CITY OF SPRINGDALE
Committee Agendas
Monday, June 6th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. ***A Resolution*** authorizing the execution of a contract for the City of Springdale 2022 Street Overlay Project. Presented by Colby Fulfer, Chief of Staff. Pgs. 1-2

2. ***A Resolution*** authorizing the expenditure of funds to acquire a portion of land from Basic Block and Brick I, LLC, for the Dean's Trail, Phase IIIA Project (Project No. ST1802). Presented by Ernest Cate, City Attorney. Pgs. 3-4

3. ***A Resolution*** to authorize the provision of Government services for citizens of Springdale, Arkansas from the American Rescue Plan Act (ARPA) Funds. Presented by Cody Loerts, Assistant Finance Director *(Lost Revenue).* Pg. 5

4. ***A Resolution*** to authorize the provision of Government services for citizens of Springdale, Arkansas from the American Rescue Plan Act (ARPA) Funds. Presented by Cody Loerts, Assistant Finance Director *(I.T. Equipment).* Pgs. 6-7

5. ***A Resolution*** to authorize a subaward to UpSkill NWA and Northwest Technical Institute from the City of Springdale's American Rescue Plan Act (ARPA) funds to help a job training and workforce development program. Presented by Cody Loerts, Assistant Finance Director. Pg. 8

6. ***A Resolution*** expressing the willingness of the City of Springdale to apply for STBGP-A Funding for construction of Don Tyson Parkway from Gene George Boulevard to Highway 112. Presented by Ryan Carr, Engineering Department. Pg. 9

Ordinance Committee by Chairman Mike Overton

7. ***An Ordinance*** amending Article 4 and Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pg. 10

Parks and Recreation Committee by Chairman Mike Lawson

8. **A Resolution** expressing the willingness of the City of Springdale to apply for state grant funding for the remodeling of the playground at Murphy Park. Presented by Chad Wolf, Director at Parks and Recreation. Pg. 11

Personnel Committee by Chairman Mark Fougerousse

9. **A Resolution** amending the 2022 Budget of the Springdale Police Department and approving the reclassification of 911 Emergency Dispatch Personnel. Presented by Gina Lewis, Director of Human Resources. Pg. 12

Community Development Block Grant Program by Chairman Kevin Flores

10. ***A Discussion*** on CDBG FY2022 Program Summary. Presented by Dean Allen, Community Development Block Grant Program Manager. Pgs. 13-14

Committee of the Whole

11. ***An Ordinance*** confirming a Second Amendment to the Inter-Municipal Sewer Agreement between the City of Springdale, Arkansas, and the City of Lowell, Arkansas; and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 15-18

12. ***A Resolution*** authorizing the Mayor and City Clerk to enter into an agreement with the City of Fayetteville concerning the water territory boundary between the two cities. Presented by Ernest Cate, City Attorney. Pgs. 19-29

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE CITY OF SPRINGDALE 2022 STREET OVERLAY PROJECT

WHEREAS, the Public Works Department has budgeted for the 2022 Street Overlay Project ("the Overlay Project");

WHEREAS, the competitive bidding process provided by Arkansas law was utilized by the City of Springdale Public Works Department to obtain bids for the Overlay Project; and

WHEREAS, the lowest responsible bidder for the Overlay Project was APAC-Central, Inc., in the amount of $1,265,172.25, as they have a facility in the City of Springdale, which is preferable due to the nature of the material involved;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS THAT the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with APAC-Central, Inc. for the 2022 Street Overlay Project in an amount not to exceed $1,265,172.25, to be paid from the 2022 Public Works budget.

PASSED AND APPROVED this _______ day of ________________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

2022 STREET OVERLAY LIST

	STREET	FROM	TO	Length	width	(Area SY M)	(M COST)	A Area SY	Asphalt Ty	Thickn	tons	cost
1	GARY ST	MAYES AVE	PARKER AVE	280	18	45	$ 113	560	Type 3	1.5	47	$4,200.00
2	S PLEASANT ST	JUST SOUTH OF 412	W ROBINSON AVE	2,441	36	3303	$ 8,258	9764	Type 3	2	1085	$102,522.00
3	S PLEASANT ST	W ROBINSON AVE	THOMPSON ST	785	30	1096	$ 2,740	2617	Type 3	2	291	$27,475.00
4	PARKER AVE	S PLEASANT ST	THOMPSON ST	1,309	18	786	$ 1,965	2618	Type 3	1.5	218	$19,635.00
5	SCHMIEDING AVE	S PLEASANT ST	THOMPSON ST	1,193	25	1761	$ 4,403	3314	Type 3	1.5	276	$24,854.17
6	W ROBINSON AVE	CAMBRIDGE ST	THOMPSON ST	2,719	34	3947	$ 9,868	10272	Type 3	2	1141	$107,853.67
7	WRIGHT AVE	TURNER ST	TO END	1,003	27	1475	$ 3,688	3009	Type 3	1.5	251	$22,567.50
8	VILLAGE LN	S POWELL ST	CORNER	1,156	23	1751	$ 4,378	2954	Type 3	1.5	246	$22,156.67
9	PURTLE AVE	FROM END	TO PRIVATE	673	27	1042	$ 2,605	2019	Type 3	1.5	168	$15,142.50
10	WALNUT GROVE AVE	TURNER ST	CORNER	1,135	22	1662	$ 4,155	2774	Type 3	1.5	231	$20,808.33
11	S POWELL ST	NEW ASHPALT BY DT	W LAKE VIEW DR	3,992	20	1549	$ 3,873	8871	Type 3	2	986	$93,146.67
12	CROXDALE ST	EDGEWOOD AVE	E ANDREW AVE	2,566	25	837	$ 2,093	7128	Type 3	1.5	594	$53,458.33
13	MIDLAND AVE	TURNER ST	SHAWNEE COVE	1,493	22	440	$ 1,100	3650	Type 3	1.5	304	$27,371.67
14	SHADY GROVE RD	JOHNSON RD	THOMPSON ST	3,655	25	2797	$ 6,993	10153	Type 3	2	1128	$106,604.17
15	GARDEN CENTER RD	SHADY GROVE DR	CUL-DE-SAC	739	27	1052	$ 2,630	2217	Type 3	1.5	185	$16,627.50
16	AZALEA CIR	GARDEN CENTER DR	CUL-DE-SAC	180	30	335	$ 838	600	Type 3	1.5	50	$4,500.00
17	JUNIPER CIR	GARDEN CENTER DR	CUL-DE-SAC	190	35	335	$ 838	739	Type 3	1.5	62	$5,541.67
18	OAK MANOR	W LAKE VIEW DR	W LAKE VIEW DR	1,874	27	2498	$ 6,245	5622	Type 3	1.5	469	$42,165.00
19	MAIN DR	CITY LIMITS	THOMPSON ST	2,281	16	4055	$10,138	4055	Type 3	2	451	$42,578.67
20	W GIBBS RD	HARBAR AVE	CORNER	1,298	20	535	$1,338	2884	Type 3	2	320	$30,282.00
			TOTALS	Milling sq yds		31,301	A SQ YDS	85,819	A TONS & COST		8,502	$789,491
					MILLING COST		$78,253		A /M GRAND TOTAL			$867,743

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE A PORTION OF LAND FROM BASIC BLOCK & BRICK I, LLC, FOR THE DEAN'S TRAIL, PHASE IIIA PROJECT (PROJECT NO. ST1802).

WHEREAS, the City of Springdale is in need of acquiring a portion of land for the Dean's Trail, Phase IIIA Project, Project No. ST1802, Tract 18, said lands being owned by Basic Block & Brick I, LLC;

WHEREAS, the City of Springdale has determined by appraisal that the sum of $12,100.00 is the estimated just compensation for the property needed from Basic Block & Brick I, LLC;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of $14,224.00 to acquire the land needed for the project, said amount being justified by an appraisal conducted by the property owner, as well as an increase in property values since the City's appraisal;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of $2,124.00 to acquire the property needed from Basic Block & Brick I, LLC, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire a portion of land for the Dean's Trail, Phase IIIA Project, Project No. ST1802, Tract 18, said lands being owned by Basic Block & Brick I, LLC, for the total sum of $14,224.00.

PASSED AND APPROVED this _____ day of ____________________, 2022.

____
Doug Sprouse, Mayor

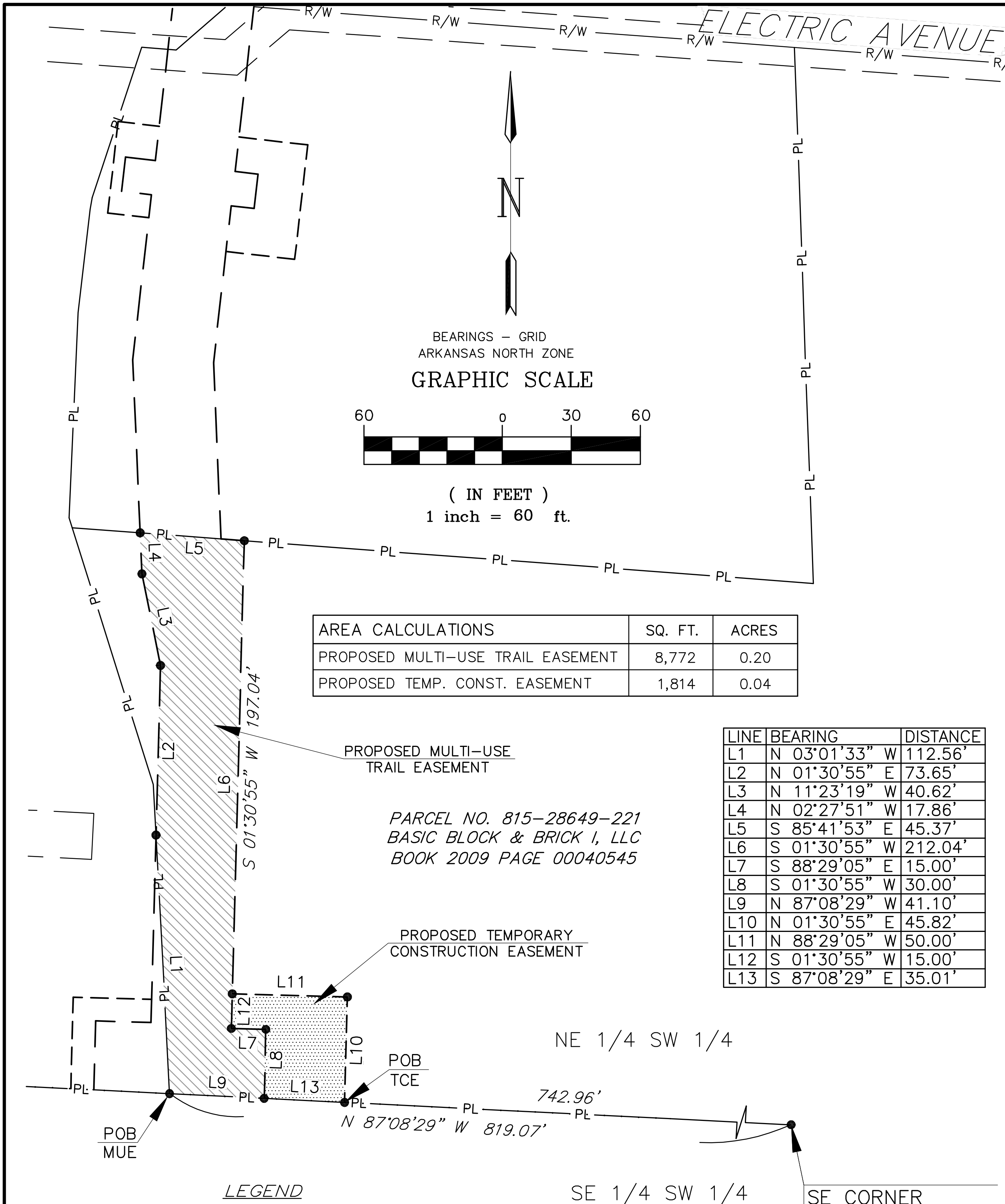
ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

ErnestCa/2022misc/RESOBasicBlock



AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED MULTI-USE TRAIL EASEMENT	8,772	0.20
PROPOSED TEMP. CONST. EASEMENT	1,814	0.04

LINE	BEARING	DISTANCE
L1	N 03°01'33" W	112.56'
L2	N 01°30'55" E	73.65'
L3	N 11°23'19" W	40.62'
L4	N 02°27'51" W	17.86'
L5	S 85°41'53" E	45.37'
L6	S 01°30'55" W	212.04'
L7	S 88°29'05" E	15.00'
L8	S 01°30'55" W	30.00'
L9	N 87°08'29" W	41.10'
L10	N 01°30'55" E	45.82'
L11	N 88°29'05" W	50.00'
L12	S 01°30'55" W	15.00'
L13	S 87°08'29" E	35.01'

LEGEND

- PL ---- PL — EXISTING PROPERTY LINE
- R/W — EXISTING RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED TEMP. CONST. EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

GARVER
2049 EAST JOYCE BOULVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS
DEAN'S MULTI-USE TRAIL

JOB NO. 18047110

DATE FEB 25, 2021

"EXHIBIT A"

TRACT 18

RESOLUTION NO. ________

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

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

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

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

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

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the $9,194,245.00 American Rescue Plan Act (ARPA) funds designated as lost revenue for the provision of police, fire, and other public safety services to provide these essential services to the citizens of the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of $4,525,857 to the provision of government services for the citizens of Springdale, Arkansas for the provision of police, fire, and other public safety services to provide these essential services to the citizens of the City of Springdale in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this ______ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. ________

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

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

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

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

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

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the $9,194,245.00 American Rescue Plan Act (ARPA) funds designated as lost revenue to modernize and protect the critical information technology infrastructure that provides essential services to the citizens of the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of $607,600.00 to the provision of government services for the citizens of Springdale, Arkansas to modernize and protect the critical information technology infrastructure that provides essential services to the citizens of the City of Springdale in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this ______ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

ErnestCa/2022Misc/RESOITequip

Technology & Cybersecurity

Networking & Security

			Upgrades for increased bandwidth, connectivity and cybersecurity		
	Local Area Network				
		11	Extreme X450G2-48p-10G4	$6,800.00	$74,800.00
		4	Extreme X450G2-48p-G4	$7,200.00	$28,800.00
		18	Extreme X435-24p-4S	$1,850.00	$33,300.00
	Firewalls				
		7	Firebox T40	$2,850.00	$19,950.00
		1	Firebox M590	$20,000.00	$20,000.00
		1	Firebox M590 HA	$10,000.00	$10,000.00
	Increase for Storage				
		1	Dell EMC Unity 380	$75,000.00	$75,000.00
Software & Updates					
			Updates for productivity, remote work and cybersecurity		
	Productivity				
		450	Office 2021 LTSC	$335.00	$150,750.00
Client					
			Mobile workstations to support remote work and software updates for cybersecurity		
	Workstations				
		75	Lenovo ThinkPad P15s	$2,300.00	$172,500.00
		75	Lenovo ThinkPad Ultra Dock	$300.00	$22,500.00
			Total:		$607,600.00

RESOLUTION NO. _______

A RESOLUTION TO AUTHORIZE A SUBAWARD TO UPSKILL NWA & NORTHWEST TECHNICAL INSTITUTE FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND A JOB TRAINING AND WORKFORCE DEVELOPMENT PROGRAM

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

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

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

WHEREAS, Excellerate Foundation DBA Upskill NWA in Partnership with Northwest Technical Institute is launching a program to provide critical job training and placement services;

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that $2,590,000 be awarded to Excellerate Foundation DBA Upskill NWA & Northwest Technical Institute for the purpose of the establishing and operating a workforce development and job placement program for the citizens of Springdale, Arkansas in accordance with eligible use of funds as defined by ARPA; and the Mayor and City Clerk are hereby authorized to execute a Grant Award Agreement for the same**,** and this Resolution is intended to supersede and replace Resolution No. 8-22 passed on February 8, 2022

PASSED AND APPROVED this ______ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. XX-22

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR CONSTRUCTION OF DON TYSON PARKWAY FROM GENE GEORGE BOULEVARD TO HIGHWAY 112

WHEREAS, the Don Tyson Parkway project from Gene George Boulevard to Highway 112 has been designed; and

WHEREAS, All easements and right-of-way are currently be acquired for the construction of this street; and

WHEREAS, due to the regional significance of the project, STBGP-A funding may be available; and

WHEREAS, of the estimated construction cost of $9,050,000.00, the City intends to submit an application requesting 80% STBGP-A funding ($7,240,000.00) and provide the required match of 20% ($1,810,000.00):

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

Section 1. The city of Springdale is committed to the Don Tyson Parkway extension project and recognizes its regional significance.

Section 2. The required matching funds are committed in an amount not to exceed $1,810,000.00

PASSED AND APPROVED this 14th day of June, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

That which is underlined is added.

ORDINANCE NO. ________

AN ORDINANCE AMENDING ARTICLE 4 AND ARTICLE 5 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the various use units which are allowed in the various zoning districts in Springdale, Arkansas;

WHEREAS, there currently is no use unit for transitional housing;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, to create a use unit for Transitional Housing; and

WHEREAS, a public hearing was held before the Springdale Planning Commission on June 7, 2022, after notice was given of said hearing as required by law.

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

Section 1: Article 5 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to add a new Use Unit, Use Unit 53, Transitional Housing, to read as follows:

<u>Sec. 56. – Unit 53: Transitional Housing.</u>

<u>Transitional housing is an Arkansas Department of Corrections Division of Community Corrections licensed facility that provides housing for one or more offenders who have either been transferred or paroled from the Department of Correction by the Parole Board or placed on probation by a circuit or district court. An offender's home or the residence of an offender's family member shall not be considered a transitional housing facility for purposes of this use unit.</u>

Section 2: Article 4, Sections 3.4, 3.6, and 3.7 of the Zoning Ordinance of the City of Springdale, Arkansas, shall be amended to reflect that a Use Unit 53, Transitional Housing, is a conditional use in a C-2 (general commercial district), C-4 (planned commercial district), and C-5 (thoroughfare commercial district) zoning districts.

Section 3: All other provisions of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended herein shall remain in full force and effect.

Section 4: <u>Emergency Clause</u>. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _______, 2022.

____
Doug Sprouse, Mayor

ATTEST:

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Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

RESOLUTION NO. ________

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STATE GRANT FUNDING FOR THE REMODELING OF THE PLAYGROUND AT MURPHY PARK

WHEREAS, the City of Springdale, Arkansas seeks to improve the recreation facilities at Murphy Park and wishes to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to improve the site for such a recreation area, it is necessary to obtain an Outdoor Recreation Matching Grant from the Arkansas Department of Parks, Heritage and Tourism; and

WHEREAS, the plans for the remodel of the recreation area at Murphy Park have been prepared and the price therefore has been established; and

WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained within the Outdoor Recreation Matching Grant Application Guide, including, but not limited to, the following; the park area defined by the project boundary map, submitted with the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; all future overhead utility lines within the project boundary must be placed underground and; the project area must remain open and available for use by the public at all reasonable times of the day and year; facilities can be reserved for special events, league play, etc. but cannot be reserved, leased or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated in a safe and healthful manner.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale is hereby authorized to make application to the Arkansas Department of Parks, Heritage and Tourism for assistance to remodel the recreation area at Murphy Park.

PASSED AND APPROVED this 14th day of June, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

M:Anna McKinney/City Council/Resolutions/2022

RESOLUTION NO. ________

A RESOLUTION AMENDING THE 2022 BUDGET OF THE SPRINGDALE POLICE DEPARTMENT AND APPROVING THE RECLASSIFICATION OF 911 EMERGENCY DISPATCH PERSONNEL

WHEREAS, the City Council of the City of Springdale, Arkansas, recognizes the importance of 911 Emergency Dispatch personnel, and it is therefore imperative that compensation for these positions be such as will attract and retain qualified individuals in these positions;

WHEREAS, the Springdale Police Department has recently experienced high turnover in 911 Emergency Dispatch personnel, including losing at least four (4) such personnel to other agencies in 2022 alone;

WHEREAS, the City of Springdale consulted with a professional management consultant to determine appropriate job classifications for 911 Emergency Dispatch personnel, in order to attract and retain qualified individuals for these positions;

WHEREAS, it has been determined that the appropriate job classifications for 911 Emergency Dispatch personnel need to be changed by more than one (1) grade, which requires approval by the Finance/Personnel Committee of the City of Springdale, pursuant to Section 4.17 of the City of Springdale Personnel and Procedures Manual; and

WHEREAS, the Police Department wishes to implement the reclassification of 911 Emergency Dispatch personnel immediately, and therefore is requesting an amendment to the 2022 Springdale Police Department budget in an amount necessary to fund the reclassification of these employees, said amount not to exceed amount $77,476.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reclassification of 911 Emergency Dispatch personnel at the Springdale Police Department as determined by the Johanson management consultant group is hereby approved, and the 2022 budget of the Springdale Police Department is hereby amended in an amount not to exceed $77,476.00 to allow the immediate implementation of the reclassification of these positions.

PASSED AND APPROVED this ______ day of ____________________, 2022.

____
Doug Sprouse, MAYOR

ATTEST:

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Denise Pearce, CITY CLERK

APPROVED:

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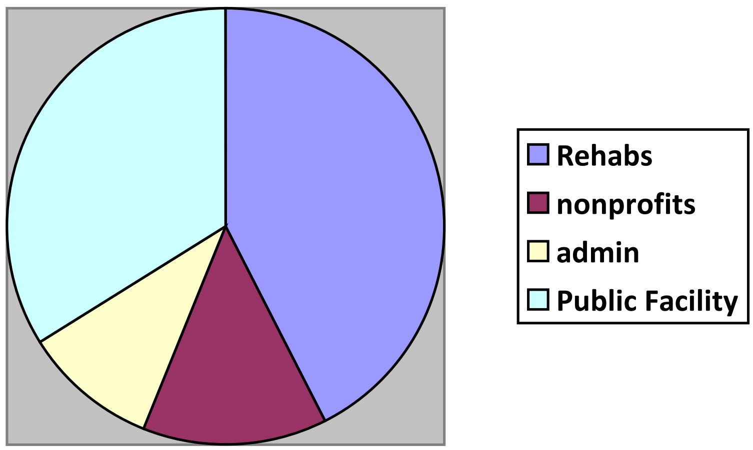
Ernest B. Cate, CITY ATTORNEY

ErnestCa/2022Misc/RESODispatchPay

CDBG FY2022 Program Summary

The City of Springdale is anticipating the $857,593 for the PY22. The funds will be dispersed with the approval through City Council. This is the last year in the Con Plan 18-22 (5 year plan).

The Program year starts July 1, 2022 and ends June 31, 2023



The City of Springdale is an entitlement city in the Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program and receives a formula grant annually. The primary objective of the CDBG Program is the preservation and development of viable communities by providing decent housing, a suitable living environment, economic development opportunities, public services and public facilities principally for low and moderate income persons.

The activities contained in the City's work program are as follows:

- Rehabilitation of owner occupied single family dwellings from 1978 or older, including emergency repairs-- $622,413 - 42%
- Direct grant to Nonprofit organizations -- $117,031 – 13.6%
- Program administration -- $75,000 - 8%
- Public Facility- Miracle League Field Replacement- $300,000- 34%

The nonprofit organizations that turned in applications to be approved by City Council:

  - VFW- $9,000
  - Bread of Life- $24,000

- Community Clinic- $12,000
- Hydration for Life- $7,300
- CASA of NWA- $10,000
- Compassion House- $20,731
- VFW Aux- $10,000
- Feed the 479- $24,000

Our focus and the accomplishments from the FY20 and FY21:

- 100% dedicated funding for the low income families
- Last fiscal year we rehabilitated 38 homes affected at least 121 family members.
- The average amount of CDBG program spent on a single family dwelling is $19,417.22, for the 2020 program year CDBG Funding. Thirty eight dwelling received rehabilitation assistance. In FY21 we have spent $75,000 on single family dwellings or 5 homes.
- We have around $620,000 left over in the FY2021 Funds. We are in the process of spending these funds now.
- Qualifying conditions for homeowner assistance is; the structure was built on or before 1978 - and the home owner can meet established income qualified. The qualified application must have occupied the home for more than a year. Guidelines provided by HUD are used to ensure accuracy.
- Anticipated completion time for rehabilitation project is approximately 60- 90 days.

US Department of Housing and Urban Development has announced reallocation funds for certain cities. The grantees eligible for this reallocation are limited to those that expended 99% or more of their CDBG-CV funds. We are the only city in Arkansas to receive such a reallocation amount. This amount is; $178,632. These funds are available to prevent, prepare for, and respond to coronavirus (CDBG-CV). We have received the initial letter to accept the funding; we are now in the process in accepting the reallocation.

ORDINANCE NO. ________

AN ORDINANCE CONFIRMING A SECOND AMENDMENT TO AN INTER-MUNICIPAL SEWER AGREEMENT BETWEEN THE CITY OF SPRINGDALE, ARKANSAS, AND THE CITY OF LOWELL, ARKANSAS; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ark. Code Ann. §14-235-212, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide municipal sewer services to residents of that political subdivision;

WHEREAS, on October 11, 2005, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 3769, authorizing and confirming an inter-municipal sewer agreement with the City of Lowell, Arkansas, to provide sanitary sewer service within the City of Lowell;

WHEREAS, on August 27, 2013, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4730, which confirmed an amendment to the inter-municipal sewer agreement with the City of Lowell, Arkansas; and

WHEREAS, the parties desire to amend the terms and conditions of the inter-municipal sewer agreement with the City of Lowell, Arkansas.

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

Section 1. The Second Amendment to Inter-Municipal Sewer Agreement attached hereto and incorporated herein as set out word for word is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment for and on behalf of the City of Springdale, Arkansas.

Section 2. **Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

SECOND AMENDMENT TO
INTER-MUNICIPAL SEWER AGREEMENT

THIS AMENDMENT is made this _______ day of _______________, 2022, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, ("Springdale"), and the City of Lowell, Arkansas, a municipal corporation, ("Lowell").

WITNESSETH:

WHEREAS, Springdale operates a public sewerage system consisting of gravity lines, sewage lift stations and force mains located within the corporate limits of Lowell; and

WHEREAS, Springdale owns and operates a wastewater treatment facility which has sufficient capacity to treat current and foreseeable wastewater flows generated in the future within the existing corporate limits of Lowell; and

WHEREAS, the parties have previously entered into an agreement dated October 11, 2005 ("Agreement"), to provide a public sewerage system to serve that portion of Lowell's city limits being provided water service by Springdale; and

WHEREAS, the parties previously amended the Agreement by written agreement executed by the parties on August 21, 2013; and

WHEREAS, the parties desire to again amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Springdale and Lowell hereto mutually agree as follows:

1. The Agreement is amended by inserting the following two new paragraphs:

> 29. PURCHASE OF CAPACITY. The Puppy Creek Interceptor, which a gravity sewer line serving Lowell and a portion of Springdale, has an estimated capacity of 5238 gpm (gallons per minute). Of that, Lowell has been allocated 1262 gpm.. Springdale anticipates the need to reserve 1300 gpm capacity in the Puppy Creek Interceptor for Springdale's use. Thus, there is 2676 gpm capacity available to be sold to Lowell, of which Lowell wishes to purchase 1987 gpm of the capacity of the Puppy Creek Interceptor. Based upon the cost of construction of the Puppy Creek Interceptor, Lowell agrees to pay Springdale One Million Nine Hundred Eighty One Thousand Three Hundred Nine and 85/100 Dollars ($1,981,309.85) for that additional capacity. In order to utilize the full capacity of the Puppy Creek Interceptor, upgrades are necessary to the Benton Farm Lift Station. The parties have reviewed estimates of the cost of those

improvements to the Lift Station. Due to inflation, the parties agree not to rely on estimates to allocate the cost to Lowell of its proportional share of the needed improvements to the Benton Farm Lift Station. The improvements, as currently planned, will increase capacity at the Benton Farm Lift Station by 5030 gpm. The following formulae will be used to allocate Lowell's share of the cost of those improvements:

> [the actual cost of the improvements to the Benton Farm Lift Station] *divided by* [the additional capacity added to the Benton Farm Lift Station (measured in gallons per minute)] *equals* [the cost per gpm]. That quotient shall then be multiplied times1987 gpm, the amount of the additional capacity in the Puppy Creek Interceptor sought by Lowell.

30. PAYMENT FOR ADDITIONAL CAPACITY. Lowell agrees to pay Springdale One Million Nine Hundred Eighty One Thousand Three Hundred Nine and 85/100 Dollars ($1,981,309.85) upon execution of this Amendment. Springdale shall then proceed with the design, bidding and construction of the improvements needed for the Benton Farm Lift Station. Springdale shall keep Lowell apprized of the various steps towards completion of those improvements. As Springdale receives requests for progress payments from the contractor, those requests shall be forwarded to Lowell. Within thirty (30) days from receipt of each request, Lowell shall pay its proportionate share thereof. Upon Springdale's acceptance of the improvements after construction, the parties shall reconcile all payments made against the amount due from Lowell as provided in the previous paragraph to determine the final amount due from Lowell. Final payment shall be due within thirty (30) days of written notice of the amount due.

2. Except as amended and modified hereby, all of the terms, provisions, covenants and conditions of the Agreement shall remain the same and unchanged, and in full force and effect. In the event there is a conflict between the Agreement, as previously amended, and this Second Amendment, the Second Amendment will control. This Second Amendment shall be incorporated into the Agreement and attached thereto and the Agreement, the first Amendment and this Second Amendment together shall constitute the agreement of the parties regarding the Agreement.

IN WITNESS WHEREOF, Springdale and Lowell have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

SPRINGDALE WATER AND SEWER COMMISSION

____

Chris Weiser, Chairman

ATTEST:

____
Al Hanby, Vice Chair

CITY OF SPRINGDALE, ARKANSAS

____
Doug Sprouse, Mayor

ATTEST:

By_____________________________
Denise Pearce, City Clerk

CITY OF LOWELL, ARKANSAS

____
Chris Moore, Mayor

ATTEST:

By______________________________
Elizabeth Estes, City Clerk

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF FAYETTEVILLE CONCERNING THE WATER TERRITORY BOUNDARY BETWEEN THE TWO CITIES.

WHEREAS, the City of Springdale and the City of Fayetteville entered into a Memorandum of Understanding in 1967 with the Beaver Water District;

WHEREAS, an adjustment of territorial boundaries created by said Memorandum of Understanding is necessary from time to time so that each city can efficiently extend water service into areas where such service is currently not being provided;

WHEREAS, the Memorandum of Understanding contains provisions whereby the water service boundary between two member cities may be amended upon mutual consent of the affected cities;

WHEREAS, the water territory boundary between the City of Springdale and the City of Fayetteville was previously amended on October 24, 2006, by Resolution No. 201-06; and

WHEREAS, the City of Springdale desires to cooperate with the City of Fayetteville to amend the current territorial boundary between the two cities by entering into an Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof as though set out herein word for word.

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 enter into an agreement with the City of Fayetteville to adjust the territorial boundaries created by the 1967 Memorandum of Understanding, and amended by Resolution No. 201-06.

PASSED AND APPROVED this ______ day of ____________________, 2022.

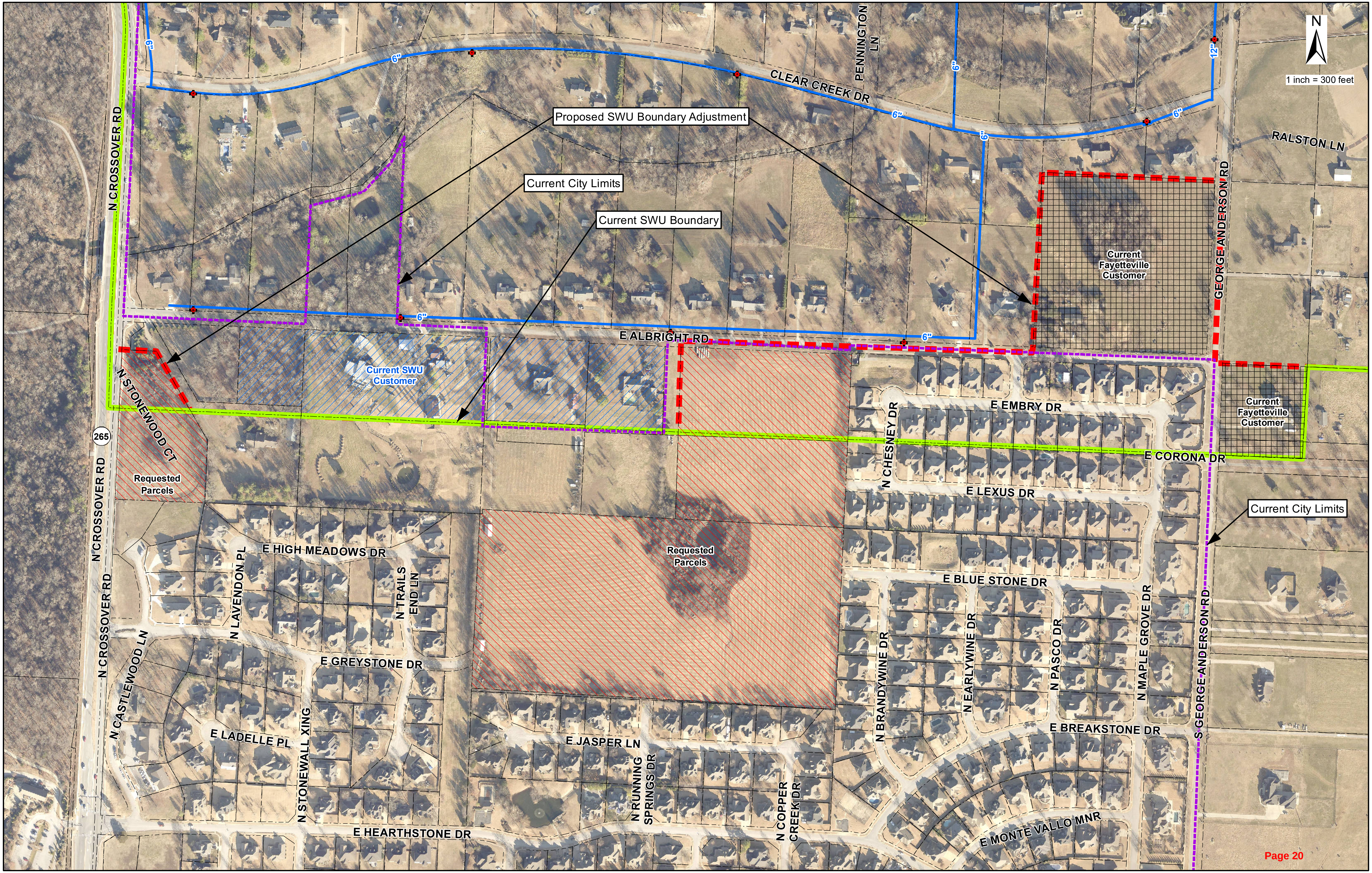
____
Doug Sprouse, MAYOR

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED:

____
Ernest B. Cate, CITY ATTORNEY


N
1 inch = 300 feet
Proposed SWU Boundary Adjustment
Current City Limits
Current SWU Boundary
Current SWU Customer
Current Fayetteville Customer
Current Fayetteville Customer
Requested Parcels
Requested Parcels
Current City Limits
CLEAR CREEK DR
PENNINGTON LN
RALSTON LN
N CROSSOVER RD
GEORGE ANDERSON RD
E ALBRIGHT RD
N STONEWOOD CT
265
E EMBRY DR
N CHESNEY DR
E CORONA DR
E LEXUS DR
E HIGH MEADOWS DR
N LAVENDON PL
N TRAILS END LN
E BLUE STONE DR
N CROSSOVER RD
N CASTLEWOOD LN
E GREYSTONE DR
N BRANDYWINE DR
N EARLYWINE DR
N PASCO DR
N MAPLE GROVE DR
S GEORGE ANDERSON RD
E LADELLE PL
N STONEWALL XING
E JASPER LN
N RUNNING SPRINGS DR
N COPPER CREEK DR
E BREAKSTONE DR
E HEARTHSTONE DR
E MONTE VALLO MNR
6"
12"

ADJUSTMENTS TO THE WATER SERVICE BOUNDARIES
BETWEEN THE CITIES OF FAYETTEVILLE & SPRINGDALE

THERE EXISTS A CERTAIN MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITIES OF BENTONVILLE, FAYETTEVILLE, ROGERS, SPRINGDALE AND THE BEAVER WATER DISTRICT, WITH THE LAST SIGNATURE BEING AFFIXED THEREON BY SPRINGDALE ON JUNE 22, 1967. THAT MEMORANDUM SETS FORTH AND ESTABLISHES THE EXCLUSIVE WATER SERVICE AREAS OF THE RESPECTIVE CITIES, AS PARTIES TO THE AGREEMENT. PURSUANT TO PARAGRAPH 20 OF THE MEMORANDUM, CHANGES IN THE BOUNDARIES CAN ONLY OCCUR BY MUTUAL AGREEMENT BY THE AFFECTED CITIES.

CONSISTENT WITH THE ORIGINAL MEMORANDUM OF UNDERSTANDING AND PARAGRAPH 20 THEREOF, THE PARTIES AGREE THAT THIS MAP REPRESENTS THE BOUNDARY LINE BETWEEN THEIR RESPECTIVE WATER SERVICE AREAS AS OF ITS EFFECTIVE DATE. THE CITIES' AGREEMENT TO THIS BOUNDARY LINE IS EVIDENCE BY THE SIGNATURES OF THE RESPECTIVE MAYORS AND CLERKS AFTER HAVING BEEN DULY AUTHORIZED TO DO SO BY VOTES OF THEIR RESPECTIVE CITY COUNCILS. THE EFFECTIVE DATE HEREOF SHALL BE THE DATE THE LAST SIGNATURE IS AFFIXED ON THE AGREEMENT A COPY OF WHICH IS PROVIDED FOR REFERENCE ON THIS EXHIBIT..

CITY OF FAYETTEVILLE	CITY OF SPRINGDALE
BY ______________________	BY ______________________
MAYOR DATE	MAYOR DATE
ATTEST:	ATTEST:
BY ______________________	BY ______________________
CITY CLERK DATE	CITY CLERK DATE

CURRENT SPRINGDALE/FAYETTEVILLE SERVICE BOUNDARY
BASED ON MODIFICATIONS SHOWN ON THIS DRAWING.

BEGINNING AT THE CONFLUENCE OF CLEAR CREEK AND THE ILLINOIS RIVER LOCATED IN SECTION 36, TOWNSHIP 17 NORTH, RANGE 32 WEST; THENCE, IN AN EASTERNLY DIRECTION ALONG THE CENTER OF CLEAR CREEK THROUGH SECTIONS 31, 32, AND 33, TOWNSHIP 17 NORTH, RANGE 31 WEST; THENCE, IN A NORTHEASTERLY DIRECTION ALONG THE CENTER OF CLEAR CREEK THROUGH SECTIONS 34, 27, 26, 25, AND 24, TOWNSHIP 17 NORTH, RANGE 31 WEST; THENCE, IN AN EASTERNLY DIRECTION ALONG THE CENTER OF CLEAR CREEK THROUGH SECTIONS 19 AND 20, TOWNSHIP 17 NORTH, RANGE 30 WEST TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY 112 AND THE CENTER OF CLEAR CREEK; THENCE LEAVING SAID CREEK, SOUTH 03°56'06" WEST ALONG THE EAST RIGHT OF WAY LINE, A DISTANCE OF 126.79 FEET; THENCE SOUTH 14°13'49" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 50.71 FEET; THENCE SOUTH 03°51'56" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 299.90 FEET; THENCE SOUTH 07°18'11" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 400.76 FEET TO A STEEL FENCE CORNER POST; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 85°55'47" WEST A DISTANCE OF 21.93 FEET TO A POINT ON THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 20; THENCE SOUTH 02°10'41" WEST ALONG SAID WEST LINE, A DISTANCE OF 53.84 FEET TO THE NORTHWEST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 20; THENCE SOUTH 02°36'48" WEST ALONG THE WEST LINE OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 20, A DISTANCE OF 375.55 FEET; THENCE SOUTH 02° 36' 47" WEST A DISTANCE OF 190.78 FEET; THENCE SOUTH 02° 41' 59" EAST A DISTANCE OF 94.74 FEET; THENCE SOUTH 11° 54' 55" EAST A DISTANCE OF 86.8 FEET, THENCE SOUTH 21° 14' 42" EAST A DISTANCE OF 100.63 FEET, THENCE SOUTH 24° 14' 12" EAST A DISTANCE OF 32.53 FEET, THENCE SOUTH 32° 11' 00" EAST A DISTANCE OF 96.8; THENCE SOUTH 37° 36' 00" EAST A DISTANCE OF 58.9 FEET; THENCE SOUTH 40° 19' 00" EAST A DISTANCE OF 63.3 FEET; THENCE NORTH 53° 54' 00" EAST A DISTANCE OF 294.00 FEET TO A POINT IN THE CENTER OF SPRING BRANCH;THENCE LEAVING SAID SPRING BRANCH SOUTH 87°31'43" EAST A DISTANCE OF 988.72 FEET TO A 1/2 INCH IRON PIN; THENCE SOUTH 03°05'25" WEST A DISTANCE OF 440.00 FEET TO A 1/2 INCH IRON PIN, SAID POINT BEING ON THE SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 20; THENCE SOUTH 87°47'52" EAST ALONG SAID WEST LINE, A DISTANCE OF 1176.81 FEET TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 21; THENCE SOUTH 87°15'16" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1317.79 FEET TO A FOUND IRON PIN MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 02°28'48" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1321.02 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 17 NORTH, RANGE 30 WEST; THENCE SOUTH 02°25'06" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1303.98 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 87°14'06" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1311.93 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 02°18'33" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 567.58 FEET; THENCE NORTH 31° 27' 56" EAST A DISTANCE OF 64.01 FEET; THENCE NORTH 31° 46' 39" EAST A DISTANCE OF 11.03 FEET; THENCE NORTH 25° 57' 49" EAST A DISTANCE OF 66.90 FEET; THENCE NORTH 20° 17' 56" EAST A DISTANCE OF 70.39 FEET; THENCE NORTH 20° 02' 43" EAST A DISTANCE OF 76.94 FEET; THENCE NORTH 19° 29' 00" EAST A DISTANCE OF 68.94 FEET; THENCE NORTH 22° 24' 41" EAST A DISTANCE OF 71.65 FEET; THENCE NORTH 25° 08' 40" EAST A DISTANCE OF 17.26 FEET; THENCE NORTH 30° 26' 06" EAST A DISTANCE OF 69.71 FEET; THENCE NORTH 37° 07' 37" EAST A DISTANCE OF 15.88 FEET; THENCE NORTH 44° 02' 51" EAST A DISTANCE OF 103.60 FEET; THENCE NORTH 44° 54' 16" EAST A DISTANCE OF 77.98 FEET; THENCE NORTH 31° 58' 38" EAST A DISTANCE OF 90.16 FEET; THENCE NORTH 16° 52' 37" EAST A DISTANCE OF 26.77 FEET; THENCE NORTH 88° 05' 39" WEST A DISTANCE OF 200.33 FEET; THENCE NORTH 03° 04' 39" EAST A DISTANCE OF 263.98 FEET; THENCE NORTH 88° 05' 39" WEST A DISTANCE OF 175.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE NORTH 03°04'39" EAST ALONG THE SAID EAST LINE A DISTANCE OF 485.96 FEET; THENCE SOUTH 86° 55' 21" EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 48° 04' 39" EAST A DISTANCE OF 70.71 FEET; THENCE NORTH 03° 04' 39" EAST A DISTANCE OF 390.30 FEET; THENCE NORTH 61° 50' 13" WEST A DISTANCE OF 193.23 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE NORTH 03°04'39" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 50.97 FEET TO A FOUND IRON PIN MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, THENCE NORTH 03°04'39" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 1325.18 FEET TO A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 87°25'30" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 390.01 FEET TO A 1/2 INCH IRON PIN; THENCE SOUTH 87° 50' 56" EAST A DISTANCE OF 332.10 FEET; THENCE NORTH 11° 15' 56" WEST A DISTANCE OF 973.70 FEET; THENCE NORTH 07° 59' 56" WEST A DISTANCE OF 100.02 FEET TO THE CENTER OF THE CHANNEL OF CLEAR CREEK; THENCE, IN A EASTERNLY DIRECTION ALONG THE CENTER LINE OF CLEAR CREEK THROUGH SECTIONS 21, 22, AND 23, TOWNSHIP 17 NORTH, RANGE 30 WEST TO THE INTERSECTION OF CENTER LINE OF ARKANSAS STATE HIGHWAY 71 BUSINESS AND CLEAR CREEK; THENCE, FOLLOWING THE CORPORATE BOUNDARY LINE FOR THE CITY OF SPRINGDALE AND THE CITY OF FAYETTEVILLE IN A NORTHEASTERLY DIRECTION TO CENTER LINE OF ARKANSAS STATE HIGHWAY 265;

THENCE, SOUTH ALONG THE CENTERLINE OF ARKANSAS STATE HIGHWAY 265 TO A POINT 110 FEET SOUTH OF THE CENTERLINE INTERSECTION OF ARKANSAS STATE HIGHWAY 265 AND ALBRIGHT ROAD; THENCE, EAST APPROXIMATELY 40 FEET TO THE EAST LINE OF THE RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 265; THENCE, NORTH 89° 33' 58" EAST A DISTANCE OF 122.33 FEET; THENCE, SOUTH 32° 50' 2" EAST A DISTANCE OF APPROXIMATELY 270 FEET TO A POINT APPROXIMATELY 330 FEET SOUTH OF THE CENTERLINE OF ALBRIGHT ROAD; THENCE, EAST ALONG A LINE 330 FEET SOUTH AND PARALLEL WITH ALBRIGHT ROAD TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE, NORTH A DISTANCE OF 330 FEET TO THE CENTERLINE OF EAST ALBRIGHT ROAD; THENCE, EAST ALONG THE CENTERLINE OF EAST ALBRIGHT ROAD TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE, FOLLOWING THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE NORTHWEST CORNER OF THE 10 ACRE TRACT; THENCE, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 OF TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE CENTERLINE OF GEORGE ANDERSON ROAD; THENCE, SOUTH TO THE CENTERLINE INTERSECTION OF GEORGE ANDERSON ROAD AND EAST ALBRIGHT ROAD; THENCE, EAST TO A POINT BEING 330 FEET EAST OF THE CENTERLINE OF GEORGE ANDERSON ROAD;

THENCE, EAST ALONG A LINE 1,320 FEET NORTH OF THE SOUTH LINE OF SECTIONS 17, TOWNSHIP 17 NORTH, RANGE 29 WEST (SAID SOUTH LINE AS REFERENCED IN EXHIBIT 2 OF THE MASTER AGREEMENT AS 1,320 FEET NORTH OF THE CENTERLINE OF TOWNSHIP 17 NORTH) TO THE NW CORNER OF THE EAST HALF OF THE SW 1/4 OF THE SE 1/4 OF SECTION 17 OF TOWNSHIP 17 NORTH, RANGE 29 WEST, THENCE SOUTH ALONG THE WEST LINE OF SAID 20 ACRE TRACT TO A POINT ON THE NORTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 20 OF TOWNSHIP 17 NORTH, RANGE 29 WEST, THENCE WEST TO THE CENTER LINE OF BUTTERFIELD COACH ROAD; THENCE SOUTH ALONG SAID CENTER LINE TO A POINT AT THE INTERSECTION OF BUTTERFIELD COACH ROAD AND EAST GUY TERRY ROAD; THENCE EAST ALONG THE CENTER LINE OF EAST GUY TERRY ROAD TO THE SE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SECTION 20 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE NORTH TO THE NE CORNER OF SAID 40 ACRE TRACT; THENCE EAST ALONG THE NORTH LINES OF SECTIONS 20 AND 21 OF TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE NE CORNER OF THE NW 1/4 OF SAID SECTION 21; THENCE NORTH TO THE NW CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 16 OF TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE, EAST ALONG A LINE 1,320 FEET NORTH OF THE SOUTH LINE OF SECTIONS 16, AND 15, TOWNSHIP 17 NORTH, RANGE 29 WEST TO THE CENTER OF THE WHITE RIVER; THENCE, FOLLOWING THE CENTER OF THE WHITE RIVER THROUGH SECTIONS 15, 14, AND 13, TOWNSHIP 17 NORTH, RANGE 29 WEST; THENCE GENERALLY EAST AND NORTH ALONG THE CENTER OF THE WHITE RIVER THROUGH SECTIONS 18 AND 7, TOWNSHIP 17 NORTH, RANGE 28 WEST TO THE CONFLUENCE OF THE WHITE RIVER AND BRUSH CREEK; THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE CENTER OF BRUSH CREEK THROUGH SECTIONS 7, 8, 17, AND 16, TOWNSHIP 17 NORTH, RANGE 28 WEST TO A POINT ON THE EAST LINE OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 28 WEST; THENCE, SOUTH ALONG THE EAST LINE OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 28 WEST TO A POINT 1,320 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 16, TOWNSHIP 17 NORTH, RANGE 28 WEST; THENCE, EAST ALONG A LINE 1,320 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF SECTIONS 15 AND 14, TOWNSHIP 17 NORTH, RANGE 28 WEST THROUGH SECTIONS 15 AND 14, TOWNSHIP 17 NORTH, RANGE 28 WEST (SAID SOUTH LINE AS REFERENCED IN EXHIBIT 2 OF THE MASTER AGREEMENT AS 1,320 FEET NORTH OF THE CENTER LINE OF TOWNSHIP 17 NORTH) TO THE WASHINGTON/MADISON COUNTY LINE.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____________, 2022, by and between the City of Fayetteville, Arkansas, hereinafter referred to as "Fayetteville," and the City of Springdale, Arkansas, hereinafter referred to as "Springdale."

WITNESSETH:

WHEREAS, the parties each operate a water distribution system within exclusive territories as delineated in a certain Memorandum of Understanding, executed in 1967 by and between the Beaver Water District and its respective member cities, hereinafter referred to as the "1967 Memorandum of Understanding;" and

WHEREAS, the cities of Fayetteville and Springdale recognize that an adjustment of the territorial boundaries created by the 1967 Memorandum of Understanding may be necessary from time to time so that each city can efficiently extend water service into areas where such service is currently not being provided; and

WHEREAS, Paragraph Number 20 of the 1967 Memorandum of Understanding contains provisions whereby the water service boundary between two member cities may be amended upon mutual consent of the affected cities; and

WHEREAS, the cities of Fayetteville and Springdale have a mutual desire to amend the current territorial boundary between the two cities; and

WHEREAS, the cities of Fayetteville and Springdale desire to cooperate and thereby advance and protect the interest of each by entering into this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, and adequacy and receipt of which is acknowledged, it is mutually understood and agreed by and between the parties hereto as follows:

SECTION 1 - DESIGNATION OF TERRITORY

Fayetteville and Springdale hereby agree that the water territory boundary between the two cities shall be amended to reflect a new boundary as depicted in Exhibit 1, attached hereto and incorporated in this agreement by reference and deemed to be a part hereof. The parties acknowledge that this is a modification to the territorial boundaries delineated in the 1967 Memorandum of Understanding, as well as subsequent amendments thereto. This boundary adjustment is deemed appropriate and necessary in view of the location of respective facilities owned by each party and the need to efficiently extend water service into areas where municipal water service is currently not being provided.

SECTION 2 - REAFFIRMATION OF EARLIER AGREEMENTS

Except as modified herby, the parties otherwise reaffirm and ratify earlier agreements of the parties.

SECTION 3 - CONDITION OF AGREEMENT

This agreement is conditioned upon and subject to the necessary actions by the respective City Councils of the parties approving this agreement.

SECTION 4 - PLEDGE OF CONTINUED COOPERATION

Both parties renew and affirm their mutual pledge to cooperate in this and any future beneficial water service boundary adjustments in their collective effort to most efficiently and fairly serve Washington County customers.

SECTION 5 - EFFECTIVE DATE

The effective date of this agreement shall be the date in which its approval is voted by the last City Council and the other having already done so.

SECTION 6 - EXECUTION OF COUNTERPART

This agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. The parties further agree that, to avoid any misunderstanding, only those copies of Exhibit 1 which bear the signature of both of the respective mayors of Fayetteville and Springdale, may be relied upon.

SECTION 7 - BINDING EFFECT

This agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

SECTION 8 - ENTIRE AGREEMENT

This agreement, including the Exhibit hereto, constitutes the entire agreement between the parties. Except as referenced in Section 2, there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this agreement may not be amended or modified in any respect except by written instrument signed by both parties hereto.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto the date and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By________________________________
Lioneld Jordan, Mayor

Attest:

____
Denise Pearce, City Clerk

CITY OF SPRINGDALE, ARKANSAS

By ________________________________
Doug Sprouse, Mayor

Attest:

____
Kara Paxton, City Clerk

WATKINS, BOYER,
GRAY & CURRY, PLLC
ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

November 12, 2021

Springdale Water and Sewer Commission
Heath Ward, Executive Director
526 Oak Ave
Springdale, AR 72764

Also via Email to:

Springdale Water and Sewer Commission
Rick Pulverenti
rpulverenti@springdalewater.com

Crouch, Harwell, Fryar & Ferner, PLLC
Charlie Harwell
charwell@nwa.law

City of Springdale
Ernest Cate
ecate@springdalear.gov

Fayetteville Water and Sewer Services
Corey Granderson
cgranderson@fayetteville-ar.gov

RE: Amendment to Water and Sewer Service Boundary Agreement Between Fayetteville and Springdale, Arkansas

Dear Mr. Ward:

My name is Will Kellstrom and I have been hired to obtain an amendment of the Water and Sewer Boundary between Fayetteville and Springdale. Specifically, I am requesting that four parcels which are currently within Fayetteville City Limits, but Springdale Water and Sewer Boundary be taken out of the Springdale service area and placed inside the Fayetteville service area.

There are two areas of land which we are proposing be moved. One is comprised of Washington County Parcel Nos. 765-13212-800, 765-24093-000, both owned by John and Leslie Nooncaster and Parcel No. 765-24091-000, owned by Nooncaster Vineyards, Inc. (hereinafter "the

Nooncaster Parcels"). The other is comprised of only Parcel No. 765-13208-001, owned by Cadence Ridge, LLC (hereinafter the "Cadence Parcel"). GIS Screenshots of both the Cadence and Nooncaster Parcels showing boundary lines and Fayetteville utility lines have been enclosed with this letter.

The purpose of requesting that the service boundary be changed is to allow the owners/developers of the parcels to connect to Fayetteville Water and Sewer services because there is not adequate connectivity to Springdale utilities to allow the subject properties to be fully developed. A GIS Screenshot showing the service boundary and nearby Springdale utility lines has been enclosed with this letter as well.

As for the Nooncaster Parcels, there is currently a Springdale six-inch (6") water line along Albright Road, but there are no Springdale sewer lines to which the landowner could connect. Indeed, all of the homes in this area of Springdale are on septic. As shown on the GIS screenshot of the Nooncaster parcel, there are Fayetteville eight-inch (8") sewer lines and six-inch (6") water lines along Greystone Dr. and Blue Stone Dr. which could be connected to if the Nooncaster Parcel was in the Fayetteville service boundary. As for the Cadence Parcel, there is neither Springdale water or sewer to connect to. As shown on the screenshot of the Cadence Parcel, there are Fayetteville six-inch (6") water and eight-inch (8") sewer lines to the South to connect to in the cul-de-sac where N. Castlewood Ln. terminates. It is noteworthy to mention that the service boundary actually bissects the Cadence Parcel.

I have previously reached out to Rick Pulverenti, Ernest Cate, Charlie Harwell and Corey Granderson of Fayetteville Water and Sewer Services regarding this request, and they have each been copied on this letter. Please let me know what I need to submit in order to accomplish this request.

Thank you for reviewing this request. If you have any questions, feel free to contact me at wkellstrom@watkinslawoffice.com or at 479-636-2168.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ *Will A. Kellstrom*

Will A. Kellstrom

WK:
pc:

MINUTES OF
SPRINGDALE WATER AND SEWER COMMISSION MEETING
December 15, 2021

1. Call to Order – Chair Chris Weiser

Chair Chris Weiser called the meeting to order at 10:00 a.m. on Wednesday, December 15, 2021, in the commission chambers of the Walter Turnbow Administration Building, Springdale Water Utilities, 526 Oak Avenue, Springdale, Arkansas.

2. Roll call – Leanna Hollingsworth

Roll call was answered by: Chair Chris Weiser, Vice-Chair Al Hanby (via Zoom), Secretary Paul Lawrence, Commissioner Lynn Carver (via Zoom), and Commissioner J. Max Van Hoose.

Staff members attending: Executive Director Heath Ward, Chief Operating Officer Rick Pulvirenti, Director of Administration and Human Resources Kim Patulak, Distribution Director Shawn Dorman, Technical Services Director Tim Hawkins, Wastewater Facilities Director Jennifer Enos, Director of Finance Chris Clark, Executive Secretary Leanna Hollingsworth, and Financial Analyst Jose Banderas (via Zoom). Also attending: Legal Counsel Charles Harwell; Will Kellstrom with Watkins, Boyer, Gray & Curry, PLLC; Jason Appel with ESI; Jesse Fulcher with Rausch Coleman; Brad Hammond with Olsson; Laurinda Joenks with the *Northwest Arkansas Democrat Gazette*; and Alaina Siebels Guillen with Leadership Springdale.

Chair Weiser stated that the commission will go into executive session at the end of the meeting.

3. Consent Items – Chair Chris Weiser

A motion was made by Vice-Chair Hanby to approve consent items as presented which included: a) Minutes of the November 17, 2021 commission meeting, b) Financial statements and bills paid – November 2021, c) Management report – November 2021, and d) Revision to Policy Bulletin No. 67 – Employee health insurance coverage. The motion was seconded by Secretary Lawrence. Motion carried.

4. Water and sewer service boundary agreement amendment request – Will Kellstrom – Watkins, Boyer, Gray & Curry, PLLC

Will Kellstrom addressed the commission on behalf of his clients regarding a service boundary adjustment for property they own on Albright Road and Crossover Road. His clients are requesting to connect to the city of Fayetteville's water and sewer lines for four parcels that are in the city of Fayetteville but within Springdale's water service boundary. Springdale Water has a 6-inch water line in the area, but no sewer. If the boundary adjustment is approved by the commission and the city of Fayetteville, it will need to be presented to Arkansas Natural Resources Commission (ANRC) to adjust the boundary in accordance with the State Water Plan. Chief Operating Officer Rick Pulvirenti stated there is also property on Embry Drive that is in Springdale's service area, but is served by Fayetteville. He would like to work with the city of Fayetteville to get that area cleaned up as well as two residences near the Blessings Golf Course on Highway 112 that are served by Springdale but in Fayetteville's service area. Chair Weiser stated the commission has a long history working with Fayetteville and Rogers. Chief Operating Officer Pulvirenti stated the boundary adjustment will probably go to city council because of the memorandum of understanding with respect to Beaver Water District. If approved there will be some expenses involved with ANRC for the boundary adjustment, legal counsel fees, staff's time, and other miscellaneous fees. Mr. Kellstrom stated his clients are agreeable to pay the expenses involved. Secretary Lawrence made a motion to move forward with the request. The motion was seconded by Vice-Chair Hanby. Motion was approved.

5. Request authorization to participate in water and sewer main line extensions for the Cottages Subdivision – Rick Pulvirenti

Chief Operating Officer Pulvirenti received a letter from Jason Appel with ESI requesting the commission's participation in water and sewer main line extensions for the Cottages Subdivision owned by Rausch Coleman. The subdivision will be located south of Highway 412 East and west of Eupeil Lane. The master plan recommends that a 12-inch water main and 15-inch sanitary sewer main be installed with the development in lieu of 8-inch mains. Staff has worked with ESI on bids they received for the water and sewer improvements in the subdivision. The commission's estimated cost to upgrade the lines is $200,000. The actual cost will be determined upon construction. Commissioner Van Hoose made a motion to authorize staff to work with ESI for commission participation. Vice-Chair Hanby seconded the motion. Motion passed.

6. Consider bids received for the annual CIPP Project – Rick Pulvirenti

Two bids were received on November 30th for the annual CIPP project. The low bid was submitted by Insituform Technologies, LLC in the amount of $2,082,127.00. SWU's estimate is $2,328,288.41. The contract includes a clause which allows the contract to be extended for another one-year period if all parties are agreeable. Chair Weiser asked if the wastewater treatment facility has seen any results from the CIPP work done thus far. Wastewater Facilities Director Jennifer Enos stated each storm event is different so it's hard to say. Executive Director Ward stated the plant used to see a lot of sharper spikes and is still getting I&I, but it is slowing down. Technical Services Director Tim Hawkins stated there has been a tremendous improvement at the Johnson Lift Station. Chair Weiser stated he is proud of the organization to continue to make improvements in the system. Commissioner Carver made a motion to adopt the resolution which approves the bid and contract with Insituform. The motion was seconded by Secretary Lawrence. Motion accepted. The resolution was number 25-21.

7. Discuss property owner request for participation of water and sewer main line extensions along the Dixieland Road Project – Rick Pulvirenti

The city is planning to extend Dixieland Road from Apple Blossom Avenue to Wagon Wheel Road. The utility tries to get water and sewer lines along new thoroughfares where it makes sense from the standpoint of the utility as a whole. There are only four property owners in the area of the planned improvements. Chief Operating Officer Pulvirenti stated it did not make sense to him for the utility to spend $1 Million to a water line to benefit four property owners. It is not needed for distribution of water in the area because there is an existing 24-inch water line along Wagon Wheel Road as well as a 16-inch water line along Apple Blossom Road, and a 16-inch water line just along to the east that traverses the area. One property owner, McFryar, LLC is trying to get water and sewer to a six-acre tract between Graham Road and Wagon Wheel Road. McFryar is asking for the ability to work with the commission for the work by putting it in the bid of the city to see what it bids. They are willing to pay for the work, but will reserve the right to either do the work or not depending on the prices. Pulvirenti has talked with the city and they are agreeable to that concept to include the work in their bid. Pulvirenti is asking for the commission's permission to move in that direction to build a water and sewer line to serve the McFryar property at their expense. The utility would like to get sewer across Apple Blossom to the south side at Dixieland during the Dixieland Road project. If it works out for the developer, staff will work with Legal Counsel Charles Harwell to prepare a contract for reimbursement from the property owner. The commission agreed with the request and instructed staff to proceed.

8. Consider annual bids received for chemicals used at the Wastewater Treatment Facility – Jennifer Enos

Wastewater Facilities Director Jennifer Enos stated that bids were opened on December 2nd for chemicals used at the Wastewater Treatment Facility. Twenty-one packets were sent out and eight responded. A bid was received for every chemical used at the wastewater facilities. Polydyne submitted the highest bid per pound for liquid polymer, but the lowest price per ton. Their product requires fewer pounds per ton to thicken the sludge compared to the liquid polymer from Solenis. Even though the bid price from Solenis is lower, the cost per ton to use their polymer is higher with Solenis. Enos is recommending Polydyne as the lowest cost per ton. The low bid from Brenntag Mid-South for liquid chlorine increased 161.7%. They reached out to staff this year and said they would no longer honor the bid price that they provided last December because their prices have gone up so high. They stated the utility could either take the prices they gave the commission or declare force majeure and not provide that product. The wastewater plant has to have chlorine so Brenntag was told whatever price they charge is what will be paid. There is a concern with product availability. Enos received a commitment from Brenntag to review the prices in March and if prices have dropped, they have offered to lower the price. Commissioner Carver made the motion to approve the bids as recommended for each chemical. Commissioner Van Hoose seconded the motion. Before the vote, Commissioner Van Hoose asked a few questions. The motion was then approved. (Copy of bid tabulation attached to minutes)

9. Progress report on construction projects – Rick Pulvirenti

The Clear Creek and Butterfield Coach Lift Station upgrades are currently out for bid. Staff has received Health Department approval for both projects, so staff is moving forward with the upgrades. There are certain contractual obligations for cost sharing for both lift stations. Contracts for the pumps are available to sign today. Staff has been working with the switch gear company to develop a package that the utility can get on time so that modifications can be made. The commission is currently under contract with Hill Electric for the Ball generator and miscellaneous modifications. After talking with Hill Electric, staff discussed the possibility of issuing a change order for Hill Electric to do the electrical work necessary to get the 105 HP pumps on line by the end of summer. There is a possibility staff could do a change order and put an allowance in the change order for the Clear Creek Lift Station so that they basically hire Hill Electric who is already working on the lift station. Brad Hammond with Olsson stated the estimated cost for the first phase is $1,035,000. Olsson has looked at the proposal and with suppliers of the switch gear. Pulvirenti is not ready to do this now because there are a few things to be done. The issue has been discussed with Legal Counsel Harwell, but he needs to look at the contract. A pre-bid conference is scheduled for January 4th to go through the plans with bidders. Pulvirenti asked that the commission give the Executive Director authorization to make the ultimate decision on a $1 Million contract if in the best interest of the commission and approved by the commission and Legal Counsel. Secretary Lawrence made the motion to authorize the Executive Director to sign the change order if approved. Commissioner Van Hoose seconded the motion. Before the vote, Commissioner Carver asked if staff is saying with the time that it would take staff to come to a decision about what direction to move and the time it would take to notify all of the commission to get together for a vote, that much time might cause a drastic change. Pulvirenti stated it would potentially delay the bid opening for at least an additional month which would delay the project. The lift station upgrades must be completed by August due to the contractual obligations. Commissioner Carver stated it makes her uncomfortable to approve something of this magnitude without having information about the details and is the commission setting a precedence. Commissioner Carver stated she would vote for the request based on what was presented. Legal Counsel Harwell stated this issue doesn’t set a precedence because the commission maintains the authority ultimately to decide on an ad hoc basis whether it is in the best interest of the commission. The commission votes on these things based on the information presented. If the situation comes up again the commission will have that opportunity again to make a decision. The commission is not giving carte blanche to the Executive Director to make and sign change orders. Due to supply chain issues this may happen again, but the commission can base their decision on it at that time. After the discussion, the motion was then approved.

40th Street Waterline Extension City Bond Project – The project is essentially complete

Gene George 24” Waterline City Bond Project – The project is essentially complete.

64th Street Waterline Extension City Bond Project – Construction on the street improvements continues.

Cooper Drive Waterline Project (SWU) – The project is complete. Staff and Legal Counsel Harwell continue to work with the construction company and a disgruntled property owner regarding a claim on the project.

Ball Generator and Misc. Electrical Modifications (Engineering) – Hill Electric has asked for a small extension to their contract.

Sewer Annual Maintenance CIPP 2019 (SWU) (WO#3) – Insituform is working at Park and Caudle lining the sewers under the new road.

Sludge Drying Facilities – Staff is working with the engineer and manufacturer trying to complete the project. Wastewater Facilities Director Jennifer Enos stated that Huber is at the wastewater facility today wrapping up their portion of the project. The dryer is running 24/7. Liberty is doing a great job keeping up with the sludge hauling. Staff is looking at possibly giving up the leased truck after the first of the year.

Annual Manhole Rehabilitation 2020 (SWU) – The project is moving forward.

Nob Hill Water (Est. Const. $750,000) – Crews are trying to resurrect an old defunct 12-inch water line that was put in for a proposed development in 2008 that traverses from the bridge to the Nob Hill tank. That development was never completed. Crews were able to find an existing bore in place that crossed the old Highway 412 at the tank. The water line stopped short of the bore. Hopefully plans will be developed in the next few months to present to the commission in order to bid the project.

Gene George Blvd. Water and Sewer Project – The project will be moved to the top of the current construction projects.

West Side Water Study (Est. Const. $28.2 Million) – A route has been chosen and staff is working with the engineer to develop plans.

Emma Avenue Water and Sewer Relocation-RGW Realignment (Eng.) – Pulvirenti is unsure of the status of the project. Additional fire hydrants will be added to beef up fire protection.

Bethel Heights Remediation – The EID document and thirty-day notification for a public meeting is underway. The public meeting is scheduled for the second week of January as required for the loan.

Damaged Overhead Pipe WWTF – Contracts are in hand from the contractor. The pipe will have to be made for the project.

Benton Farm Pump Station Upgrade (Est. Const. $4.6 Million) – Staff is working with the city of Lowell for their presentation to the city council scheduled in January.

Johnson Force Main Improvements – The project is on hold, but it is shovel ready.

Spring Creek Interceptor Engineering (Est. Const. $22 Million) – The project is on hold. Staff is working on the last couple of easements.

Pulvirenti stated staff is working with TischlerBise on the economic analysis. Meetings are planned for January to look at cost for growth. Some of the projects will be brought forward, most notably the Spring Creek Interceptor. Several hundred apartments are planned downtown.

WWTF Clarification Improvements-Engineering (Est. Const. $34.7 Million) – The plans are essentially 95% complete. Staff is working with the engineer.

WWTF Master Plan – The project is moving forward.

10. Comments from staff, legal counsel, and commissioners – Chair Chris Weiser

Executive Director Ward announced that Wastewater Operations Supervisor Paul Frisbie received the Wastewater Manager of the Year Greater than 5,000 Population Award at the December meeting of the Northwest District of the Arkansas Water Works & Water Environment Association.

11. Confirmation of date and time for the next commission meeting scheduled for January 19, 2022 at 10:00 a.m. – Chair Chris Weiser

The next meeting was scheduled for January 19, 2022 beginning at 10:00 a.m. The meeting will be open for the public to attend in person as well as conducted via Zoom. Secretary Lawrence will be unable to attend the meeting.

Chair Weiser adjourned the meeting at 11:10 a.m. to enter into executive session to discuss a personnel matter.

Chair Weiser called the meeting back to order at 11:27 a.m. He stated that no action was taken and there will be no action taken.

12. Adjournment – Chair Chris Weiser

Chair Chris Weiser adjourned the meeting at 11:28 a.m.

Respectfully submitted,

Paul E. Lawrence Jr., Secretary