CITY OF SPRINGDALE
Committee Agendas
Monday, May 16^{th}, 2022
Tiered Training Room (2^{nd} Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. ***A Resolution*** authorizing payment of an invoice, Project No. 18BPP1. Presented by Colby Fulfer, Chief of Staff. Pg. 1

2. ***A Resolution*** to appropriate funds for improvements to the Police Department Firing Range to be paid from Drug Seizure Funds. Presented by Frank Gamble, Chief of Police. Pgs. 2-9

3. ***A Resolution*** authorizing the purchase of property located at 108 Willella Place, Springdale, Washington County, Arkansas. Presented by Mayor Doug Sprouse. Pgs. 10-11

4. ***A Resolution*** authorizing the sale of property to Kasim Ventures, LLC. Presented by Mayor Sprouse. Pgs. 12-14

5. ***A Discussion*** on Series 2022B Bond Purchase Agreement. Presented by Heath Ward, SWU. Pgs. 15-55

6. ***A Discussion*** on Trailhead repair options.

Health, Sanitation, and Property Maintenance by Chairwoman Amelia Williams

7. ***An Ordinance*** ordering the razing (demolition) and removal of a certain residential structure within the City of Springdale, Arkansas, located at 302 Caudle; to declare an emergency and for other purposes. Presented by Tom Evers, Chief Building Inspector. Pgs. 56-59

Ordinance Committee by Chairman Mike Overton

8. ***An Ordinance*** amending Chapter 82 of the Code of Ordinances of the City of Springdale, Arkansas, pertaining to door to door solicitation; and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 60-61

Committee of the Whole

9. ***An Ordinance*** confirming a Second Amendment to Inter-Municipal Sewer Agreement between the City of Springdale, Arkansas, and the City of Lowell, Arkansas; and declaring an emergency. Presented by Chris Moore, Mayor of Lowell. Pgs. 62-65

RESOLUTION NO. ______

A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
PROJECT NO. 18BPP1

WHEREAS, the City of Springdale contracted with Carroll Electric Cooperative Corporation for the relocation of utilities at Shaw Family Park**,** and

WHEREAS, The City has received an invoice for $402,619.55 for the relocation of utilities for Shaw Family Park.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay Carroll Electric Cooperative Corporation $402,619.55 with funds from the Park Lands Contingency Fund.

PASSED AND APPROVED this 24th day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

RESOLUTION NO. ________

A RESOLUTION TO APPROPRIATE FUNDS FOR IMPROVEMENTS TO THE POLICE DEPARTMENT FIRING RANGE TO BE PAID FROM DRUG SEIZURE FUNDS.

WHEREAS, in December, 2020, the City of Springdale purchased property at 511 Old Wire Road, said property to be used by the Springdale Police Department for an indoor firing range and firearms training ("the Property");

WHEREAS, the Police Department is wishing to make certain improvements to the Property, including cleaning the facility, install an access control system, and the wiring/installation of a camera system;

WHEREAS, the Police Department has received quotes for the requested improvements to the Property which total $16,533.62; and

WHEREAS, the Police Department has sufficient funds in the Drug Seizure Fund to pay for the improvements to the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated $16,533.62 from the Drug Seizure funds for the improvements to the Springdale Police Department's indoor firing range facility at 511 Old Wire Road.

PASSED AND APPROVED this ______ day of ____________________, 2022.

____
Doug Sprouse, MAYOR

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED:

____
Ernest B. Cate, CITY ATTORNEY

ErnestCa/2022Misc/RESOFiringRange

CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble

TO: Colby Fulfer and Mayor Doug Sprouse

DATE: 05/11/22

RE: Range improvements

The City of Springdale purchased an old indoor firing range so the Police Department would have a facility for firearms training. There is a long-term plan to remodel the building to allow long-gun training as the current facility will only allow for the use of handguns.

The Police Department is requesting authorization to spend federal drug seizure funds for three items to help clean and secure the range:

1) We request $5959.55 to pay a cleaning company to clean and remove hazardous materials from the facility. There is accumulated led and other material left-over from the previous owner.

2) We request $4234.00 for an access control system on the front door at the range. This is necessary to allow us to secure the range while it is in use. The police department currently has to leave the door unlocked while the range is in use which is a security issue. We will be able to reuse this system when the range is remodeled.

3) We request $6340.07 for the wiring and installation of a camera system. Our IT department already has the cameras that will be utilized in the facility. All of the wiring and camera equipment would be reused after the remodel.

The total cost for the immediate needs at the range will total $16,533.62.

Respectfully,

Frank Gamble

Chief of Police Frank Gamble
Springdale Police Department

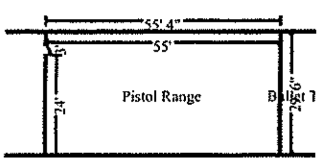
Servpro of Fayetteville, Springdale South,
North Washington County
MTBR Enterprises, LLC
228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID: 873418066

SPRINGDALE_PD

Job

Job

CAT	SEL	CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
1. WTR	ESRVD	1	1.00 EA	+ Emergency service call - during business hours	0.00+	155.41 =	15.15	170.56
2. HMR	PPEGHD	2	2.00 EA	+ Personal protective gloves - Heavy duty (per pair)	0.00+	6.99 =	1.36	15.34
3. HMR	PPE	3*2*2	12.00 EA	+ Add for personal protective equipment (hazardous cleanup)	0.00+	12.86 =	15.05	169.37
3 technicians, 2 suits per day.								
4. HMR	PPERF	3	3.00 DA	+ Respirator - Full face - multi-purpose resp. (per day)	0.00+	7.61 =	2.23	25.06
5. HMR	PPERC	3	3.00 EA	+ Respirator cartridge - HEPA only (per pair)	0.00+	16.04 =	4.69	52.81
6. HMR	EQDH	2	2.00 EA	+ Equipment decontamination charge - HVY, per piece of equip	0.00+	54.47 =	10.62	119.56
Total: Job							**49.10**	**552.70**



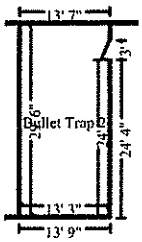
Pistol Range — **Height: 10'**

1670.00	SF Walls	1622.50	SF Ceiling
3292.50	SF Walls & Ceiling	1622.50	SF Floor
180.28	SY Flooring	166.00	LF Floor Perimeter
169.00	LF Ceil. Perimeter		

Door **3' X 6' 8"** **Opens into CLASSROOMS**

CAT	SEL	CALC	QTY	ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
7. CLN	HEPAVAS	W+F	3292.50 SF	+ HEPA Vacuuming - Detailed - (PER SF)	0.00+	0.55 =	176.56	1,987.44
8. CLN	AV+	W+F	3292.50 SF	+ Clean more than the walls - Heavy	0.00+	0.48 =	154.09	1,734.49
Totals: Pistol Range							**330.65**	**3,721.93**

Servpro of Fayetteville, Springdale South,
North Washington County
MTBR Enterprises, LLC
228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID: 873418066



Bullet Trap 2 **Height: 10'**

835.00	SF Walls	390.88	SF Ceiling
1225.88	SF Walls & Ceiling	390.88	SF Floor
43.43	SY Flooring	82.50	LF Floor Perimeter
85.50	LF Ceil. Perimeter		

Door **3' X 6' 8"** **Opens into Exterior**

CAT	SEL / CALC	QTY / ACT DESCRIPTION	REMOVE	REPLACE	TAX	TOTAL
9. CLN	HEPAVAS	+ HEPA Vacuuming - Detailed - (PER SF)				
	W+F	1225.88 SF	0.00+	0.55 =	65.74	739.97
10. CLN	AV+	+ Clean more than the walls - Heavy				
	W+F	1225.88 SF	0.00+	0.48 =	57.37	645.79
11. HMR	NAFAN	+ Negative air fan/Air scrubber (24 hr period) - No monit.				
	1	1.00 DA	0.00+	77.00 =	7.51	84.51
12. HMR	FHEPA	+ Add for HEPA filter (for negative air exhaust fan)				
	1	1.00 EA	0.00+	195.58 =	19.07	214.65
Totals: Bullet Trap 2					**149.69**	**1,684.92**
Total: Job					**529.44**	**5,959.55**
Line Item Totals: SPRINGDALE_PD					**529.44**	**5,959.55**

Grand Total Areas:

8,168.33	SF Walls	7,995.54	SF Ceiling	16,163.88	SF Walls and Ceiling
7,995.54	SF Floor	888.39	SY Flooring	811.83	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	826.83	LF Ceil. Perimeter
7,995.54	Floor Area	8,207.85	Total Area	8,168.33	Interior Wall Area
4,827.67	Exterior Wall Area	444.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Servpro of Fayetteville, Springdale South,
North Washington County
MTBR Enterprises, LLC
228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID: 873418066

Summary for Dwelling

Line Item Total	5,430.11
Total Sales Tax	529.44
Replacement Cost Value	**$5,959.55**
Net Claim	**$5,959.55**

Ashbaugh, Parker
Estimator

Servpro of Fayetteville, Springdale South, North Washington County

Servpro of Fayetteville, Springdale South,
North Washington County
MTBR Enterprises, LLC
228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID: 873418066

Client:	Springdale Police Department	Home:	(479) 750-8139
Property:	511 Old Wire Rd. Springdale, AR 72764		
Operator:	PARKER		
Estimator:	Ashbaugh, Parker	Business:	(918) 404-7263
Position:	Estimator	E-mail:	parker@servprosouthtulsa.com
Company:	SERVPRO of South Tulsa County		
Business:	14690 E. Pine St. Tulsa, OK 74116		

Type of Estimate:	Other		
Date Entered:	2/21/2022	Date Assigned:	2/10/2022
Date Est. Completed:	2/21/2022	Date Job Completed:	

Price List:	ARFA8X_FEB22
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	SPRINGDALE_PD

Quote

Professional Cabling Solutions
PO Box 687
Springdale, AR 72765

Date	Estimate #
3/10/2022	11417

Name / Address
City of Springdale IT Dept

Phone #	Fax #
479-750-0699	479-750-0689

Qty	Description	Cost	Total
1	Pull (10) General CAT6 cables out to customer identified locations for video surveillance cameras. Terminate all cables with Allentel CAT6 jacks at the camera locations and onto (1) Allentel 24 port CAT6 patch panel inside the data closet. Test and label all cabling according to TIA standards. Provide (20) Allentel 3' CAT6 patch cords for cross connect.	2,262.58	2,262.58T
1	Install 3/4" J-hooks throughout building for horizontal structured cabling pathway.	784.25	784.25T
1	Demo existing data cabling running throughout the building.	650.00	650.00T
1	Mount and aim (10) video surveillance cameras provided by the City of Springdale.	2,080.00	2,080.00T
	Sales Tax Group	9.75%	563.24
		Total	$6,340.07

E-mail	Web Site
joel@professionalcabling.com	www.professionalcabling.com

Signature ______________________________

DFS
DUNK FIRE & SECURITY
PROTECTING LIFE AND PROPERTY

3446 Wagon Wheel Road
Springdale, AR 72762
Phone: (479) 750-1833
Web: www.dunksecurity.com
Contractors License # 0163100522

FIRE
Fire Sprinkler Systems
Clean Agent Systems
Backflow Preventers
Fire Alarm Systems
Fire Extinguishers
Fire Hydrants

SECURITY
Access Control Systems
Home Security Systems
Intrusion & Detection
IP-Based Cameras
Remote Support

COMMUNICATIONS
Mass Notification
Wireless Systems
Intercom Systems
Nurse Call Systems
Data & Fiber Optic Cabling

ADDITIONAL SERVICES
Fire Alarm & Elevator Monitoring
System Sales Agreements
Exit & Emergency Lights
Consulting

KERI SYSTEMS

Altronix

Regulated By Arkansas Board of Private Investigators
And Private Security Agency
#1 State Police Plaza Drive
Little Rock, Arkansas 72209
(501) 618-8600
AR License # E05-046

May 3, 2022
Attention:Captain Coger
Springdale Police
Springdale AR 72762

SPD Gun Range Access System Proposal

SUMMARY-

This proposal is to add 1 door of access control to the SPD gun range. SPD will need to have internet installed so this can tie into the main SPD access control system. Also a qualified door repair company will need to adjust the door for proper operation before the install. DFS offers a 1 year warranty on all parts and 1 year warranty on labor.

Access system

(1) KERI 2 door control panel (x1)
(2) KERI PRX reader. (X1)
(3) PWR Supply (x1)
(4) Steel Hawk Power Latch (x1)
(5) Paddle latch (x1)
(6) Cable Armour (x1)
(7) Dead Latch Paddle (x1)
(8) Wire & Connectors, Installation

PRICE- **$4234.00 ***

Okay to proceed: ______________________ Approval Signature ____/___/________ Today's Date

If you have any questions, comments, or concerns, please feel free to contact me.

Mike Leuchtenberg
Mike Leuchtenberg | Security Project Manager
479-750-1833 ext. 221

*all equipment warranty excludes acts of God and customer abuse | proposal amount is good for 30 days
price includes any applicable taxes | 3% convenience fee if paying by credit card

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 108 WILLELLA PLACE, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, Vick Enterprises, LLC, currently owns property located at 108 Willella Place, Springdale, Washington County, Arkansas, ("the Property"), and being more particularly described as follows:

> The North 55 feet of Lot 3 and the South 20 feet of Lot 4, in the Sisson Subdivision to the City of Springdale, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. More commonly known as Washington County Tax Parcel No. 815-25755-000.

WHEREAS, the owner has agreed to sell the Property to the City of Springdale for the total sum of $170,000.00;

WHEREAS, the City believes the proposed purchase price is reasonable and is based upon an appraisal performed on the Property on behalf of the City; and

WHEREAS, the City plans to use the Property, along with other adjacent properties, for the relocation and construction of a Springdale Senior Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to execute all documents necessary for the acquisition of the Property in the amount of $170,000.00, plus associated costs, to be paid from the City's general fund unreserved, to be reimbursed out of the proceeds of the sale of the current Senior Center, or from the proceeds any future Bond funds.

PASSED AND APPROVED this _____ day of __________________, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____
Ernest B. Cate, City Attorney

City of Springdale Zoning Map

May 11, 2022

- Form-Based Code District Overlay
- S.E.E.D. Overlay District - Outline
- Washington Co. Parcels
- Benton Co. Parcels
- SCHOOLS

STREAMS
- MAIN CHANNEL
- TRIBUTARY

- LAKES
- Buildings
- RAILROAD

STREETS - ALL
- INTERSTATE
- RAMP
- U.S. HWY
- AR HWY
- LOCAL
- PRIVATE
- U.S. 412 NORTHERN BYPASS - PROPOSED
- RAZORBACK GREENWAY
- RABBIT'S FOOT WILDLIFE OBSERVATION TRAIL
- Addresses

1:1,000

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

City of Springdale, Clayton Sedberry

Clayton Sedberry | City of Springdale |

RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE SALE OF PROPERTY TO KASIM VENTURES, LLC.

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

> Washington County Tax Parcel No. 815-28444-000, Washington County Tax Parcel No. 815-28445-000, Washington County Tax Parcel No. 815-28446-000, and Washington County Tax Parcel No. 815-28445-001 (collectively "the Property"), containing 1.47 acres, more or less, as shown on the attached map which is attached hereto and incorporated herein by reference.

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

WHEREAS, Kasim Ventures, LLC, has made an offer to purchase the Property from the City for the sum of $465,000.00, which is the appraised value of the Property as appraised in March of 2022, and has agreed to dedicate right-of-way along the east boundary of Parcel No. 815-28444-000 to the City of Springdale as shown on Large Scale Development Plan L22-10;

WHEREAS, the amount offered by Kasim Ventures, LLC, for the Property is reasonable;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to effect the sale of the Property to Kasim Ventures, LLC, for the total sum of $465,000.00.

PASSED AND APPROVED this _______ day of ________________________, 2022.

____
Doug Sprouse, Mayor

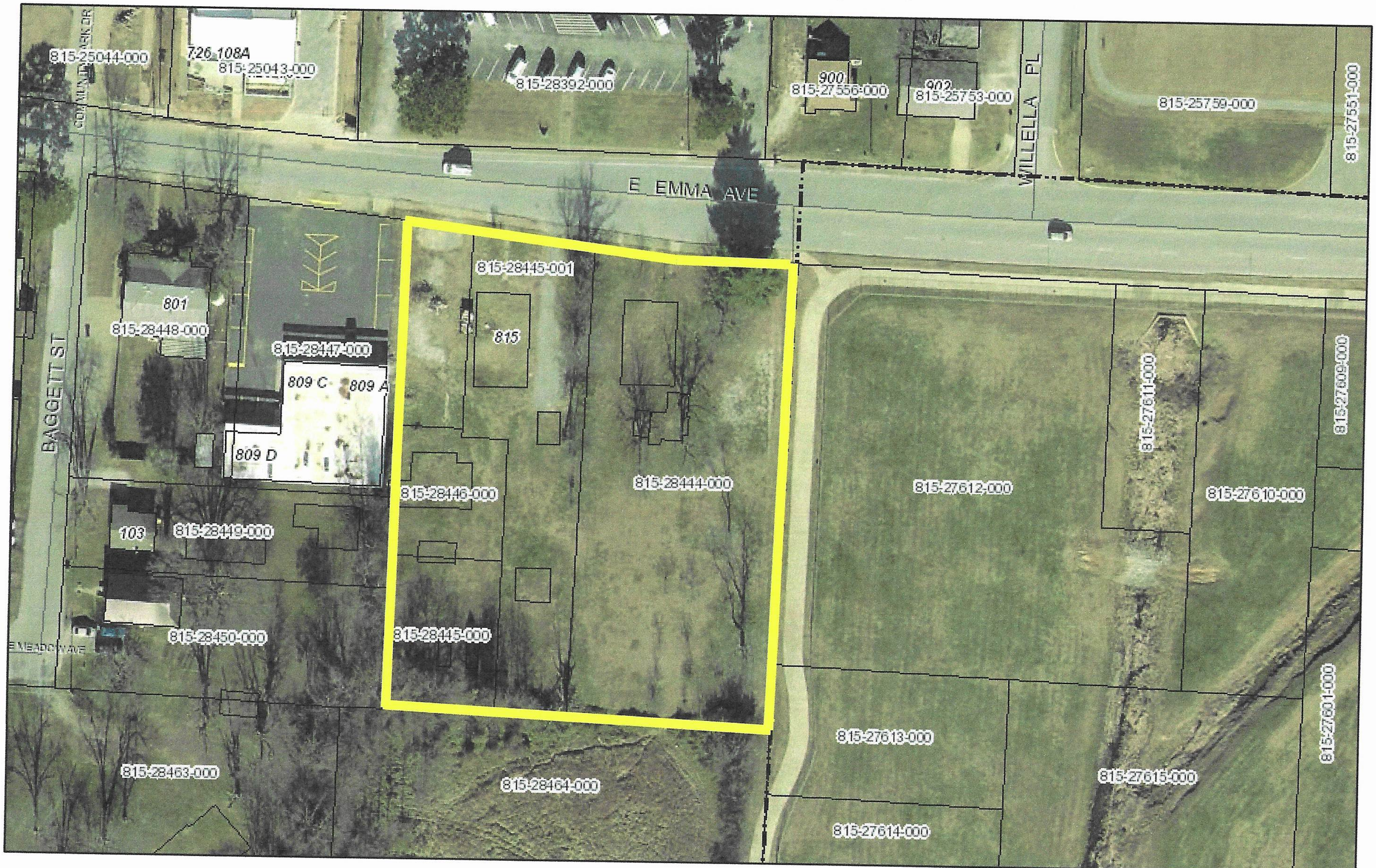
ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

City of Springdale Zoning Map

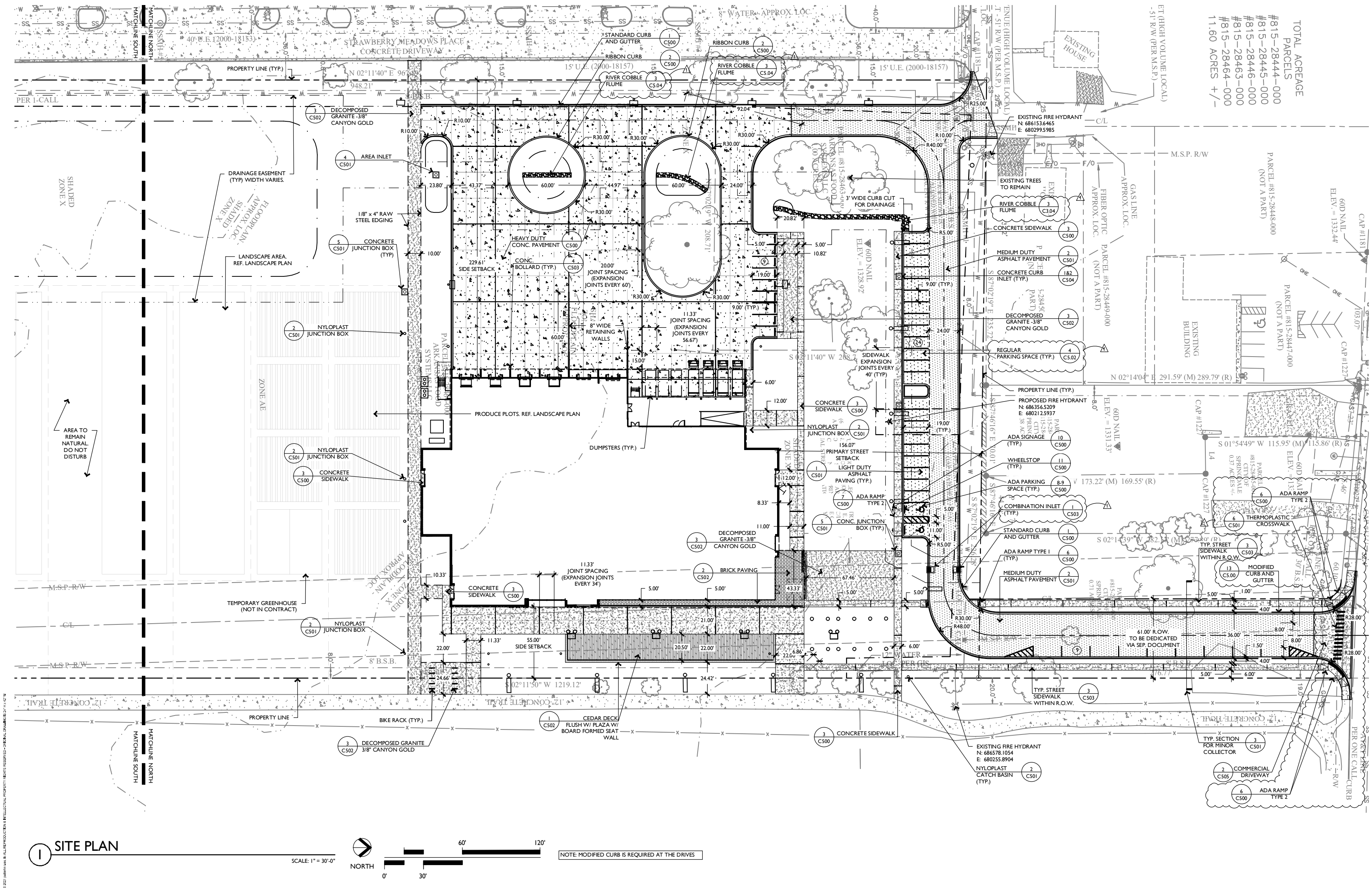


April 14, 2022

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

1:1,000
0 0.01 0.01 0.03 mi
0 0.01 0.03 0.05 km

City of Springdale, Clayton Sedberry



1 SITE PLAN

SCALE: 1" = 30'-0"

NORTH

0' 30' 60' 120'

NOTE: MODIFIED CURB IS REQUIRED AT THE DRIVES

N O R T H W E S T
A R K A N S A S
FOOD SYSTEMS
713 e meadow avenue springdale arkansas 72764

ARCHITECT:
patterhn ives llc
7751 carondelet avenue
clayton tower suite 500
st louis missouri 63105
303 221 0500
www.patterhn-ives.com
Arkansas Firm License Number: LL291

FOOD SERVICE & KITCHEN:
RICCA DESIGN STUDIOS
5613 dtc parkway, suite 100
greenwood village colorado 80111
303 221 0500
www.ricca.com

CIVIL & LANDSCAPE:
ECOLOGICAL DESIGN GROUP
120 south izard street
little rock arkansas 72201
501 378 0200
www.ecologicaldg.com
Arkansas Firm License Number: 2511

MEPFT:
HSA ENGINEERING
1150 bob courtway drive
suite 400
conway arkansas 72032
314 354 6889
www.hasconsultants.com
Arkansas Firm License Number: 359

STRUCTURAL:
MARTIN / MARTIN ENGINEERS
106 south main street
bentonville arkansas 72712
479 407 0945
www.martinmartin.com
Arkansas Firm License Number: 3163

LIGHTING:
H2LTG LIGHTING DESIGN
1015 grupp road #31493
saint louis missouri 63131
314 531 5200
www.h2ltg.com

PROJECT NUMBER:
2017-000

WHEN DRAWING IS REPRODUCED AT ORIGINAL SCALE, THIS BAR = 1 INCH

1"

PROFESSIONAL SEALS:

NOT FOR CONSTRUCTION

ERIC R HOFFMAN - ARCHITECT AR#9934

REVISION HISTORY:

no.	description	date
1	City Revisions	02-17-2022

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C101

LSD L22-10
LARGE SCALE DEVELOPMENT APPLICATION

DRAWN BY: EDG
ISSUE DATE: 17 FEBRUARY 2022

NOTICE OF PUBLIC HEARING ON BONDS

Notice is hereby given by the City of Springdale, Arkansas (the "City") that the City proposes to issue its Water and Sewer Revenue Bonds, Series 2022B and Series 2022C (the "bonds"), in the maximum aggregate principal amount of $3,100,000 for the purpose of financing costs of the decommission and remediation of the wastewater treatment facilities in the territory formerly known as Bethel Heights and the acquisition and construction of approximately 6,000 linear feet of sanitary gravity sewer main to alter existing flows from the former Bethel Heights area to the Springdale wastewater collection system (the "Improvements"), and expenses of issuing the bonds.

A public hearing concerning the proposed issuance of the bonds will be held by the Mayor and the members of the City Council at 6:00 p.m. on the 24th day of May, 2022, at the regular meeting place of the Council, 201 Spring Street, Springdale, Arkansas. At the public hearing, all interested persons shall have an opportunity to be heard concerning the proposed issuance of the bonds, and the City shall take such action as it deems proper.

Dated: May 5, 2022.

/s/ Denise Pearce
City Clerk

SERIES 2022B BOND PURCHASE AGREEMENT

City of Springdale, Arkansas
Attention: Mayor

May 24, 2022

Ladies and Gentlemen:

Certain terms used in this Bond Purchase Agreement are defined as follows:

Issuer:	City of Springdale, Arkansas
Principal Amount:	$2,054,083
Interest Rate:	0%
Servicing Fee	1% per annum of the outstanding principal amount of the Bond (see Exhibit A)
Bond:	City of Springdale, Arkansas Water and Sewer Revenue Bond, Series 2022B
Bond Counsel:	Friday, Eldredge & Clark, LLP
Bond Ordinance:	Ordinance No. ___ of the Issuer, adopted May 24, 2022, under which the Bond is to be issued and secured.
Rate Ordinances:	Ordinance Nos. 5429 and 5430 of the Issuer, adopted November 12, 2019, pursuant to which the rates are fixed for services of the System and System Revenues are collected.
System Revenues:	Revenues of the Issuer's Water and Sewer System.
Administrative Fee:	$-0-
Issuer's Notice Address:	City of Springdale, Arkansas 201 Spring Street Springdale, Arkansas 72764 Attn: Mayor
Closing:	10:00 a.m., prevailing local time, on July 12, 2022 or at such other time or on such earlier or later date as is mutually agreed upon, at the offices of Bond Counsel in Little Rock, Arkansas.

Authorizing Legislation	Title 14, Chapter 164, Subchapter 4, Title 14, Chapter 234, Subchapter 2 and Title 14, Chapter 235, Subchapter 2 of the Arkansas Code of 1987 Annotated.
Disbursement Cut-Off Date:	April 15, 2024

The Arkansas Natural Resources Commission (the "Commission") and the Arkansas Development Finance Authority (the "Authority") hereby offer to enter into this Bond Purchase Agreement (the "Agreement") with you, the Issuer, for the purchase by the Authority from moneys in the Construction Assistance Revolving Loan Fund Account, created by Arkansas Code Annotated Section 15-5-901, as the same may be amended from time to time (the "Revolving Loan Fund"), and the sale by you of the Bond of the Issuer more particularly described below. Upon approval by you and by the execution of the acceptance hereof by the Mayor of the Issuer, this Agreement shall be in full force and effect in accordance with its terms and shall be valid, binding, and enforceable upon the Issuer, the Commission, and the Authority.

Further terms of this Agreement are:

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Authority the entire Principal Amount of the Bond to be issued under and secured by the Bond Ordinance.

2. The Bond is being issued for the purpose of financing a portion of the costs of the decommission and remediation of the wastewater treatment facilities in the territory formerly known as Bethel Heights and the acquisition and construction of sanitary gravity sewer main to alter existing flows from the Bethel Heights area to the System, as described in the facilities plan furnished by the Issuer to and concurred with by the Commission (the "Project"), paying costs incidental thereto, and paying approved expenses incurred in connection with the issuance of the Bond. The proceeds of the Bond (as hereinafter defined) and the Issuer's $1,000,000 Water and Sewer Revenue Bond, Series 2022C (the "2022C Bond") are expected to be used as set forth in Exhibit B.

3. The Bond and the Servicing Fee shall be secured by a pledge of and payable from the System Revenues on a parity with the pledge in favor of the 2022C Bond and the Issuer's Water and Sewer Revenue Bonds, Series 2006 and Series 2022A. Rates for usage of the Issuer's water and sewer system (the "System") have been levied and the System Revenues are collected pursuant to the Rate Ordinances.

4. The Bond shall be dated the date of the Closing. The Bond shall be authorized in an amount up to the Principal Amount identified above, and shall bear interest at the Interest Rate identified above. Principal and interest shall be amortized in accordance with the schedule set forth on Exhibit A attached hereto (which is based upon semiannual repayment of principal and interest commencing six months following the Disbursement Cut-Off Date and a

10 year amortization), and the Issuer shall pay to the Authority on the first business day of each month, commencing six months prior to the first principal payment date set forth on Exhibit A, an amount equal to 1/6 of the next installment of interest and principal due on the Bond plus the Issuer shall pay to the Authority interest on the Bond on each April 15 and October 15 to and including the Disbursement Cut-Off Date. In addition to the payment of the principal and interest on the Bond, the Issuer shall be obligated to pay the Servicing Fee to the Authority. The Servicing Fee shall be payable in the same manner and on the same dates as interest on the Bond is due. The payment of the Servicing Fee is expressly made subordinate to the payment of the principal of and interest on the Bond. The Issuer agrees that any delay in completion of the Project beyond the Disbursement Cut-Off Date shall not result in any extension of the date on which principal and interest payments are to be made on the Bond. The Bond shall be subject to redemption prior to maturity, shall be payable, and shall be as otherwise described in the Bond Ordinance. Interest on the Bond shall not be excludable from gross income for federal income tax purposes.

5. The Issuer recognizes that the Authority and the Commission shall be under no obligation to provide any funds to the Issuer other than the proceeds of the Bond. If, for any reason, the Issuer does not utilize the entire Bond proceeds, then in such event the Principal Amount of the Bond will be reduced to the amount actually withdrawn. Any reduction of the Bond pursuant to this provision shall result in pro rata reductions of the remaining installments of principal so that the weighted average life of the Bond immediately following any such reduction shall be substantially equal to the weighted average life of the Bond immediately prior to such reduction. The Authority agrees to accept, or cause the registered owner of the Bond to accept, a new Bond from the Issuer reflecting the revised payment schedule.

6. Subject to the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase the Bond from the Issuer in installments from time to time from moneys in the Revolving Loan Fund in an amount up to the Principal Amount, and the Issuer hereby agrees to sell the Bond to the Authority at a price of 100 percent of the Principal Amount of the Bond purchased from time to time. The purchase price for the Bond shall be paid in a series of advances in accordance with the provisions of paragraph 7. The initial advance of the purchase price shall take place at the Closing. At the Closing, the Issuer will deliver, or cause to be delivered, to the Authority a single typewritten bond, duly executed and authenticated, together with the other documents herein required, and the Authority will accept delivery and make the initial advance of the purchase price of the Bond by wire transfer of immediately available funds or by certified or official bank cashier's check as directed by the Issuer. If the Closing and the initial advance do not occur within 180 days from the date hereof, then the Authority's obligation to purchase the Bond is terminated.

7. So long as the Issuer is in compliance with the terms and provisions of this Agreement and the Bond Ordinance and the representations and warranties of the Issuer made herein remain true and correct, the Authority agrees to make, and the Commission agrees to approve advances of the purchase price of the Bond ("Disbursements") from moneys in the Revolving Loan Fund as follows:

(a) Disbursements shall only be made based upon actual work completed;

(b) The Issuer may request reimbursement for costs not more often than monthly, provided however, during the Project performance period requests for reimbursement shall be limited to quarterly;

(c) Disbursements shall be for costs incurred prior to the Disbursement Cut-Off Date, and no Disbursements shall be made following the Disbursement Cut-Off Date;

(d) Disbursements shall be made for eligible work called for in the engineering services contract and in the plans and specifications approved by the Commission and Bond issuance costs eligible under Title XVI of the Rules of the Commission, as now or hereafter amended ("Title XVI Rules"); and

(e) All requests for Disbursements must be made in accordance with Title XVI Rules and shall be made by forwarding a completed copy of a Disbursement Request, in the form attached as Exhibit C hereto, to the Commission, along with the documentation for eligible Project Costs incurred since the last Disbursement Request and not previously submitted.

8. The parties hereto acknowledge that the Authority intends to pledge the Bond to secure payment of the Authority's revolving loan fund revenue bonds to be issued from time to time (the "ADFA Bonds"). The Authority agrees not to make any other transfer or attempt to transfer the Bond without the prior written consent of the Commission. Upon transfer of the Bond, the Authority and the Commission may assign their rights hereunder to the new owner of the Bond without consent of the Issuer.

9. The Issuer agrees to pay the Authority at the Closing the Administrative Fee, which fee may be paid from Bond proceeds at the option of the Issuer.

10. The Issuer represents and warrants to, and agrees with, the Authority and the Commission that:

(a) The Issuer is a city of the first class, duly organized and existing under the laws of the State of Arkansas, and has, and at the date of Closing will have, full legal right, power, and authority (i) to enter into this Agreement, (ii) to adopt the Bond Ordinance and the Rate Ordinances, (iii) to issue, sell, and deliver the Bond to the Authority as provided herein, (iv) to levy the rates for usage of the System ("Rates") and pledge the System Revenues, and (v) to carry out and consummate the transactions contemplated by this Agreement, the Bond Ordinance, and the Rate Ordinances;

(b) The Issuer has complied, and will at the date of Closing be in compliance, in all respects, with the Authorizing Legislation;

(c) By adoption of the Bond Ordinance pursuant to the Authorizing Legislation, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Bond and this Agreement and, when delivered to and paid for by the Authority at the Closing in accordance with the provisions of this Agreement, the Bond will have been duly authorized, executed, issued, and delivered and will constitute a valid and binding obligation of the Issuer in accordance with its terms, in conformity with the Authorizing Legislation, entitled to the benefit and security of the Bond Ordinance;

(d) The financial statements of the System delivered to the Commission and the Authority are true and correct in all respects, have been prepared in accordance with generally accepted government accounting principles for municipalities, consistently applied, and fairly present the financial condition of the System as of their respective dates;

(e) The execution and delivery of this Agreement and the Bond, the adoption of the Bond Ordinance and the Rate Ordinances, the fixing of the Rates, the pledge of the System Revenues to the Bond, and the carrying out and consummation of the transactions contemplated by this Agreement and the Bond Ordinance will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Arkansas or the United States or any judgment or decree or any agreement or other instrument to which the Issuer is a party or is otherwise subject;

(f) There is no action, suit, proceeding, or investigation involving the Issuer before or by any court, public board, or body pending or, to the knowledge of the Issuer, threatened wherein an unfavorable decision, ruling, or finding would: (i) affect the creation, organization, existence, or powers of the Issuer or the titles of its officials to their offices, (ii) enjoin or restrain the issuance, sale, and delivery of the Bond, the levy of the Rates, or collection of the System Revenues or the pledge thereof, (iii) in any way question or affect any of the rights, powers, duties, or obligations of the Issuer with respect to the System Revenues, (iv) in any way question or affect any authority for the issuance of the Bond or the validity or enforceability of the Bond or the Bond Ordinance and the Rate Ordinances, or (v) in any way question or affect this Agreement or the transactions contemplated by this Agreement, or any other agreement or instrument relating thereto to which the Issuer is a party;

(g) The Rates have been duly fixed under the Authorizing Legislation and the Rate Ordinances, and the System Revenues have been duly pledged to the payment of the Bond under the Bond Ordinance pursuant to the authority granted by the Authorizing Legislation; and

(h) The Issuer will promptly remit each Disbursement to the person or persons to whom payment is then due and owing.

11. The Issuer covenants and agrees with the Commission and the Authority:

(a) To comply with all applicable Arkansas and federal statutes and regulations, including particularly, without limitation, Title XVI Rules;

(b) To utilize and expend the proceeds of the Bond in a timely and expeditious manner by: (1) utilizing Bond proceeds for eligible Project Costs and approved issuance costs, (2) proceeding expeditiously with and completing the Project, and (3) completing all facilities recommended in the approved facilities plan;

(c) To establish and maintain adequate financial records for the Project in accordance with "generally accepted governmental accounting standards" defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" (February 27, 1981), and make these records available to the Commission or its authorized representatives;

(d) To undertake the Project on its own responsibility and release and hold harmless the Commission and the Authority, and their officers, members, directors and employees, from any claim arising in connection with the design, construction, or operation of the Project or any other aspect of the sewer facilities of the Issuer, including any matter due solely to their own negligence;

(e) To comply with all terms and conditions of any construction contracts, architectural or engineering agreements, and other agreements to which the Issuer is a party affecting the Project, the premises of the sewer facilities of the Issuer, and its operations and to require or cause to be required its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract for the Project;

(f) To become familiar with and comply with all federal and state laws pertaining to equal employment opportunities ensuring that all engineers and contractors for the Project do not discriminate against any person on the basis of race, color, religion, sex, age, national origin, or handicap;

(g) To provide complete (unaudited) financial statements and budget information for the System to the Commission, within 30 days of a written request from the Commission, for any year(s) during which this Agreement is in effect;

(h) To maintain and operate the System in a sound and economical manner and in accordance with standards as may be required or prescribed by federal, state, or local regulatory agencies; and

(i) To comply with the federal requirements set forth in Exhibit D attached hereto unless such requirements are waived by the Commission and the Environmental Protection Agency. (For purposes of Exhibit D, the term "Borrower" therein shall have the same meaning as the term "Issuer" herein.)

12. The Issuer covenants and agrees with the Authority as follows:

(a) For purposes of this paragraph 12, the following terms shall have the meanings set forth below.

"Rule 15c2-12" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (17 C.F.R., Part 240 §240.15c2-12).

"Obligated Person" shall mean any person who is committed by contract or other arrangement to support payments in a sum equal to ten percent (10%) or more of the aggregate payments of the loans, including the Bond, which comprise the Revolving Loan Funds administered by the Authority, and which are pledged as security for ADFA Bonds, the proceeds of which fund a portion of the Bond.

(b) If, during any fiscal year of the Authority, the outstanding obligations of the Issuer under the terms of the Bond shall cause the Issuer to be deemed an Obligated Person, and unless in the opinion of bond counsel for the ADFA Bonds an exemption from Rule 15c2-12 is then available, the Issuer shall, upon notice from the Authority, within 120 days after the close of each fiscal year of the Authority, furnish to the Authority (i) a copy of the latest financial statements of the Issuer (or the System if separately audited) prepared in accordance with generally accepted government accounting standards and audited by its independent auditors (or, if not available as of such date, the latest unaudited financial statements of the Issuer (or the System if separately audited) and, as soon thereafter as available, the audited financial statements) and (ii) such financial information and operating data relating to the Issuer and the System as agreed to by the Issuer and the Authority.

(c) The Issuer shall provide to the Authority, promptly upon the occurrence thereof, notice of any of the following events with respect to the Bond:

(1) any principal or interest payment delinquency with respect to the Bond;

(2) any non-payment related default under the Bond Ordinance, the Bond or this Agreement, if material;

(3) any event that would cause the Bond to be a "private activity bond" under the Internal Revenue Code of 1986, as amended;

(4) any defeasance of the Bond, in whole or in part;

(5) any release, substitution or sale of property securing repayment of the Bond, if material;

(6) bankruptcy, insolvency, receivership or similar event of the Issuer; and

(7) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement

to undertake such action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(d) The Issuer's obligations under this paragraph shall terminate upon the defeasance, prior redemption or payment in full of the Bond.

(e) Nothing in this paragraph shall be deemed to prevent the Issuer from disseminating any other information, or including any other information in any notice or report made hereunder, in addition to that which is specifically required by this paragraph. If the Issuer chooses to include any information in any report or notice made hereunder in addition to that which is specifically required by this paragraph, the Issuer shall have no obligation hereunder to update such information or include it in any future report or notice.

(f) The reporting requirements set forth in this Agreement are in addition to the financial reporting requirements set forth in the Bond Ordinance.

13. The Authority and the Commission have entered into this Agreement in reliance upon the representations and agreements of the Issuer herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The obligation of the Authority and the Commission under this Agreement are and shall be subject to the following further conditions:

(a) At the Closing, the Bond Ordinance and the Rate Ordinances shall be in full force and effect and shall not have been amended, modified, or supplemented after the date hereof except as may have been agreed to by the Authority and the Commission, and the Issuer shall have duly adopted and there shall be in full force and effect such other ordinances and resolutions as, in the opinion of Bond Counsel and the Commission, shall be necessary in connection with the transactions contemplated hereby.

(b) The representations and warranties of the Issuer contained herein shall be true, complete, and correct on the date hereof and on and as of the date of the Closing, as if made on and as of the date of the Closing.

(c) At or prior to the Closing, the Commission and the Authority shall have received the following:

(1) The Bond Ordinance and the Rate Ordinances, certified by the Issuer under its seal as having been duly adopted and as being in full force and effect, with only such amendments as may have been agreed to by the Commission and the Authority;

(2) An unqualified approving opinion, dated the date of the Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that:

(i) the Issuer is duly created and validly existing as a city of the first class of the State of Arkansas, with the power to adopt the Bond Ordinance and the Rate Ordinances, perform the agreements on its part contained in the Bond Ordinance, and issue the Bond;

(ii) the Bond has been duly authorized and issued by the Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with its terms; and

(iii) the Bond is secured by an irrevocable pledge of and lien on the System Revenues as provided in the Bond Ordinance, which pledge is valid and enforceable;

(3) A supplemental opinion, dated the date of Closing, of Bond Counsel, in form and substance satisfactory to the Commission and the Authority, to the effect that the Bond and the Bond Ordinance conform in both form and tenor to the provisions relating thereto summarized in the Term Sheet attached to the Memorandum of Agreement for the Project, and covering such other matters as may be reasonably requested by the Authority and the Commission;

(4) A certificate dated the date of the Closing and signed by the Mayor and the City Clerk of the Issuer and the Executive Director of the System, if applicable, to the effect that: (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing, (ii) the Issuer has complied with all agreements and covenants and satisfied all conditions on its part to be complied with or satisfied at or prior to the Closing, and (iii) there has been no material adverse change in the business, property, or financial condition of the System and the System has not incurred any material liabilities other than in the normal course of business which have not been disclosed in writing to the Commission and the Authority since the date of the latest financial statements submitted to the Commission and the Authority;

(5) Two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bond; and

(6) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Commission, the Authority, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Commission and the Authority. The performance of any and all obligations of the Issuer under this Agreement and the performance of any and all conditions contained herein for the benefit of the Authority and the Commission may be waived by the Authority and the Commission in their sole discretion.

14. All notices, demands, and formal actions hereunder will be in writing mailed, telegraphed, or delivered to the parties at the following addresses:

The Issuer:	Issuer's Notice Address
The Commission:	Arkansas Natural Resources Commission 10421 West Markham Little Rock, Arkansas 72205 Attention: Martha Washington
The Authority:	Arkansas Development Finance Authority 1 Commerce Way, Suite 602 Little Rock, Arkansas 72203 Attention: President

15. The Issuer shall maintain a Depreciation Fund as set forth in Section 14 of the Bond Ordinance.

16. All representations and warranties of the Issuer contained herein shall remain operative and in full force and shall survive (a) the execution and delivery of this Agreement, (b) any investigation made by or on behalf of the Commission or the Authority, (c) the purchase of the Bond hereunder, and (d) any disposition of or payment for the Bond.

17. Any audit or review of plans and specifications and any inspection of the work shall be for the Commission's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals, and disapprovals shall be an undertaking by the Commission of responsibility for design or construction.

18. Neither the Commission nor the Authority is a partner, joint venturer, or in any other way a party to the Project or the operation of the sewer facilities of the Issuer. Neither the Commission nor the Authority shall in any way be liable or responsible by reason of the provisions hereof to the Issuer or any third party for the payment of any claims in connection therewith.

19. The Authority agrees that it will invest the monthly payments made by the Issuer until applied to the semiannual interest and principal payments due on the Bond, and semiannually to credit interest accruing on such monthly payments against the next six monthly principal and interest payments due from the Issuer and to notify the Issuer in writing of such credit.

20. This Agreement may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

21. This Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and will not confer any rights upon any other person. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

[Remainder of page intentionally left blank.]

ARKANSAS NATURAL RESOURCES COMMISSION

By____
Title:

ARKANSAS DEVELOPMENT FINANCE AUTHORITY

By____
Title: President

ACCEPTED this 24th day of May, 2022.

CITY OF SPRINGDALE, ARKANSAS

BY______________________________
Mayor

EXHIBIT A
AMORTIZATION SCHEDULE

Loan Closing Date	Disbursement Cut-off Date	First Payment Date	Repayment Length Years	Annual Lending Rate	Total Principal	Semi-Annual Payment
Jul 12, 2022	Apr 15, 2024	Oct 15, 2024	10	1.00%	$ 2,054,083.00	$ 108,181.00

Semi-Annual Payment						Outstanding
		Payment	1.00%	0.00%		Principal
Period	Date	Amount	Servicing Fee	Interest	Principal	Balance
						$ 2,054,083.00
1	Oct 15, 2024	$ 108,181.00	$ 10,270.00	$ -	$ 97,911.00	1,956,172.00
2	Apr 15, 2025	108,181.00	9,781.00	-	98,400.00	1,857,772.00
3	Oct 15, 2025	108,181.00	9,289.00	-	98,892.00	1,758,880.00
4	Apr 15, 2026	108,181.00	8,794.00	-	99,387.00	1,659,493.00
5	Oct 15, 2026	108,181.00	8,297.00	-	99,884.00	1,559,609.00
6	Apr 15, 2027	108,181.00	7,798.00	-	100,383.00	1,459,226.00
7	Oct 15, 2027	108,181.00	7,296.00	-	100,885.00	1,358,341.00
8	Apr 15, 2028	108,181.00	6,792.00	-	101,389.00	1,256,952.00
9	Oct 15, 2028	108,181.00	6,285.00	-	101,896.00	1,155,056.00
10	Apr 15, 2029	108,181.00	5,775.00	-	102,406.00	1,052,650.00
11	Oct 15, 2029	108,181.00	5,263.00	-	102,918.00	949,732.00
12	Apr 15, 2030	108,181.00	4,749.00	-	103,432.00	846,300.00
13	Oct 15, 2030	108,181.00	4,232.00	-	103,949.00	742,351.00
14	Apr 15, 2031	108,181.00	3,712.00	-	104,469.00	637,882.00
15	Oct 15, 2031	108,181.00	3,189.00	-	104,992.00	532,890.00
16	Apr 15, 2032	108,181.00	2,664.00	-	105,517.00	427,373.00
17	Oct 15, 2032	108,181.00	2,137.00	-	106,044.00	321,329.00
18	Apr 15, 2033	108,181.00	1,607.00	-	106,574.00	214,755.00
19	Oct 15, 2033	108,181.00	1,074.00	-	107,107.00	107,648.00
20	Apr 15, 2034	108,186.00	538.00	-	107,648.00	-
TOTALS		$ 2,163,625.00	$ 109,542.00	$ -	$ 2,054,083.00	

EXHIBIT B
USES OF FUNDS

Item	Costs
Local Loan Expenses	$ 22,500
Construction	3,031,583
AGGREGATE PRINCIPAL AMOUNT OF BOND ($2,054,083) AND 2022C BOND ($1,000,000):	$3,054,083

EXHIBIT C

DISBURSEMENT REQUEST

Arkansas Natural Resources Commission
Revolving Loan Fund

(

Project Name: ____ Request Number: ______

Project Number: ____ Percent Complete: ______

Employer Identification No.:

Cost Classification	Costs Incurred to Date	RLF Eligible Amount	Previous RLF Disbursements	RLF Payment Due this Request
a. Land Acquisition				
b. Administration Costs (Land)				
c. Construction - Plant				
d. Construction - Line work				
e. Administration Costs (Const.)				
f. A/E Basic Fees Bid Phase				
g. A/E Basic Fees Const. Phase				
h. Inspection Phase				
i. Start-Up Services				
j. Project Performance Fees				
k. O&M Manual				
l. Material Testing				
m. Project Performance Testing				
n. Equipment				
o. Allowance (Planning/Design)				
p. ADFA Fee				
q. Legal Fees				
r. Issuance Costs				
s.				
t.				
TOTAL				

Certification			
I certify that to the best of my knowledge, that this disbursement request accurately reflects the total RLF amount due to date and that all costs requested are in accordance with the terms of the bond purchase agreement and RLF regulations. I further certify that all work has been inspected and performed in accordance with RLF program requirements.	Requested By	Signature of Authorized Certifying Official	Date Report Submitted
		Typed or Printed Name and Title	Telephone Number
	Prepared By	Signature of Engineering Consultant	Date Signed
		Typed or Printed Name and Title	Telephone Number
	Approved By	Signature of RLF Official	Date Signed
		Typed or Printed Name and Title	Telephone Number
		Signature of Project Engineer	Date Signed
		Typed or Printed Name and Title	Telephone Number

EXHIBIT D

REQUIRED FEDERAL CONDITIONS FOR SRF LOANS

Accounting Standards

The Borrower shall establish and maintain an accounting system and internal controls which will ensure the recording and safeguarding of all project activities in accordance with Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). The Borrower shall maintain separate accounting records for the project accounts in accordance with the CWSRF regulation 40 CFR 35.3135(i) or the DWSRF regulation 40 CFR 35.3550(i) as appropriate.

OMB – Uniform Guidance Subpart F Audits

In accordance with OMB Uniform Guidance, Subpart F which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends $750,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. **The recipient MUST** submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/

Wage Rate Requirements (Davis-Bacon Act):

The Borrower agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by either a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372); or a drinking water revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as attached hereto entitled "Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

See *"Attachment A"* for the Davis Bacon wage rate requirements.

Responsibilities of Participants Regarding Doing Business with Other Persons (Debarment)

The Borrower shall fully comply with Subpart C of 2 CFR Part 180 entitled, *"Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,"* as implemented and supplemented by 2 CFR Part 1532. The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled *"Covered Transactions,"* includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this loan, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at http://www.epls.gov. This term and condition supersedes EPA Form 5700-49, *"Certification Regarding Debarment, Suspension, and Other Responsibility Matters."*

Utilization of Disadvantaged, Minority and Women's Business Enterprises

The Borrower agrees to comply with the requirements of EPA's Program for Utilization of Disadvantaged, Minority and Women's Business Enterprises (DBE/MBE/WBE) in procurement under assistance agreements, contained in 40 CFR Part 33. This includes the contract administration provisions of 40 CFR 33.302.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Borrower agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

(a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Borrower agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.

DUNS AND CCR Requirements

Central Contractor Registration and Universal Identifier Requirements.

A. Requirement for System for Award Management (SAM). Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this condition:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site: https://www.sam.gov.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to

uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at http://fedgov.dnb.com/webform).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian tribe;
b. A foreign public entity;
c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from you under this award; and
b. Is accountable to you for the use of the Federal funds provided by the subaward.

Equipment Purchase and Disposition

All equipment purchases under this Loan, as well as the disposition of such equipment, shall be in accordance with 40 CFR 31.32.

Compliance with Cross-cutting Authorities

The Borrower will comply with the applicable Federal cross-cutting authorities as specified under 40 CFR 35.3575. The State further agrees to inform EPA when consultation or coordination with other Federal agencies is necessary to resolve issues regarding compliance with cross-cutter requirements.

American Iron and Steel

(1) *Definitions*. As used in this award term and condition —

(a) "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(2) *Domestic preference*.

(a) This award term and condition implements P.L. 113-76, Consolidated Appropriations Act, 2014, Section 436, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) and (b)(3) of this section and condition.

(b) This requirement does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

(c) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that: —

(i) applying the requirement would be inconsistent with the public interest;
(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) *Request for a Waiver under (b)(3)*.

(a) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including —

(1) A description of the foreign and domestic iron, steel, and/or manufactured goods;
(2) Unit of measure;
(3) Quantity;
(4) Cost;
(5) Time of delivery or availability;
(6) Location of the project;
(7) Name and address of the proposed supplier; and

(8) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.

(b) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(c) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 113-76 Section 436 section 1605 of the American Recovery and Reinvestment Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

Signage

The Borrower agrees to comply with the SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide.

Equal Employment Opportunity Provision

The Borrower hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER. That in the event a contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Borrower further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: PROVIDED, That if the Borrower so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering. agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliances.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee): refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Non-Discrimination Provisions

Comply with the Civil Rights Act of 1964, P.L. 88-352; Section 13 of The Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination; Section 504 of the Rehabilitation Act of 1973 regarding discrimination against the handicapped; and The Age Discrimination Act of 1975.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

    1) Procure or obtain, extend or renew a contract to procure or obtain;

    2) Enter into a contract (or extend or renew a contract) to procure; or

    3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

ATTACHMENT A

Wage Rate Requirements Under The Clean Water Act, Section 513

Preamble

With respect to the Clean Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

ATTACHMENT 1

I. Requirements Under The Water Resources Reform and Development Act of 2014 (WRRDA) For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the Water Resources Reform and Development Act of 2014 (WRRDA) - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact**, Mr. Dannell Brown @ brown.dannell@epa.gov or 214-665-7279** of EPA, - for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA) **-**, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF **-** financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2015 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

II. Requirements Under The Water Resource Reform and Development Act of 2014 (WRDA) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under –FY 2014 Water Resource Reform and Development Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact, **Mr. Dannell Brown @ brown.dannell@epa.gov or 214-665-7279,** EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at http://www.dol.gov/whd/

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2015 Water Resource Reform and Development Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund -. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **the Arkansas Resources Commission Project Engineer assigned to the project,** for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2015 Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay

laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

ORDINANCE NO. ________

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 302 CAUDLE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Pedro & Dolores Palos, are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

> The south half (S 1/2)of lots numbered one (1) and two (2) in block "A" in A.B. Coger and A.C. Dewese addition to the City of Springdale, Arkansas. Subject to easements for utilities and bills of assurance, if any exist. (Also commonly known as 302 Caudle, Springdale, Arkansas and known as Tract II on Fiduciary's deed recorded as Lan Document No. 99097037.)
>
> Commonly known as 302 Caudle, Springdale, Washington County, Arkansas
> Tax Parcel No. 815-20908-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, 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 abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. **EMERGENCY CLAUSE:** The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this ______ day of ___________________, 2022.

____
MAYOR

ATTEST:

____
CITY CLERK

APPROVED AS TO FORM:

____
CITY ATTORNEY

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Ryan Renauro
Deputy City Attorney
rrenauro@springdalear.gov

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

Lynda Belvedersi
Administrative Legal Assistant
lbelvedresi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

February 15, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

Pedro & Dolores Palos 5981
204 Caudle Ave.
Springdale, AR 72764

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Arvest Bank
ATTN: Katie Davidson Registered Agent
Hilburn, Calhoun, & Harper 5998
One Riverfront Plaza, Suite 800
North Little Rock, AR 72114

RE: Property located at 302 Caudle, Springdale, Washington County, Arkansas, Tax Parcel No. 815-20908-000

Dear Property Owner/Mortgage Holder:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 302 Caudle and has mailed notice in writing to you, via certified mail that a structure located on property owned by you at 302 Caudle Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, April 4, 2022, in the Tiered Training room located on the second floor of the City Administration

Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, April 12, 2022. This meeting will take place in the Tiered Training room of the City Administration Building. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,

Ernest Cate
City Attorney

Enclosure
EC: lb

cc: Mike Chamlee, Chief Building Inspector
Tom Evers, Chief Building Official

That which is underlined is added and that which is stricken through is deleted.

ORDINANCE NO. __________

AN ORDINANCE AMENDING CHAPTER 82 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, PERTAINING TO DOOR TO DOOR SOLICITATION; AND DECLARING AN EMERGENCY.

WHEREAS, on April 24, 2012, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4585, now codified as Section 82-1 of the Code of Ordinances of the City of Springdale, Arkansas, setting forth regulations pertaining to door to door peddling and solicitation on residential properties in the City;

WHEREAS, on August 28, 2012, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4619, now codified as Section 82-4 of the Code of Ordinances of the City of Springdale, Arkansas, setting forth regulations pertaining to door to door peddling and solicitation on commercial and industrial properties in the City;

WHEREAS, the City has a substantial interest in protecting the well-being, tranquility, personal safety, and privacy of its citizens, which include the ability to protect citizens from fraud or from unwanted intrusions upon residential, commercial, and industrial property; and

WHEREAS, in order to more effectively carry out the purposes and enforcement of the aforementioned Ordinances, the City Council for the City of Springdale finds that Section 82-1 and Section 82-4 of the Code of Ordinances of the City of Springdale, Arkansas, need to be amended to clearly set forth the penalties for a violation of these Ordinances.

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

Section 1: Section 82-1(f) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

(f) *Penalty.* ~~Any violation of this section shall be deemed a nuisance and punishable by a fine as provided by section 1-9~~ A person convicted of a violation of this subchapter shall be punished by a fine not exceeding $1,000.00, or double such sum for each repetition thereof. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuance thereof is a fine not to exceed $500.00 for each day that the violation is unlawfully continued. The imposition of a penalty does not prevent the revocation of a permit pursuant to subsection (h) herein. Violations of this subchapter that are continuous with respect to time, are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

Section 2: Section 82-4(d) of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

(d) *Penalty.* ~~Any violation of this section shall be deemed a nuisance and punishable by a fine as provided by section 1-9~~ A person convicted of a violation of this subchapter shall be punished by a fine not exceeding $1,000.00, or double such sum for each repetition thereof. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuance thereof is a fine not to exceed $500.00 for each day that the violation is unlawfully continued. Violations of this subchapter that are continuous with respect to time, are a public nuisance and may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief.

Section 3: All other provisions of Chapter 82 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended herein shall remain in full force and effect.

Section 4: **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 24th day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, City Clerk

APPROVED:

____
Ernest B. Cate, City Attorney

ORDINANCE NO. ________

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

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of May, 2022.

____
Doug Sprouse, Mayor

ATTEST:

____
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

____
Ernest B. Cate, CITY ATTORNEY

SECOND AMENDMENT TO
INTER-MUNICIPAL SEWER AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

SPRINGDALE WATER AND SEWER COMMISSION

____

Chris Weiser, Chairman

ATTEST:

____
Al Hanby, Vice Chair

CITY OF SPRINGDALE, ARKANSAS

____
Doug Sprouse, Mayor

ATTEST:

By_____________________________
Denise Pearce, City Clerk

CITY OF LOWELL, ARKANSAS

____
Chris Moore, Mayor

ATTEST:

By______________________________
Elizabeth Estes, City Clerk