

- The next Committee Meeting will be held on Monday, October 18th, 2021 in the Tiered Training Room located at 201 Spring Street, Springdale, Arkansas.
- Committee agendas will be available on the Friday before this meeting.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF NEW CRIMINAL JUSTICE BUILDING
TUESDAY, October 12th, 2021

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mayor Doug Sprouse

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk
4. Recognition of a Quorum.
5. Comments from Citizens
The Council will hear brief comments from citizens present at the meeting during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.
6. Approval of Minutes – September 28th, 2021: **Minutes located at the back of Agenda. Pgs. 79-111**
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as item number(s) **10, 11, and 12.** *Motion must be approved by two-thirds (2/3) of the council members).*
8. **An Appeal** regarding a decision made by the Planning Commission for a Conditional Use permit to allow camping at 1815 Bitter Lane. Presented by Zach Brothers. **Pgs. 1-9**
9. Finance Committee by Chairman Jeff Watson
 - A. **A Resolution** authorizing the City Attorney to settle a Condemnation Lawsuit wherein Lindsey Correa is Defendant (Project No. 18BPS12, Tract 23). Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. **Pgs. 10-16**
 - B. **A Resolution** authorizing an update to the 2015 Downtown Master Plan, acceptance of grant funds to support the update and authorizing the Mayor and the City Clerk to enter into a contract for consultant services with H3 Studio and a Memorandum with the Downtown Springdale Alliance Public Outreach and Involvement. Forwarded from Committee with recommendation for approval.

Presented by Patsy Christie, Director of Planning and Community Development. Pgs. 17-58

10. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas (1502 N. Pleasant), and declaring an emergency. Pgs. 59-65
11. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas (2913 Rowan Place), and declaring an emergency. Pgs. 66-71
12. **An Ordinance** calling for the Annexation of surrounding lands pursuant to Ark. Code Ann. §14-40-501, *et. seq.* Presented by Ernest Cate, City Attorney. Pgs. 72-76
13. **A Resolution** setting a hearing date on a petition to abandon a portion of a Utility Easement in the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 77-78
14. **A Discussion** on next City Council Meeting date (October 26th, 2021).
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor.
18. Adjournment.

Appeal Letter to Springdale City Council for a conditional use permit to allow camping at 1815 Bitter Lane

Appeal to be heard at City Council Meeting Tuesday Oct 12th, 6PM

To whom it may concern,

My name is Zach Brothers. I am a long time resident of Springdale, and my wife Sarah is a Springdale native. We live downtown at 222 W. Allen Ave. I am a partner in a physical therapy company in Springdale, Sarah is a realtor/broker at a real estate company in Springdale, and over the past 20 years we have been investing in residential real estate in Springdale. We have invested heavily in Springdale because we love our town and believe it is a wonderful place to live. We have raised two wonderful children, and have entered a phase in our life where we want to take on projects that continue to make Springdale a great place to live. Recently we restored an 1897 home downtown called "The Grove Cottage" that is a popular short term rental property, and we have assisted with other projects that are helping to revitalize our downtown. Biking has become a big deal in our area, and more bike trails are in the works including one that will go from the Jones center to Fitzgerald Mountain. On Sept 9th I applied for a conditional use permit to allow camping at 1815 Bitter lane, which is a 6 acre parcel of land on Fitzgerald mountain. I was denied by the planning commission, and I am appealing this denial to the city council. I hope to show the council and any other interested parties that my project is worthy of reconsideration.

Northwest Arkansas is being called "the mountain biking capital of the world," and our amazing trails at Fitzgerald Mountain are contributing to this designation. Fitzgerald Mountain includes trails for riders of all levels, much like a large ski resort does for skiers. My partners and I purchased a property on Fitzgerald Mountain that includes 2 amazing trail crossings. If riding or hiking North on Butterfield trail, you will enter the South side of this scenic property near a small mountain stream that crosses the trail during wet weather months. Fitzgerald mountain and it's awesome boulders rises up to the East and the same wet weather stream creates little waterfalls that course down the native stone toward a pond to the West. Looking West through the woods is a meadow where deer and other animals often congregate. As you continue North, the trail gently winds around a curve and a scenic old metal barn comes up on the left which marks the North end of my property. I've loved this picturesque part of the mountain since the first time I hiked it. When the property came up for sale, Sarah showed me that Bitter lane runs along the property and terminates fairly close to the trail. I immediately visualized a small campground that could provide not only ride in / hike in access, but drive in access as well. I've interviewed many mountain bikers recently and they say there is a need for more camping near the trails. They've said that most mountain bikers who visit our area and want to camp do so at Blowing Springs in Bella Vista or Coler Mountain Bike Preserve in Bentonville. I would like to offer a camping option right here in our hometown. I truly believe this could be a exciting and unique offering for Springdale that will promote positive healthy activity. I have an LLC structure in place that I am using with another short term rental property, and a sales and recreation tax account with the state where I pay state and local taxes. I'm ready to go, so I would appreciate your help by approving this conditional use request. Thank you so much for your time!



After the planning commission meeting on Sept 7th, I met with the neighbors who spoke in opposition. I believe it was a productive discussion, and I told them I take their concerns seriously. I would like to address some of their concerns, and present the changes I have made to my request.

Concerns about the “fit” of camping in the area

This 6 acre parcel of land starts at the base of Fitzgerald mountain and runs Westward nearly to the top of a mountain that is covered with mountain bike trails. Fitzgerald mountain is wooded with boulders and native stones and is a very natural and scenic area. The North border of my property is adjacent to an area that is zoned A-1 and has a goat farm. These northern neighbors are the only ones who have a dwelling in the vicinity of the camp areas. I've spoken to them about their concerns and they did not oppose my plan. The Eastern neighbor's property is also zoned A-1 and is at the top of the mountain. According to my survey, their property line starts approximately 500 feet from the campsite that is closest to them, and the 500 feet is a steep incline that is heavily wooded with boulders and cliffs. The Southern neighbors share the same SF-2 zoning as my property, and there is no dwelling between my parcel and the large power line easement that is South of my parcel. The parcel to the West is owned by a family member who is in favor of this project. There is a paved lane that terminates on a gravel lot where I've designated 2 parking spots for the van campers. I've developed a trail that runs alongside the goat farm and connects the parking area to the Butterfield trail. One of the campsites is along this trail, and the other is close to Butterfield trail, which is the mountain bike trail that crosses the property in the vicinity of the planned camp area. If any of you have had the opportunity to visit Coler in Bentonville, you would have seen a fantastic example of a campground that fits into an area that is near both mountain bike trails and a residential area. I believe camping on this parcel is a great use of the land in this area.

Concern of Accountability

I plan to use a platform called hipcamp.com for the public to book reservations. Hipcamp is an online platform with a mission to “support those who care for the land and get more people out under the stars...we do this because we believe humans in nature bring out the best of human nature.” This platform provides a reservation booking tool, the ability to communicate with campers, and allows me to set rules that campers must agree to. It also provides additional liability insurance. The platform and company will hold me accountable because they have a standards I must abide by, and it also allows customers to leave ratings. If the ratings are not acceptable, campers will not want to visit, making it difficult to stay in business. My rules will also require campers to post a tag at their site with their name and booking dates. I have already established a business relationship with a “host onboarding manager” at hipcamp who has been very responsive and helpful. Since my plan is to start very small, a full time attendant is not feasible, but this plan will provide an additional way for me or someone I designate to circulate and check on campers as needed.

Concern about fire

Campsite fires will not be allowed for the public, and this will be a rule the campers must agree to on Hipcamp. Many campers enjoy sitting by a campfire. Therefore, I would like to reserve the right to create a small community fire pit that would be no more than 3' x 3' (the acceptable size in a residential area.) At one time there was city water piped to the project location, and I am looking into getting access to water.

Concern about primitive camping

I'm choosing primitive camping because I want to start with a small affordable option that will allow me to test demand and feasibility. My campground will be primitive with rustic charm. I have created most of the signs from weathered wood. I've moved every native stone with my own hands. I improved and elongated what appears to be a deer path trail from the parking area to Butterfield trail by using a shovel, a pickaxe, and a weedeater. My campground will not be fancy to start, but it will have been constructed with a labor of love with a possibility for improvements. If the demand exists and the operation goes well, I could check into the feasibility of adding options such as a restroom facility, glamping tents, and even tiny cabin like structures. If the demand does not exist, if there are problems that can't be resolved, or if the cost is too great, I can stop bookings and just enjoy the land with my friends and family. I should also mention here that I'm applying for a conditional use permit, so if problems arise the permit can be removed.

Concern about restroom facilities

Bayyari park has nice restrooms located ¼ mile away via the Butterfield trail. Hipcamp requires that I include restroom information as part of the booking, and my plan is to promote the use of the nice Bayyari facility. Hipcamp also requires an additional toilet option if the property is under 20 acres, and one of the options they suggest is a bucket and bag system which should work well as a backup plan for this small campground. This will consist of a special toilet seat that fits over a bucket with a new bag for each use. There will be a small outhouse structure to use this bucket system in private. According to my Hipcamp host manager, hipcampers are used to primitive camping and "packing it out." This will be helpful since they will have to agree to pack out their waste and dispose of it, similar to how one might dispose of a baby diaper. Should these options not suffice, I could consider a port-a-potty, but I'm hopeful that the first 2 options will suffice in the beginning.

Concern about trash

My initial plan is to ask people to "pack it out," and this will be a rule that campers will have to agree to on their hipcamp reservation. This is supposed to be something hipcampers are used to, and should work for such a small campground. If this does not seem to work, I will look into ordering trash service.

Concern about people wandering off property, transients, others

I don't believe there will be any more concern with people wandering off property than there would be with the use of the existing trails. My 2 camper van sites and 3 camp sites will be marked on my property with signs and native stones. In addition, I think the presence of an area with lights and signs designating a camp area for registered guests only will deter transients or people who are potentially up to no good. I've spoken to the North adjacent neighbor who has told me that people used to drive up to the end of Bitter lane and attempt to dump trash or potentially engage in other activity in the dark. I believe my signs and lights will deter this activity.

Concern about debris on property

This parcel of land once had a home. As with many large pieces of land that once had a home, there are a few scattered junk items that remain. One is an old tub or sink in the field where the house was removed. I tried to remove it once before, but a bunch of bees emerged so I decided to wait. I have a waste management bagster bag I will be placing on the property soon to collect and dispose of debris I find as I continue to work on the site.

Concern about old Concrete structure and metal roof on the ground

There is an old concrete structure that is off the beaten path from where the parking and campsites exist. The structure has concrete blocks that are cracked and appear unstable. I plan to remove the concrete blocks that are cracked and re purpose them somewhere. There is a small metal roof that is mostly hidden in the grass to the West of the concrete structure. I plan to remove this roof by re-purposing the metal and wood trusses.

Description of the camp area plan with changes*

2 Large reserved parking spots (20' x 20') that will accommodate an RV up to 30' (Estimate up to 4 people per vehicle)

3 reserved camp sites approximately 10 x 12 (Estimate up to 4 people per site)
**decreased from 8 requested sites*

4 additional reserved parking spots (12' x 20')
**decreased from 6 additional spots*

Other changes of note:

A decrease in the Max # of people 84 to 20

A decrease in number of people allowed per reservation from 6 to 4

Elimination of the group camp area

Elimination of allowing camp fires (other than a potential group fire pit area)

Thank you for your consideration,


Zach Brothers
222 W.Allen Ave
Springdale, AR
dadbrothers@yahoo.com



FITZMO BARN







1000 SE 5th Street, Ste. E
Bentonville, AR 72712
(479) 231-1365
www.nwatrailblazers.com

September 22, 2021

Zach Brothers
Fitzgerald Mountain Camp

Via email: dadbrothers@yahoo.com

Re: Camping in the Land of Oz

Dear Zach,

The NWA Trailblazers strongly support camping in our region. With the increase in tourism for those who visit NWA to use our trail systems, we do not have enough camping spots near our trails. We have nearly 400 miles of world class trails and only a handful of camping spots adjacent to those trails. We often find ourselves telling visitors to camp at Beaver Lake which is 30 minutes from the trails. We estimate that 70% of the users on our trails are not from NWA and most of them would prefer not to stay at a hotel but would rather camp near the trails.

Please feel free to call me at your convenience.

Best Regards,

R. Erin Rushing

R. Erin Rushing, RLA
Executive Director, NWA Trailblazers
1000 SE 5th Street, Ste E
Bentonville, AR 72712
479-231-1365 office
Email: erin.rushing@nwatrailblazers.com

Cc:



Buddy Philpot

6135 Nancy's Vista, Springdale, AR

September 23, 2021

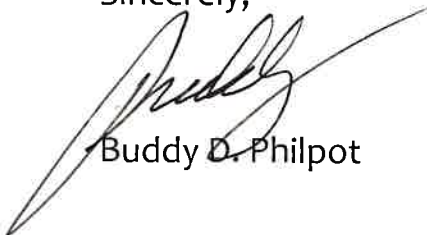
Zach Brothers
Fitzgerald Mountain Camp
Springdale, AR

Dear Zach,

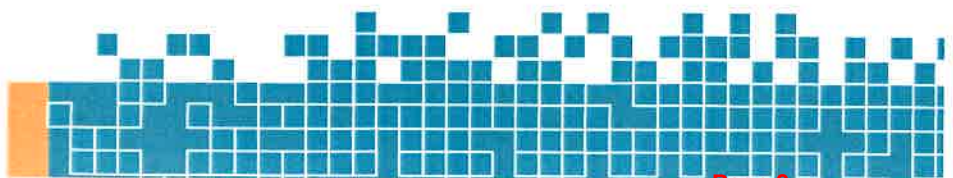
Thank you for sharing the plans for the camping opportunity you and Sarah are working on at Fitzgerald Mountain. Having lived and worked in Springdale and NWA for over 40 years and having been directly involved in the development of the trails and biking expansion in the region, I continue to be amazed at the economic impact it is having on our cities. It is great to see Springdale and its residents beginning to get a share of that benefit.

Projects like Fitzgerald Mountain Camp, combined with the many other great things happening in Springdale, will continue to fuel that economic growth and I support your efforts!

Sincerely,



Buddy D. Philpot



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
LINDSEY CORREA IS DEFENDANT (PROJECT NO.
18BPS12, TRACT 23).**

WHEREAS, the City of Springdale has filed a lawsuit against Lindsey Correa to condemn property for the Har-Ber Avenue Extension Project (48th St. to Gutensohn St.)(Project No. 18BPS12, Tract 23);

WHEREAS, the City of Springdale deposited the sum of \$445,000.00 into the Registry of the Court as estimated just compensation for the full taking of the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$550,000.00 to acquire the lands needed for the project, said amount being based on an appraisal conducted on behalf of the property owner;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$105,000.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Lindsey Correa condemnation lawsuit for the total sum of \$550,000.00, with the additional \$105,000.00 to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Appraisal Report

City of Springdale v Lindsey Correa
Washington County Circuit Court: Case #72CV-20-2265
111 S 48th St., Springdale, AR 72762
December 18, 2020

Presented To:

Steve Lisle
Lisle Rutledge, P.A.
1458 Plaza Place
Springdale, AR 72764

Presented By:

The Real Estate Consultants
118 N. East Avenue
Fayetteville, AR 72701

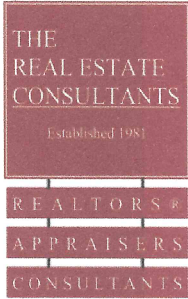
Prepared By:

Mark E. Risk, GAA
AR State Certified General Appraiser #CG0202

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File # 20-0108

Transmittal Letter



Date: February 26, 2021

To: Mr. Steve Lisle
1458 Plaza Place
Springdale, AR 72764

Re: *City of Springdale, Arkansas vs. Lindsey Correa*
Washington County Circuit No. 72CV-20-2265

Dear Mr. Lisle:

Per your request, I hereby certify I conducted a survey of matters pertinent to developing an opinion of the **Market Value and Just Compensation** resulting from the proposed acquisition of the subject property takings by the City of Springdale. You are the client and intended user. This report is prepared for your exclusive benefit and may not be relied upon by any other party. Any other party relying on information contained in this document, without express permission, does so at their own risk.

I also certify this appraisal report conforms to Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. The following pages contain data gathered during my investigation, showing the appraisal process in detail with conclusions rendered. Please note this report is subject to stated Assumptions & Limiting Conditions, including any applied Extraordinary Assumptions &/or Hypothetical Conditions.

My primary emphasis was to determine the following:

- Estimate the market value of the subject property as of the effective date of the appraisal.

In the following sections, I analyze relevant facts and apply appropriate appraisal processes to the subject property. After a thorough analysis an opinion of value can be made. Therefore, it is my considered opinion that the Just Compensation due to the property owner as a result of the property taking by the City of Springdale, – **as of the Effective Date of December 18, 2020** and subject to referenced assumptions and conditions – is as follows:

Five Hundred Seventy Thousand Dollars
\$570,000

Respectfully submitted,

The block contains a handwritten signature in blue ink that reads 'Mark E. Risk'. To the right of the signature is a circular official seal. The seal has a double border. The outer border contains the text 'STATE OF ARKANSAS' at the top and 'MARK E. RISK' at the bottom. The inner circle contains the text 'STATE CERTIFIED GENERAL' and 'No. CG0202'.

Mark E. Risk, GAA
AR State Certified General Appraiser #CG0202
The Real Estate Consultants, Inc.

Springdale v. Lindsey Correa (Washington Co. 72CV-20-2265)

Property Address: 111 S. 48th St. Springdale

Project: #18BPS12

SETTLEMENT OFFER

The following information is provided for settlement purposes only.

Background:

This case is virtually identical to the Kilpatrick case that involved a complete homesite taking of a nearby property for the same project. The City took a 1,580-sf home and 4.8 acres owned by Lindsey Correa. Ms. Correa was raised in this house by a single mother with her two siblings. The Correa family owned the home for 17 years and Lindsey had hoped to raise her own family there someday. Her house was taken at a time of unprecedented rapid appreciation in the local real estate market.

At the time of the taking, there were very few residences listed for sale. This remains the state of the local market at the present time. The homes that were for sale would sell within days or hours of listing and often sold at above the seller's asking price and more than appraised value. The Correas were not able to find a similar-sized replacement house with property that they could afford for the \$445,000.00 tendered as just compensation by the City. They purchased a two-bedroom house on a small acreage on a gravel road outside of the city limits.

Unlike most eminent domain projects that result in the taking of a primary residence, this project does not qualify for any relocation assistance. Due to the hardship imposed on homeowners like Ms. Correa in cases like this, all federal, and many state, projects require the condemning authority to provide the homeowner with relocation assistance. This requirement recognizes that

a homeowner suffers financial damages from moving costs and the forced purchase of a replacement home within a short period of time. Displaced homeowners have no choice but to purchase a home that happens to be currently on the market, and they have little time to negotiate. Ms. Correa did not have the opportunity to take advantage of the rising market by offering her home for sale. If not for the forced taking of her home, she would have been able to sell her property at above appraised value. Instead, she was paid a lower than market price and forced to enter the market as a buyer when replacement homes were selling at rapidly increasing prices above appraised values.

Appraisals:

The Reed & Associates appraisers determined that the property was well-suited for future commercial development. They appraised the property at \$445,000.00. It is important to note that their appraisal was completed on May 21, 2020, before the taking and before the unprecedented appreciation in local real estate values had reached its highest levels. The exposure times of the comparable sales used, which occurred years prior to taking, were much longer than those seen in the current market. If they update their appraisal for trial, it is almost certain that their opinion of just compensation will significantly increase.

Mark Risk was retained to prepare an appraisal report. Mr. Risk is a Certified General Appraiser and Licensed Principal Real Estate Broker. He is a principal at The Real Estate Consultants, Inc. Mr. Risk has worked as an appraiser in Northwest Arkansas since 1979 and continues to instruct classes in appraisal courses at the University of Arkansas where he has taught since 1981. He has also served on the Arkansas Appraisers' Licensing and Certification Board. He has performed appraisal services for dozens of banks, mortgage companies, developers, and relocation services. He has also provided appraisal services for many municipalities and governmental agencies, including the City of Springdale.

Mr. Risk used both a cost approach and a market value approach to determine the value of the property. His reconciled valuation determined the just compensation to be **\$570,000.00**.

Homeowners' Testimony:

The Correa family looked at many similar properties in their efforts to relocate. Their experience in the real estate market provides them with ample support to value their property. They could not find a home with acreage that was similar in size to theirs at any price close to the \$445,000.00 in compensation paid by the City. They will testify, based on genuine market conditions and their personal experiences, that their property was worth more than \$600,000.00 at the time of taking.

Potential Trial Outcome:

This is an unusual case in which a jury is likely to give substantial weight to the testimony of the landowners. Both appraisals were backward-looking, meaning they were based on historical data of prior sales. Those sales did not reflect the actual market conditions that faced the Correas. It is foreseeable that the jury will award the Correas more than \$600,000.00. In recent cases we have seen that juries are willing to consider an award higher than that offered by the landowners' appraiser, and this case will give the jury strong support for doing so. A judgment in that amount would result in an additional payment of \$125,000.00 plus pre-judgment interest and "the costs occasioned by the assessment" (under Ark. Code Ann. §18-15-303(c)) which would be at least \$3,000.00 but could be more as determined by the Court. The total judgment would be more than **\$170,000.00**.

If the jury is not persuaded by the Correas' testimony, it is more likely to award damages at the valuation provided by Mr. Risk than that offered to date by the City. A judgment of the full assessed damages provided by Mr. Risk of \$570,000.00 would result in an additional payment of

\$125,000.00 plus pre-judgment interest and the cost of the appraisal. The total additional compensation owed would be around **\$140,000.00**.

For settlement purposes only, my clients have authorized me to accept settlement of their damages, including severance damages, pre-judgment interest, and the costs of assessment at \$550,000.00. The City has previously tendered \$445,000.00 of the \$550,000.00. The total additional compensation for settlement would be **\$105,000.00**.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN UPDATE TO THE
2015 DOWNTOWN MASTER PLAN, ACCEPTANCE OF
GRANT FUNDS TO SUPPORT THE UPDATE AND
AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A CONTRACT FOR CONSULTANT
SERVICES WITH H3 STUDIO AND A MEMORANDUM
WITH THE DOWNTOWN SPRINGDALE ALLIANCE PUBLIC
OUTREACH AND INVOLVEMENT**

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

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

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

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

WHEREAS, by providing visionary and implementable solutions that are market-based, community supported Downtown Springdale will be positioned for continued success, and

WHEREAS, the Plan update will include robust and comprehensive public outreach and engagement activities conducted through an agreement with the Downtown Springdale Alliance that will, over the course of several months, effectively assess the knowledge and expertise of the residents, stakeholders and visitors to the downtown to enhance the vision, and

WHEREAS, the firm of H3 Studio, Inc. provided professional services needed for the preparation and adoption of the 2015 Downtown Master Plan and it is the desire of the City use their historical knowledge and perspective on downtown Springdale to enter to a contract for the update, and

WHEREAS, the Walton Family Foundation and the Tyson Family Foundation supports the City's desire to update the Downtown Master Plan and have approved funding assistance through grants to assist the City's efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGDALE DOWNTOWN ALLIANCE, that

1. The Mayor and City Clerk are hereby authorized accept a \$63,000 grant from the Walton Family Foundation for the development of an update to the 2015 Downtown Springdale Master Plan.
2. The Mayor and City Clerk are hereby authorized accept a \$33,000 grant from the Tyson Family Foundation for the development of an update to the 2015 Downtown Springdale Master Plan.

3. That funding in the amount of \$34,000 is made available through the City's General Operating Fund to match grant funds outlined above making the total cost of the 2022 update to the Downtown Master Plan be set at \$130,000.
4. The Mayor and City Clerk are hereby authorized to finalize negotiations and enter into an agreement with H3 Studio for the 2022 update of the Downtown Master Plan in an amount not to exceed \$100,000
5. The Mayor and City Clerk are hereby authorized to enter into a memorandum of understanding with the Downtown Springdale Alliance for the implementation of robust and comprehensive public outreach and engagement activities in an amount not to exceed \$30,000.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

to develop

**2022 UPDATED DOWNTOWN SPRINGDALE
MASTER PLAN**

For

**THE CITY OF SPRINGDALE & DOWNTOWN
SPRINGDALE ALLIANCE, ARKANSAS**

September 30, 2021

**H3 Studio, Inc.
4395 Laclede Avenue
St. Louis, MO 63108**

PROFESSIONAL SERVICES AGREEMENT
between the
THE CITY OF SPRINGDALE, ARKANSAS
and
H3 STUDIO, INC.

This PROFESSIONAL SERVICES AGREEMENT ("Agreement" or "Contract") is made this _____ day of _____, 2021, by and between the CITY OF SPRINGDALE, ARKANSAS, a Municipal Corporation ("Client") and H3 STUDIO INC., a Missouri Corporation, (Federal ID No. 43-1864805) ("H3 Studio" and/or "Consultant"; together the "parties").

As provided in this Contract on behalf of the City of Springdale, Arkansas, H3 Studio Inc. will provide professional services necessary for the creation of an 2022 UPDATED DOWNTOWN SPRINGDALE MASTER PLAN ("the Project").

The Client and Consultant, for mutual consideration, the sufficiency of which is acknowledged, and under the terms and conditions hereinafter set forth, do agree as follows:

SECTION 1. SCOPE OF SERVICES TO BE PERFORMED

Upon request of the Client, the Consultant agrees to provide professional planning and other services required to develop substantial update to the 2015 Downtown Springdale Master Plan for the City of Springdale, AR. The services provided by the Consultant under this contract shall consist of only those matters detailed in this contract or requested in writing by and through Patsy Christie, Director of Planning & Community Development, acting on behalf of the Client as the Clients Representative.

H3 Studio Inc. will provide the "Basic Services" described in the attached SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES. The Basic Services will be provided in four (4) Task Groups as identified in SCHEDULE I. Each Phase will be approved and accepted by the Project Manager, in writing, upon completion of such Task Groups.

The Basic Services authorized by the Client shall be paid for by Client as provided below.

SECTION 2. PROJECT MANAGEMENT AND SCHEDULE

The services of the consultant are to commence two (2) weeks after receipt of the signed contract and/or after the provision of the necessary information to create the base maps whichever is later, and shall be for the duration of the project, based upon the project schedule to be developed by mutual consent. The actual and agreed upon detailed project schedule will be confirmed by the Client Representative at the Client / Project Team Kick-off Meeting.

The term of the Contract shall be one (1) year, or upon completion of the project, whichever is first. The project shall be deemed complete when the Client has accepted all work products and has paid in full the Consultant's final. Extensions to this Contract may be provided by mutual written consent by the parties.

SECTION 3. COMPENSATION

(a) The work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES will be completed for the lump sum of \$100,000.00 (One-hundred thousand Dollars and no Cents) for Labor and Direct Expenses.

(b) For the work outlined in the SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES the Client will pay and the Consultant agrees to accept payments on a monthly basis upon submittal of necessary and approved invoices by the client's project manager.

(c) Work products and deliverables prepared according to SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES shall be provided to the Client in electronic format only. (*.pdf and *.docx, or another appropriate file format).

(d) "Direct Expenses" shall include actual expenditures made by H3 Studio Inc. for items required by the work outlined in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES and may include expenses such as the following:

(i) Printing, plotting, and copying of drawings, reports, and other documents prepared in connection with the services of H3 Studio Inc. under this Contract;

And

(ii) Travel, and related expenses incurred to execute the services of H3 Studio under this Contract.

SECTION 4. METHOD OF PAYMENT

- (a) Invoices shall be submitted by H3 Studio based upon Phase of work completed, or portion of Phase of work completed, as detailed in SCHEDULE II: FEE SCHEDULE. H3 Studio shall submit no more than one (1) invoice per calendar month.
- (b) Client shall notify H3 Studio Inc., in writing, of any and all objections, if any, to an invoice within ten (10) days of receipt of the date of invoice. Otherwise, the Client shall deem the invoice proper and acceptable. Amounts indicated on invoices are due and payable within thirty (30) days of receipt.
- (c) Following completion of all contracted services, H3 Studio shall submit a final invoice for all remaining fees, as detailed in SCHEDULE II: FEE SCHEDULE, not yet invoiced. The final invoice shall be clearly marked "FINAL INVOICE".

SECTION 5. CLIENT'S RESPONSIBILITY

- (a) The Client agrees to provide full, reliable information regarding the requirements for the Project and, at its expense, shall furnish the information, surveys, and reports, as necessary.
- (b) The Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the Client for the performance of H3 Studio's work.
- (c) The Client shall designate a Project Representative authorized to act on behalf of the Client with respect to this Contract and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of H3 Studio Inc.'s work.
- (d) The Client agrees to arrange all necessary client, stakeholder, advisory and community meetings and venues as detailed in SCHEDULE II: SCOPE OF PROFESSIONAL SERVICES, and complete all necessary duplication of documents and other materials for client, stakeholder, advisory and community meetings as well as all reports and other materials necessary for the project beyond that which is stipulated in SCHEDULE I: SCOPE OF PROFESSIONAL SERVICES.

SECTION 6. TERMINATION

Either Client or H3 Studio Inc. may terminate this Contract by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination unless for cause, the Client shall pay H3 Studio Inc. for Services and Reimbursable Expenses performed or incurred prior to the termination. No party shall have a claim of damages for loss of profit in the event of termination hereunder. Neither party shall be relieved of liability for damages sustained as a result of breach of this

Contract. The right to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

SECTION 7. DISPUTE RESOLUTION

The parties of this Contract support and shall use alternative dispute resolution as the preferred method for resolving conflicts arising in connection with this Contract in accordance with the parameters set forth in this paragraph. The parties hereto agree that any and all claims, controversies or disputes arising from or related to this Contract, including, but not limited to those claims, controversies or disputes pertaining to the formation, construction, performance, applicability, interpretation, enforceability or breach of this Contract or any assertion that all or part of this Contract is void or voidable, shall be settled by mediation and, if necessary, binding arbitration, as set forth herein. The parties agree that, as a pre-condition to binding arbitration, the parties shall be required to mediate, in good faith, but on a non-binding basis, the issue or issues through the use of an agreed upon lawyer mediator.

If the parties are unable to resolve the issue or issues through mediation, the parties agree to proceed with binding arbitration. The parties shall agree whether to engage a one person or a 3-person arbitration panel and shall agree upon the identity of the arbitrator(s). If the parties cannot agree on the identity of the arbitrator(s), the rules of the American Arbitration Association shall be followed for the appointment of arbitrator(s). For purposes of arbitration, the laws of the State of Arkansas shall apply and the venue for both mediation and any arbitration shall be the City of Springdale, Arkansas.

If all the parties to a dispute agree in writing to submit their dispute to any forum for arbitration, conciliation, or mediation, then no person who serves as arbitrator, conciliator, or mediator, nor any agent or employee of that person, shall be subpoenaed or otherwise compelled to disclose any matter disclosed in the process of setting up or conducting the arbitration, conciliation, or mediation.

SECTION 8. WORK PRODUCTS

Any documentation prepared or provided by H3 Studio Inc. hereunder shall be the property of the Client and are prepared for this Project only, but may be used by H3 Studio Inc. for purposes of illustrating the scope and nature of project involvement to others. H3 Studio Inc. shall provide Client with a reproducible electronic set of work products for its records. H3 Studio Inc. will not be held liable or responsible on any account by the client, if the client uses said documentation for projects outside of this project as defined by this contract.

SECTION 9. LIMITATION OF LIABILITY

Client agrees that H3 Studio Inc.'s liability for damage on account of any act, error, omission or other professional negligence to the Client shall be limited to the amount paid by Client hereunder for H3 Studio Inc.'s fees for Basic Services.

SECTION 10. NOTICE

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Client:	City of Springdale Attention: Patsy Christie, Director Planning & Community Development 201 Spring Street Springdale, AR 72764 [p] (479) 750-8588 [e] pchristie@springdalear.gov
If to the Consultant:	H3 Studio Inc. Attention: John Hoal, Ph.D.; Founding Principal 4395 Laclede Avenue St. Louis, MO 63108 [p] (314) 531-8000 [e] hoal@h3studio.com

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

SECTION 11. INSURANCE REQUIREMENTS

Consultant shall maintain the following levels of insurance for the duration of the Agreement:

- (a) General Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and \$2,000,000.00 (Two million Dollars and no Cents) in aggregate
- (b) Professional Liability with minimum of limits of \$1,000,000.00 (One million Dollars and no Cents) per occurrence and annual aggregate

- (c) Worker's Compensation with minimum limits as required by Missouri Law

SECTION 12. INDEPENDENT CONTRACTOR

It is expressly agreed that Consultant is acting as an independent contractor with regard to the activities and services specified herein. The Client shall carry no workers' compensation insurance, health, and/or accident insurance to cover Consultant for any type of loss which might result to Consultant in connection with the performance of the activities and services set forth in this Contract. The Client shall not pay any contribution to Social Security, unemployment insurance, federal or state withholdings taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Consultant is not an employee of the Client.

SECTION 13. MISCELLANEOUS

- (a) Client and H3 Studio Inc. each bind itself and its successors to this Contract. Neither Client nor H3 Studio Inc. shall assign or transfer its interest in this Contract without the written consent of the other.
- (b) This Professional Services Contract constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written agreement or representation other than as contained herein.
- (c) This Professional Services Contract may be modified or changed only by a written amendment that is signed by both the Client and H3 Studio Inc.
- (d) The laws of the State of Arkansas shall govern the interpretation and enforcement of this Professional Services Contract.
- (e) Any individual who signs this Professional Services Contract on behalf of Client or H3 Studio Inc., represents, promises, and guarantees, that he or she is fully authorized to execute this Contract on behalf of his, or her employer or company.
- (f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

(SIGNATURE PAGE FOLLOWS)

In witness whereof, the parties hereto have caused this Contract for Professional Services to be executed as of the day and year first above written.

ATTEST: _____

Client: City of Springdale, Arkansas

Address: 201 Spring Street
Springdale, AR 72764

By: _____
(Name/Title)

Date: _____

Consultant: H3 Studio, Inc.

Address: 4395 Laclede Avenue
St. Louis, MO 63108

By: _____
(Name/Title)

Date: _____

SCHEDULE 1

SCOPE OF PROFESSIONAL SERVICES

Objective of the Scope of Professional Services

The objective of this Scope of Professional Services is to conduct in partnership with the City of Springdale and The Downtown Springdale Alliance an analysis and public review of the successes of the 2015 Downtown Springdale Master Plan and document outstanding items and changed conditions as a basis for providing an update to the plan.

The Study Area

The study area for the plan will be from Huntsville Avenue in the north to Quandt Avenue and Caudle Avenue in the south, and from Thompson Street (US 71-B) in the west to Old Missouri Road (Arkansas Highway 265) in the east. The Plan shall also take into account a context area of approximately two (2) city blocks immediately beyond the boundaries of the study area as well as the impact of airport.

Summary Scope of Services

The following represents the entire scope of services proposed for the 2020 UPDATED DOWNTOWN MASTER PLAN within the City of Springdale, Arkansas. The proposed scope of professional services will provide the Client a plan for the Downtown study area that can be endorsed by the Downtown Springdale Alliance and approved by the City of Springdale.

This work plan consists of the following four (4) sequential phases, with the anticipation that all phases are to be completed within an nine (9) month time period. The time period will commence immediately after receipt of the information in order to complete the base map or within two weeks of the receipt of the signed contract whichever is later.

The work plan encompasses Basic Tasks that are included in the overall Fee Proposal, as outlined below.

- | | |
|-----------------|---|
| Phase 1: | PROJECT ON-BOARDING & DATA COLLECTION & BASE MAP UPDATE |
| Phase 2: | COMMUNITY REVIEW OF THE 2015 DOWNTOWN MASTER PLAN & UPDATE ON COMPLETED AND CURRENT PROJECTS |
| Phase 3: | DRAFT UPDATED DOWNTOWN MASTER PLAN |
| Phase 4: | FINAL DRAFT UPDATED DOWNTOWN MASTER PLAN & IMPLEMENTATION PRIORITIES |

PHASE 1.0: PROJECT ON-BOARDING & DATA COLLECTION & BASE MAP UPDATE

This phase consists of assembling the necessary information to update the downtown masterplan area base information with all completed, current and proposed plans, projects and policies; confirmation of the project boundaries; determination of any needed additional analysis; and overall project management coordination. This phase of work, to be conducted consists of the basic following tasks:

TASK 1.1: ON-BOARDING CLIENT MEETING (via ZOOM)

The purpose of this task is for H3 Studio to meet with the Client to review and refine the Scope of Services (if necessary); finalize the project schedule and milestones; confirm Steering Committee, stakeholder and public engagement and other outreach activities; confirm the project boundaries; coordinate data transmission; and discuss the recently completed, current and proposed plans, projects and policies.

In addition, H3 Studio will coordinate with the Client Group the transmittal of all necessary base information data, including but not limited to:

- City of Springdale Comprehensive Plan
- City of Springdale adjacent Neighborhood Plans
- Current Major Streets Plan
- Other relevant plans and studies
- City of Springdale GIS information
- City of Springdale Downtown Infrastructure Needs & Plans
- City of Springdale Downtown Traffic Counts & Transportation Plans
- City of Springdale Census, Demographic and Property Ownership information
- Current Regional and Local Economic, Market and Workforce Housing Reports & Plans
- List of and information for recently completed current and proposed plans, projects and policies.

Deliverable: Kick-Off Meeting Minutes (PDF).

TASK 1.2: UPDATED DATA TRANSMISSION

The Client Group will provide the Project Team with all updated downtown base information and background information for the Project including but not limited to: parcel lines, street centerlines, curb lines, sidewalks, building & structure footprints, vegetation, topography, city blocks, zoning & land use, ownership, drainage ways, trails, overhead utilities, historic districts & structures, special districts, relevant building and municipal codes, building permits, crime and economic data, previous plans and reports, etc. All relevant information should be provided to the Consultant in digital formats such as GIS shape files, AutoCAD, PDF, or WORD format.

The Client Group will also provide the Project Team with a list of all key stakeholders, such as key business & property owners, downtown and city-wide business organizations, special use or business districts, downtown and project area specific residents, university representatives, key City leaders and members of the public-at-large, as well as an extended list of stakeholders more reflective of the entire Downtown Springdale.

Deliverable: Data Transmittal Inventory Memo (PDF).

TASK 1.3: CREATE *DRAFT* UPDATED DOWNTOWN AND CONTEXT BASE MAPS

In this Task, H3 Studio will develop an updated draft illustrative project base map. Base maps shall be developed using aerial imagery and available GIS/AUTOCAD data (TASK 1.2) and other public agencies and verified through on-site verification and field surveys conducted in a subsequent task.

Deliverable: Electronic copies of Draft Project Base Maps (PDF).

TASK 1.4: ONLINE RESIDENT & BUSINESS SURVEY

The H3 Studio Team will prepare a resident and business survey in coordination with the Client Group and administered online and (as needed) on paper for a designated number of weeks by the Downtown Springdale Alliance. It is anticipated that a Resident Survey will be prepared with questions that focus on current resident satisfaction, issues and ideas as it relates to the downtown, and future desires and aspirations for the community; and a Business Survey with questions that focus on the experience of owning and operating a business in the City of Springdale, and issues and ideas for the community that would make their business more successful. Demographic data will be collected to understand the audience that responded to ensure we are hearing from a representative cross-section of the community (residents and types of business owners and operators). Downtown Springdale Alliance will compile the information into a summary document and that will be utilized during the planning process.

Deliverable: Summary Survey Report from the Downtown Springdale Alliance (PDF/Word)

TASK 1.5: VISITOR INTERCEPT SURVEY

The H3 Studio Team will prepare a visitor intercept survey in coordination with the Client Group and administered by the Downtown Springdale Alliance at key festivals and events, and available at all public buildings and businesses in the downtown. Downtown Springdale Alliance will compile the information into a summary document and that will be utilized during the planning process.

Deliverable: Summary Survey Report from the Downtown Springdale Alliance (PDF/Word)

TASK 1.6: PROJECT TEAM SITE VISIT #1

This Task will be a single two (2) day event organized by the Client Group and executed by the Consultant.

TASK 1.6.1: INITIAL ON-SITE CLIENT MEETING

The Consultant will meet with the Client Group to confirm on-site schedule, review the updated draft illustrative project base map and discuss drafts of the On-Line Business & Resident Survey, and Visitor Intercept Survey as well as the Communications Strategy inclusive of the project branding, web site, social media, meeting notifications and venues all to be conducted by others.

Deliverable: Meeting Minutes (PDF).

TASK 1.6.2: FIELD SURVEYS & ON-SITE CONFIRMATION

The Consultant will conduct a series of field surveys and visual inspections to update and verify the existing conditions and retrieve additional information about the study area, as necessary. This information includes but is not limited to: existing building typologies and frontage types, street and sidewalk configurations, on-street and off-street parking, study area character imagery, existing and proposed building height and typical bulk configurations, existing setbacks, building condition, building occupancy, building materiality, and building transparency.

Deliverable: Updated Base Map and List of Key Successes and Issues (PDF).

TASK 1.6.3: DOWNTOWN FORM-BASED CODE REVIEW WORKSHOP#1

The Consultant will meet with the Client Group and necessary city officials to review and discuss the Form-Based Code and the potential of an expanded geographical area of impact.

Deliverable: Meeting Minutes (PDF).

TASK 1.7: ONGOING PROJECT MANAGEMENT MEETINGS

H3 Studio Project Manager will conduct monthly project management conference calls with the City of Springdale throughout the course of the project. Meetings are anticipated to last approx. one (1) hour and will be scheduled at a time that is mutually convenient to both the Consultant and the Client.

Deliverable: Meeting Minutes (PDF).

PHASE 2.0: COMMUNITY REVIEW OF THE SUCCESS OF THE 2015 DOWNTOWN MASTER PLAN & UPDATE ON COMPLETED AND CURRENT PROJECTS

This phase consists of initiating a community discussion and review on the successes and challenges from the 2015 Downtown Master Plan and an update on the current projects. Based upon this community review and the field surveys the consultant will develop a list of Consensus Issues, Opportunities, Ideas and Aspirations for the Downtown Master Plan update. This phase of work, to be conducted consists of the basic following tasks:

TASK 2.1: DEVELOP DRAFT 2015 DOWNTOWN MASTERPLAN REVIEW PRESENTATION

In this Task, H3 Studio will develop a presentation and workboards summarizing the accomplishments and outstanding items of the 2015 Downtown Master Plan and current downtown projects for use in facilitating on-site Steering Committee, stakeholder and community work sessions. The presentation will focus on the Revitalization Framework Plan and Urban Design Plan as well as the Downtown Systems and Programs.

Deliverable: Draft presentation and workboards for review by Client Team (PDF).

TASK 2.2 DOWNTOWN FUTURE TRENDS PRESENTATION

H3 Studio will develop a presentation of key national and local regional and downtown trends that are likely to impact the City of Springdale over the next 5-10 years. This analysis will consider a variety of downtown trends ranging from retail, housing, industry, transportation and mobility, and technology as they relate to downtown redevelopment such as the sharing economy (including transportation sharing), retail shifts due to ecommerce, smart neighborhoods, community health and well-being, micro-mobility, autonomous vehicles, and others to be explored as relevant to Springdale.

Deliverables: Downtown Future Trends Presentation

TASK 2.3: CLIENT MEETING (via ZOOM)

The purpose of this task is for H3 Studio to meet with the Client to review the draft presentation and workboards for the 2015 Downtown Master Plan Review presentation, and to discuss and coordinate the detailed schedule for Site Visit #2.

Deliverable: Meeting Minutes (PDF).

TASK 2.4: COMMUNITY REVIEW OF 2015 DOWNTOWN MASTER PLAN & COMPLETED AND CURRENT PROJECTS UPDATE (SITE-VISIT #2)

The Task is the first of a series of key on-site community engagement events which are designed to elicit maximum input from all those vested in the project's future. This Task will be a single three (3) day event organized by the Client Group and executed by the Consultant. This Task includes the basic following Sub-Tasks:

TASK 2.4.1: INITIAL ON-SITE CLIENT MEETING

The Consultant will meet with the Client Group to confirm on-site schedule and venues, the Steering Committee members and roles and responsibilities; confirm Stakeholder interviews; and complete a list of all outstanding information required, as well as articulate any ideas or concerns.

Deliverable: Meeting Minutes (PDF).

TASK 2.4.2: STAKEHOLDER INTERVIEWS

The Consultant will conduct a series of personal, one-on-one confidential or thematic focus group interviews. All stakeholder interviews will be conducted within a two (2) day period. The following list will be refined with the Client during the first On-Boarding meeting but will include up to 10 meetings as following:

- Design Team for the Jones Center Master Plan
 - Design Team for Luther George Park
 - Springdale Municipal Airport
 - Arts Center of the Ozarks
 - Tysons Foundation
 - Tysons Downtown Headquarters
 - City Engineers Departments & Utilities Companies
 - Elected officials and Boards as necessary
- (note: final list will be determined together with client team)*

Deliverable: Meeting Minutes (PDF).

TASK 2.4.3: DOWNTOWN FORM-BASED CODE REVIEW WORKSHOP#2

The Consultant will meet with the Client Group and necessary city officials to review proposed amendments to the Form-Based Code and suggestions for the potential expanded geographical area of impact. Based upon this workshop H3 Studio will prepare the final amendments and submit to the City.

Deliverable: Meeting Minutes (PDF).

***TASK 2.4.4: MASTER PLAN ADVISORY COMMITTEE: MEETING #1
REVIEW CURRENT MASTER PLAN & COMPLETED & CURRENT PROJECTS***

The Consultant will meet with the assembled project Advisory Committee to present a preview of the updated ppt. presentation of the Current Master Plan and completed and current projects and facilitate a discussion as to current challenges, opportunities, ideas and aspirations for the 2015 Downtown Master Plan update.

Deliverable: Meeting Presentation and List of issues, opportunities, ideas and aspirations (PDF).

TASK 2.4.5: COMMUNITY-WIDE PUBLIC MEETINGS: MEETING, ROUND #1

The Consultant will facilitate two (2) separate Community-wide meetings on consecutive evenings, which will review the successes of the 2015 Downtown Master Plan as well as the completed and current projects. A facilitated discussion will develop a list of current challenges, opportunities, ideas and aspirations that will form the basis for potential amendments to the 2015 Downtown Master Plan update. Both consecutive Round #1 meetings will cover the same content and materials.

Deliverable: Meeting Presentation and list of issues, opportunities, ideas and aspirations, and feedback on potential amendments (PDF).

TASK 2.4.6: EXIT CLIENT MEETING

The Consultant will meet with the Client Group to review the results of the site visit and confirm the work plan for the next phase.

Deliverable: Meeting Minutes (PDF).

TASK 2.5: CONSENSUS ISSUES, OPPORTUNITIES, IDEAS & ASPIRATIONS REPORT & CLIENT REVIEW MEETING

The Consultant will compile all information retrieved during site visit #1 into a comprehensive consensus list of issues, opportunities and ideas for discussion and agreement by the client group at a client meeting via zoom. Phase 3 work will be based upon this consensus list of issues, opportunities, ideas and aspirations.

Deliverable: List of Consensus issues, opportunities, ideas and aspirations (PDF).

PHASE 3.0: DRAFT UPDATED DOWNTOWN MASTER PLAN

This phase consists of the continuing the community discussion focused on a draft of the 2022 UPDATED DOWNTOWN PLAN inclusive of the Revitalization Framework Plan, the Urban Design Plan, the downtown systems and programs and detailed areas of study, all of which will be developed in response to the consensus issues, opportunities, ideas and aspirations from Phase 2. This phase of work consists of the following tasks:

TASK 3.1: DEVELOP PRELIMINARY AMENDMENTS TO THE DOWNTOWN REVITALIZATION FRAMEWORK PLAN & DOWNTOWN SYSTEMS AND PROGRAMS

In this Task, H3 Studio will develop preliminary amendments to the Revitalization Framework Plan (vision statement and Downtown Revitalization Principles) and the downtown-wide systems and programs (housing; mobility & circulation; health and safety; public space & urban character; economic development & prosperity; food; energy, air & water quality, & landscape; arts, culture & education; waste, recycling & composting; empowerment, equity & diversity) in response to the consensus issues, opportunities, ideas and aspirations for presentation, discussion, and review with the client group.

Deliverable: Preliminary Updated Downtown Plan Options (PDF).

TASK 3.2: CLIENT MEETING (via ZOOM)

The purpose of this task is for H3 Studio to meet with the Client to review the preliminary downtown-wide system and program options presentation and to discuss the location of the detail area plans.

Deliverable: Meeting Minutes (PDF).

TASK 3.3: DEVELOP PRELIMINARY AMENDMENTS TO THE DOWNTOWN MASTERPLAN AND AREA DETAIL PLAN OPTIONS

In response to the client group feedback above, H3 Studio will develop preliminary amendments to the Downtown Masterplan and Area Detail Plans for use during site visit #2. The detail areas will include a site plan, cross-section drawing, and perspective image.

Deliverable: Draft Updated Downtown Plan presentation and workboard (PDF).

TASK 3.4: CLIENT MEETING (via ZOOM)

The purpose of this task is for H3 Studio to meet with the Client to review the preliminary downtown masterplan and area detail plan options as well as to coordinate the detailed schedule for Site Visit #3.

Deliverable: Meeting Minutes (PDF).

TASK 3.5: DEVELOP DRAFT UPDATED DOWNTOWN MASTERPLAN: REVITALIZATION FRAMEWORK PLAN, THE DOWNTOWN SYSTEMS & PROGRAMS, AND AREA DETAIL PLANS

In response to the client group feedback, H3 Studio will develop a presentation and workboards for the Draft Updated Downtown Plan inclusive of the downtown-wide systems and programs, and three (3) detail area plans for use during site visit #2. The detail areas will include a site plan, cross-section drawing, and perspective image.

Deliverable: Draft Updated Downtown Plan presentation and workboard (PDF).

TASK 3.6: COMMUNITY REVIEW OF THE DRAFT UPDATED DOWNTOWN MASTER PLAN: REVITALIZATION FRAMEWORK PLAN, THE DOWNTOWN SYSTEMS & PROGRAMS, AND AREA DETAIL PLAN OPTIONS (SITE-VISIT #3)

The Task is focused on community engagement events which are designed to receive Steering Committee, stakeholder, and community review and input on the Draft Updated Downtown Plan. This Task will be a single three (3) day on-site event organized by the client Group and executed by the Consultant. This Task includes the basic following Sub-Tasks:

TASK 3.6.1: INITIAL ON-SITE CLIENT MEETING

The Consultant will meet with the Client Group to share the Draft Updated Downtown Plan and confirm on-site schedule, meetings and venues.

Deliverable: Meeting Minutes (PDF).

TASK 3.6.2: STAKEHOLDER FEEDBACK MEETINGS

The Consultant will conduct a series of personal, one-on-one confidential feedback meetings and/or thematic focus group meetings with the individuals and groups from Task 2.4.2. The purpose of these meetings will be to discuss the relevant and thematic recommendations in detail with the stakeholders.

Deliverable: Meeting Minutes (PDF).

TASK 3.6.3: MASTER PLAN ADVISORY COMMITTEE: MEETING #2

The Consultant will meet with the project Advisory Committee to present and facilitate feedback comments on the Draft Updated Downtown Plan developed in response to the consensus issues, opportunities ideas and aspirations.

Deliverable: Meeting Presentation and Workboards (PDF).

TASK 3.6.4: COMMUNITY-WIDE PUBLIC MEETINGS: MEETING, ROUND #2

The Consultant will facilitate two (2) separate Community-wide meetings on consecutive evenings, which will review the Draft Updated Downtown Plan developed in response to the consensus issues, opportunities ideas and aspirations. Both consecutive Round #1 meetings will cover the same content and materials.

Deliverable: Meeting Presentation and Workboards (PDF).

TASK 3.6.5: GOVERNMENT LEADERS MEETINGS & CITY DEPARTMENTS FOCUS GROUPS

The Consultant will conduct a series of personal, one-on-one confidential feedback meetings with City Leaders and thematic focus group meetings with City Departments. The purpose of these meetings will be to discuss the Draft of the Updated Downtown Plan and the potential implementation priorities.

Deliverable: Meeting Minutes (PDF).

TASK 3.6.6: EXIT CLIENT MEETING

The Consultant will meet with the Client Group to review the results of the site visit and confirm the work plan for the next phase.

Deliverable: Meeting Minutes (PDF).

TASK 3.7: COMMUNITY FEEDBACK REPORT & CLIENT GROUP REVIEW MEETING

H3 Studio will document and summarize all feedback to date and prepare presentation for discussion with the Client Group at a client group meeting via zoom. Phase 4 work will be based upon the decisions made at this meeting.

Deliverable: meeting minutes (PDF).

PHASE 4.0: FINAL DRAFT of the 2020 UPDATED DOWNTOWN MASTER PLAN & IMPLEMENTATION PRIORITIES

This phase consists of finalizing the community discussion and review focused on the production of the FINAL DRAFT of the 2022 UPDATED DOWNTOWN PLAN inclusive of the Revitalization Framework Plan, the Urban Design Plan, the downtown systems and programs and detailed areas of study, all of which will be developed in response to the consensus issues, opportunities, ideas and aspirations from Phase 2 and the Community Feedback Report from Phase 3. Additionally, a community and governmental discussion on implementation priorities will be initiated. This phase of work consists of the following tasks:

TASK 4.1: FINAL DRAFT OF THE DOWNTOWN REVITALIZATION FRAMEWORK PLAN & DOWNTOWN SYSTEMS AND PROGRAMS

In this Task, H3 Studio will amend the previous draft to the Revitalization Framework Plan and the downtown-wide systems and programs in response to the Community Feedback Report and review with the client group.

Deliverable: Final Draft of the Revitalization Framework Plan and the downtown-wide systems and programs (PDF).

TASK 4.2: DEVELOP FINAL DRAFT OF URBAN DESIGN PLAN & AREA DETAIL PLANS

In response to all feedback to date, H3 Studio will amend the 2015 Urban Design Plan and amend the previous three (3) Area Detail Plans for review by the client group. The detail areas will include a site plan, cross-section drawing, and perspective image.

Deliverable: Final Draft of the Urban Design Plan and Area Details (PDF).

TASK 4.3: DEVELOP DRAFT IMPLEMENTATION PLAN

In response to all feedback to date, H3 Studio will develop a detailed Draft Implementation Plan inclusive of prioritized strategies, actions, benchmarks, funding sources and development partners for immediate short- and long-term action items as well as projected development timeframes for 0-5, 5-10-, and 10+ year horizons for discussion with the Client Group.

Deliverable: Draft Implementation Plan (PDF).

TASK 4.4: CLIENT GROUP MEETING (via ZOOM)

The purpose of this task is for H3 Studio to meet with the Client Group to review the Final Draft of all work products and to discuss the approach to facilitating the implementation priority discussion as well as to coordinate the detailed schedule for Site Visit #4.

Deliverable: Meeting Minutes (PDF).

TASK 4.5: INTERNAL DRAFT of FINAL REPORT for the UPDATED DOWNTOWN MASTER PLAN & IMPLEMENTATION PRIORITIES

In this Task, H3 Studio will amend and integrate the previous drafts in the above-mentioned tasks to create an Internal Draft of the Final Draft Updated Downtown Master Plan & Implementation Priorities Report for discussion and presentation at Site Visit #4.

Deliverable: Final Draft Updated Downtown Master Plan & Implementation Priorities Report (PDF).

TASK 4.6: REVIEW OF THE FINAL DRAFT OF THE UPDATED DOWNTOWN MASTER PLAN & IMPLEMENTATION PRIORITIES (SITE-VISIT #4)

The Task is focused on the Advisory Committee and Governmental review of the Final Draft of the Updated Downtown Plan. This Task will be a single two (2) day on-site event organized by the client Group and executed by the Consultant.

This Task includes the basic following Sub-Tasks:

TASK 4.6.1: INITIAL ON-SITE CLIENT MEETING

The Consultant will meet with the Client to share the Final Draft of the Updated Downtown Plan and confirm on-site schedule, meetings and venues.

Deliverable: Meeting Minutes (PDF).

TASK 4.6.2: MASTER PLAN ADVISORY COMMITTEE: MEETING #3

The Consultant will meet with the project Advisory Committee to present and facilitate feedback comments on the Final Draft of the Updated Downtown Plan and to initiate a discussion on implementation priorities.

Deliverable: Meeting Presentation and Workboards (PDF).

TASK 4.6.3: CITY OF SPRINGDALE MUNICIPAL REVIEW MEETING

The Consultant will meet with the City of Springdale Municipal Staff (Planning Department Public Works, and Parks & Youth Center) to present the Internal Draft of the 2021 Downtown Master Plan for review, comment and direction on the Draft document.

Deliverable: Meeting Minutes (PDF).

TASK 4.7: FINAL DRAFT DOWNTOWN MASTER PLAN DOCUMENT

The Consultant will revise and complete the final report for delivery to the Client Group in final document form including all necessary components, images, recommendations, and direction to date. This Final Draft will be ready for the City staff to take through the formal plan adoption process.

Deliverable: Final Draft Downtown Master Plan Document (PDF and In-Design editable version of the document).

Schedule II:

FEE SCHEDULE

FOR

THE CITY OF SPRINGDALE, AR

2022 UPDATED DOWNTOWN SPRINGDALE MASTER PLAN

PHASE 1: PROJECT ON-BOARDING & DATA COLLECTION & BASE MAP UPDATE	\$12,000.00
PHASE 2: COMMUNITY REVIEW OF THE 2015 DOWNTOWN MASTER PLAN	\$21,000.00
PHASE 3: DRAFT UPDATED DOWNTOWN MASTER PLAN	\$31,000.00
PHASE 4: FINAL DRAFT UPDATED DOWNTOWN MASTER PLAN & IMPLEMENTATION PRIORITIES	\$36,000.00
TOTAL CONTRACT FIXED FEE LUMP SUM:	\$100,000.00

Dina C. Wood, J.D.
505 W. Johnson Avenue
Springdale, Arkansas 72764
(479) 957-3197
dwood6590@gmail.com

September 2, 2021

Mayor Doug Sprouse and
Members of the Springdale City Council
201 Spring Street
Springdale, Arkansas 72764

Dear Mayor and Members of the City Council,

I am a Downtown Springdale resident (Ward 4) and serve as vice chair of the board of the Downtown Springdale Alliance. While I am relatively new to Downtown, I have lived in Springdale for 20 years and four generations of my family have done business here.

I first want to compliment city leaders for supporting the beautification of our historic Downtown. Your leadership has paved the way for investment, programming, and planning. The planning element is of paramount importance since it gives people like me and corporate and nonprofit organizations the confidence to invest in an area charted for sustained growth and vibrance.

For the past few weeks, members of the Downtown Springdale Alliance have had conversations about the great value of revising the Downtown Masterplan. Masterplans should be living guides that are updated every few years. Springdale's current plan dates back to 2015. Even though it was an ambitious vision, much has changed since its creation. It is time we take a careful look at the plan and make course improvements that support longer term growth.

I therefore ask you to fund the Springdale Planning Department request to **engage H3 consulting company to update the Downtown Springdale Masterplan**. Early estimates indicate that hiring H3 to manage the update process would require at least \$100,000. It will be worth every penny. A thoughtful update is a big job that will require significant input from Springdale elected leaders, residents, nonprofits, and investors. Based on previous experience, I trust H3 to develop an ambitious plan that guides decision making and investment for the next 5-10 years.

As in-coming chair of the board for the Downtown Springdale Alliance, I pledge that DSA will be actively engaged in helping city leaders and H3 gather meaningful input from the community so the \$100,000 consulting contract pays great dividends.

Thank you for your time and consideration.

Sincerely,



Dina C. Wood



Spectrum Holdings, LLLP



Shaw Holdings, LP

479-856-9992 shawguy@icloud.com 5453 Clear Creek Blvd Fayetteville, AR 72704-9336

August 16, 2021

Springdale City Council
201 Spring Street
Springdale, Arkansas 72764

Dear Council Members,

On behalf of our family's investment businesses, I would like to ask for your favorable consideration of continuing the planning approach you initiated in 2015 when you first funded the Downtown Masterplan. It is our understanding that you will be reviewing that planning process again in the near future.

The Shaw family has long been inclined to assist in the supporting of our local community. We think that the roadmap presented in the 2015 Downtown Masterplan provided a strong impetus to key strategic ideas and additionally helped build a broader consensus among several private investors to begin executing their own development plans. We are pleased to be among them. Our family's combined investment in Downtown Springdale now well exceeds \$2 million in the funding of renovated commercial buildings, apartments, and residential development in the Downtown Springdale area.

Consequently, we would like to encourage the Springdale City Council to further fund another initiative toward public/private investment in Downtown Springdale with a renewed investment of \$100,000. This should allow updated plans to better adapt to the current momentum now underway which is clearly making a difference in revitalizing our downtown community.

Thank you for your consideration in this matter.

Sincerely yours,

Dennis D. Shaw, General Partner

cc: D. Sprouse, Mayor P. Christy, Dir. of Planning



Springdale City Council,

I first want to thank each of you for your willingness to serve as City Council Members. I know your role takes a lot of time, effort, and, in many cases, a lot of criticism. Your role is so vital to the success of our city and I appreciate all you do.

I am writing you about the Downtown Springdale Master Plan, and I encourage you to support the spending of funds for a necessary update. The original master plan done by H3 in 2015 has played a huge role in the ongoing success in our Downtown. I do not think we would have seen nearly the same level of interest from private investors if the city hadn't first allocated funds for the initial report. Like any good plan, it must be refreshed and updated to maintain its effectiveness. The progress that has been made in the last five years to our downtown has been amazing, and I have no doubt we will continue to see exponentially higher change over the next five years. A vibrant downtown is good for all citizens in Springdale no matter where they live, so an investment in downtown would raise the tide for the whole city.

You may say, can we afford this update to the master plan? As business leaders, we should be asking "Can we afford NOT to make the investment in an update?" instead. If we want others to invest their money in downtown, we as a city need to do our part to keep those investments coming.

Thank you again for your service and for your consideration in the allocation of funds for an updated Downtown Springdale Master Plan.

Sincerely,

A handwritten signature in black ink that reads "Kent Williamson".

Kent Williamson

President

Arvest Bank Springdale

Jacob McConnell
1809 N Trillium Lane
Fayetteville, AR 72704

August 27th, 2021

Dear Springdale City Council,

I'm writing today to voice my support for the City to invest \$100,000 to update the city's Downtown Masterplan.

Born and raised in Springdale, I've seen a lot of changes in downtown Springdale over the last 25 years. This change has been especially noticeable over the last 6 years. The area has changed in terms of what it offers, how it looks, and the festivities offered. As a kid, I made an annual trip to Emma Ave for Feather Fest. As an adult now, I find myself there regularly for lunch, to enjoy events at Walter Turnbow Park, pick up a cake for a special occasion (and a petit four for myself to snack on as I leave), and to shop.

With all the changes that have happened over the last six years, I think it's important that the city continue to invest in its planning for the future. As more people move into the area and more visitors enjoy the offerings, I want to see the long-term planning continue to enable this growth. I believe the City has played and will continue to play an important role in fostering and encouraging this growth. With plans to do so, businesses will feel comfortable investing, and residents will feel excited to visit.

Even though I currently live in Fayetteville, Downtown Springdale is a destination that I regularly visit and that I bring company to when they visit me. I'm excited to show them the area and to enjoy what it has to offer. I'm also very excited for what the future holds for Springdale.

To build off the momentum that is currently growing, I encourage the City Council to invest another \$100,000 in the Downtown Masterplan. I want my children to look back and have many great memories spent in the area and not remember Emma Ave as a place that they only visited once a year.

Sincerely,

Jacob McConnell

Communications Plan – Downtown Springdale Master Plan As of 9/4/2021

Objectives:

- Educate the Springdale community about the purpose of a master plan, how it has guided development and the process for updating it.
- Promote the opportunities for the Springdale community to provide input through digital platforms and in-person sessions
- Excite the Springdale community about getting involved
- Share the outcome of the input sessions

Project Administrators:

Patsy Christie (City Planning), Jill Dabbs (Downtown Springdale Alliance) and John Hoal (H3)

Steering Committee: TBD

Strategic Content Partners:

- H3
- Springdale Planning Department
- Springdale Mayor's Office/City Council/Planning Commission
- Downtown Springdale Alliance
- Urban Land Institute
- Springdale Housing Authority
- Community Development Corporation
- Spanish Speaking Spokesperson (TBD)
- Arkansas Coalition of Marshallese
- Jones Center
- Chamber of Commerce

Audience:

- First Priority:
 - Springdale community at large
 - Stakeholders
 - Springdale Mayor's Office/City Council/Planning Commission
 - H3
 - Community Development Corporation
 - NWA Council
 - Walton Family Foundation
 - Tyson Family Foundation
 - Velocity Group
 - SMM & Civitas

- Marshallese Education Initiative
- Arkansas Coalition of Marshallese
- Latin Arts Organization
- Jones Center
- Springdale Senior Center
- Downtown Businesses
- Downtown Residents
- Residential Developers
- Local Arts Organizations
- Interform
- Arts One
- Shiloh Museum
- TASC
- Cache
- Northwest Health
- Commercial Developers
- Architectural and Planning Communities
- HR Directors of Local Businesses and Corporations
- JB Hunt
- George's Inc
- Tyson Foods
- Multi-Craft
- Chem Station
- Rockline Industries
- JV Manufacturing
- Cargill
- Local Banks
- Downtown Organizations
- Second Priority
 - NWA media

Timing: October 2021-Dec 2022

Key Communication Strategies:

- Develop a new webpage on downtownspringdale.org that is updated quarterly with new content and a questionnaire to solicit input from the community
- Develop and execute a communications plan that drives awareness and solicitation of input from the community
- Partner with key community leaders/strategic partners/stakeholders to distribute content in order to maximize input.
- Partner with downtown merchants and restaurants to capitalize on input sessions.

Distribution:

- Downtown Springdale Strategic Content Partners
- Downtown Springdale Stakeholders
- Downtown Springdale Merchants
- MailChimp
- Social Media via:
 - RMI Consulate Arkansas
 - Arkansas Coalition of Marshallese
 - Marshallese Educational Initiative
 - S2P
- Downtown Springdale Instagram Posts and Videos
- Downtown Springdale Facebook Posts and Videos
- Radio
 - KUAF /Community Spotlight
 - KURM
 - La Zeta
- Broadcast Media
 - KNWA & Fox News
 - 40/29
 - Good Day NWA
 - KNWA
 - KUAF Community Calendar
 - Univision
- Community Calendars
 - [KUAF Community Calendar](#)
 - [KNWA and Fox News Community Calendar](#)
 - [NWA Council News and Events](#)
 - [Engage NWA Events](#)
 - [Community Cohesion Project Events](#)
 - Springdale Public Library
 - Springdale School District
 - [City of Springdale](#)
 - [Springdale Chamber of Commerce Events](#)
 - [NWA Gazette Event Hub](#)
- Printed/Digital Media
 - [La Prensa NWA](#)
 - Gazette
 - NWA Daily

Dear *Patsy*:

It is my pleasure to inform you that Tyson Family Foundation (TFF) has approved a grant to the City of Springdale in the total amount of \$33,000 for the Springdale, AR Downtown Master Plan Update. This grant is subject to the following terms and conditions:

1. **Purpose:** See Exhibit A

Grantee agrees to use all grant funds exclusively for the grant's purposes and according to the allocated budget (Exhibit A). Any changes in these purposes or budget allocations must be authorized in advance by TFF in writing.

2. **Amount:** \$33,000

3. Grant payments will be made as follows:

Installment	Amount	Date
#1	\$33,000	October 31,2021

3. **Payable:** This grant shall be payable upon receipt of a copy of this letter and payment authorization form from Grantee acknowledging the terms and conditions set forth herein.

4. **Accounting:**

(a) TFF encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by TFF during normal business hours as TFF may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide TFF (the grantor) with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant.)

A. **Reporting Expectations:**

City of Springdale will prepare a final report to TFF re: financials and expenditures, operations and deliverables and any other miscellaneous updates as relevant.

B. Reporting Timeline:

Report Date	Report Type
10/2021	Consultant contract
6/2022	Survey results
8/2022	Completed document
12/2021	City leadership commitment to using adopted plan

C. Evaluation

Success will be measured against the outputs and outcomes defined in “Exhibit A”.

All reports will be sent electronically to TFF.

6. Representations: Grantee represents and warrants to TFF that:

- a. Grantee is an organization in good standing, is either an organization described in section 501 (c) (3) of the Internal Revenue Code (“Code”) or a governmental unit, and is not a “private foundation” described in section 509 (a) of the Code. Grantee will promptly notify (TFF) of any change in Grantee’s tax status under the Code.
- b. In no event will Grantee use any grant funds:
 1. to carry on propaganda, or otherwise to attempt to influence legislation;
 2. to influence the outcome of any specific public election or to carry on, directly or indirectly, and voter registration drive; or
 3. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170 (c) (2) (B) of the Code.
 4. to improve any real property owned by a disqualified person or entity
- c. Grantee will comply with all applicable laws and regulations.

7. Repayment: Grantee agrees to repay to TFF any portion of the grant funds not used for the grant’s purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the TFF, if any of the following events occurs:

- a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6 (a) above;
- b. Grantee fails to comply with the terms of this letter; or

- c. There is a material change in grantee's key personnel that in the sole opinion of TFF (grantor) adversely affects Grantee's management of the grant.

8. Release and Indemnity: Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless TFF and its directors, officers, employees, and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related to any way to the actions omissions of the grantee (or its directors, officers, employees, agents, or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by TFF's (grantor) (or its director's officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend TFF as provided hereunder.

9. Grant Publicity: Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. TFF expects any announcements and publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of TFF's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by TFF's contact listed in paragraph 11. Publicizing the grant and TFF in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

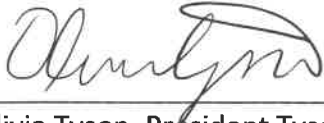
TFF (grantor) may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in TFF (grantor) communications including the TFF's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide TFF with such items upon the TFF's reasonable request and hereby grants to TFF and anyone acting under the authority of TFF, a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with TFF's charitable operations and activities. In connection therewith, Grantee also acknowledges and agrees to use by TFF of historical, programmatic and other information relating to the Grantee and the grant hereunder.

10. Recognition: *n/a*

11. Contact: For all communication regarding this grant, please contact TFF by email at TFF. Jordan Garner <jordan@ivythirtyfive.com>

By signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed or mailed to the Grantee. If the signing of this letter is not completed by TFF date, the TFF will consider the Grantee to have declined the grant.

On behalf of TFF, I extend every good wish for the success of your organizations' endeavors.



Olivia Tyson, President Tyson Family Foundation

Date

City of Springdale

Date

WALTON FAMILY
FOUNDATION



September 30, 2021

Doug Sprouse
City of Springdale
201 North Spring Street
Springdale, AR, 72764

RE: Grant 00105951

Dear Doug,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$63,000.00 to commission an update of the Downtown Springdale Master Plan, which will include specific housing recommendations. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

Grant Agreement

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

September 30, 2021

Grant 00105951

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of up to \$63,000.00 to the City of Springdale ("The City" or "Grantee"). The project term will be September 27, 2021 to September 26, 2022. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to commission an update of the Downtown Springdale Master Plan, which will include specific housing recommendations. This grant is more fully described in Grantee's proposal dated September 14, 2021. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. Amount Up To: \$63,000.00 USD

Grant payment will be made as follows:

Installment	Amount	Match Ratio	Requirement	Date
1	\$30,500.00 (no match required) and Up to \$32,500.00 (1:2 match required)	1:2	Signed grant letter as well as written documentation of 1:2 match committed of other project funds between 9/27/2021 and 10/15/2021. Payment of \$30,500.00 is not depended on match. Described in more detail below.	October 2021

3. **Matching Grant Payable:** The Foundation will match revenue committed by Grantee to the grant purposes set forth in Section 1 according to the conditions outlined below:

Installment 1: \$30,500.00 plus one dollar for every two dollars of revenue committed to the grant purposes from all sources between September 27, 2021 and October 15, 2021, up to an additional \$32,500.00 for a total payment of up to \$63,000.00. This payment of up to \$63,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein, as well as written documentation of matching funds committed.

Expiration: Qualifying matching contributions for Installment 1 must be committed and documented for the Foundation by October 15, 2021. In the event the matching contributions are not documented by this deadline, all outstanding obligations of the Foundation will terminate.

Funds committed and applied to other Foundation match requirements may not be used to satisfy this match requirement.

4. **Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term “grant funds” includes the grant and any income earned thereon.
- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

- 5. Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
1:2 Match Documentation	October 15, 2021
Final Report	September 15, 2022

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation’s online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00105951 on all communication.

Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above reports and the Foundation’s satisfaction with such information as it chooses to obtain from other sources.

- 6. Representations:** Grantee represents and warrants to the Foundation that:
- a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code (“Code”) or a governmental unit, and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee’s tax status under the Code.
 - b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation;
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - c. Grantee will comply with all applicable laws and regulations.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee’s board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

- 7. Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
 - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

- 8. Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
- 9. Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in Contact paragraph. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the

"Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00105951 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by October 15, 2021 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Springdale

By:

Doug Sprouse
Mayor

Appendix A: City of Springdale

Performance Measures

Goal: To complete an update to the Downtown Springdale Master Plan which addresses housing infill and plans for inclusive growth in downtown Springdale.			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Springdale (The City) will contract with a highly qualified planning firm to produce a Downtown Master Plan Update, and will contract with Downtown Springdale Alliance to conduct public engagement in relation to the plan.	11/01/2021	Signed consultant contracts
Output	The City, with assistance from Downtown Springdale Alliance, will complete robust and inclusive public engagement for the master plan including the creation of a new webpage on downtownspringdale.org about the plan; hosting at least two community meetings with at least 100 attendees; conducting intercept surveys at events and online with at least 200 respondents. All press releases, surveys and key messages will be published/conducted in three languages.	05/02/2022	Program records to include dates/attendance at meetings, copy of press release and key messages and summary of survey results
Output	The City, with assistance from the contracted consultant, will complete the Downtown Springdale Master Plan Update to include a list of projects, priorities and potential funding strategies, including strategies specific to housing, that will enhance quality of life and inclusive economic growth in Springdale.	07/01/2022	Completed document
Outcome	City leadership will commit to utilizing the adopted Downtown Master Plan Update as a guide to project prioritization and public funding in downtown Springdale.	09/01/2022	Letter from Mayor and/or Community Development Director

ORDINANCE NO. _____

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

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

PROPERTY OWNER:	Solomon Salazar and Erika Mendoza
LEGAL DESCRIPTION:	Lot 8, Block 3 Pleasant Place Subdivision, to the City of Springdale, Washington County, Arkansas, as shown on plat record "6" at page 623.
LAYMAN'S DESCRIPTION:	1502 B North Pleasant
PARCEL NO.:	815-24946-000

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

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

\$332.96 clean-up costs and \$29.32 administrative costs – 1502 B North Pleasant (815-24946-000)

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

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

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

\$362.28, plus 10% for collection – 1502 B North Pleasant (Parcel No.815-24946-000)

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

PASSED AND APPROVED this 12th day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, 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
lbelvedersi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

September 10, 2021

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

Solomon Salazar and Erika Mendoza
2899 Kings Drive
Springdale, AR 72764

5707

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

3714

RE: Notice of clean-up lien on property located at 1502 N. Pleasant, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-24946-000

Dear Property Owner/Lienholder:

On June 1, 2021, notice was posted on property located at 1502 N. Pleasant, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on June 1, 2021, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 16, 2021. As of this date, the total costs incurred by the City of Springdale to clean this property are \$332.96. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.16 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 12, 2021, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, October 12, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$347.28, which includes \$332.96 for cleaning up the property and \$14.32 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Lynda Belvedresi, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. .

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

This letter is also being mailed by regular mail to Salomon Salazar and Erika Mendoza at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

A handwritten signature in black ink, appearing to be 'E. K. Mendoza', written over a horizontal line.

City Attorney

Enclosures
EC:lb

**CITY ABATEMENT-2021 - Wednesday, June 16, 2021 2:47:33 PM (LOGAN-CODE 2)**

User Name LOGAN-CODE 2
User # 4792831304
Form Started 6/16/2021 2:47:33 PM
Form Submitted 6/16/2021 2:52:37 PM
Property Address 1502 Pleasant apt B
Before Picture Attached Data



Type of Abatement Lien
Date of Abatement Wednesday, June 16, 2021 2:47:00 PM
Officer on Site- L. West
Labor Rate Recovery
Employee Lewis Pickett
EB Benefit Rate \$14.64
Method of Compliance
1 Method of Compliance Junk and Trash Removal from Curb
Equipment Used
Equipment 660/652 New Bulky Waste Truck
660 New Bulky Waste Truck \$200.00
Time of Abatement in Hours 1
Number of Temporary Laborers 0
Temporary Labor Rate 0.00
Recovery
Employee labor recovery per hour 14.64
Total Employee Cost 14.64
Equipment Cost per hour 200.00
Total Equipment Cost 200.00
Disposal Cost Recovery \$118.32
Number of Tires Removed 0
(\$2 Each)

Number of Electronics
Removed (\$10 Each) 0

Containers of Chemicals
(\$1 Each) 0

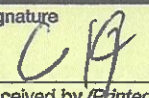
Freon Removal Recovery
(\$20 each) 0

Total Cost of Abatement 332.96

Items Removed from
Property At the property of 1502 n Pleasant apt B, items removed from the
property included, mattresses, a couch, a table and other items.

Final Photos Attached Data



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature  ☒ Agent ☐ Address	
1. Article Addressed to: Solomon Salazar & Erike Mendoza 2899 Kings Dr. Springdale, AR 72764		B. Received by (Printed Name) C. Date of Delivery	
2. Article Number (Transfer from service label) 7019 2470 0000 7254 5707		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	

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

Domestic Return Receipt

1508 n Pleasant

9590 9402 5688 9346 5658 10

USPS TRACKING #

12 SEP 2015 PM 3:4

SPRINGDALE, ARKANSAS 72764

201 NORTH SPRING STREET

CITY ATTORNEY

OFFICE OF THE

United States Postal Service

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

First-Class Mail

Postage & Fees Paid

USPS

Permit No. G-10

ORDINANCE NO. _____

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

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

PROPERTY OWNER:	BVH Holdings LLC
LEGAL DESCRIPTION:	Plat 4/23/10 2010-167
LAYMAN'S DESCRIPTION:	2913 Rowan Place
PARCEL NO.:	21-02600-000

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

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

\$276.48 clean-up costs and \$22.16 administrative costs – 2913 Rowan Place (21-02600-000)

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

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

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

\$298.64, plus 10% for collection – 2913 Rowan Place (Parcel No.21-02600-000)

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

PASSED AND APPROVED this 12 day of October, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, 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



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OFFICE OF CITY ATTORNEY

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Phone (479) 750-8173 • Fax (479) 750-4732
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Case Coordinator/Victim Advocate
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Steve Helms
Investigator
shelms@springdalear.gov

Lynda Belvedersi
Administrative Legal Assistant
lbelvedresi@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

September 10, 2021

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULR MAIL**

BVJ Holdings LLC
PO Box 474
Fayetteville, AR 72702

RE: Notice of clean-up lien on property located at 213 Rowan Place, Springdale, Benton County, Arkansas, Tax Parcel No. 21-02600-000

Dear Property Owner/Lienholder:

On July 12, 2021, notice was posted on property located at July 12 2021, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on July 13, 2021, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about August 6, 2021. As of this date, the total costs incurred by the City of Springdale to clean this property are \$276.48. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.16 per letter and a filing fee in the amount of \$15.00 to the Benton County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before October 12, 2021, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, October 12, at 6:00 p.m. in the City Council

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

Please remit the total sum of \$283.64, which includes \$276.48 for cleaning up the property and \$7.16 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Lynda Belvedresi, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. .

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

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

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

Sincerely,



Ernest Cate
City Attorney

Enclosures
EC:lb



CITY ABATEMENT-2021 - Friday, August 06, 2021 8:41:19 AM (LOGAN-CODE 2)

User Name LOGAN-CODE 2
User # 4792831304
Form Started 8/6/2021 8:41:19 AM
Form Submitted 8/6/2021 8:54:20 AM
Property Address 2913 Rowan Pl
Before Picture Attached Data



Type of Abatement Lien
Date of Abatement Friday, August 06, 2021 8:41:00 AM
Officer on Site- L. West
Labor Rate Recovery
Employee Trent Anglin
TA Benefit Rate \$33.16
Method of Compliance
Equipment Used
Equipment 719 Tractor/brushhog
719 Loader/Backhoe \$125.00
Time of Abatement in Hours 1
Number of Temporary Laborers 0
Temporary Labor Rate Recovery 0.00

Employee labor recovery per hour	33.16
Total Employee Cost	33.16
Equipment Cost per hour	125.00
Total Equipment Cost	125.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	276.48
Items Removed from Property	
Final Photos	

At the property of 2913 Rowan Pl, the landscape crew removed the tall grass and weed on the vacant lot.
Attached Data



ORDINANCE NO. _____

**AN ORDINANCE CALLING FOR THE
ANNEXATION OF SURROUNDED LANDS
PURSUANT TO ARK. CODE ANN. §14-40-501, *et. seq.***

WHEREAS, the boundaries of the city limits of the City of Springdale have changed over time, causing certain lands which are not in the City of Springdale to become surrounded by land which is located in the City of Springdale and the City of Fayetteville;

WHEREAS, Ark. Code Ann. §14-40-501(a)(1)(B) provides that if the incorporated limits of two (2) or more municipalities have completely surrounded an unincorporated area, the governing body of the municipality with the greater distance of city limits adjoining the unincorporated area's perimeter may propose an ordinance calling for the annexation of the land surrounded by the municipalities;

WHEREAS, the City of Springdale has the greater distance of city limits adjoining the unincorporated area's perimeter;

WHEREAS, given the foregoing, it would be in the public interest for the City of Springdale to provide municipal services, such as police protection, fire protection, etc., to these surrounded lands, and these surrounded lands qualify for annexation pursuant to Ark. Code Ann. §14-40-302;

WHEREAS, it is in the best interest of the City of Springdale that these surrounded lands be annexed into and be made a part of the City of Springdale, and the legal descriptions of the land to be annexed, as well as a map of the land to be annexed, are attached hereto as Exhibits "A" and "B", and made a part hereof; and

WHEREAS, the City Council finds that a hearing date should be set on the issue of the annexation of the surrounded lands contained in Exhibits "A" and "B";

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 23, 2021, at 6:00 p.m. be set as the date and time for the City Council to hear the issue of the annexation of the surrounded lands contained in Exhibits "A" and "B"; and the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this 12th day of October, 2021.

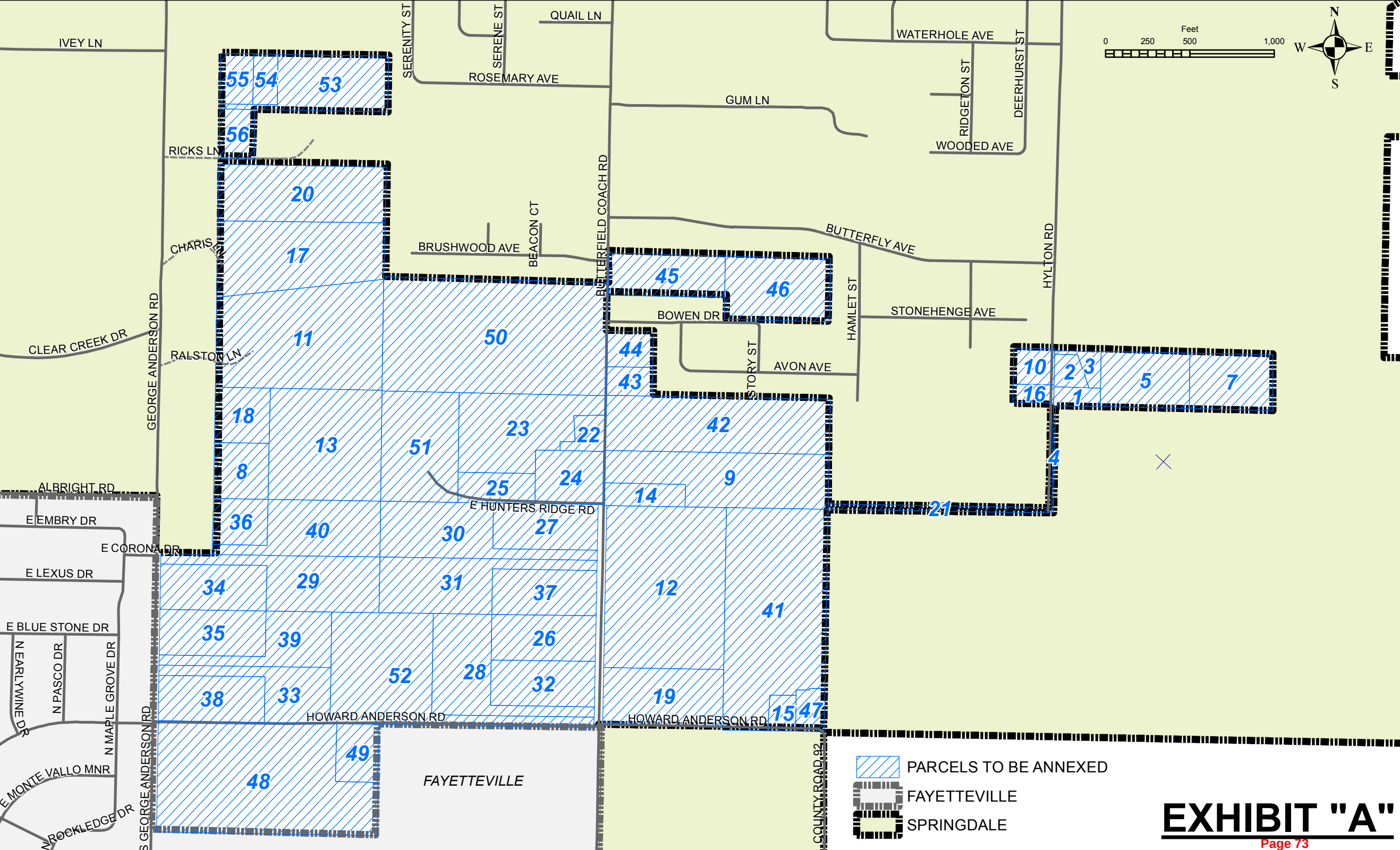
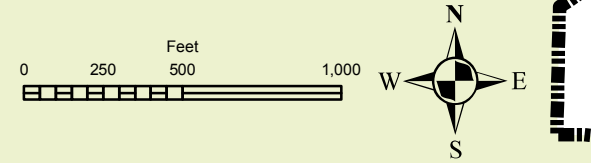
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



-  PARCELS TO BE ANNEXED
-  FAYETTEVILLE
-  SPRINGDALE

EXHIBIT "A"

Page 73



**ARKANSAS
GIS OFFICE**

**Department of Transformation
and Shared Services**
Governor Asa Hutchinson
Secretary Amy Fecher
Director Shelby Johnson

December 2, 2020

Mayor Doug Sprouse
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: City of Springdale Annexation Coordination Requirement

Mayor Sprouse,

Thank you for coordinating with our office as you seek to annex property into the City of Springdale, AR described as "Island Annexation B" and located in Sections 16, 17 & 20, Township 17 North, Range 29 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst

Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Springdale\20201201\Doc\20201201_Springdale_Annexation_Coordination_Letter_IslandB.docx



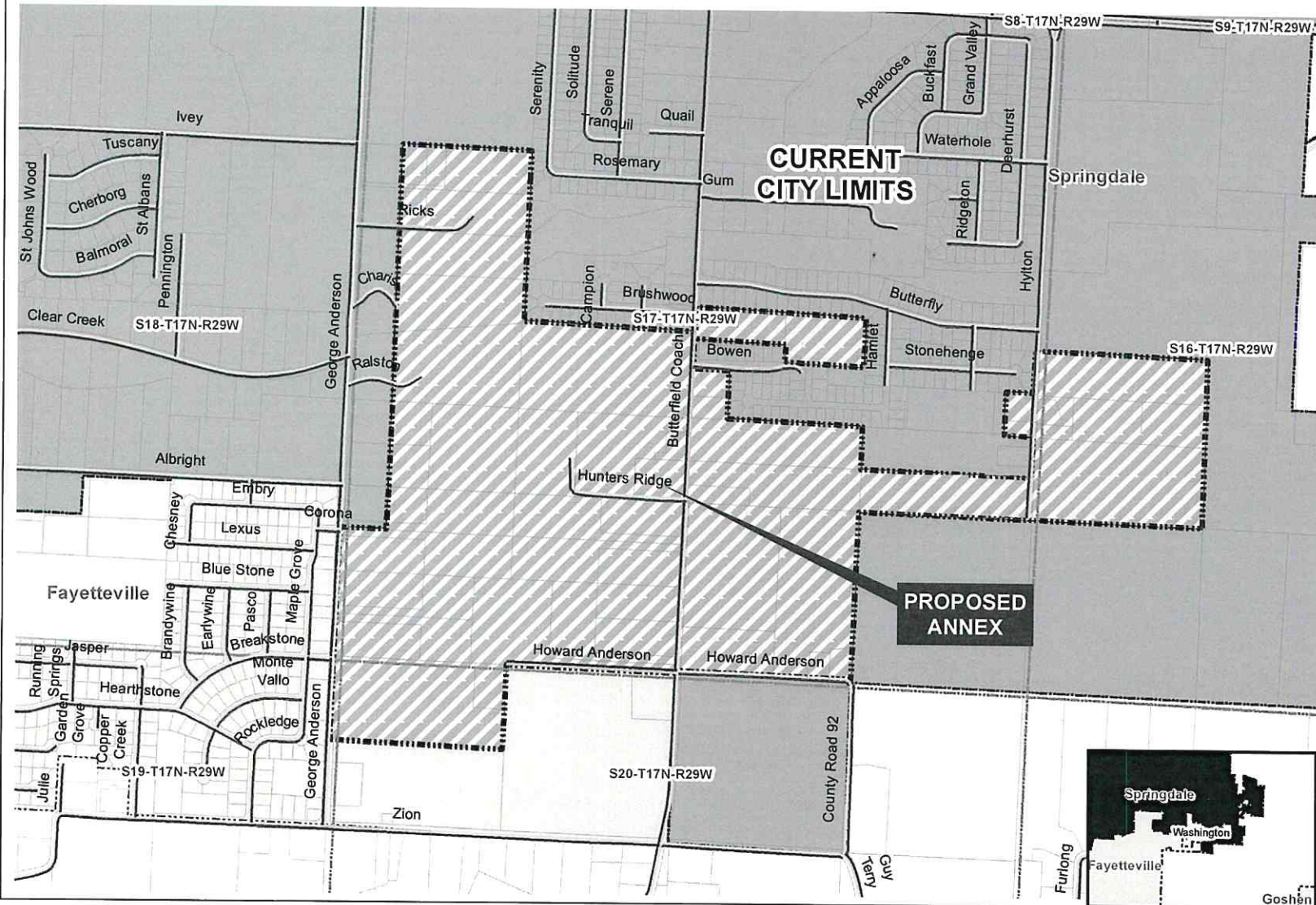
Proposed Annex "Island B": City of Springdale
December 2020

City: Springdale
Mayor: Doug Sprouse

Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



- Proposed Annex
- Parcels
- Highway
- Minor Road
- Sections
- Existing City
- Neighboring City

0 0.0450.09 0.18
Miles



H:\City_Annexations\City\Springdale\20201201

Legal Descriptions

Annex B

All of the unincorporated territory in S17, T17N, R29W; in the W $\frac{1}{4}$ of S16, T17N, R29W; and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of S20, T17N, R29W, all being in Washington County, Arkansas.

RESOLUTION NO. _____

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

WHEREAS, MT NWA Ventures, LLC, has petitioned for the abandonment of a portion of a utility easement on a part of Lot 3A, Worth Lane Commercial Park Subdivision, to the City of Springdale, Washington County, Arkansas, as per plat of said addition on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, as Plat Record 23A-269, and being more particularly described as follows:

A part of Lot 3A, Worth Lane Commercial Park, City of Springdale, Washington County, Arkansas, as shown on Boundary Survey for MT NWA Ventures, LLC, completed September 9, 2021, by Engineering Services as work order number 21975, and being further described as follows: Beginning at the Southeast Corner of said Lot 3A, thence along the South line of said Lot 3A, N87°07'00"W a distance of 20.00 feet; thence leaving the South line of said Lot 3A, N01°48'39"E a distance of 118.35 feet; thence S88°11'21"E a distance of 20.00 feet to a point on the east line of said Lot 3A; thence along the east line of said Lot 3A, S01°48'39"W a distance of 118.73 feet to the point of beginning, containing 0.05 acres (2,371 sq. ft.), more or less.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 23, 2021, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2021.

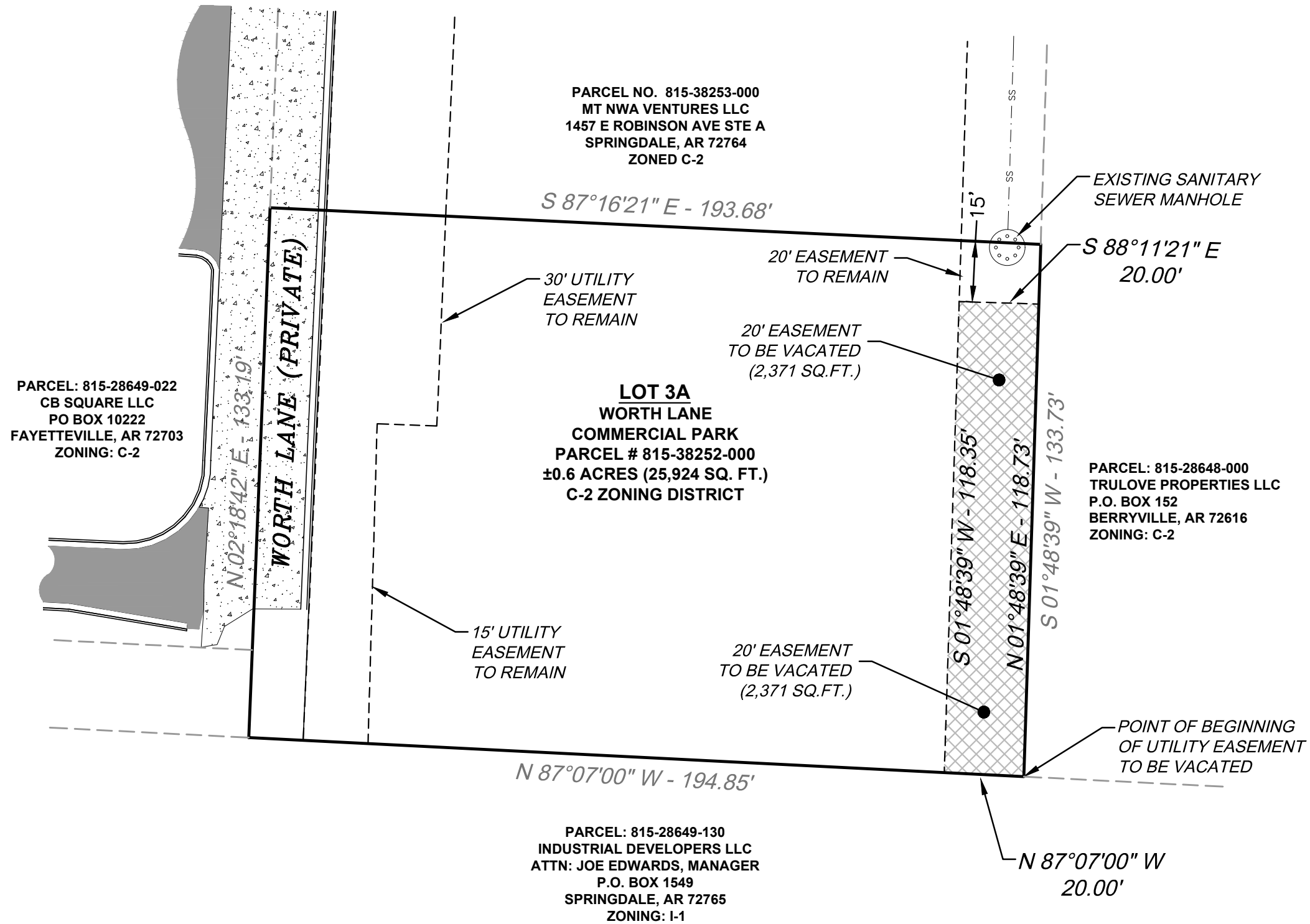
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



LEGAL DESCRIPTION - SUBJECT PROPERTY

LOT 3A, WORTH LANE COMMERCIAL PARK, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK 23A, PAGE 269. BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3E, AS SHOWN IN PLAT RECORD BOOK 23A, PAGE 269; THENCE S87°36'01"E A DISTANCE OF 156.80 FEET TO A FOUND 5/8 INCH REBAR; THENCE S01°48'39"W A DISTANCE OF 623.10 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A SET IRON PIN WITH CAP, "PLS 1156"; THENCE S01°48'39"W A DISTANCE OF 133.73 FEET TO A FOUND IRON PIN WITH CAP, "PLS 1156"; THENCE N87°07'00"W A DISTANCE OF 194.85 FEET TO A SET IRON PIN WITH CAP, "PLS 1156"; THENCE N02°18'42"E A DISTANCE OF 133.19 FEET TO A SET "MAGNETIC NAIL"; THENCE S87°16'21"E A DISTANCE OF 193.68 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.60 ACRES (25,924 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

LEGAL DESCRIPTION - UTILITY EASEMENT TO BE VACATED:

A PART OF LOT 3A, WORTH LANE COMMERCIAL PARK, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON BOUNDARY SURVEY FOR MT NWA VENTURES, LLC COMPLETED SEPTEMBER 9, 2021 BY ENGINEERING SERVICES AS WORK ORDER NUMBER 21975, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3A, THENCE ALONG THE SOUTH LINE OF SAID LOT 3A, N87°07'00"W A DISTANCE OF 20.00 FEET; THENCE LEAVING THE SOUTH LINE OF SAID LOT 3A, N01°48'39"E A DISTANCE OF 118.35 FEET; THENCE S88°11'21"E A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3A; THENCE ALONG THE EAST LINE OF SAID LOT 3A, S01°48'39"W A DISTANCE OF 118.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES (2,371 SQ.FT.) MORE OR LESS.

**UTILITY EASEMENT
VACATION EXHIBIT**

Lot 3A of Worth Commercial Park
Washington County Parcel Number 815-38252-000
Springdale, Washington County, Arkansas

DWG: d:\Eng Proj\21975-Worth Lane\UE Vacation\Vacat

DATE: October 1, 2021

SCALE: 1" = 30'

ENGINEERING SERVICES, INC.
CONSULTING ENGINEERS AND SURVEYORS
1207 S. OLD MISSOURI ROAD
SPRINGDALE, ARKANSAS



The City Council of the City of Springdale met in regular session on Tuesday, September 28, 2021, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Mike Irwin	Fire Chief
Mike Peters	Police Chief
Wyman Morgan	Director of Financial Services
Patsy Christie	Planning & Comm. Dev. Director
Brad Baldwin	Public Works & Eng. Director
Ron Findley	Community Engagement Director
Mike Chamlee	Chief Building Official
Chad Wolf	Parks & Recreation Director

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the September 14, 2021 City Council meeting be approved as presented. Council Member Williams made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

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

No: None

ORDINANCE NO. 5643 – REZONING PROPERTY OWNED BY ADAMS FAMILY PROPERTIES, LLC, LOCATED AT 3357 HABBERTON ROAD, FROM A-1 TO SF-3; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Adams Family Properties, LLC, located at 3357 Habberton Road, from A-1 to SF-3 and declaring an emergency.

Planning Commission recommended approval at their September 7, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5643.

ORDINANCE NO. 5644 – REZONING PROPERTY OWNED BY ARNOLD AND LORENE HOLLINGSWORTH, LOCATED AT THE INTERSECTION OF HIGHWAY 112 AND MARCHANT ROAD, FROM A-1 TO C-4 AND C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Arnold and Lorene Hollingsworth, located at the intersection of Highway 112 and Marchant Road, from A-1 to C-4 and C-5 and declaring an emergency.

Planning Commission recommended approval at their September 7, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5644.

ORDINANCE NO. 5645 – REZONING 5.7 ACRES OWNED BY JOHN HENDRICKS PROPERTIES, LLC, LOCATED AT 1146 COOPER DRIVE, FROM C-2 TO MF-24; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by John Hendricks Properties, LLC, located at 1146 Cooper Drive, from C-2 to MF-24 and declaring an emergency.

Planning Commission recommended approval at their September 7, 2021 meeting.

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

Kathy Fields, 1022 Cooper Drive, spoke at City Council and wanted her statement inserted into the minutes.

9-28-21
Springdale
City Council
Meeting

My name is Kathy Fields and I live at 1022 Cooper Dr. My husband and I are the adjacent property owners.

I have lived my whole life in Springdale. I was born at Springdale Memorial Hospital 60 years ago. And I plan to be buried in Springdale. And when my husband married me 42 years ago he moved to Springdale.

My husband and I purchased our home on Cooper Dr. in 1997 and we have lived there for 24 years.

When we purchased our property we were very comfortable with the zoning and the potential zoning of our property and the properties surrounding our property.

We have made a long term commitment to our property and we have made a long term commitment to the city of Springdale.

My husband and I strongly oppose the rezoning of this property to multi-family.

Multi-family is not in keeping with the city's Comprehensive Land Use Map or the intended use of this property.

This property has been rezoned to commercial which is in keeping with the city's Land Use Map, and the intended use of this property.

Commercial is also the allowed zoning for my and my husband's property in accordance with the city's Land Use Map.

The Land Use Map is the only thing my husband and I had, that we could count on when we purchased our property as to what the zoning was and what the zoning may become.

The applicant, as well, has the right and the responsibility to familiarize themselves with the city's Comprehensive Land Use Map and the zoning allowed and its intended use.

Purchasers of property invest hundreds of thousands of dollars in their homes and in their properties.

If the city's Land Use Map doesn't mean anything, then why do we even have one.

The Land Use Map does mean something. It means a lot.

Case Law (Brooks v. City of Benton)
States

The purpose of the zoning map requirements is so, after adoption, purchasers and users may acquaint themselves with the zoning restrictions.

The whole purpose of planning and zoning is to protect the public by providing orderly growth and development and to protect the interest of property owners by affording them knowledge of what current and future use will be allowed in any given zone.

This rezoning goes directly against the intent of the city's Comprehensive Land Use Map and against the most basic intent of land regulation.

On the notification sent to us, the applicant indicated the purpose of their request was to "develop".

However, on their application to the city, they indicate the purpose of the request is to "sell after rezoning".

The financial gain of the applicant is not a good enough reason to rezone this property.

Case Law (McMinn v. city of Little Rock)
States

"rezoning is not justified by the mere fact that the property owner seeking the rezoning would benefit economically if the rezoning was allowed, or that the land would be put to its most remunerative use."

Again, the financial gain of the applicant is not a good enough reason to rezone this property.

under

The city of Springdale "Code of Ordinances"

Chapter 130 Zoning Ordinances

District Regulations

MF 24-High Density Multi-family district
States

"MF 24 districts are restricted to sites
abutting collector or arterial streets."

Cooper Dr. is a minor street, that is also
a dead end street.

Multi-family 24 is not even allowed on
Cooper Dr. under the city's own ordinances.

There is only one outlet on to and off of
Cooper Dr. and that is 71B.

Last year two apartment buildings with
24 units each, totaling 48 units, opened
up for occupancy.

The increase in traffic on Cooper Dr. has
been enormous. Especially pulling on
to and off of 71B.

There are three more apartment buildings
under construction, with 24 units each,
totaling an additional 72 units. Bringing
the total number of apartments to 120.

<

Also, the Schmieding Center's driveways to their parking lots enter and exit onto Cooper Dr.

I do not know how Cooper Dr. is going to handle this increase in traffic.

And that is without adding more multi-family zoning.

I suspect that the reason multi-family 24 districts are restricted only to collector or arterial streets is to comply with State and National Fire Codes and for the public safety.

After reviewing the city's Unofficial Zoning Map, I was shocked that on Cooper Dr. acre after acre after acre, are indicated as to have been zoned for high density multi-family.

This is not in keeping with city's Land Use Map. Which indicates the intended zoning of this area as commercial into medium density residential and then into low density residential

This is also in violation of the city's code of ordinances, that high density multi-family districts are restricted to collector or arterial streets.

I do not know how this has been allowed to happen.

The applicant's response, on the petition, to the effect of the proposed zoning upon the adjacent property and neighborhood is to "bring it into conformance with surrounding zoning."

What it does not do, is to conform with the city's Comprehensive Land Use Map and the intended use of the property or comply with the city's code of ordinances.

The effect on the neighborhood is,
People who are not invested in the neighborhood.
Trash up and down on both sides of the
street.

Everything from food wrappers, to beer cans,
plastic bottles, dirty diapers.

And that's because they're not invested in the
neighborhood.

This is a new chore for those of us who have
to clean up after them.

The increase in noise.

Crotch rocket motorcycles that drive up
Cooper Dr. and back to the apartments and
back up and back down, over and over.

Apparently they have to be ridden really,
really fast.

People who seem oblivious to their
surroundings.

Yelling or honking from the parking lot up to
the apartments.

Yelling out of anger in the street.

Letting their dogs bark for long periods of
time before taking them in.

This is just some of the effects on the
neighborhood.

It's because they are not invested in the
neighborhood. I can not say it has had
a positive effect on the neighborhood.

The effect on us, the adjacent property owners.

These are three story apartment buildings that face east and west.

We are directly east of this property.

Their windows and balconies would be looking down over the entirety of our front yard, our backyard, our patio.

Everytime we walk in or out of our front door, our back doors,

Everytime we leave our home.

When these rents look out of their windows or are on their balconies, we would be their view.

Our home, the entirety of our property, would be their view.

We would be losing every bit of the privacy we should be able to enjoy in the privacy of our own home and property.

It would be as if we were prisoners in our own home.

It would be taking from us the safety and security we should be allowed to have in our own home and on our property. We would be sharing a three hundred foot property line. The length of our property.

There would be no buffer between us and dozens of ever changing apartment renters who we do not know.

And we would not have the luxury of not worrying about who they are or what they are like, good or bad.

That is not what we invested in.

We did not invest in property that was a part of an apartment complex community.

But that is exactly what would be forced upon us.

This is not what the Land Use Map shows as the intended use of the property.

This would be devastating to the quality of our lives on our own property.

It would greatly devalue our property at its current use, as a home.

No one would be interested in purchasing a home under those conditions.

It would also devalue our property of its use as commercial, by taking away similar surrounding commercial property.
Which is the current zoning of this property and its intended use as reflected by the Land Use Map.

I am asking this respected legislative body to vote against this proposal, in keeping with the city's Comprehensive Land Use Map, in keeping with the city's code of ordinances and in keeping with State law.

I plead with this body to stand up for my and my husband's rights and vote against this proposal and honor the State of Arkansas Constitution and honor the Constitution of the United States.

I am submitting a written copy of my comments, which I just read from, to be entered into the record of this meeting.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5645.

ORDINANCE NO. 5646 – REZONING PROPERTY OWNED BY TAQUERIA M. GUANAJUATO, LLC, LOCATED AT 1019 W. SUNSET AVENUE, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Taqueria M. Guanajuato, located at 1019 W. Sunset Avenue, from C-2 to C-5 and declaring an emergency.

Planning Commission recommended approval at their September 7, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5646.

ORDINANCE NO. 5647 – REZONING .4 ACRES OWNED BY THE SPRINGDALE PUBLIC FACILITIES BOARD, LOCATED ALONG THE NORTH SIDE OF EMMA AVENUE, APPROXIMATELY 50 FEET EAST OF REINERT DRIVE, APPROXIMATELY 100 FEET SOUTH OF TECHNOLOGY WAY, FROM A-1 TO I-3; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 0.4 acres owned by the Springdale Public Facilities Board, located along the north side of Emma Avenue, approximately 50 feet east of Reinert Drive, approximately 100 feet south of Technology Way, from A-1 to I-3; and declaring an emergency.

Planning Commission recommended approval at their September 7, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5647.

ORDINANCE NO. 5648 – REZONING .998 ACRES OWNED BY MUSTAFA OBEIDAT, KIMBERLEY DONNELL AND GINA AND LYNN ROBERTS LOCATED AT 4973 N. GRAHAM ROAD, FROM A-1 TO SF-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .998 acres owned by Mustafa Obeidat, Kimberley Donnell and Gina and Lynn Roberts located at 4973 N. Graham Road, from A-1 to SF-1; and declaring an emergency.

Planning Commission recommended approval at their September 7, 2021 meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5648.

RESOLUTION NO. 110-21 – APPROVING A CONDITIONAL USE APPEAL BY MAO LEE FOR A USE UNIT 44 (MOBILE VENDING) AT 107 N. OLD MISSOURI ROAD AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Mao Lee for a use unit 44 (Mobile Vending) at 107 N. Old Missouri Road as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their September 7, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR MAO LEE AT 107 N. OLD MISSOURI ROAD AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 7, 2021, on a request by Mao Lee for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to with the following conditions:

1. **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
2. **No obstruction of parking spaces required for the operation of any other use on the site**
3. **Maintain on the site a minimum of three parking spaces designated for their use.**
4. **If a health certificate is required, display the health certificate in a manner visible to customers.**
5. **No obstruction of pedestrian or motor vehicle traffic flow.**
6. **No obstruction of traffic signals or regulatory signs.**
7. **No vending upon a public way.**
8. **Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.**
9. **Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to with the following conditions:

1. **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
2. **No obstruction of parking spaces required for the operation of any other use on the site**
3. **Maintain on the site a minimum of three parking spaces designated for their use.**
4. **If a health certificate is required, display the health certificate in a manner visible to customers.**
5. **No obstruction of pedestrian or motor vehicle traffic flow.**
6. **No obstruction of traffic signals or regulatory signs.**
7. **No vending upon a public way.**
8. **Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.**
9. **Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.**

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 110-21.

RESOLUTION NO. 111-21 – APPROVING A CONDITIONAL USE APPEAL BY LUIS ALVARENGA AND ISABEL DELGADO FOR A USE UNIT 44 (MOBILE VENDING) AT 2975 E. ROBINSON AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christy presented a Resolution approving a conditional use appeal by Luis Alvarenga and Isabel Delgado for a use unit 44 (Mobile Vending) at 2975 E. Robinson Avenue as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their September 7, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR LUIS ALVARENGA & ISABEL DELGADO AT 2975 E. ROBINSON AVENUE AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 7, 2021, on a request by Luis Alvarenga and Isabel Delgado for a Use Unit 44 (Mobile Vending) in a Large Product Retail Sales District (C-6).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to Luis Alvarenga and Isabel Delgado with the following conditions:

1. **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
2. **No obstruction of parking spaces required for the operation of any other use on the site**
3. **Maintain on the site a minimum of three parking spaces designated for their use.**
4. **If a health certificate is required, display the health certificate in a manner visible to customers.**
5. **No obstruction of pedestrian or motor vehicle traffic flow.**
6. **No obstruction of traffic signals or regulatory signs.**
7. **No vending upon a public way.**
8. **Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.**
9. **Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Luis Alvarenga & Isabel Delgado with the following conditions:

1. **May not operate between the hours of 10:00 p.m. and 7:00 a.m.**
2. **No obstruction of parking spaces required for the operation of any other use on the site**

3. **Maintain on the site a minimum of three parking spaces designated for their use.**
4. **If a health certificate is required, display the health certificate in a manner visible to customers.**
5. **No obstruction of pedestrian or motor vehicle traffic flow.**
6. **No obstruction of traffic signals or regulatory signs.**
7. **No vending upon a public way.**
8. **Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.**
9. **Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.**

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 111-21.

RESOLUTION NO. 112-21 – APPROVING A CONDITIONAL USE APPEAL BY QOF INVESTMENTS LLC FOR A USE UNIT 44 (MOBILE VENDING) AT 909 BACKUS AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christy presented a Resolution approving a conditional use appeal by QOF Investments LLC for a use unit 44 (Mobile Vending) at 909 Backus Avenue as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their September 7, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR QOF INVESTMENTS, LLC AT 909 BACKUS AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 7, 2021, on a request by QOF Investments, LLC for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2)

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to QOF Investments, LLC with the following conditions:

1. **Cannot operate between the hours of 10:00 p.m. and 7:00 a.m.**
2. **No obstruction of parking spaces required for the operation of any other use on the site.**
3. **Maintain on the site a minimum of three parking spaces designated for their use.**
4. **If a health certificate is required, display the health certificate in a manner visible to customers.**
5. **No obstruction of pedestrian or motor vehicle traffic flow.**
6. **No obstruction of traffic signals or regulatory signs.**
7. **No vending upon a public way.**
8. **Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.**
9. **Keep vending site clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.**

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to with the following conditions:

1. **Cannot operate between the hours of 10:00 p.m. and 7:00 a.m.**
2. **No obstruction of parking spaces required for the operation of any other use on the site.**
3. **Maintain on the site a minimum of three parking spaces designated for their use.**
4. **If a health certificate is required, display the health certificate in a manner visible to customers.**
5. **No obstruction of pedestrian or motor vehicle traffic flow.**
6. **No obstruction of traffic signals or regulatory signs.**
7. **No vending upon a public way.**
8. **Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.**
9. **Keep vending site clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container.**

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 112-21.

RESOLUTION NO. 113-21 – APPROVING A CONDITIONAL USE APPEAL BY NANCI MABRY FOR A USE UNIT 50 (AGRICULTURE OCCUPATION) LOCATED AT 1580 N. MONITOR ROAD AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Nanci Mabry for a use unit 50 (Agriculture Occupation) located at 1580 N. Monitor Road as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their September 7, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR NANCI MABRY AT 1580 N. MONITOR ROAD AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 7, 2021, on a request by Nanci Mabry for a Use Unit 50 (Agricultural Occupation) in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) and zero (0) no recommends that a Conditional Use be granted to Nanci Mabry with the following conditions:

- 1. Proposed residential structure and/or accessory structure must be contained on a lot, parcel or tract that meets the lot requirements for an agricultural zone.**
- 2. No outside storage of materials required for the operation of the business.**
- 3. Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.**
- 4. Require the use of an area no greater than thirty (30) percent of the total heated living space of the residential structures or in an accessory structure an area to greater than the size of the residential structure.**
- 5. Generates no traffic, parking, and sewage or water use in excess of what is normal for agricultural uses.**
- 6. Will not produce any fumes, odors, noise or any other offensive effects that are not normal to agricultural activity.**
- 7. Stock in trade shall not exceed ten (10) percent of the floor area of the accessory use.**
- 8. Will not require or cause the consumption of the premises of any food product produced thereon.**

9. Will not provide medical treatment, therapeutic massage or similar activities.
10. No alteration of the outside appearance of the residential and/or accessory structure or provision of a separate outside entrance for the business areas of the residential structure.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Nanci Mabry with the following conditions:

1. Proposed residential structure and/or accessory structure must be contained on a lot, parcel or tract that meets the lot requirements for an agricultural zone.
2. No outside storage of materials required for the operation of the business.
3. Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.
4. Require the use of an area no greater than thirty (30) percent of the total heated living space of the residential structures or in an accessory structure an area to greater than the size of the residential structure.
5. Generates no traffic, parking, and sewage or water use in excess of what is normal for agricultural uses.
6. Will not produce any fumes, odors, noise or any other offensive effects that are not normal to agricultural activity.
7. Stock in trade shall not exceed ten (10) percent of the floor area of the accessory use.
8. Will not require or cause the consumption of the premises of any food product produced thereon.
9. Will not provide medical treatment, therapeutic massage or similar activities.
10. No alteration of the outside appearance of the residential and/or accessory structure or provision of a separate outside entrance for the business areas of the residential structure.

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 113-21.

RESOLUTION NO. 114-21 – APPROVING A CONDITIONAL USE APPEAL BY THE SPRINGDALE PUBLIC FACILITIES BOARD FOR A TANDEM LOT SPLIT AT THE SOUTHWEST CORNER OF ANGELL DRIVE AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by the Springdale Public Facilities Board for a tandem lot split at the southwest corner of Angell Drive as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their September 7, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR SPRINGDALE PUBLIC FACILITIES BOARD AT THE SOUTHWEST CORNER OF ANGELL DRIVE AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 7, 2021, on a request by Springdale Public Facilities Board for a Tandem Lot Split.

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to Springdale Public Facilities Board with the following conditions: No conditions set

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Springdale Public Facilities Board with the following conditions: No conditions set.

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 114-21.

RESOLUTION NO. 115-21 – APPROVING A CONDITIONAL USE APPEAL BY WAYNE AND BRENDA LOCKARD LIVING TRUST FOR A TANDEM LOT SPLIT AT THE END OF ANNIE LAURIE AVENUE AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Wayne and Brenda Lockard Living Trust for a tandem lot split at the end of Annie Laurie Avenue as set forth in Ordinance No. 4030.

Planning Commission recommended approval at their September 7, 2021 meeting.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR WAYNE AND BRENDA LOCKARD LIVING TRUST AT THE END OF ANNIE LAURIE AVENUE AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 7, 2021, on a request by Wayne and Brenda Lockard Living Trust for a Tandem Lot Split.

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a Conditional Use be granted to Wayne and Brenda Lockard Living Trust with the following conditions: No conditions set

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Springdale Public Facilities Board with the following conditions: No conditions set.

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 115-21.

RESOLUTION NO. 116-21 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET

FORTH IN ORDINANCE NO. 3725 TO RANDY AND ANDI BROWN IN
CONNECTION WITH 2350 N. 48TH STREET, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Randy and Andi Brown in connection with 2350 N. 48th Street, a single family dwelling.

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

RESOLUTION NO. ____

**A RESOLUTION APPROVING A WAIVER OF STREET
IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND
SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO
RANDY AND ANDI BROWN IN CONNECTION WITH 2350 N.
48TH STREET A SINGLE FAMILY DWELLING**

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with 2350 N. 48TH Street, a single family dwelling for Randy and Andi Brown and the Planning Commission recommends approval of the waiver request.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SPRINGDALE**, that the City Council hereby:

Option 1: Grants a waiver of street improvements to N. 48TH Street including drainage improvements related thereto, sidewalks in connection with 2350 N. 48TH Street a single family dwelling.

PASSED AND APPROVED THIS ____ DAY OF SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Lawson

No: Flores, Harriman

The Resolution was numbered 116-21.

RESOLUTION NO. 117-21 - AUTHORIZING PAYMENT OF AN INVOICE FROM
THE NORTHWEST COUNCIL

Council Member Jeff Watson presented a Resolution authorizing payment of an invoice from the Northwest Arkansas Council for \$87,176 for the City's share of a 12 month media campaign and vaccination clinics in Northwest Arkansas. This will be paid with funds from the American Rescue Plan Act.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
FROM THE NORTHWEST ARKANSAS COUNCIL**

WHEREAS, the City of Springdale wants to be part of a region-wide effort to protect its own residents and people across Northwest Arkansas from COVID-19 through vaccination and a region-wide communication plan; and

WHEREAS, the City of Springdale wants to partner with the Northwest Arkansas Council, Northwest Arkansas cities, Benton and Washington counties, Northwest Arkansas Chambers of Commerce, Walmart, the Walton Family Foundation and other partners to support community health and to ensure the protection of the region's health care systems; and

WHEREAS, the City has received an invoice for \$87,176 for the City's share of a 12- month media campaign and vaccination clinics

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 the Northwest Arkansas Council \$87,176 with funds from the American Rescue Plan Act.

PASSED AND APPROVED this ____ day of September, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 117-21.

**RESOLUTION NO. 118-21 – AMENDING THE 2021 BUDGET OF THE CITY OF
SPRINGDALE LIBRARY**

Council Member Jeff Watson presented a Resolution amending the 2021 Budget of the City of Springdale Library.

RESOLUTION NO. ____

A RESOLUTION AMENDING THE 2021 BUDGET
OF THE CITY OF SPRINGDALE LIBRARY

WHEREAS, the Library has received insurance proceeds of \$26,981 for damage to the building; and

WHEREAS, the Library has also received a grant in the amount of \$56,000; and

WHEREAS, these funds have not been appropriated;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2021 budget of the City of Springdale Library is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Revenue	20201083970000	Insurance Recoveries	0	26,980		26,980
Revenue	20201083311000	Federal Grants	0	56,000		56,000
Expense	20201084565101	Buildings & Grounds	125,000	26,980		151,980
Expense	20201084565110	Computers Maintenance	66,000	56,000		122,000

PASSED AND APPROVED this ____ day of September, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 118-21.

RESOLUTION NO. 119-21 – AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE EXTENSION OF GENE GEORGE BOULEVARD SOUTH, PHASE I

Council Member Jeff Watson presented a Resolution authorizing the execution of a construction contract with Brothers Construction Inc. for the extension of Gene George Boulevard South, Phase I, in the amount of \$4,797,830.50.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONSTRUCTION CONTRACT FOR THE EXTENSION OF
GENE GEORGE BOULEVARD SOUTH, PHASE I**

WHEREAS, sealed bids were received for the extension of Gene George Boulevard South, Phase I, and

WHEREAS, Brothers Construction, Inc. was the low bidder for this project at \$4,797,830.50

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Brothers Construction, Inc. for construction of an extension of Gene George Boulevard, Phase I, for \$4,797,830.50.

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

PASSED AND APPROVED this ____ day of September, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 119-21.

ORDINANCE NO. 5649 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located on East Emma Avenue (Parcel #815-30757-000). The property owner is Emma Corner Funding LLC.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5649.

RESOLUTION NO. 120-21 – TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS

City Attorney Ernest Cate presented a Resolution to levy Washington County Ad Valorem Taxes of the City of Springdale, Arkansas.

RESOLUTION NO. ____

A RESOLUTION TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year; and,

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

WHEREAS, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

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

SECTION 1: That the following levies be approved for collection in the year 2022 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2021 property tax levy to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL
PROPERTY		
GENERAL FUND	.0047	.0047
FIREMEN’S PENSION	.0005	.0005
POLICEMEN’S PENSION	.0005	.0005
TOTAL	<u>.0057</u>	<u>.0057</u>

SECTION 2: The 2021 voluntary taxes to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL
PROPERTY		
CITY FIRE FUND	.0015	.0015
LIBRARY	.001	.001
TOTAL	<u>.0025</u>	<u>.0025</u>

SECTION 3: The voluntary taxes will be printed in the Washington County Tax Collector's office and shall be billed and collected by the Washington County Tax Collector's office.

PASSED AND APPROVED this ____ day of September, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 120-21.

RESOLUTION NO. 121-21 – TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS

City Attorney Ernest Cate presented a Resolution to levy Benton County Ad Valorem Taxes of the City of Springdale, Arkansas.

RESOLUTION NO. ____

A RESOLUTION TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year; and,

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

WHEREAS, all property taxes will be collected by the County Clerk and Tax Collector of Benton County.

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

SECTION 1: That the following levies be approved for collection in the year 2022 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Benton County.

SPRINGDALE CITY COUNCIL
SEPTEMBER 28, 2021

The 2021 property tax levy to be collected by the Benton County Tax Collector are as follows:

	REAL ESTATE	PERSONAL
PROPERTY		
GENERAL FUND	.0047	.0047
FIREMEN’S PENSION	.0005	.0005
POLICEMEN’S PENSION	.0005	.0005
TOTAL	.0057	.0057

PASSED AND APPROVED this ____ day of SEPTEMBER, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 121-21.

PROPOSED RESOLUTION AUTHORIZING AN UPDATE TO THE DOWNTOWN MASTER PLAN

This item has been referred back to the Ordinance Committee meeting on Monday, October 4, 2021 at 5:30 p.m.

SPRINGDALE RECREATION CENTER RECOGNIZED

The Springdale Recreation Center was recognized by the Arkansas Recreation and Parks Association as the Indoor Facility of the Year.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:50 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer