

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas.

- The date of the next Committee Meeting will be Monday, May 17, 2021.
- Committee agendas will be available on the Friday before this meeting.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS
TUESDAY, May 11, 2021

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Brian Powell

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
Recognition of a Quorum
4. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
5. Approval of Minutes – April 27, 2021 Council Meeting Pgs. 3 - 14
6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 10.A, 10.B & 10.C, 11.A. & 14. Motion must be approved by two-thirds (2/3) of the council members*.
7. A Resolution authorizing the temporary operation of a carnival conducted by Cross Church located at 1709 Johnson Rd., May 26th and 27th, 2021. Pgs. 15 - 18
8. A Resolution appointing Heath Ward to the Board of Directors (a six year term expiring on 12/31/2026) of the Northwest Arkansas Conservation Authority. Resolution presented by Mayor Sprouse. Pg. 19
9. Community Development Block Grant Program Committee by Chairman Kevin Flores

A Resolution adopting and approving the 2021 Program Year for the Community Development Block Grant Program. Resolution presented by Patsy Christie, Planning Director. Pgs. 20 - 45
10. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

A. An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (R21-23, .046 acres on the southern end of McCullough Drive) from Agricultural District (A-1) to Medium/High Density Multi-Family Residential District (MF-16) and declaring an emergency. Pgs. 46 - 49

- B. **An Ordinance** accepting the re-plat (RP21-06, Vick Enterprises, LLC at 3118 Old Wire Road) of Lot 7, Block 4, Howard Acres Subdivision to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 50 - 52
 - C. **An Ordinance** accepting a new addition to the City of Springdale, Arkansas to be known as Sam's Club Addition (FP21-01, 1517 Gene George Boulevard), a subdivision to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 53 - 55
11. Police and Fire Committee by Chairman Brian Powell
- A. **An Ordinance** to waive Competitive Bidding for the purchase of a Work Ready Fitness Assessment. Ordinance forwarded from Committee with recommendation for approval. Pgs. 56 - 58
 - B. **A Resolution** authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding between the City of Springdale, the City of Fayetteville and Washington County, Arkansas. Resolution forwarded from Committee with recommendation for approval. Pgs. 59 - 65
12. Finance Committee by Chairman Jeff Watson
- A. **A Resolution** authorizing the purchase of property located at 3377 W. Huntsville Avenue, Springdale, Washington County, Arkansas. Resolution forwarded from Committee with recommendation for approval. Pgs. 66 - 68
 - B. **A Resolution** authorizing the Mayor and City Clerk to execute an "Option Agreement for the Purchase of Real Estate" (McCullough Drive) on property owned by the City of Springdale. Resolution forwarded from Committee with recommendation for approval. Pgs. 69 - 78
 - C. **A Resolution** authorizing the execution of a Construction Contract and a Change Order for Park Street Project No. 18BPS13. Resolution forwarded from Committee with recommendation for approval. Pgs. 79 - 92
 - D. **A Resolution** expressing the intent of the City of Springdale, Arkansas, to construct a new 100' x 100' Airport Hangar at the Springdale Municipal Airport. Pg. 93
13. **A Resolution** setting a hearing date on a Petition to Abandon a Portion of a Utility Easement (Northwest Corner of Lot 2, Willow Bend Subdivision Phase 1) in the City of Springdale, Washington County, Arkansas. Resolution presented by Ernest Cate, City Attorney. Pg. 94
14. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale Arkansas. Ordinance presented by Ernest Cate, City Attorney. Pgs. 95 - 102
15. Comments from Council Members.
16. Comments from Department Heads.
17. Comments from City Attorney.
18. Comments from the Mayor.
19. Adjournment.

SPRINGDALE CITY COUNCIL
APRIL 27, 2021

The City Council of the City of Springdale met in regular session on Tuesday, April 27, 2021, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 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 Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Mike Irwin	Fire Chief
Lester Coger	Police Captain
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Eng. & Public Works Director
Colby Fulfer	Chief of Staff
Gina Lewis	HR Director

CITIZEN COMMENTS

Cindy Lee, 1601 W. Emma Avenue, complained about cars and their modified exhaust systems being so loud in the area. There was also a request to remove the stop sign at West End and Emma.

Captain Lester Coger said there is a noise ordinance, but catching them is sometimes difficult. He is going to ask for extra patrol in this area to see if they can ticket them.

They were told to get on the Traffic Committee agenda regarding the stop sign.

REPORT ON ECONOMIC DEVELOPMENT

Scott Edmondson, Director of Business Development with the Springdale Chamber of Commerce, gave the 1st Quarter 2021 report on economic development in the City of Springdale. (Report on file in City Clerk's Office)

APPROVAL OF MINUTES

Council Member Powell moved the minutes of the April 13, 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 Harriman made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Powell made the second.

The vote:

SPRINGDALE CITY COUNCIL
APRIL 27, 2021

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

No: None

ORDINANCE NO. 5585 – REZONING ONE ACRE OWNED BY CCO INVESTMENTS, LLC – CRUZ ORTIZ LOCATED ON THE SOUTH SIDE OF 2259 EAST HIGHWAY 264, FROM A-1 TO SF-1 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an ordinance rezoning one acre owned by CCO Investments LLC, Cruz Ortiz, located on the south side of 2259 East Highway 264, from A-1 to SF-1, and declaring an emergency.

Planning Commission recommended approval at their April 6, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5585.

ORDINANCE NO. 5586 – REZONING 2.41 ACRES OWNED BY GERALD B. JONES REVOCABLE TRUST LOCATED ON THE SOUTH SIDE OF 611 E. APPLE BLOSSOM AVENUE, FROM C-2 TO I-1 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an ordinance rezoning 2.41 acres owned by Gerald B. Jones Revocable Trust located on the south side of 611 E. Apple Blossom Avenue, from C-2 to I-1, and declaring and emergency.

Planning Commission recommended approval at their April 6, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5586.

ORDINANCE NO. 5587 – REZONING 22 ACRES OWNED BY FOREST DALE AND HELEN IRVEN JOINT REVOCABLE TRUST, BETTY COUNTS AND JOANNE WADE LOCATED AT 1415, 1307, AND 1309 OAK GROVE ROAD, ON THE EAST SIDE AND ON THE WEST SIDE OF N. 48TH STREET, FROM A-1 TO MF-16 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 22 acres owned by Forest Dale and Helen Irvén Joint Revocable Trust, Betty Counts and Joanne Wade, located at 1415, 1307, and 1309 Oak Grove Road, on the east side and on the west side of N. 48th Street, from A-1 to MF-16, and declaring an emergency.

Planning Commission recommended approval at their April 6, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5587.

ORDINANCE NO. 5588 – REZONING PROPERTY LOCATED ON THE WEST SIDE OF 500 NORTH MAIN, AND ON THE NORTH SIDE OF WEST HUNTSVILLE, FROM PLANNED UNIT DEVELOPMENT TO REVISED PLANNED UNIT DEVELOPMENT AND DECLARING AN EMERGENCY

Planning Director Patsy Christy presented an Ordinance rezoning property owned by Springdale Downtown LLC (formerly Magnolia Gardens) located on the west side of 500 North Main and on the north side of West Huntsville, from Planned Unit Development to Revised Planned Unit Development and declaring an emergency. They are changing the activities that will be on the property. There will be a restaurant serving breakfast and lunch to the public with available access to the greenway. Capacity will be for 30-35 people. There will also be a small rental bike service and coffee shop.

Planning Commission recommended approval at their April 6, 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: Watson, Lawson, Flores, Harriman, Fougèrousse, Powell, Williams

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5588.

ORDINANCE NO. 5589 – REZONING 22.74 ACRES OWNED BY THE TRAILS AT THE CROSSINGS APARTMENT, LP, LOCATED NORTHEAST OF THE INTERSECTION OF WATKINS AVENUE AND 64TH STREET, FROM PLANNED UNIT DEVELOPMENT TO REVISED PLANNED UNIT DEVELOPMENT AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 22.74 acres owned by the Trails at the Crossings Apartment, LP, located northeast of the intersection of Watkins Avenue and 64th Street, from Planned Unit Development to Revised Planned Unit Development and declaring an emergency. The change is to create a phasing plan so they can move into different buildings as they open up.

Planning Commission recommended approval at their April 6, 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: Watson, Lawson, Flores, Harriman, Fougrousse, Powell, Williams

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5589.

ORDINANCE NO. 5590 – REZONING 10 ACRES OWNED BY ROGERS WAREHOUSE LOCATED AT 3052 AND 3744 WAGON WHEEL ROAD, ON THE NORTH SIDE, AND WEST OF WILDWOOD LANE, FROM A-1 AND C-2 TO C-5 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 10 acres owned by Rogers Warehouse located at 3052 and 3744 Wagon Wheel Road, on the north side, and west of Wildwood Lane, from A-1 and C-2 to C-5 and declaring an emergency.

Planning Commission recommended approval at their April 6, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5590.

RESOLUTION NO. 45-21 – APPROVING A CONDITIONAL USE APPEAL BY GREG EDWARDS FOR USE UNIT 25 (LIMITED MANUFACTURING) IN A C-5 ZONE AT 2200 SOUTH OLD MISSOURI ROAD

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Greg Edwards for Use Unit 25 (limited manufacturing) in a C-5 zone at 2200 South Old Missouri Road.

Planning Commission recommended approval at their April 6, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE AT 2200 SOUTH OLD MISSOURI 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 April 6, 2021 on a request by ISC Properties, LLC (Greg Edwards) for a conditional use for a Use Unit 25 (Limited Manufacturing) in a Thoroughfare Commercial District (C-5) at 2200 South Old Missouri Road; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) no recommends that a conditional use be granted to ISC Properties, LLC (Greg Edwards) for a Use Unit 25 (Limited Manufacturing) in a Thoroughfare Commercial District (25) at 2200 South Old Missouri 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 ISC South, LLC (Greg Edwards) for a Use Unit 25 (Limited Manufacturing) in a Thoroughfare Commercial District (C-5) at 2200 South Old Missouri Road with the following conditions – No conditions set.

PASSED AND APPROVED THIS ____ DAY OF APRIL, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 45-21.

RESOLUTION NO. 46-21 – APPROVING A CONDITIONAL USE APPEAL BY IOLA WATSON FOR A TANDEM LOT SPLIT AT 4169 BEL AIR ROAD

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Iola Watson for a tandem lot split at 4169 Bel Air Road.

Planning Commission recommended approval at their April 6, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE AT 4169 BEL AIR 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 April 6, 2021 on a request by Iola Watson for a conditional use for a Tandem Lot Split at 4169 Bel Air Road; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) no recommends that a conditional use be granted to Iola Watson for a Tandem Lot Split at 4169 Bel Air Road with the following conditions must have a 25' access easement and utility easement from Bel Air Road through tract 1 to tract 2 to the south of tract 1.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Iola Watson for a Tandem Lot Split at 4169 Bel Air Road

PASSED AND APPROVED THIS ____ DAY OF APRIL, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 46-21.

RESOLUTION NO. 47-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO JOSHUA PERRY IN CONNECTION WITH 728 JAY LANE ON THE WEST SIDE, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Joshua Perry in connection with 728 Jay Lane on the west side, a single family dwelling.

Council Member Powell 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 JOSHUA PERRY IN CONNECTION WITH 728 JAY LANE, A SINGLE FAMILY DWELLING

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 728 Jay Lane, a Single Family Dwelling for Joshua Perry 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 728 Jay Lane including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with a Single Family Dwelling for Joshua Perry.

PASSED AND APPROVED THIS ____ DAY OF APRIL, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 47-21.

ORDINANCE NO. 5591 – ACCEPTING TWO STREET DEDICATIONS TO THE
CITY OF SPRINGDALE, ARKANSAS; TO DECLARE AN EMERGENCY AND FOR
OTHER PURPOSES

Mayor Doug Sprouse presented an Ordinance accepting two street dedications to the City of Springdale, Arkansas; to declare an emergency and for other purposes.

Springdale 2015, LLC, an Arkansas Limited Liability Company, and Rausch Coleman Homes NWA, LLC, an Arkansas Limited Liability Company, are the owners of two tracts of land and desire to dedicate a portion of the tracts of land for use as a public street and turnaround

The Home Owner's Association of Legendary Subdivision has requested that Springdale 2015, LLC, and Rausch Coleman Homes NWA, LLC, make the street dedications and that the City of Springdale, Arkansas, accept the street dedications.

It will cost approximately \$9,000 to improve these streets to create a turn-around that is acceptable by the Fire Department and will be paid out of the Public Works budget.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5591.

RESOLUTION NO. 48-21 – AUTHORIZING THE EXECUTION OF A
CONSTRUCTION CONTRACT FOR SPRING CREEK TRAIL (090622)

Council Member Jeff Watson presented a Resolution authorizing the execution of a construction contract for Spring Creek Trail (090622) with Benchmark Construction Company of NWA, Inc. who was the low bidder at \$1,878,421.73.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONSTRUCTION CONTRACT FOR SPRING CREEK TRAIL
(090622)**

WHEREAS, sealed bids were received on April 1st, 2021 at 2:00 p.m. Spring Creek Trail (090622); and

WHEREAS, **Benchmark Construction Company of NWA, INC** was the low bidder for this project at \$1,878,421.73

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Benchmark Construction Company of NWA, Inc for construction of Spring Creek Trail for \$1,878,421.73.

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

PASSED AND APPROVED this ____ day of April, 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 Fougrousse made the second.

The vote:

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

No: None

The Resolution was numbered 48-21.

RESOLUTION NO. 49-21 – AUTHORIZING THE CREATION OF A NEW POSITION
TO REPLACE AN EXISTING POSITION IN THE MAYOR'S OFFICE

Council Member Mark Fougrousse presented a Resolution authorizing the creation of a new position to replace an existing position in the Mayor's Office.

Rose Lawrence, the current Administrative Assistant to the Mayor will be retiring in June of this year. There is a need for greater requirements and expectations of knowledge, skill, abilities and supervision placed on the position of Administrative Assistant to the Mayor.

The Mayor is recommending the creation of the position of the Mayor's Executive Assistant replace the position of Mayor's Administrative Assistant.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CREATION OF A NEW POSITION TO REPLACE AN EXISTING POSITION

WHEREAS, the current Administrative Assistant to the Mayor will be retiring in June of this year, and

WHEREAS, there is a need for greater requirements and expectations of knowledge, skill, abilities and supervision placed on the position of Administrative Assistant to the Mayor, and

WHEREAS, after careful consideration the Mayor is recommending the creation of the position of the Mayor's Executive Assistant replace the position of Mayor's Administrative Assistant;

WHEREAS, the position of the Mayor's Executive Assistant is rated as a grade 23 with a pay scale of \$44,523 - \$65,480 and the position of Mayor's Administrative Assistant was rated as a grade 18 with a pay scale of \$34,888 - \$51,310;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the position of Mayor's Executive Assistant is hereby created at a pay scale Grade 23, and replacing the Mayor's Administrative Assistant position.

PASSED AND APPROVED this ____ day of April, 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.

The vote:

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

No: None

The Resolution was numbered 49-21.

RESOLUTION NO. 50-21 – AUTHORIZING THE EXECUTION OF A CHANGE ORDER FOR THE CONSTRUCTION CONTRACT FOR RABBIT FOOT LODGE, PROJECT NO. CP2001

Council Member Mike Lawson presented a Resolution authorizing the execution of a change order for the construction contract for Rabbit Foot Lodge, Project No. CP2001.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER FOR THE CONSTRUCTION CONTRACT FOR RABBIT FOOT LODGE (PROJECT NO. CP2001)

WHEREAS, the City of Springdale has entered into a contract with Pick-It Construction, Inc. to make repairs to Rabbit Foot Lodge, and

WHEREAS, the architect has recommended a change order to the contract in the amount of \$2,809.02.

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

1. The Mayor is hereby authorized to execute Change Order No 1 for the contract with Pick-It Construction, Inc. for repairs to Rabbit Foot Lodge.
2. The Mayor is also authorized to sign future change orders for this contract as long as the cumulative amount of the change orders does not exceed 10% of the contract.

PASSED AND APPROVED this ____ day of April, 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: Fougrousse, Powell, Williams, Watson, Lawson, Flores, Harriman

No: None

The Resolution was numbered 50-21.

RIBBON CUTTING AT SHAW PARK

A ribbon cutting will be held at the new Shaw Park this Saturday, May 1, 2021, at 9:30 a.m. Fire Station 9, new in the park, is almost complete and will be open for tours.

SPRINGDALE CITY COUNCIL
APRIL 27, 2021

SAFE HAVEN BABY BOX

A Safe Haven Baby Box was unveiled at Springdale Fire Station #6 on Sunday, April 25, 2021. This is the third location to offer a Baby Box in the State of Arkansas. The funds for the project were donated by an anonymous donor.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:55 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE TEMPORARY
OPERATION OF A CARNIVAL**

WHEREAS, Jeremy Gackle, from Cross Church has requested permission to conduct a carnival event at Cross Church located at 1709 Johnson Road, put on by Cross Church, Inc.; and

WHEREAS, the carnival dates will be *Wednesday, May 26th, 2021 thru Thursday, May 27th, 2021*; and

WHEREAS, the carnival's hours of operation will be Wednesday, May 26th, 2021 from 6:00p.m. to 10:00p.m, and Thursday, May 27th, 2021 from 6:00p.m to 10:00p.m.; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Jeremy Gackle, from Cross Church is hereby authorized to conduct a carnival event at Cross Church located at 1709 Johnson Avenue, *May 26th thru May 27th* with the carnival's opening and closing times listed above. In case of a rain out, the Mayor has the authority to reschedule this event.

PASSED AND APPROVED this 11th day of May, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**CITY OF SPRINGDALE
APPLICATION FOR CARNIVAL/CIRCUS PERMITS**

DATE OF APPLICATION: Thursday, April 22, 2021

EVENT SPONSOR:  Cross Church

BUSINESS NAME / OWNER: Cross Church, Inc.

BUSINESS ADDRESS: 1709 Johnson Rd Springdale, AR 72762

BUSINESS PHONE: 479-751-4523 EMERGENCY PHONE: 713-817-8214 (Brandon Hamson)

LOCATION OF EVENT: Cross Church / 1709 Johnson Rd Springdale, AR 72762

DATES OF EVENT (7 DAY MAXIMUM): May 26-27

HOURS OF OPERATION (LIMITED TO 10:00 A.M. TO MIDNIGHT): May 27, 6-10pm

ARKANSAS SALES & USE TAX NUMBER: 00310200 - SLS

VERIFICATION OF ZONING (C-2, C-5, P-1): C-2 General Commercial District

SIGNATURE OF APPLICANT:  DATE: 4-22-21

OFFICE USE ONLY

\$100 APPLICATION FEE: ☐

PROOF OF \$1 MILLION PUBLIC LIABILITY INSURANCE (NON-PROFITS EXEMPT): ☐

COPY OF WRITTEN PERMISSION FROM PROPERTY OWNER: ☐

TO BE COMPLETED AFTER CITY COUNCIL APPROVAL

FIRE MARSHAL'S SIGNATURE (479-751-4510): _____

BUILDING OFFICIAL'S SIGNATURE (479-750-8154): _____

ACORD™

Client#: 805

PRIDEAMU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haas & Wilkerson Insurance 4300 Shawnee Mission Parkway Fairway, KS 66205 913 432-4400	CONTACT NAME: Tasha Avery PHONE (A/C, No, Ext): 913 432-4400 E-MAIL ADDRESS: tasha.avery@hwins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company (CHUBB) INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 22667
INSURED Pride Amusements of Missouri, Inc. dba Pride Amusements PO Box 486 Joplin, MO 64802	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			G21762556	04/05/2021	04/05/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are listed as Additional Insured per written contract but only regards to the negligence of the Named Insured:

The organization that manages the event.

The political sub-division who grants you permission to operate at the event.

The owner of the premises on which the event is being held.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Cross Church
1709 Johnson Road
Springdale, AR 72762

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William R. Johnson III

17



CITY OF SPRINGDALE

201 SPRING STREET
SPRINGDALE, AR 72764
479-750-8118

*** CUSTOMER RECEIPT ***

Batch ID: CITYCLERK	4/26/21 01	Receipt no:	4896
	Type SvcCd Description	Amount	
	MP MISC/ACCT # REQUIRED	\$100.00	
CROSS CHURCH			
LICENSES & PERMITS	10101013230000		
CARNIVAL MAY 26-27			
CA CASH		\$100.00	
Total payment:		\$100.00	
Trans date:	4/26/21	Time: 13:41:53	

THANK YOU FOR YOUR PAYMENT

RESOLUTION NO. _____

**A RESOLUTION APPOINTING
HEATH WARD TO THE BOARD OF DIRECTORS
OF THE NORTHWEST ARKANSAS
CONSERVATION AUTHORITY**

WHEREAS, with the adoption of Ordinance No. 3222 on July 23, 2002, the City of Springdale became an initial member of the Northwest Arkansas Conservation Authority; and

WHEREAS, paragraph 6.02 of the Northwest Arkansas Conservation Authority Agreement established terms of six (6) years and Arkansas Code Annotated § 14-233-108 provides for the appointment of Directors by the governing bodies of the members of the authority; and

WHEREAS, it is the recommendation of the Mayor that Heath Ward be appointed to fill the expired six (6) year term of Chris Weiser on the Board of Directors of the Northwest Arkansas Conservation Authority.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE ARKANSAS, that Heath Ward is hereby appointed to the Board of Directors of the Northwest Arkansas Conservation Authority to a six (6) year term expiring on December 31st, 2026.

PASSED AND APPROVED this 11th day of May, 2021

Doug Sprouse, **MAYOR**

ATTEST:

Denise Pearce, **CITY CLERK**

APPROVED AS TO FORM:

Ernest B. Cate, **CITY ATTORNEY**

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING THE 2021
PROGRAM YEAR FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, in accordance with the guidelines established by the Department of Housing & Urban Development for the Community Development Block Grant Program, the 2021 Action Plan was developed, a copy of which is attached and made part of the resolution; and

WHEREAS, a final public hearing was held before the City Council on May 11, 2021

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

1. That The 2021 Program Year Action Plan for the use of Community Development Block Grant Program Funds, a copy of which is attached and made a part as though set out herein word or word, is approved and authorized for submission to the United States Department of Housing and Urban Development on May 11, 2021.
2. That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the Community Development Block Grant Program.

PASSED AND APPROVED this 11th day of May, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVE AS TO FORM:

Ernest B. Cate, City Attorney

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Action Plan covers the third year 2021 of the 2018-2022 Consolidated Plan

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City's priority continues to be improving existing owner-occupied single family dwellings. The objects being: (1) Create a suitable living environments (2) Decent affordable housing. The outcomes being: (1) Availability and or- accessibility (2) Affordability and (3) Sustainability.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In the past, the Housing Services Program has made a significant impact in not only low- income neighborhoods but in the City overall. The City continues to make the Housing Services Program a priority.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City always places two ads in the local newspaper encouraging its residents and other agencies to provide input during th development of the Action Plan and to comment on the final action plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public meeting will be held on April 5,2021 from 5:00pm to 7:00pm.

Annual Action Plan
2021

1

2nd public meeting will be held on May 11, 2021 from 5:00pm to 7:00pm

6. Summary of comments or views not accepted and the reasons for not accepting them

Public meeting on April 5, 2021- council wanted to relook at percentages for public service and vote on it on May 11, 2021

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SPRINGDALE	
CDBG Administrator	SPRINGDALE	Community Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City's Planning and Community Development Department has a full time staff person responsible to administer the Community Development Block Grant and a full time Housing Rehabilitation Specialist to administer the Housing Services Program.

Consolidated Plan Public Contact Information

For information about the Community Development Block Grant Program contact Dean Allen, Community Development Block Grant Manager. Phone 479-750-8175 or Email: gallen@springdalear.gov. Visit the City's website www.springdalear.gov.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City consulted with the city council, residents, housing providers, homeless agencies and other public service agencies in the development of this plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Community Development Block Grant Program Manager has display ads placed in the local newspaper notifying residents, housing providers and public service agencies about upcoming meetings and encouraging residents and others to attend and provide input into the development of the Action Plan and to comment on the final development of the Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City is a member of the Continuum of Care and the Community Development Block Grant Program Manager attends the local meetings. Washington County and Benton County have made some significant strides in shelter expansions and support programs designed to reduce the number of homeless people. Being a part of a housing rehabilitation program, we are exposed to homeless persons that may be living with the homeowners of the homes we rehabilitate. As we learn more about the Continuum of Care efforts, we could play a larger role in assisting those homeless people.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	NWA Continuum of Care
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Development Block Grant Program Manager will attend all CoC meetings as well as Youth Council meetings to become more involved in improved coordination between the City and the organization.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Community Development Block Grant Program committee held a public meeting on April 6,2021 at 5:00pm to discuss and authorize the funding to non-profits for public service activities.

The Community Development Block Grant Program committee held a public meeting on May 11, 2021 at 5:00pm to discuss and sutorize the funding for the non-profits for the public service activities.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities	(3) three non-profits showed up for comment on April 6, 2021. no comments			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City anticipates it will receive \$4,347,125 in Entitlement Grants during this five-year plan and \$100,000 in Program Income during this plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	793,071	0	0	793,071	412,483	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Funds from the Community Development Block Grant will not be used to leverage additional federal resources. Homeowners are required to pay

a portion of the cost for any maintenance-type related work required to be performed on their home if the work is required to pass the final building inspection required by the City.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No public land or property within the City will be used to address any needs identified in this plan.

Discussion

Homeowners pay a portion of any maintenance-type related work required to be performed on their home and for any additional work they may want to have performed while a contractor is on site.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Services	2018	2022	Affordable Housing	Low-income individuals and families City wide	Affordable Housing	CDBG: \$730,882	Homeowner Housing Rehabilitated: 30 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Services
	Goal Description	The city's priority goal is the housing rehabilitation of owner-occupied single-family dwellings built before 1978. The City plans to commit at least 80% of the entitlement grant to the Housing Services Program. Housing Rehabilitation will be the largest funded activity under the Housing Services Program. The Housing Rehabilitation Program is a city wide program for low-to-moderate-income homeowners of single family dwellings.

Projects

AP-35 Projects – 91.220(d)

Introduction

There are three projects in this Action Plan. (1) General Program Administration, (2) Housing Services and (3) Public Services

Projects

#	Project Name
1	General Program Administration
2	Housing Services
3	Public Services

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funds will not be allocated geographically

AP-38 Project Summary
Project Summary Information

1	Project Name	General Program Administration
	Target Area	City wide
	Goals Supported	Housing Services
	Needs Addressed	General Program Administration
	Funding	CDBG: \$75,000
	Description	Cost associated with the administration of the Community Development Block Grant Program.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Administration of the Community Development Block Grant Program
2	Project Name	Housing Services
	Target Area	City wide
	Goals Supported	Housing Services
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$610,726
	Description	Cost associated with administering the Housing Services Program and providing Deferred Loans to low-to-moderate-income homeowners.
	Target Date	3/2/2022
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Housing Administration, Housing Rehabilitation, Emergency Repairs, Lead-based Paint testing and clearances, Paint program and Volunteer Program.
3	Project Name	Public Services
	Target Area	Low-income individuals and families City wide

Goals Supported	Housing Services
Needs Addressed	Public Service Program
Funding	CDBG: \$107,345
Description	This project will provide funds to not for profit agencies to carry out Public Service Activities.
Target Date	10/1/2021
Estimate the number and type of families that will benefit from the proposed activities	with seven (7) public services, each will benefit 25-50 families each
Location Description	The City of Springdale
Planned Activities	Court Appointed Special Advocates,VFW, VFW Aux, Bread of Life, Compassion House, and the Community Clinic

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City will not allocate funds to any specific area of the city. The Housing Rehabilitation Assistance Program is available city-wide to any extremely-low to moderate-income household that qualifies for the program.

Geographic Distribution

Target Area	Percentage of Funds
Low-income individuals and families	100
City wide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

None

Discussion

The City's priority is the housing rehabilitation of owner-occupied single-family dwellings built before 1978.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Maintaining the existing older affordable housing stock is the City's priority.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	30
Acquisition of Existing Units	0
Total	30

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City's priority is the housing rehabilitation of the existing older housing stock.

AP-60 Public Housing – 91.220(h)

Introduction

Funds from the City's entitlement grants will not be used to address public housing.

Actions planned during the next year to address the needs to public housing

No actions will be taken.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The housing authority holds regular meetings with its residents and encourages them to become homeowners as soon as they can.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City does not specifically have any goals or actions in this Action Plan to reduce or end homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City does not have any goals or actions in the Action Plan to reduce or end homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City has no goals or actions in this Action Plan to address emergency shelter or transitional housing needs of the homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has no goals in this Action Plan to address transistional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

There were no goals set in assisting low-incpme families from becoming homeless.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's public policies do not affect affordable housing within its jurisdiction.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will loosen or remove any negative effects public policies may have as barriers to affordable housing within its authority

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City's priority is maintaining the existing affordable housing stock.

Actions planned to address obstacles to meeting underserved needs

The City currently does not have any projects that will address meeting underserved needs.

Actions planned to foster and maintain affordable housing

The City has allocated 74% of the 2021 Entitlement Grant to maintain and improve the existing older housing stock under the City's Housing Rehabilitation Program.

Actions planned to reduce lead-based paint hazards

The City will have all homes qualified for the Housing Services Program tested for the presence of lead-paint before any housing rehabilitation work will be performed. Any materials found with lead-paint will be removed if possible or covered.

Actions planned to reduce the number of poverty-level families

No actions in this plan to reduce the number of poverty-level families.

Actions planned to develop institutional structure

The City will begin holding some public meetings during normal working hours and more frequently.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will start sending invites to public and private housing and social service agencies by email notifying them of upcoming public meetings regarding the Community Development Block Grant Program.

Discussion:

Program Specific Requirements
AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Community Development Block Grant Program
2021 Non-Profit Funding - \$793,071.00

2020 (11%) COVID-CDBG			Baseline	2021 (10%)*	Requested	2021 (13.5%)**
VFW		\$15,000	VFW	\$11,000	VFW	\$15,000
VFW Auxiliary		\$15,000	VFW Auxiliary	\$11,000	VFW Auxiliary	\$15,000
Bread of Life	\$24,000	\$40,000	Bread of Life	\$20,000	Bread of Life	\$24,000
CASA	\$10,000	\$30,000	CASA	\$6,000	CASA	\$10,000
Returning Home	\$10,000	\$146,183	Returning Home	\$8,000	Returning Home	\$12,000
Compassion House	\$19,400	\$50,000	Compassion House	\$15,345	Compassion House	\$19,345
Community Clinic	\$12,000	\$88,716	Community Clinic	\$8,000	Community Clinic	\$12,000
Total	\$75,400	\$384,899	Total	\$79,345	Total	\$107,345
			Housing Rehab Balance	\$713,726	Housing Rehab Balance	\$685,726

* 10% has been our baseline amount each year. The council reviews all qualified applications submitted for public services activities to determine if they would like to increase the percentage to meet requested amounts from the non-profits.

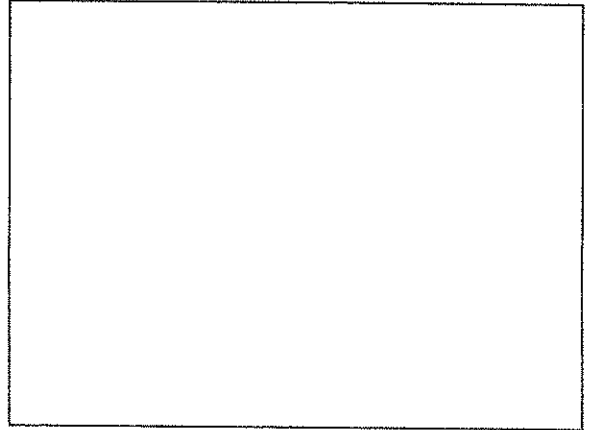
** The total amount of qualified requests received from our non-profits came to 13.5%. Federal guidelines allow the council to use up to 15% of

The council typically uses 10% of the CDBG funds as a starting point or baseline amount to assist non-profits, but has also increased the percentage of funding at their discretion. Our office collects the total amount of funds that have been requested from our non-profits and presents qualified applications to the council for consideration. The council has the option to increase the funding up to 15% according to federal guidelines.

In 2020 the council voted to increase the percentage to help meet the needs of our non-profits.

All of the organizations listed above received COVID-CDBG funding to assist with pandemic related needs. We have not received information that suggests that there will be COVID-CDBG funding in 2022.

Community Development Block Grant Program
2021 Non-Profit Funding - \$793,071.00



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of May 4, 2021 for hearing the matter of a petition of City of Springdale, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Medium/High Density Multi-family Residential District (MF-16).

Layman's Description: Parcel 815-28738-210 and 815-28738-230 on the southern end of McCullough Drive

Legal Description: Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, described a beginning at a point 330 feet West and 200 feet South of the NE Corner of said 40 acre tract, thence South 1120 feet, thence East 165 feet, thence North 1120 feet, thence West 165 feet to the point of beginning, and Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 N, Range 29 West, described as follows, to-wit: Beginning at a point 500 feet South of the NE Corner of said 40 acre tract, thence South 820 feet, thence West 165 feet, thence North 820 feet, thence East 165 feet to the point of beginning.

And an easement for ingress and egress, described as follows, to-wit: Beginning at the NE Corner of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, run thence South 610 feet, thence West 165 feet to the true point of beginning, thence North 610 feet, thence West 15 feet, thence South 610 feet, thence East 15 feet to the true point of beginning.

LESS AND EXCEPT: Part of the SE 1/4 of the SE 1/4 of Section 13, Township 18 North, range 29 West, described as follows: Beginning at a point 500 feet South of the NE Corner of said 40 acre tract, thence South

110 feet, thence West 165 feet, thence North 110 feet, thence East 165 feet, thence West 165 feet, thence North 110 feet, thence East 165 feet to the point of beginning. LESS AND EXCEPT: Part of the SE 1/4 of the SW 1/4 of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: commencing at a found railroad spike, used as the NE Corner of the SE 1/4 of the SE 1/4; thence North 87 degrees 33 minutes 07 seconds West 165.0 feet; thence South 2 degrees 29 minutes 56 seconds West 203.79 feet to a set 5/8" diameter iron pin and the point of beginning; thence continue South 2 degrees 29 minutes 56 seconds West 120.00 feet to a 5/8" diameter iron pin; thence North 87 degrees 33 minutes 07 seconds West 167.31 feet to a set 5/8" diameter iron pin, thence North 2 degrees 14 minutes 57 second East 120.00 feet to a set 5/8" diameter iron pin; thence South 87 degrees 33 minutes 07 seconds East 167.83 feet to the point of beginning, containing 0.46 acres, more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Medium/High Density Multi-family Residential District (MF-16) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) to Medium/High Density Multi-family Residential District (MF-16).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

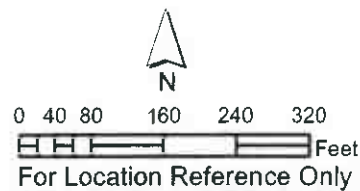
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

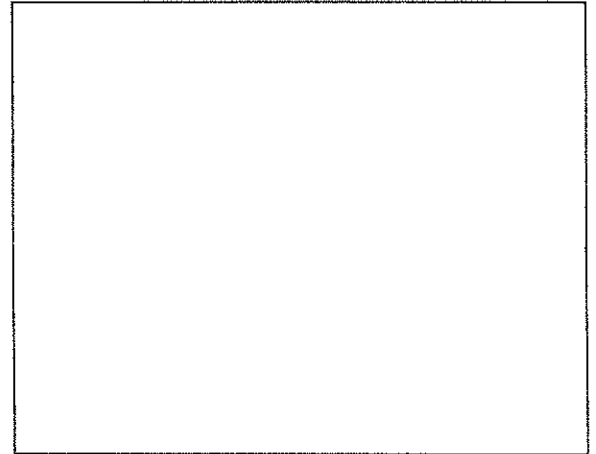
APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. R21-23
APPLICANT: City of Springdale
REQUEST: Rezoning from agricultural (A-1)
to multi-family residential (MF-16)

PLANNING COMMISSION MEETING
 May 4, 2021



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOT 7,
BLOCK 4, HOWARD ACRES 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, Benton County, Arkansas, being more particularly described as follows, to-wit:

LOT 7A

A PART OF LOT 7 IN BLOCK 4 IN HOWARD ACRES, A SUBDIVISION OF PART OF SW 1/4 OF SECTION 19, TOWNSHIP 18 NORTH OF RANGE 29 WEST, ACCORDING TO PLAT FILED OCTOBER 2, 1964 AT PLAT RECORD E, PAGE 79, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN WHICH IS N02°51'53"E 112.89' FROM THE SOUTHWEST CORNER OF SAID LOT 7 AND RUNNING THENCE N02°51'53"E 114.24' TO A FOUND IRON PIN, THENCE S86°39'40"E 148.89' TO A SET IRON PIN, THENCE S11°15'44"W 114.99' TO A SET IRON PIN, THENCE N86°48'32"W 132.09' TO THE POINT OF BEGINNING. CONTAINING 0.37 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LOT 7B

A PART OF LOT 7 IN BLOCK 4 IN HOWARD ACRES, A SUBDIVISION OF PART OF SW 1/4 OF SECTION 19, TOWNSHIP 18 NORTH OF RANGE 29 WEST, ACCORDING TO PLAT FILED OCTOBER 2, 1964 AT PLAT RECORD E, PAGE 79, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND IRON PIN FOR THE SOUTHWEST CORNER OF SAID LOT 7 AND RUNNING THENCE N02°51'53"E 112.89' TO A SET IRON PIN, THENCE S86°48'32"E 132.09' TO A SET IRON PIN, THENCE S11°15'44"W 114.02' TO A SET IRON PIN FOUND IRON PIN, THENCE N86°48'32"W 115.44' TO THE POINT OF BEGINNING. CONTAINING 0.32 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION:

A PART OF LOT 7 IN BLOCK 4 IN HOWARD ACRES, A SUBDIVISION OF PART OF SW 1/4 OF SECTION 19, TOWNSHIP 18 NORTH OF RANGE 29 WEST, ACCORDING TO PLAT FILED OCTOBER 2, 1964 AT PLAT RECORD E, PAGE 79, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND IRON PIN FOR THE SOUTHWEST CORNER OF SAID LOT 7 AND RUNNING THENCE S86°48'32"E 115.44' TO A SET IRON PIN FOR THE POINT OF BEGINNING THENCE N11°15'44"E 229.01' TO A SET IRON PIN, THENCE S86°39'40"E 36.81', THENCE S10°46'56"W 228.65', THENCE N86°48'32"W 38.76' TO THE POINT OF BEGINNING. CONTAINING 0.20 ACRES, MORE OR LESS.

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 7, BLOCK 4, HOWARD ACRES 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 7, BLOCK 4, HOWARD ACRES 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, Benton 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

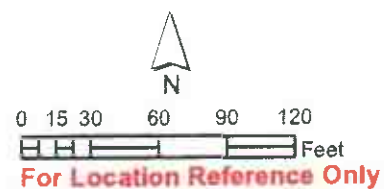
APPROVED AS TO FORM:

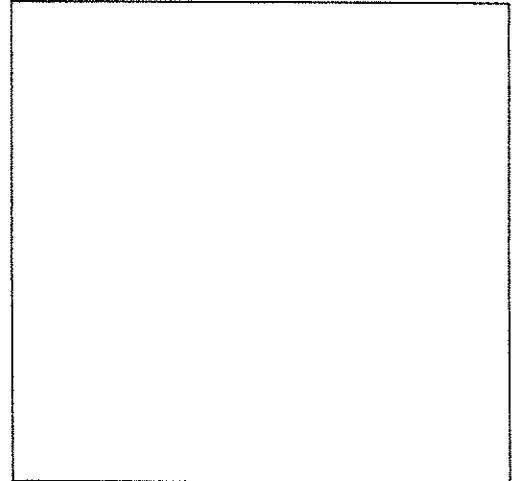
Ernest Cate, CITY ATTORNEY



FILE NO. RP21-06
APPLICANT: Vick Enterprises, LLC
REQUEST: Replat of Lot 7, Block 4
Howard Acres Subdivision

PLANNING COMMISSION MEETING
May 4, 2021





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A NEW ADDITION
TO THE CITY OF SPRINGDALE, ARKANSAS TO
BE KNOWN AS SAM'S CLUB ADDITION, A
SUBDIVISION TO THE CITY OF SPRINGDALE,
ARKANSAS, AND DECLARING AN EMERGENCY**

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

Tract 1 and Tract 2 as shown on Lot Split File No. 23A-00000098 and the parcel
described at Deed Book 2015, Page 5319.

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF SPRINGDALE, ARKANSAS**, that the Sam's Club Addition, as
shown on the plat approved by the City Planning Commission, a copy of which is
attached to this ordinance and made a part hereof as through set out herein
word for word, be and the same is hereby accepted by the City of Springdale,

Washington County, Arkansas, and the City hereby accepts for the use and benefit of the public the dedications contained therein.

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

The ordinance passed this _____ day of _____, 2021.

CITY OF SPRINGDALE.
SPRINGDALE, ARKANSAS

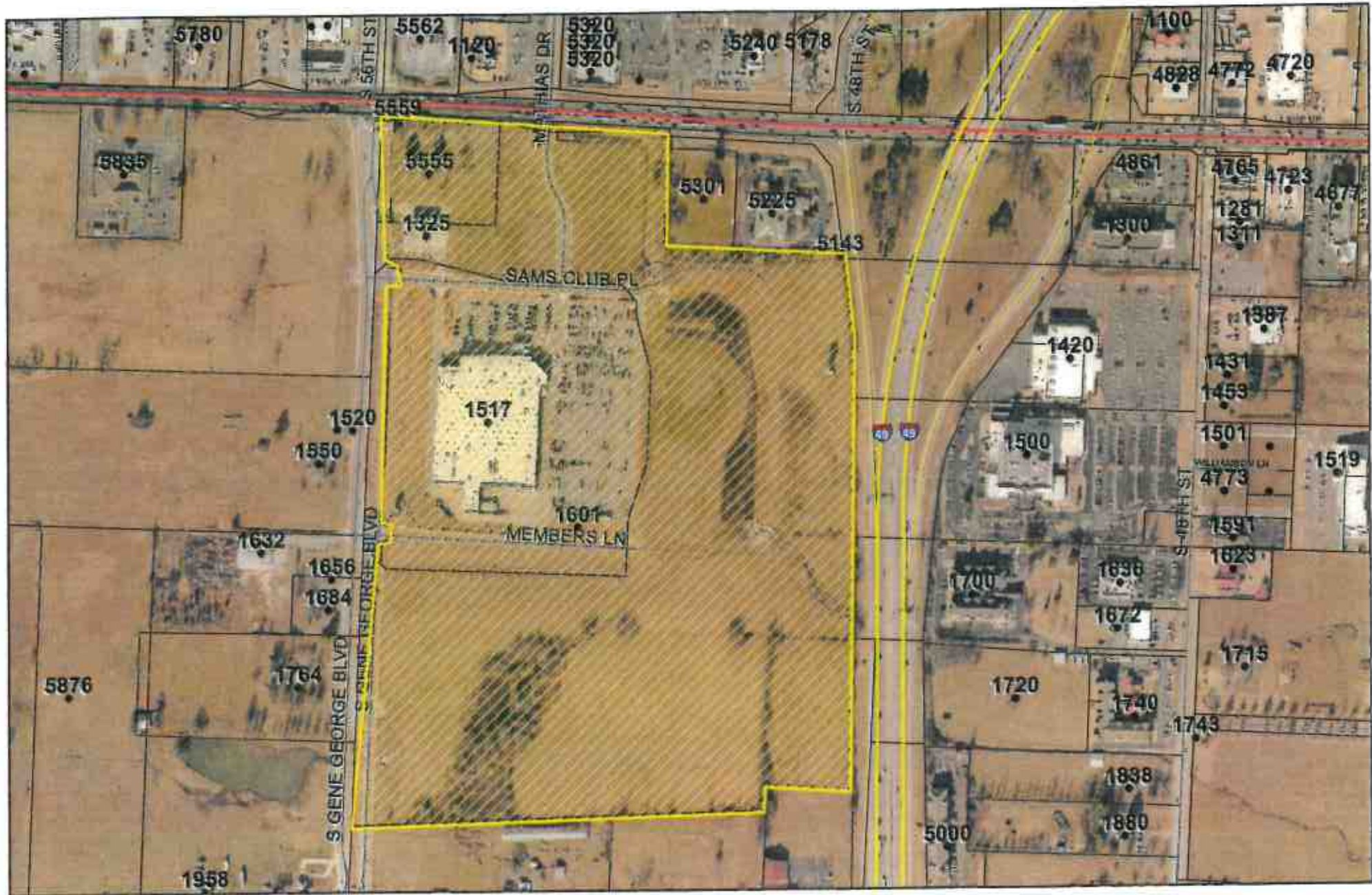
BY: _____
DOUG SPROUSE - MAYOR

ATTEST:

Denise Pearce - City Clerk

APPROVED AS TO FORM:

Ernest Cate - City Attorney



0 87.5175 350 525 700
Feet
For Location Reference Only

FILE NO. FP21-01
APPLICANT: Sam's Club
REQUEST: Final Plat

PLANNING COMMISSION MEETING
May 4, 2021

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR THE PURCHASE OF A WORK
READY FITNESS ASSESSMENT**

WHEREAS, the Fire Department has funds in their 2021 budget for a fitness assessment,
and

WHEREAS, they have arranged for O2X to provide this service, and

WHEREAS, the \$26,325 cost of this service will exceed the amount where competitive
bids are required, and

WHEREAS, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may
waive the requirements of competitive bidding in exceptional situations where this procedure is
deemed not feasible or practical";

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

Section 1. Due to the specialty of this service competitive bidding is deemed not
practical and competitive bidding on the purchase of the furnishing of a work ready fitness
assessment and is here by waived with the services to be provided by O2X for \$26,325.

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

PASSED AND APPROVED this 11th day of May, 2021

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

Wyman Morgan

From: Mike Irwin <mirwin@springdalear.gov>
Sent: Tuesday, April 27, 2021 2:01 PM
To: 'Wyman Morgan'
Subject: Waive competitrive bidding!

Wyman,

As was approved by city council in our budget for 2021, we had contracted with a company called, **OZX** to supply our department with a work ready fitness assessment, as well as access to nutrition, workouts, mental health, and a full array of wellness tools to better allow our members personalized programs to help them maintain fitness or improve. When all was said and done, we were not completely sure how much the program would total out, but when we received the bill it was over the \$20,000 limit before it goes out for bid. Since we had researched many **companies** and felt this one filled our needs better than most, I would like to ask for the council to waive competitive bidding for this. We have received the bill and I have it over at the city clerk's office along with the proper paperwork to get them as a vendor. I am sorry I did not think of the waiving of competitive bidding before the process.

Michael J. Irwin
Fire Chief
Springdale Fire Department



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Wyman Morgan

From: Mike Irwin <mirwin@springdalear.gov>
Sent: Monday, April 26, 2021 5:09 PM
To: 'Wyman Morgan'
Subject: Invoice?

Wyman,

I may have goofed on one of the professional services that we contracted for with the total fitness side for the department. If you remember I had asked to increase our professional services to bring in a company that would offer a whole host of fitness/mental health things for our members. We have received the invoice and it totals \$26,325. I did not even think about the total being over \$20,000 for waiving competitive bids? What would you like me to do as I want to make sure and be transparent with the actions we do? Just let me know and sorry about that miss on my part!

Michael J. Irwin
Fire Chief
Springdale Fire Department



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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SPRINGDALE, THE CITY OF FAYETTEVILLE, AND WASHINGTON COUNTY, ARKANSAS.

WHEREAS, the City of Springdale, the City of Fayetteville, and Washington County, Arkansas (collectively referred to herein as "the Parties"), each wish to make improvements to certain radio communication frameworks;

WHEREAS, the Parties wish to establish an understanding and agreement among the Parties related to ownership and responsibilities for a unified and shared infrastructure of the Arkansas Wireless Information Network (AWIN) operating in Washington County, Arkansas, which benefits the public safety and public service officials serving the citizens of the region;

WHEREAS, the Parties wish to enter into a Memorandum of Understanding (attached hereto as Exhibit "A") to memorialize their agreement as it pertains to these issues, and to set forth the terms and conditions pertaining thereto;

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 a Memorandum of Understanding, a copy of which is attached to this Resolution.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on behalf of the City of Fayetteville, Arkansas, the City of Springdale, Arkansas and the County of Washington, Arkansas. All parties acknowledge that this MOU is executed for good and valuable consideration.

Introduction:

In order to support the mission-critical communication needs of each localities individual and collective public safety and public service personnel, the parties to this agreement have or desire to improve certain radio communication frameworks. Improvements such as enhanced system connectivity, geographic redundancy of system control equipment, direct inter-agency interoperability, and greater RF coverage will be realized by taking advantage of an opportunity to pool resources and needs, which will collectively benefit all parties, and agree this opportunity is best realized through joint action.

Purpose:

The purpose of this Memorandum of Understanding is to establish an understanding and agreement among the parties related to ownership and responsibilities for a unified and shared infrastructure of the Arkansas Wireless Information Network (AWIN) operating in and near Washington County, Arkansas. This agreement provides for a working relationship among parties, which benefits the public-safety and public service officials servicing the citizens of the region. The parties to the agreement expect over time, the particular components of the System may change as operational and capacities needs change.

Understanding:

It is understood that the City of Fayetteville and the City of Springdale both operate P25 trunked simulcast radio systems with associated control equipment known as a Simulcast Prime Site, both operating in conjunction with the SmartZone Controllers that are located in Little Rock, Arkansas at DIS and at the Arkansas Department of Emergency Management (ADEM). These AWIN SmartZone Controllers and the associated equipment are vital for two-way radio communications among various entities around the State, and are a critical link in the City's and County's two-way AWIN radio communications. It is understood that Washington County is replacing and upgrading its proprietary public safety radio system with a P25 trunked simulcast radio system also in conjunction with AWIN. If implemented alone, Washington County, Fayetteville, and Springdale would each operate separate trunked simulcast systems each with its own dedicated Simulcast Prime Site. Upgrading and integrating the existing Fayetteville and Springdale Simulcast Prime Sites, and adding additional Washington County simulcast tower sites, provides for geographic system control redundancy that is not currently

present, improves inter-agency interoperability, enhances system coverage, and increases system reliability.

Agreement:

In exchange for the mutual considerations received and given by the County of Washington, Arkansas, City of Fayetteville Arkansas and City of Springdale Arkansas, all parties agree to the following:

1. The City of Fayetteville agrees to allow Washington County and the City of Springdale reasonable use of its Prime Site and associated equipment necessary for transmitting and receiving voice and data communication as part of the City's communication system operations.
2. The City of Springdale agrees to allow Washington County and the City of Fayetteville reasonable use of its Prime Site and associated equipment necessary for transmitting and receiving voice and data communication as part of the City's communication system operations.
3. At the expense of Washington County, additional tower sites will be added for the improved coverage of the system that will be integrated and interoperable with the City of Fayetteville and City of Springdale simulcast sites and controllers. These sites will be operational as part of the AWIN system. This includes adding additional microwave hops to Springdale and providing MPLS backhaul routers to the sites providing for an alternate connection path for all entities in the county to the AWIN Smartzone Controllers.
4. The upgraded system will provide public safety grade capacity for the Police, Fire, EMS, and Emergency Management users of Washington County, Fayetteville, and Springdale with the ability for additional capacity to be added. The Public Safety grade capacity industry standard is a Grade of Service (GOS) of 2%, or less. The capacity design goal for the upgraded county-wide system is 1.2%, or less. If project funding allows, Washington County will purchase a seventh county-wide simulcast channel to expand upon the six-channel capacity of the Springdale simulcast system going from 10 TDMA talk paths to 12 TDMA talk paths. This 12 TDMA county-wide talk path capacity design exceeds the Public Safety Grade of Service (GOS) standard design criteria for all Washington County, Fayetteville, and Springdale user agencies. The addition of the seventh channel hardware also provides for the future expansion of up to five additional channels by way of line cards that insert into the new seventh channel hardware assemblies requiring no additional rack space or antenna system changes at any simulcast site.
5. At the expense of Washington County, Motorola will provide Edge Availability which provides site-to-site communications, roaming, and wireline dispatch by grouping together local sites. This feature maintains the maximum level of trunking services, coverage, and access to talkgroups, even if sites should become detached from the Controllers.

6. At the expense of Washington County, Motorola will integrate the City of Fayetteville and City of Springdale Prime sites to make them geographically redundant Prime sites, providing additional layers of redundancy to the systems.
7. At the expense of Washington County, Motorola will upgrade the Fayetteville APX subscribers to TDMA (Time Division Multiple Access) and reprogram all police and fire radios with new fleetmaps.
8. If needed by Washington County for the county-wide simulcast system the City of Fayetteville agrees that Washington County can use its excess GTR repeater equipment for use at the County's Lincoln Lake ASR tower site or at other Washington County simulcast tower sites. Washington County understands this GTR repeater equipment is owned by the City of Fayetteville. Furthermore, if in the future there is a need for additional like equipment on the system, the County acknowledges that this GTR repeater equipment is Fayetteville's contribution.
9. All parties agree that each entity is responsible for their own tower site locations and any related expenses such as lease expense and maintenance costs.
10. Each City agrees to allow Washington County access to their existing simulcast system frequencies to allow for the configuration of the county-wide simulcast system. Washington County will be responsible for all costs associated with any FCC licensing fees incurred to utilize these frequencies for the county-wide simulcast system.
11. The tower sites identified here;
Washington County:
 - 1) Hazel Valley
 - 2) Winslow
 - 3) Hale Mountain
 - 4) Lincoln LakeFayetteville:
 - 1) Sequoyah Water Tank (Simulcast Prime Site)
 - 2) Dinsmore Trail
 - 3) FulbrightSpringdale:
 - 1) Dodd Water Tank (Simulcast Prime Site)
 - 2) Children's Hospital;are considered to be a critical part of the AWIN system and serve various public-safety entities and first responders from multiple agencies to advance the Federal, State and City's goals of interoperable communications. During the term of this agreement, all entities agree to allow the identified tower sites to remain part of AWIN system and, except as is provided in this agreement, shall not take action restricting the use of, access to, or limiting the capabilities necessary to maintain interoperable communications utilizing the tower sites. Nothing in this agreement shall preclude the entity from making additions to or allowing non-AWIN-related equipment at the identified tower sites, if proper propagation, interference

analysis, and tower-loading studies are conducted and no significant adverse impact results to AWIN operations. If the entity proposes additional non-AWIN related equipment or users, the entity agrees to provide copies of the aforementioned studies and user information to AWIN system managers, prior to the final approval of any equipment placement, for input and proper record keeping purposes

- a. Reasonable efforts to adhere to R-56 grounding standards should be made when adding or modifying any equipment in the sites.
 - b. Expansions or changes to the system will require coordination with the other entities involved and all parties agree to submit plans for review and approval to one another and the State for final approval prior to procurement.
12. All entities agree that all parties involved will develop radio programming consistent with operational requirements, taking into consideration the loading characteristics of the AWIN network. Further, agree to utilize the existing interoperability radio programming guidelines established by AWIN and the fleetmap design for NWA Regional talkgroups.
13. All entities will be individually responsible for maintaining adequate insurance on equipment and infrastructure owned by their respective jurisdictions.

Maintenance:

1. Each entity is responsible for their own tower site maintenance and lease expenses.
2. Ensuring the generators and all equipment connected to the generators necessary for generator operations are properly maintained and insured. Maintenance is handled in a timely manner.
3. Weed control, site mowing, road maintenance, fencing and signage at the City and County controlled tower sites. No site will be identified as an AWIN site for security purposes.
4. Controlling access to the tower sites and allowing employees, contractors, and subcontractors of the State access to the tower sites (including any buildings and equipment located thereon) as long as this agreement is in place.

Oversight:

Each locality subject to this agreement shall appoint two representatives to a committee for working collaboratively on trunked radio system issues and needs. These members will also work towards a goal of a regional communications plan for the NWA Metropolitan area. Ideally, these individuals are familiar with radio system management

and are in a position to convey information about any needs in the system moving forward to their respective City and County leadership. Any future expansion or enhancements recommendations will need to be brought forward through each entity's approval and budget processes.

Right to Cancel or Amend

The Parties recognize the importance of public-safety communications and that disruptions may create life-threatening situations. Neither party may unilaterally cancel the agreement contained herein during the term of this agreement. This agreement shall continue until either party gives the other party twenty-four (24) months advance written notice of an intention to cancel this agreement, which may be based on, but not limited to, the absence of funding necessary to perform the obligations of the party giving such notice. This agreement may be amended at any time upon mutual written agreement of the parties.

Conflict with Law

Any conflict between this agreement and laws subsequently established shall result in the conflicting provisions of this agreement being superceded by such law. In such event, any party whose rights or obligations are adversely affected by such subsequent law shall have the right to issue to the other party a notice of termination of the affected party's obligations under this agreement effective on the effective date of such subsequent law.

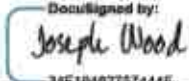
Entire Agreement

Neither party to this agreement is the agent of the other for the purposes of this agreement. No employee or contractor of one party shall become the employee or agent of the other party by participating in the joint communication activities of this agreement.

This Memorandum of Understanding contains the entire agreement of all parties, and all prior communications, oral or written, are without any force and effect, as it is the specific intent of the parties that this agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this agreement is the result of good faith, arms-length negotiations.

On this _____ day of _____ 2021.

Washington County

By:  _____
34F18462757444F
Judge

By:  _____
ABF7527CDFBB45C
County Attorney

City of Springdale

By: _____
Mayor

Attest:
By: _____
City Clerk

City of Fayetteville

By: _____
Mayor

Attest:
By: _____
City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
PROPERTY LOCATED AT 3377 W. HUNTSVILLE
AVENUE, SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS.**

WHEREAS, Brandee Madewell currently owns property located at 3377 W. Huntsville Avenue, Springdale, Washington County, Arkansas, Parcel Number 815-29875-030, ("the Property"), and more particularly described as follows:

A part of the Northeast Quarter of the Southwest Quarter of Section 34, Township 18 North, Range 30 West, being more particularly described as follows: Beginning at a point which is S89°50'18"W 396.00 feet from the Northeast corner of said 40 acre tract, and running thence S00°10'43"W 449.11 feet, thence S89°50'18"W 429.16 feet, thence N00°09'42"W 199.11 feet, thence N00°31'19"W 250.00 feet, thence N89°50'18"E 433.40 feet to the point of beginning containing 4.43 acres more or less, subject to that portion in street right-of-way on the north side of herein described tract, and subject to a 25 foot wide access easement on the east and west side of herein described tract, and subject to that portion in utility easements of record.

WHEREAS, the owner has agreed to sell the Property to the City of Springdale for the total sum of \$443,000.00;

WHEREAS, the City wishes to purchase the Property upon the receipt of an appraisal showing the value of the Property to be at least \$443,000.00; and

WHEREAS, the City plans to use the Property for the relocation and construction of a Fire Station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized, upon receipt of an appraisal of the Property showing the value of the Property to be at least \$443,000.00, to execute all documents necessary for the acquisition of the Property in the amount of \$443,000.00, plus associated costs, to be paid from the City's General funds.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

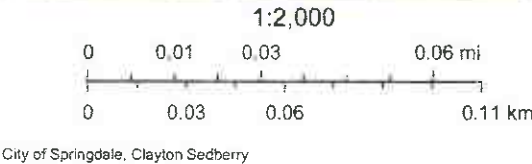
Ernest B. Cate, City Attorney

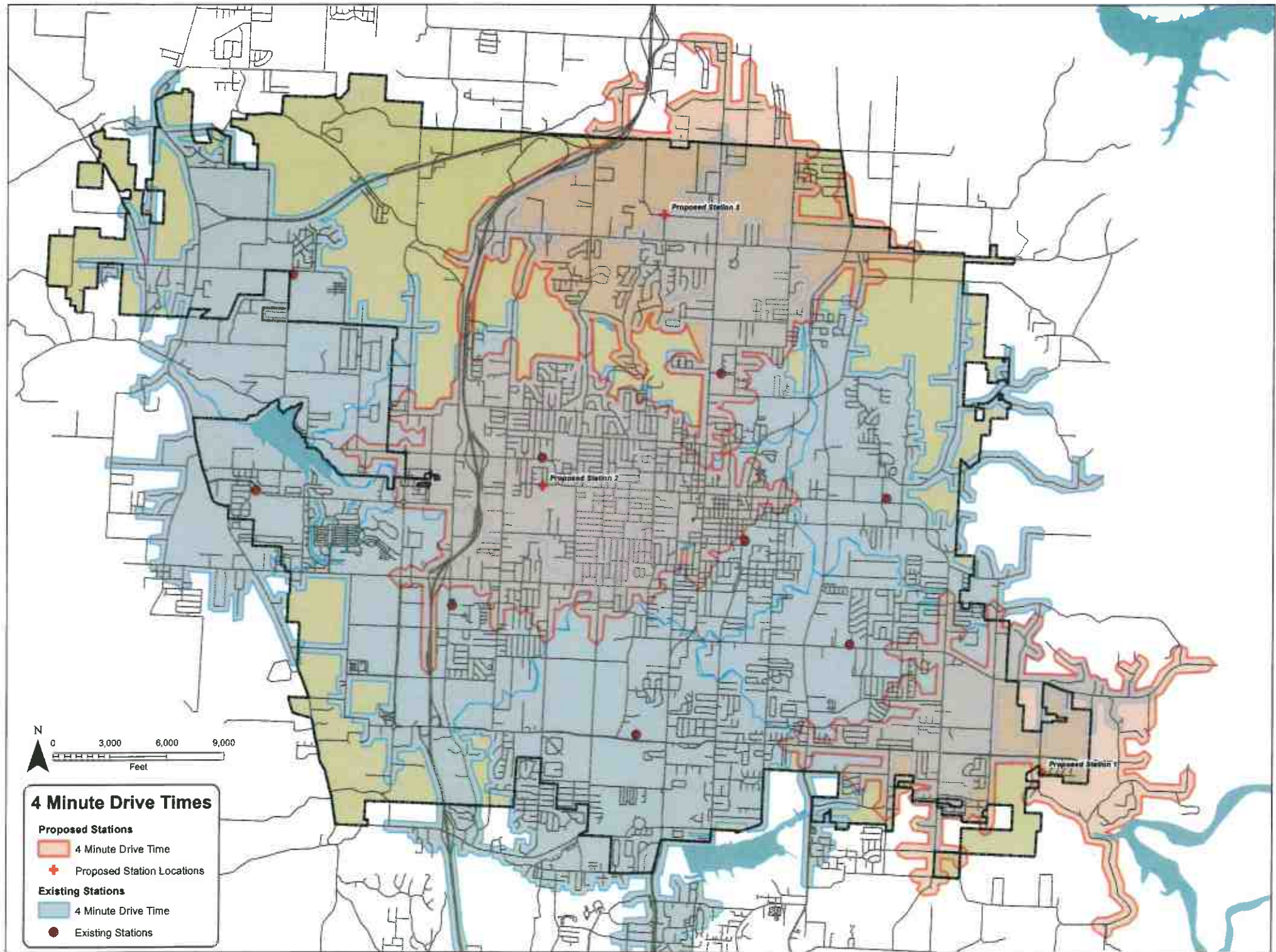
City of Springdale Zoning Map



April 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 |





RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN "OPTION AGREEMENT FOR THE PURCHASE OF REAL ESTATE" ON PROPERTY OWNED BY THE CITY OF SPRINGDALE.

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

Washington County Tax Parcel Nos. 815-28738-210 & 815-28738-230, and as shown on the attached Exhibit "A" which is incorporated herein by reference.

EXHIBIT "A"

Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, described as beginning at a point 330 feet West and 200 feet South of the NE Corner of said 40 acre tract, thence South 1120 feet, thence East 165 feet, thence North 1120 feet, thence West 165 feet to the point of beginning, and

Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, described as follows, to-wit: Beginning at a point 500 feet South of the NE Corner of said 40 acre tract, thence South 820 feet, thence West 165 feet, thence North 820 feet, thence East 165 feet to the point of beginning.

And an easement for ingress and egress, described as follows, to-wit: Beginning at the NE Corner of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, run thence South 610 feet, thence West 165 feet to the true point of beginning, thence North 610 feet, thence West 15 feet, thence South 610 feet, thence East 15 feet to the true point of beginning.

LESS AND EXCEPT: Part of the SE 1/4 of the SE 1/4 of Section 13, Township 18 North, Range 29 West, described as follows: Beginning at a point 500 feet South of the NE Corner of said 40 acre tract, thence South 110 feet, thence West 165 feet, thence North 110 feet, thence East 165 feet to the point of beginning. LESS AND EXCEPT: Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: commencing at a found railroad spike, used as the NE Corner of the SE 1/4 of the SE 1/4; thence North 87 degrees 33 minutes 07 seconds West 165.0 feet; thence South 2 degrees 29 minutes 56 seconds West 203.79 feet to a set 5/8" diameter iron pin and the point of beginning; thence continue South 2 degrees 29 minutes 56 seconds West 120.00 feet to a 5/8" diameter iron pin; thence North 87 degrees 33 minutes 07 seconds West 167.31 feet to a set 5/8" diameter iron pin; thence North 2 degrees 14 minutes 57 seconds East 120.00 feet to a set 5/8" diameter iron pin; thence South 87 degrees 33 minutes 07 seconds East 167.83 feet to the point of beginning, containing 0.46 acres, more or less.

WHEREAS, Community Development Corporation of Bentonville/Bella Vista, Inc., and its assigns, wishes to hold an option to purchase the Property;

WHEREAS, the City of Springdale is acceptable with the terms of an Option Agreement for the Purchase of Real Estate, which is attached hereto as Exhibit "B" and is incorporated herein by reference, which memorializes the agreement between the parties;

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute the attached Option Agreement for the Purchase of Real Estate, attached hereto, with Community Development Corporation of Bentonville/Bella Vista, Inc.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

City of Springdale Zoning Map



April 27, 2021

- Form-Based Code District Overlay

S.E.E.D. Overlay District - Outline

Washington Co. Parcels
- Benton Co. Parcels

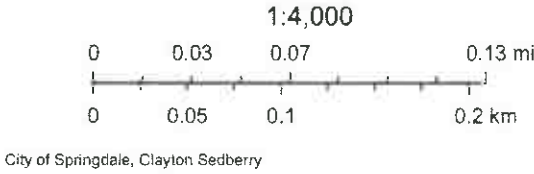
SCHOOLS
- STREAMS

MAIN CHANNEL

TRIBUTARY
- LAKES

Buildings

RAILROAD



OPTION AGREEMENT FOR THE PURCHASE OF REAL ESTATE

THIS OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY (hereinafter "Agreement") is entered on this ____ day of May, 2021, by and between the **City of Springdale** located at 201 N. Spring St., Springdale, AR 72762 (hereinafter "Owner"), and **Community Development Corporation of Bentonville/Bella Vista, Inc. or assigns**, located at 808 N. Main St., Bentonville, AR 72712 (hereinafter "Purchaser").

WITNESSETH

WHEREAS, Owner is owner of certain parcels of real property, located in Washington County, State of Arkansas, more particularly described on attached Exhibit "A" (hereinafter the "Property");

WHEREAS, Owner is holding said Property and is willing to allow Purchaser to complete various predevelopment activities on said Property if Purchaser so chooses, at Purchaser's expense, more particularly described on attached Exhibit "B";

WHEREAS, Purchaser desires to obtain an option to purchase the Property within a certain period of time (hereinafter "Option"), in order to protect Purchaser's potential investment of time and money;

WHEREAS, Owner is willing to give Purchaser said Option in return for the financial consideration as set forth in this Agreement,

WHEREAS, the parties desire to reduce their agreement to writing.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties stipulate and agree as follows:

AGREEMENT

1. **Property.** Owner represents and warrants that it is the beneficial and rightful owner of the Property, with good and marketable title free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character.

2. **Granting and Exercising of Option.** Owner grants Purchaser an irrevocable Option to Purchase the Property on the terms and conditions set forth in this Agreement. Purchaser may exercise this Option unilaterally at any time during the term it is offered. Purchaser shall exercise this Option by delivering written notice to Owner's address, as set forth above, with standard U.S. postmarked mail service.

3. **Option Price.** The consideration Purchaser shall pay for the "Option" to purchase the Property, shall be one dollar (\$1.00) (hereinafter "Option Price"). This Option Price shall be non-refundable and payable upon the execution of this Agreement.

4. **Option Term.** The term of this Agreement, and the term during which Owner grants this Option to Purchaser, is for the period beginning upon the execution of this Agreement and expiring on December 31st, 2022.

5. **Purchase Price.** If Purchaser exercises this Option, the price Purchaser shall pay for the Property shall be Two Hundred Sixty Thousand Dollars (\$260,000.00) (hereinafter "Purchase Price"). Said Purchase Price is based on an appraisal obtained by Owner.

6. **Closing.** Closing for said Purchase under this Option shall take place within sixty (60) days of Purchaser giving written notice to Owner, notifying Owner of said intent to exercise said Option (hereinafter "Closing"). However, at no time shall Closing take place later than March 1st, 2023. Therefore, Purchaser shall notify owner of its intent to exercise this Option no later than December 31st, 2022.

7. **Payment of Purchase Price.** Upon Purchaser's exercise of this Option, the Purchaser shall pay for the entire Purchase Price, in cash or its equivalent, at Closing.

8. **Title.** Upon the terms and conditions agreed to and set forth herein, at the Closing, Owner shall convey to Purchaser, by standard warranty deed, with good and indefeasible marketable title in fee simple to the Property free and clear of any and all liens, encumbrances, conditions, easements, restrictions and other conditions, except for the Permitted Exceptions.

9. **Closing Costs.** The parties agree to apportion Closing costs based on standard real estate sales and purchase agreements in the State of Arkansas, including standard apportionment for costs such as property tax, etc.

10. **Title Policy.** If Purchaser so desires, at Closing, Owner shall deliver to Purchaser a standard coverage form of Owner Policy of Title Insurance in the full amount of the Purchase Price, insuring Purchaser's indefeasible fee simple title to the Property subject only to the Permitted Exceptions and taxes for the year of Closing and subsequent assessments for prior years due to change in land usage or ownership.

11. **Liens Against Property.** Owner and Purchaser hereby agree that there shall be no liens placed upon the Property, by either Owner or Purchaser, during the term of this Agreement and the Property transferred to Purchaser upon the exercise of this Option shall be delivered free of all liens and/or encumbrances of any kind. Additionally, Purchaser shall indemnify and hold harmless the Owner against and from any and all liens, mechanics or otherwise that may be place upon this Property related either directly or indirectly to Purchaser's actions, or its agents or assigns.

12. **Liability for Purchaser's Potential Improvements.** Owner shall not be liable for any damage, either to person or property, sustained due to the operations or actions of Purchaser in its improvement of the property in any tangible or intangible manner. The parties agree that Purchaser shall have no duty or obligation of any kind to improve, upkeep or repair the Property. However, Purchaser shall not negatively impact the value of the Property, below the Purchase Price, due to the happening of any act of Purchaser, its agents, servants or employees, or shall be liable to Owner for said damage.

13. **Option Assignable.** Owner agrees that Purchaser may assign this Option on or before Closing.

14. Miscellaneous

A. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties.

B. **Survival.** All promises, representations and warranties intended to extend beyond the closing date shall survive the Closing.

C. **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered (a) when delivered, if personally delivered or by an overnight or other courier service, or (b) whether or not actually received, when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, addressed as follows:

Seller:

City of Springdale
Attn.: Mayor Doug Sprouse
201 N. Spring St.
Springdale, AR 72762

Purchaser:

CDC Bentonville/Bella Vista Inc.
808 N. Main St. #1
Bentonville, AR 72712

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

D. **Successors and Assigns.** All of the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

E. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, and venue for any disputes shall be in Benton County.

F. **Attorneys' Fees.** In the event that a legal action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to collect its costs of court, including reasonable attorneys' fees.

G. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

H. **Amendments.** No modification or amendment of this Agreement shall be effective unless made in writing and executed by both Owner and Purchaser. In the event any approval or consent is required pursuant to any provision of this Agreement, such approval or consent shall be deemed given only if it is in writing, executed by the party whose approval or consent is required.

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

PURCHASER

Community Development Corporation of
Bentonville/Bella Vista, Inc.

By: _____

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 Owner to this Agreement.

Doug Sprouse, Mayor

ATTEST: _____
Denise Pearce, City Clerk

STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this the ____ day of _____, 2021, before me, a Notary Public, qualified and acting, within and for the said County and State, appeared in person the within named _____ (being the person authorized by Purchaser herein to execute such instrument), to me personally known and who stated he/she was the _____ of Community Development Corporation of Bentonville/Bella Vista, Inc., and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said Purchaser, and further stated and acknowledged that he had so signed, executed and delivered foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

My Commission Expires:

STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

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

Notary Public

Exhibit "A"

Washington County Parcel #s 815-28738-210 & 815-28738-230

EXHIBIT "A"

Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, described as beginning at a point 330 feet West and 200 feet South of the NE Corner of said 40 acre tract, thence South 1120 feet, thence East 165 feet, thence North 1120 feet, thence West 165 feet to the point of beginning, and

Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, described as follows, to-wit: Beginning at a point 500 feet South of the NE Corner of said 40 acre tract, thence South 820 feet, thence West 165 feet, thence North 820 feet, thence East 165 feet to the point of beginning.

And an easement for ingress and egress, described as follows, to-wit: Beginning at the NE Corner of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, run thence South 610 feet, thence West 165 feet to the true point of beginning, thence North 610 feet, thence West 15 feet, thence South 610 feet, thence East 15 feet to the true point of beginning.

LESS AND EXCEPT: Part of the SE 1/4 of the SE 1/4 of Section 13, Township 18 North, Range 29 West, described as follows: Beginning at a point 500 feet South of the NE Corner of said 40 acre tract, thence South 110 feet, thence West 165 feet, thence North 110 feet, thence East 165 feet to the point of beginning. LESS AND EXCEPT: Part of the SE 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: commencing at a found railroad spike, used as the NE Corner of the SE 1/4 of the SE 1/4; thence North 87 degrees 33 minutes 07 seconds West 165.0 feet; thence South 2 degrees 29 minutes 56 seconds West 203.79 feet to a set 5/8" diameter iron pin and the point of beginning; thence continue South 2 degrees 29 minutes 56 seconds West 120.00 feet to a 5/8" diameter iron pin; thence North 87 degrees 33 minutes 07 seconds West 167.31 feet to a set 5/8" diameter iron pin; thence North 2 degrees 14 minutes 57 seconds East 120.00 feet to a set 5/8" diameter iron pin; thence South 87 degrees 33 minutes 07 seconds East 167.83 feet to the point of beginning, containing 0.46 acres, more or less.

Exhibit “B”

Anticipated pre-development activities:

- Financing commitment
- Appraisal
- Re-zoning
- Market Study
- Environmental clearance
- Site engineering
- Architectural design

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT AND A
CHANGE ORDER FOR PARK STREET
PROJECT NO 18BPS13**

WHEREAS, sealed bids were received on March 16, 2021 at 2:00 p.m. for two intersections on Park Street; and

WHEREAS, Crossland Heavy Contractors was the low bidder for this project at \$3,037,507.65: and

WHEREAS, the low bid exceeded our expectations and negotiations with the contractor resulted in a proposed cost reduction of \$232,816.00.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Crossland Heavy Contractors for construction of two intersections on Park Street for \$3,037,507.65.

Section 2. The Mayor is hereby authorized to execute change order number #1 to this contract.

Section 3. The Mayor is authorized to approve additional construction change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this 11th day of May, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



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

Construction Contract Change Order

Project:
Park Street Intersections Improvements (18BPS13)
Springdale, Arkansas
Garver Job No. 19T21050

Change Order No. 1

Date Prepared: April 20, 2021
Prepared by: Jeff Webb, PE

Owner:
City of Springdale
269 E. Randall Wobbe Ln.
Springdale, AR 72764

Contractor:
Crossland Heavy Contractors
501 S. East Ave.
Columbus, KS 66725

Description of Work Included in Contract
scope of work, paraphrased

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- A. Eliminate light pole fixtures and electrical conductors (wire). (Bid Items 31 & 103)
Light pole foundations/anchor bolts and conduit will still be installed along with pull rope.
- B. Switch stamped concrete at Caudle/Park Intersection to plain concrete on both 6" & 8" thicknesses (Bid Items 42 & 45)

Attachments: VE Pricing Email dated 4-7-2021

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	31	Street Lighting (Park/Caudle/Powell)	LS	1	\$195,000.00	1	\$108,360.00	\$195,000.00	\$108,360.00
B.	42	6" U.T. Stamped Colored Concrete (Truck Apron)	SY	898	\$139.00	0	\$139.00	\$124,822.00	\$0.00
B.	45	8" U.T. Stamped Colored Concrete (Splitter Islands)	SY	161	\$174.00	0	\$174.00	\$28,014.00	\$0.00
A.	103	Street Lighting (Park/Emma/Berry)	LS	1	\$149,000.00	1	\$84,020.00	\$149,000.00	\$84,020.00
B.	CO-1.1	6" U.T. Truck Apron Concrete	SY	0	\$0.00	898	\$64.00	\$0.00	\$57,472.00
B.	CO-1.2	8" U.T. Splitter Island Concrete	SY	0	\$0.00	161	\$88.00	\$0.00	\$14,168.00
								\$0.00	\$0.00

Summation of Cost \$496,836.00

Net Cost for this Change Order (\$232,816.00)

Estimated Project Cost

Estimated Project Cost

Original Contract Amount \$3,037,607.65
This Change Order (\$232,816.00)
New Contract Amount \$2,804,691.65

Time Change

Original Contract Start Date TBD
Original Contract Time (calendar days) 300
Additional Calendar Days granted by this Change Order 0
New Contract Time (calendar days) 300
Suspended Time
New Construction Completion Date TBD

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE

Engineer: Garver


Engineer's Signature

Project Manager

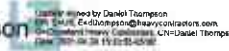
4-20-2021

Title

Date

ACCEPTED BY CONTRACTOR

Crossland Heavy Contractors


Daniel Thompson
Contractor's Signature

Vice President

04/20/201

Title

Date

APPROVED BY OWNER

City of Springdale

Owner's Signature

Title

Date

From: Wyman Morgan

From: Dan Thompson <dthompson@heavycontractors.com>
Sent: Wednesday, April 7, 2021 4:47 PM
To: Webb, D. Jeffrey <DJWebb@GarverUSA.com>
Subject: Park Street Intersection - Springdale
Good afternoon Jeff,
Sorry it took me this long to get this potential cost savings priced and sent over to you.

We have proposed 3 VE options for consideration:

- 1. Eliminate Light Pole fixtures & wire (Bid Items 31 & 103) -
Net Deduct \$151,620
 - a. We would still install the light pole foundations and run all conduit.
 - b. We would not purchase or install any light poles or pull any wire.
- 2. Switch Stamped concrete at Claudle to plain concrete on both 6" & 8" thicknesses (Bid Items 42 & 45) Net Deduct \$81,196
 - a. 6" concrete would be at unit price of \$64/SY matching unit price on Bid Item 32 quantity of 898 SY
 - b. 8" concrete priced at \$88/SY quantity of 161 SY
- 3. Closing Emma/Park Intersection for utility installs and total intersection reconstruct. 3-4 month duration Net Deduct \$92,769
 - a. MOT of traffic gets easier
 - b. Asphalt sub has fewer mobilizations
 - c. Increased efficiencies during construction.
 - d. NOTE: Water & Sewer work will be imperative to meet this schedule, and most likely we will Encounter some unknowns. We will need answers ASAP to be able to meet this construction window.

I realize that closing Emma is or could be seen very negatively by the city and rightfully so. But there is some definite cost savings there for us. I would propose to do this work over the summer starting as soon as school was out or shortly thereafter. I also realize that the city has the Rodeo of the Ozarks parade and involves this intersection being opened. That said, we could make temporary plans for this event and coordinate our work to have little to no effect on the parade. Any temporary improvements costs, depending on what all that involves would be priced and come off the net deduct for closing this intersection.

Total potential deduct is \$325,585 for a grand total of \$2,712,661.

Please let me know if you have any questions, and I look forward to hearing back from you or the city.



Thanks,

Dan Thompson
Arkansas Division Manager
705 S. Lincoln
Lowell, AR 72745

t: 479-347-7960
c: 479-366-1637



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

April 20, 2021

Ryan Carr, PE, CFM
Deputy Director of Engineering Operations
City of Springdale
269 E. Randall Wobbe Ln.
Springdale, AR 72764

Re: City of Springdale
Park Street Intersections Improvements
City Project No. 18BPS13
Recommendation of Award

Dear Ryan:

Bids were received for the "Park Street Intersections Improvements" in the online bid interface at 2:00 p.m. on March 16, 2021. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 2 bids were received on the project. Crossland Heavy Contractors submitted the low bid for the project in the amount of \$3,037,507.65. The Engineer's Opinion of Probable Cost was \$2,573,150.50.

Following the opening of the bid, Garver worked with Crossland Heavy Contractors to evaluate value engineering (VE) items for the project. Crossland Heavy Contractors provided the attached email with three VE items as a response on April 7, 2021. Out of the three items presented the following two items will be incorporated into the Contract with a subsequent Change Order:

VE Item #1: Eliminate light pole fixtures and wire - Net Deduct of \$151,620.00

VE Item #2: Switch stamped colored concrete at the Park/Caudle intersection with plain concrete – Net Deduct of \$81,196.00

Total value of VE Items: -\$232,816.00

New Contract Value: \$2,804,691.65

We believe that the bid submitted by Crossland Heavy Contractors along with the accepted VE Items represents a good value for the City of Springdale. We recommend that the construction contract for the "Park Street Intersections Improvements" be awarded to Crossland Heavy Contractors.

Mr. Carr
April 20, 2021
Page 2 of 2

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Digitally signed by D.
Jeffrey Webb
Date: 2021.04.20
15:44:09-05'00'

D. Jeffrey Webb, P.E.
Project Manager

Attachments: Bid Tabulation
VE Items Proposal Email
Change Order No. 1

L:\2019\19T21050 - Park Street Intersections\Bidding\Recommendation of Award\Park Street Intersection Recommendation to Award.docm

CITY OF SPRINGDALE PARK STREET INTERSECTIONS SUMMARY OF BIDS		ENGINEER'S ESTIMATE	CROSSLAND HEAVY	APAC CENTRAL
Bid Schedule 1	Park Street and Caudle Avenue Intersection Roadway, Drainage, And Lighting	\$ 1,080,267.00	\$ 1,203,591.00	\$ 1,544,278.89
Bid Schedule 2	Emma Avenue and Park Street Intersection Roadway, Drainage, And Lighting	\$ 1,057,043.50	\$ 1,243,974.45	\$ 1,489,381.72
Bid Schedule 3	Park Street and Caudle Avenue Water and Sewer Relocations	\$ 247,250.00	\$ 353,380.00	\$ 225,004.68
Bid Schedule 4	Emma Avenue and Park Street Water and Sewer Relocations	\$ 188,590.00	\$ 236,562.20	\$ 183,840.25
TOTAL:		\$ 2,573,150.50	\$ 3,037,507.65	\$ 3,442,505.54

CITY OF SPRINGDALE
PARK STREET INTERSECTIONS
BID TABULATION - SCHEDULE 1
PARK STREET AND CAUDLE AVENUE INTERSECTION
BID OPENING: March 16, 2021 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy		APAC Central	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	111	Roadway Construction Control	LS	1	\$10,000.00	\$10,000.00	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00
2	201	Clearing and Grubbing	LS	1	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$80,000.00	\$80,000.00
3	202	Undercut and Backfill	CY	3,000	\$30.00	\$90,000.00	\$25.00	\$75,000.00	\$38.00	\$108,000.00
4	202	Unclassified Excavation (Plan Quantity)	CY	2,028	\$15.00	\$30,390.00	\$14.00	\$28,364.00	\$18.00	\$36,488.00
5	202	Embankment (Plan Quantity)	CY	118	\$20.00	\$2,360.00	\$18.00	\$1,888.00	\$40.00	\$4,720.00
6	203	Subgrade Preparation (Plan Quantity)	SY	4,530	\$4.00	\$18,120.00	\$1.80	\$8,154.00	\$2.75	\$12,457.50
7	204	Curb Backfill and Grading	Sq	19	\$1,000.00	\$18,000.00	\$850.00	\$16,150.00	\$1,200.00	\$22,800.00
8	204	4" Topsoil Placement (Yard Areas)	SY	3,388	\$3.00	\$10,164.00	\$3.75	\$12,705.00	\$9.00	\$30,492.00
9	401	6" Aggregate Base Course	SY	4,530	\$10.00	\$45,300.00	\$16.00	\$72,480.00	\$13.00	\$58,890.00
10	403	Asphalt Concrete Hot Mix Surface Course	Ton	365	\$120.00	\$43,800.00	\$140.00	\$51,100.00	\$110.00	\$40,150.00
11	403	Asphalt Concrete Hot Mix Binder Course	Ton	620	\$100.00	\$62,000.00	\$118.00	\$73,780.00	\$95.00	\$58,900.00
12	405	Asphalt Concrete Patching for Maintenance of Traffic	Ton	25	\$200.00	\$5,000.00	\$440.00	\$11,000.00	\$301.67	\$7,541.75
13	501	Concrete Curb and Gutter (Type - A)	LF	1,334	\$20.00	\$26,680.00	\$18.50	\$24,679.00	\$30.00	\$40,020.00
14	501	Concrete Curb and Gutter (Type - B)	LF	532	\$20.00	\$10,640.00	\$21.50	\$11,438.00	\$50.00	\$26,800.00
15	502	4" Thick Concrete Sidewalk	SY	282	\$67.00	\$18,874.00	\$58.00	\$16,356.00	\$55.00	\$15,510.00
16	503	Concrete Driveway	SY	178	\$75.00	\$13,425.00	\$64.00	\$11,456.00	\$80.00	\$14,320.00
17	503	Asphalt / Concrete Driveway Removal	SY	725	\$17.00	\$12,325.00	\$13.00	\$9,425.00	\$15.00	\$10,875.00
18	505	Seeding	AC	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00
19	505	Sodding	SY	3,388	\$4.50	\$15,246.00	\$4.50	\$15,246.00	\$5.00	\$16,940.00
20	505	Additional Watering	MG	100	\$45.00	\$4,500.00	\$50.00	\$5,000.00	\$58.00	\$5,800.00
21	507	6" Striping (Thermoplastic)	LF	2,272	\$2.50	\$5,680.00	\$4.25	\$9,656.00	\$3.00	\$6,816.00
22	507	12" Striping (Thermoplastic)	LF	433	\$15.00	\$6,495.00	\$6.00	\$2,598.00	\$15.00	\$6,495.00
23	507	Pavement Symbols (Thermoplastic)	EA	22	\$350.00	\$7,700.00	\$350.00	\$7,700.00	\$500.00	\$11,000.00
24	508	Erosion Control	LS	1	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
25	510	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$28,000.00	\$28,000.00	\$70,000.00	\$70,000.00
26	511	Mobilization (not to exceed 5% of contract price)	LS	1	\$50,000.00	\$50,000.00	\$50,500.00	\$50,500.00	\$70,000.00	\$70,000.00
27	513	Cast-In-Place Tactile Panel	SF	407	\$35.00	\$14,245.00	\$15.00	\$6,105.00	\$21.00	\$8,547.00
28	513	Handicap Ramp Concrete	SY	174	\$75.00	\$13,050.00	\$70.00	\$12,180.00	\$70.00	\$12,180.00
29	516	Cold Milling Asphalt Pavement	SY	407	\$6.00	\$2,442.00	\$20.00	\$8,140.00	\$17.00	\$6,919.00
30	707	2" Non-Metallic Conduit (Irrigation Sleeves)	LF	32	\$15.00	\$480.00	\$10.00	\$320.00	\$10.00	\$320.00
31	SP-3	Street Lighting (Park/Caudle/Powell)	LS	1	\$182,000.00	\$182,000.00	\$195,000.00	\$195,000.00	\$290,447.64	\$290,447.64
32	SP-4	6" Thick Concrete Trail	SY	313	\$62.00	\$19,406.00	\$64.00	\$20,032.00	\$80.00	\$25,040.00
33	SP-5	Modular Block Retaining Wall	SF	50	\$60.00	\$3,000.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
34	SP-6	Remove, Salvage, and Reinstall Existing Decorative Fence	LF	152	\$60.00	\$9,120.00	\$46.00	\$6,992.00	\$80.00	\$9,120.00
35	SP-7	Furnish and Install Sign with Standard Support	EA	23	\$750.00	\$17,250.00	\$385.00	\$8,855.00	\$600.00	\$13,800.00
36	SP-7	Remove, Salvage, and Reinstall Sign with New Support	EA	2	\$250.00	\$500.00	\$194.00	\$388.00	\$850.00	\$1,700.00



CITY OF SPRINGDALE
PARK STREET INTERSECTIONS
BID TABULATION - SCHEDULE 1
PARK STREET AND CAUDLE AVENUE INTERSECTION
BID OPENING: March 16, 2021 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy		APAC Central	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
37	SP-8	Retaining Wall Integral with 6" Thick Sidewalk	LF	51	\$240.00	\$12,240.00	\$195.00	\$9,945.00	\$350.00	\$17,850.00
38	SP-11	Bike Repair Station, Installed	EA	1	\$4,800.00	\$4,800.00	\$2,900.00	\$2,900.00	\$8,000.00	\$8,000.00
39	SP-11	Benches, Installed	EA	1	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00
40	SP-11	Water Fountain, Installed	EA	1	\$12,000.00	\$12,000.00	\$11,000.00	\$11,000.00	\$20,000.00	\$20,000.00
41	SP-11	Waste Receptacle, Installed	EA	1	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00
42	SP-12	6" U.T. Stamped Colored Concrete (Truck Apron)	SY	898	\$100.00	\$89,800.00	\$138.00	\$124,822.00	\$200.00	\$179,600.00
43	SP-12	8" U.T. Stamped Colored Concrete (Splitter Islands)	SY	161	\$110.00	\$17,710.00	\$174.00	\$28,014.00	\$200.00	\$32,200.00
44	SP-13	Building Demolition and Disposal	LS	1	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00
45	SP-14	Concrete Speed Table	EA	2	\$12,000.00	\$24,000.00	\$8,500.00	\$17,000.00	\$5,500.00	\$11,000.00
46	SP-16	Rectangular Rapid Flashing Beacon (RRFB)	EA	4	\$13,250.00	\$53,000.00	\$8,400.00	\$33,600.00	\$12,000.00	\$48,000.00
47	SP-19	Concrete Curb (Type 1 Special) (1'-0")	LF	202	\$25.00	\$5,050.00	\$27.00	\$5,454.00	\$40.00	\$8,080.00
48	SP-19	Concrete Curb (Type 2 Special) (1'-0")	LF	247	\$25.00	\$6,175.00	\$27.00	\$6,669.00	\$40.00	\$9,880.00
49	SP-20	Remove, Salvage, and Reinstall Business Sign	EA	1	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
TOTALS						\$1,080,267.00		\$1,203,591.00		\$1,544,278.89



CITY OF SPRINGDALE
PARK STREET INTERSECTIONS
BID TABULATION - SCHEDULE 2
EMMA AVENUE AND PARK STREET INTERSECTION
BID OPENING: March 16, 2021 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy		APAC Central	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
50	111	Roadway Construction Control	LS	1	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00	\$28,000.00	\$28,000.00
51	112	Trench and Excavation Safety Systems	LS	1	\$2,000.00	\$2,000.00	\$13,000.00	\$13,000.00	\$3,500.00	\$3,500.00
52	201	Clearing and Grubbing	LS	1	\$40,000.00	\$40,000.00	\$63,000.00	\$63,000.00	\$18,217.55	\$18,217.55
53	202	Undercut and Backfill	CY	1,900	\$30.00	\$57,000.00	\$25.00	\$47,500.00	\$35.74	\$67,906.00
54	202	Rock Excavation	CY	100	\$200.00	\$20,000.00	\$80.00	\$8,000.00	\$202.61	\$20,261.00
55	202	Unclassified Excavation (Plan Quantity)	CY	1,134	\$15.00	\$17,010.00	\$14.00	\$15,876.00	\$17.76	\$20,139.84
56	202	Embankment (Plan Quantity)	CY	20	\$20.00	\$400.00	\$19.00	\$380.00	\$50.61	\$1,012.20
57	203	Subgrade Preparation (Plan Quantity)	SY	2,769	\$4.00	\$11,076.00	\$1.60	\$4,430.40	\$3.30	\$9,137.70
58	204	Curb Backfill and Grading	Sq	18	\$1,000.00	\$18,000.00	\$850.00	\$15,300.00	\$1,171.83	\$21,092.94
59	204	4" Topsoil Placement (Yard Areas)	SY	714	\$3.00	\$2,142.00	\$3.75	\$2,677.50	\$6.55	\$4,676.70
60	301	18" Class III R.C. Pipe, Within Roadway	LF	175	\$100.00	\$17,500.00	\$138.00	\$24,150.00	\$74.08	\$12,964.00
61	301	36" Class III R.C. Pipe, Within Roadway	LF	166	\$180.00	\$29,880.00	\$225.00	\$37,350.00	\$123.87	\$20,528.22
62	301	23" X 14" Class III Elliptical R.C. Pipe, Within Roadway	LF	33	\$125.00	\$4,125.00	\$159.00	\$5,247.00	\$110.80	\$3,648.80
63	301	30" X 19" Class III Elliptical R.C. Pipe, Within Roadway	LF	49	\$135.00	\$6,615.00	\$164.00	\$8,036.00	\$112.76	\$5,525.24
64	301	45" X 29" Class III Elliptical R.C. Pipe, Within Roadway	LF	113	\$180.00	\$20,340.00	\$285.00	\$29,945.00	\$166.87	\$18,856.31
65	301	60" X 36" Class III Elliptical R.C. Pipe, Within Roadway	LF	126	\$245.00	\$30,870.00	\$358.00	\$45,108.00	\$224.21	\$28,250.46
66	302	4" Drop Inlet (Type MO)	EA	3	\$4,200.00	\$12,600.00	\$6,000.00	\$18,000.00	\$3,923.44	\$11,770.32
67	302	6" Drop Inlet (Type MO)	EA	1	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$6,206.07	\$6,206.07
68	302	3' X 6' Drop Inlet (Type ST w/ Type C Neenah Grates)	EA	1	\$4,800.00	\$4,800.00	\$8,700.00	\$8,700.00	\$8,898.00	\$8,898.00
69	302	3' X 6' Drop Inlet (Type ST w/ Type C Neenah Grates)	EA	1	\$5,400.00	\$5,400.00	\$9,400.00	\$9,400.00	\$7,608.31	\$7,608.31
70	302	5' X 7' Drop Inlet (Type Special)	EA	1	\$7,200.00	\$7,200.00	\$9,300.00	\$9,300.00	\$8,665.03	\$8,665.03
71	302	6' X 7.5' Drop Inlet (Type Special)	EA	1	\$8,400.00	\$8,400.00	\$10,500.00	\$10,500.00	\$7,818.44	\$7,818.44
72	302	5' X 7.5' Drop Inlet (Type Special Reverse Throat)	EA	1	\$6,600.00	\$6,600.00	\$8,900.00	\$8,900.00	\$8,784.25	\$8,784.25
73	302	6' X 6' Drop Inlet (Type Special Reverse Throat)	EA	1	\$7,200.00	\$7,200.00	\$9,900.00	\$9,900.00	\$8,784.25	\$8,784.25
74	302	6" Junction Box (Circular)	EA	1	\$6,000.00	\$6,000.00	\$9,200.00	\$9,200.00	\$6,367.00	\$6,367.00
75	302	7' X 4' Junction Box (Type ST)	EA	2	\$6,000.00	\$12,000.00	\$9,300.00	\$18,600.00	\$8,158.82	\$12,317.64
76	302	7' X 7' Junction Box (Type ST)	EA	1	\$7,800.00	\$7,800.00	\$11,900.00	\$11,900.00	\$9,751.83	\$9,751.83
77	302	8" Drop Inlet Extension	EA	8	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00	\$1,236.62	\$9,892.96
78	401	6" Aggregate Base Course	SY	2,664	\$19.00	\$50,616.00	\$18.00	\$47,952.00	\$12.89	\$34,338.96
79	401	10" Aggregate Base Course	SY	134	\$16.00	\$2,144.00	\$27.00	\$3,618.00	\$20.52	\$2,749.68
80	403	Asphalt Concrete Hot Mix Surface Course	Ton	355	\$120.00	\$42,600.00	\$140.00	\$49,700.00	\$110.28	\$39,149.40
81	403	Asphalt Concrete Hot Mix Binder Course	Ton	500	\$100.00	\$50,000.00	\$120.00	\$60,000.00	\$89.42	\$44,710.00
82	405	Asphalt Concrete Patching for Maintenance of Traffic	Ton	25	\$200.00	\$5,000.00	\$440.00	\$11,000.00	\$342.10	\$8,552.50



CITY OF SPRINGDALE
PARK STREET INTERSECTIONS
BID TABULATION - SCHEDULE 2
EMMA AVENUE AND PARK STREET INTERSECTION
BID OPENING: March 16, 2021 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy		APAC Central	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
83	501	Concrete Curb and Gutter (Type - A)	LF	1,752	\$20.00	\$35,040.00	\$18.50	\$32,412.00	\$22.85	\$39,882.80
84	502	4" Thick Concrete Sidewalk	SY	160	\$57.00	\$9,120.00	\$58.00	\$9,280.00	\$55.16	\$8,825.60
85	503	Concrete Driveway	SY	270	\$75.00	\$20,250.00	\$64.00	\$17,280.00	\$59.47	\$16,056.90
86	503	Asphalt / Concrete Driveway Removal	SY	393	\$17.00	\$6,681.00	\$13.00	\$5,109.00	\$12.54	\$4,928.22
87	505	Seeding	AC	1	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,012.08	\$4,012.08
88	505	Sodding	SY	714	\$4.50	\$3,213.00	\$4.50	\$3,213.00	\$3.99	\$2,848.86
89	505	Additional Watering	MG	100	\$45.00	\$4,500.00	\$50.00	\$5,000.00	\$54.19	\$5,419.00
90	507	12" Striping (Thermoplastic)	LF	344	\$15.00	\$5,160.00	\$6.00	\$2,064.00	\$16.26	\$5,593.44
91	507	8" Striping (Thermoplastic)	LF	2,107	\$2.50	\$5,267.50	\$4.25	\$8,954.75	\$3.25	\$6,847.75
92	507	Pavement Symbols (Thermoplastic)	EA	14	\$350.00	\$4,900.00	\$350.00	\$4,900.00	\$433.50	\$6,069.00
93	509	Erosion Control	LS	1	\$20,000.00	\$20,000.00	\$7,200.00	\$7,200.00	\$10,000.00	\$10,000.00
94	510	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$19,000.00	\$19,000.00	\$50,000.00	\$50,000.00
95	511	Mobilization (not to exceed 5% of contract price)	LS	1	\$50,000.00	\$50,000.00	\$53,000.00	\$53,000.00	\$64,000.00	\$64,000.00
96	513	Cast-In-Place Tactile Panel	SF	385	\$35.00	\$13,525.00	\$15.00	\$5,825.00	\$19.83	\$7,772.35
97	513	Handicap Ramp Concrete	SY	41	\$75.00	\$3,075.00	\$70.00	\$2,870.00	\$62.48	\$2,561.68
98	516	Cold Milling Asphalt Pavement	SY	747	\$6.00	\$4,482.00	\$20.00	\$14,940.00	\$15.00	\$11,205.00
99	707	2" Non-Metallic Conduit (Irrigation Sleeves)	LF	141	\$15.00	\$2,115.00	\$10.00	\$1,410.00	\$9.21	\$1,298.61
100	707	3" Non-Metallic Conduit (SWEPCO)	LF	950	\$20.00	\$19,000.00	\$15.00	\$14,250.00	\$45.52	\$43,244.00
101	707	4" Non-Metallic Conduit (SWEPCO)	LF	400	\$30.00	\$12,000.00	\$19.00	\$7,600.00	\$59.61	\$23,844.00
102	707	6" Non-Metallic Conduit (SWEPCO)	LF	1,550	\$35.00	\$54,250.00	\$39.00	\$60,450.00	\$92.12	\$142,786.00
103	SP-3	Street Lighting (Emma/Park/Berry)	LS	1	\$126,000.00	\$126,000.00	\$149,000.00	\$149,000.00	\$300,000.00	\$300,000.00
104	SP-7	Furnish and Install Sign with Decorative Support	EA	8	\$1,800.00	\$14,400.00	\$750.00	\$6,000.00	\$1,083.78	\$8,670.08
105	SP-12	6" U.T. Stamped Colored Concrete (Sidewalk/Reps)	SY	682	\$100.00	\$68,200.00	\$139.50	\$95,138.00	\$210.83	\$143,854.26
106	SP-12	6" U.T. Stamped Colored Concrete (Islands)	SY	160	\$110.00	\$17,600.00	\$174.00	\$27,840.00	\$188.69	\$30,190.40
107	SP-15	Irrigation Adjustments	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
108	SP-17	12" Planting Soil Mixture, Installed	SY	190	\$15.00	\$2,850.00	\$23.00	\$4,370.00	\$19.88	\$3,777.20
109	SP-17	3" Shredded Hardwood Mulch, Installed	SY	190	\$30.00	\$5,700.00	\$9.50	\$1,805.00	\$6.29	\$1,175.10
110	SP-18	6" Schedule 40 PVC Pipe, Installed (Roof Drain)	LF	254	\$42.00	\$10,668.00	\$18.00	\$4,084.00	\$46.41	\$11,788.14
111	SP-19	Concrete Curb (Type 2 Special) (1'-0")	LF	169	\$25.00	\$4,225.00	\$27.00	\$4,563.00	\$49.35	\$8,340.15
112	SP-20	Remove, Salvage, and Reinstall Business Sign	EA	1	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$2,709.40	\$2,709.40
TOTALS						\$1,057,043.50		\$1,243,974.45		\$1,489,381.72



CITY OF SPRINGDALE
PARK STREET INTERSECTIONS
BID TABULATION - SCHEDULE 3
PARK STREET AND CAUDLE AVENUE WATER AND SEWER RELOCATIONS
BID OPENING: March 16, 2021 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy		APAC Central	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
113	SP-02	Utility Mobilization (Not to exceed 5%)	L.S.	1	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$8,670.08	\$8,670.08
114	SP-02	Utility Trench Excavation Safety Systems	L.S.	1	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$1,083.76	\$1,083.76
115	SP-02	Spot Dig and Verify Existing Utility Locations	L.S.	1	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$3,793.16	\$3,793.16
116	SP-02	8" DI Water Line	L.F.	900	\$80.00	\$72,000.00	\$165.00	\$148,500.00	\$99.71	\$89,739.00
117	SP-02	8" Gate Valve	EA.	10	\$3,000.00	\$30,000.00	\$2,400.00	\$24,000.00	\$2,167.52	\$21,675.20
118	SP-02	Ductile Iron Fittings for Water Line	LB.	1,500	\$15.00	\$22,500.00	\$10.50	\$15,750.00	\$10.84	\$16,260.00
119	SP-02	8"x8" Tapping Sleeve and Valve	EA.	4	\$5,400.00	\$21,600.00	\$5,950.00	\$23,800.00	\$8,502.56	\$26,010.24
120	SP-02	8" Water Line Cut and Cap	EA.	2	\$1,500.00	\$3,000.00	\$3,600.00	\$7,200.00	\$1,950.77	\$3,901.54
121	SP-02	Fire Hydrant Assembly	EA.	4	\$6,700.00	\$26,800.00	\$7,250.00	\$29,000.00	\$6,060.06	\$24,276.24
122	SP-02	Salvage Fire Hydrant	EA.	1	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$867.01	\$867.01
123	SP-02	Relocate Water Service and Meter Set	EA.	7	\$1,500.00	\$10,500.00	\$2,500.00	\$17,500.00	\$1,842.39	\$12,896.73
124	SP-02	Flowable Fill for Abandoned 8" Pipe	L.F.	610	\$25.00	\$20,250.00	\$23.00	\$16,830.00	\$9.50	\$5,265.00
125	SP-02	Adjust Manhole to Grade	EA.	2	\$1,800.00	\$3,600.00	\$700.00	\$1,400.00	\$1,063.76	\$2,167.52
126	SP-02	Trench Undercut and Backfill	C.Y.	100	\$60.00	\$6,000.00	\$70.00	\$7,000.00	\$43.35	\$4,335.00
127	SP-02	Rock Excavation for Utilities	C.Y.	25	\$200.00	\$5,000.00	\$300.00	\$7,500.00	\$108.38	\$2,709.50
128	SP-02	Adjust Water Valve to Grade	EA.	5	\$600.00	\$3,000.00	\$300.00	\$1,500.00	\$270.84	\$1,354.70
TOTALS						\$247,250.00		\$353,380.00		\$225,004.68



CITY OF SPRINGDALE
PARK STREET INTERSECTIONS
BID TABULATION - SCHEDULE 4
EMMA AVENUE AND PARK STREET WATER AND SEWER RELOCATIONS
BID OPENING: March 16, 2021 - 2:00 p.m.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		Crossland Heavy		APAC Central	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
129	SP-02	Utility Mobilization (Not to exceed 5%)	L.S.	1	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00	\$8,670.08	\$8,670.08
130	SP-02	Utility Trench Excavation Safety Systems	L.S.	1	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$1,625.64	\$1,625.64
131	SP-02	Spot Dig and Verify Existing Utility Locations	L.S.	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$3,793.16	\$3,793.16
132	SP-02	12" DI Water Line	L.F.	391	\$90.00	\$35,190.00	\$185.00	\$72,335.00	\$157.15	\$61,445.65
133	SP-02	12" Butterfly Valve	EA	2	\$3,600.00	\$7,200.00	\$4,500.00	\$9,000.00	\$3,793.16	\$7,586.32
134	SP-02	Ductile Iron Fittings for Water Line	L.B.	2,000	\$15.00	\$30,000.00	\$10.50	\$21,000.00	\$10.84	\$21,680.00
135	SP-02	12"x12" Tapping Sleeve and Valve	EA	2	\$9,000.00	\$18,000.00	\$10,758.60	\$21,517.20	\$11,821.36	\$23,642.72
136	SP-02	6"x6" Tapping Sleeve and Valve	EA	1	\$5,400.00	\$5,400.00	\$5,900.00	\$5,900.00	\$6,502.56	\$6,502.56
137	SP-02	Swing Connection	EA	1	\$3,600.00	\$3,600.00	\$4,450.00	\$4,450.00	\$3,251.28	\$3,251.28
138	SP-02	6" Water Line Cut and Cap	EA	1	\$1,500.00	\$1,500.00	\$3,050.00	\$3,050.00	\$1,950.77	\$1,950.77
139	SP-02	12" Water Line Cut and Cap	EA	3	\$1,800.00	\$5,400.00	\$3,450.00	\$10,350.00	\$3,034.53	\$9,103.59
140	SP-02	Concrete Anchor Collar Block	EA	1	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$1,625.64	\$1,625.64
141	SP-02	Fire Hydrant Assembly	EA	1	\$6,700.00	\$6,700.00	\$7,200.00	\$7,200.00	\$6,069.05	\$6,069.05
142	SP-02	Salvage Fire Hydrant	EA	1	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$867.01	\$867.01
143	SP-02	Relocate Water Service and Meter Set	EA	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$1,842.39	\$3,684.78
144	SP-02	Flowable Fill for Abandoned 12" Pipe	L.F.	290	\$85.00	\$24,650.00	\$23.00	\$6,670.00	\$10.84	\$3,143.60
145	SP-02	Flowable Fill for Abandoned 6" Pipe	L.F.	30	\$25.00	\$750.00	\$25.00	\$750.00	\$8.50	\$195.00
146	SP-02	20" Steel Encasement by Open Cut	L.F.	53	\$250.00	\$13,250.00	\$195.00	\$10,335.00	\$243.85	\$12,924.05
147	SP-02	Concrete Cap	L.F.	55	\$90.00	\$4,950.00	\$71.00	\$3,905.00	\$37.93	\$2,086.15
148	SP-02	Trench Undercut and Backfill	C.Y.	50	\$60.00	\$3,000.00	\$70.00	\$3,500.00	\$43.35	\$2,167.50
149	SP-02	Rock Excavation for Utilities	C.Y.	15	\$200.00	\$3,000.00	\$300.00	\$4,500.00	\$106.36	\$1,625.70
TOTALS						\$188,590.00		\$238,562.20		\$183,840.25



1. Eliminate Light Pole fixtures & wire (Bid Items 31 & 103)
 - Net Deduct \$151,620
 - a. We would still install the light pole foundations and run all conduit.
 - b. We would not purchase or install any light poles or pull any wire.
2. Switch Stamped concrete at Claudle to plain concrete on both 6" & 8" thicknesses (Bid Items 42 & 45)
 - Net Deduct \$81,196
 - a. 6" concrete would be at unit price of \$64/SY matching unit price on Bid Item 32 quantity of 898 SY
 - b. 8" concrete priced at \$88/SY quantity of 161 SY
3. Closing Emma/Park Intersection for utility installs and total intersection reconstruct. 3-4 month duration
 - Net Deduct \$92,769
 - a. MOT of traffic gets easier
 - b. Asphalt sub has fewer mobilizations
 - c. Increased efficiencies during construction.
 - d. NOTE: Water & Sewer work will be imperative to meet this schedule, and most likely we will Encounter some unknowns. We will need answers ASAP to be able to meet this construction window.



Dan Thompson
Arkansas Division Manager
705 S. Lincoln
Lowell, AR 72745

t: 479-347-7960
c: 479-366-1637
dthompson@heavycontractors.com
www.heavycontractors.com



RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE INTENT OF THE
CITY OF SPRINGDALE, ARKANSAS, TO CONSTRUCT A
NEW AIRPORT HANGAR AT THE SPRINGDALE
MUNICIPAL AIRPORT**

WHEREAS, the Springdale Municipal Airport is one of the busiest airports in the State of Arkansas;

WHEREAS, there is currently a waiting list for individuals wishing to utilize airport hangar space at the Springdale Municipal Airport;

WHEREAS, given the need for additional airport hangar space, the City of Springdale wishes to make a commitment to construct a new 100' x 100' airport hangar at the Springdale Municipal Airport;

WHEREAS, the City of Springdale wishes to avail itself of grant funding which is available for airports;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City hereby expresses its intent to construct a new 100' x 100' airport hangar at the Springdale Municipal Airport, to help address the ongoing need for additional airport hangar space at the Springdale Municipal Airport; and a copy of this Resolution shall be communicated to state and federal airport authorities, so that they will be aware of the City of Springdale's intentions.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

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

WHEREAS, Zach Davis has petitioned for the abandonment of a portion of a utility easement on Lot 2, Willow Bend Subdivision Phase 1, to the City of Springdale, Washington County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, also known as Washington County Tax Parcel No. 815-35229-000, 3250 Willow Bend Circle, and being more particularly described as follows:

Commencing at a set rebar with cap marking the Northwest Corner of Lot 2. Thence along the North line of said Lot 2, South 87 degrees 36 minutes 46 seconds East, 41.00 feet. Thence leaving said North line, South 03 degrees 06 minutes 10 seconds West, 23.91 feet to the Point of Beginning. Thence continue South 03 degrees 06 minutes 10 seconds West, 34.01 feet. Thence North 87 degrees 59 minutes 07 seconds West, 3.70 feet. Thence North 02 degrees 00 minutes 53 seconds East, 34.00 feet. Thence South 87 degrees 59 minutes 07 seconds East to the Point of Beginning containing 176.78 square feet.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that June 8, 2021, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

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

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

PROPERTY OWNER: Brick City Capitol
LEGAL DESCRIPTION: Lot 8, 9, 10, 11, 12 and 35 feet of equal and uniform width of the West side of Lot 13, in Block 5, of the Picnic Addition, to the City of Springdale, Washington County, Arkansas
LAYMAN'S DESCRIPTION: 309 Park Street
PARCEL NO.: 815-24896-000

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

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

\$493.75 clean-up costs and \$29.10 administrative costs – 309 Park Street (815-24896-000)

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

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

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

\$522.85, plus 10% for collection – 309 Park Street (815-24896-000)

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

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

USPS TRACKING #
9590 9402 5688 9346 5667 56
LITTLE ROCK AR 72114
PM 3
Permit No. G-10
48822021

United States Postal Service
* Sender: Please print your name, address, and ZIP+4® in this box *
OFFICE OF THE
CITY ATTORNEY
281 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764
206 SOUTHWEST
Bair

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

2. Article Number (Transfer from sender label)
7019 2970 0000 7257 3892

9590 9402 5688 9346 5667 56

North Little Rock, AR 72114
One Riverfront Place, Suite 800
Hillburn, Calhoun, & Harper
Registered Agent: Katie Davidson
Arvest Bank

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

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

4. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:
A. Signature X
B. Received by (Printed Name) BRITNEY LEON
C. Date of Delivery 4/5/21
D. Is delivery address different from item 1? ☐ Yes ☐ No

COMPLETE THIS SECTION ON DELIVERY

Domestic Return Receipt

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov



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

Steve Helms
Investigator
sheims@springdalear.gov

Lynda Belvedere
Administrative Legal Assistant
lbelvedere@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

April 13, 2021

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

Brick City Capital
6506 W. Pagnosa Place
Fayetteville, AR 72704

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Arvest Bank
Registered Agent: Katie Davidson
Hillburn, Calhoun, & Harper
One Riverfront Place, Suite 800
North Little Rock, AR 72114

RE: Notice of clean-up lien on property located at 309 Park Street, Springdale, Washington County, Arkansas, Tax Parcel No. 815-24896-000

Dear Property Owner/Lienholder:

On February 1, 2021, notice was posted on property located at 309 Park Street, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on February 2, 2021, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about March 12, 2021. As of this date, the total costs incurred by the City of Springdale to clean this property are \$493.75. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale,

which will include certified mailing fee in the amount of \$7.05 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before May 11, 2021, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, May 11, 2021, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$507.85, which includes \$493.75 for cleaning up the property and \$14.10 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Lynda Belvedresi, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. .

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

This letter is also being mailed by regular mail to Brick City Capital, LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,



Ernest B. Cate
City Attorney

Enclosures
EC:lb

City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764



Phone 479-756-7712 SPRINGDALE

CITY ABATEMENT-2021 - Friday, March 12, 2021 8:51:58 AM (RANDY-CODE 4)

User Name RANDY-CODE 4
User # 4792634221
Form Started 3/12/2021 8:51:58 AM
Form Submitted 3/12/2021 9:05:46 AM
Property Address 309 Park
Before Picture Attached Data



Before Picture

Attached Data



Type of Abatement Lien

Date of Abatement Friday, March 12, 2021 8:51:00 AM

Officer on Site R. Glenn

Labor Rate Recovery

Employee

HH Benefit Rate

JM Benefit Rate

Method of Compliance

Lien

Friday, March 12, 2021 8:51:00 AM

R. Glenn

Henry Hernandez, Horatio Jose Mejia

\$54.84

\$13.59

1 Method of Compliance	Property Clean Up - Junk and Trash
Equipment Used	
Equipment	660/652 New Bulky Waste Truck,6031 Service Truck-Landscaping,6013 Service Pick Up Truck
660 New Bulky Waste Truck	\$200.00
6031 Service Truck-Landscaping	\$35.00
6013 Service Pick up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Rate	72.00
Recovery	
Employee labor recovery per hour	68.43
Total Employee Cost	68.43
Equipment Cost per hour	235.00
Total Equipment Cost	235.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	493.75
Items Removed from Property	Brush, dead limbs, junk and trash
Final Photos	Attached Data
	