner Barker and to a full term beginning July 1, 2022; and

WHEREAS, Mayor Doug Sprouse has appointed Camron McAhren to the Springdale Airport Commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Camron McAhren to Seat #3 of the Springdale Airport Commission for the remainder of Andrew Barker's term which expires July 1, 2022 and a full term thereafter which expires on July 1, 2027 is approved.

PASSED AND APPROVED this 9th day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Beth Parnell

From: noreply@civicplus.com
Sent: Thursday, September 16, 2021 7:36 PM
To: rlawrence@springdalear.gov; bparnell@springdalear.gov
Subject: [-qxQxq-] Online Form Submittal: City of Springdale Application Form for Appointment to City Boards, Commissions, and Committees

City of Springdale Application Form for Appointment to City Boards, Commissions, and Committees

Name	Camron McAhren
Employer Name/Occupation	ARH Aviation/Business Owner
Street Address	802 Airport Ave
City	Springdale
State	AR
Zip Code	72764
Physical/Mailing Address	802 Airport Ave
City	Springdale
State	AR
Zip Code	72764
Home Phone Number	479-236-1109
Business Phone Number	479-365-3640
Email Address	camron@arhaviation.com
City of Springdale Length of Residency	11
Are you a Springdale Registered Voter?	No
Please check all boards/commissions/authorities that you are interested in serving on:	Airport Commission
References	

First Name	Wyman
Last Name	Morgan
Address	Springdale
Phone Number	479-750-8152
First Name	James
Last Name	Smith
Address	Springdale
Phone Number	479-601-4273

Please attach your most current Bio or Resume with any information that you think would make you a good candidate for this position. [Camron Mcahren Resume NT.docx](#)

Ark. Code. Ann. §21-8-701 requires the following persons shall file a written Statement of Financial Interest. The Statement of Financial Interest for the previous calendar year shall be filed by January 31st of each year by the following boards or commissions: Advertising & Promotion Commission, Airport Commission, Civil Service Commission, Planning Commission, Water & Sewer Commission.

If you have any questions you may contact the Mayor's Office at 479-750-8114 or by email: rlawrence@springdalear.gov

Email not displaying correctly? [View it in your browser](#)

Camron McAhren

277 Fredonia St.
Springdale, AR 72762

Phone 479-236-1109
E-mail camron.mcahren@yahoo.com

Objective Continuously improve professionally and personally. Challenge myself and other to be the best that they can be. Make a difference in the company culture and strategic vision by having a positive impact on people to drive results.

Skills

Management

Change Management
Project Management
SOX Auditing
Leadership Responsibilities
Budget Management

Career Development

Tyson Leadership Courses
Professional Development Course
Business Development Training
Business Resource Networking
Mentoring Committee Leadership

Customer Development

Relationship Building
Maintaining Customer Satisfaction
Troubleshoot and Problem Solve
Customer Training
Customer Base Growth

Technical

Enterprise Technical Solutions
Hardware Application Solutions

Professional Experience

ARH Aviation LLC. Springdale, AR

Owner – 11/17/2005 to Present

- Accounting, AP, AC, Payroll, Analytics, etc....
- HR, Training, Personal Development, Leadership
- Aircraft Maintenance, Operations Oversight
- Flight school, tour operations and commercial operations
- Fixed Wing and Helicopter management

Tyson Foods Inc. Springdale, AR

Margin Manager Sales (Small Bird BU) – 09/05/2013 to 02/26/2021 (retired)

- Reporting Analyst
- Retail and National Accounts Sales Teams to ensure sales goals are met
- Forecasting and demand
- Inventory Management
- Business resource for SAP reporting
- Business resource for Enterprise Reporting
- Manage 24 million lbs of weekly volume sales

Retail Sales Analyst – 11/1/2011 to 09/05/2013

- Supported all business units and sales teams for consumer products
- Shipment Reporting
- Tyson Solution Center Content Management
- SDS Reporting
- Data Analytics Cube reporting
- Consumer Products Application Security Administrator

Sr. Technical Analyst (IS Security) – 9/17/2008 to 11/1/2011

- iPhone / iPad Enterprise Integration.
- Apple iOS Enterprise Management
- Apple Product Demonstrations, Training and Presentations
- Assisted with the Network Engineering related to IS Security
- Managed Tyson's Firewall, Domestically and Internationally (CheckPoint)
- Managed Tyson's IntruShields (MacAfee IDS)
- Provided support for RSA, Proxy, VPN, SSLVPN, ARS and Palo Alto

- Documented Processes and Procedures related to IS Security including Disaster Recovery Plans

Sr. Technical Analyst (Change Management) – 2/17/2003 to 9/17/2008

- Managed Yearly Audits for compliance with Sarbanes Oxley (SOX)
- Documented Processes and Coordinated Efforts for SOX Audits
- Developed all Processes for Tyson's Configuration / Change Mgt. Group
- Developed and Providing Support and improving Tyson's Change Management System.
- Documented and Managed Improvements for "Audit Business" requirements.
- Documented and Managed requirements from business to streamline application involvement.

04/02- 02/03 OKSC Consultant – Tyson Foods Inc. OKC, OK

Network \ PC Support

- Managed LAN for Tyson's OKC office
- Managed onsite PC support for Tyson's OKC office
- Provided Support for Windows NT and Windows 2k environment.
- Provided Support for all Tyson Apps including SAP, MS Office, Thin Client Access.
- Monitored Server Logs and Access Logs
- Maintained and Troubleshoot PCs, Network and Server Activities

04/01—04/02 Consultant — Cingular Wireless Tulsa, OK

Network Administrator

- Co-Managed a desktop support team for 2000 users.
- Developed a tracking process for the ordering and receiving of assets for the Call Center Environment.
- Developed and Direct inventory control for laptops, printers and dial-up security access.
- Creation Development and Upkeep of image for PCs laptops.
- Installed and tested new applications.
- Ordering and Receiving assets with Remedy and Oracle.
- Monitoring LAN and WAN traffic with Sniffer Pro and Transend.
- Provided onsite support to users with problems that the Help Desk could not fix.

Education

1997 - 2002 Rogers State University / OSU Tulsa Bartlesville / Tulsa, OK

Major: Computer Science

- Bachelor Degree, GPA: 3.2, Computer Science / Business. OSU Tulsa
- Associates Degree, GPA: 3.4, Computer Science / Business. Rogers State University
- Experience with:
 - Operating Systems: Mac OS X, iOS, Windows Desktop OS and Server OS (AD)
 - Software: Office Products / FrontPage / Exchange / Multimedia tools / Monitoring tools for Networks Outlook and other miscellaneous software.
 - Hardware: Servers / PCs / Hubs / Switches / Router / Network Cabling

1993 – 1997 Copan High School Copan, OK

Essentials

- Honor Student, Student Council President, and Basketball Team Player.

References

Russel Tooley	VP Continuous Improvement	479-841-1004
Aaron Bonanno	Sr. Mgr. Sales Planning	479-290-2717
Barry Leonard	Director Infrastructure	479-290-1639
Loren Kern	Director of Sales	479-290-2390

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM BASED CODE; REVISING SECTION 2.0 THE REGULATING PLAN; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, contains the Downtown District Form Based Code for the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt revisions to the Downtown District Form Based Code for the City of Springdale, Arkansas to revise Section 2 The Regulating Plan by removing parcels 815-21342-000; 815-21343-000; and, 815-21344-000 from Campus Type 1 District and making said parcels Neighborhood Center Type 2;

WHEREAS, a public hearing was held before the Springdale Planning Commission on November 2, 2021, after notice was given of said hearing as required by law;

WHEREAS, notice of the consideration of this Ordinance was also published pursuant to Ark. Code Ann. §14-55-207;

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

Section 1. There is adopted a revision to the reference a certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Springdale, Arkansas, for inspection and view by the public, and being marked and designated as the "Downtown District Form-Based Code", for the City of Springdale, Arkansas said revision to Section 2 The Regulating Plan by removal of parcels 815-21342-000; 815-21343-000; and, 815-21344-000 from Campus Type 1 District and making said parcels Neighborhood Center Type 2 ;

Section 2. All other provisions of Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 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 9th day of November, 2021.

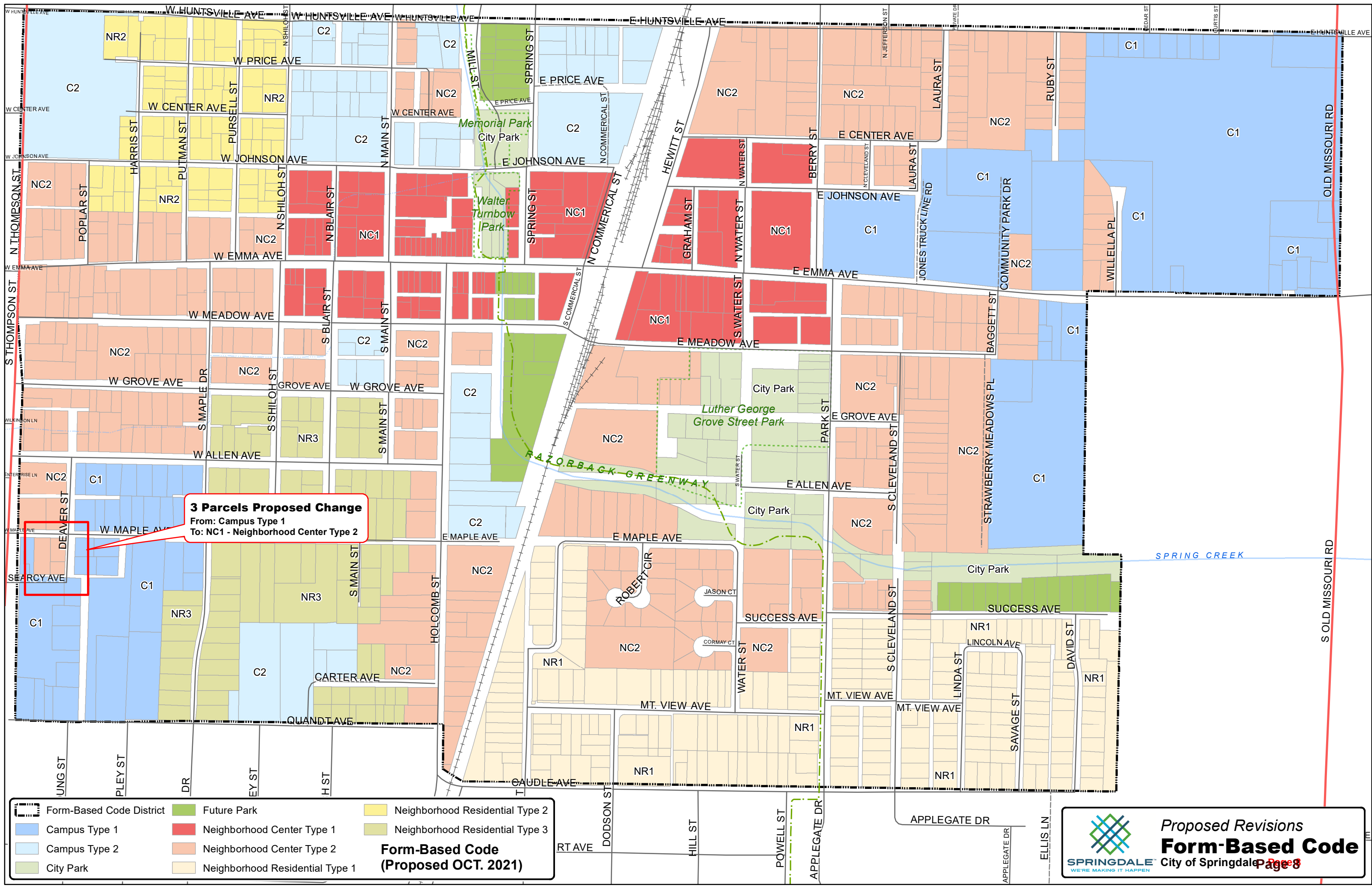
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



3 Parcels Proposed Change
From: Campus Type 1
To: NC1 - Neighborhood Center Type 2

Form-Based Code District

Campus Type 1

Campus Type 2

City Park

Future Park

Neighborhood Center Type 1

Neighborhood Center Type 2

Neighborhood Residential Type 1

Neighborhood Residential Type 2

Neighborhood Residential Type 3

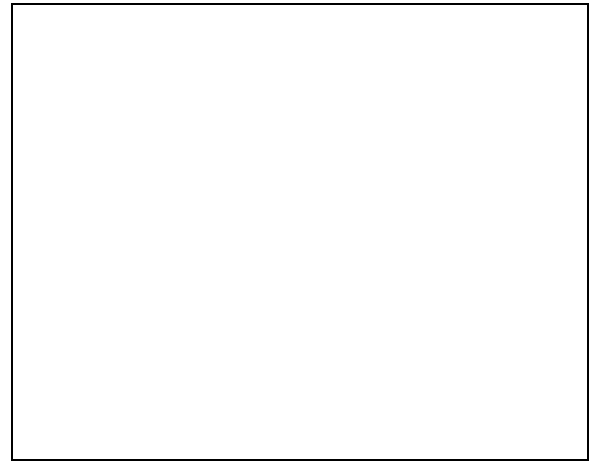
Form-Based Code
(Proposed OCT. 2021)

Proposed Revisions

Form-Based Code

City of Springdale

Page 8



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOT 143
OF THE APPLE ORCHARD SUBDIVISION 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:

LOT 143A:

A PART OF LOT 143, THE APPLE ORCHARD SUBDIVISION, AS PER THE FINAL PLAT THEREOF FILED IN BOOK 15 AT PAGE 138 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 143 AND RUNNING THENCE ALONG THE NORTH LINE THEREOF S87°28'41"E 320.12', THENCE LEAVING SAID NORTH LINE S02°31'03"W 205.13' TO THE NORTH RIGHT-OF-WAY OF EAST ROBINSON AVENUE, THENCE ALONG SAID NORTH RIGHT-OF-WAY N87°28'57"W 290.11', THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY TO AND ALONG THE EAST RIGHT-OF-WAY OF CANDY APPLE STREET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' FOR A CHORD BEARING AND DISTANCE OF N42°28'08"W 42.42' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY N02°30'40"E 175.15' TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN EAST ROBINSON AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 143B:

A PART OF LOT 143, THE APPLE ORCHARD SUBDIVISION, AS PER THE FINAL PLAT THEREOF FILED IN BOOK 15 AT PAGE 138 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 143 WHICH IS S87°28'41"E 320.12' FROM AN EXISTING REBAR MARKING THE NORTHWEST CORNER THEREOF AND RUNNING THENCE ALONG SAID NORTH LINE S87°28'41"E 642.94' TO AN EXISTING REBAR ON THE WEST RIGHT-OF-WAY OF APPLE BUTTER STREET MARKING THE NORTHEAST CORNER OF SAID LOT 143, THENCE ALONG SAID WEST RIGHT-OF-WAY S02°29'21"W 175.07' TO AN EXISTING REBAR, THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY TO AND ALONG THE NORTH RIGHT-OF-WAY OF EAST ROBINSON AVENUE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00' FOR A CHORD BEARING AND DISTANCE OF S23°24'18"W 21.43', THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY THE FOLLOWING: N87°28'57"W 251.87', S02°31'03"W 10.00', AND N87°28'57"W 383.52', THENCE LEAVING SAID NORTH RIGHT-OF-WAY N02°31'03"E 205.13' TO THE POINT OF BEGINNING, CONTAINING 2.97 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN EAST ROBINSON AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOT 143 OF THE APPLE ORCHARD SUBDIVISION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF LOT 143 OF THE APPLE ORCHARD SUBDIVISION, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, 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.

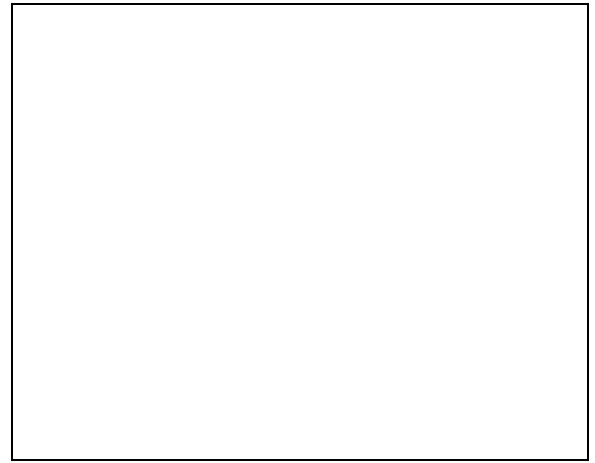
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT OF LOTS 2A,
2B, 2C-1, 2C-2, AND 2D OF WESTFIELD SUBDIVISION,
PHASE I, 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:

LOT 2A OF THE REPLAT OF LOT 2 OF WESTFIELD SUBDIVISION, PHASE I,
AS SHOWN IN THE WASHINGTON COUNTY RECORDS AS PLAT FILE 23-
147, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

ALONG WITH,

LOT 2B OF THE REPLAT OF LOT 2B OF WESTFIELD SUBDIVISION, PHASE
I, AS SHOWN IN THE WASHINGTON COUNTY RECORDS AS PLAT FILE 23-
396, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

ALONG WITH,

LOT 2C-1 OF THE REPLAT OF LOT 2C OF WESTFIELD SUBDIVISION,
PHASE I, AS SHOWN IN THE WASHINGTON COUNTY RECORDS AS PLAT
FILE 24-55, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

ALONG WITH,

LOT 2C-2 OF THE REPLAT OF LOT 2C OF WESTFIELD SUBDIVISION, PHASE I, AS SHOWN IN THE WASHINGTON COUNTY RECORDS AS PLAT FILE 24-55, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

ALONG WITH,

LOT 2D OF THE REPLAT OF LOT 2B OF WESTFIELD SUBDIVISION, PHASE I, AS SHOWN IN THE WASHINGTON COUNTY RECORDS AS PLAT FILE 23-396, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 2A, 2B, 2C-1, 2C-2, AND 2D OF WESTFIELD SUBDIVISION, PHASE I.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT OF LOTS 2A, 2B, 2C-1, 2C-2, AND 2D OF WESTFIELD SUBDIVISION, PHASE I, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
PROPERTY LOCATED AT 900 E. EMMA AVENUE AND
902 E. EMMA AVENUE, SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS.**

WHEREAS, Kasim Ventures, LLC, currently owns property located at 900 East Emma Avenue and 902 East Emma Avenue, Springdale, Washington County, Arkansas, ("the Property"), and being more particularly described as follows:

Parcel No. 815-27556-000 (900 East Emma Ave.)

Part of the Northwest Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, described as: Beginning at the southwest corner of said 40 acre tract, and running thence East 65 feet; thence North 165 feet; thence West 65 feet; thence South 165 feet to the place of beginning.

Parcel No. 815-25753-000 (902 East Emma Ave.)

Lot 1, Sisson Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on Plat Record 479 at Page 132. LESS AND EXCEPT that portion that lies within the right of way of the public roads.

WHEREAS, the owner has agreed to sell the Property to the City of Springdale for the total sum of \$500,000.00;

WHEREAS, the City believes the proposed purchase price is reasonable based on the current real estate market conditions, particularly in Downtown Springdale; and

WHEREAS, the City plans to use the Property, along with other adjacent properties, for the relocation and construction of a Springdale Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of the Property in the amount of \$500,000.00, plus associated costs, to be paid from the City's general fund unreserved, to be reimbursed out of the proceeds of the sale of the current Senior Center, or from the proceeds of any future Bond funds, if permissible.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

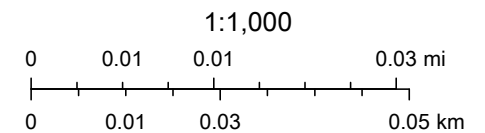
Ernest B. Cate, City Attorney

City of Springdale Zoning Map



October 26, 2021

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



City of Springdale, Clayton Sedberry

CONTRACT OF SALE
OF REAL ESTATE

This Contract of Sale of Real Estate is made and entered into by and between Kasim Ventures, LLC, (herein referred to as "Seller"), and the City of Springdale, Arkansas, (herein referred to as "Buyer"). Witnesseth:

In exchange for valuable consideration and the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

1. **PROPERTY:** The Seller agrees to sell and the Buyer agrees to purchase the following described tract of property (herein the "Property"), more commonly known as 900 East Emma Avenue (Washington County Parcel No. 815-27556-000) and 902 East Emma Avenue (Washington County Parcel No. 815-25753-000), Springdale, Washington County, Arkansas, more particularly described as follows:

Parcel No. 815-27556-000 (900 East Emma Ave.)

Part of the Northwest Quarter of the Southwest Quarter of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, described as: Beginning at the southwest corner of said 40 acre tract, and running thence East 65 feet; thence North 165 feet; thence West 65 feet; thence South 165 feet to the place of beginning.

Parcel No. 815-25753-000 (902 East Emma Ave.)

Lot 1, Sisson Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on Plat Record 479 at Page 132. LESS AND EXCEPT that portion that lies within the right of way of the public roads.

2. **PURCHASE PRICE:** The Buyer agrees to pay for said Property, and the Seller agrees to accept therefore, the total purchase price of Five Hundred Thousand Dollars (\$500,000.00) (herein referred to as the "Purchase Price");

3. **PAYMENT AND TERMS:** The Purchase Price as set forth in the foregoing paragraph shall be paid by the Buyer to the Seller in cash at the closing of this transaction.

4. **TITLE AND OTHER DOCUMENTS:** Conveyance shall be made to Buyer by general warranty deed (herein referred to as the "Deed") except it shall be subject to recorded restrictions and easements, if any.

5. **TITLE INSURANCE:** The parties agree that a title insurance commitment on said lands shall be obtained in the amount of the purchase price, with the expense of said policy of title

insurance to be paid by Buyer. In the event there are exceptions or requirements in the title commitment, the Seller shall have 30 calendar days from the date it receives written notice of the exceptions or requirements from the title company in which to cure said exceptions. At the expiration of the 30 calendar days, or earlier, at the sole option of the Seller, the Seller may give written notice to Buyer that it is unable or unwilling to do so. In that event, Buyer is deemed to have accepted the title policy as set forth in the title commitment unless Buyer gives written notice, within 10 calendar days of receiving Seller's notice of its intent to declare this Contract null and void as a permissible termination of this Contract, and thereafter neither party shall be liable to the other.

6. CONTINGENCIES: Buyer's obligation to close this transaction is contingent upon the approval of the purchase by the Springdale City Council.

7. TAXES: The parties agree that the real estate taxes on said Property shall be paid as follows: Real estate taxes for 2021 and prior years shall be paid by the Seller. Buyer is responsible for any real estate or property taxes for any subsequent time period.

8. ENVIRONMENTAL: Buyer shall have the right, within twenty (20) days of the date of this Contract, to have said lands and improvements inspected for violations of environmental regulations and geotechnical analysis by a qualified inspector or inspectors, to determine whether the Property is suitable for the development being proposed. If violations of environmental regulations are found or if it is verified by the geotechnical analysis that the existing conditions are unsatisfactory for the development being proposed, then Buyer may declare this Contract null and void.

9. WAIVER OF OBJECTIONS AND WARRANTIES OF SELLER: Upon closing, Buyer is deemed to have purchased the Property "as is" (specifically the Seller intends to salvage as much of the residence as possible prior to 10 days prior to closing) and waives any objections to: (i) title requirements; (ii) violation of environmental regulations with regard to the Property; (iii) condition of the Property and improvements; (iv) or any other matters relating to this Contract, including any express or implied warranties of any nature. While Seller makes no representations or warranties of any kind, including title, to Buyer, Seller specifically does not warrant that the Property is fit or any particular purpose intended by the Buyer.

10. CLOSING: On or before thirty (30) calendar days from the date of this Agreement (which is defined as being the date of the last signatory), subject to the matters set forth above, this

transaction shall be closed as follows: a) The Buyer shall pay to the Seller the total purchase price for the Property; b) Deed to said Property shall be delivered to the Buyer. Closing costs will be divided among the parties as is the local custom.

11. POSSESSION: The Seller agrees that Buyer shall have possession of the Property at closing.

12. REAL ESTATE COMMISSIONS: The parties represent to each other that no real estate agent has been involved in this transaction and no real estate commission is due and owing to any person or entity.

13. NOTICES: For purposes of notices in writing to be given by one party to this Contract to the other, such notices shall be by personal service, Federal Express, or U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following addresses:

Seller: Kasim Ventures, LLC
Attn: Omar Kasim
464 S. Sang Ave.
Fayetteville, AR 72762

Buyer: Doug Sprouse, Mayor
Springdale City Hall
201 Spring Street
Springdale, AR 72764

14. WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other, shall not constitute a waiver of that party's right to exercise such options upon future breach.

15. TIME OF ESSENCE: It is agreed that time is the essence of this Contract.

16. COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties, and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

17. COUNTERPARTS: This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. 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.

19. BINDING EFFECT: This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. The parties signing this Contract on behalf of the Seller, and the parties signing this Contract on behalf of the Buyers, do represent that they have full right and authority to sign same on behalf of the parties which they represent, and that same will be legal and binding on the parties for which they have signed as a representative of that party.

20. PARAGRAPH HEADINGS: The paragraph headings inserted into this Contract are intended as a matter of convenience and for reference only, and in no way shall define, limit or describe the scope and nature of the subject matter contained therein. Words of any gender in this Contract shall include the other gender, and words in the singular number shall include the plural when the context requires.

21. BUYER AND SELLER'S OPPORTUNITY TO LEGAL COUNSEL: **BUYER AND SELLER ACKNOWLEDGE THEY HAVE HAD AMPLE OPPORTUNITY TO HAVE THIS AGREEMENT EXAMINED, AND LEGAL ADVICE GIVEN, BY AN ATTORNEY SELECTED BY BUYER AND SELLER BEFORE THIS AGREEMENT WAS SIGNED BY BUYER AND SELLER.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as duly authorized and acting representatives of their respective parties to this contract, this _____ day of _____, 2021.

Kasim Ventures, LLC

By:_____

Title:_____

The duly authorized and acting Mayor of the City of Springdale, Arkansas, Doug Sprouse, and attested by its duly authorized and acting City Clerk of the City of Springdale, both of whom are authorized to bind the Seller to this Contract.

Doug Sprouse, Mayor

ATTEST: _____
Denise Pearce, City Clerk

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day, came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting _____, to me well known as the duly authorized agent of the Seller in the foregoing Contract of Sale of Real Estate, and stated that he had executed the same on the behalf of the Seller for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this _____ day of _____, 2021.

My Commission Expires

Notary Public

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this day, came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting Doug Sprouse and Denise Pearce, to me well known as the Mayor and City Clerk for the City of Springdale, the Buyer in the foregoing Contract of Sale of Real Estate, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this _____ day of _____, 2021.

My Commission Expires

Notary Public

Anna McKinney

From: Ernest Cate <ecate@springdalear.gov>
Sent: Wednesday, November 3, 2021 4:18 PM
To: Colby Fulfer; Doug Sprouse
Cc: Anna McKinney
Subject: FW: KasimOA.doc

Just FYI, since the Committee asked about this..... Thanks! Ernest

From: Omar Kasim [<mailto:omar@kasimventures.com>]
Sent: Wednesday, November 3, 2021 4:14 PM
To: Ernest Cate
Cc: Carroll, J.R.; Medellin, Gabriela R.
Subject: Re: KasimOA.doc

Tenant at 900 E Emma left in October when I purchased the property.
902 E Emma tenant is me, so consider me evicted :)

Omar Kasim

Founder Juice Palm LLC | Con Quesos LLC | Plomo Quesadillas

m: 918-902-4235 a: 2016 W MLK blvd #8 Fayetteville AR 72701
w: www.misterkasim.com e: omar@kasimventures.com

"If the world is cold, make it your business to build fires"

On Wed, Nov 3, 2021 at 2:12 PM Ernest Cate <ecate@springdalear.gov> wrote:

Omar/J.R.:

The Finance Committee forwarded this purchase to the 11/09/21 City Council meeting with recommendation for approval. The only question of note that they asked had to do with tenants and any existing leases on either property. I informed them that my understanding was that we planned on razing the structures, and that you had expressed an interest in removing various items from the structures prior to closing, which led me to believe there are no current leases in effect for either structure. However, they asked that I confirm that with you in advance of the meeting on Tuesday.

I hope this makes sense.....

Thanks! Ernest

From: Omar Kasim [mailto:omar@kasimventures.com]
Sent: Thursday, October 28, 2021 4:20 PM
To: Carroll, J.R.
Cc: Ernest Cate; Medellin, Gabriela R.
Subject: Re: KasimOA.doc

Hey Ernest,

Do you have an idea of a closing date? I am rolling the payout of this transaction into another property and need to make sure that its closing gets scheduled after this one

Let me know

Thanks

Omar

Please excuse my brevity as I am responding from a mobile device

On Fri, Oct 22, 2021, 11:35 AM Carroll, J.R. <jr.carroll@kutakrock.com> wrote:

Perfectly acceptable if you want to make that change.

J. R. Carroll
Kutak Rock LLP
234 East Millsap Road, Suite 200
Fayetteville, AR 72703
(479) 973-4200 main
(479) 695-1938 direct
(479) 973-0007 fax
jr.carroll@kutakrock.com

ATLANTA | CHICAGO | DENVER | FAYETTEVILLE | IRVINE | KANSAS CITY | LITTLE ROCK | LOS ANGELES | MINNEAPOLIS | OMAHA | PHILADELPHIA | RICHMOND | SCOTTSDALE | SPOKANE | WASHINGTON, D.C.

From: Ernest Cate <ecate@springdalear.gov>
Sent: Friday, October 22, 2021 11:19 AM
To: Carroll, J.R. <jr.carroll@kutakrock.com>

Cc: Omar Kasim <omar@kasimventures.com>; Medellin, Gabriela R. <Gabriela.Medellin@KutakRock.com>; Ernest Cate <ecate@springdalear.gov>
Subject: RE: KasimOA.doc

[CAUTION - EXTERNAL SENDER]

JR:

Thank you for sending this. The City is in agreement with your edits, except as to Paragraph 10. Can we just say something to the effect that "closing costs will be divided as customary"? The O&A already states we are paying for the title insurance, and the City is statutorily exempt as to documentary stamps, so that just leaves the closing fee (which can be split equally), we pay for document preparation and recording fees. So I believe it would just be 1/2 of the closing fee for the Seller? We normally use City Title (Blake Hanby), and I believe their closing fee is \$750, so it would be \$375 per party.

Thoughts?

Thanks! Ernest

From: Carroll, J.R. [<mailto:jr.carroll@kutakrock.com>]
Sent: Friday, October 22, 2021 8:39 AM
To: Ernest Cate
Cc: Omar Kasim; Medellin, Gabriela R.
Subject: KasimOA.doc

Ernest,

Disregard the first version.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A CONSTRUCTION
CONTRACT FOR PHASE II OF THE RESTORATION OF
RABBIT FOOT LODGE**

WHEREAS, Phase I of the restoration of Rabbit Foot Lodge is complete with a final construction cost of \$411,759.12, and

WHEREAS, three companies picked up construction plans as a result of an advertisement seeking sealed bids, and

WHEREAS, one bid was received from Pick-It Construction in the amount of \$748,830.00.

**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 from the General Fund reserves, and

Section 2. The Mayor and City Clerk are hereby authorized to execute a construction contract in the amount of \$748,830 with Pick-It Construction Inc., for phase II of the Restoration of Rabbit Foot Lodge.,

Section 3. The Mayor is also authorized to sign change orders as long as the accumulated cost of the change orders does not exceed 10% of the original contract.

PASSED AND APPROVED this 9th day of November, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

October 19, 2021

Mr. Wyman Morgan
Director of Administration and Finance
City of Springdale
201 Spring Street
Springdale, AR 72764

Re: Restoration of the Rabbit Foot Lodge, Phase 2

Greetings Mr. Morgan,

We publicly advertised, then received the bids for the above referenced project on October 13. We had conducted a pre-bid conference on October 1 and three interested general contractors with historic preservation experience had attended. With apologies from two of the contractors who attended, we received one bid of \$748,830.00 from Pick-it Construction of Fayetteville. Pick-it is the general contractor who constructed Phase 1 of the project. They did a good job and protected the existing building. We recommend that the City retain Pick-it to perform this project.

Please let me know if you have any questions.

Sincerely,


Gary Clements, AIA



RESTORATION AND REHABILITATION OF THE
RABBIT FOOT LODGE – PHASE II
CITY OF SPRINGDALE
2711 SILENT GROVE ROAD
SPRINGDALE, ARKANSAS
Bid Date: Wednesday, October 13, 2021 at 2:00 p.m.

Prepared by: **CLEMENTS & ASSOCIATES/ARCHITECTURE, INC**

OFFICIAL BID TABULATION SHEET

CONTRACTOR	Bid Bond	Addendum #1	BASE PROPOSAL
Pick-It Construction	Yes	Yes	\$748,830.00

BID PROPOSAL FORM

**RESTORATION AND REHABILITATION
OF THE RABBIT FOOT LODGE – PHASE II
CITY OF SPRINGDALE
2711 SILENT GROVE ROAD
SPRINGDALE, ARKANSAS**

Proposal of: Pick-it Construction
(hereinafter called "Bidder")

To: CITY OF SPRINGDALE

The undersigned, having received and examined the specifications for the above referenced project, and the drawings listed therein, proposes to furnish all labor, materials, equipment, supervision, and all associated items required for all work, as required by, and in strict accordance with, the above named Contract Documents for the following sum:

A. BASE PROPOSAL

Bidder agrees to perform all the work necessary to complete the project as described in the Specifications and indicated on the drawings for the sum of:

Seven hundred Forty Eight Thousand Eight Hundred thirty dollars (\$ 748,830)
(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

B. ADDENDA

The Undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. <u>1</u>	, Dated <u>10/7/2021</u>
No. _____	, Dated _____
No. _____	, Dated _____
No. _____	, Dated _____

- C. If written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the

BID PROPOSAL FORM
RESTORATION AND REHABILITATION OF THE
RABBIT FOOT LODGE – PHASE II

1

prescribed form and furnish the required bond as required by the "General Conditions," and certificates of insurance within ten (10) days after the contract is presented to him for signature. The bid security attached in the sum of five (5%) percent of the Base Proposal is to become the property of the Owner in the event that the Contract and Bond are not executed within the time set forth, as damages for the delay and additional expense to the Owner caused thereby.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and to waive any informalities and to accept the proposal (s) which serves the best interest of the Owner. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Owner.

D. TIME OF COMMENCEMENT

I (we) agree to commence work ten (10) calendar days after receipt of written Notice to Proceed, to complete the work as described in the Contract Documents, and:

1. To accept provisions of the "Instructions to Bidders".
2. To accomplish the work in strict accordance with the Contract Documents, of which this proposal is made a part.

E. CONSTRUCTION PERIOD

The Work shall be fully completed within 150 calendar days as described in the Contract Documents.

Respectfully Submitted:

PICK IT CONSTRUCTION
Name of Bidder (Typed or Printed)
10024 N. CAMPBELL CO.
FAIRFELDVILLE AR. 72701
Address
[Signature]
Authorized Signature and Title
0140461221
Contractor's License Number
478-973-5109
Telephone Number
10/13/2021
Date of Bid

(Seal)
If Bid is by a Corporation
Date: OCTOBER 13, 2021

BID PROPOSAL FORM
RESTORATION AND REHABILITATION OF THE
RABBIT FOOT LODGE - PHASE II

2

BID BOND

CONTRACTOR: <i>(Name, legal status and address)</i> Pick-It Construction, Inc. 10024 N Campbell Rd Fayetteville, AR 72701	SURETY: <i>(Name, legal status and principal place of business)</i> United States Specialty Insurance Company 13403 Northwest Freeway Houston, TX 77040
OWNER: <i>(Name, legal status and address)</i> City of Springdale 201 Spring St Springdale, AR 72765	

BOND AMOUNT: Five and 00/100 Percent Maximum Amount Bid

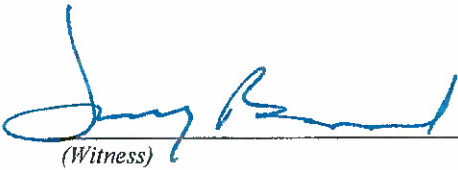
PROJECT:
(Name, location or address, and Project number, if any)
Rabbits Foot Lodge Renovation Phase II
Springdale AR

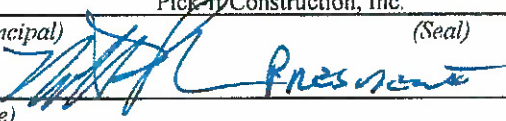
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a new_policywith the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of October, 2021.


(Witness)

Pick-It Construction, Inc.
(Principal)  (Seal)
(Title) Representative


(Witness)

United States Specialty Insurance Company
(Surety)  (Seal)
(Title) Ami Ashmore Attorney-In-Fact



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

AMI ASHMORE

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number BID159757, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Five Hundred Thousand and 00/100 (\$500,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

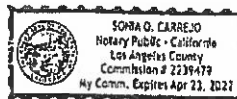
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sonia O. Carrejo (seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of October, 2021.

Bond No. BID159757

Agency No. 0217



Kio Lo
Kio Lo, Assistant Secretary

HCCSZZ POAUSSIC06/2018

visit tmhcc.com/surety for more information

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING PHASE II OF THE
RESTORATION OF RABBIT FOOT LODGE**

WHEREAS, Phase I of the restoration of Rabbit Foot Lodge is complete with a final construction cost of \$411,759.12 and

WHEREAS, the architect estimates the cost of phase II to be about \$553,709, and

WHEREAS, the Mayor recommends the funding for phase II;

**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 from the General Fund reserves, and

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Clements & Associates Architecture, Inc. for phase II of the Restoration of Rabbit Foot Lodge.,

PASSED AND APPROVED this 13th day of July, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF TWO FINGERPRINT UNITS FOR THE POLICE DEPARTMENT FROM A JUSTICE ASSISTANCE GRANT (JAG) AND DRUG SEIZURE FUND.

WHEREAS, the Police Department needs to replace two fingerprint systems; and

WHEREAS, the price for the two units total \$25,060.20; and

WHEREAS, the City of Springdale has received a Justice Assistance Grant in the amount of \$21,282; and

WHEREAS, the remaining \$3,778.20 will be appropriated from the Drug Seizure fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that there is hereby appropriated \$21,282 from the Justice Assistance Grant and \$3,778.20 from the Drug Seizure funds for the purchase of two fingerprint systems for the Police Department.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

To: Mayor Doug Sprouse
CC: Wyman Morgan, Colby Fulfer
From: Chief Mike Peters
Date: October 15, 2021
Re: Justice Assistance Grant

Mayor,

I am pleased to let you know that we have been approved for a justice assistance grant in the amount of \$21,282.

As you will remember several months ago we discussed upcoming budget needs and I explained that our two fingerprint systems would need to be replaced soon. The company that manufactured and sold them to us has gone out of business so they are no longer supported and have historically required regular maintenance and repairs to keep them operational. Replacing these fingerprint machines with this grant will keep us from having to ask for them to be replaced in our 2022 budget.

The cost breakdown is below:

- \$22,782.00 – Cost of equipment
 - \$2,278.20 – Tax
 - \$25,060.20 – Total cost
 - -\$21,282.00 – JAG funds
-
- **\$3,778.20 – Remaining cost out of drug seizure funds**

I am requesting that the council approve the purchase of the two fingerprint machines and any cost above the grant be paid out of our drug forfeiture account.

I have attached information on the new fingerprint machines and the quote to replace them.

If you have any questions or concerns please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Mike Peters".

Mike Peters
Chief of Police



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

October 8, 2021

Captain Frank Gamble
Springdale Police Department
Administrative Division
Springdale Police Department
Springdale, AR
Email: fgamble@springdalear.gov

Reference No. IDAR-L062921-02B

IDEMIA is pleased to provide Springdale Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard Arkansas State Police (ASP) software and workflows.

IDEMIA's fully integrated LiveScan solution provides Springdale Police Department the following features and benefits:

- ◆ Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- ◆ Digital image capture of upper, lower and writer's palms, slaps and rolls (*option*)
- ◆ Mug Photo Capture available (*option*)
- ◆ Full compliance with ASP AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- ◆ Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- ◆ Quick check, review, and edit can be performed on each print
- ◆ All LiveScan configurations include on-site installation, training and 1 Year On-site Warranty



Tenprint (Fingerprint) capture



Tenprint/Palmprint capture

State of Arkansas Trusted Identification Partner for 24 Years

IDEMIA has been the sole provider of the AFIS System in place at the Arkansas State Police (ASP) since 1997. IDEMIA is the only vendor who can deliver a LiveScan System that is 100% compatible with the ASP system. In fact, IDEMIA LiveScan Systems use the same AFIS quality checking algorithms to ensure Springdale Police Department can submit the highest-quality prints to ASP.

Figure 1 shows a map of the state of Arkansas with IDEMIA LiveScan installations.

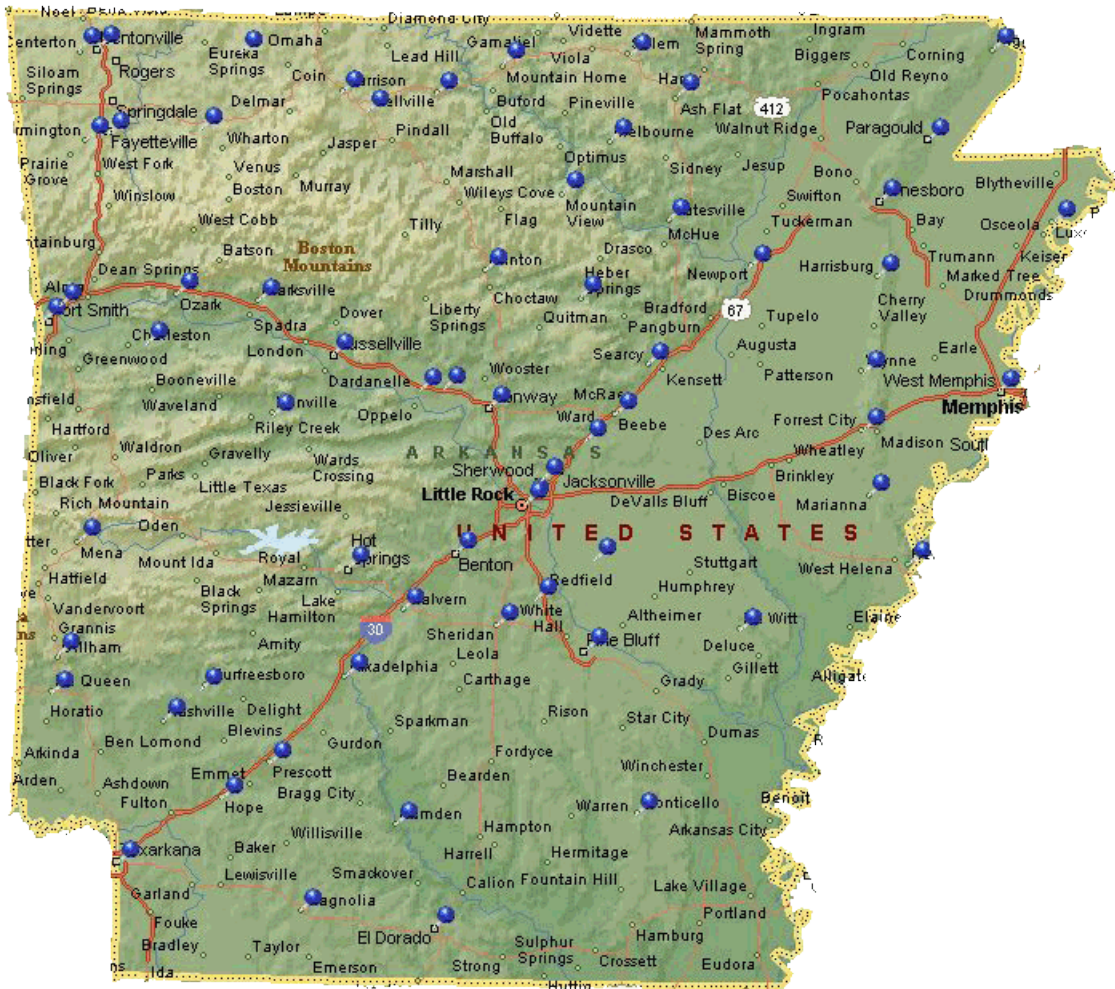


Figure 1. IDEMIA LiveScans installed in the state of Arkansas

IDEMIA's ***In-State Support Organization*** is dedicated solely to the support of Arkansas customers. IDEMIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Solution Description and Pricing

IDEMIA proposes the equipment and services described in Tables 1 - 2. Table 1 shows IDEMIA LiveScan Systems with Tenprint / Palmprint capture; Table 2 LiveScan System with Tenprint (Fingerprint) only capture.

****Note: purchase of a new Printer will be required to print cards with the new LiveScan System. Existing Lexmark Optra R, Optra S, T5xx, T620, T630, T640, T650 Series Printers or Xerox Printers are not supported with the new LiveScan System.****

Tenprint/Palmprint Capture – Table 1

Tenprint/Palmprint Capture - Desktop

Table 1. Pricing and Maintenance

	Description	Unit Price
ESLC-D0M53E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 ESLO-UPSSML-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, monitor, keyboard • Foot pedal for hands free advancement • Standard ASP Workflows and Profiles • UPS • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	\$14,874
	<i>Less Discount for receipt of Purchase Order by 11/15/2021</i>	(\$1,487)
	TOTAL	\$13,587
	Annual Maintenance (to start after initial 1st Year On-site Warranty)	
ESLC-D0M53E-1M	Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$2,006

Tenprint (Fingerprint) Capture – Table 2

Tenprint (Fingerprint) Capture - Desktop

Table 2. Pricing and Maintenance

	Description	Unit Price
ESLC-D0M51E-00 ESLO-0LS050-00 ESLO-PCCORE-01 ESLO-DN2200-00 TP-IAT-CUSTOM	IDEMIA LiveScan System Desktop Tenprint, including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500PPI Scanner • Computer, monitor, keyboard • Standard ASP Workflows and Profiles • Installation / On-site Training • Warranty: 1 Year On-site Advantage Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	\$6,050
	<i>Less Discount for receipt of Purchase Order by 11/15/2021</i>	(\$605)
	TOTAL	\$5,445
	Annual Maintenance (to start after initial 1st Year On-site Warranty)	
ESLC-D0M51E-1M	Annual Maintenance On-site Advantage Solution, 9X5, Next day on-site response and parts replacement	\$1,780

Other items

Table 3. Pricing and Maintenance

	Description	Qty	Unit Price	Total
D120-ANA000-00 D130-ANA001-00	Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	2	\$1,325	\$2,650
	Annual Maintenance	2	\$199	\$398
TPL2-SSMALL-00	Signature Capture pad	2	\$550	\$1,100
	Annual Maintenance	2	\$83	\$166

Summary

Table 4. Pricing and Maintenance

Table	Description	Total	Maintenance
1	Desktop Palm Capture	\$13,587	\$2,006
2	Desktop Tenprint	\$5,445	\$1,780
3	Printer, Sig	\$3,750	\$564
		\$22,782	\$4,350
			\$27,132

Current shipping is 30+ days after receipt by IDEMIA of Springdale Police Department completed pre-installation documentation, or as otherwise scheduled.

Annual Maintenance prices shown above are for Year 2 only. On-going maintenance pricing may escalate 5% per year, beginning in Year 3. Prices are exclusive of any and all state, or local taxes, or other fees or levies.

Customer Responsibilities

Springdale Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Provide a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- ◆ Compliance with ASP requirements using ASP approved method for electronic transfer
- ◆ Obtain all required authorizations for connecting to the Arkansas State Police AFIS.

Prior to the purchase, Springdale Police Department must request approval for connectivity to the Arkansas State Police AFIS, ATT: Stacy Dougherty, Arkansas State Police, Tel: (501) 501-618-8611, Email: stacy.dougherty@asp.arkansas.gov.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- ◆ With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- ◆ An inter-agency agreement between Arkansas State Police and Springdale Police Department will be in place.
- ◆ Springdale Police Department will provide all necessary communication to connect to Arkansas State Police. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ On-site Installation Services will be scheduled after network connectivity to Arkansas State Police has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Springdale Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Proposal Expiration: February 28, 2022

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall

IDEMIA

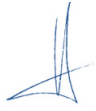
5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311

We look forward to working with you.

Sincerely,



Michael Hash

Vice President Justice and Public Safety - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____, ("Customer"), having a place of business at _____,

_____ enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term “Licensor” means Idemia Identity & Security USA LLC, (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 “Designated Products” means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

RESOLUTION NO. _____

A RESOLUTION CERTIFYING AN UNDERSTANDING OF USING A CASH FLOW MODEL FOR A SMALL GROUP, IN ORDER TO INCREASE THE BENEFITS FOR RECIPIENTS OF THE FIREMEN'S PENSION AND RELIEF FUND, PURSUANT TO ARK. CODE ANN. §24-11-102 AND RULE 4 OF THE ARKANSAS FIRE AND POLICE PENSION REVIEW BOARD.

WHEREAS, on April 14, 2021, the Firemen's Pension and Relief Fund for the Fire Department of the City of Springdale, Arkansas (hereinafter referred to as the "Fund"), passed Resolution No. 21-1 to increase the benefits for recipients of the Fund, pursuant to Ark. Code Ann. §24-11-102;

WHEREAS, the Fund submitted its request to the Arkansas Fire and Police Pension Review Board (PRB) to complete an actuarial valuation;

WHEREAS, the Fund has now received an actuarial valuation dated September 28, 2021, from the PRB indicating that the proposed benefit increases contained in Resolution 21-1 could be approved;

WHEREAS, PRB Rule 4 requires that both the Fund and the Springdale City Council certify their understanding of using a cash flow model for a small group;

WHEREAS, on October 21, 2021, the Fund passed Resolution No. 21-2 to certify their understanding of using a cash flow model for a small group;

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

Section 1: The City of Springdale, Arkansas, hereby certifies its understanding of using a cash flow model for a small group, as required by PRB Rule 4, and that the proposed benefit increases contained in Resolution 21-1 passed by the Fund on April 14, 2021, should be, and hereby are, approved;

Section 2: Such benefits shall be paid from the Firemen's Relief and Pension Fund to all present and future retired firefighters or their surviving spouses or other beneficiaries to be effective April 14, 2021.

Section 3: The Mayor and City Clerk are hereby authorized to execute the attached "Alternate Cash Flow Valuation for the Springdale Fire Relief and Pension Fund", and submit the same to the Arkansas Fire and Police Pension Review Board.

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

Alternate Cash Flow Valuation for the Springdale Fire Relief and Pension Fund

On April 14, 2021, the Springdale Fire Relief and Pension Fund (Local Plan) board of trustees passed a resolution to increase benefits for the retired members and their beneficiaries using an alternate cash flow valuation. The Local Plan submitted its request to the Arkansas Fire and Police Pension Review Board (PRB) to complete an actuarial valuation. The Local Plan received an actuarial valuation dated September 28, 2021, from the PRB showing the proposed benefit increases could be approved.

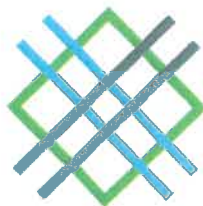
An alternate cash flow valuation is authorized under PRB Rule 4. PRB Rule 4 also requires the Local Plan board of trustees and Springdale City Council certify their understanding of using a cash flow model for a small group.

The Local Plan board of trustees met on _____ and affirmed their understanding of using a cash flow model for a small group as required in PRB Rule 4.

The Springdale City Council met on _____ and affirmed their understanding of using a cash flow model for a small group as required in PRB Rule 4.

APPROVED: _____
Mayor Doug Sprouse Date

ATTEST: _____
City Clerk/Treasurer Denise Pearce Date



SPRINGDALE™
WE'RE MAKING IT HAPPEN

www.SpringdaleAR.gov

April 15, 2021

Alan Watson, Chairman
Ark. Fire & Police Pension Review Board
620 W. 3rd, Suite 200
Little Rock, AR 72201-2223

Dear Chairman Watson,

On April 14, 2021, the Springdale Firemen's Relief and Pension Board voted to request an increase in benefits for current pension recipients, or their surviving spouses. We are requesting the increase be based on an actuarial valuation using the alternate cash flow valuation method. We currently have thirty-seven (37) full paid and three (3) volunteer recipients on the plan.

The request is for an increase from a base rate of eighty percent (80%) to a base rate of ninety percent (90%) with a minimum increase of \$100.00 and volunteer retire benefits being increased by \$100.00 per month.

Enclosed is Resolution 21-1 adopted at that meeting along with the minutes and worksheet showing proposed increases.

I respectfully request this Resolution be submitted to the Pension Review Board for their consideration and approval.

Sincerely,

Doug Sprouse, Mayor
Chairman of the Springdale Firemen's
Relief and Pension Board

Enclosures

cc: David Clark
LOPFI Executive Director

Doug Sprouse Mayor

(479) 750.8114 phone | (479) 750.8559 fax | 201 Spring Street | Springdale, Arkansas 72764

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RESOLUTION NO. 21-1

A RESOLUTION OF THE FIREMEN'S RELIEF AND PENSION FUND BOARD OF TRUSTEES TO INCREASE THE BENEFITS FOR RECIPIENTS OF THE RETIREMENT PENSION FUND.

WHEREAS, the Firemen's Pension and Relief Fund for the Fire Department of the City of Springdale, Arkansas (hereinafter referred to as the "Fund") is governed by a Board of Trustees which, among other things, is empowered to increase benefits paid to retired members and beneficiaries of the Fund pursuant to A.C.A. 24-11-102; and

WHEREAS, it has been determined by said Board of Trustees that it is imperative to increase base benefits for present and future paid retired firefighters who are retired from the Springdale Fire Department, or their surviving spouses, to increase their standard of living to keep pace with the increased cost of living, and to show the Department's sincere appreciation for the services they performed for the City of Springdale during their careers as firefighters; and

WHEREAS, it is expressly determined by the Board of Trustees that it is consistent with their goals to be able to periodically increase benefits paid to members and beneficiaries should it be determined by said Board that benefits currently paid are not sufficient to the needs of the members and beneficiaries and that the Fund's actuarial soundness will not be detrimentally effected by said proposed increased benefits; The last benefit increase for recipients of the Firemen's Relief and Pension Fund was in 2002; and

WHEREAS, the Board of Trustees has further determined that their proposed increase in base benefits shall be in addition to any other benefits that would accrue due to each retiree's time in service and/or any other benefit increases previously granted by the Board of Trustees, and shall be the only such increase in benefits unless and until further proper action is taken by the Board to cause other such increases to any member or beneficiary, and that the increases proposed herein shall affect only present and future paid firefighters who have retired, and only in the amounts herein stated; and

WHEREAS, the proposed increases in benefits shall be made in strict accordance with the provisions of A.C.A. 24-11-102 and 24-11-103 and shall be conditioned upon the positive results of actuarial evaluations performed in accordance therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES that the benefits paid from the Firemen's Relief and Pension Fund to present and future paid firefighters or their surviving spouses or other beneficiaries, shall be increased from a base rate of eighty percent (80%) to a base rate of ninety percent (90%) of the firefighter's final salary on the date of retirement from the Springdale Fire Department, with a minimum increase of \$100.00. Volunteer Retiree benefits will be increased by \$100.00 per month.

BE IT FURTHER RESOLVED that such benefits be paid from the Firemen's Relief and Pension Fund to all present and future retired firefighters or their surviving spouses or other beneficiaries to be effective the first day of the month after approval has been given by the Arkansas Fire and Police Pension Review Board.

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



Mayor Doug Sprouse



Marty Thiesse, Board Member



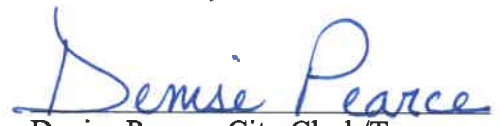
Sam Bowman, Board Member



James Skelton, Board Member



Dennis Miller, Board Member



Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. 21-2

A RESOLUTION OF THE FIREMEN'S RELIEF AND PENSION FUND BOARD OF TRUSTEES CERTIFYING AN UNDERSTANDING OF THE RISKS INVOLVED IN USING A CASH FLOW MODEL FOR A SMALL GROUP, IN ORDER TO INCREASE THE BENEFITS FOR RECIPIENTS OF THE RETIREMENT PENSION FUND.

WHEREAS, on April 14, 2021, the Firemen's Pension and Relief Fund for the Fire Department of the City of Springdale, Arkansas (hereinafter referred to as the "Fund"), passed Resolution No. 21-1 to increase the benefits for recipients of the Fund, pursuant to Ark. Code Ann. §24-11-102;

WHEREAS, the Fund submitted its request to the Arkansas Fire and Police Pension Review Board (PRB) to complete an actuarial valuation. The Fund has now received an actuarial valuation dated September 28, 2021, from the PRB indicating that the proposed benefit increases contained in Resolution 21-1 could be approved;

WHEREAS, PRB Rule 4 requires that the Fund and Springdale City Council certify their understanding of using a cash flow model for a small group;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES that they hereby certify their understanding of using a cash flow model for a small group, as required by PRB Rule 4, and that the benefits paid from the Firemen's Relief and Pension Fund to present and future paid firefighters or their surviving spouses or other beneficiaries, shall be increased from a base rate of eighty percent (80%) to a base rate of ninety percent (90%) of the firefighter's final salary on the date of retirement from the Springdale Fire Department, with a minimum increase of \$100.00. Volunteer Retiree benefits will be increased by \$100.00 per month.

BE IT FURTHER RESOLVED that such benefits be paid from the Firemen's Relief and Pension Fund to all present and future retired firefighters or their surviving spouses or other beneficiaries to be effective April 14, 2021.

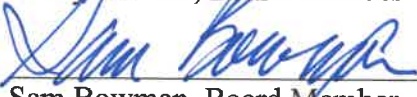
PASSED AND APPROVED this 20th day of October, 2021.



Mayor Doug Sprouse



Marty Thiesse, Board Member



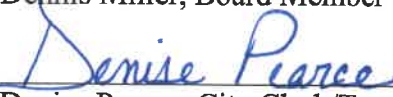
Sam Bowman, Board Member



James Skelton, Board Member



Dennis Miller, Board Member



Denise Pearce, City Clerk/Treasurer

The City Council of the City of Springdale met in regular session on Wednesday, October 27, 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
Jeff Watson	Ward 3
Mike Overton	Ward 2 (Absent)
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4 (Absent)
Ernest Cate	City Attorney
Debbie Pounders	Planning Office

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Public Works & Eng. Director
Ron Findley	Community Engagement
Mike Chamlee	Chief Building Official
Colby Fulfer	Chief of Staff

AGENDA ITEM MOVED

Council Member Watson made the motion to move Item No. 11 (Resolution) to Item No. 9F on tonight's agenda. Council Member Lawson made the second.

The vote:

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

No: None

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the October 12, 2021 City Council meeting be approved as presented. Council Member Williams made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

REPORT ON ECONOMIC DEVELOPMENT

Scott Edmondson, Director of Business Development with the Springdale Chamber of Commerce, gave a 3rd Quarter 2021 report on economic development in the City of Springdale. (Report on file in City Clerk's Office)

ORDINANCE NO. 5653 – REZONING 3.45 ACRES OWNED BY CONNIE BURNETT LOCATED AT 5324 ELM SPRINGS ROAD, FROM A-1 TO C-5, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.45 acres owned by Connie Burnett located at 5324 Elm Springs Road, from A-1 to C-5.

Planning Commission recommended approval at their October 5, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5653.

RESOLUTION NO. 125-21 – APPROVING A CONDITIONAL USE APPEAL BY TIM AND JO ANNA RUDA (YULIANA CUEVAS) FOR A USE UNIT 41 AT 3360 NORTH THOMPSON

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Tim and Jo Anna Ruda (Yuliana Cuevas) for a Use Unit 41 (Automobile Sales) at 3360 North Thompson.

Planning Commission recommended approval at their October 5, 2021 meeting.

RESOLUTION NO. ____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
YULIANA CUEVAS AT 3360 NORTH THOMPSON 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 October 5, 2021, on a request by Tim and Jo Anna Ruda (Yuliana Cuevas) for Use Unit 41 (Automobile Sales) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and one (1) no recommends that a Conditional Use be granted to with the following conditions: must provide site plan.

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: must provide site plan.

1. **Same site plan for previously approved conditional use. Request was made for landscaping to be added to the site with approval. Landscaping not shown on Site plan.**

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 125-21.

RESOLUTION NO. 126-21 – APPROVING A CONDITIONAL USE APPEAL BY FERGUSON-SUNSET LTD (ELEVATED AUTO SPA) FOR A USE UNIT 41 AT 855 CLAYTON STREET

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Ferguson-Sunset LTD (Elevated Auto Spa) for a Use Unit 41 (Automobile Sales) at 855 Clayton Street.

Planning Commission recommended approval at their October 5, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR ELEVATED AUTO SPA AT 855 CLAYTON 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 October 5, 2021, on a request by Ferguson-Sunset LTD (Elevated Auto Spa) for Use Unit 41 (Automobile Sales) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a Conditional Use be granted to with the following conditions: site plan needs to show adequate parking for existing use and auto sales.

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: must provide site plan.

1. **Site Plan needed to show adequate parking for existing use and auto sales.**

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 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 Harriman made the second.

The vote:

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

No: None

The Resolution was numbered 126-21.

RESOLUTION NO. 127-21 – APPROVING A CONDITIONAL USE APPEAL BY BARRY AND STEPHANIE BRYANT FOR A TANDEM LOT SPLIT AT 5962 WEST COUNTY LINE ROAD

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Barry and Stephanie Bryant for a tandem lot split at 5962 West County Line Road.

Planning Commission recommended approval at their October 5, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR BARRY AND STEPHANIE BRYANT AT 5962 WEST COUNTY LINE ROAD 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 October 5, 2021, on a request by Barry and Stephanie Bryant for a Tandem lot in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a Conditional Use be granted to with the following conditions: no conditions set.

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: must provide site plan.

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 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 Lawson made the second.

The vote:

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

No: None

The Resolution was numbered 127-21.

RESOLUTION NO. 128-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO OFFICE/WAREHOUSE AT HIGHWAY 112 AND MARCHANT ROAD IN CONNECTION WITH L21-29, 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 office/warehouse at Highway 112 and Marchant Road in connection with L21-29, a large scale development.

Council Member Williams moved the Resolution be adopted with Option 1. Council Member Harriman 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 OFFICE/WAREHOUSE- HWY 112 & MARCHANT ROAD. IN CONNECTION WITH L21-29 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 L21-29, a Large Scale Development for Office/Warehouse-Hwy 112 & Marchant Road 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 Marchant Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L21-29, a Large Scale Development for Office/Warehouse- Hwy 112 & Marchant Road.

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 128-21.

RESOLUTION NO. 129-21 – OVERTURNING THE PLANNING COMMISSION DENIAL OF A CONDITIONAL USE FOR A USE UNIT 4 CULTURAL, RECREATIONAL AND HEALTH FACILITIES (CAMPGROUND) IN AN SF-2 LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT AND APPROVING A SAID CONDITIONAL USE AT 1815 BITTER LANE FOR BROTHERS RENTALS LLC AND TALDO PROPERTIES LLC AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution overturning the Planning Commission denial of a conditional use for a Use Unit 4 Cultural, Recreational and Health Facilities (Campground) in an SF-2 Zone and approving a said conditional use at 1815 Bitter Lane for Brothers Rentals LLC and Taldo Properties LLC as set forth in Ordinance No. 4030.

RESOLUTION NO. ____

A RESOLUTION OVERTURNING THE PLANNING COMMISSION DENIAL OF A CONDITIONAL USE FOR A USE UNIT 4 CULTURAL, RECREATIONAL, AND HEALTH FACILITIES (CAMPGROUND) IN AN SF-2 LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT AND APPROVING A SAID CONDITIONAL USE AT 1815 BITTER LANE FOR BROTHERS RENTALS, LLC AND TALDO PROPERTIES, LLC 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 September 7, 2021 on a request by Brothers Rentals, LLC and Taldo Properties, LLC for a conditional use for a Use Unit 4: Cultural, Recreational, and Health Facilities (campground) in a Low/Medium Density Single Family Residential District (SF-2) at 1815 Bitter Lane; and

WHEREAS, following the public hearing the Planning Commission by a vote of 6-no and 2-yes the conditional use was denied; and

WHEREAS, an appeal was filed Brothers Rentals, LLC and Taldo Properties, LLC for a conditional use for a Use Unit 4: Cultural, Recreational, and Health Facilities (campground) and was heard by the City Council on October 12th and tabled to a Committee of the Whole on October 18th at which time a scaled down request was presented and reviewed.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Brothers Rentals LLC and Taldo Properties, LLC for a Use Unit 4: Cultural, Recreational, and Health Facilities (Campground) in a Low/Medium Density Single Family Residential District (SF-2) at 1815 Bitter Lane with the following conditions:

- 2 camper van/RV sites only, 26' maximum length camper with a 4 person maximum per vehicle; no public camp sites.
- Operation Plan as follows:
 - To rent 2 camper van spots on a nightly basis, for no more than 5 continuous nights, 4 people max per vehicle
 - To use an online platform for bookings (such as hipcamp.com or exploreeden.com) that holds guests and hosts to certain standards, requires the guest to acknowledge rules set by the host prior to booking, and states check in /check out procedures.
- Rules/acknowledgments on platform to include:
 - Van campers/RVs 26' max in length, no trailers
 - No tent sites
 - Primitive site and has no restroom facilities. Any toilet activity must be done in van/camper vehicle/RV or in guests own portable toilet, and waste must be packed out. No dumping of any waste materials allowed on the site.
 - No dumpster onsite and all trash must be packed out.
 - One approved fire pit, and guest must agree to check the following website and make sure there are no burn bans in either Benton or Washington County prior to lighting any fire. <https://www.arkfireinfo.org/m/>
 - Fire must be contained within the fire pit, and guest shall attempt to keep the flame at 2 feet or lower. Guests will agree to use provided wood only or wood pieces no longer than 2 feet. Guests may only gather dead wood that is onsite and on the ground, and must stay within the boundaries of the camp property. A fire extinguisher and rain barrel with hose are located at the metal barn 17' south of the fire pit.
 - Acknowledgment to avoid private property by staying on Fitzgerald Mountain trails or within Fitzgerald Mountain camp boundaries. Boundaries are marked by Bitter Lane and goat farm fence to the North, Fence to the South, and signs on Butterfield trail.
 - Acknowledgment that the site is located in the city limits of Springdale and no person is authorized for the use of any sound devices that produces a loud and raucous noise in violation of city

ordinance, or violates any other city ordinances.

- Required signage delineating the boundaries of the site and safety information
 - Onsite signs designating arrival to the property via Bitter Lane
 - Onsite tags that must be filled out with reservation name/date and be posted at site
 - Onsite signs designating the North and South edges of the property at Butterfield Trail
 - Onsite signs at the fire pit reiterating safety instructions, and alerting guests to location of the fire extinguisher and the rain barrel with hose
 - Onsite signs no dumping of any waste materials allowed on the site.

PASSED AND APPROVED THIS ____ DAY OF OCTOBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Ramona Latham, 1840 Dodd Avenue, read a letter for her neighbor Shirley Carter who lives at 1800 Dodd Avenue and could not be at the meeting tonight. She is very concerned with the wildlife being disturbed and feels like the RV Park will take away the natural beauty of the land.

Ms. Latham said she is still opposed to this and asked that City Council vote against it.

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

The vote:

Yes: Williams, Watson, Lawson, Flores, Powell

No: Harriman

The Resolution was numbered 129 -21.

RESOLUTION NO. 130-21 – AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BKD LLP AND DISASTER RECOVERY SERVICES ASSOCIATED WITH AMERICAN RESCUE PLAN ACT (ARPA) FUNDS RECEIVED BY THE CITY OF SPRINGDALE

Council Member Amelia Williams presented a Resolution authorizing the Mayor to enter into a professional services agreement with BKD LLP and Disaster Recovery Services associated with American Rescue Plan Act (ARPA) funds received by the City of Springdale.

Chief of Staff Colby Fulfer explained the reason there are two entities involved is because BKD does the annual city audit and are very familiar with the City of Springdale finances. They work with a company Disaster Recovery Services who will perform consulting services associated with the American Rescue Plan Act (ARPA). If proper documentation and procedures are not followed related to the receipt and expenditure of

ARPA funds, the money will have to be paid back to the federal government at the city's expense.

BKD LLP will enter into a contract with the City for an amount not to exceed \$49,500 and Disaster Recovery Services LLC will enter into a contract with an amount not to exceed \$150,000.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BKD, LLP, AND DISASTER RECOVERY SERVICES, LLC, FOR ACCOUNTING SERVICES ASSOCIATED WITH AMERICAN RESCUE PLAN ACT (ARPA) FUNDS RECEIVED BY THE CITY OF SPRINGDALE.

WHEREAS, the City of Springdale, Arkansas, has received funds from the American Rescue Plan Act (ARPA), and anticipates that further funds will be received;

WHEREAS, the City wishes to ensure that proper documentation and procedures are followed related to the receipt and expenditure of ARPA funds received by the City of Springdale, and to ensure the City's ongoing compliance with ARPA;

WHEREAS, pursuant to Section 2-201 of the Code of Ordinances of the City of Springdale, Arkansas, accounting services have been declared to be professional services, pursuant to Ark. Code Ann. §19-11-801(c), thereby eliminating the requirement of competitive bidding for these professional services;

WHEREAS, the City of Springdale has undertaken steps to seek accounting services related to its ARPA funds, and have evaluated the qualifications of entities providing these services;

WHEREAS, BKD, LLP, and Disaster Recovery Services, LLC, are uniquely suited to provide accounting services associated with the City's ARPA funds;

WHEREAS, the City of Springdale wishes to enter into a professional services agreement with BKD, LLP, and Disaster Recovery Services, LLC, for accounting services associated with the City's ARPA funds;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute a professional services agreement with BKD, LLP, and Disaster Recovery Services, LLC, for accounting services associated with the American Rescue Plan Act (ARPA), said services to be paid from ARPA funds as provided in the professional services agreement.

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 130-21.

RESOLUTION NO. 131-21 – DESIGNATING A PORTION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS, RECEIVED BY THE CITY OF SPRINGDALE, ARKANSAS AS LOST REVENUE IN ACCORDANCE TO THE GUIDANCE PROVIDED BY THE UNITED STATES TREASURY

Council Member Amelia Williams presented a Resolution designating a portion of American Rescue Plan Act (ARPA) Funds, received by the City of Springdale, Arkansas as lost revenue in accordance to the guidance provided by the United States Treasury.

Chief of Staff Colby Fulfer explained that one of the main categories that the US Treasury has allowed for is lost revenue. After running a calculation per the US Treasury Interim Final Ruling with a template provided by the Arkansas Municipal League and review by BKD LLC for lost revenue, the amount calculated was \$9,236,788. Once it is calculated as lost revenue, the funds are limited to their use to the "provision of government services to the extent of the reduction in revenue". The ARPA Funds are segregated into a separate fund of the city and were deposited into separate bank account designated as ARPA Funds. There are fewer restrictions when spending this calculated amount as lost revenue.

RESOLUTION NO. ____

A RESOLUTION DESIGNATING A PORTION OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS, RECEIVED BY THE CITY OF SPRINGDALE, ARKANSAS AS LOST REVENUE IN ACCORDANCE TO THE GUIDANCE PROVIDED BY THE UNITED STATES TREASURY.

WHEREAS, the City of Springdale, Arkansas has received \$10,675,798 in ARPA funding from the United States Treasury, and;

WHEREAS, the City of Springdale, Arkansas has identified what the United States Treasury categorizes as lost revenue during the pandemic in 2020, and;

WHEREAS, the City of Springdale, Arkansas has followed proper procedures and calculations provided by the Arkansas Municipal League and the United States Treasury to identify lost revenue, and;

WHEREAS, the City of Springdale, Arkansas has confirmed that \$9,236,788 is eligible to be designated as Lost Revenue, and;

WHEREAS, Lost Revenue is a primary use of ARPA funds according to Treasury guidance, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that \$9,236,788 of funding received through the American Rescue Plan Act (ARPA) in 2021 be designated as Lost Revenue funds.

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

Sarah Moore, Fayetteville resident representing the Arkansas Justice Reform Coalition, urged City Council members to go out into the community to hear from residents most impacted by the pandemic and how the money can be used to assist them in their needs.

Mayor Sprouse said they welcome any comments from residents and their ideas.

Samuel Lopez, 709 Oakridge Drive, spoke.

The vote:

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

No: None

The Resolution was numbered 131 -21.

RESOLUTION NO. 132-21 – AUTHORIZING HAZARD PAY FROM THE AMERICAN RESCUE PLAN ACT (ARPA) LOST REVENUE FUNDS FOR POLICE AND FIRE DEPARTMENT STAFF THAT HAVE BEEN AND REMAIN IN DIRECT CONTACT WITH THE PUBLIC DURING THE COVID-19 PANDEMIC

Council Member Amelia Williams presented a Resolution authorizing hazard pay from the American Rescue Plan Act (ARPA) lost revenue funds for Police and Fire Department staff that have been and remain in direct contact with the public during the Covid-19 Pandemic.

Chief of Staff Colby Fulfer explained the State of Arkansas has already given the Fire Department employees \$2,000, so the Mayor's proposal was to match that with our Police Officers who are out in the field and to add \$1,000. The total payout would be up to \$675,000.00 to eligible Police and Fire Department staff.

RESOLUTION NO. ____

A RESOLUTION TO AUTHORIZE HAZARD PAY FROM THE AMERICAN RESCUE PLAN ACT (ARPA) LOST REVENUE FUNDS 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; and

WHEREAS, the City of Springdale, Arkansas continued to provide emergency

services to its residents during the COVID-19 pandemic; and

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

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

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; and

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the \$9,236,788 American Rescue Plan Act (ARPA) funds designated as lost revenue.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes hazard pay totaling up to \$675,000.00 to eligible Police and Fire Department staff that have been and remain in direct contact with the public during the COVID-19 pandemic.

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 132-21.

RESOLUTION NO. 133-21 – AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM THE LONETA M. BLEVINS TRUST FOR THE DIXIELAND ROAD STREET PROJECT (APPLE BLOSSOM TO WAGON WHEEL ROAD), PROJECT NO. 18BPS14

City Attorney Ernest Cate presented a Resolution authorizing the expenditure of funds to acquire a portion of land from the Loneta M. Blevins Trust for the Dixieland Road Street Project, Apple Blossom to Wagon Wheel Road, Project No. 18BPS14, for the total sum of \$400,000.00 to be paid from the 2018 Street Bond Program.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM THE LONETA M. BLEVINS TRUST FOR THE DIXIELAND ROAD STREET PROJECT (APPLE BLOSSOM TO WAGON WHEEL ROAD), PROJECT NO. 18BPS14.

WHEREAS, the City of Springdale is in need of acquiring a portion of a tract of land for the Dixieland Road Street Project (Apple Blossom to Wagon Wheel Road), Project No. 18BPS14, Tract 2, said land being owned by the Loneta M. Blevins Trust;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$347,600.00 is the estimated just compensation for the property needed from the Blevins Trust;

WHEREAS, the property owner has extended a counter-offer that the City pay the sum of \$400,000.00 to acquire the lands needed for the project, said amount being additional compensation based on an increase in the market value of the property since the City's appraisal was conducted;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$52,400.00 to acquire the property needed from the Blevins Trust, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of filing an eminent domain action and a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire a portion of a tract of land for the Dixieland Road Street Project (Apple Blossom to Wagon Wheel Road), Project No. 18BPS14, Tract 2, said land being owned by the Loneta M. Blevins Trust, for the total sum of \$400,000.00 to be paid from the 2018 Street Bond Program.

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 133-21.

RESOLUTION NO. 134-21 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN DAVID ARTHUR AND SHARON ARTHUR ARE DEFENDANTS FOR THE 40TH STREET EXTENSION (FALCON ROAD TO SPRING CREEK BRIDGE, PROJECT 18BPS4, TRACT 19)

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit for the total sum of \$11,850.00, wherein David Arthur and Sharon Arthur are defendants for the 40th Street Extension, Falcon Road to Spring Creek Bridge, Project 18BPS4, Tract 19.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN DAVID ARTHUR AND SHARON ARTHUR ARE DEFENDANTS.

WHEREAS, the City of Springdale has filed a lawsuit against David Arthur and Sharon Arthur to condemn easements across property owned by the Arthurs for the 40th Street Extension (Falcon Road to Spring Creek Bridge, Project 18BPS4, Tract 19);

WHEREAS, the City of Springdale deposited the sum of \$6,850.00 into the Registry of the Court as estimated just compensation for the easements across the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the sum of \$11,850.00 to acquire the lands needed for the project, said amount being consistent with compensation paid for other easements for the Project;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$5,000.00 to acquire the property needed from the Arthurs, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Arthur condemnation lawsuit for the total sum of \$11,850.00, with the additional \$5,000.00 to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 134-21.

RESOLUTION NO. 135-21 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ADDENDUM TO A RAILROAD CROSSING EASEMENT AGREEMENT WITH THE ARKANSAS & MISSOURI RAILROAD COMPANY (AMRR) AS PART OF THE MAPLE AVENUE EXTENSION PROJECT 18BPS2

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and City Clerk to enter into an addendum to a railroad crossing easement agreement with the Arkansas & Missouri Railroad Company (AMRR) as part of the Maple Avenue Extension Project 18BPS2.

On August 27, 2019, the City Council for the City of Springdale, Arkansas, passed Resolution No. 86-19, authorizing the Mayor and City Clerk to execute a Railroad Crossing Easement Agreement with the Arkansas & Missouri Railroad Company (AMRR) relating to the construction of a new railroad crossing as part of the Maple Avenue Extension Project (18BPS2). The new railroad crossing has been constructed on Maple Avenue as part of the Maple Avenue Extension Project (18BPS2). The plan is to close Caudle Avenue to vehicular traffic simultaneously with the opening of the Maple Street crossing on November 12, 2021.

The City and AMRR wish to enter into an Addendum to the Railroad Crossing Easement Agreement, a copy of which is attached hereto and incorporated by reference, to provide for improvements to existing railroad crossings in the City of Springdale.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN ADDENDUM TO A RAILROAD CROSSING EASEMENT AGREEMENT WITH THE ARKANSAS & MISSOURI RAILROAD COMPANY (AMRR) AS PART OF THE MAPLE AVENUE EXTENSION (PROJECT 18BPS2).

WHEREAS, on August 27, 2019, the City Council for the City of Springdale, Arkansas, passed Resolution No. 86-19, authorizing the Mayor and City Clerk to execute a Railroad Crossing Easement Agreement with the Arkansas & Missouri Railroad Company (AMRR) relating to the construction of a new railroad crossing as part of the Maple Avenue Extension Project (18BPS2);

WHEREAS, the new railroad crossing has been constructed on Maple Avenue as part of the Maple Avenue Extension Project (18BPS2);

WHEREAS, the City and AMRR wish to enter into an Addendum to the Railroad Crossing Easement Agreement, a copy of which is attached hereto and incorporated by reference, to provide for improvements to existing railroad crossings in the City of Springdale;

WHEREAS, AMRR has agreed to the terms of the attached addendum to the Railroad Crossing Easement Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the Addendum to the Railroad Crossing Easement Agreement, attached hereto, with the Arkansas & Missouri Railroad Company, relating to improvements to existing railroad crossings in the City of Springdale;

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ADDENDUM TO RAILROAD CROSSING EASEMENT AGREEMENT
DATED AUGUST 27, 2019
BETWEEN AMRR AND THE CITY OF SPRINGDALE

This Addendum, made and entered into this 27th day of October, 2021, by and between the City of Springdale, Arkansas (hereinafter “City”) and the Arkansas and Missouri Railroad Company, (hereinafter “AMRR”),

WITNESSETH:

WHEREAS, City and AMRR entered into a Railroad Crossing Easement Agreement (hereinafter “Agreement”) dated August 27, 2019 concerning a new crossing at Maple Street; and

WHEREAS, pursuant to the terms of that Agreement, the new crossing was constructed; and

WHEREAS, the City and AMRR wish to amend the Agreement to provide that the City will fund various improvements and/or repairs to existing railroad crossings in the City of Springdale in lieu of the insurance requirement contemplated in the Agreement.

NOW, THEREFORE, the parties hereby agree to the following Addendum to the Agreement:

1. This addendum only applies to paragraph 7 of the Agreement and all other provisions of the Agreement except as specifically modified herein remain in full force and effect.
2. In lieu of the insurance requirements provided in paragraph 7 of the Agreement, the City agrees to fund improvements to existing railroad crossings within the City limits in an amount not to exceed Three Million Dollars over a six-year period from the date of this agreement (\$1.5 Million in years 1-3 and \$1.5 Million in years 4-6). The City understands that ARDOT may be involved in this process but also understands that other improvements outside the purview of ARDOT will be contemplated and included. The term “improvements” is general in nature and can include any improvement to a crossing including drainage improvements or other improvements or repairs to the infrastructure.
3. Either party may propose improvements or repairs and the parties will endeavor to agree on the scope and estimated costs within 60 days from the date of the proposal. The date of each proposal shall be the benchmark to establish in which 3-year period the improvement or repair will apply. The parties acknowledge there are difficulties associated with Covid 19, manpower, sourcing and delivery of materials so the actual completion of the improvements or repairs may fall beyond the end of either 3-year period. Thus, the benchmark is the date of the proposals.
4. The representatives of each party that will make proposals and agree to the scope and costs will be the Mayor of the City (currently Doug Sprouse) and the President of AMRR (currently Caren Kraska). In the event the President’s position becomes vacant for any reason then the AMRR representative will be the Chief Engineer on an interim basis (currently Jeromy Houchin). Upon adoption of this Addendum by Resolution of the Springdale City Council, the Mayor will

- be authorized to recommend the improvements or repairs contemplated by this addendum and seek funding approval by the Council as required by Arkansas law. The City acknowledges its monetary commitment agreed to herein and will not disapprove projects for the purpose of avoiding this commitment.
5. The City's monetary commitment will include amounts not covered by state/federal funds and/or grants and amounts it is obligated to pay towards any matching funds that may be associated with state/federal funds and/or grants.
 6. In the event the City desires to provide city resources, manpower or equipment toward completion of a project, the parties will agree to an amount to be associated with the resources, manpower or equipment furnished and the City will be given a credit for that amount toward their monetary commitment agreed to herein.
 7. The City agrees to provide administrative support (which would involve submitting invoices or reimbursement requests prepared by AMRR if required by the grant process) and sponsorship of AMRR grant applications for improvements in Washington and Benton County, regardless of the purpose of the grant.
 8. The City agrees to close the Caudle Avenue crossing to vehicular traffic simultaneously with the opening of the Maple Street crossing, and to undertake vacating any right-of-way associated with the closing of the Caudle Avenue crossing as soon as possible by approval of the City Council as required by Arkansas law.
 9. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of October, 2021.

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

The vote:

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

No: None

The Resolution was numbered 135-21.

RESOLUTION NO. 136-21 – AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ARKANSAS NATURAL RESOURCES COMMISSION PERTAINING TO COSTS ASSOCIATED WITH THE DECOMMISSION AND REMEDIATION OF WASTEWATER TREATMENT FACILITIES IN THE TERRITORY FORMERLY KNOWN AS BETHEL HEIGHTS, AND ASSURING THE PAYMENT OF SAID COSTS BY THE SPRINGDALE WATER AND SEWER COMMISSION

Rick Pulvirenti, C.O.O. and Director of Engineering at Springdale Water Utilities, presented a Resolution authorizing the Mayor to execute a memorandum of agreement with the Arkansas Natural Resources Commission pertaining to costs associated with the decommission and remediation of Wastewater Treatment Facilities in the territory formerly known as Bethel Heights, and assuring the payment of said costs by the Springdale Water and Sewer Commission.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ARKANSAS NATURAL RESOURCES COMMISSION PERTAINING TO COSTS ASSOCIATED WITH THE DECOMMISSION AND REMEDIATION OF WASTEWATER TREATMENT FACILITIES IN THE TERRITORY FORMERLY KNOWN AS BETHEL HEIGHTS, AND ASSURING THE PAYMENT OF SAID COSTS BY THE SPRINGDALE WATER AND SEWER COMMISSION.

WHEREAS, the Springdale Water and Sewer Commission ("the Commission") currently owns, operates and maintains wastewater collection and treatment facilities serving residential, commercial and industrial customers within the City of Springdale and surrounding areas;

WHEREAS, in August of 2020, the City of Bethel Heights was consolidated into the City of Springdale pursuant to Ark. Code Ann. §14-40-1201, *et. seq.*;

WHEREAS, due to the aforementioned consolidation, the City of Springdale acquired two wastewater treatment facilities and an associated sewage collection system of the former City of Bethel Heights;

WHEREAS, the Commission is currently providing public sewer collection and treatment of the wastewater generated in the territory formerly known as Bethel Heights, and is conveying said wastes to treatment facilities of the Commission for ultimate disposal;

WHEREAS, it is the desire of the Commission to fully decommission and remediate the former treatment works of Bethel Heights and to provide a permanent interconnection between the collection systems to Springdale for the ultimate treatment and disposal of wastewater;

WHEREAS, the staff of Springdale Water Utilities has completed plans and specifications for said work to decommission and remediate the treatment works and has completed plans and specifications for the design and construction of a permanent connection between the two collection systems (hereinafter referred to as "the Project");

WHEREAS, in an effort to finance the remediation and construction contemplated herein for the Project, Springdale Water Utilities has made application to the State Revolving Loan Fund consisting of a not to exceed loan in the amount of \$2,054,083.00 and a loan with principal forgiveness in the amount not to exceed of \$1,000,000.00;

WHEREAS, the nature of the loan requires that it be made to and approved by the governing body of the City of Springdale;

WHEREAS, the Commission has committed to repay to the City of Springdale all loans, bonds, indebtedness and all other costs associated with the remediation of the former Bethel Heights treatment works and sewer main line work associated with the interconnection of the two collection systems; and

WHEREAS, the Commission understands the commitment and requirements of the City of Springdale in executing a Memorandum of Agreement with the Arkansas Natural Resources Commission establishing certain provisions, procedures and schedules to be utilized throughout the Project and the Commission agrees to repay all costs associated with said Project to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a Memorandum of Agreement with the Arkansas Natural Resources

Commission, a copy of which is attached hereto and incorporated herein by reference, pertaining to costs associated with the remediation of the former Bethel Height wastewater treatment facilities and sewer main line work associated with the interconnection of the two collection systems; said Memorandum of Agreement to be signed upon the Springdale Water and Sewer Commission adopting a Resolution agreeing to repay all costs associated therewith to the City.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 136-21.

RESOLUTION NO. 137-21 - DESIGNATING AND AUTHORIZING THE MAYOR AND EXECUTIVE DIRECTOR OF SPRINGDALE WATER UTILITIES TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH FUNDING ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION

Rick Pulvirenti, C.O.O. and Director of Engineering at Springdale Water Utilities, presented a Resolution designating and authorizing the Mayor and Executive Director of Springdale Water Utilities to execute certain documents in connection with funding administered by the Arkansas Natural Resources Commission.

RESOLUTION NO. ____

A RESOLUTION DESIGNATING AND AUTHORIZING THE MAYOR AND EXECUTIVE DIRECTOR OF SPRINGDALE WATER UTILITIES TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH FUNDING ADMINISTERED BY THE ARKANSAS NATURAL RESOURCES COMMISSION.

WHEREAS, the Springdale Water and Sewer Commission ("the Commission") currently owns, operates and maintains wastewater collection and treatment facilities serving residential, commercial and industrial customers within the City of Springdale and surrounding areas;

WHEREAS, the City Council has determined that it is in the best interest of the City and its inhabitants to apply for assistance from the Arkansas Natural Resources Commission (the "ANRC"), in order to make certain improvements to the System;

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

Section 1. That the Mayor of the City, as a Signatory Agent or the successor of said Agent, is hereby authorized and directed to make application for assistance

administered by the ANRC and to execute, when approved by the City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time.

Section 2. That the Executive Director of Springdale Water Utilities, as a Signatory Agent or the successor of said Agent, is hereby authorized to execute, for and on behalf of the City, all other documents and certificates required.

PASSED AND APPROVED this ____ day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 137-21.

ORDINANCE NO. 5654 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 2401 TRUDI AND 1209 YOUNG, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

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 the following property located in Springdale, Washington County, Arkansas:

Location: 2401 Trudi
Property Owner: Jesus Estrada

Location: 1209 Young
Property Owner: Kimberly Asher

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5654.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:12 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer