

CITY OF SPRINGDALE
Committee Agendas
Monday, October 3rd, 2022
Tiered Training Room (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing payment of an invoice (Project No. 18BPS12-Har-Ber: 40th Street to Gutensohn Road). Presented by Ryan Carr, Engineering. Pgs. 1-11
2. **A Resolution** expressing the willingness of the City of Springdale to utilize federal funding for the following project: Carbon Reduction (CRP), planning and design. Presented by Mike Peters, Active Transportation Coordinator. Pg. 12
3. **A Resolution** expressing the willingness of the City of Springdale to partner with the Arkansas Department of Transportation for the I-49 to HWY 265 Springdale Bypass (S) Project (Job 090621). Presented by Mayor Doug Sprouse. Pgs. 13-16
4. **A Resolution** authorizing the sale of property to Leisure Homes Corporation located at 226 McCollough Drive. Presented by Patsy Christie, Planning Director. Pgs. 17-28
5. **A Discussion** on the ATCO Rubber Products, Inc., property located at 1403 S. Powell Street. Presented by Mayor Doug Sprouse. Pgs. 29-31
6. **A Discussion** on bonuses for City Employees. Presented by Councilman Brian Powell.

Police and Fire Committee by Chairman Brian Powell

7. **A Resolution** amending the 2022 Budget of the City of Springdale Police Department. Presented by Frank Gamble, Police Chief. Pgs. 32-33

Ordinance Committee by Chairman Mike Overton

8. **An Ordinance** amending Ordinance No. 5498 to amend the Downtown Springdale Outdoor Dining District; declaring an emergency; and for other purposes. Presented by Jill Dabbs, Downtown Springdale Alliance. Pgs. 34-35
9. **An Ordinance** amending Chapter 22-91 of the Code of Ordinances of the City of Springdale, Arkansas. Presented by Mike Chamlee, Chief Building Inspector. Pgs. 36-37

Committee of the Whole

10. **A Discussion** on cell towers. Presented by Councilwoman Amelia Williams.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING PAYMENT OF AN
INVOICE**

PROJECT NO. 18BPS12

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and;

WHEREAS, the City of Springdale has contracted with Crossland Heavy Contractors to construct the Har-Ber Avenue Extension from 40th Street to Gutensohn Road, and;

WHEREAS, the City has received an invoice of \$1,528,040.32, and;

**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 pay Crossland Heavy Contractors \$1,528,040.32 with funds from the 2018 Street Bond Fund.

PASSED AND APPROVED this _____ day of October, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



MONTHLY INVOICE PREPARED BY GARVER

PROJECT NAME:	Har-Ber Avenue Extension - 40th Street to Gutensohn	INVOICE NUMBER:	3
OWNER:	City of Springdale 201 Spring Street Springdale, AR 72764	FROM:	08/01/22
		TO:	08/31/22
CONTRACTOR:	Crossland Heavy Contractors, Inc. 501 S. East Avenue Columbus, KS 66725	GARVER PROJECT NUMBER:	1804-7150
		CONTRACT COMPLETION DATE:	06/15/23
CONTRACT DATE:	April 26, 2022	DATE WORK BEGAN:	06/21/22
		SUBSTANTIAL COMPLETION:	
CONTRACT AMOUNT:		CONSTRUCTION TIME:	
ORIGINAL:	\$ 11,386,350.15	ALLOTTED:	360 Calendar Days
CHANGE ORDERS:	\$ (1,400,655.30)	SUSPENDED:	Calendar Days
REVISED:	\$ 9,985,694.85	USED:	71 Calendar Days

25% of Contract Amount Used To-date

20% of Contract Time Used To-Date

Weather Time Added This Invoice	0	Total Weather Time To Date	0
Other Delays Claimed This Invoice	0	Total Other Delays To Date	0

CERTIFICATION, RECOMMENDATION, & APPROVAL

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) all contract labor standards requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work; and (5) the quantities shown on the attached Unit Price Schedule reflect the quantities complete at the closing date of this invoice period.

Certified By:

CONTRACTOR: Crossland Heavy Contractors, Inc.

By: Jason Necessary

Date: 09/12/2022

Recommended By:

ENGINEER: Garver

By: Seth Yancey
Digitally signed
by Seth Yancey
Date: 2022.09.13
08:00:02-05'00'

Date: _____

Approval for Payment By:

OWNER: City of Springdale

Approved By: [Signature]

Date: 9/17/22

Total Amount of Work Done \$ 2,475,818.25

Plus Materials Stored \$ -

TOTAL \$ 2,475,818.25

Less Retainage (5% of Total Amount of Work Done) \$ 123,790.91

Difference \$ 2,352,027.34

Less Previous Payments \$ 823,987.02

AMOUNT DUE ON CONTRACT

THIS INVOICE \$ 1,528,040.32

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
111	Roadway Construction Control	LS	1.00	\$ 269,000.00	1.00	0.10	\$ 26,900.00	0.40	\$ 107,600.00
112	Trench and Excavation Safety Systems	LS	1.00	\$ 62,000.00	1.00	0.00	\$ -	0.00	\$ -
201	Clearing and Grubbing	LS	1.00	\$ 238,000.00	1.00	0.10	\$ 23,800.00	0.90	\$ 214,200.00
202, SP-7	Undercut and Backfill	CY	12,900.00	\$ 37.00	12,900.00	705.00	\$ 26,085.00	756.00	\$ 27,972.00
202, SP-7	Rock Excavation	CY	500.00	\$ 175.00	500.00	0.00	\$ -	0.00	\$ -
202, SP-7	Unclassified Excavation (Plan Quantity)	CY	21,417.00	\$ 15.00	21,417.00	9,480.00	\$ 142,200.00	13,280.00	\$ 199,200.00
202, SP-7	Embankment (Plan Quantity)	CY	7,344.00	\$ 18.75	7,344.00	3,865.00	\$ 72,468.75	4,565.00	\$ 85,593.75
203	Subgrade Preparation (Plan Quantity)	SY	15,996.00	\$ 5.00	15,996.00	0.00	\$ -	0.00	\$ -
204	Curb Backfill and Grading	Sta.	42.00	\$ 3,900.00	42.00	0.00	\$ -	0.00	\$ -
204, SP-8	4" Topsoil Placement (Yard Areas)	SY	36,667.00	\$ 5.00	36,667.00	0.00	\$ -	0.00	\$ -
205	Undercut and Stone Backfill	TON	1,000.00	\$ 55.00	1,000.00	0.00	\$ -	0.00	\$ -
301	18" Class III R.C. Pipe	LF	724.00	\$ 181.00	724.00	0.00	\$ -	0.00	\$ -
301	24" Class III R.C. Pipe	LF	1,107.00	\$ 182.00	1,107.00	0.00	\$ -	0.00	\$ -
301	30" Class III R.C. Pipe	LF	465.00	\$ 205.00	465.00	68.00	\$ 13,940.00	68.00	\$ 13,940.00
301	30"x19" Class III Elliptical R.C. Pipe	LF	68.00	\$ 260.00	68.00	0.00	\$ -	0.00	\$ -
301	53"x34" Class III Elliptical R.C. Pipe	LF	93.00	\$ 401.00	93.00	0.00	\$ -	0.00	\$ -
301	18" R.C. FES	EA	4.00	\$ 925.00	4.00	0.00	\$ -	0.00	\$ -
301	30" R.C. FES	EA	1.00	\$ 1,225.00	1.00	1.00	\$ 1,225.00	1.00	\$ 1,225.00
301	30"x19" Elliptical R.C. FES	EA	1.00	\$ 1,450.00	1.00	0.00	\$ -	0.00	\$ -
301	53"x34" Elliptical R.C. FES	EA	1.00	\$ 4,425.00	1.00	0.00	\$ -	0.00	\$ -
302	4' Drop Inlet (Type MO)	EA	17.00	\$ 9,850.00	17.00	0.00	\$ -	0.00	\$ -
302	5' Drop Inlet (Type MO)	EA	4.00	\$ 10,900.00	4.00	0.00	\$ -	0.00	\$ -
302	6' Drop Inlet (Type MO)	EA	1.00	\$ 11,300.00	1.00	0.00	\$ -	0.00	\$ -
302	5' Junction Box (Type MO)	EA	1.00	\$ 9,900.00	1.00	0.00	\$ -	0.00	\$ -
302	4'x4' Area Inlet	EA	4.00	\$ 9,875.00	4.00	0.00	\$ -	0.00	\$ -
302	9'x4' Area Inlet	EA	1.00	\$ 12,800.00	1.00	0.00	\$ -	0.00	\$ -
302	4'x4.5' Drop Inlet (Type Special Reverse Throat)	EA	1.00	\$ 10,525.00	1.00	0.00	\$ -	0.00	\$ -
302	7'x4' Drop Inlet (Type Special)	EA	1.00	\$ 12,800.00	1.00	0.00	\$ -	0.00	\$ -
302	4' Drop Inlet Extension	EA	15.00	\$ 1,950.00	15.00	0.00	\$ -	0.00	\$ -
302	8' Drop Inlet Extension	EA	1.00	\$ 3,500.00	1.00	0.00	\$ -	0.00	\$ -
302	16' Drop Inlet Extension	EA	2.00	\$ 5,500.00	2.00	0.00	\$ -	0.00	\$ -
302, SP-52	Drop Inlet Back Opening	EA	1.00	\$ 8,900.00	1.00	0.00	\$ -	0.00	\$ -
303	12'x7' Precast Concrete Box Culvert	LF	618.00	\$ 2,525.00	618.00	540.00	\$ 1,363,500.00	540.00	\$ 1,363,500.00
303	Wingwalls & Appurtenances (6 Barrel 12'x7')	LS	1.00	\$ 262,000.00	1.00	0.00	\$ -	0.00	\$ -
305	Channel Excavation (Plan Quantity)	CY	3,202.00	\$ 30.50	3,202.00	2,618.00	\$ 79,849.00	2,618.00	\$ 79,849.00
305	Erosion Control Fabric	SY	949.00	\$ 33.00	949.00	0.00	\$ -	0.00	\$ -
306	Rip Rap (18" Thick) (D50=5")	SY	11.00	\$ 50.00	11.00	0.00	\$ -	0.00	\$ -
306	Rip Rap (20" Thick) (D50=6")	SY	18.00	\$ 55.00	18.00	0.00	\$ -	0.00	\$ -
306	Rip Rap (27" Thick) (D50=12")	SY	1,190.00	\$ 65.00	1,190.00	0.00	\$ -	0.00	\$ -
306	Rip Rap (30" Thick) (D50=14")	SY	105.00	\$ 75.00	105.00	0.00	\$ -	0.00	\$ -
401, SP-9	6" Aggregate Base Course (Class 7)	SY	15,996.00	\$ 16.00	15,996.00	0.00	\$ -	0.00	\$ -
403, SP-10	Asphalt Concrete Hot Mix Surface Course	TON	1,835.00	\$ 157.00	1,835.00	0.00	\$ -	0.00	\$ -
403, SP-10	Asphalt Concrete Hot Mix Binder Course	TON	3,154.00	\$ 129.00	3,154.00	0.00	\$ -	0.00	\$ -
405	Asphalt Concrete Patching for Maintenance of Traffic	TON	25.00	\$ 500.00	25.00	0.00	\$ -	0.00	\$ -
SP-60	ACHM Pavement Permanent Repair	SY	100.00	\$ 250.00	100.00	0.00	\$ -	0.00	\$ -
501, SP-11	Concrete Curb and Gutter	LF	8,450.00	\$ 29.00	8,450.00	0.00	\$ -	0.00	\$ -
502	4" Thick Concrete Sidewalk	SY	2,051.00	\$ 79.00	2,051.00	0.00	\$ -	0.00	\$ -
502, SP-4	6" Thick Concrete Trail	SY	4,832.00	\$ 82.00	4,832.00	0.00	\$ -	0.00	\$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
503	Concrete Aprons	SY	805.00	\$ 102.00	805.00	0.00	\$ -	0.00	\$ -
503	Concrete Driveway	SY	900.00	\$ 105.00	900.00	0.00	\$ -	0.00	\$ -
505, SP-16	Seeding	AC	5.00	\$ 6,000.00	5.00	0.00	\$ -	0.00	\$ -
505, SP-16	Sodding	SY	12,467.00	\$ 6.50	12,467.00	0.00	\$ -	0.00	\$ -
505, SP-16	Additional Watering	MG	157.00	\$ 95.00	157.00	0.00	\$ -	0.00	\$ -
SS&507	6" Striping (Thermoplastic)	LF	11,823.00	\$ 1.50	11,823.00	0.00	\$ -	0.00	\$ -
SS&507	12" Striping (Thermoplastic)	LF	480.00	\$ 15.00	480.00	0.00	\$ -	0.00	\$ -
SS&507	Pavement Symbols (Thermoplastic)	EA	31.00	\$ 600.00	31.00	0.00	\$ -	0.00	\$ -
SS&507	Yield Lines (Thermoplastic)	LF	17.00	\$ 38.00	17.00	0.00	\$ -	0.00	\$ -
508, SP-12 CO1.1A	Permanent Regulatory Signs	SF	81.00	\$ 90.00	90.00	0.00	\$ -	0.00	\$ -
509	Erosion Control	LS	1.00	\$ 119,610.00	1.00	0.00	\$ -	0.85	\$ 101,668.50
510, SP-14	Traffic Control	LS	1.00	\$ 39,200.00	1.00	0.00	\$ -	0.00	\$ -
511	Mobilization (not to exceed 5% of contract price)	LS	1.00	\$ 479,540.00	1.00	0.25	\$ 119,885.00	0.50	\$ 239,770.00
512	4' Chain Link Fence	LF	416.00	\$ 36.50	416.00	0.00	\$ -	0.00	\$ -
512	4' Chain Link Gates	LF	22.00	\$ 75.00	22.00	0.00	\$ -	0.00	\$ -
512	8' Wood Privacy Shadow Box Fence	LF	814.00	\$ 36.50	814.00	0.00	\$ -	0.00	\$ -
512	8' Wood Privacy Shadow Box Gate	LF	50.00	\$ 140.00	50.00	0.00	\$ -	0.00	\$ -
512	Barbed Wire Fence	LF	3,378.00	\$ 14.00	3,378.00	0.00	\$ -	0.00	\$ -
SP-54	4' Decorative Fence	LF	405.00	\$ 59.00	405.00	0.00	\$ -	0.00	\$ -
512, SP-53	15' Steel Gate	EA	4.00	\$ 2,100.00	4.00	0.00	\$ -	0.00	\$ -
512, SP-53	Double 15' Steel Gate and Knox Padlock	EA	1.00	\$ 2,600.00	1.00	0.00	\$ -	0.00	\$ -
513	Cast-in-Place Tactile Panel	SF	334.00	\$ 40.00	334.00	0.00	\$ -	0.00	\$ -
513	Handicap Ramp Concrete	SY	171.00	\$ 85.00	171.00	0.00	\$ -	0.00	\$ -
516	Cold Milling Asphalt Pavement	SY	2,126.00	\$ 9.25	2,126.00	0.00	\$ -	0.00	\$ -
SP-13	Building Demolition and Disposal	LS	1.00	\$ 65,100.00	1.00	0.50	\$ 32,550.00	0.50	\$ 32,550.00
SP-61	Remove, Salvage, and Relocate Existing Carport	LS	1.00	\$ 17,500.00	1.00	0.50	\$ 8,750.00	0.50	\$ 8,750.00
SP-48 & 701 CO1.2A	System Local Controller TS 2- Type, E-Net (8 Phases)	EA	0.00	\$ 58,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-48 CO1.3A	Ethernet Switch, T100 Hardened (8-Port)	EA	0.00	\$ 4,500.00	0.00	0.00	\$ -	0.00	\$ -
702 CO1.4A	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	0.00	\$ 1,650.00	0.00	0.00	\$ -	0.00	\$ -
702 CO1.5A	Traffic Signal Head, LED, (4 Section, 1 Way)	EA	0.00	\$ 1,800.00	0.00	0.00	\$ -	0.00	\$ -
704 CO1.6A	Countdown Pedestrian Signal Head, Led	EA	0.00	\$ 2,100.00	0.00	0.00	\$ -	0.00	\$ -
705 CO1.7A	Traffic Signal Cable (5c/14 A.W.G.)	LF	0.00	\$ 3.50	0.00	0.00	\$ -	0.00	\$ -
705 CO1.8A	Traffic Signal Cable (7c/14 A.W.G.)	LF	0.00	\$ 4.25	0.00	0.00	\$ -	0.00	\$ -
705 CO1.9A	Traffic Signal Cable (20c/14 A.W.G.)	LF	0.00	\$ 5.50	0.00	0.00	\$ -	0.00	\$ -
707 CO1.10A	Non-Metallic Conduit (2")	LF	148.00	\$ 31.00	148.00	0.00	\$ -	0.00	\$ -
707 CO1.11A	Non-Metallic Conduit (3")	LF	407.00	\$ 54.00	407.00	0.00	\$ -	0.00	\$ -
708 CO1.12A	Concrete Pull Box (Type 2)	EA	0.00	\$ -	0.00	0.00	\$ -	0.00	\$ -
708 CO1.13A	Concrete Pull Box (Type 1 HD)	EA	0.00	\$ -	0.00	0.00	\$ -	0.00	\$ -
708 CO1.14A	Concrete Pull Box (Type 2 HD)	EA	11.00	\$ 1,950.00	11.00	0.00	\$ -	0.00	\$ -
709 CO1.15A	24' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 36,000.00	0.00	0.00	\$ -	0.00	\$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
709	28' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ -	0.00	0.00	\$ -	0.00	\$ -
CO1.16A	709 40' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 42,000.00	0.00	0.00	\$ -	0.00	\$ -
CO1.17A	709 48' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 43,500.00	0.00	0.00	\$ -	0.00	\$ -
CO1.18A	710 Traffic Signal Pedestal Pole with Foundation	EA	0.00	\$ 5,500.00	0.00	0.00	\$ -	0.00	\$ -
CO1.19A	SP-48&713 Local Radio (E-Net 5.8) With Antenna	EA	0.00	\$ 4,000.00	0.00	0.00	\$ -	0.00	\$ -
CO1.20A	SP-48&713 E-Net Cable (Exterior Cat 5e)	LF	0.00	\$ 6.25	0.00	0.00	\$ -	0.00	\$ -
CO1.21A	714 Electrical Conductors-In-Conduit (1c/8 A.W.G., E.G.C.)	LF	0.00	\$ 2.75	0.00	0.00	\$ -	0.00	\$ -
CO1.22A	714 Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	0.00	\$ 5.45	0.00	0.00	\$ -	0.00	\$ -
CO1.23A	SP-44 Battery Backup System	EA	0.00	\$ 17,000.00	0.00	0.00	\$ -	0.00	\$ -
CO1.24A	SP-46 Service Point Assembly (2 Circuits)	EA	0.00	\$ 4,500.00	0.00	0.00	\$ -	0.00	\$ -
CO1.25A	SP-47 18" Street Name Sign	EA	0.00	\$ 1,500.00	0.00	0.00	\$ -	0.00	\$ -
CO1.26A	SP-45 Iteris Vantage Next Video Detector System	EA	0.00	\$ 75,800.00	0.00	0.00	\$ -	0.00	\$ -
CO1.27A	SP-41 Rectangular Rapid Flashing Beacon	EA	2.00	\$ 19,500.00	2.00	0.00	\$ -	0.00	\$ -
SP-42	Standard Mid-Block Crossing	EA	1.00	\$ 41,100.00	1.00	0.00	\$ -	0.00	\$ -
SP-3	2" Non-Metallic Conduit	LF	4,667.00	\$ 24.00	4,667.00	0.00	\$ -	0.00	\$ -
SP-3	Composite Junction Box, Installed	EA	2.00	\$ 1,950.00	2.00	0.00	\$ -	0.00	\$ -
SP-3	Lighting Assembly Type A, Pole, Foundation, Junction Box, and Associated Hardware, Installed	EA	14.00	\$ 14,620.00	14.00	0.00	\$ -	0.00	\$ -
SP-3	Electrical Service Pedestal	EA	2.00	\$ 11,660.00	2.00	0.00	\$ -	0.00	\$ -
SP-3	No. 6 Copper Conductor, Installed in Conduit	LF	14,004.00	\$ 3.90	14,004.00	0.00	\$ -	0.00	\$ -
SP-3	No. 10 Copper Conductor, Installed	LF	1,925.00	\$ 2.75	1,925.00	0.00	\$ -	0.00	\$ -
SP-3	Utility Meter Rack	EA	2.00	\$ 2,340.00	2.00	0.00	\$ -	0.00	\$ -
SP-2	Utility Mobilization	LS	1.00	\$ 31,940.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Utility Trench Excavation Safety Systems	LS	1.00	\$ 16,260.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Spot Dig and Verify Exiting Utility Locations, Hydro-Excavation, Per Location	EA	20.00	\$ 1,175.00	20.00	0.00	\$ -	0.00	\$ -
SP-2	Sewer Bypass Pumping	LS	1.00	\$ 27,820.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	8" Class 50 DI Water Line	LF	157.00	\$ 164.00	157.00	0.00	\$ -	0.00	\$ -
SP-2	3" DR-9 HDPE Water Line	LF	1,117.00	\$ 90.00	1,117.00	0.00	\$ -	0.00	\$ -
SP-2	21" PS115 PVC Sanitary Sewer Line	LF	40.00	\$ 502.00	40.00	0.00	\$ -	0.00	\$ -
SP-2	8" SDR-26 PVC Sanitary Sewer Line	LF	800.00	\$ 151.00	800.00	0.00	\$ -	0.00	\$ -
SP-2	6" SDR-26 PVC Sanitary Sewer Line	LF	20.00	\$ 146.00	20.00	0.00	\$ -	0.00	\$ -
SP-2	4" Sch. 40 PVC Sanitary Sewer Service Line	LF	70.00	\$ 99.00	70.00	0.00	\$ -	0.00	\$ -
SP-2	Ductile Iron Fittings for Water Line	LBS	750.00	\$ 39.00	750.00	0.00	\$ -	0.00	\$ -
SP-2	6"x6" Tapping Sleeve and	EA	3.00	\$ 7,760.00	3.00	0.00	\$ -	0.00	\$ -
SP-2	8"x3" Tapping Saddle and 3" Gate Valve	EA	1.00	\$ 7,620.00	1.00	0.00	\$ -	0.00	\$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
SP-2	Connect to Ex. 2-1/2" Galvanized Steel Water Line	EA	1.00	\$ 3,500.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Cut and Cap Existing 6" A.C. Water Line	EA	3.00	\$ 3,970.00	3.00	0.00	\$ -	0.00	\$ -
SP-2	Fire Hydrant Assembly	EA	2.00	\$ 8,800.00	2.00	0.00	\$ -	0.00	\$ -
SP-2	Salvage Fire Hydrant	EA	1.00	\$ 2,720.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Relocate and Reconnect Water Service and Meter Set	EA	8.00	\$ 4,280.00	8.00	0.00	\$ -	0.00	\$ -
SP-2	New Water Service and Meter Set (Paradise Lane)	EA	6.00	\$ 5,210.00	6.00	0.00	\$ -	0.00	\$ -
SP-2	Temporary Blowoff Assembly	EA	1.00	\$ 2,590.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Permanent Blowoff Assembly	EA	1.00	\$ 2,960.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Concrete Anchor Collar	EA	1.00	\$ 5,200.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	4' I.D. Sanitary Sewer Manhole, Cast-in-Place, 0' to 6' Depth	EA	9.00	\$ 6,700.00	9.00	0.00	\$ -	0.00	\$ -
SP-2	6' I.D. Sanitary Sewer Manhole, Cast-in-Place, 0' to 6' Depth	EA	2.00	\$ 9,200.00	2.00	0.00	\$ -	0.00	\$ -
SP-2	4' I.D. Sanitary Sewer Manhole Additional Depth, Over 6'	VF	18.00	\$ 350.00	18.00	0.00	\$ -	0.00	\$ -
SP-2	6' I.D. Sanitary Sewer Manhole Additional Depth, Over 6'	VF	10.00	\$ 498.00	10.00	0.00	\$ -	0.00	\$ -
SP-2	Adjust Existing Manhole to Grade	EA	1.00	\$ 4,750.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Adjust Sewer Cleanout to Grade	EA	1.00	\$ 1,210.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Demolish Existing Manhole	EA	6.00	\$ 1,650.00	6.00	0.00	\$ -	0.00	\$ -
SP-2	Collapse and Fill Existing Septic Tank	EA	1.00	\$ 7,450.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Sewer Service Connection	EA	1.00	\$ 1,610.00	1.00	0.00	\$ -	0.00	\$ -
SP-2	Flowable Fill for Abandoned 8" Pipe	LF	480.00	\$ 37.00	480.00	0.00	\$ -	0.00	\$ -
SP-2	Flowable Fill for Abandoned 6" Pipe	LF	155.00	\$ 36.50	155.00	0.00	\$ -	0.00	\$ -
SP-2	Trench Undercut and Backfill	CY	200.00	\$ 55.00	200.00	0.00	\$ -	0.00	\$ -
SP-2	Rock Excavation for Utilities	CY	100.00	\$ 300.00	100.00	0.00	\$ -	0.00	\$ -
111	Roadway Construction Control	LS	1.00	\$ 29,550.00	1.00	0.00	\$ -	0.00	\$ -
CO1.28A									
112	Trench and Excavation Safety Systems	LS	1.00	\$ 5,570.00	1.00	0.00	\$ -	0.00	\$ -
CO1.29A									
201	Clearing and Grubbing	LS	1.00	\$ 31,200.00	1.00	0.00	\$ -	0.00	\$ -
CO1.30A									
202, SP-7	Undercut and Backfill	CY	1,500.00	\$ 37.00	419.00	0.00	\$ -	0.00	\$ -
CO1.31A									
202, SP-7	Unclassified Excavation (Plan Quantity)	CY	577.00	\$ 19.00	382.00	0.00	\$ -	0.00	\$ -
CO1.32A									
202, SP-7	Embankment (Plan Quantity)	CY	929.00	\$ 29.00	49.00	0.00	\$ -	0.00	\$ -
CO1.33A									
203	Subgrade Preparation (Plan Quantity)	SY	1,088.00	\$ 8.00	526.00	0.00	\$ -	0.00	\$ -
CO1.34A									
204	Curb Backfill and Grading	Sta.	7.00	\$ 3,900.00	4.00	0.00	\$ -	0.00	\$ -
CO1.35A									
204, SP-8	4" Topsoil Placement (Yard Areas)	SY	5,283.00	\$ 6.00	5,021.00	0.00	\$ -	0.00	\$ -
CO1.36A									
301	18" Class III R.C. Pipe	LF	43.00	\$ 205.00	43.00	0.00	\$ -	0.00	\$ -
CO1.37A									
302	6' Drop Inlet (Type MO)	EA	1.00	\$ 11,300.00	1.00	0.00	\$ -	0.00	\$ -
CO1.38A									
302	4'x5' Drop Inlet (Type Special Reverse Throat)	EA	3.00	\$ 10,900.00	1.00	0.00	\$ -	0.00	\$ -
CO1.39A									
302	6'x6' Drop Inlet (Type Special Reverse Throat)	EA	0.00	\$ 11,600.00	0.00	0.00	\$ -	0.00	\$ -
CO1.40A									

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
302 CO1.41A	8' Drop Inlet Extension	EA	4.00	\$ 3,500.00	1.00	0.00	\$ -	0.00	\$ -
302, SP-51 CO1.42A	Drop Inlets Adjusted to Grade	EA	0.00	\$ 8,400.00	0.00	0.00	\$ -	0.00	\$ -
401, SP-9 CO1.43A	6" Aggregate Base Course (Class 7)	SY	1,088.00	\$ 18.00	526.00	0.00	\$ -	0.00	\$ -
403, SP-10 CO1.44A	Asphalt Concrete Hot Mix Surface Course	TON	380.00	\$ 172.00	50.00	0.00	\$ -	0.00	\$ -
403, SP-10 CO1.45A	Asphalt Concrete Hot Mix Binder Course	TON	204.00	\$ 149.00	98.00	0.00	\$ -	0.00	\$ -
405 CO1.46A	Asphalt Concrete Patching for Maintenance of Traffic	TON	25.00	\$ 500.00	25.00	0.00	\$ -	0.00	\$ -
SP-60 CO1.47A	ACHM Pavement Permanent Repair	SY	40.00	\$ 201.00	40.00	0.00	\$ -	0.00	\$ -
501, SP-11 CO1.48A	Concrete Curb and Gutter	LF	731.00	\$ 27.00	368.00	0.00	\$ -	0.00	\$ -
502 CO1.49A	4" Thick Concrete Sidewalk	SY	154.00	\$ 84.00	137.00	0.00	\$ -	0.00	\$ -
502, SP-4 CO1.50A	6" Thick Concrete Trail	SY	523.00	\$ 88.00	23.00	0.00	\$ -	0.00	\$ -
503 CO1.51A	Concrete Aprons	SY	90.00	\$ 125.00	90.00	0.00	\$ -	0.00	\$ -
503 CO1.52A	Concrete Driveway	SY	104.00	\$ 95.00	104.00	0.00	\$ -	0.00	\$ -
505, SP-16 CO1.53A	Seeding	AC	1.00	\$ 5,750.00	1.00	0.00	\$ -	0.00	\$ -
505, SP-16 CO1.54A	Sodding	SY	443.00	\$ 6.00	181.00	0.00	\$ -	0.00	\$ -
505, SP-16 CO1.55A	Additional Watering	MG	5.00	\$ 5.50	5.00	0.00	\$ -	0.00	\$ -
SS&507 CO1.56A	6" Striping (Thermoplastic)	LF	2,377.00	\$ 1.50	150.00	0.00	\$ -	0.00	\$ -
SS&507 CO1.57A	12" Striping (Thermoplastic)	LF	502.00	\$ 15.00	117.00	0.00	\$ -	0.00	\$ -
SS&507 CO1.58A	Pavement Symbols (Thermoplastic)	EA	16.00	\$ 600.00	3.00	0.00	\$ -	0.00	\$ -
508, SP-12 CO1.59A	Permanent Regulatory Signs	SF	42.00	\$ 85.00	26.00	0.00	\$ -	0.00	\$ -
509 CO1.60A	Erosion Control	LS	1.00	\$ 8,810.00	1.00	0.00	\$ -	0.00	\$ -
510, SP-14 CO1.61A	Traffic Control	LS	1.00	\$ 9,280.00	1.00	0.00	\$ -	0.00	\$ -
511 CO1.62A	Mobilization (not to exceed 5% of contract price)	LS	1.00	\$ 57,890.00	1.00	0.00	\$ -	0.00	\$ -
512 CO1.63A	4' Chain Link Fence	LF	172.00	\$ 35.00	78.00	0.00	\$ -	0.00	\$ -
512 CO1.64A	4' Chain Link Gates	LF	24.00	\$ 74.00	24.00	0.00	\$ -	0.00	\$ -
513 CO1.65A	Cast-in-Place Tactile Panel	SF	181.00	\$ 40.00	54.00	0.00	\$ -	0.00	\$ -
513 CO1.66A	Handicap Ramp Concrete	SY	92.00	\$ 82.00	38.00	0.00	\$ -	0.00	\$ -
516 CO1.67A	Cold Milling Asphalt Pavement	SY	0.00	\$ 9.20	0.00	0.00	\$ -	0.00	\$ -
SP-48 & 701 CO1.68A	System Local Controller TS 2- Type, E-Net (8 Phases)	EA	0.00	\$ 58,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-48 CO1.69A	Ethernet Switch, T100 Hardened (8-Port)	EA	0.00	\$ 4,300.00	0.00	0.00	\$ -	0.00	\$ -
702 CO1.70A	Traffic Signal Head, LED, (3 Section, 1 Way)	EA	0.00	\$ 1,600.00	0.00	0.00	\$ -	0.00	\$ -
702 CO1.71A	Traffic Signal Head, LED, (4 Section, 1 Way)	EA	0.00	\$ 1,800.00	0.00	0.00	\$ -	0.00	\$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
704 CO1.72A	Countdown Pedestrian Signal Head, Led	EA	0.00	\$ 2,100.00	0.00	0.00	\$ -	0.00	\$ -
705 CO1.73A	Traffic Signal Cable (5c/14 A.W.G.)	LF	0.00	\$ 3.50	0.00	0.00	\$ -	0.00	\$ -
705 CO1.74A	Traffic Signal Cable (7c/14 A.W.G.)	LF	0.00	\$ 4.25	0.00	0.00	\$ -	0.00	\$ -
705 CO1.75A	Traffic Signal Cable (20c/14 A.W.G.)	LF	0.00	\$ 5.30	0.00	0.00	\$ -	0.00	\$ -
707 CO1.76A	Non-Metallic Conduit (2")	LF	140.00	\$ 31.00	140.00	0.00	\$ -	0.00	\$ -
707 CO1.77A	Non-Metallic Conduit (3")	LF	446.00	\$ 54.00	446.00	0.00	\$ -	0.00	\$ -
708 CO1.78A	Concrete Pull Box (Type 2)	EA	0.00	\$ -	0.00	0.00	\$ -	0.00	\$ -
708 CO1.79A	Concrete Pull Box (Type 1 HD)	EA	0.00	\$ -	0.00	0.00	\$ -	0.00	\$ -
708 CO1.80A	Concrete Pull Box (Type 2 HD)	EA	10.00	\$ 1,950.00	10.00	0.00	\$ -	0.00	\$ -
709 CO1.81A	26' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 37,000.00	0.00	0.00	\$ -	0.00	\$ -
709 CO1.82A	30' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 44,000.00	0.00	0.00	\$ -	0.00	\$ -
709 CO1.83A	32' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 41,000.00	0.00	0.00	\$ -	0.00	\$ -
709 CO1.84A	42' Traffic Signal Mast Arm and Pole With Foundation	EA	0.00	\$ 45,000.00	0.00	0.00	\$ -	0.00	\$ -
710 CO1.85A	Traffic Signal Pedestal Pole with Foundation	EA	0.00	\$ 5,500.00	0.00	0.00	\$ -	0.00	\$ -
SP-48&713 CO1.86A	Local Radio (E-Net 5.8) With Antenna	EA	0.00	\$ 4,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-48&713 CO1.87A	E-Net Cable (Exterior Cat 5e)	LF	0.00	\$ 6.25	0.00	0.00	\$ -	0.00	\$ -
714 CO1.88A	Electrical Conductors-In-Conduit (1c/8 A.W.G., E.G.C.)	LF	0.00	\$ 2.75	0.00	0.00	\$ -	0.00	\$ -
714 CO1.89A	Electrical Conductors-In-Conduit (1c/12 A.W.G., E.G.C.)	LF	0.00	\$ 1.95	0.00	0.00	\$ -	0.00	\$ -
714 CO1.90A	Electrical Conductors-In-Conduit (2c/6 A.W.G.)	LF	0.00	\$ 5.45	0.00	0.00	\$ -	0.00	\$ -
716 CO1.91A	Electrical Conductors for Luminaires	LF	0.00	\$ 3.85	0.00	0.00	\$ -	0.00	\$ -
715 CO1.92A	LED Luminaire Assembly	EA	0.00	\$ 1,500.00	0.00	0.00	\$ -	0.00	\$ -
SP-44 CO1.93A	Battery Backup System	EA	0.00	\$ 17,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-46 CO1.94A	Service Point Assembly (2 Circuits)	EA	0.00	\$ 4,500.00	0.00	0.00	\$ -	0.00	\$ -
SP-47 CO1.95A	18" Street Name Sign	EA	0.00	\$ 1,500.00	0.00	0.00	\$ -	0.00	\$ -
SP-45 CO1.96A	Grid Smart Video Detector System	EA	0.00	\$ 105,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-20 CO1.97A	Bridge Construction Control	LS	0.00	\$ 25,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-20 CO1.98A	Class 2 Protective Surface Treatment	SY	0.00	\$ 19.00	0.00	0.00	\$ -	0.00	\$ -
SP-20 CO1.99A	Class 3 Protective Surface Treatment	LF	0.00	\$ 305.00	0.00	0.00	\$ -	0.00	\$ -
SP-20, SS CO.1.100A	Transitional Approach Railing	EA	0.00	\$ 8,800.00	0.00	0.00	\$ -	0.00	\$ -
SP-20 CO1.101A	Modification of Existing Bridge Structure	LS	0.00	\$ 185,000.00	0.00	0.00	\$ -	0.00	\$ -
SP-26 CO1.102A	31' Precast Concrete Curb Units	EA	0.00	\$ 14,700.00	0.00	0.00	\$ -	0.00	\$ -

WORK COMPLETED TO-DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
SP-26 CO1.103A	31' Precast Concrete Interior Units	EA	0.00	\$ 14,500.00	0.00	0.00	\$ -	0.00	\$ -
SP-26 CO1.104A	31' Precast Parapet Rail Units	EA	0.00	\$ 16,500.00	0.00	0.00	\$ -	0.00	\$ -
SP-56 CO1.105A	Latex Modified Concrete Overlay (1-1/2" Thick)	SY	0.00	\$ 125.00	0.00	0.00	\$ -	0.00	\$ -
CO-1.1	Foundation and Anchor Bolts for 24' Traffic Signal Mast Arm	EA	0.00	\$ 23,200.00	2.00	0.00	\$ -	0.00	\$ -
CO-1.5	Foundation and Anchor Bolts for 26' Traffic Signal Mast Arm	EA	0.00	\$ 23,200.00	1.00	0.00	\$ -	0.00	\$ -
CO-1.6	Foundation and Anchor Bolts for 30' Traffic Signal Mast Arm	EA	0.00	\$ 23,200.00	1.00	0.00	\$ -	0.00	\$ -
CO-1.7	Foundation and Anchor Bolts for 32' Traffic Signal Mast Arm	EA	0.00	\$ 23,200.00	1.00	0.00	\$ -	0.00	\$ -
CO-1.3	Foundation and Anchor Bolts for 40' Traffic Signal Mast Arm	EA	0.00	\$ 23,600.00	1.00	0.00	\$ -	0.00	\$ -
CO-1.8	Foundation and Anchor Bolts for 42' Traffic Signal Mast Arm	EA	0.00	\$ 23,600.00	1.00	0.00	\$ -	0.00	\$ -
CO-1.4	Foundation and Anchor Bolts for 46' Traffic Signal Mast Arm	EA	0.00	\$ 23,600.00	1.00	0.00	\$ -	0.00	\$ -
CO-1.9	Foundation for Pedestrian Signal Pole	EA	0.00	\$ 3,800.00	8.00	0.00	\$ -	0.00	\$ -
CO-1.10	Replace Flowable Fill in Trenches with #57 Clean Rock and Compacted Class 7 Aggregate Base Course (Savings)	LS	0.00	\$ (108,880.00)	1.00	0.00	\$ -	0.00	\$ -
CO-1.11	2" Non-Metallic Conduit with Pull String for Future City Fiber	LF	0.00	\$ 19.50	8,000.00	0.00	\$ -	0.00	\$ -
CO-1.12	Concrete Pull Box (Type 2 HD for Future Fiber)	EA	0.00	\$ 1,950.00	10.0	0.00	\$ -	0.00	\$ -
TOTALS							\$ 1,911,152.75		\$ 2,475,818.25

MATERIALS STORED

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

COMPANY NAME	DESCRIPTION OF STORED MATERIAL	INVOICE NO.	UNIT	UNIT PRICE	QUANTITY STORED	\$AMOUNT STORED	QUANTITY INSTALLED	\$AMOUNT INSTALLED	BALANCE REMAINING
Scurlock Indust	12' x 7' x 6' Box Culvert	0039054-IN	LF	\$1,040.00	42.00	43,680.00	42.00	43,680.00	0.00
Scurlock Indust	12' x 7' x 6' Box Culvert	0039090-IN	LF	\$1,040.00	42.00	43,680.00	42.00	43,680.00	0.00
Scurlock Indust	12' x 7' x 6' Box Culvert	0039103-IN	LF	\$1,040.00	84.00	87,360.00	84.00	87,360.00	0.00
Scurlock Indust	12' x 7' x 6' Box Culvert	0039113-IN	LF	\$1,040.00	48.00	49,920.00	48.00	49,920.00	0.00
Scurlock Indust	12' x 7' x 6' Box Culvert	0039135-IN	LF	\$1,040.00	30.00	31,200.00	30.00	31,200.00	0.00
Scurlock Indust	12' x 7' x 6' Box Culvert	0039152-IN	LF	\$1,040.00	6.00	6,240.00	6.00	6,240.00	0.00
TOTAL WITHOUT TAXES						262,080.00		262,080.00	0.00
SCURLOCK TAXES @ 9.75%						25,474.80		25,474.80	0.00
GRAND TOTAL						287,554.80		287,554.80	0.00

PAYMENT SUMMARY TO DATE

HAR-BER AVENUE EXTENSION - 40TH STREET TO GUTENSOHN

INVOICE NUMBER: 3

TO: 08/31/22

Invoice Number	Date	Total Work & Materials For Period	Retainage For Period	Payment Owed For Period
1R	06/30/22	\$ 200,487.50	\$ (10,024.38)	\$ 190,463.12
2	07/31/22	\$ 651,732.80	\$ (18,208.90)	\$ 633,523.90
Total To-date for Previous Payments		\$ 852,220.30	\$ (28,233.28)	\$ 823,987.02
Current Invoice 3	08/31/22	\$ 1,623,597.95	\$ (95,557.63)	\$ 1,528,040.32
Total To-date Including This Invoice		\$ 2,475,818.25	\$ (123,790.91)	\$ 2,352,027.34
Original Contract Amount		\$ 11,386,350.15		
Change Order		\$ (1,400,655.30)		
Revised Contract Amount		\$ 9,985,694.85		

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE TO UTLIZE FEDERAL
FUNDING FOR THE FOLLOWING PROJECT: CARBON
REDUCTION (CRP), PLANNING AND DESIGN.

WHEREAS, the Northwest Arkansas Regional Planning Commission is accepting applications for Carbon Reduction Program (CRP) funds for projects designed to reduce transportation emissions, up to the maximum Federal-aid available.

TYPE WORK	WORK PHASE	FEDERAL	CITY	TOTAL
Planning and Design of City Project	Project Evaluation, Development and Design	80% \$100,000	20% \$25,000	100% \$125,000

WHEREAS, Planning and design of on-road and off-road trail facilities are eligible activities.

WHEREAS, a maximum \$25,000 city match is required with a maximum \$100,000 Carbon Reduction Program reimbursement, is currently budgeted in the Public Works 2022 budget.

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

Section 1: The City will participate in accordance with its designated responsibility in this project.

Section 2: The City pledges its full support and hereby authorizes the Northwest Arkansas Planning Commission to initiate action to implement this project.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE TO PARTNER WITH THE
ARKANSAS DEPARTMENT OF TRANSPORTATION FOR
THE I-49 TO HWY 265 SPRINGDALE BYPASS (S)
PROJECT (JOB 090621).**

WHEREAS, the Arkansas Department of Transportation ("the Department") has programmed a project to construct the portion of the Springdale Northern Bypass from Interstate 49 to Highway 265;

WHEREAS, the City of Springdale ("the City") has requested a modification to the proposed project to include a grade separation and overpass for the Dixieland Road extension and design modifications for the interchanges on Highway 612 with Highway 71B and Highway 265 to accommodate a 12-foot sidepath;

WHEREAS, the City agrees to provide funding for the accommodation of the 12-foot sidepath currently estimated at \$200,000.00;

WHEREAS, the Department has agreed to the requested modifications within the right-of-way of the Highway 71B and Highway 265 interchanges with the assurance that the sidepath accommodations will be cost-neutral for the Department; and

WHEREAS, the portion outside the interchanges will be constructed using the Department's standard design.

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

Section 1: The City will participate in accordance with its designated responsibilities in this project.

Section 2: The Mayor, or his designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite implementation of this project.

Section 3: The City pledges its full support and hereby requests that the Arkansas Department of Transportation initiate action to implement these improvements.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

ARKANSAS STATE HIGHWAY COMMISSION

ROBERT S. MOORE, JR.
CHAIRMAN
ARKANSAS CITY

DALTON A. FARMER, JR.
VICE CHAIRMAN
JONESBORO

PHILIP TALDO
SPRINGDALE



KEITH GIBSON
FORT SMITH

MARIE HOLDER
LITTLE ROCK

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.AzDOT.gov • www.IDriveArkansas.com

LORIE H. TUDOR, P.E.
DIRECTOR

September 9, 2022

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

Dear Mayor Sprouse:

Reference is made to our previous correspondence regarding the planned extension of Dixieland Road and the City's request for consideration of a grade separation at Dixieland Road's intersection with the future Springdale Bypass. The City also requested design modifications at the Springdale Bypass' interchanges with Highway 71B and Highway 265 to accommodate a 12-foot sidepath.

The Department has completed the evaluation of your requests and is agreeable to constructing an overpass over the Dixieland Road extension at no cost to the City under Job 090621, which will construct the Springdale Bypass (Highway 612) from Interstate 49 to Highway 265. Additionally, the Department is willing to construct the 12-foot sidepath within the right-of-way of the Highway 71B and Highway 265 interchanges, as shown in the enclosed map, if the City is agreeable to paying for all additional costs associated with this accommodation, currently estimated to be \$200,000.

If you would like to proceed with the 12-foot sidepath, please have your City Council approve a resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for construction of the proposed sidepath. An original signed and sealed resolution should be returned to the Department.

Thank you for your interest in Arkansas' transportation system and coordination with the Department on this important project. Should you need further information in the interim, please contact Jessie Jones, Division Head of our Program Management Division, at (501) 569-2262.

Sincerely,

A handwritten signature in blue ink that reads "Lorie H. Tudor".

Lorie H. Tudor, P.E.
Director

Enclosures

c: Highway Commission
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineers
Bridge
Environmental
Mr. Jeff Hawkins, NWA Regional Planning Commission

Program Management
Right of Way
Roadway Design
Transportation Planning and Policy
District 9
Job 090621 'C' File

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SALE OF
PROPERTY TO LEISURE HOMES CORPORATION
LOCATED AT 226 MCCOLLOUGH DRIVE.**

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, on May 11, 2021, the City of Springdale passed Resolution No. 56-21, authorizing the Mayor and City Clerk to enter into an option agreement for the purchase of the Property;

WHEREAS, Leisure Homes Corporation wishes to exercise its right to purchase the Property pursuant to the option to purchase agreement for the sum of \$260,000.00;

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 all documents necessary to effect the sale of the Property to Leisure Homes Corporation for the total sum of \$260,000.00.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

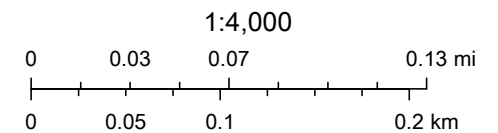
Ernest B. Cate, City Attorney

City of Springdale Zoning Map



April 27, 2021

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



City of Springdale, Clayton Sedberry

RESOLUTION NO. 56-21

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 11th day of May 2021.



Doug Sprouse, Mayor

ATTEST:



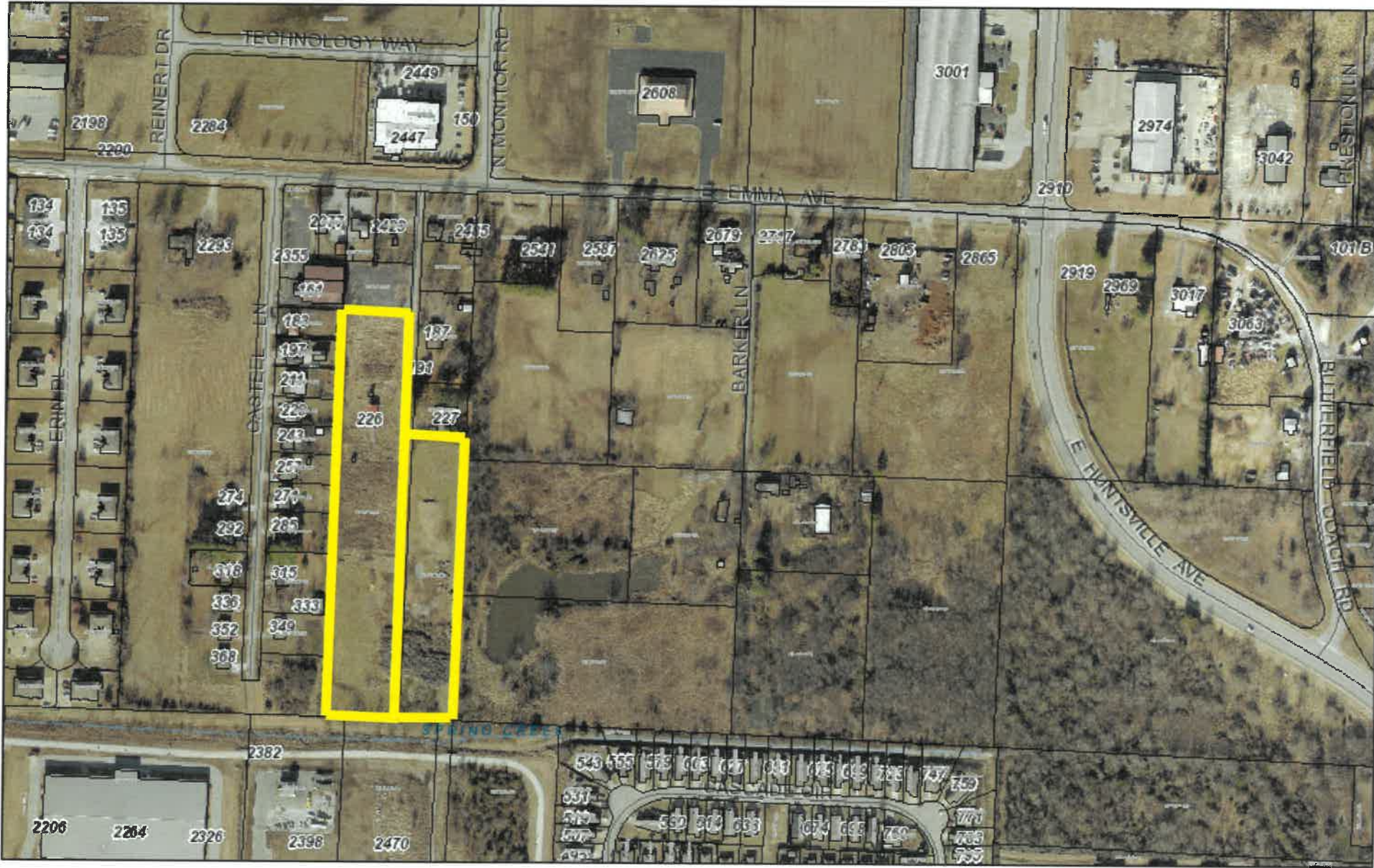
Denise Pearce, City Clerk

APPROVED:



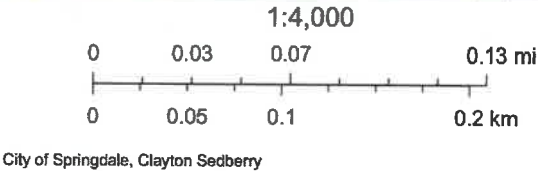
Ernest B. Cate, City Attorney

City of Springdale Zoning Map



April 27, 2021

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



OPTION AGREEMENT FOR THE PURCHASE OF REAL ESTATE

THIS OPTION AGREEMENT FOR THE PURCHASE OF REAL PROPERTY (hereinafter "Agreement") is entered on this 12th 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").

W I T N E S S E T H

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:

A G R E E M E N T

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.

Option Agreement
Page- 1

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 placed 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.

Option Agreement
Page- 3

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 ATTEST: Denise Pearce
Doug Sprouse, Mayor Denise Pearce, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

)SS
)

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.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2021.

My Commission Expires:

Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)SS
COUNTY OF WASHINGTON)

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

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

My Commission Expires

Notary Public

Option Agreement
Page- 5

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.

Option Agreement
Page- 6

Exhibit “B”

Anticipated pre-development activities:

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



NON-BINDING AGREEMENT

September 28, 2022

Mueller Industries
ATTN: Mr. Jack Treas
150 Schilling Blvd, Suite 100
Collierville, TN 38017

RE: Letter of Intent ("LOI") – ATCO Rubber Products Inc, 1403 Powell Street, Springdale AR, Washington County, Parcel ID: 815-28751-000

The City of Springdale ("Purchaser") is pleased to submit the following Letter of Intent ("LOI") for the purchase of the above referenced real estate from ATCO Rubber Products, Inc ("Seller"). The purpose of this LOI is to facilitate the drafting of a formal Purchase and Sale Agreement ("PSA"), which shall specify in greater detail the terms and conditions of this sale. Purchaser shall prepare and deliver the PSA within ten (10) business days after the execution of the LOI.

Property

1403 Powell Street, Springdale AR, Washington County (Parcel: 815-28751-000)
59,400 square foot industrial building on 5.13 acres of land area

Purchase Price

Purchase price to be \$2,475,000.

Earnest Money

Earnest Money of \$20,000 to be paid as follows: \$10,000 payable within 3 business days after acceptance. Remaining \$10,000 payable within 3 business days after Due Diligence period. Earnest Money will apply to Purchase Price and become non-refundable after satisfactory Due Diligence period.

Due Diligence Period

Purchaser will have ninety (90) days from the effective date of the PSA in order to complete Due Diligence, which shall include but not be limited to environmental assessment, physical examination of the Property, and a comprehensive evaluation of all other aspects of the Property.

Leaseback

The Purchaser agrees to enter into a leaseback contract with the Seller for a period of 3 years at a lease rate of \$3.00 per square foot with a one (1) year extension. Terms to be agreed upon within sixty (60) days of the PSA effective date.



Closing

Closing is contingent upon the satisfactory completion of Due Diligence. The Closing is set to occur 30 days after Due Diligence period has been satisfied.

Costs

Each party will bear its own expenses in connection with the evaluation, negotiation, and/or consummation of the transaction, including the fees and expenses of attorneys, accountants, and consultants. Seller is responsible for all costs associated with delivering clear title to the Purchaser, any costs related to extinguishing any existing debt encumbering the Property, and the payment of transfer taxes, if any. Purchaser will be responsible for the payment of its own Due Diligence expenses and recording fees. The parties will equally share the escrow expenses. Any interest, ad valorem taxes, rents, operating expenses, etc., shall be prorated as required.

Exclusivity

Seller agrees to deal exclusively with Purchaser in connection with the transaction beginning on the date that Seller countersigns LOI and continuing through the date of Closing. Seller may enter into back-up offers only.

Access to Information

The Seller will provide Purchaser with prompt and timely access to all information that is relevant and necessary to expeditiously pursue the transaction.

Expiration to Purchase

This LOI counter will expire at 5:00 PM CST on October 30th, 2022, unless said LOI has been agreed to, accepted, and executed by both parties.

Brokerage Commission

Both parties recognize that Griffin Company Realtors represents Purchaser and shall be paid a 5% commission by the Buyer, pursuant to a separate agreement.

Governing Law

This LOI is governed by and shall be construed in accordance with the laws of the State of Arkansas applicable to contract made and performed in that State.



This LOI is only an expression of the mutual intent of the Seller and Purchaser concerning some aspects of the proposed transaction described above, it being understood that all material terms of the proposed transaction are not yet fully specified or agreed upon between the parties. It is understood that this LOI is not legally binding and no liabilities or obligations of any kind whatsoever are created hereby between the parties. Notwithstanding the foregoing, all deal points explicitly identified and agreed to in this LOI shall not be altered during the negotiation of the PSA.

Sincerely,

Greg Taylor
Executive Broker

Purchaser: CITY OF SPRINGDALE

By:

Title:

Agreed to and Accepted by:

Seller: _____

By: _____

Title: _____

Date: _____

RESOLUTION NO.

**A RESOLUTION AMENDING THE 2022
BUDGET OF THE CITY OF SPRINGDALE
POLICE DEPARTMENT**

WHEREAS, the Police Department has received funds that have not been appropriated from vehicle insurance settlements, and

WHEREAS, the Police Chief has requested that these funds be appropriated for vehicle maintenance,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 budget of the City of Springdale Police Department is hereby amended as follows:

		Present		Proposed	
<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Police	1010501-397.00-00	Vehicle Maintenance	\$155,000.00	\$343,092.27	\$498,092.27

PASSED AND APPROVED this 11th day of October, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 09/20/22
RE: Request to transfer insurance recovery funds

I request permission to transfer funds from the insurance recovery account (101-0501-397.00-00) into the vehicle maintenance account (101-0501-421.51-11). The money deposited into the insurance recovery account comes from insurance claims due to vehicle or building damage. I request that the City Council authorize the transfer of \$343,092.27 from this account to place in the vehicle maintenance account to cover expenses for the repairs from the large amount of hail damage earlier this year. There is currently a balance of \$444,481.39 in the insurance recoveries account. The remaining \$101,389.12 is for damage to the roof of the old Allen's canning building. We are currently working with the city to come up with a plan to have the roof repaired. Please let me know if you have any questions regarding this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 5498 TO
AMEND THE DOWNTOWN SPRINGDALE OUTDOOR
DINING DISTRICT; DECLARING AN EMERGENCY; AND
FOR OTHER PURPOSES.**

WHEREAS, on August 11, 2020, the City of Springdale passed Ordinance No. 5498, which established the Downtown Springdale Outdoor Dining District ("the District"), pursuant to Ark. Code Ann. §14-54-1412, created a designated entertainment district, and set reasonable standards for the regulation of alcohol possession within the boundaries of the District;

WHEREAS, Ordinance No. 5498 granted the Public Events Committee the authority to review and recommend expansion of the boundaries of the District;

WHEREAS, the City Council has determined that the District is in keeping with the vision of the Downtown Master Plan of creating an environment that a diversity of people and businesses are attracted to help ensure long term economic and social sustainability by promoting an atmosphere that highlights restaurant, entertainment, and hospitality options; and

WHEREAS, the City Council finds that it is in the best interests of the City and its residents to amend Ordinance No. 5498 and the District, subject to the regulations set forth in this Ordinance.

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

SECTION 1: That the boundaries of the Downtown Springdale Outdoor Dining District ("District") is hereby amended and established within the boundaries as set forth and designated on the map that is attached as Exhibit A and incorporated by reference. The Public Events Committee shall continue to have the authority to review and recommend expansion of the boundaries of the District, subject to the provisions of Ark. Code Ann. §14-54-1412(a), and this Ordinance.

SECTION 2: That the following regulations shall apply to the Downtown Springdale Outdoor Dining District:

(a) Restaurants, bars, and breweries, within the District boundaries, as well as vendors at special events within the District boundaries, may serve alcoholic beverages that may be carried out of the establishment and consumed within the designated boundaries of the District between the hours of 3:00 p.m. and 10:00 p.m. on Monday through Thursday, and 8:00 a.m. and 10:00 p.m. on Saturday and Sunday, as long as the beverage is contained in a designated District cup provided by a participating business in the District.

(b) The Springdale Public Events Committee shall have the right, at its discretion, to exclude Walter Turnbow Park and/or Shiloh Square during specified times.

(c) The boundaries of the District will be designated by signage placed on the sidewalk within the District.

(d) As needed trash and recycling receptacles will be placed at the boundaries of the District.

(e) A document will be prepared showing the boundaries of the District, participating bars and restaurants, information regarding the regulations of the District, and frequently asked questions. The document will be available on Explore Springdale and Downtown Springdale digital platforms.

(f) Participating restaurants and bars may not allow alcoholic beverages to be removed from the premises in glass containers and it shall be unlawful for any person to possess alcoholic beverages in glass containers at Walter Turnbow Park and Shiloh Square, and on the streets, sidewalks, rights-of-way, and parking lots located within the District.

(g) No alcoholic beverages purchased outside the District shall be allowed in open containers in the District.

(h) Nothing in this ordinance shall be construed to allow any person to possess open containers of alcohol beverages or to consume alcoholic beverages in a motor vehicle.

(i) No person shall be permitted to remove an open alcoholic beverage container from the District. All unfinished quantities of alcoholic beverages must be properly disposed of prior to the individual leaving the District

SECTION 3: This Ordinance does not diminish the requirements of the Alcoholic Beverage Control Division of the Department of Finance and Administration concerning permits issued within the designated entertainment district.

SECTION 4: Pursuant to Ark. Code Ann. §14-54-1412(b)(4), the City Clerk shall, within ten (10) days from the passage of this Ordinance, provide notice to the Alcoholic Beverage Control Division of the Department of Finance and Administration of the creation of this Entertainment District.

SECTION 5: Emergency Clause. It is hereby found and determined that the the Downtown Springdale Outdoor Dining District promotes hospitality and tourism by highlighting restaurant, entertainment, and hospitality options, and provides economic benefit to the City and its residents and business owners; thus the immediate passage of this Ordinance is necessary for the immediate preservation of the public health, safety and welfare; THEREFORE, it is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 22-91 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Chapter 22-91 of the Code of Ordinances of the City of Springdale, Arkansas, provides for the adoption of the National Electrical Code;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt the updated version of the National Electrical Code;

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

Section 1: Section 22-91 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 22-91. National Electricall Code Adopted.

There is hereby adopted by the city, for the purpose for continued maintenance and upgrading of standards for electrical wiring, that certain electrical code known as the ~~2017~~ 2020 National Electricall Code, in its entirety, of which not less than three copies shall be filed in the office of the city clerk.

The ~~2017~~ 2020 National Electricall Code is incorporated herein as though set out fully word for word. ~~Notwithstanding the provisions of the 2017 National Electrical Code, arc fault circuit interrupters shall not be required in kitchens and laundry rooms.~~ The provisions of Section 210.8F of the 2020 National Electrical Code, dealing with the GFCI requirements for Heating, Ventilation and Air Conditioning are excluded from the adoption of the 2020 National Electrical Code.

Section 2: All other provisions of Chapter 22 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



900 WEST CAPITOL STE 400, LITTLE ROCK, AR 72201

Phone: 501-682-4500 TRS: 800-285-1131

www.labor.arkansas.gov

TO: All Interested Parties
FROM Lindsay Moore, Code Compliance Manager
DATE August 25, 2022
SUBJECT: Board of Electrical Examiners NEC 2020 Code Adoption

The Board of Electrical has received formal legislative approval for the adoption of the 2020 National Electrical Code with the following exemption:

010.13-008(B)(1) The National Electrical Code

1. The provisions of Section 210.8F of the 2020 National Electrical Code, dealing with the GFCI requirements for Heating, Ventilation and Air Conditioning are excluded from the adoption of the 2020 National Electrical Code.

These rules are now in effect and a copy of the Rules for the Board of Electrical Examiners is available on the Department's website at:

<https://www.labor.arkansas.gov/labor/code-enforcement/electrical-inspection-and-licensing/>

Please contact David Gray at 501-683-4039 or david.gray@arkansas.gov for additional assistance or questions.