- **The date for the next Committee Meeting will be discussed during tonight's meeting.**
- **Committee agendas will be available on the Friday before this meeting.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF NEW CRIMINAL JUSTICE BUILDING
Tuesday, February 22nd, 2022

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/Treasurer

4. Recognition of a Quorum.

5. Comments from Citizens

The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.

6. Approval of Minutes – February 8th, 2022**: Minutes located at the back of Agenda.** Pgs. 36-43

7. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **XXXXX.** Motion must be approved by two-thirds (2/3) of the council members).*

8. Springdale Public Facilities Board Cash Balances as of December 31, 2021. Pgs. 1-2

9. Appointments

A Resolution making reappointments to the Shiloh Museum Board of Trustees for the City of Springdale. Pgs. 3-4

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

A Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Carla Burg in connection with 6630 E. Wagon Wheel Road for a horse barn with living quarters. Pgs. 5-6

11. Finance Committee by Chairman Jeff Watson

A. ***A Resolution*** evidencing the City's intent to issue bonds for the purpose of assisting in the financing of facilities that will be useful in securing or developing industry near the city of Springdale, Arkansas, to be leased to Today's Power, Inc., pursuant to the authority of the laws of the State of Arkansas, including particularly Amendment 65 to the Arkansas Constitution and the municipalities and counties Industrial Development Revenue Bond Law, and for other purposes. Forwarded from Committee with recommendation for approval. Presented by Wyman Morgan, Director of Finance and Administration. Pgs. 7-16

B. ***A Resolution*** authorizing City of Springdale Membership in the Municipal Arts Alliance (MMA). Forwarded from Committee with recommendation for approval. Presented by Patsy Christie, Director of Planning. Pgs. 17-22

C. ***A Resolution*** authorizing the allocation of funds for the Luther George Park Improvement Project. Forwarded from Committee with recommendation for approval. Pg. 23

D. ***A Resolution*** authorizing the sale of property located at 5576 N. Oak Street to Guadalupe Masonry Homes, LLC. Forwarded from Committee with recommendation for approval. Pgs. 24-25

12. Parks and Recreation Committee by Chairman Mike Lawson

A Resolution to waive competitive bidding for the additional renovation and improvements to the Recreation Center. Forwarded from Committee with recommendation for approval. Presented by Chad Wolf, Director at Parks and Recreation. Pgs. 26-35

13. Discussion on date of next City Council Committee Meeting.

14. Comments from Council Members.

15. Comments from City Attorney.

16. Comments from Mayor

17. Adjournment.

Springdale Public Facilities Board
Deposits, Receivables & Payables Report
2021

Account		Balance
Checking (First Security Bank)	$	72,396.94
Money Market (First Security Bank)	$	987,988.40
Money Market (Legacy Bank)	$	418,923.42
CD-Legacy Bank #30105795	$	351,578.41
CD-Legacy Bank #30079750	$	66,062.80
Total Deposits as of 12-31-21	**$**	**1,896,949.97**

ACCOUNTS RECEIVABLE

Land Lease to M & W Land & Cattle Company (Kendrick property) $2,000.00 annually
(Lease expires April 2024)

Contingent Liabilities:

Reimbursement to City of Springdale for Ford Avenue/Butterfield Coach Road $138,305.08
(Payable upon completion per Agreement for Fire Training Center land sale-3/16/2017)

Reimbursement to City for Widening of Kendrick Avenue/Hwy. 265 Access $2,000,000.00
(Payable from future land sales per PFB Resolution dated 6/16/2020)

Total Contingent Liabilities **$2,138,305.08**

Springdale Public Facilities Board
Cash Balances
December 31, 2021

Account		Balance
Checking (First Security Bank)	$	72,396.94
Money Market (First Security Bank)	$	987,988.40
Money Market (Legacy Bank)	$	418,923.42
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CD-Legacy Bank #30079750	$	66,062.80
Total Deposits as of 12-31-21	**$**	**1,896,949.97**

Real Estate Holdings

Kendrick Ave. North		65.32 acres		
Kendrick Ave. South		17.49 acres		
Total			**82.81**	**acres**
Mountain Road-North to Hwy. 265			**26**	**acres**
Technology Park-Huntsville Ave/Emma Ave.(3 Tracts)			**16.31**	**acres**
Turnbow Avenue	Lot 10	2.10 acres		
	Lot 16	2.33 acres		
	Lot 17	2.82 acres		
	Lot 20	2.37 acres		
Total			**9.62**	**acres**
East of Jefferson Street (near Brunner & Lay)		.49 acres		
West of Jefferson Street (near former Cargill Feed Mill)		.53 acres		
East Huntsville Ave (North side curve from UPS)		1.26 acres		
Mountain Road (North side corner near Woodcliff Rd)		1.78 acres		
Mountain Road/Monitor Road (SW Corner)		8.00 acres		
Total			**12.06**	**acres**
Total Acreage			**146.80***	**acres**

***Acreage totals are approximates**

2021 Land Sales:

March 2021: Barmac Property, LLC Lot 3 (2.29 acres) on Turnbow Avenue
Price: $35,000.00

April 2021: Abode Properties Lot 18 (2.36 acres) on Turnbow Avenue
Price: $165,200

April 2021: Cypress Cold Storage 11.64 Acres on Angell Drive
Price: $698,400

RESOLUTION NO.________

A RESOLUTION MAKING REAPPOINTMENTS TO THE SHILOH MUSEUM BOARD OF TRUSTEES FOR THE CITY OF SPRINGDALE

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the reappointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby reappointed to the Shiloh Museum Board of Trustees with the terms indicated:

Name	Term
Anne Greene	1/1/22 to 12/31/2026
Nathan Shinn	1/1/22 to 12/31/2026
Leticia Cortez	1/1/22 to 12/31/2024
Jose' Echegoyen	1/1/22 to 12/31/2024
Delene McCoy	1/1/22 to 12/31/2024
Seth Rahmoeller	1/1/22 to 12/31/2024

PASSED AND APPROVED this 22nd day of February, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney

Shiloh Museum of Ozark History

118 W. Johnson Avenue
Springdale, AR 72764
479-750-8165
www.shilohmuseum.org

February 9, 2022

Mayor Sprouse and Springdale City Council,

The Shiloh Museum board of directors elected new officers and renewed the terms of several members in December 2021 for the coming year.

Officers include:
Jim Meinecke, President
Leticia Cortez, Vice President
Anne Greene, Secretary
Seth Rahmoeller, Treasurer
Nathan Shinn, Vice Treasurer

Renewing board members include:
Nathan Shinn
Anne Greene
Leticia Cortez

Board members with expired terms or who have resigned:
Judy Van Hoose
Joy Russell
Amanda Teff

Thank you for your support! We are currently recruiting new board members, and we would be happy to field any questions or suggestions you might have.

Sincerely,

Angie Albright

Angie Albright, Director
aalbright@springdalear.gov
479.750.8165, ext. 1313

The Shiloh Museum of Ozark History serves the public by providing resources for finding meaning, enjoyment, and inspiration in the exploration of the Arkansas Ozarks.

RESOLUTION NO. ______

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CARLA BURG IN CONNECTION WITH 6630 E. WAGON WHEEL ROAD FOR A HORSE BARN WITH LIVING QUARTERS

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 6630 E. Wagon Wheel Road, for a horse barn for Carla Burg 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 E. Wagon Wheel Road including drainage improvements related thereto, sidewalks in connection with 6630 E. Wagon Wheel Road a horse barn with living quarters for Carla Burg

Option 2: Denies a waiver of street improvements to 6630 E. Wagon Wheel Road including drainage improvements related thereto, sidewalks connection with 6630 E. Wagon Wheel Road, a horse barn with living quarters for Carla Burg.

Option 3: Approves payment in lieu of improvements to 6630 E. Wagon Wheel Road in connection with a horse barn with living quarters for Carla Burg with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed ______ years for street improvements to 6630 E. Wagon Wheel Road including drainage improvements related thereto, sidewalks to be built in connection with a horse barn with living quarters for Carla Burg.

PASSED AND APPROVED THIS ____________DAY OF ____________, 2022.

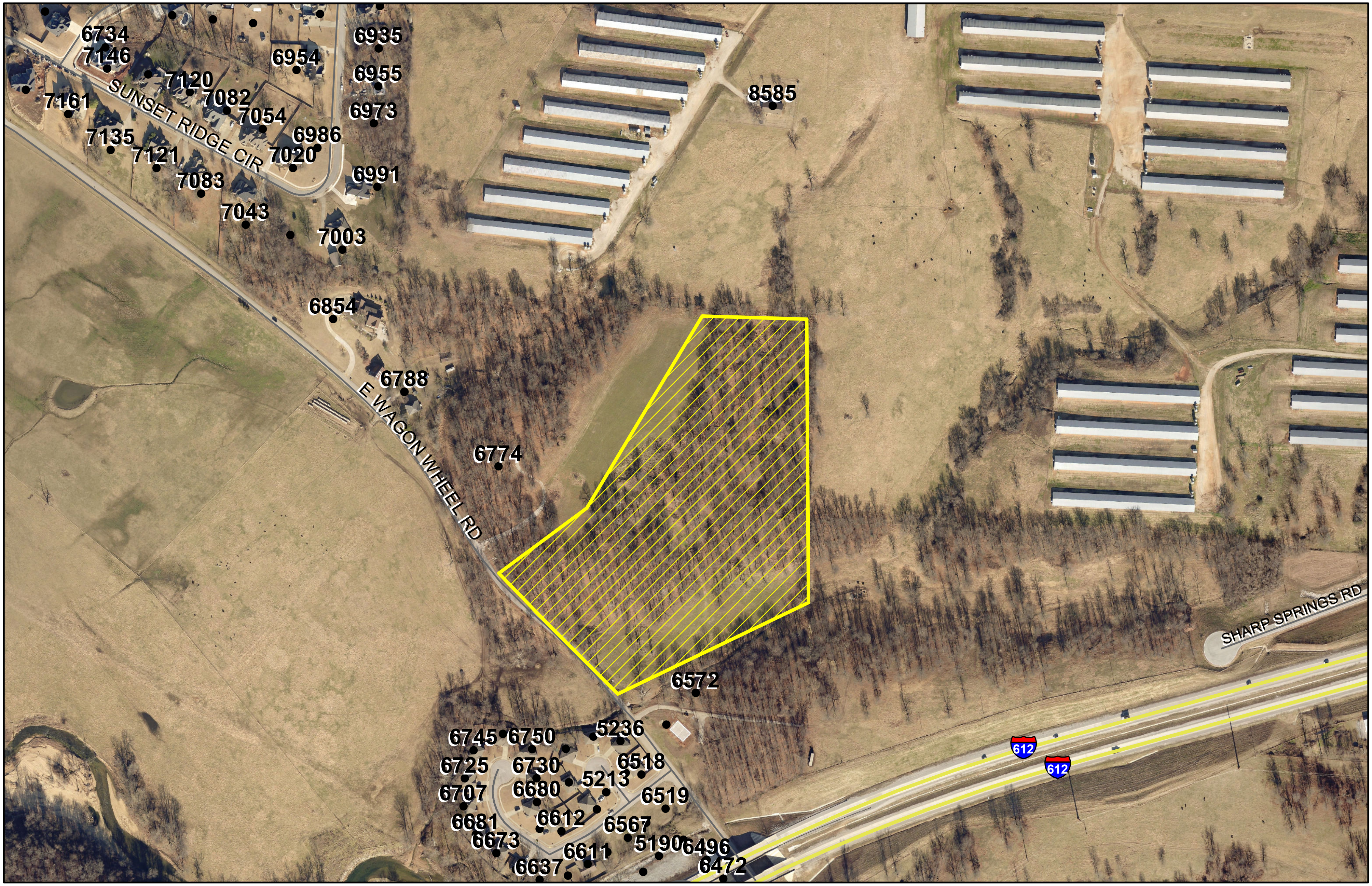
____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest Cate, City Attorney



N

0 87.5175 350 525 700
Feet
For Location Reference Only

FILE NO. W22-03
APPLICANT: Neil Johnson & Carla Burg
REQUEST: Waiver of sidewalk and driveway requirement

PLANNING COMMISSION MEETING
February 1, 2022

RESOLUTION NO. ______

A RESOLUTION EVIDENCING THE CITY'S INTENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF FACILITIES THAT WILL BE USEFUL IN SECURING OR DEVELOPING INDUSTRY NEAR THE CITY OF SPRINGDALE, ARKANSAS, TO BE LEASED TO TODAY'S POWER, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq*. (the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities;

WHEREAS, Today's Power, Inc. or an affiliate thereof (the "Company") has evidenced its interest in financing the acquisition of land and/or leasehold rights, construction of infrastructure and improvements, and acquisition and installation of equipment related to a photovoltaic solar energy generation facility and a battery energy storage facility located near the City of Springdale (the "Solar-Storage Project") through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry near the City, and to aid in the financing thereof under the provisions of the Act.

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

Section 1. The City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Solar-Storage Project and to have the costs of the Solar-Storage Project financed from the proceeds of revenue bonds of the City (the "Bonds") to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed $10.2 million. The City confirms its intent to issue Bonds for the purposes stated in this Resolution.

Section 2. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 *et seq*., the Solar-Storage Project may be exempt from ad valorem taxation. The City confirms its intent to enter into an Agreement for Payments in Lieu of Taxes ("PILOT Agreement") with the Company, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. Based on the information available to the City and the Company as of the date of adoption of this Resolution, each intend that the PILOT Agreement will provide for an abatement of 65% percent of the ad valorem taxes that would otherwise be due with respect to the Solar-Storage Project. Further, the City and Company intend that the term of the PILOT Agreement will be for approximately 20 years.

The final form of and terms of the PILOT Agreement shall be considered for approval by the City Council after the holding of a public hearing and compliance with the statutory notice requirements of Ark. Code Ann. §§ 14-164-701 *et seq*. at or prior to the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

PASSED AND APPROVED this ______ day of ___________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

Today's Power

Your Energy Partner

SPRINGDALE SCHOOL DISTRICT PILOT PROPOSAL

Who We Are

Owned by the Electric Cooperatives of Arkansas, **Today's Power, Inc. (TPI)** was created to serve its members who had a desire to offer community solar to their members. TPI can provide solar facilities to electric cooperatives that could otherwise not utilize federal tax incentives.

Today's Power is now an integral part of helping the electric cooperative and public power sector serve their members who are interested in solar and emerging technologies. As an integral part of the electric cooperatives, TPI has access to a wide range of expertise and resources. TPI offers utility-scale and commercial solar and energy storage solutions as well as electric vehicles and charging solutions.

Today's Power
Your Energy Partner

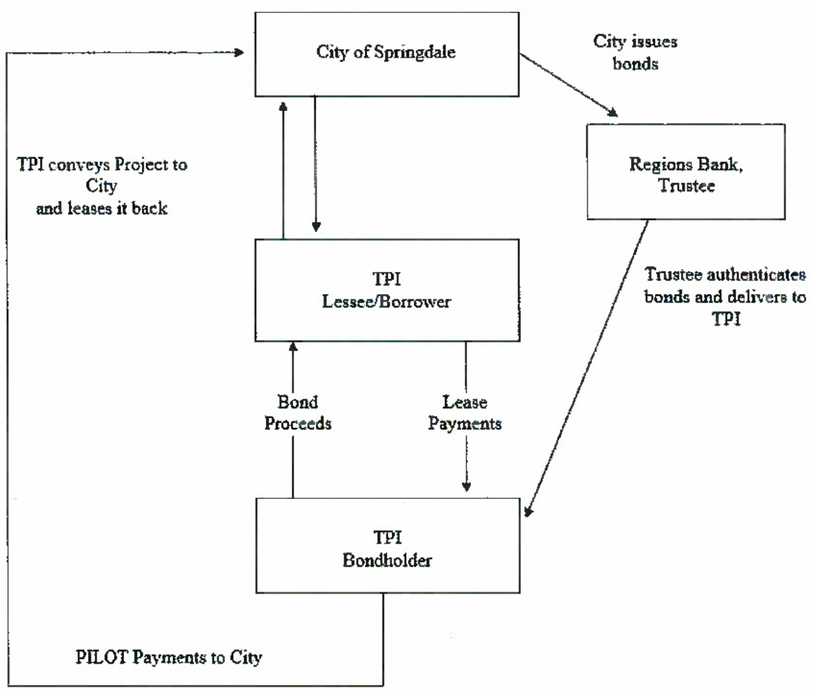
Project Description

Today's Power, Inc. proposes to develop, construct, own, operate and maintain a solar project for the Springdale School District with a projected total size of approximately 2.4 MW of installed solar capacity and 7.5 MW of installed battery storage located on a piece of property adjacent to Sonora Middle School near the City of Springdale.

Today's Power
Your Energy Partner

Payments in Lieu of Taxes (PILOT)

Springdale Taxable Industrial Development Revenue Bonds (TPI-Springdale School District Solar Project)



A PILOT agreement is necessary for the business model governing the proposed solar generating project to be economical.

Currently, the solar facility is subject to a personal property tax. Under state law, Today's Power, Inc. can enter into a PILOT agreement with the City where payments are made in lieu of property taxes. The payments made would be 35% of the normal tax amount. The City would become the owner of the asset and would lease the asset back to Today's Power.

Today's Power
Your Energy Partner

Payments in Lieu of Taxes (PILOT)

Cost	10,200,000			
Appraisal	2,040,000			
Millage	52.70	40.50	6.50	5.70
PILOT Payment Schedule		**School**	**County**	**City**
10/1/2021	37,627.80	28,917.00	4,641.00	4,069.80
10/1/2022	34,617.58	26,603.64	4,269.72	3,744.22
10/1/2023	33,112.46	25,446.96	4,084.08	3,581.42
10/1/2024	31,607.35	24,290.28	3,898.44	3,418.63
10/1/2025	30,102.24	23,133.60	3,712.80	3,255.84
10/1/2026	28,597.13	21,976.92	3,527.16	3,093.05
10/1/2027	27,092.02	20,820.24	3,341.52	2,930.26
10/1/2028	25,586.90	19,663.56	3,155.88	2,767.46
10/1/2029	24,081.79	18,506.88	2,970.24	2,604.67
10/1/2030	22,576.68	17,350.20	2,784.60	2,441.88
10/1/2031	21,071.57	16,193.52	2,598.96	2,279.09
10/1/2032	19,566.46	15,036.84	2,413.32	2,116.30
10/1/2033	18,061.34	13,880.16	2,227.68	1,953.50
10/1/2034	16,556.23	12,723.48	2,042.04	1,790.71
10/1/2035	15,051.12	11,566.80	1,856.40	1,627.92
10/1/2036	13,546.01	10,410.12	1,670.76	1,465.13
10/1/2037	12,040.90	9,253.44	1,485.12	1,302.34
10/1/2038	10,535.78	8,096.76	1,299.48	1,139.54
10/1/2039	9,030.67	6,940.08	1,113.84	976.75
10/1/2040	7,525.56	5,783.40	928.20	813.96
	437,987.59	336,593.88	54,021.24	47,372.47

The PILOT we are offering is annual payments in lieu of taxes beginning the first year the project breaks ground and continuing through the entire 20-year term.

The project is estimated to cost $10,200,000. Based on that anticipated cost, we estimate a total payout of $437,987.59 over the project's 20-year term.

After 20 years, the agreement will end and the asset will sold back to TPI for a de minimis amount.

Today's Power
Your Energy Partner

RESOLUTION NO. ______

A RESOLUTION CONFIRMING THE CITY'S INTENT TO ISSUE BONDS FOR THE PURPOSE OF ASSISTING IN THE FINANCING OF FACILITIES THAT WILL BE USEFUL IN SECURING OR DEVELOPING INDUSTRY NEAR THE CITY OF ______, ARKANSAS, TO BE LEASED TO TODAY'S POWER, INC., PURSUANT TO THE AUTHORITY OF THE LAWS OF THE STATE OF ARKANSAS, INCLUDING PARTICULARLY AMENDMENT 65 TO THE ARKANSAS CONSTITUTION AND THE MUNICIPALITIES AND COUNTIES INDUSTRIAL DEVELOPMENT REVENUE BOND LAW, AND FOR OTHER PURPOSES.

WHEREAS, the City of ______, Arkansas, is authorized under the provisions of Amendment 65 to the Arkansas Constitution and the Municipalities and Counties Industrial Development Revenue Bond Law, Ark. Code Ann. §§ 14-164-201 *et seq.* (the "Act"), to own, acquire, construct, equip, and lease facilities to secure and develop industry and to assist in the financing thereof by the issuance of bonds payable from the revenues derived from such facilities; and

WHEREAS, Today's Power, Inc. or an affiliate thereof (the "Company") has evidenced its interest in financing the acquisition of land and/or leasehold rights, construction of infrastructure and improvements, and acquisition and installation of equipment related to a photovoltaic solar energy facility to be used as a solar generation facility [within] [near] the City of ______ (the "Solar Farm Project") through the issuance of bonds under the authority of the Act; and

WHEREAS, the City desires to assist the Company in order to secure and develop industry [within] [near] the City, and to aid in the financing thereof under the provisions of the Act.

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

Section 1. The City and the Company desire to cooperate in the acquisition, constructing, and equipping of the Solar Farm Project and to have the costs of the Solar Farm Project financed from the proceeds of revenue bonds of the City (the "Bonds") to be issued pursuant to the Act in an aggregate principal amount now estimated not to exceed $______. The City confirms its intent to issue Bonds for the purposes stated in this Resolution.

Section 2. The City and the Company recognize that under the Arkansas Constitution and decisions of the Supreme Court of Arkansas and in accordance with Ark. Code Ann. §§ 14-164-701 *et seq.*, the Solar Farm Project may be exempt from ad valorem taxation. The City confirms its intent to enter into an Agreement for Payments in Lieu of Taxes ("PILOT Agreement") with the Company, providing for payments in lieu of a portion of the ad valorem taxes that would otherwise be levied by local public bodies with taxing authority. Based on the information available to the City and the Company as of the date of adoption of this Resolution, each intend that the PILOT Agreement will provide for an abatement of ____ percent of the ad valorem taxes that would otherwise be due with respect to the Solar Farm Project. Further, the City and Company intend that the term of the PILOT Agreement will be for approximately __ years.

The final form of and terms of the PILOT Agreement shall be considered for approval by the City Council after the holding of a public hearing and compliance with the statutory notice requirements of Ark. Code Ann. §§ 14-164-701 *et seq.* at or prior to the meeting of the City Council at which the ordinance authorizing the issuance of the Bonds is considered for approval.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Section 4. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this Resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this Resolution, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this Resolution.

Section 5. All orders or resolutions of the City in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: ____________, 2021

APPROVED:

____
Mayor

____
City Clerk

Today's Power is asking for the City of Springdale to approve of the PILOT today by passing a resolution of intent.

Today's Power
Your Energy Partner

In Conclusion

By supporting a PILOT agreement, you ensure the economic viability of this project.

What this means for the City of Springdale:

- Local economic impact
- Savings to the member cooperative
- More disposable income to members
- Attract new businesses
- Potential for more solar

Today's Power
Your Energy Partner

Questions??

Thank You!

Today's Power
Your Energy Partner

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING CITY OF SPRINGDALE MEMBERSHIP IN THE MUNICIPAL ARTS ALLIANCE (MMA)

WHEREAS, the development of arts and culture in Northwest Arkansas will be strengthened by a cohesive strategy and vision across the whole region.

WHEREAS, Creative Arkansas Community Hub & Exchange (CACHE) is a nonprofit organization established by the Northwest Council, committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community; and

WHEREAS, the City of Springdale has a track record of commitment to increase the quality of life for the residents and visitors though ongoing investment in the development of arts and culture; and

WHEREAS, since the City of Springdale and CACHE share a common goal to elevate arts and culture in a collaborative spirit through a Municipal Arts Alliance (MMA) Membership with the terms and conditions as set forth in the attached Municipal Arts Alliance Membership Agreement and made a part of this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that authorization is hereby given for the Mayor to enter into the Municipal Arts Alliance Membership Agreement with the Creative Arkansas Community Hub & Exchange (CACHE) with funds set aside in the Planning Department Budget.

PASSED AND APPROVED this _____ day of _____________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest Cate, CITY ATTORNEY

MUNICIPAL ARTS ALLIANCE MEMBERSHIP AGREEMENT

This Agreement is made between The City of Springdale (hereinafter called "City"), and Creative Arkansas Community Hub & Exchange (hereinafter called "CACHE").

In consideration of the mutual promises in this Agreement, the parties above agree as follows:

1. MUNICIPAL ARTS ALLIANCE (MAA) OBJECTIVES

Vision: The development of arts and culture in Northwest Arkansas will be strengthened by a cohesive strategy and vision across the whole region.

CACHE is a nonprofit committed to connecting, supporting, and developing Northwest Arkansas' arts and culture community.

Role of municipal government: The necessary role of municipal government is to stimulate and sustain arts and creativity for all residents and communities. Through investing in vibrant and varied cultural programming; elevating local traditions, rituals, and cultural practices; and supporting the livelihoods of artists and artisans, municipal government is a key agent in local creative ecosystems. Rather than amassing showpiece art collections—the way private institutions might—the work of municipal agencies is to foster a civic ecosystem, including wellness, foodways, performance, folk art, and other forms of creative expression. Ultimately, municipal art and creative investments contribute to public life and sense of belonging.

2. SCOPE OF WORK OVERVIEW/ MEMBERSHIP BENEFITS

Inter-agency learning and best practices: CACHE proposes to engage its team and nation-wide subject matter experts and consultant partners to support the MAA members in the following ways:

- Monthly MAA meetings (at least 10; at least 5 of them hosting national arts leader guests) about shared topics of challenge, opportunity, and best practices
- Networking and shared learning opportunities
- Access to resources and tools (i.e., data and information, sample templates, policies, best municipal practices for art selection, curation and programming, diversity, equity and inclusion practices and processes, sample proposal process language, maintenance plans, processes for equitable resource distribution)
- Once per year, travel as a cohort (budget covers one representative per City) to a more mature/advanced arts market nationally for learning, networking, inspiration ($1,500-2,000/per person)

- Connectivity to networks of arts experts and municipal arts leaders across the country
- Collective fundraising and grant-seeking efforts for regional programming / projects
- Access to 1:1 time with CACHE team and national consulting partners
    - CACHE staff and national consulting partner rates are between $100 - $190/hour dependent upon subject matter and level of expertise
    - CACHE staff and national consulting partners plan to provide around 230 hours of consultation per year
    - Consultation topics to be determined with City, with possible topics including: public art, music policy, public art activation, arts strategy, cultural planning, arts and culture staff support, RFQ/RFP templates and proposals, national connections and other topics to be determined based on participants' needs

Proposed learning topics, format, and schedule are included as an APPENDIX.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The CACHE team and its sub-contracted partners (paid by CACHE) will provide consulting hours as described above.

It is the responsibility of the City to select a representative that will be the key point of contact with the CACHE team; This key contact must be an active participant, attending at least 8 meetings annually (or send a representative), attend the cohort trip (or send a representative), actively engage with consultants, and commit to collaborate with the cohort and contribute knowledge and shared learning.

The City will host at least 1 in-person monthly meeting as COVID-safety allows.

CACHE will consult to collaboratively help the City identify measurable goals from the list above and help the key City contact to plan corresponding allotted consultant hours.

CACHE staff will organize the once a year travel plans; each City representative will be reimbursed for their airfare, hotel, and per diem. CACHE will communicate these cost parameters.

4. PAYMENT

City will pay CACHE in the amount of ___**$26,440**_____ total. Half of overall fee ($13,220) will be due March 1, 2022 and upon receipt CACHE will commence the above described scope of work. The remaining 50% ($13,220) will be due to CACHE on April 31, 2022.

Check payable to

Creative Arkansas Community Hub & Exchange (CACHE)

Mailing Address

c/o Northwest Arkansas Council

4100 Corporate Center Drive, Suite 205

Springdale, AR 72762

5. BINDING EFFECT

This Agreement sets forth the full and complete understanding between CACHE and City and shall be binding upon CACHE and City as well as their respective successors and assigns. Any questions or clarifications required by City regarding this Agreement must be directed to CACHE prior to the execution of this document by City.

In witness whereof, the parties hereto have executed this Agreement by its appropriate officer, the date written below.

2.14.22

Signature of CACHE Authorizing Official Date

Signature of City Authorizing Official Date

Return signed Agreement to:

kelsey@cachecreate.org

Creative Arkansas Community Hub & Exchange (CACHE)

APPENDIX

Proposed itinerary for Municipal Arts Alliance 2020 peer learning program (as of 1/1/2022)

#	Date	Topic	Location *virtual as needed TBD	Participants will…	Presenter / partner
1	April	1:1 meetings with consultant Philip Barash	CACHE / coworking space	set individual and common goals for the learning; validate topics and schedule as needed; respond to initial evaluation survey	CACHE; evaluator tbd
2/3	May	Launch mini-symposium: the case for arts and culture	Artist space	clearly articulate the human and economic value of integrating arts and culture into policy at the municipal and regional levels	Michael Orlove, National Endowment for the Arts
4	June	Public finance	Siloam Springs	explore multiple economic models, including TIFs, bonds, improvement districts, and other incentives that support cultural infrastructure	HR&A
5	July	Music Ecosystems	Bentonville	learn from and adapt policy tools that make cities more hospitable to music ecosystems	Jesse Elliott, CACHE
6	Aug	Summer social: budgeting in the park	Rogers	share knowledge and experience among the group regarding the 2022 budgeting process	All; visual note-taker for budgets
7/8	Sept	Road trip: learning from colleagues (Workforce / Housing / Mobility)	Columbus, IN; Denver, CO; Tulsa, OK; Grand Rapids, MI	immerse themselves into arts and culture policy of another region for an opportunity to share insights regarding workforce development, mobility, and housing	TBD
9	Oct	Creative community development	Springdale	connect cultural practices to community development goals, such as affordable housing development and placekeeping	North Shore Community Development Corporation
10	Nov	Building an arts department and policy	Fayetteville	investigate successful models for structuring a working municipal "arts department" and policy, foregrounding	Lucas Cowan, CACHE

				Fayetteville as the latest regional model	
11/12	Dec	Holiday social: conclusion / evaluation	Artist space	reflect on the learning to date, evaluate progress,and forumulate next steps	TBD

Signature of Northwest Arkansas Council, CACHE Authorizing Official Date

Signature of Project Partner Authorizing Official Date

Return signed Agreement to:
kelsey@nwacouncil.org
Creative Arkansas Community Hub & Exchange (CACHE)

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE ALLOCATION OF FUNDS FOR THE LUTHER GEORGE PARK IMPROVEMENT PROJECT.

WHEREAS, on February 23, 2021, the City Council of the City of Springdale, Arkansas, adopted Resolution No. 26-21 designating the Luther George Park Improvement Project as the project for which a $2,000,000.00 contribution from the Springdale Public Facilities Board is to be applied, said funds to be derived from the sale of Springdale Public Facilities Board owned property;

WHEREAS, the City Council of the City of Springdale wishes to proceed with the design and construction of the Luther George Park Improvement Project prior to receiving the $2,000,000.00 contribution from the Springdale Public Facilities Board;

WHEREAS, expenditures up to $2,000,000.00 made from the unreserved general fund for the Luther George Park Improvement Project shall be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that up to $2,000,000.00 be allocated from the unreserved general fund for the Luther George Park Improvement Project, with any funds thereby expended to be reimbursed from the contributions made to the City by the Springdale Public Facilities Board, as provided in Resolution No. 26-21.

PASSED AND APPROVED this _______ day of ________________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 5576 N. OAK STREET TO GUADALUPE MASONRY HOMES, LLC.

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

> Part of the SW1/4 of the NE1/4 of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-wit: Commencing at the NE corner of said SW1/4 of the NE1/4, thence S2°34’40” W 233.50 feet to the Point of Beginning, thence S2°34'40" W 342.76 feet, thence N85°38’02” W 416.00 feet, thence S2°34’40” W208.00 feet, thence N85°46’37” W 849.74 feet, thence along the East right-of-way of the Arkansas and Missouri Railroad N2°00’21” E 553.50 feet, thence S85°36’53” E 1271.34 feet to the Point of Beginning, containing 14.07 acres, as shown on a Plat of Survey by G.E. Buescher, Registered Professional Land Surveyor, State of Arkansas No. 1181, dated May 01, 2017. Subject to the right-of-way of North Oak Street along the East side of the property and subject to any other easements of record.
>
> Benton County Tax Parcel No. Parcel No. 21-00103-077

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

WHEREAS, Guadalupe Masonry Homes, LLC, has made an offer to purchase the Property from the City for the sum of $480,000.00, and has agreed to dedicate thirty (30) feet of right-of-way along the east boundary of the Property to the City of Springdale for future improvements to N. Oak Street;

WHEREAS, the amount offered by Guadalupe Masonry Homes, LLC, for the Property is reasonable;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Guadalupe Masonry Homes, LLC, for the total sum of $480,000.00.

PASSED AND APPROVED this _______ day of ________________________, 2022.

____
Doug Sprouse, Mayor

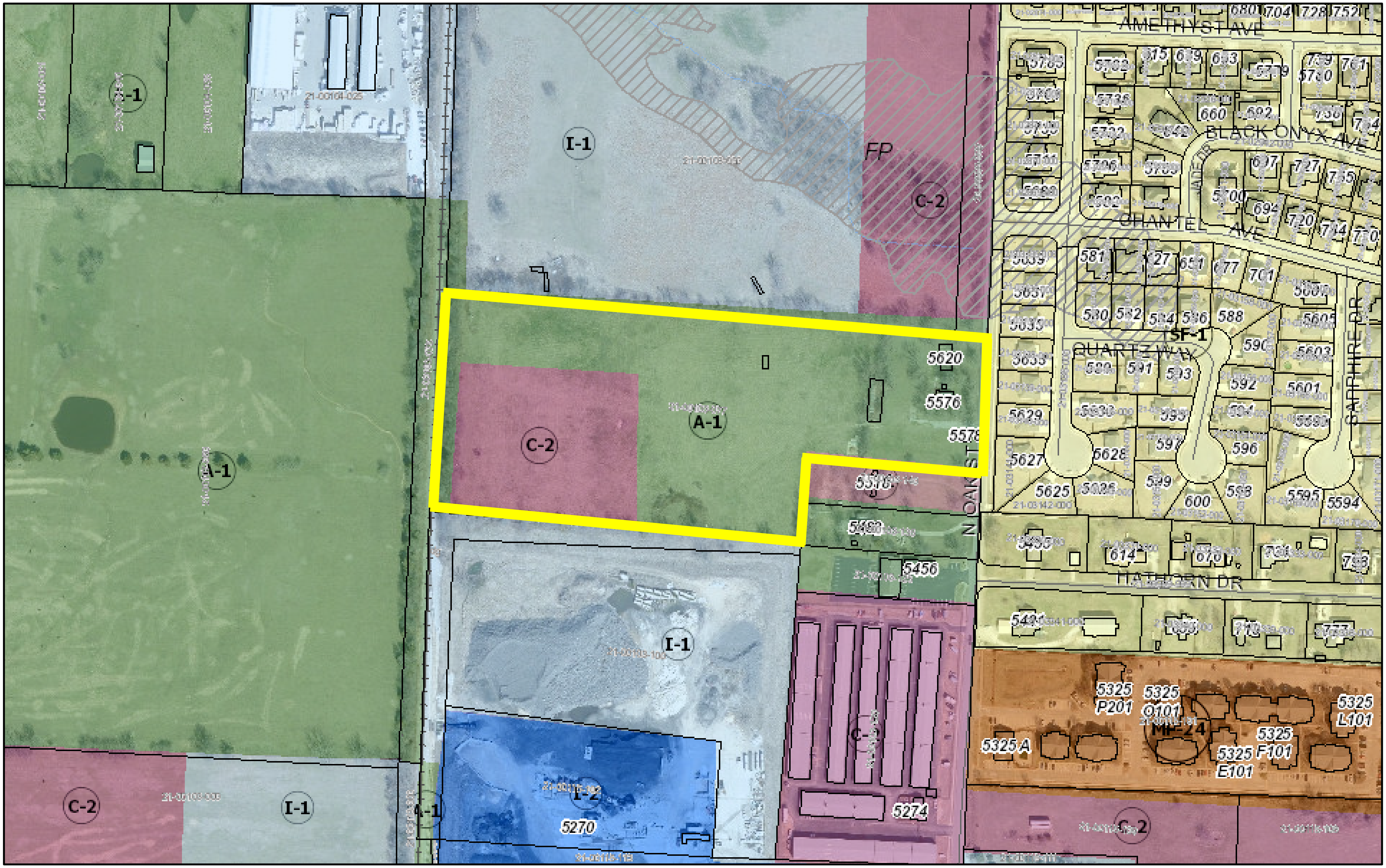
ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

City of Springdale Zoning Map



January 26, 2022

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

STREETS - ALL

INTERSTATE

RAMP

1:4,000

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

City of Springdale, Clayton Sedberry

Clayton Sedberry | City of Springdale |

RESOLUTION NO. ________

A RESOLUTION TO WAIVE COMPETITIVE BIDDING FOR THE ADDITIONAL RENOVATION AND IMPROVEMENTS TO THE RECREATION CENTER

WHEREAS, the Springdale Parks and Recreation Director has recommended some improvements to the recreation center, and

WHEREAS, quotes have be obtained from two contractors for the completion of these improvements, and

WHEREAS, these improvements need to be completed before the spring youth programs begin, therefore the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

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

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

Section 1. This Council finds that due to the specific needs of the Parks Department, it is not feasible or practical to use competitive bidding and competitive bidding on the completion of certain improvements to the recreation center are here by waived for an amount not to exceed $134,000.

Section 2. There is hereby appropriated $134,000 of funds from the General Fund Reserve for this project.

PASSED AND APPROVED this 22nd day of February, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM

____
Ernest B. Cate, City Attorney

Updated Numbers: Sent by Chad on 2/17/22

HAHN ENTERPRISES INC.

P.O. Box 19495
New Orleans, LA 70179
www.hahn-enterprises.com
Phone: 504-488-3536

PROPOSAL 440

February 11, 2022
DATE

Gymnasium, Playground and Recreation Equipment - Sales & Service

Customer Information

	Zach Walls
ORGANIZATION:	**Springdale Parks & Recreation**
PHONE	479-751-8185
EMAIL:	zwalls@springdalear.gov
SHIP TO:	**Springdale Recreation Center**
	1906 Cambridge St.
	Springdale, AR 72764
BILL TO:	**Invoice will be sent to the above email address unless another email or mailing address is provided.**

Destination
F.O.B.
FREIGHT

Purchase Order required, net 15 days upon receipt
TERMS

10 - 12 weeks
SHIPPING TIME

Pricing Good for 30 days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		SnapSports REVolution 66' X 100' basketball			-	$ -
6600	SNPQ11471	sports court, includes 50' X 84' (1) Basketball		6.20	-	$ 40,920.00
		court, (1) Volleyball court, and (1) Pickle-Ball			-	$ -
		court lines & Court Keeper under-layment (see			-	$ -
		drawing			-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
		NASPO ValuePoint Master Agreement # 6485			-	$ -
		Contract # **4600039863**			-	$ -
		Vendor # 100237017			-	$ -

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY HAHN ENTERPRISES INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

	Total Weight	-
	SUBTOTAL MATERIAL	$ 40,920.00
	INSTALLATION	N/A
	FREIGHT	$ 1,861.00
2.00%	CITY TAX	$ 855.62
1.25%	COUNTY TAX	$ 534.76
6.500%	STATE TAX	$ 2,780.77
	TOTAL	$ 46,952.15

ACCEPTED BY CUSTOMER DATE

PRINT NAME

Jack Cartwright 2/11/2022
PROPOSED BY HEI REPRESENTATIVE DATE

Jack Cartwright 479-263-8834 jack@hahn-enterprises.com
PRINT NAME

MILESTONE™

CONSTRUCTION COMPANY, LLC

Lump Sum Proposal / Agreement

Proposal For:

City of Springdale- Parks and Recreation

Attn: Chad Wolf

Project Information:

Springdale Recreation Center
1906 Cambridge Street
Springdale, AR

Milestone Construction is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Milestone. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Milestone shall furnish all labor, materials and equipment unless otherwise noted, for the following specific scope of work:

- 20 gauge metal stud framing
- Supply and install door and frame (Trim installed by owner)
- In-wall fire rated wood backing and fire rated in- wall backing
- R-11 & R-19 Unfaced insulation (in new walls)
- 5/8" Type X and 5/8" moisture resistant sheetrock
- Misc Sheetrock trim/ bead
- Walls to be finished to level 4 finish
- 15/16" Acoustical Ceiling tile grid 2' x 4' with Armstrong #1729 tile
- Submit scope of work letter to Springdale Fire Marshal Office.
- Install (13) chrome semi recessed fire sprinkler heads into new ceilings utilizing flex drops
- Install (2) brass upright fire sprinkler heads
- Utilize 1" black sch 40 piping
- Flex drops to grills
- 5 supply grills – 2 in conference room, 1 in storage room, 1 in each bathroom
- Supply is tied into existing spiral duct work, uses holes cut for supply air in spiral
- Transfer grill above door for return
- Transfer grills in conference room and storage rom
- Supply duct is wrapped snap lock pipe
- All HVAC grills and pipe attached to structure
- Supply and install three toilets, one urinal, and four sinks with faucets.
- Plumbing will be brought from restrooms on first floor.
- Water lines will be pex and drain in pvc.
- Hot water will be brought from hot water line below.

- Vents will be run to existing vent in wall on second floor
- Supply and install light fixtures to match existing.
- Supply and install receptacles per code.
- Fire alarm tie into existing.
- Toggle switch for lighting control
- Bring circuits from existing panels on lower level
- Supply and install Kawneer 450 center set in interior openings.
- Doors will be CRL heavy glass doors (pair)
- Hardware will be overhead closers, center pivots, 12" back-to-back pulls, 10" bottom rail, MS dead bolt lock in bottom of door.
- Finish will be class I clear anodized.
- Glass will be ½" clear tempered.
- Brake metal trim finish to match storefront
- Supply and install baked enamel toilet partitions.

Lump Sum ______________________________ **$112,461.00**

Option for painting______________________________ **$4,968.00**

Option for flooring______________________________ **$16,348.00**

EXCLUSIONS from the scope of work in this proposal are as follows:

- Excludes any item not specifically called out in the scope.
- Any item discovered during the course of work not specifically addressed, will be subject to additional charges.
- A clean clear work area must be provided for Milestone's craftsmen, Subcontractors, and the use of mobile equipment.

SCHEDULE for the above scope of work ("Work"), is based on Milestones Normal Working Hours and Workdays, and shall not exceed 30 workdays from the project start date. Unless otherwise agreed, Normal Working Hours and Workdays are defined as Monday through Friday, 7 a.m. – 3:30 p.m. Upon receipt of your written acceptance of this proposal and receipt of applicable permits and governmental approvals, up to 5 workdays shall be required as lead time prior to the project start date. If Milestone is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Milestone; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Milestone with payments due in full no later than 30 day(s) from the invoice date.

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, this Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute the "Work". Milestone shall exercise the degree of care, skill, and diligence in the performance of the Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Milestone shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Milestones' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Milestone under this Agreement does not and shall not be construed to approve, represent, or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct, and complete; and Milestone is entitled to rely upon the adequacy, accuracy and completeness of such documents.

Payment: Owner agrees to pay Milestone for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed, and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE-NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE-NAMED PROVIDER AND CONTRACTOR JOINTLY.

Insurance: Milestone shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.

Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The arbitration shall be held in the county and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Milestone may terminate this Agreement only in the event of a material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure or fails to diligently commence to cure an alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: MILESTONE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third-party union-related dispute or activities on or near the Project, not directly involving Milestone or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Milestone's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Milestone. Neither Milestone's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Milestone to any such terms. Milestone will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Milestone excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after-hour work, shift work, weekend or holiday work. **EEO:** Milestone complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law. Additional Work: Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of this Agreement. Confidential & Competitive Information: Owner acknowledges that certain information provided to it by Milestone contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Milestone's research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Milestones, its related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information to Milestone and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Milestone because of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract. Governing Law: This Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:

Lance Norsworthy

Milestone Construction Services

Accepted by Owner:
Signature/Title: ____________________

____

Acceptance Date: ____________________

Desired Project Start Date: ____________________

DATE: February 4, 2022
PROPOSAL SUBMITTED TO: City of Springdale Parks and Recreation
WORK PERFORMED AT: 1906 Cambridge Street Springdale, AR

Scope: All, supervision, labor, material, and equipment to: Build new classroom, two new gang bathrooms and storage rooms in the existing space.

- **Build new walls:**
  - **Frame walls using 10'--3-5/8" steel studs**
  - **Insulate walls with R13 insulation**
  - **Install 5/8 drywall on both sides**
- **Finish new walls:**
  - **Tape, mud and float drywall on new walls**
  - **Prime new walls (no paint)**
- **Install electrical**
  - **27 – LED 2x4 flat panel lay ins for offices and bathrooms**
  - **18 – 4' LED cable hung strip lights in open area(similar to existing in other areas)**
  - **2 – LED exit lights**
  - **3 – LED emergency lights**
  - **Switching per design**
  - **Occ sensors in bathrooms**
  - **17 – General use receptacles throughout space**
  - **2 – GFI receptacles (one in each bathroom)**
  - **Reuse of existing electrical panels and breakers**
  - **3 – Data back boxes with conduit stubbed above ceiling**
  - **30A power feed for hot water heater**
  - **2 – Power connections for exhaust fans**
- **Fire alarm relocation as needed**
- **Fire sprinkler head relocation as needed**

Pick-It Construction, Inc.
10024 N Campbell Rd. Fayetteville, AR. 72701
Phone:479-973-5109 www.pickitconstrction.com Fax:479-571-3672

- HVAC
  - Extend new supply and return duct into new space off existing systems.
- Plumbing
  - Men's bathroom:
    - 1-stool
    - 1-urinal
    - 2 wall hung sinks
    - Toilet partitions
    - Bath hardware
      - 1-toilet Paper holder
      - 1-Soap dispenser
      - 2-Framed mirror
  - Women's Bathroom:
    - 2-stools
    - 2- wall hung sinks
    - Toilet partitions
    - Bath hardware
      - 2-toilet paper holder
      - 1-soap dispenser
      - 2-framed mirror
- 2'x4' Grid ceiling with #1729 ceiling tile
  - Optional R19 insulation above ceiling $1,410.00

TOTAL $124,849.00

Exclusions:

- All floorcoverings by others
- Painting by others
- Doors and trim by others
- All data and final connections by others boxes and conduit above ceiling only

Pick-It Construction, Inc.
10024 N Campbell Rd. Fayetteville, AR. 72701
Phone:479-973-5109 www.pickitconstrction.com Fax:479-571-3672

All pricing subject to change with material cost increases.

NOTE:
The pricing does not include any design pro drawings, health department approvals, or permits.

NOTE:
All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are subject to changes due to accidents or delays beyond our control. We propose hereby to furnish labor-complete in accordance with above specifications, for the sum of: $124,849.00 with payment to be made as follows:

25% DUE WHEN MATERIALS DELIVER. PROGRESS INVOICES WILL BE SENT TWICE MONTHLY FOR WORK COMPLETED. FINAL INVOICE WILL BE SENT AT THE TIME WORK IS COMPLETED. PAYMENT IS DUE 15 DAYS FROM ISSUANCE OF INVOICE. (NOTE: IF NOT PAID IN FULL BY 30 DAYS FROM INVOICE DATE, 8% INTEREST WILL BE ADDED)

I would like to thank you for the opportunity to quote on this project and will look forward to hearing from you on the outcome. If you have any questions please feel free to give me a call. **(479) 973-5109**

NOTE: This proposal may be withdrawn if not accepted within 30 days
ACCEPTANCE OF PROPOSAL
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified in the amount of **$124,849.00** Payment will be made as outlined above.

I,______________________________, on behalf of City of Springdale wish to accept this proposal as specified above.

SIGNATURE: **DATE:**

Pick-It Construction, Inc.
10024 N Campbell Rd. Fayetteville, AR. 72701
Phone:479-973-5109 www.pickitconstrction.com Fax:479-571-3672

SPRINGDALE CITY COUNCIL
FEBRUARY 8, 2022

The City Council of the City of Springdale met in regular session on Tuesday, February 8, 2022, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 1
Amelia Williams	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 4
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Jim Vaughan	Assistant Fire Chief
Frank Gamble	Police Chief
John Oliver	Community Engagement
Mike Chamlee	Buildings Director
Wyman Morgan	Director of Financial Servs.
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Engineering Director
Colby Fulfer	Chief of Staff
Mark Gutte	IT Director

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the January 25, 2022 City Council meeting be approved as presented. Council Member Williams made the second.

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

PUBLIC HEARING - PETITION BY LUIS MIGUEL LEONARDO VERDE AND JOSSELINE MARIENE MONTES TREVINO TO ABANDON A PORTION OF A UTILITY EASEMENT AT 3403 CORSICA TERRACE

City Attorney Ernest Cate opened up a public hearing on a petition by Luis Miguel Leonardo Verde and Josseline Mariene Montes Trevino to vacate a portion of a utility easement on Lot 27 in the Renaissance East Subdivision, at 3403 Corsica Terrace.

There were no comments made at the Public Hearing.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

<u>RESOLUTION NO. 7-22 – MAKING THE APPOINTMENT OF LAURIE MARSHALL TO THE SPRINGDALE LIBRARY BOARD</u>

Mayor Sprouse presented a Resolution making the appointment of Laurie Marshall to the Springdale Library Board.

RESOLUTION NO. ____

A RESOLUTION MAKING AN APPOINTMENT TO THE SPRINGDALE LIBRARY BOARD

WHEREAS, Joy Drummonds vacated her seat on the Springdale Library Board with a term set to expire on December 31, 2023, and

WHEREAS, the Springdale Library Board has recommended the appointment of Laurie Marshall to fill said seat and fulfill the remaining term that is set to expire on December 31, 2023, and

WHEREAS, Arkansas Code 13-2-502, provides for appointments to the Library Board by the Mayor with the approval of the City Council, and

WHEREAS, upon recommendation of the Library Board of the City of Springdale, the Mayor recommends the appointment of Laurie Marshall; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Laurie Marshall is appointed to the Springdale Library Board to fulfill the remaining term that is set to expire on December 31, 2023.

PASSED AND APPROVED this ____ day of February, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered <u>7-22</u>.

<u>ORDINANCE NO. 5682 – AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS</u>

Council Member Mike Overton presented an Ordinance amending Chapter 22 of the Code of Ordinances of the City of Springdale, Arkansas.

Section 22-181, *et seq.,* of the Code of Ordinances of the City of Springdale, Arkansas, contains the Plumbing Code and the Fuel Gas Code for the City of Springdale, Arkansas. The City of Springdale had previously adopted the 2006 Arkansas Plumbing Code and the 2006 Arkansas Fuel Gas Code. 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 2018 Arkansas Plumbing Code and the 2018 Arkansas Fuel Gas Code.

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

The vote:

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

No: None

The Ordinance was numbered 5682.

PROPOSED RESOLUTION AUTHORIZING THE SALE OF PROPERTY LOCATED AT 5576 N. OAK STREET TO GUADELUPE MASONRY HOMES LLC

Council Member Jeff Watson presented a proposed resolution authorizing the sale of property located at 5576 N. Oak Street to Guadelupe Masonry Homes LLC for the amount of $480,000. The property was appraised at $525,000.

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

Devin Cluff and Colton Miller were at the City Council meeting and wanted the opportunity to make an offer on this property. They talked with a city representative back in November 2021.

A citizen said this would be a disservice to the Guadelupe Masonry Homes people.

After discussion, Council Member Overton made the motion to table the Resolution to the City Council Committee meeting on Monday, February 14, 2022 to further discuss this item. Council Member Lawson made the second.

City Attorney Ernest Cate said a motion to table trumps a motion to approve. If it fails, then action would be taken on the other motion.

The vote:

Yes: Fougerousse, Williams, Watson, Overton, Lawson

No: Harriman, Powell, Flores

Council Members agreed the process needs to be looked at for selling city owned property.

RESOLUTION NO. 8-22 – TO AUTHORIZE A SUB-AWARD TO UPSKILL NWA FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND A JOB TRAINING AND WORKFORCE DEVELOPMENT PROGRAM

Council Member Jeff Watson presented a Resolution to authorize a sub-award to Upskill NWA from the City of Springdale's American Rescue Plan Act Plan (ARPA) Funds to help fund a job training and workforce development program.

Samuel Lopez, 709 Oakridge Drive, expressed to council that he feels like the ARPA funds could be better used for the community.

RESOLUTION NO. ____

A RESOLUTION TO AUTHORIZE A SUB-AWARD TO UPSKILL NWA FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND A JOB TRAINING AND WORKFORCE DEVELOPMENT PROGRAM

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

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

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

WHEREAS, Upskill NWA is launching a program to provide critical job training and placement services;

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that $2,884,779 be awarded to Excellerate Foundation doing business as Upskill NWA for the purpose of the establishing and operating a workforce development and job placement program for the citizens of Springdale, Arkansas in accordance with eligible use of funds as defined by ARPA; and the Mayor and City Clerk are hereby authorized to execute a Grant Award Agreement for the same**.**

PASSED AND APPROVED this ____ day of February, 2022.

____
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: Fougerousse, Powell, Williams, Watson, Overton, Lawson, Flores, Harriman

No: None

The Resolution was numbered 8-22.

RESOLUTION NO. 9-22 – TO AUTHORIZE THE PROVISION OF GOVERNMENT SERVICES FOR THE CITIZENS OF SPRINGDALE, ARKANAS, FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Council Member Jeff Watson presented a Resolution to authorize the provision of government services for the citizens of Springdale, Arkansas from the American Rescue Plan Act (ARPA) Funds.

A portion of the $9,236,788 American Rescue Plan Act (ARPA) funds designated as lost revenue will be used to purchase twelve (12) police vehicles and outfit the same for the purpose of marked patrol in the amount of $100,247.84.

RESOLUTION NO. ____

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

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

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

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

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

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the $9,236,788 American Rescue Plan Act (ARPA) funds designated as lost revenue to purchase twelve (12) police vehicles and outfit the same for the purpose of marked patrol.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of $100,247.84 to the provision of government services for the citizens of Springdale, Arkansas for the purpose of outfitting twelve (12) new marked police patrol vehicles in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this ____ day of February, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 9-22.

RESOLUTION NO. 10-22 – TO AUTHORIZE THE PROVISION OF GOVERNMENT SERVICES FOR THE CITIZENS OF SPRINGDALE, ARKANSAS FROM THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

Council Member Jeff Watson presented a Resolution to authorize the provision of government services for the citizens of Springdale, Arkansas from the American rescue Plan Act (ARPA) funds.

A portion of the $9,236,788 American Rescue Plan Act (ARPA) funds designated as lost revenue will be used to purchase hardware and other equipment related to information technology in order to continue to provide essential services to the citizens of the City of Springdale in the amount of $250, 000.

RESOLUTION NO. ____

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

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

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

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

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

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the $9,236,788.00 American Rescue Plan Act (ARPA) funds designated as lost revenue to purchase hardware and other equipment related to information technology in order to continue to provide essential services to the citizens of the City of Springdale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS authorizes the obligation of a price not to exceed $250,000 to the provision of government services for the citizens of Springdale, Arkansas for the purpose of purchasing needed hardware and other equipment related to information technology in order to continue to provide essential services to the citizens of the City of Springdale in accordance with eligible use of funds as defined by ARPA.

PASSED AND APPROVED this ____ day of February, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

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

The vote:

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

No: None

The Resolution was numbered 10-22.

ORDINANCE NO. 5683 – AMENDING, RELEASING, VACATING AND ABANDONING A PORTION OF A UTILITY EASEMENT LOCATED AT 3403 CORSICA TERRACE

City Attorney Ernest Cate presented an Ordinance amending, releasing, vacating and abandoning a portion of a utility easement located at 3403 Corsica Terrace.

Luis Miguel Leonardo Verde and Josseline Mariene Montes Trevino are the owners.

There were no comments made at the public hearing.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance "Do Pass". Council Member Lawson made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5683.

ORDINANCE NO.5684 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for removal of overgrown brush and debris on property located at 705 Buford and 612 E. Allen within the City of Springdale, Arkansas and declaring an emergency.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5684.

TRAFFIC COMMITTEE

Council Member Overton asked that the Street Committee look at the intersection of Lake Road and Powell Street to see if it warrants a stop sign.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:33 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer