

- The next Committee Meeting will be held on Tuesday, January 17th, 2023 in the Tiered Training Room.
- Agenda Packet will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF CRIMINAL JUSTICE BUILDING
Tuesday, January 10th, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Lawson

1. Call to Order – Mayor Doug Sprouse

2. Roll Call – Denise Pearce, City Clerk/Treasurer

3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, December 13th, 2022.** Pgs. 76-96

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **8, 12, 13, and 14.** Motion must be approved by two-thirds (2/3) of the council members).*

7. Appointments and Reappointments

A. **A Resolution** approving the appointment of Brent Couch to the Springdale Planning Commission. Presented by Mayor Doug Sprouse. Pg. 1

B. **A Resolution** approving the appointment of Chris Hussein to the Springdale Planning Commission. Presented by Mayor Doug Sprouse. Pg. 2

C. **A Resolution** approving the reappointment of Shannon Mueller to the Springdale Planning Commission. Presented by Mayor Doug Sprouse. Pg. 3

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

An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R23-01) certain lands located at 109 N. 48th Street from Agricultural District (A-1) to Neighborhood Office District (O-1) and declaring an emergency. Pgs. 4-6

9. Finance Committee by Chairwoman Amelia Williams

A. **A Resolution** authorizing the execution of a data access agreement with Streetlight Data, Inc.; and to waive competitive bidding. Forwarded from Committee with recommendation for approval. Presented by James Smith, Public Works Director. Pgs. 7-16

B. **A Resolution** authorizing the execution of a Professional Services Agreement for construction phase services on Dixieland Extension. Forwarded from Committee with recommendation for approval. Presented by Ben Peters, Engineering Director. Pgs. 17-21

C. **A Resolution** to amend the 2022 Budget of the Shiloh Museum to authorize roof repairs at 305 N. Main Street. Forwarded from Committee with recommendation for approval. Presented by Angie Albright, Shiloh Museum Director. Pgs. 22-23

D. **A Resolution** to amend the 2022 Budget of the Shiloh Museum to authorize roof repairs at 307 N. Main Street. Forwarded from Committee with recommendation for approval. Presented by Angie Albright, Shiloh Museum Director. Pgs. 24-25

E. **A Resolution** to waive competitive bidding and to appropriate funds for furniture. Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pg. 26

10. Police and Fire Committee by Chairman Brian Powell

A Resolution to waive competitive bidding and to appropriate funds for equipment. Forwarded from Committee with recommendation for approval. Presented by Blake Holte, Fire Chief. Pgs. 27-29

11. Parks and Recreation Committee by Chairman Mike Lawson

A Resolution authorizing the Mayor and City Clerk to approve a Notice of Additional Services Spackman, Mossop, Michaels for water and sewer improvements related to Luther George Park project. Forwarded from Committee with recommendation for approval. Presented by Ben Peters, Engineering Director.
Pgs. 30-33

12. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. **Pgs. 34-53**
13. **An Ordinance** authorizing the City Clerk to file a lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at 983 W. Sunset Avenue, Springdale, Arkansas; and declaring an emergency. Presented by Ernest Cate, City Attorney. **Pgs. 54-60**
14. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. **Pgs. 61-75**
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor
18. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
APPOINTMENT OF BRENT COUCH TO
THE SPRINGDALE PLANNING
COMMISSION.**

WHEREAS, Roy Covert’s seat on the Springdale Planning Commission will be vacated on January 31, 2023 after serving two and a half terms; and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council; and

WHEREAS, the Mayor has selected Brent Couch to be appointed to Seat #5 on the Springdale Planning Commission; in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that Brent Couch is hereby appointed to Seat #5 on the Springdale Planning Commission for a full term that is set to expire on January 31, 2027.

PASSED AND APPROVED this 24th day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
APPOINTMENT OF CHRIS HUSSEIN TO
THE SPRINGDALE PLANNING
COMMISSION.**

WHEREAS, James R. David, Seat #1, resigned in December 2022 from the Springdale Planning Commission with a term set to expire on January 31, 2026; and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council; and

WHEREAS, the Mayor has selected Chris Hussein to be appointed to Seat #1 on the Springdale Planning Commission for a half-term to fulfill the remaining term that is set to expire on January 31, 2026; in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that Chris Hussein is hereby appointed to Seat #1 on the Springdale Planning Commission for a half-term to fulfill the remaining term that is set to expire on January 31, 2026.

PASSED AND APPROVED this 24th day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
REAPPOINTMENT OF SHANNON
MUELLER TO THE SPRINGDALE
PLANNING COMMISSION.**

WHEREAS, Shannon Mueller’s term on the Springdale Planning Commission expires on January 31, 2023; and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the mayor with the approval of the City Council; and

WHEREAS, the Mayor has selected Shannon Mueller to be reappointed to Seat #6 on the Springdale Planning Commission; in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that the mayor’s reappointment of Shannon Mueller is hereby reappointed to Seat #6 on the Springdale Planning Commission for a (4) four-year term expiring on January 31, 2027.

PASSED AND APPROVED this 24th day of January, 2023.

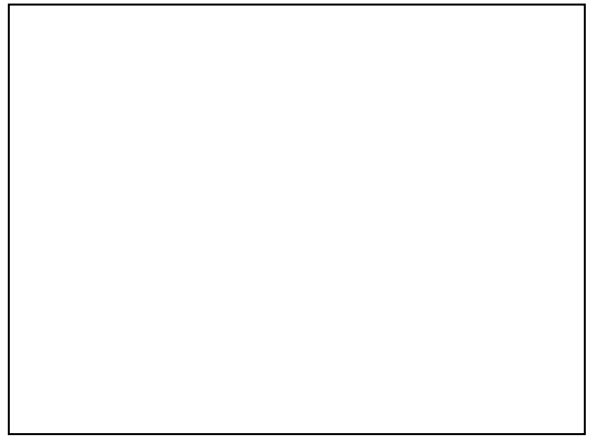
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R23-01) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO NEIGHBORHOOD OFFICE DISTRICT (O-1) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of January 3, 2023 for hearing the matter of a petition of Kevin and Kelli Clardy Maestri requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Neighborhood Office District (O-1).

Layman's Description: 109 N. 48th Street

Legal Description: A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 18 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows: commencing at the southeast corner of said 40 acre tract ; thence N88°36'00" W 895.06 feet to an existing iron rebar at a fence corner for the True Point of Beginning; thence N88°36'00" W 421.75 feet to a chiseled "X" set in a concrete sidewalk; thence N00°08'44" W 155.00 feet to a set $\frac{1}{2}$ " iron rebar; thence S88°34'20 E 421.76 feet to an existing iron rebar at a fence corner post; thence S00°08'44" E 154.80 feet to the point of beginning, containing 1.50 acres, more or less. The above described 1.50 acre tract being subject to the apparent right-of-way of North 48th street.

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

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

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

From Agricultural District (A-1) to Neighborhood Office District (O-1).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

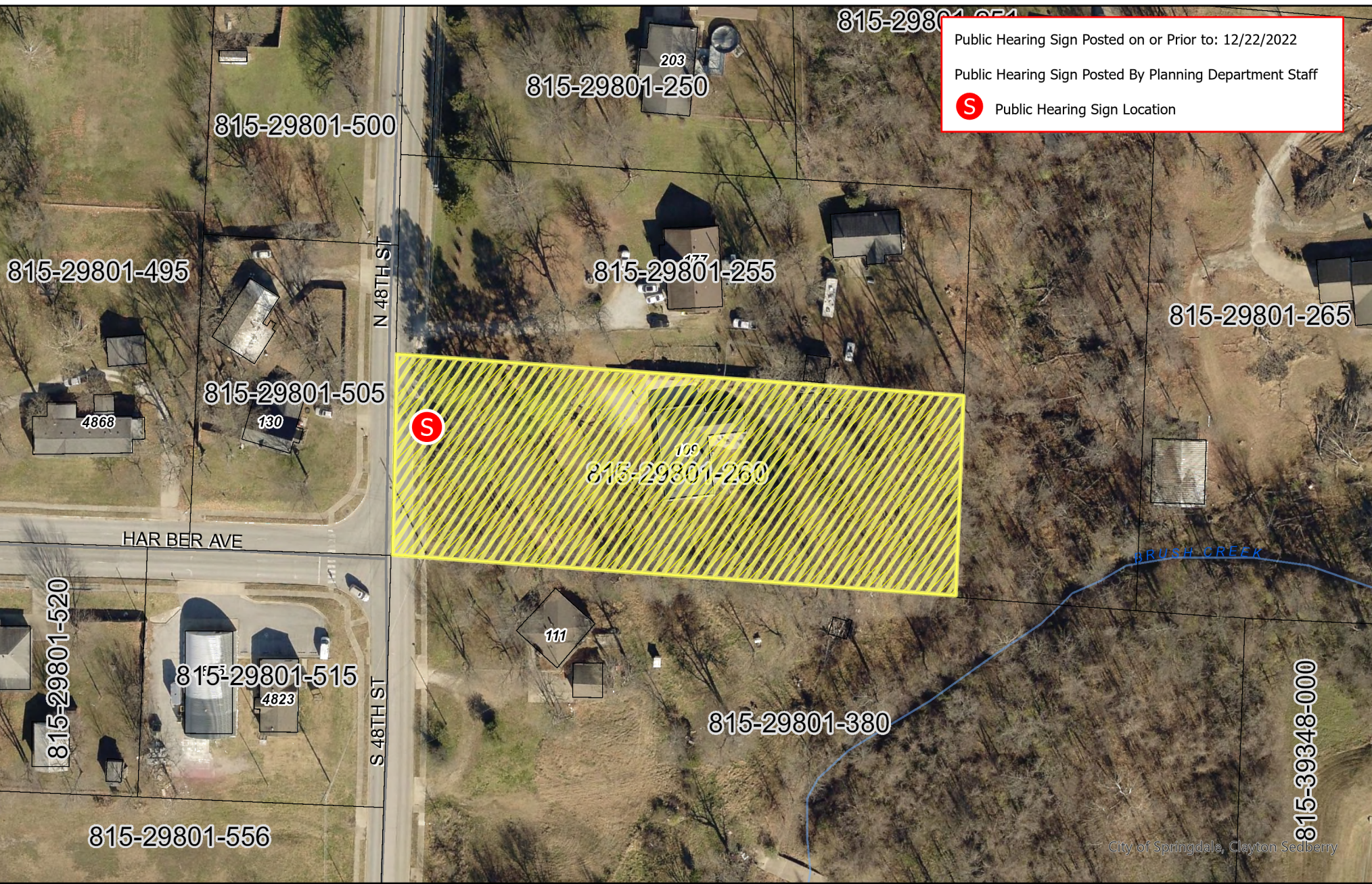
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Public Hearing Sign Posted on or Prior to: 12/22/2022
Public Hearing Sign Posted By Planning Department Staff
S Public Hearing Sign Location



Planning Commission Meeting
January 3, 2023

0 00.01 0.02 0.02 0.03 Miles



PROJECT: R23-01
APPLICANT: Kevin Maestri & Kelli Clardy
REQUEST: Rezone from A-1 to O-1



SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING THE EXECUTION OF
A DATA ACCESS AGREEMENT WITH STREETLIGHT
DATA, INC.; AND TO WAIVE COMPETITIVE BIDDING.**

WHEREAS, the City of Springdale, Arkansas, finds that it is beneficial to obtain and analyze data pertaining to traffic flows within the City;

WHEREAS, StreetLight Data, Inc., has a cloud-based program which allows for the collection and analysis of data pertaining to traffic flows within the City;

WHEREAS, StreetLight Data, Inc.'s subscription is reasonably priced and considered the state of the art in the field of mobility metrics, traffic analysis, and other issues pertaining to traffic flows;

WHEREAS, the approved 2023 Budget of the Public Works Department included an amount for this service;

WHEREAS, the cost for a one-year subscription to the StreetLight Data, Inc., program is \$49,000.00, which is far less than the City has paid in the past for similar services; and

WHEREAS, the StreetLight Data, Inc., program is unique in nature, is a specialized product, and is currently being utilized by the Arkansas Department of Transportation, and therefore, competitive bidding should be waived for this purchase.

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

Section 1: That the Mayor is hereby authorized to execute a Master Data Access Agreement and StreetLight Insight Subscription Order Form with StreetLight Data, Inc., in an amount not to exceed \$49,000.00, to be paid from the Public Work Budget.

Section 2: That competitive bidding is not deemed feasible or practical because of the unique nature and specialization of the product involved and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-303.

PASSED AND APPROVED this _____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

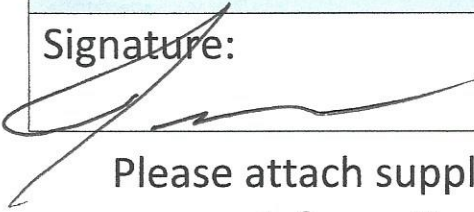
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



SPRINGDALE™
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: <i>Public Works</i>		Date: <i>12-27-2022</i>
Point of Contact: <i>James Smith</i>	Amount Requested: <i>\$ 49,000.00</i>	
Date to be Presented to Committee: <u>1 / 3 / 2023</u>		
Brief Description of Funding Request: <i>Street Light data, 1 year subscription for Traffic data</i>		
Funding Source: (General Fund, Special Fund, etc.) <i>General Fund</i>		
IS IT BUDGETED?		
YES ☒		NO ☐
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☒ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature: 		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source

StreetLight InSight® Subscription Order Form

This StreetLight InSight® Subscription Order Document (the "Subscription Order" or "Order") and the corresponding StreetLight Data Master Data Access Agreement (the "Agreement") between StreetLight Data, Inc. ("StreetLight") and Customer (as defined below) is entered into as of the date of last signature below ("Effective Date") and governs Customer's access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name:

City of Springdale, Arkansas

Entity Type:

city

State of Incorporation

Arkansas

Billing Contact Name:

James Smith

Billing Email:

jsmith@springdalear.gov

Billing Address

Public Works
269 E Randall Wobbe Ln
Springdale, Arkansas 72764
United States

Under the terms of the Agreement, attached hereto, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Seats	Geographical Region	Price
✓ ESSENTIALS (single domain)	50 + 5	City of Springdale	\$49,000.00

Product Special Terms

Up to 50 Users of Customer, and up to 5 Users from Customer's Named Consultants, may create an unlimited number of Zones within the City of Springdale, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Customer will receive access to the following Customer Support:

- StreetLight's North American-based Product Support Engineers will be available to Customer Users throughout the subscription term. The StreetLight Product Support team is available to answer questions daily, and team members are available during regular business hours across all time zones in continental North America to troubleshoot with users. Users can reach the team via a simple form on the online Help Center.
- StreetLight's Online Help Center contains 250+ articles that features FAQs, how-tos, best practices, tips & tricks and more. Help Center content is regularly updated as we continue to add new functionality and Metrics to the StreetLight InSight® platform
- StreetLight maintains an online training portal that contains handcrafted content developed by our experts. This includes guided eLearning courses: Customized learning paths that introduce users to specific topics in bite-sized units. Our handcrafted courses are developed by our experts to help you learn what each feature is, when it's helpful, and how to use it.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.

Delivery

Delivery via StreetLight InSight® Web Application.

Term

As of the Effective Date for a period of one (1) year.

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:
StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

GST/HST #76010 9512 RT0001

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight, at:

ATTN: Legal department,
StreetLight Data, Inc.
4 Embarcadero Center, Suite 3800,
San Francisco, CA 94105
Email: legal@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.

The City of Springdale

SIGNATURE:

SIGNATURE:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this “Agreement”) is made as of the Effective Date in the corresponding Subscription Order, (the “Effective Date”) by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 4 Embarcadero Center, Suite 3800, San Francisco, CA 94105, (“StreetLight”) and **CUSTOMER**, an **Entity** organized under the laws of **State of Incorporation** with offices at **Address**, (“Customer”). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 “Data Products” means StreetLight’s proprietary compilations of geospatial materials created from StreetLight’s data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

1.2 “Subscribed Output” means the materials generated for Customer as output as specified in a Subscription Order.

1.3 “Subscription” means Customer’s access to StreetLight’s Data Products and the use of StreetLight’s Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 “Subscription Order” or “Order” means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 “User(s)” means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive license to access and use the Data Products and Subscribed Output solely for governmental transportation planning and operational analyses.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement. StreetLight acknowledges that Customer may deliver the Subscribed Output to named consultants who are

performing subcontracting services in support of a specific Subscription Order. Customer shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days thereafter: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 StreetLight will be entitled to late-payment fees on undisputed amounts due if payments are not received within thirty (30) days after the due date. Late payment fees are defined as the lesser of one and a half percent (1.5%) of the amount due, compounded each subsequent thirty (30) day period that invoices remain unpaid, or the maximum amount permitted by law. Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any

withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information, the Data Products, and the Subscribed Output, are owned exclusively by StreetLight. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, StreetLight reserves all rights in the Data Products and Subscribed Output and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, "Representative" means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality

obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Indemnification.

(a) To the extent permitted by law, Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) Customer's non-compliance with all applicable laws, or the violation of any applicable law or regulation; (ii) Customer's use of the Data Products; and (iii) Customer's breach of its confidentiality obligations or any other term of this Agreement. Nothing herein shall be construed to constitute a waiver of Customer's sovereign immunity pursuant to Ark. Code Ann. §21-9-301

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) StreetLight's infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight's breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand ("Claim") or in StreetLight's reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party's intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY

OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year. Each Order shall be effective as of the date set forth in the applicable Order and shall continue in full force and effect until (a) the end date set forth in such Order or, if no end date is specified, then upon the expiration of termination of this Agreement; or (b) termination in accordance with the terms of this Agreement or the applicable Order.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of Arkansas, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION PHASE SERVICES ON
DIXIELAND EXTENSION**

WHEREAS, the City of Springdale is in need of construction phase services for the Dixieland Extension project;

WHEREAS, Garver, LLC was selected as the most qualified engineering firm for these projects;

WHEREAS, the price not to exceed amount for professional construction services shall be \$210,000.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Garver Engineering for construction phase services to be paid from the 2018 Street Bond Fund.

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

PASSED AND APPROVED this _____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**City of Springdale
Project No. 18044001**

AMENDMENT NO. 3

This Amendment No. 3, effective on the date last written below, shall amend the original contract between the City of Springdale (“**Owner**”) and Garver, LLC (“**Garver**”), dated January 12, 2021 (the “**Agreement**”).

This Amendment No. 3 adds Services for the:

Construction Phase Services for Dixieland Road Extension in Springdale, AR.

The Agreement is hereby modified as follows:

**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Construction Phase Services

Per Section 12.8 Extension Consideration for Additional Work Requests, the Owner requests additional part-time resident construction observation services as shown in the following table.

The addition of 360 calendar day for construction phase services will be added for the Dixieland Road Extension project, City of Springdale Job 18BPS14.

WORK DESCRIPTION	CONTRACT PERFORMANCE TIME (MOS.)	ORIGINAL CONTRACT PERFORMANCE TIME (DAYS)	AMENDMENT NO. 3 CONTRACT PERFORMANCE TIME (DAYS)	DAYS/WEEK
Construction Phase Services – Dixieland Rd. Extension	12	0	360	4 hrs/day, 5 days/week

**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	AMENDMENT NO. 2	AMENDMENT NO. 3	FEE TYPE
Construction Phase Services – 64 th St. Improvements & Extension	\$178,000.00	\$0.00	\$41,000	\$0.00	Hourly
Construction Phase Services – 40 th St. Improvements	\$0.00	\$266,088.00	\$0.00	\$0.00	Hourly
Construction Phase Services – Gene George South Phase I	\$0.00	\$203,794.00	\$0.00	\$0.00	Hourly
Construction Phase Services – Har-Ber Ave. Ext. Phase I	\$0.00	\$0.00	\$200,000.00	\$0.00	Hourly
Bidding Services – Har-Ber Ave. Ext. Phases I & II	\$0.00	\$0.00	\$27,300.00	\$0.00	Hourly
Construction Phase Services – Dixieland Rd. Extension	\$0.00	\$0.00	\$0.00	\$210,000.00	Hourly
TOTAL FEE	\$178,000.00	\$469,882.00	\$268,300.00	\$210,000.00	

Increase the total amount paid to GARVER under this agreement by \$210,000.00 from \$916,182.00 to \$1,126,182.00.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Springdale

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Garver, LLC

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

Exhibit B**City of Springdale
S. Dixieland Road Extension****CONSTRUCTION PHASE SERVICES**

WORK TASK DESCRIPTION	E-4	C-3	C-2	C-1	X-2	2-Man Crew (GPS Survey)	- Select Category -
	\$203.00	\$171.00	\$140.00	\$109.00	\$97.00	\$247.00	\$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	8				80		
Site Survey						10	
Response to Inquiries	220						
Subtotal - Project Management	228	0	0	0	80	10	0
2. Civil Engineering							
Preconstruction Meeting	4			2			
Utility Coordination Meeting				4			
Progress Meetings with Contractor/City	24			12			
Monthly Pay Requests	8			10	24		
Shop Drawings/Material Submittals	24						
Record Drawings	4			24			
On-Site Meetings							
Resident Construction Observation (360 Cal Days at 4hrs/day)			80	1030			
Field checking earthwork quantities, Contractor's layout, etc.							
Prepare Change Orders	8				20		
Final Project Inspection and Punchlist	2			8			
Subtotal - Civil Engineering	74	0	80	1090	44	0	0
3. Structural Engineering							
Response to Inquiries							
Shop Drawings							
Subtotal - Structural Engineering	0	0	0	0	0	0	0

Hours	302	0	80	1090	124	10	0
Salary Costs	\$61,306.00	\$0.00	\$11,200.00	\$118,810.00	\$12,028.00	\$2,470.00	\$0.00

SUBTOTAL - SALARIES: \$205,814.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$252.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Communications	\$0.00
Survey Supplies	\$0.00
Aerial Photography	\$0.00
GPS Equipment	\$0.00
Computer Modeling/Software Use	\$0.00
Traffic Counting Equipment	\$0.00
Locator/Tracer/Thermal Imager Equipment	\$0.00
Travel Costs	\$3,934.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$4,186.00

SUBTOTAL: \$210,000.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$210,000.00

RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE 2022 BUDGET OF THE
SHILOH MUSEUM TO AUTHORIZE ROOF REPAIRS AT
305 N. MAIN ST.**

WHEREAS, the Shiloh Museum incurred damage to the roof at property owned by the City of Springdale at 305 N. Main St.;

WHEREAS, the City has received insurance proceeds for the damage to the roof;

WHEREAS, the Shiloh Museum would like to pay for the roof repairs at 305 N. Main St., with the proceeds from the insurance proceeds received for the damage; and

WHEREAS, the Shiloh Museum requests that the 2022 budget of the Shiloh Museum be amended to allow the transfer of \$25,879.36 in insurance proceeds from the insurance recovery account to the Shiloh Museum budget, to fund the repairs to the roof at 305 N. Main St.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 budget of the Shiloh Museum be amended to transfer \$25,879.36 from the insurance recovery account to the Shiloh Museum Budget, and the Shiloh Museum is hereby authorized to pay for roof repairs at 305 N. Main St. therefrom.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

RITE WAY ROOFING

ARKANSAS LIC. #0318530114
OKLAHOMA LIC. #80001605

www.ritewayroofingnwa.com

INVOICE

P.O. Box 3877
Fayetteville, AR 72702
479-521-7767

Claim # 22-00465-110

Proposal Submitted to: City of Springdale (Shiloh)	Phone:	Date:
Address: 1000 - 305 N. Main	Job Location/Name	Page ____ of ____
City, State, Zip Springdale AR	Notes:	
Architect:	Date of Plans:	

We Respectfully Submit the Following for Payment

Date	Description	Amount
NOV-25-2022		
	Remove + Replace	
	1-layer O.G. Duvrion Black	
	New felt, New pipe boots,	
	New Turbines, New Drip	
	EDGE, New Box vent,	
	Ice + water in valleys	
	+ SIOE walls, Install	
	PLYWOOD on Porch	
	+ SA Modified Base +	
	CAP Sheet + R/flash	
	Porch	
	haul away ALL debris	
	Install New gutters +	
	Downspouts + Gutter screen	
	Total Due	

Payment Terms:

\$25,879 ³⁶/₁₀₀

RESOLUTION NO. _____

**A RESOLUTION TO AMEND THE 2023 BUDGET OF THE
SHILOH MUSEUM TO AUTHORIZE ROOF REPAIRS AT
307 N. MAIN ST.**

WHEREAS, the Shiloh Museum incurred damage to the roof at property owned by the City of Springdale at 307 N. Main St.;

WHEREAS, the City has received insurance proceeds for the damage to the roof;

WHEREAS, the Shiloh Museum would like to pay for the roof repairs at 307 N. Main St., with the proceeds from the insurance proceeds received for the damage; and

WHEREAS, the Shiloh Museum requests that the 2023 budget of the Shiloh Museum be amended to allow the transfer of \$26,486.34 in insurance proceeds from the insurance recovery account to the Shiloh Museum budget, to fund the repairs to the roof at 307 N. Main St.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2023 budget of the Shiloh Museum be amended to transfer \$26,486.34 from the insurance recovery account to the Shiloh Museum Budget, and the Shiloh Museum is hereby authorized to pay for roof repairs at 307 N. Main St. therefrom.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

Serving ALL of Northwest Arkansas

RITE WAY ROOFING

Locally Owned and Operated

Phone: 479-521-7767

Fax: _____

Email: riteway42@gmail.com

www.ritewayroofingnwa.com

Arkansas Lic. #0318530114

Oklahoma Lic. #80001605

Address:

P.O. Box 3877

Fayetteville, AR 72702

Representative Tracy Taylor 479-445-7141 Date Oct-17, 20 22

Rite Way Roofing agrees to furnish all materials for the work (specified below) on premises at

Name City of Springdale Phone _____

Address 307 N. Main Springdale State _____ Zip _____
Street City

(Please Read Carefully)

SPECIFICATIONS FOR LABOR AND MATERIAL — TERMS AND CONDITIONS

Contract AS Per insurance Scope of Damage + Funds
minus window screens AND combing of AC FINS

Remove + Replace 2-layers of Shingles OL Duration (Black)
New Synthetic Felt, New Pipe Boots, New Drip Edge,
New Turbine, Replace Power Vent with Turbine, ice +
water shield in valleys, Replace metal awning with
modified SA Base + CAD (Black) New Decking + Fascia
New gutters + gutter screens (white), 4' Fascia metal
25,936³⁴

Riteway to haul away ALL Debris "Extra" 60 Foot Downspouts \$550⁰⁰
5 Year Leak warranty, 30 Year Shingles
26,486³⁴

Cost Doesn't Reflect ANY Rotated Decking
60 per sheet LABOR + Material IF Needed

I (We) _____, the owner(s) of the above address, give my consent for Rite Way Roofing to act as my agent concerning all roofing-related matters with my insurance company. If the insurance company agrees with our figure, this becomes a binding contract.

Insurance company and/or agent _____ Policy # _____

All proposals subject to approval of management. Contractor to perform work in a good workmanlike manner, maintain assurance and comply with contractors License Regulations. This proposal will expire 40 days from the date unless extended in writing by the company. After 30 days we reserve the right to revise our price in accordance with current cost. This contract shall become binding upon acceptance by the Contractor and constitutes the entire understanding of the parties and no other understanding, alteration, verbal, collateral or otherwise shall be binding unless in writing and signed by both parties. Past due sums bear interest at the rate of Eighteen (18) Percent per annum. Replacement of deteriorated decking, fascia, ventilators, a/c ducts, sub roofing, flashing or other materials, unless otherwise stipulated in the contract are not included in the contract price. Labor Warranty does not cover damage to roof caused by lightning, gale (50MPH) winds, tornado, hailstorm, impact of foreign objects, violent storm or causality, damage due to settlement, distortion, failure or cracking of roof deck, walls or foundations, pondings, or standing water due to improper drainage deflection, or insufficient slope.

PRE-LIEN NOTICE: The following is provided to you as may be required by law: (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company has not been paid for the contributions. (b) You have the right to pay persons who supplied labor or material for this improvement directly and deduct this amount from our contract price, or withheld the amounts due them from us until 120 days after completion of this improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who give you timely notice.

I (We) the OWNER(S) agree to pay upon completion: _____ Sub-Total \$ _____

Sales Tax \$ X X

Overhead & Profit Applies \$ _____

TOTAL \$ 26,486 34

Overhead & Profit Applies: ☐ Yes ☐ No

Authorized by: _____ Date: _____

Authorized Agent

Purchaser

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
FURNITURE**

WHEREAS, the City of Springdale will complete Phase 2 of the Criminal Justice Complex this year, and

WHEREAS, the City of Springdale originally planned to use old furniture in Phase 2, and

WHEREAS, it would be beneficial to replace the old furniture as we move into the new facility, and

WHEREAS, the City of Springdale has previously purchased furniture for Phase 1 and will purchase furniture for Phase 2 from Innovative Business Furniture, 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 city departments moving into Phase 2 of the Criminal Justice Complex, it is not feasible or practical to use competitive bidding and competitive bidding on furniture and equipment are here by waived for an amount not to exceed \$665,000.

Section 2. There is hereby appropriated \$665,000 of funds from the General Fund Reserve for this project.

PASSED AND APPROVED this 10th day of January, 2023

.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
EQUIPMENT**

WHEREAS, the Springdale Fire Department is in need of a console for the alerting system, and

WHEREAS, the console would unencumber a physical dispatch station during the alerting process, and

WHEREAS, the equipment is a sole source item and available on the state buy board, and

WHEREAS, 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 Fire Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$68,000.

Section 2. There is hereby appropriated up to \$68,000 of funds from the Act 833 Fund for this project.

PASSED AND APPROVED this 10th day of January, 2023

.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Fire		Date: 12/20/2022
Point of Contact: Holte/Vaughan	Amount Requested: \$ 68,000; not to exceed	
Date to be Presented to Committee: <u>01</u> / <u>03</u> /20 <u>23</u>		
Brief Description of Funding Request: Purchase console dedicated to locution station alerting system so as not to tie up a physical dispatch console during station alerting process.		
Funding Source: (General Fund, Special Fund, etc.) Special Fund, Act 833		
IS IT BUDGETED?		
YES ☐		NO ☒
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature: <i>Blake Holte</i>		☒ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☒ Buy Board ☒ Sole Source

Pricing Comparison

Old Pricing:

Pricing

One (1) MCC 7500 Dispatch Position for Locution:

System Total List Price	\$99,541.00
Services/Installation	\$54,803.00
Equipment	\$44,738.00
NASPO Equipment Discount (27%)	(\$12,138.00)
Additional Discount Incentive	(\$5,500.00)
Subtotal	\$81,876.00
Tax	\$7,982.91
Total:	\$ 89,858.91

Current Pricing:

Pricing

One (1) MCC 7500 Dispatch Position for Locution:

System Total List Price	\$99,541.00
Services/Installation	\$54,803.00
Equipment	\$44,738.00
NASPO Equipment Discount (27%)	(\$12,138.00)
Additional Discount Incentive	(\$27,000.00)
Subtotal	\$60,403.00
Estimated Tax	\$5,889.29
Total:	\$ 66,292.29

Summary on Discount:

Service's discount was \$5,500 and now is \$27,000.

Overall total discount with reduced estimated taxes is now \$29,093.

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A NOTICE OF ADDITIONAL SERVICES SPACKMAN, MOSSOP, MICHAELS FOR WATER AND SEWER IMPROVEMENTS RELATED TO LUTHER GEORGE PARK PROJECT

WHEREAS, The City of Springdale has contracted with Spackman, Mossop, Michaels for improvements known as the Luther George Park Project; and

WHEREAS, an amendment to the agreement is necessary to realign an existing sewer line and;

WHEREAS, Olsson Engineers has proposed a revised design fee as a subconsultant to Spackman, Mossop, Michaels:

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

Section 1. The Mayor and City Clerk are authorized to execute Notice of Additional Services #1 to the Luther George Park Project for \$4750.00.

PASSED AND APPROVED this 10th day of January, 2023.

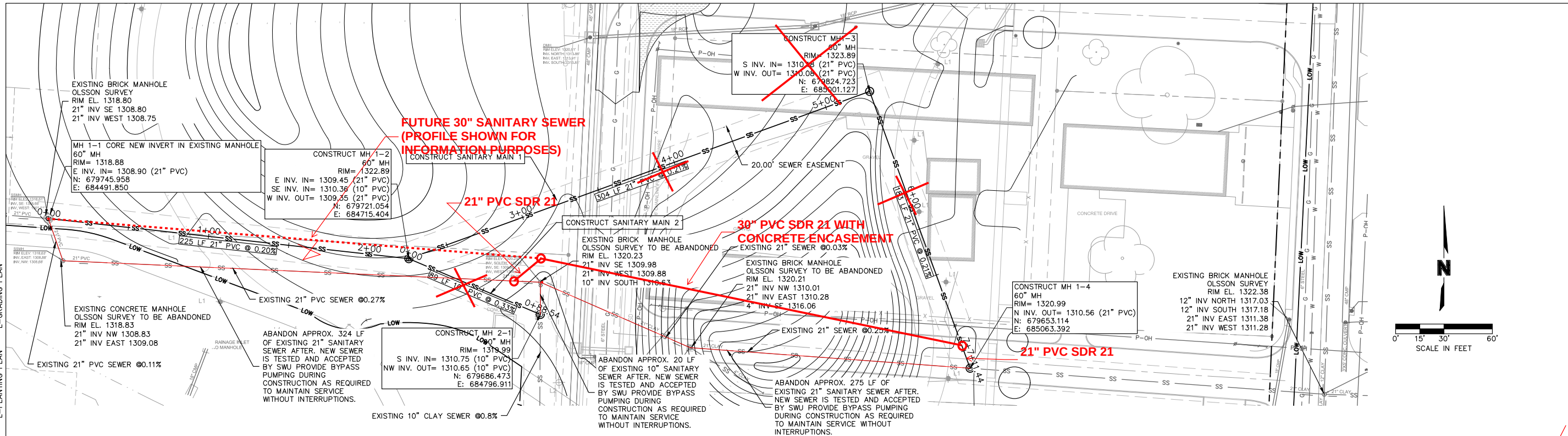
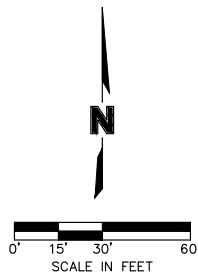
Doug Sprouse, Mayor

ATTEST:

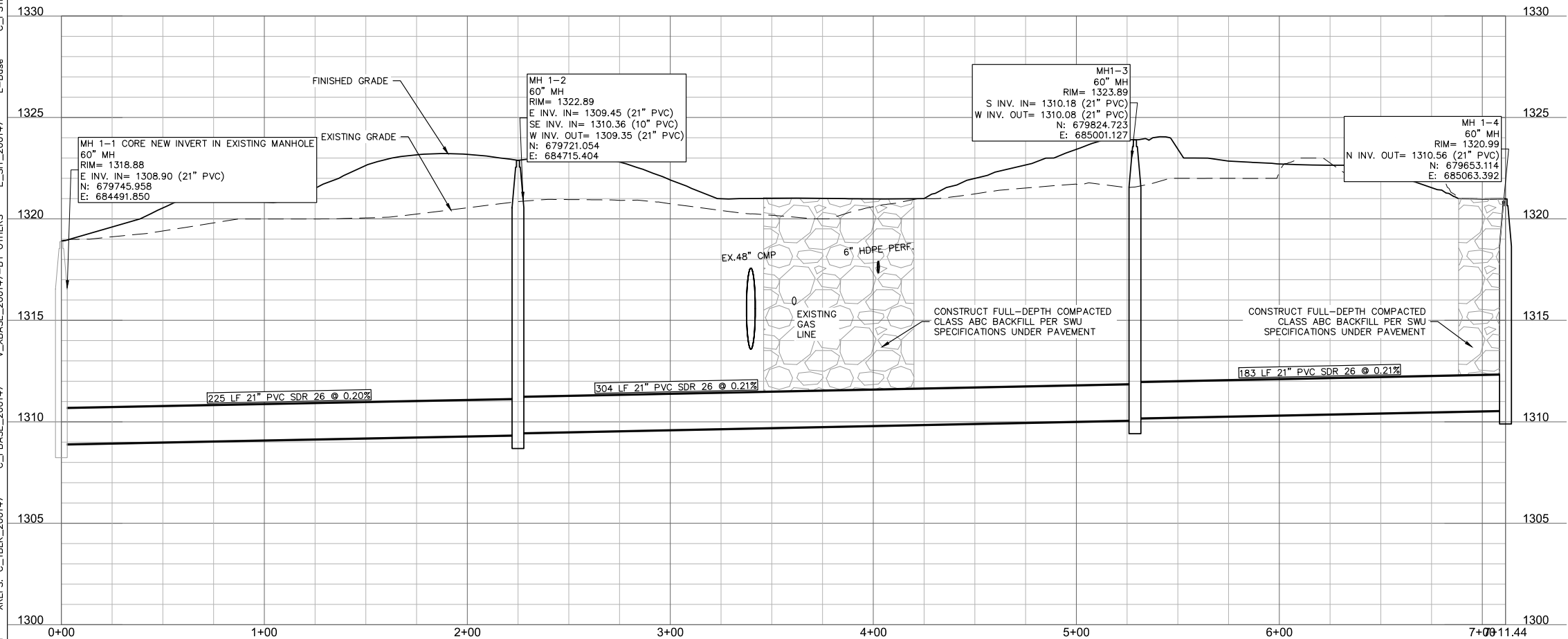
Denise Pearce, City Clerk

APPROVED AS TO FORM:

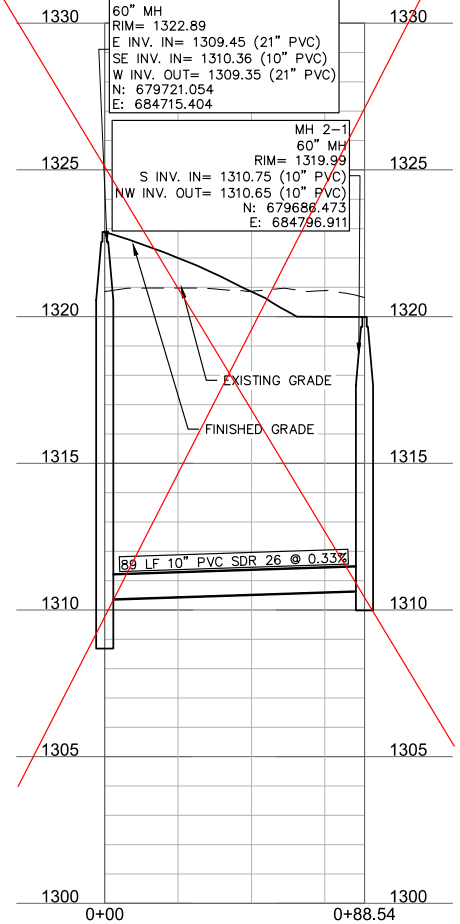
Ernest B. Cate, City Attorney



SANITARY MAIN 1 (0+00 - 7+11.44)



SANITARY MAIN 2 (0+00 - 0+88.54)





AIA® Document G801™ – 2017

Notice of Additional Services

PROJECT: *(name and address)*
Luther George Park Bidding and
Construction Administration Services
Luther George Park, Springdale, Arkansas

AGREEMENT INFORMATION:
Date: 3/14/2022

NOTICE INFORMATION:
Notice Number: 001
Date: 12/16/2022

OWNER: *(name and address)*
City of Springdale
201 Spring Street Springdale, AR 72764

ARCHITECT: *(name and address)*
Spackman Mossop Michaels
1824 Sophie Wright Place, New Orleans,
LA 70130

Select as appropriate:

- ☒ **ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED**
(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:
(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)
Olsson shall revise and prepare construction documents (plan and profiles) for the proposed sanitary sewer re-alignment in accordance with City of Springdale requirements. The re-design of the sanitary sewer main is reflected in Exhibit 'A' attached. This was based on notes prepared during a discussion with Springdale Water Utilities.

Submittals to Springdale Water Utilities and the Arkansas Department of Health for review and approval of the public sanitary sewer improvements. Review fees will be included as a reimbursable expense.

Compensation Adjustment:
Lump Sum: \$4,750.00

Schedule Adjustment:
N/A

- ☐ **ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION**
(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:
(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

Compensation Adjustment:

Schedule Adjustment:

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner

must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

Spackman Mossop Michaels LLC

ARCHITECT (Firm name)


SIGNATURE

Emily Bullock, Principal

PRINTED NAME AND TITLE

12/16/22

DATE

OWNER'S AUTHORIZATION, IF REQUIRED:

City of Springdale

OWNER (Firm name)

SIGNATURE

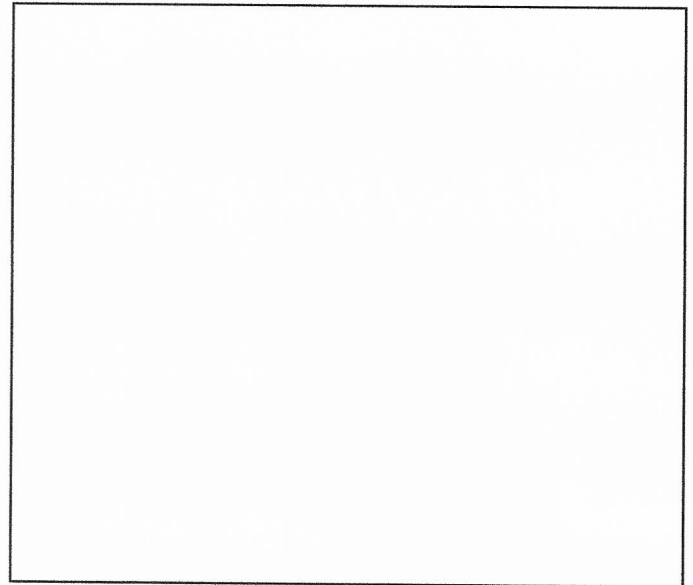
PRINTED NAME AND TITLE

DATE

ORDINANCE NO. _____

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

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



PROPERTY OWNER: Fineline Development LLC

LEGAL DESCRIPTION: Lot Four (4), Block One (1), Lendel Estates to the City of Springdale, Arkansas, as per plat said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

LAYMAN'S DESCRIPTION: 300 Angela Street

PARCEL NUMBER: 815-23355-000

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

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

\$1,469.64 clean-up costs and \$45.12 administrative costs – \$1,514.76 (Parcel No. 815-23355-000)

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

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

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

\$1,514.76 plus 10% for collection – 300 Angela (Parcel No. 815-23355-000)

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

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



CITY ABATEMENT-2022 - Thursday, June 02, 2022 11:51:10 AM (SHANE PEGRAM)

User Name SHANE PEGRAM
User # 4798416178
Form Started 6/2/2022 11:51:10 AM
Form Submitted 6/2/2022 12:17:37 PM
Property Address 300 Angela
Before Picture Attached Data



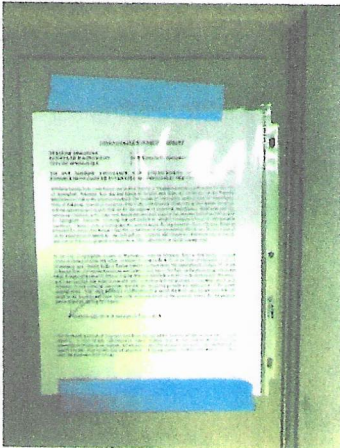
Type of Abatement	Lien
Date of Abatement	Thursday, June 02, 2022 12:51:00 PM
Officer on Site-	S. Pegram
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
2 Method of Compliance	Mowing
Equipment Used	
Equipment	755 Grasshopper, 743 Kubota, 6021 Service Truck-Landscaping
755 Grasshopper	\$55.00
743 Kubota	\$65.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Rate	48.00
Recovery	
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00
Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	376.16
Items Removed from Property	0





CITY ABATEMENT-2022 - Friday, July 15, 2022 7:58:30 AM (Ricardo)

User Name Ricardo
User # 4792634217
Form Started 7/15/2022 7:58:30 AM
Form Submitted 7/15/2022 8:21:40 AM
Property Address 300 Angela
Before Picture Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

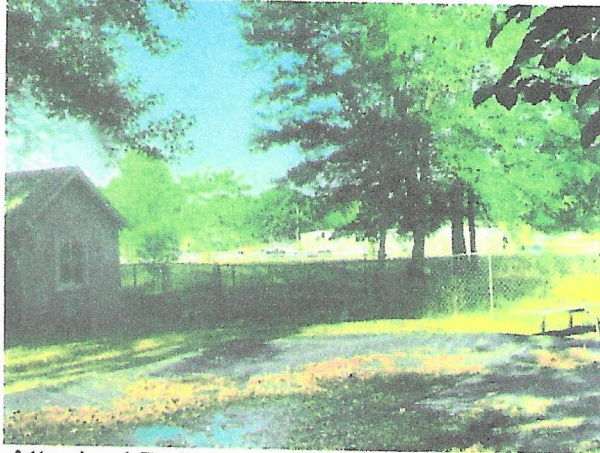
Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, July 15, 2022 7:58:00 AM
Officer on Site-	R. Calderon
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	754 Grasshopper ,744 Kubota,6021 Service Truck-Landscaping
754 Grasshopper	\$55.00
744 Kubota	\$65.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Rate Recovery	48.00
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00
Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	376.16
Items Removed from Property	None

Final Photos

Attached Data



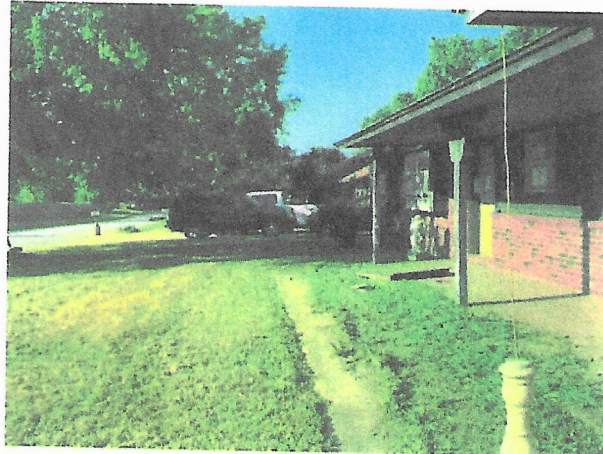
Final Photos

Attached Data



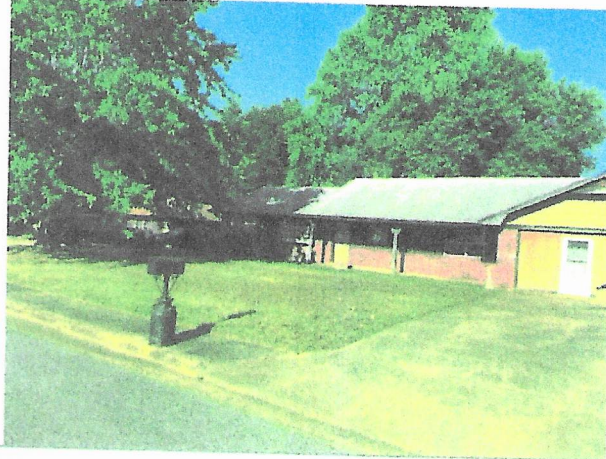
Final Photos

Attached Data



Final Photos

Attached Data





CITY ABATEMENT-2022 - Friday, August 12, 2022 8:02:31 AM (Ricardo)

User Name	Ricardo
User #	4792634217
Form Started	8/12/2022 8:02:31 AM
Form Submitted	8/12/2022 8:15:39 AM
Property Address	300 Angela
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, August 12, 2022 8:02:00 AM
Officer on Site-	R. Calderon
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	755 Grasshopper, 743 Kubota
755 Grasshopper	\$55.00
743 Kubota	\$65.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Rate	72.00
Recovery	
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	120.00
Total Equipment Cost	120.00

Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	365.16
Items Removed from Property	None
Final Photos	

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

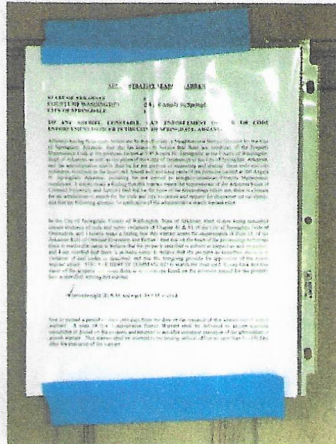
Attached Data





CITY ABATEMENT-2022 - Friday, September 09, 2022 8:26:57 AM (Ricardo)

User Name	Ricardo
User #	4792634217
Form Started	9/9/2022 8:26:57 AM
Form Submitted	9/9/2022 9:06:47 AM
Property Address	300 Angela
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement

Lien

Date of Abatement

Friday, September 09, 2022 8:26:00 AM

Officer on Site-

R. Calderon

Labor Rate Recovery

Employee

Henry Hernandez

HH Benefit Rate

\$54.84

Method of Compliance

1 Method of Compliance

Mowing

Equipment Used

Equipment

755 Grasshopper,743 Kubota,6021 Service Truck-Landscaping

755 Grasshopper

\$55.00

743 Kubota

\$65.00

6024 4x4 Service Truck

\$35.00

Time of Abatement in

1

Hours

Number of Temporary

1

Laborers

Temporary Labor Rate

24.00

Recovery

Employee labor recovery
per hour

54.84

Total Employee Cost

54.84

Equipment Cost per hour

155.00

Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	352.16
Items Removed from Property	None
Final Photos	Attached Data



Final Photos

Attached Data



Final Photos

Attached Data

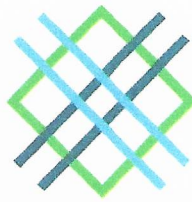


Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

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

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

November 29, 2022

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

Fineline Development LLC
806 Holiman Street
Springdale, AR 72762-5125

RE: Notice of clean-up lien on property located at 300 Angela Street, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-23355-000

Dear Property Owner/Lienholder:

On May 2, 2022, notice was posted on property located at 300 Angela, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 13, 2022, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, city code violations were found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on June 2, 2022, July 15, 2022, August 12, 2022 and again on September 9, 2022. As of this date, the total costs incurred by the City of Springdale to clean this property are \$1,469.64. I have enclosed invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before January 5, 2023, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, January 10, 2023 at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$1,499.76, which includes \$1,469.64 for cleaning up the property and \$30.12 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

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

I realize that you were not the owner of this property at the time of the abatements. However, this office has a duty to seek payment of these abatement charges for the City of Springdale. If you should have any questions, please let me know.

Sincerely,



Ernest Cate
City Attorney

Enclosures
EC:dp

7020 0640 0001 3065 6127

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Your item was delivered to an individual at the address at 9:59 am on December 6, 2022 in SPRINGDALE, AR 72762.

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Feedback

Delivered

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SPRINGDALE, AR 72762

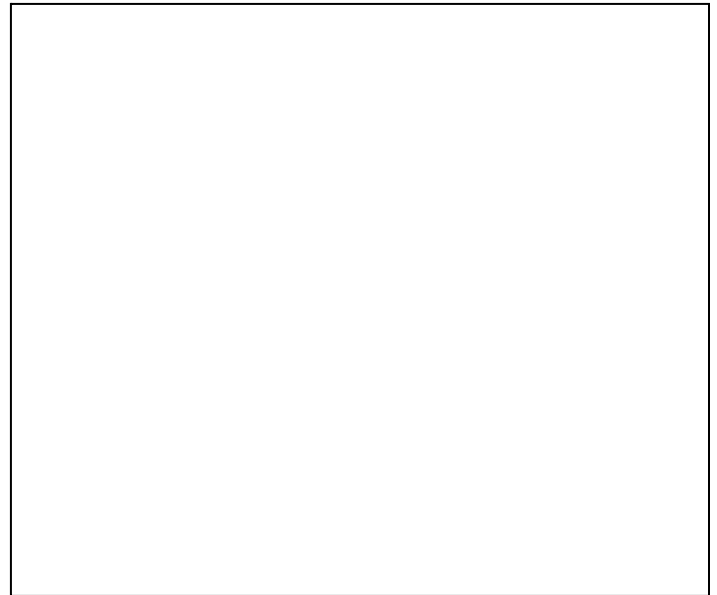
December 6, 2022, 9:59 am

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ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY
CLERK TO FILE A LIEN FOR THE RAZING
AND REMOVAL OF A STRUCTURE WITHIN
THE CITY OF SPRINGDALE, ARKANSAS,
LOCATED AT 983 W. SUNSET AVE.,
SPRINGDALE, ARKANSAS; AND DECLARING
AN EMERGENCY**



WHEREAS, LJ'S Restaurant, Inc. is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), Section 2, Township 17 North, Range 30 West, beginning at a point 190 feet West and 23.9 feet South of the Northeast corner of said Forty Acre Tract, thence West 162.4 feet, thence South 0 degrees, 21' 01" West, 188.1 feet, thence East 162.4 feet, thence North 0 degrees 21'01" East, 188.1 feet to a point of beginning, containing 0.70 acres more or less, and being part of Lot 11 of the C.F. Noel Addition to the City of Springdale, Washington County, Arkansas. Subject to easements and restrictions of record, if any.

LAYMAN'S DESCRIPTION: 983 West Sunset

PARCEL NO.: 815-23987-000

WHEREAS, on April 12, 2022, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 5699, ordering the owner of 983 W. Sunset Ave. to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and was further ordered to abate the unsightly conditions on the property;

WHEREAS, Ordinance No. 5699 provided that said work was to be commenced within ten (10) days and was to be completed within thirty (30) days from the passage of the ordinance, and that if the work was not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, were directed to cause the aforesaid structure to be razed (demolished) and removed and to abate the unsafe, unsanitary, and unsightly conditions on the property;

WHEREAS, LJ's Restaurant, Inc. after being given proper notice of Ordinance No. 5699, and after being given adequate time to abate the situation on the property, failed to remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and failed to abate the unsightly conditions on the property;

WHEREAS, pursuant to Ordinance No. 5699, the Mayor's authorized representative caused the aforesaid structure to be razed (demolished) and removed, and caused the unsafe, unsanitary, and unsightly conditions on the property to be abated;

WHEREAS, as shown on the attached Exhibits, the City expended the amount of Twenty Thousand Four Hundred Thirty One Dollars (\$20,431.00) to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and to abate the unsightly conditions located thereon;

WHEREAS, Ordinance No. 5699 provides that the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and for the cost of abating said aforementioned conditions, said costs to be determined at a hearing before the City Council; and

WHEREAS, the property owner has been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903;

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-56-203 and Ark. Code Ann. §14-54-904, the City Council certifies \$20,431.00, plus 10.00% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on the above-described property and collected accordingly.

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

PASSED AND APPROVED this 10th day of January, 2023.

Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Red Line Contractors LLC
P.O. Box 600
Springdale, AR 72765
479-419-4100
www.redline.me

Invoice

Date 7/20/2022
Invoice # 42091

Bill To

City of Springdale, AR
201 Spring St.
Springdale, AR 72764

P.O. No. Terms Job

Due on receipt

Description	Qty	Rate	Amount
Demolition 938 W Sunset Ave	1	19,931.00	19,931.00

Transaction #
Date
Account # 101-0963-423-70-35
Project #
Invoice # 42091
Amount \$19,931.00
Description Billings
Rate & removal @ 938 W. Sunset
Approved By Michelle Allen 9/10/22

Total	\$19,931.00
Payments/Credits	\$0.00
Balance Due	\$19,931.00

Red Line Contractors LLC
P.O. Box 600
Springdale, AR 72765
479-419-4100
www.redline.me

Invoice

Date	Invoice #
6/14/2022	3167

Bill To
City of Springdale, AR 201 Spring St. Springdale, AR 72764

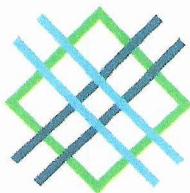
Description	Qty	Rate	Amount	P.O. No.	Terms	Job
				Due on receipt		
Asbestos Survey		500.00	500.00			
Transaction # _____ Date _____ Account # 101-0963-423, 70-35 Project # _____ Invoice # 3167 Amount \$500.00 Description Building Asbestos survey @ 958 W. 1st St. Approved By Michael D. Gunkle 6/14/22						
				Total \$500.00		
				Payments/Credits \$0.00		
				Balance Due \$500.00		

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764

Phone (479) 750-8173 • Fax (479) 750-4732

www.springdalear.gov

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

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

September 14, 2022

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

LJS Restaurants Inc.
P.O. Box 10656
Fort Smith, AR 72917

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

LJS Restaurants, Inc.
c/o CT Corporation System, Registered Agent
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201

RE: Property located at 983 W. Sunset, Springdale, Arkansas
Parcel #815-23987-000

Dear Property Owner/Lienholder:

On April 12, 2022, the Springdale City Council passed Ordinance No. 5699. This Ordinance ordered that the unsafe structure located at 983 W. Sunset, Springdale, Arkansas be razed (demolished) and removed and that the unsightly conditions on the property be abated. The Ordinance provided that this be done within thirty (30) days.

The structure on the property was not razed (demolished) and removed within thirty (30) days as required by Ordinance No. 5699. As a result, the City of Springdale caused the structure located at 983 W. Sunset, Springdale, Arkansas to be razed (demolished) and removed, and caused the unsafe, unsanitary and unsightly conditions on the property to be abated. Enclosed is the billing statement showing the City's cost of \$20,431.00 to clean up the property and remove the structure.

This is to notify you that in the event this amount is not paid on or before October 20, 2022, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. § 14-54-904 to determine the amount of the lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, October 25, 2022 at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas.

You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming. I have enclosed a copy of the proposed ordinance that will be presented at that meeting.

I am also forwarding a copy of this letter to you via first class mail as well as to the email address below. If you should have any questions, please let me know,

Sincerely,

A handwritten signature in blue ink, appearing to read 'EBC', is positioned above the printed name.

Ernest B. Cate
City Attorney

EBC:dp

Enclosures

cc: fpurritano@stnladvisors.com

ENDER: COMPLETE THIS SECTION

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

Article Addressed to:

LJS Restaurants Inc.
P.O. Box10656
Fort Smith, AR 72917



9590 9402 7283 2028 6486 06

Article Number (Transfer from service label)

7020 0640 0001 3065 5922

S Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☒ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

LJS Restaurants Inc.
c/o CT Corporation System, Registered Agent
124 W. Capitol Ave., Suite 1900
Little Rock, AR 72201



9590 9402 7283 2028 6485 69

2. Article Number (Transfer from service label)

7020 0640 0001 3065 7247

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☒ Addressee

B. Received by (Printed Name)

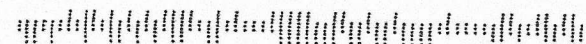
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☒ Signature Confirmation Restricted Delivery

Domestic Return Receipt



OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764



• Sender: Please print your name, address, and ZIP+4® in this box.

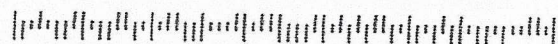
United States
Postal Service

9590 9402 7283 2028 6485 69



USPS TRACKING #

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764



• Sender: Please print your name, address, and ZIP+4® in this box.

United States
Postal Service

9590 9402 7283 2028 6485 06



USPS TRACKING #

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10



Page 69

ORDINANCE NO. _____

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

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

PROPERTY OWNER: LJs Restaurant

LEGAL DESCRIPTION: Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), Section 2, Township 17 North, Range 30 West, beginning at a point 190 feet West and 23.9 feet South of the Northeast corner of said Forty Acre Tract, thence West 162.4 feet, then South 0 degrees, 21' 01" West, 188.1 feet, thence East 162.4 feet, thence North 0 degrees 21' 01" East, 188.1 feet to a point of beginning, containing 0.70 acres more or less, and being part of Lot 11 of the C.F. Noel Addition to the City of Springdale, Washington County, Arkansas. Subject to easements and restrictions of record, if any.

LAYMAN'S DESCRIPTION: 983 W. Sunset

PARCEL NO.: 815-23987-000

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

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

\$611.07 clean-up costs and \$22.53 administrative costs – 983 W. Sunset (Parcel No. 815-23987-000)

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

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

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

\$633.60, plus 10% for collection – 983 W. Sunset (Parcel No. 815-23987-000)

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

PASSED AND APPROVED this 10th day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



CITY ABATEMENT-2022 - Friday, July 01, 2022 8:35:11 AM (Ricardo)

User Name	Ricardo
User #	4792634217
Form Started	7/1/2022 8:35:11 AM
Form Submitted	7/1/2022 8:51:25 AM
Property Address	983 w sunset
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data

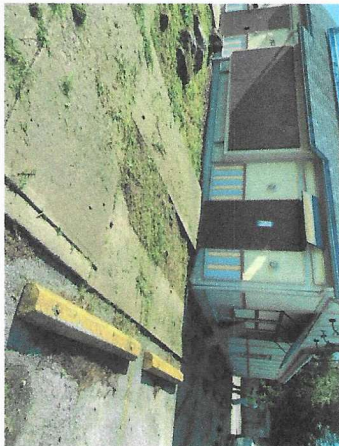


Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, July 01, 2022 8:35:00 AM
Officer on Site-	R. Calderon
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	755 Grasshopper,743 Kubota,779 Grasshopper,778 Grasshopper,6021 Service Truck-Landscaping
755 Grasshopper	\$55.00
743 Kubota	\$65.00
779 Grasshopper	\$35.00
778 Grasshopper	\$35.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	3
Temporary Labor Rate Recovery	72.00

Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00
Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	400.16
Items Removed from Property	None
Final Photos	Attached Data
	
Final Photos	Attached Data
	

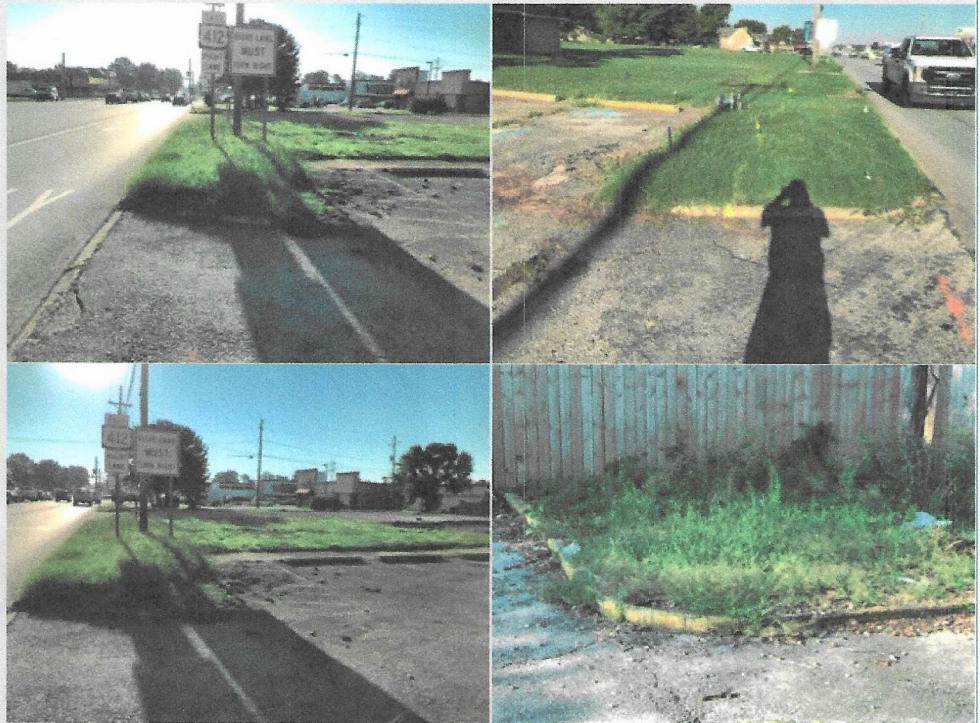
Final Photos

Attached Data



**CITY ABATEMENT-2022 - Friday, August 19, 2022 7:20:22 AM (SHANE PEGRAM)**

User Name SHANE PEGRAM
User # 4798416178
Form Started 8/19/2022 7:20:22 AM
Form Submitted 8/19/2022 7:53:19 AM
Property Address 983 W Sunset
Before Picture Attached Data



Type of Abatement Lien
Date of Abatement Friday, August 19, 2022 8:20:00 AM
Officer on Site- S. Pegram

Labor Rate Recovery

Employee Horatio Jose Mejia
JM Benefit Rate \$13.59

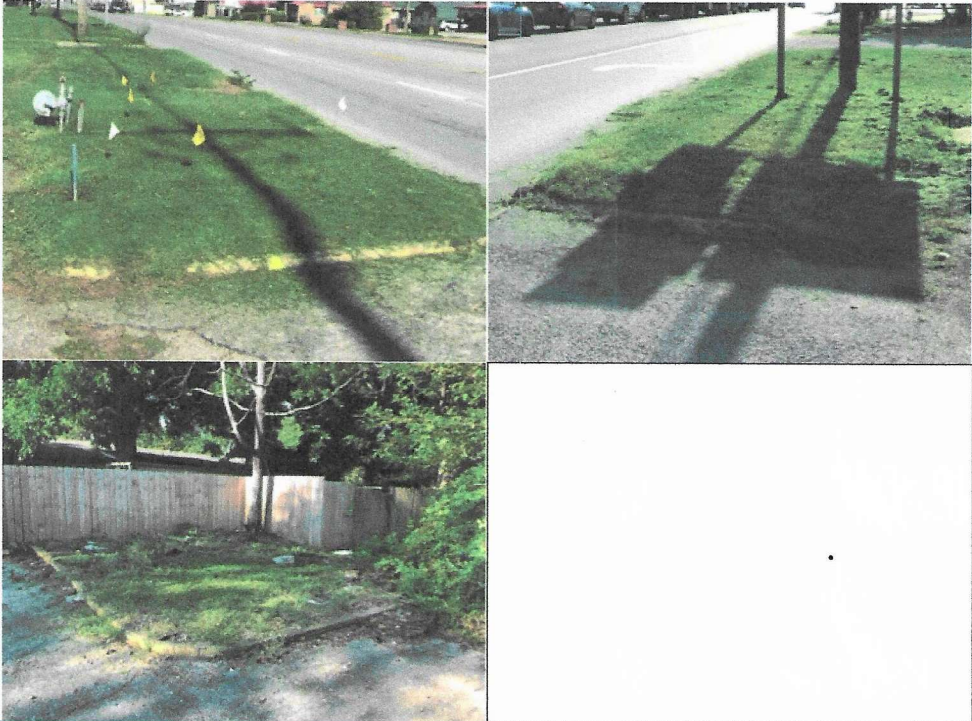
Method of Compliance

- 1 Method of Compliance Mowing
- 2 Method of Compliance Mowing

Equipment Used

Equipment 779 Grasshopper, 780 Tractor, 6014 Flat Bed Dump Truck
779 Grasshopper \$35.00
780 Tractor \$55.00
6014 Flat Bed Dump Truck \$55.00

Time of Abatement in Hours 1

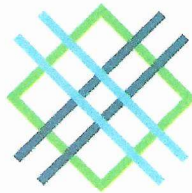
Number of Temporary Laborers	1
Temporary Labor Rate	24.00
Recovery	
Employee labor recovery per hour	13.59
Total Employee Cost	13.59
Equipment Cost per hour	55.00
Total Equipment Cost	55.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	210.91
Items Removed from Property	None
Final Photos	Attached Data
	

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.springdalear.gov

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

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

October 19, 2022

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

LJs Restaurant Inc.
4911 Towson Avenue
Fort Smith, AR 72901

RE: Notice of clean-up lien on property located at 983 W. Sunset, Springdale, Washington County, Arkansas, Tax Parcel No. 815-23987-000

Dear Property Owner/Lienholder:

Beginning 4/27/2022, notices were posted on property located at 983 West Sunset, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on 4/27/2022, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 1, August 19, 2022 and September 16, 2022. As of this date, the total costs incurred by the City of Springdale to clean this property are \$963.23. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before December 7, 2022 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, December 13, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$970.76, which includes \$963.23 for cleaning up the property and \$7.53 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 206 Blair Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

This letter is also being mailed by regular mail to LJs Restaurant Inc. at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,



Ernest Cate
City Attorney

Enclosures
EC:dp



CITY ABATEMENT-2022 - Friday, September 16, 2022 8:28:56 AM (Ricardo)

User Name	Ricardo
User #	4792634217
Form Started	9/16/2022 8:28:56 AM
Form Submitted	9/16/2022 9:02:05 AM
Property Address	983 w sunset
Before Picture	Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement	Lien
Date of Abatement	Friday, September 16, 2022 8:28:00 AM
Officer on Site-	R. Calderon
Labor Rate Recovery	
Employee	Henry Hernandez
HH Benefit Rate	\$54.84
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	748 Grasshopper,743 Kubota,6021 Service Truck-Landscaping
748 Grasshopper	\$55.00
743 Kubota	\$65.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	1
Temporary Labor Rate Recovery	24.00
Employee labor recovery per hour	54.84
Total Employee Cost	54.84
Equipment Cost per hour	155.00

Total Equipment Cost	155.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	352.16
Items Removed from Property	None

Final Photos

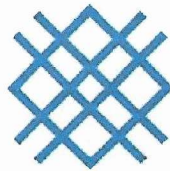
Attached Data



Final Photos

Attached Data





CITY OF SPRINGDALE

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

*** CUSTOMER RECEIPT ***

Batch ID: CITYCLERKS 10/19/22 01 Receipt no: 9009

Type	SvcCd	Description	Amount
45		PROPERTY CLEANUP REI	\$359.69

LJ'S RESTAURANT

OTHER SERVICES / PR 10101113471000
983 W SUNSET AVE

CK Ref#: 2777 \$359.69

Total payment: \$359.69

Trans date: 10/19/22 Time: 11:26:11

THANK YOU FOR YOUR PAYMENT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

**LJs Restaurant Inc.
4911 Towson Avenue
Fort Smith**



9590 9402 7283 2028 6484 77

2. Article Number (Transfer from service label)

7020 0640 0001 3065 6004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

[Signature] 10/22/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- | | |
|--|--|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☒ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

The City Council of the City of Springdale met in regular session on Tuesday, December 13, 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 3
Amelia Williams	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1 (Absent)
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Colby Fulfer	Chief of Staff
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Building Official
Ron Findley	Neighborhood Services Director
James Smith	Public Works Director

APPROVAL OF MINUTES

Council Member Williams moved the minutes of the November 29, 2022 City Council meeting be approved as presented. Council Member Fougrousse made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Fougrousse

No: None

CITY OF SPRINGDALE EMPLOYEE RECOGNITION

Mayor Sprouse recognized City of Springdale employee Taylor Samples, Senior Deputy City Attorney, in the City Attorney’s Office.

City Attorney Ernest Cate pointed out that Taylor kept dealing with and settling cases during the Covid pandemic shutdown. This kept us from having a backlog of cases and kept District Court going. He also has led the team at the new criminal justice building while the City Attorney’s Office has been split up into two different locations. These are two of the reasons for recognizing him tonight.

Taylor recognized his co-workers and what they do to keep a very strong team in the City Attorney’s Office.

RESOLUTION NO. 145-22 – APPROVING THE APPOINTMENT OF CASSIE MANCIA TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution approving the appointment of Cassie Mancia to the Board of Commissioners of the Housing Authority of the City of Springdale.

RESOLUTION NO. ____

A RESOLUTION APPROVING AN APPOINTMENT TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SPRINGDALE

WHEREAS, Donald Vinson, Resident Board Member, resigned in September 2022, and

WHEREAS, the Board of Commissioners for the Housing Authority of the City of Springdale have considered qualified candidates to fill this vacancy, and

WHEREAS, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, has appointed Cassie Mancia to complete the term previously held by Donald Vinson, with a term set to expire on July 27, 2026, subject to City Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Cassie Mancia to the Board of Commissioners of the Housing Authority is hereby approved.

PASSED AND APPROVED this ____ day of December, 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 Lawson made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Fougerousse, Powell

No: None

The Resolution was numbered 145-22.

RESOLUTION NO. 146-22 – APPROVING THE APPOINTMENT OF LAURA EPPS TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution approving the appointment of Laura Epps to the Board of Commissioners of the Housing Authority of the City of Springdale.

RESOLUTION NO. ____

**A RESOLUTION APPROVING AN APPOINTMENT TO THE
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPRINGDALE**

WHEREAS, the board position of Miguel Lopez, Jr., for the Housing Authority Commission was vacated in February 2022, and

WHEREAS, the Board of Commissioners has conducted a search for a qualified citizen to serve on this board, and

WHEREAS, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, were unable to appoint a successor to fill the vacancy within (45) calendar days from the date the vacancy occurred, which gives the Mayor and the governing body full authority to appoint a successor, and

WHEREAS, the Mayor recommends the appointment of Laura Eppes to the Housing Authority of the City of Springdale,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the appointment of Laura Eppes to the Board of Commissioners of the Housing Authority is hereby approved a term expiring on June 29, 2027

PASSED AND APPROVED this ____ day of December, 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: Watson, Overton, Lawson, Bailey, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 146-22.

**RESOLUTION NO. 147-22 – REAPPOINTING MITCHELL JOHNSON TO THE
NORTHWEST ARKANSAS REGIONAL AIRPORT AUTHORITY**

Mayor Doug Sprouse presented a Resolution reappointing Mitchell Johnson to the Northwest Arkansas Regional Airport Authority.

RESOLUTION NO. ____

**A RESOLUTION REAPPOINTING MITCHELL JOHNSON TO
THE NORTHWEST ARKANSAS REGIONAL AIRPORT
AUTHORITY**

WHEREAS, Mitchell Johnson currently serves on the Northwest Arkansas Regional Airport Authority,

WHEREAS, the Mayor has recommended that Mitchell Johnson be reappointed to the Northwest Arkansas Regional Airport Authority with a term set to expire on January 1, 2029;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINDALE, ARKANSAS that Mitchell Johnson is hereby reappointed to the Northwest Arkansas Regional Airport Authority with a term set to expire on January 1, 2029.

PASSED AND APPROVED this ____ day of December, 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 Lawson made the second.

The vote:

Yes: Overton, Lawson, Bailey, Fougerousse, Powell, Williams, Watson

No: None

The Resolution was numbered 147-22.

RESOLUTION NO. 148-22 – ADOPTING A REVISED DOWNTOWN MASTER PLAN FOR THE CITY OF SPRINGDALE, ARKANSAS

Planning Director Patsy Christie presented a Resolution adopting a revised Downtown Master Plan for the City of Springdale, Arkansas.

RESOLUTION NO. ____

A RESOLUTION ADOPTING A REVISED DOWNTOWN MASTER PLAN, FOR THE CITY OF SPRINGDALE

WHEREAS, in December 2015, the Downtown Springdale Master Plan was adopted to serve as the City's official guide for future development of the downtown area; and

WHEREAS, since its adoption the plan has served as a strong impetus for development and consensus building among private investors to begin executing their own development plans to renovate commercial buildings, apartments and other residential development in the downtown area, and

WHEREAS, an update of the plan was needed to continue the current revitalization momentum to maintain a vibrant mix of residential, retail, commercial, dining, entertainment, medical, and public uses in a workable environment that enhances Springdale's economy, quality of life, and sense of place, and

WHEREAS, the updated process highlighted the implementation of the adopted plan building on the strength of those enhanced assets with the goal to continue planning for a complete community that is vibrant, sustainable, built on social capital with equitable opportunities for all citizens while leveraging public investment to attract developers and clear the path for additional private investments, and,

WHEREAS, the Plan update included a robust and comprehensive public outreach and engagement activity that was conducted through an agreement with the Downtown Springdale Alliance over the course of several months resulting in over 1300 downtown residents and stakeholders engaging in the planning process with over 1480 unique points of contact, and

WHEREAS, H3 Studio, Inc, with their historical knowledge and perspective on downtown Springdale, has provided the December 2, 2022 Downtown Springdale Master Plan that will serve as the continued roadmap for the revitalization of downtown Springdale, and

WHEREAS, following a final public hearing on the Planning Commission recommends that the Downtown Springdale Master Plan dated December 2, 2022, a copy of which is attached and made a part of this resolution, should be adopted and forwards it to the Council with a recommendation for approval.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the above mentioned Downtown Springdale Master Plan dated December 2, 2022 is hereby adopted to be used as the City’s official guide for future development of the downtown area.

PASSED AND APPROVED this ____ day of December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Lawson, Bailey, Fougrousse, Powell, Williams, Watson, Overton

No: None

The Resolution was numbered 148-22.

ORDINANCE NO. 5791 – REZONING 3.25 ACRES OWNED BY CENTRAL BAPTIST CHURH OF FAYETTEVILLE LOCATED AT 1268 JARO LANE, FROM A-1 TO P-1 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.25 acres owned by Central Baptist Church of Fayetteville located at 1268 Jaro Lane, from A-1 to P-1 and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

Yes: Bailey, Fougrousse, Powell, Williams, Watson, Overton, Lawson,

No: None

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

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Bailey

No: None

The Ordinance was numbered 5791.

ORDINANCE NO. 5792– REZONING PROPERTY OWNED BY TYSON POULTRY INC. LOCATED AT 3701 JOHNSON ROAD, FROM I-1 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Tyson Poultry Inc. located at 3701 Johnson Road, from I-1 to C-2; and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Fougrousse

No: None

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Fougrousse, Powell

No: None

The Ordinance was numbered 5792.

ORDINANCE NO. 5793 – REZONING .92 ACRES OWNED BY MARY UPSHAW LOCATED AT 2145 N. 48TH STREET, FROM A-1 TO SF-2

Planning Director Patsy Christie presented an Ordinance rezoning .92 acres owned by Mary Upshaw located at 2145 N. 48th Street, from A-1 to SF-2.

Planning Commission recommended approval.

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

The vote:

Yes: Watson, Overton, Lawson, Bailey, Fougerousse, Powell, Williams

No: None

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

The vote:

Yes: Overton, Lawson, Bailey, Fougerousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5793.

ORDINANCE NO. 5794 – REZONING 3.4 ACRES OWNED BY BURRELL, INC., LOCATED AT 3895 GEORGE ANDERSON ROAD, FROM P-1 TO O-1

Planning Director Patsy Christie presented an Ordinance rezoning 3.4 acres owned by Burrell, Inc., located at 3895 George Anderson Road, from P-1 to O-1.

Planning Commission recommended approval.

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

The vote:

Yes: Lawson, Bailey, Fougerousse, Powell, Williams, Watson, Overton

No: None

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

The vote:

Yes: Bailey, Fougerousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Ordinance was numbered 5794.

ORDINANCE NO. 5795 – ACCEPTING THE RE-PLAT OF THE BAYYARI BUSINESS PARK TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting Lot 1A of the Replat of Lots 1 and 2 of Bayyari Business Park Addition as shown on Plat #23A-148 and Lots 3-7 of the Replat of The Final Plat Bayyari Business Park as shown on Plat #18A-8, City of Springdale, Washington County, Arkansas and declaring an emergency

Planning Commission recommended approval.

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

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Bailey
No: None

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

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Fougrousse
No: None

The Ordinance was numbered 5795.

ORDINANCE NO. 5796 – ACCEPTING THE REPLAT OF LOT 1, BLOCK 4 OF SAM’S CLUB ADDITION IN THE CITY OF SPRINGDALE, ARKANSAS

Planning Director Patsy Christie presented an Ordinance accepting the Replat of Lot 1, Block 4 of Sam’s Club Addition in the City of Springdale, Arkansas.

Planning Commission recommended approval.

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Fougrousse, Powell
No: None

Council Member Williams moved the Emergency Clause be adopted. Council Member Fougrousse made the second.

The vote:

Yes: Watson, Overton, Lawson, Bailey, Fougrousse, Powell, Williams
No: None

The Ordinance was numbered 5796.

ORDINANCE NO. 5797 – ACCEPTING THE FINAL PLAT OF HABBERTON RIDGE, PHASES II & III IN THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat of Habberton Ridge Phases II & III in the City of Springdale, Arkansas, and declaring an emergency.

The Springdale Water and Sewer Commission approved allowing the final plat of the subdivision to move forward prior to final completion of water and sewer facilities subject to the following conditions:

- 1) The developer/owner is to provide a 150% guarantee bond for improvements to the sanitary sewer pump station. The cost of the bond shall be reviewed and approved by the staff of the Springdale Water Utilities prior to issue. The engineer of the project shall supply a detailed breakdown of construction items remaining and

associated costs. The owner/developer shall supply a copy of the contract for construction for the sanitary sewer pump station.

- 2) The final plat shall include language indicating that the sanitary sewer pump station is incomplete at the time of final plat and that no dwellings shall receive a certificate of occupancy until all items of construction related to water and sewer improvements are 100% complete at the sole discretion and determination of the Springdale Water Utilities.
- 3) All standard conditions for all approval and acceptance of the water and sewer improvements shall remain as required in the Springdale Water Utilities' "Specification Requirements for the Construction of Water and Sewer Facilities – latest edition with modifications."

Ms. Christie said she does not ever remember letting a developer bond for improvements to a sanitary sewer pump station. Once the bond is received, plumbing permits cannot be issued until the water utility is ready to set meters due to incompleteness of the sanitary sewer improvements per the city ordinance. The final plat may be approved, lots can be sold, but the only permit they can get until the water department sets meters is a foundation permit.

Planning Commission recommended approval with these conditions.

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

The vote:

Yes: Overton, Lawson, Bailey, Fougrousse, Powell, Williams, Watson

No: None

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

The vote:

Yes: Lawson, Bailey, Fougrousse, Powell, Williams, Watson, Overton

No: None

The Ordinance was numbered 5797.

RESOLUTION NO. 149-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO NEXAIR ELEMENTAL PROPERTIES, LLC, IN CONNECTION WITH L22-69, A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to NexAir, Elemental Properties, LLC in connection with L22-69, a Large Scale Development, located at 2553 N. Thompson Street.

Council Member Powell moved the Resolution be adopted with Option 1. Council Member Williams made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO NEXAIR, ELEMENTAL PROPERTIES, LLC IN CONNECTION WITH L22-69, A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-69 a Large Scale Development for NexAir, Elemental Properties, LLC 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 2553 N. Thompson Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-69, a Large Scale Development for NexAir, Elemental Properties, LLC.

PASSED AND APPROVED THIS ____ DAY OF December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Bailey, Fougrousse, Powell, Williams, Watson, Overton, Lawson

No: None

The Resolution was numbered 149-22.

RESOLUTION NO. 150-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO STURDIVANT’S AIR CONDITIONING & HEATING IN CONNECTION WITH L22-70 A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Sturdivant’s Air Conditioning & Heating in connection with L22-70 a Large Scale Development, located at 101 Butterfield Coach Road and E. Emma Avenue.

Council Member Bailey moved the Resolution be adopted with Option 1. Council Member Lawson made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO STURDIVANT’S AIR CONDITIONING & HEATING IN CONNECTION WITH L22-70 A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-70 a Large Scale Development for Sturdivant’s Air Conditioning and Heating 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 101 Butterfield Coach Road and E. Emma Avenue including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-70, a Large Scale Development for Sturdivant’s Air Conditioning and Heating

PASSED AND APPROVED THIS ____ DAY OF December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Bailey

No: None

The Resolution was numbered 150-22.

RESOLUTION NO. 151-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO JOSE & MARIA BALLESTEROS IN CONNECTION WITH 7642 & 7660 W. GIBBS ROAD, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Jose & Maria Ballesteros in connection with 7642 & 7660 W. Gibbs Road, a single family dwelling.

Council Member Fougrousse moved the Resolution be adopted with Option 1. Council Member Powell made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO JOSE & MARIA BALLESTEROS IN CONNECTION WITH 7642 & 7660 W. GIBBS ROAD, A SINGLE FAMILY DWELLING

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements including drainage improvements related thereto, sidewalks in connection with 7642 and 7660 W. Gibbs Road a single family dwelling for Jose & Maria Ballesteros 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 7642 & 7660 W. Gibbs including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Jose and Maria Ballesteros.

PASSED AND APPROVED THIS ____ DAY OF DECEMBER, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Fougrousse

No: None

The Resolution was numbered 151-22.

RESOLUTION NO. 152-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO POWERS OF ARKANSAS IN CONNECTION WITH 1100 KENDRICK AVENUE, L22-72 A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Powers of Arkansas in connection with 1100 Kendrick Avenue, L22-72 a Large Scale Development.

Council Member Powell moved the Resolution be adopted with Option 1. Council Member Williams made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO POWERS OF ARKANSAS IN CONNECTION WITH L22-72 A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-27 a Large Scale Development for Powers of Arkansas 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 1100 Kendrick Avenue including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-72, a Large Scale Development for Powers of Arkansas.

PASSED AND APPROVED THIS ____ DAY OF December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Fougrousse, Powell

No: None

The Resolution was numbered 152-22.

RESOLUTION NO. 153-22 – AUTHORIZING THE SPRINGDALE POLICE DEPARTMENT TO ACCEPT A GRANT FOR A CRISIS INTERVENTION SPECIALIST; AND AMENDING THE 2023 BUDGET OF THE SPRINGDALE POLICE DEPARTMENT

Council Member Jeff Watson presented a Resolution authorizing the Springdale Police Department to accept a grant for a Crisis Intervention Specialist; and amending the 2023 Budget of the Springdale Police Department.

The Springdale Police Department was awarded, a federal grant (Grant Award No. 15JCOPS-22-GG-04043-PPSE), to fund a full-time Crisis Intervention Specialist position for a period of two (2) years, including all pay and benefits, equipment, and travel and training expenses for the position, all at no cost to the City.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE SPRINGDALE POLICE DEPARTMENT TO ACCEPT A GRANT FOR A CRISIS INTERVENTION SPECIALIST; AND AMENDING THE 2023 BUDGET OF THE SPRINGDALE POLICE DEPARTMENT.

WHEREAS, the Springdale Police Department has applied for, and been awarded, a federal grant (Grant Award No. 15JCOPS-22-GG-04043-PPSE), to fund a full-time Crisis Intervention Specialist position;

WHEREAS, the grant provides all funds necessary for the employment of a Crisis Intervention Specialist for a period of two (2) years, and includes all pay and benefits, equipment, and travel and training expenses for the position, all at no cost to the City;

WHEREAS, the Police Department wishes to accept the federal grant and to create the position of Crisis Intervention Specialist; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale that this grant be accepted, and that the Police Department be allowed to employ a Crisis Intervention Specialist consistent with the terms of the grant.

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

1. The Springdale Police Department is hereby authorized to accept the federal grant (Grant Award No. 15JCOPS-22-GG-04043-PPSE), for the purposes of employing a Crisis Intervention Specialist.

2. The 2023 budget of the Springdale Police Department is hereby amended to create the position of Crisis Intervention Specialist, and to fund this position from funds obtained from the federal grant as set forth herein,

PASSED AND APPROVED this ____ day of December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Watson, Overton, Lawson, Bailey, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 153-22.

RESOLUTION NO. 154-22 – AMENDING THE 2022 BUDGET OF THE
SPRINGDALE POLICE DEPARTMENT TO AUTHORIZE THE PURCHASE OF A
USED UNMARKED VEHICLE

Council Member Jeff Watson presented a Resolution amending the 2022 Budget of the Springdale Police Department to authorize the purchase of a used unmarked vehicle. The City has received \$28,220.00 in insurance proceeds for a damaged unmarked vehicle which will be transferred to the capital vehicle account.

RESOLUTION NO. ____

**A RESOLUTION TO AMEND THE 2022 BUDGET OF THE
SPRINGDALE POLICE DEPARTMENT TO AUTHORIZE THE
PURCHASE OF A USED UNMARKED VEHICLE.**

WHEREAS, the Springdale Police Department recently lost the use of one its unmarked vehicles due to an accident;

WHEREAS, the City has received \$28,220.00 in insurance proceeds for the damaged unmarked vehicle;

WHEREAS, the Police Department would like to purchase a used unmarked vehicle with the proceeds from the insurance proceeds received from the damage vehicle; and

WHEREAS, the Police Department requests that the 2022 budget of the Springdale Police Department be amended to allow the transfer of the \$28,200.00 insurance proceeds from the insurance recovery account to the capital vehicle account, to effect the purchase of the used marked vehicle thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 budget of the Springdale Police Department be amended to transfer \$28,200.00 from the insurance recovery account to the capital vehicle account, and the Police Department is hereby authorized to purchase a used unmarked vehicle therefrom.

PASSED AND APPROVED this ____ day of December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Overton, Lawson, Bailey, Fougrousse, Powell, Williams, Watson

No: None

The Resolution was numbered 154-22.

RESOLUTION NO. 155-22 - TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLES AND ASSOCIATED VEHICLE EQUIPMENT FOR THE SPRINGDALE POLICE DEPARTMENT; AND TO WAIVE COMPETITIVE BIDDING

Council Member Jeff Watson presented a Resolution to appropriate funds for the purchase of vehicles and associated vehicle equipment from Superior Automotive Group for a total of \$638,260.00 (\$45,590.00 per vehicle) for the Springdale Police Department; and to waive competitive bidding.

RESOLUTION NO. ____

A RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLES AND ASSOCIATED VEHICLE EQUIPMENT FOR THE SPRINGDALE POLICE DEPARTMENT; AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, the Springdale Police Department is in need of purchasing 14 marked police vehicles, as well as the necessary equipment needed in order to ready these vehicles for use;

WHEREAS, the vehicles and a portion of the vehicle equipment are available on the Arkansas buy board which allows the governing body to waive competitive bidding;

WHEREAS, a portion of the vehicle equipment costs was determined by using the bid process pursuant to Arkansas law;

WHEREAS, the Springdale Police Department requests to purchase 14 vehicles from Superior Automotive Group for a total of \$638,260.00 (\$45,590.00 per vehicle);

WHEREAS, it is necessary to purchase certain equipment to ready these 14 vehicles for use by the Police Department, and quotes/bids have been obtained as follows:

Window Tinting (Ozark Tint – quote)	\$ 1,400.00
Vehicle Graphics (Graphics By Mike, Inc. - quote)	\$ 10,371.38
Getac MDTs/Equipment (Midwest Public Safety Group – buy board)	\$ 70,687.40
Other Vehicle Equipment (Superior Auto Group – bid process)	\$130,381.19

TOTAL FOR ALL EQUIPMENT	\$212,839.97

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

1. Competitive bidding is hereby waived for the aforementioned vehicles and associated vehicle equipment which was obtained via the Arkansas buy board.
2. Superior Auto Group was the lowest responsible bidder for the portion of the aforementioned vehicle equipment that was placed out for bid, and therefore is awarded the contract for that particular vehicle equipment.
3. The Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned 14 vehicles from Superior Automotive Group in an amount not to exceed \$638,260.00, to be paid from the unrestricted General Fund.
4. The Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned vehicle equipment needed in order to ready the vehicles for use in an amount not to exceed \$212,839.97, to be paid from the unrestricted General Fund.

PASSED AND APPROVED this ____ day of December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Overton, Lawson, Bailey, Fougrousse, Powell, Williams, Watson

No: None

The Resolution was numbered 155-22.

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

City Attorney Ernest Cate presented a Resolution setting a hearing date for January 24, 2023 to hear a petition by Victor and Alma Caldera to abandon a portion of a utility easement on Lot 1, Lester Subdivision, Phase VI.

RESOLUTION NO. ____

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

WHEREAS, Victor Caldera and Alma Caldera have petitioned for the abandonment of a portion of a utility easement on Lot 1, Lester Subdivision, Phase VI, to the City of Springdale, Washington County, Arkansas, as shown on plat record in Book 12, at Page 23, records of Washington County, Arkansas, and being more particularly described as follows:

A PART OF LOT 1 OF LESTER SUBDIVISION, PHASE VI AS RECORDED IN PLAT BOOK 12 AT PAGE 23 IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 N88°48'31"W 20.25 FEET; THENCE DEPARTING SAID SOUTH LINE AND ALONG THE WEST LINE OF A 20' UTILITY EASEMENT AS SHOWN ON A PLAT RECORDED IN PLAT BOOK 12 AT PAGE 23 N10°11'15"E 61.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N10°11'15"E 42.45 FEET; THENCE DEPARTING SAID WEST LINE S73°58'12"E 3.22 FEET; THENCE S16°06'34"W 26.20 FEET; THENCE S72°56'35"E 5.45 FEET; THENCE S17°24'54"W 16.00 FEET; THENCE N72°56'35"W 3.92 FEET TO THE POINT OF BEGINNING, CONTAINING 128 SQUARE FEET, MORE OR LESS.

Tax Parcel No.: 815-31835-000

Address: 1635 Lester Cove

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that January 24, 2023, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this ____ day of December, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Bailey, Fougrousse, Powell, Williams, Watson, Overton, Lawson,

No: None

The Resolution was numbered 156-22.

ORDINANCE NO. 5798 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS, 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 the following properties located within the City of Springdale, Arkansas:

283 Erin Place	Parcel #815-37347-000
1205 Crutcher	Parcel #815-28757-000
309 Montrose	Parcel #815-32943-000

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

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Lawson, Bailey

No: None

Council Member Bailey moved the Emergency Clause be adopted. Council Member Williams made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Fougrousse

No: None

The Ordinance was numbered 5798.

ORDINANCE NO. 5799 – AMENDING SECTION 110-137 AND SECTION 110-138 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS (CONTAINS PROVISIONS AND REGULATIONS PERTAINING TO THE ASSIGNMENT OF, AND AMENDMENT TO, STREET NAMES)

City Attorney Ernest Cate presented an Ordinance amending Section 110-137 and Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas.

Sections 110-137 and 110-138 of the Code of Ordinances contains the provisions and regulations pertaining to the assignment of, and amendment to, street names in the City of Springdale.

A public hearing was held before the Springdale Planning Commission on December 6, 2022. The changes are as follows:

Section 1: Section 110-137 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-137. Name and number; ~~assignment, review, approval.~~

- (a) *Official records maintained.* Official records of address numbers shall be maintained by the ~~planning and community development division~~ Information Technology Division (or other staff as appointed by the Mayor). The city council shall have the final authority to change any assignment upon an appeal by any affected party.
- (b) *Proposed names and changes.* All proposed street names and name changes shall be reviewed for continuity with this article by the ~~director of planning and community development~~ Information Technology Division (or other staff as appointed by the Mayor), who shall recommend alternative names when a proposed name duplicates or is so similar to an existing name that confusion could hamper prompt delivery of emergency services. Appeals of street name assignment can be made to the ~~planning commission~~. The city council, who shall have the final authority to change any assignment upon an appeal by any affected party.
- (c) *Address number assignment, timing.* Addresses shall be assigned by the Information Technology Division (or other staff as appointed by the Mayor) as follows:
 - (1) Residential, Commercial, or Industrial Subdivisions. Addresses shall be assigned within 10 business days of the final plat acceptance by the city council.
 - (2) Residential, Commercial, or Industrial Developments (Large Scale, Non-Large Scale). Addresses shall be assigned within 10 business days of approval by the planning commission.
 - (3) All other assignments. All other addresses, including but not limited to: utility meters, suite/unit assignments, out-

lot/single lot assignments; once requested, the address(s) shall be assigned within 5 business days unless otherwise prohibited.

(4) Exceptions. Addresses may be assigned to a subdivision or development at any time if the addresses are required as part of a State or Federal review, application, or approval process. Street name approvals, if any, will need to be obtained from the Information Technology Division (or other staff as appointed by the Mayor) prior to address assignment. Once requested, addresses shall be assigned within 10 business days.

(d) No plat establishing street names shall be filed with the county recorder's office prior to obtaining street name approval from the Information Technology Division (or other staff as appointed by the Mayor).

Section 2: Section 110-138 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 110-138. Proposed amendments; hearing, notice.

On any proposed amendments to the regulations in this article or to the street address map, the ~~planning commission~~ City Council shall hold a public hearing, a notice of which shall be ~~published in a local newspaper of general distribution~~ posted on the City's website and on the City's social media platforms at least 15 days prior to the date of the hearing. Following the public hearing, the city council may adopt the amendment or amendments as recommended by the ~~planning commission~~ Information Technology Division (or other staff as appointed by the Mayor) or as determined by a majority vote of the city council.

Section 3: All other provisions of Chapter 110 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

The vote:

Yes: Williams, Watson, Overton, Lawson, Bailey, Fougerousse, Powell

No: None

The Ordinance was numbered 5799.

CITY COUNCIL MEETING CANCELLED

Council Member Watson made the motion to cancel the regular City Council meeting on December 27, 2022. Council Member Bailey made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Lawson, Bailey, Fougerousse

No: None

COMMITTEE MEETINGS RESCHEDULED

City Council voted unanimously by to hold the next committee meeting on Tuesday, January 3, 2023 at 5:30 p.m. in the tactical training room. They also voted to hold the second committee meeting on Tuesday, January 17, 2023 at 5:30 p.m.

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 7:03 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer