

- **The next Committee Meeting date will be discussed at tonight's meeting.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF CRIMINAL JUSTICE BUILDING
Tuesday, February 14th, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Jeff Watson

1. Call to Order – Mayor Doug Sprouse
2. Roll Call – Denise Pearce, City Clerk/Treasurer
3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, January 24th, 2023.**

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 8A, 9A, 12, 13, and 14.* (Motion must be approved by two-thirds (2/3) of the council members).

7. **Downtown Springdale Alliance Report.** Presented by Jill Dabbs.

8. Parks and Recreation Committee by Chairman Mike Lawson

A. **A Resolution** authorizing the southeast Cal Ripken Ballfield at Tyson Park be named for Justin Harp. Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. **Pg.1**

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

- A. **An Ordinance** accepting the replat of lots 5A and 5B, Elm Springs Heights Subdivision to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 2-5

10. Finance Committee by Chairwoman Amelia Williams

- A. **An Ordinance** calling a Special Election in the City of Springdale, Arkansas on the questions of issuing bonds under Amendment No. 62 to the Constitution of the State of Arkansas for the purpose of refinancing and financing the cost of capital improvements; levying a one percent (1%) sales and use tax for the purpose of retiring such bonds; and prescribing other matters pertaining thereto. Presented by Shep Russell, Friday Firm. Pgs. 6-13
- B. **A Resolution** authorizing the execution of a Professional Services Agreement for testing services on Dixieland Road Extension. Forwarded from Committee with recommendation for approval. Presented by Ryan Carr, Engineering. Pgs. 14-25
- C. **A Resolution** to appropriate funds for the purchase of a vehicle for use on the trail system. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Active Transportation Coordinator. Pgs. 26-32
- D. **A Resolution** expressing the willingness of the City of Springdale to utilize federal funding for the following project: Dean's Trail Phase IIIA. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Active Transportation Coordinator. Pg. 33
- E. **A Resolution** authorizing the purchase of a software program for Public Works, Engineering, Community Engagement, and Planning; and to waive competitive bidding. Forwarded from Committee with recommendation for approval. Presented by Mark Gutte, IT Director. Pgs. 34-51

11. Police and Fire Committee by Chairman Brian Powell

- A. **A Resolution** to waive competitive bidding for the purchase of vehicles and associated vehicle equipment for the Springdale Fire Department. Forwarded from Committee with recommendation for approval. Presented by Chief Jim Vaughan, Fire Department. Pgs. 52-56

12. **An Ordinance** authorizing the City Clerk to file a lien for the razing and removal of a structure within the City of Springdale, Arkansas,

located at 983 W. Sunset Avenue, Springdale, Arkansas; and declaring an emergency. Presented by Ernest Cate, City Attorney.

Pgs. 57-63

13. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 64-78

14. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 79-85

15. **A Discussion** on a date for the 2nd Committee Meeting in February.

16. Comments from Council Members.

17. Comments from City Attorney.

18. Comments from Mayor

19. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SOUTHEAST
CAL RIPKEN BALLFIELD AT TYSON PARK BE NAMED
FOR JUSTIN HARP.**

WHEREAS, Justin Harp was a long-time supporter of youth baseball in the City of Springdale, Arkansas, and his contributions have had a lasting impact on youth sports in the City of Springdale;

WHEREAS, the City of Springdale, Arkansas, recognizes the positive impact that Justin Harp made to youth sports in the City of Springdale, Arkansas; and,

WHEREAS, the City of Springdale, Arkansas, wishes to recognize Justin Harp by designating and naming the Southeast Cal Ripken Ballfield at Tyson Park as “Justin Harp Field”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Southeast Cal Ripken Ballfield at Tyson Park will hereafter be known as Justin Harp Field.

PASSED AND APPROVED this _____ day of _____, 2023.

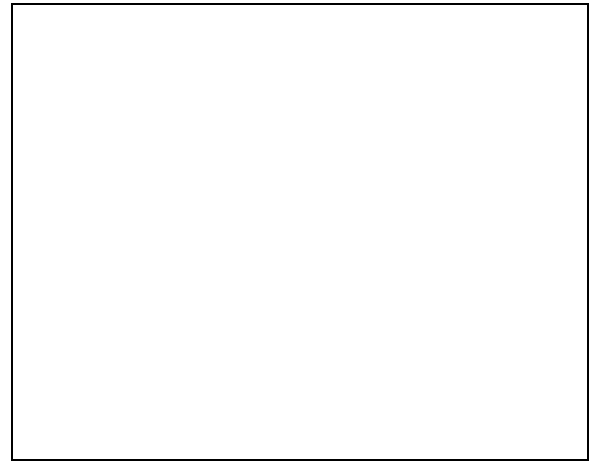
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT (RP23-02)
OF LOTS 5A & 5B, ELM SPRINGS HEIGHTS
SUBDIVISION TO THE CITY OF SPRINGDALE
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Benton County, Arkansas, being more particularly described as follows, to-wit:

Lot 5C

Part of Lot 5A, Elm Springs Heights, Benton County, Arkansas being more particularly described as follows:

Beginning at an existing pipe marking the Northwest Corner of Lot 5A. Thence along the North line of said Lot 5A, South 87 degrees 17 minutes 11 seconds East, 229.94 feet to a set rebar with cap. Thence leaving said North line, South 02 degrees 37 minutes 47 seconds West, 200.02 feet to a set rebar with cap on the South line of Lot 5A. Thence along the South line of said Lot 5A,. Thence North 87 degrees 16 minutes 53 seconds West, 229.94 feet to an existing rebar marking the Southwest Corner of Lot 5A, said point being on the East right of way line of Roma Drive. Thence along the West line of said Lot 5A and along said right of way line, North 02 degrees 37 minutes 47 seconds East, 200.00 feet to the Point of Beginning, containing 1.06 acres and subject to any Easements of Record.

Lot 5D

Part of Lot 5A & part of Lot 5B, Elm Springs Heights, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing pipe marking the Northwest Corner of Lot 5A. Thence along the North line of said Lot 5A, South 87 degrees 17 minutes 11 seconds East, 229.94 feet to a set rebar with cap and the Point of Beginning. Thence continuing along the North line of said Lot 5A and along the North line of said Lot 5B the following bearings and distances: South 87 degrees 17 minutes 11 seconds East, 308.82 feet to an existing rebar. South 81 degrees 24 minutes 25 seconds East, 30.00 feet to an existing p/k nail marking the Northeast Corner of Lot 5B. Thence along the East line of said Lot 5B, South 09 degrees 22 minutes 04 seconds West, 95.75 feet. Thence leaving said East line, North 87 degrees 17 minutes 11 seconds West, 327.43 feet to a set rebar with cap. Thence North 02 degrees 37 minutes 47 seconds East, 98.18 feet to the Point of Beginning, containing 0.75 of an acre and subject to Highway Rights of Way and any Easements of Record.

Lot 5E

Part of Lot 5A & part of Lot 5B, Elm Springs Heights, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing pipe marking the Northwest Corner of Lot 5A. Thence along the North line of said Lot 5A, South 87 degrees 17 minutes 11 seconds East, 229.94 feet to a set rebar with cap. Thence leaving said North line, South 02 degrees 37 minutes 47 seconds West, 98.18 feet to a set rebar with cap and the Point of Beginning. Thence South 87 degrees 17 minutes 11 seconds East, 327.43 feet to the East line of Lot 5B. Thence along the East line of said Lot 5B the following bearings and distances: South 09 degrees 22 minutes 04 seconds West, 68.21 feet. South 15 degrees 44 minutes 02 seconds West, 35.02 feet to an existing p/k nail marking the Southeast Corner of Lot 5B. Thence along the South line of Lot 5B and the South line of Lot 5A, North 87 degrees 16 minutes 53 seconds West, 311.48 feet to a set rebar with cap. Thence leaving the South line of Lot 5A, North 02 degrees 37 minutes 47 seconds East, 101.84 feet to the Point of Beginning, containing 0.75 of an acre and subject to Highway Rights of Way and any Easements of Record.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 5A & 5B, ELM SPRINGS HEIGHTS SUBDIVISION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF LOTS 5A & 5B, ELM SPRINGS HEIGHTS SUBDIVISION, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

CERTIFICATE OF TRANSMITTAL, OWNERSHIP & ORDINANCE

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all street, alleys, easements, parks, and other open spaces to public or private use as noted. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law. The Undersigned further certify that the required ordinance of acceptance is in order having been approved by the City Attorney on _____

Date of Execution: _____

Signed: _____
Marianne Lewis

Signed: _____
Michael Lewis

CERTIFICATE OF ACCEPTANCE

The undersigned hereby certify that this plat meets current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertain to this plat and to the offices of responsibility shown below.

Date _____ Signature _____

Acceptance of Dedication _____ City Clerk

Approval for Recording _____ Mayor

Commission _____ Director, Planning and Community Development Division

Water and Sewer _____ Secretary, Planning Commission

Streets and Drainage _____ Chairman, Planning Commission

_____ Engineer, Springdale Water Utilities

_____ City Engineer

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this day before me, the undersigned Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person(s), _____ and _____

known to me to be the person(s) whose name(s) are subscribed to the within instruments and acknowledge that he/she/they executed the same for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

CERTIFICATE OF SURVEYING ACCURACY

I, _____ hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____

Registered Land Surveyor
No. _____
State of Arkansas

STATEMENT OF NON-BUILDABILITY

APPROVAL OF THIS PLAN DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF BENTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

STATEMENT OF NON-ASSURANCE

THE APPROVAL OF THIS PLAT DOES NOT CARRY ANY ASSURANCE THAT THE TRACT OR TRACTS WILL QUALIFY FOR A SEPTIC SYSTEM PERMIT FROM THE ARKANSAS HEALTH DEPARTMENT.

Satterfield Land Surveyors P.A., Copyright 2022

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.



REFERENCE DEED
SURVEY REFERENCES
1 - SATTERFIELD LAND SURVEYORS - #31,253 - 7/16/04

BASIS OF BEARING
ARKANSAS STATE PLANE COORDINATES GRID NORTH 1983.

TRACT SPLIT

PROPERTY DESCRIPTION

PARCEL #21-01520-000

Parent Tract 1

Lot 5A, Elm Springs Heights, Benton County, Arkansas containing 1.56 acres and subject to any Easements of Record.

PARCEL #21-01521-000

Parent Tract 2

Lot 5B, Elm Springs Heights, Benton County, Arkansas containing 1.00 acre and subject to Highway Rights of Way and any Easements of Record.

Lot 5C

Part of Lot 5A, Elm Springs Heights, Benton County, Arkansas being more particularly described as follows:

Beginning at an existing pipe marking the Northwest Corner of Lot 5A. Thence along the North line of said Lot 5A, South 87 degrees 17 minutes 11 seconds East, 229.94 feet to a set rebar with cap. Thence leaving said North line, South 02 degrees 37 minutes 47 seconds West, 200.02 feet to a set rebar with cap on the South line of Lot 5A. Thence along the South line of said Lot 5A, Thence North 87 degrees 16 minutes 53 seconds West, 229.94 feet to an existing rebar marking the Southwest Corner of Lot 5A, said point being on the East right of way line of Roma Drive. Thence along the West line of said Lot 5A and along said right of way line, North 02 degrees 37 minutes 47 seconds East, 200.00 feet to the Point of Beginning, containing 1.06 acres and subject to any Easements of Record.

REPLAT OF LOTS 5A & 5B OF ELM SPRINGS HEIGHTS SUBDIVISION

Lot 5D

Part of Lot 5A & part of Lot 5B, Elm Springs Heights, Benton County, Arkansas being more particularly described as follows:

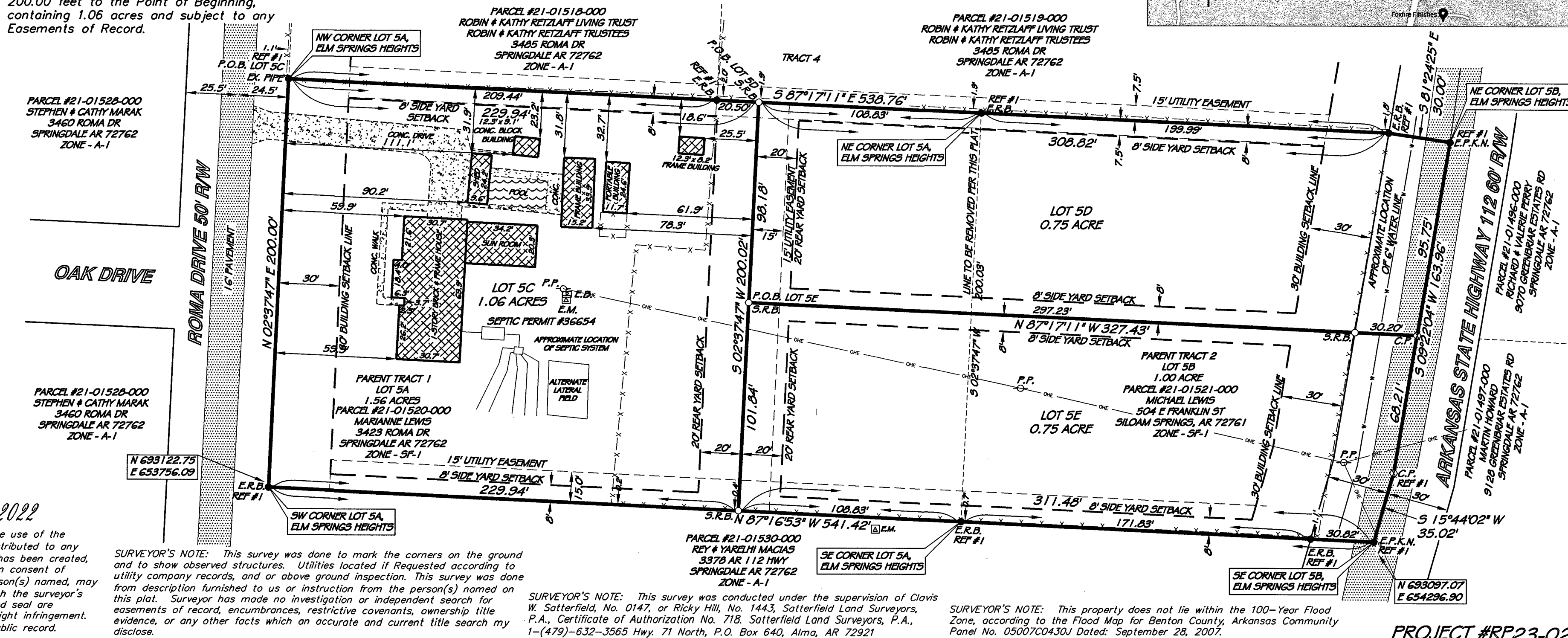
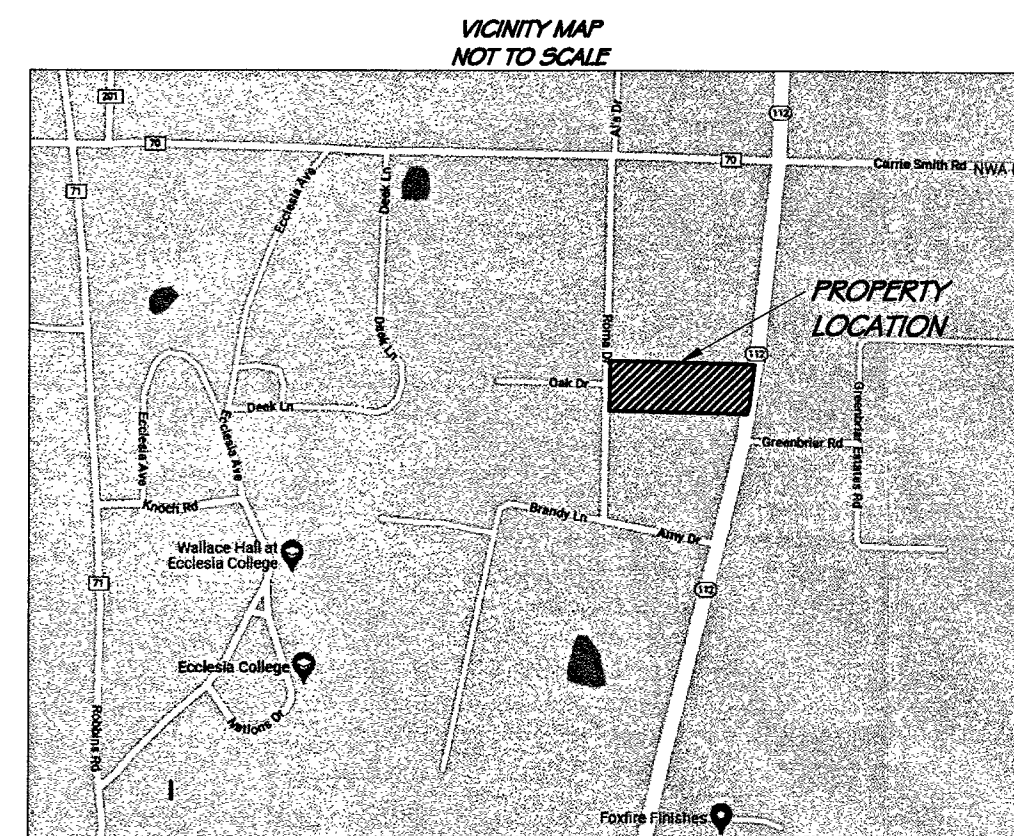
Commencing at an existing pipe marking the Northwest Corner of Lot 5A. Thence along the North line of said Lot 5A, South 87 degrees 17 minutes 11 seconds East, 229.94 feet to a set rebar with cap and the Point of Beginning. Thence continuing along the North line of said Lot 5A and along the North line of said Lot 5B the following bearings and distances: South 87 degrees 17 minutes 11 seconds East, 308.82 feet to an existing rebar. South 81 degrees 24 minutes 25 seconds East, 30.00 feet to an existing p/k nail marking the Northeast Corner of Lot 5B. Thence along the East line of said Lot 5B, South 09 degrees 22 minutes 04 seconds West, 95.75 feet. Thence leaving said East line, North 87 degrees 17 minutes 11 seconds West, 327.43 feet to a set rebar with cap. Thence North 02 degrees 37 minutes 47 seconds East, 98.18 feet to the Point of Beginning, containing 0.75 of an acre and subject to Highway Rights of Way and any Easements of Record.

Lot 5E

Part of Lot 5A & part of Lot 5B, Elm Springs Heights, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing pipe marking the Northwest Corner of Lot 5A. Thence along the North line of said Lot 5A, South 87 degrees 17 minutes 11 seconds East, 229.94 feet to a set rebar with cap. Thence leaving said North line, South 02 degrees 37 minutes 47 seconds West, 98.18 feet to a set rebar with cap and the Point of Beginning. Thence South 87 degrees 17 minutes 11 seconds East, 327.43 feet to the East line of Lot 5B. Thence along the East line of said Lot 5B the following bearings and distances: South 09 degrees 22 minutes 04 seconds West, 68.21 feet. South 15 degrees 44 minutes 02 seconds West, 35.02 feet to an existing p/k nail marking the Southeast Corner of Lot 5B. Thence along the South line of Lot 5B and the South line of Lot 5A, North 87 degrees 16 minutes 53 seconds West, 311.48 feet to a set rebar with cap. Thence leaving the South line of Lot 5A, North 02 degrees 37 minutes 47 seconds East, 101.84 feet to the Point of Beginning, containing 0.75 of an acre and subject to Highway Rights of Way and any Easements of Record.

- LEGEND
- E.R.B. - 1/2" EXISTING REBAR
 - E.P.K.N. - EXISTING P/K NAIL
 - EX. PIPE - EXISTING PIPE
 - S.R.B. - 1/2" SET REBAR WITH CAP
 - C.P. - COMPUTED POINT
 - P.P. - POWER POLE
 - E.B. - ELECTRIC BOX
 - E.M. - ELECTRIC METER
 - BUILDING
 - PAVEMENT
 - COVERED AREA
 - CONC. - CONCRETE
 - POOL
 - BUILDING
 - BOUNDARY
 - CENTERLINE
 - CONC. - CONCRETE
 - EASEMENT
 - FENCE
 - LOT LINE
 - EDGE OF PAVEMENT
 - RIGHT OF WAY LINE



SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if Requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, or Ricky Hill, No. 1443, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Benton County, Arkansas Community Panel No. 05007C0430J Dated: September 28, 2007.

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL
1928 HWY 71 NORTH
ALMA, AR, 72921
PHONE:
(479)632-3565
EMAIL:
ricky@slsurveying.com

CONTACT: AARON DUNN
2465 N. COMMON DR.
FAYETTEVILLE, AR 72703
PHONE: (479) 841-7367

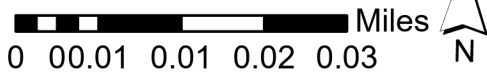
DRAWN BY: J.D.B.
SCALE: 1"=40'
DATE: 12-14-22
JOB NO. 47,788
Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

PROJECT #RP23-02



Planning Commission Meeting
February 7, 2023

PROJECT: RP23-02
APPLICANT: Marianne Lewis and Michael Allen Lewis
REQUEST: Replat of Elm Springs Heights, Lots 5A and 5B



ORDINANCE NO. _____

AN ORDINANCE CALLING A SPECIAL ELECTION IN THE CITY OF SPRINGDALE, ARKANSAS ON THE QUESTIONS OF ISSUING BONDS UNDER AMENDMENT NO. 62 TO THE CONSTITUTION OF THE STATE OF ARKANSAS FOR THE PURPOSE OF REFINANCING AND FINANCING THE COST OF CAPITAL IMPROVEMENTS; LEVYING A ONE PERCENT (1%) SALES AND USE TAX FOR THE PURPOSE OF RETIRING SUCH BONDS; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City Council of the City of Springdale, Arkansas (the "City") has determined that the City is greatly in need of the following capital improvements of a public nature:

(a) new, and improvements to existing, streets, roads, trails, bridges and sidewalks including particularly, without limitation, any curb, gutter, drainage, flood control and other related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments and traffic signals related thereto (the "Street Improvements");

(b) park and recreational facilities and improvements including particularly, without limitation, upgrades to existing parks and a new recreation center, and any necessary land acquisition, equipment and parking, drainage, flood control, lighting, street and utility improvements therefor (the "Park and Recreational Improvements");

(c) facilities, equipment and apparatus for the City's fire department, including particularly, without limitation, a new fire station and training facilities, and any necessary land acquisition and parking, drainage, flood control, street, lighting and utility improvements therefor (the "Fire Department Improvements"); and

(d) a new senior center including necessary equipment, furniture, fixtures, land acquisition, drainage, flood control, street, utility and parking improvements therefor (the "Senior Center Improvements"); and

WHEREAS, the City has outstanding \$145,790,000 in principal amount of its Sales and Use Tax Refunding and Improvement Bonds, Series 2018 (the "Series 2018 Bonds") and \$43,685,000 in outstanding principal amount of its Sales and Use Tax Refunding Bonds, Taxable Series 2020 (the "Series 2020 Bonds"); and

WHEREAS, the Series 2018 Bonds, which financed and refinanced various capital improvements, are secured by and payable from collections of a 1% City-wide sales and use tax levied pursuant to Ordinance No. 5223 of the City adopted November 28, 2017 (the "2018 Tax"); and

WHEREAS, the 2018 Tax is levied and collected for the sole purpose of paying the Series 2018 Bonds; and

WHEREAS, the Series 2020 Bonds, which refinanced various capital improvements, are secured by and payable from the collections of a 1% City-wide sales and use tax levied pursuant to Ordinance No. 2082 of the City adopted March 13, 1992 (the "1992 Tax"); and

WHEREAS, the indebtedness represented by the Series 2020 Bonds can be paid and secured with collections of the 2023 Tax identified below; and

WHEREAS, the 1992 Tax was levied for general municipal purposes and will continue to be levied for general municipal purposes after the Series 2020 Bonds are retired; and

WHEREAS, the City Council has determined that it is essential that the Series 2018 Bonds be refunded to allow the Street Improvements, the Park and Recreational Improvements, the Fire Department Improvements and the Senior Center Improvements to be financed without a tax increase; and

WHEREAS, the City Council has further determined that the Series 2020 Bonds should be refunded in order that collections of the 1992 Tax be released from the pledge in favor of the Series 2020 Bonds and used entirely for general municipal purposes; and

WHEREAS, the City Council proposes to finance all or a portion of the costs of refunding the Series 2018 Bonds and the Series 2020 Bonds and accomplishing the Street Improvements, the Park and Recreational Improvements, the Fire Department Improvements and the Senior Center Improvements by the issuance of capital improvement bonds (the "Bonds") under the authority of Amendment No. 62 to the Constitution of the State of Arkansas ("Amendment 62") and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), allocated as follows: \$135,000,000 in maximum principal amount for the Street Improvements; \$16,250,000 in maximum principal amount for the Park and Recreational Improvements; \$7,750,000 in maximum principal amount for Fire Department Improvements; \$16,250,000 in maximum principal amount for Senior Center Improvements; \$140,000,000 in maximum principal amount for the refunding of the Series 2018 Bonds; and \$45,000,000 in maximum principal amount for the refunding of the Series 2020 Bonds; and

WHEREAS, the City can pay the principal of and interest on the Bonds from the proceeds of a 1% sales and use tax to be levied under the authority of the Authorizing Legislation that will replace the 2018 Tax; and

WHEREAS, the purpose of this Ordinance is to submit to the electors of the City the questions of issuing the Bonds under Amendment 62 and the Authorizing Legislation at a special election to be called for that purpose and to levy a replacement sales and use tax at the rate of 1% on the receipts from the sales at retail within the City of all items which are subject to taxation under the Arkansas Gross Receipts Act of 1941, as amended (A.C.A. §§26-52-101, et seq.), and the receipts

from storing, using, distributing or consuming within the City tangible personal property under the Arkansas Compensating Tax Act of 1949, as amended (A.C.A. §§26-53-101, et seq.) (collectively, the "2023 Tax" or the "Sales and Use Tax");

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Springdale, Arkansas:

Section 1. There be, and there is hereby called, a special election to be held on May 9, 2023, at which election there shall be submitted to the electors of the City the questions of issuing the Bonds under Amendment 62 and the Authorizing Legislation to pay all or a portion of the costs of refunding the Series 2018 Bonds and the Series 2020 Bonds and accomplishing the Street Improvements, the Park and Recreational Improvements, the Fire Department Improvements and the Senior Center Improvements in the maximum principal amounts described above, to be payable from collections of the Sales and Use Tax remaining after the State of Arkansas deducts its administrative charges and required rebates.

Section 2. In order to provide for the payment of the principal of and interest on the Bonds and all obligations of the City in connection therewith, there is hereby levied the Sales and Use Tax. The levy of the Sales and Use Tax shall not become effective until the special election called in Section 1 above has been held and the issuance of the Bonds for one or more of the purposes is approved by the voters; provided, however, that no Bonds will be issued unless the issuance of the Bonds for the refunding of the Series 2018 Bonds is approved. The effective date of the 2023 Tax will be the day following the date the 2018 Tax expires. The Sales and Use Tax shall be levied and collected on the gross receipts, gross proceeds or sales price in the maximum amount allowed from time to time under Arkansas law, subject to rebates and limitations as required for certain single transactions as from time to time required by Arkansas statutes.

Section 3. The questions of issuing the Bonds shall be placed on the ballot for the election in substantially the following form:

The bonds described below that are approved may be combined into a single issue or may be issued in series from time to time. If the bonds for one or more of the purposes are approved and one of such purposes is the Series 2018 Refunding Bonds, the City may cause to be levied a replacement 1% sales and use tax, the net collections of which remaining after the State of Arkansas deducts its administrative charges and required rebates, will be used solely to retire the bonds and obligations of the City with respect thereto. The tax will replace the City's existing 1% sales and use tax levied in 2018 for the sole purpose of retiring bonds. The effective date of the new tax will be the day following the date the existing tax expires. The rate of taxation will be 1% even if bonds for more than one purpose are approved. No bonds will be issued for any purpose unless the Series 2018 Refunding Bonds are also approved.

SERIES 2018 REFUNDING BONDS

An issue of bonds of the City of Springdale in the maximum aggregate principal amount of \$140,000,000 for the purpose of financing all or a portion of the costs of refunding the City's outstanding Sales and Use Tax Refunding and Improvement Bonds, Series 2018, professional fees related to the foregoing, the establishment of reserves, and bond issuance and any credit enhancement costs, and, in order to pay the bonds, the levy and pledge of a 1% local sales and use tax within the City that will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes.

FOR.....
AGAINST.....

SERIES 2020 REFUNDING BONDS

An issue of bonds of the City of Springdale in the maximum aggregate principal amount of \$45,000,000 for the purpose of financing all or a portion of the costs of refunding the City's outstanding Sales and Use Tax Refunding Bonds, Taxable Series 2020, professional fees related to the foregoing, the establishment of reserves, and bond issuance and any credit enhancement costs, and, in order to pay the bonds, the levy and pledge of a 1% local sales and use tax within the City that will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes.

FOR.....
AGAINST.....

STREET IMPROVEMENT BONDS

An issue of bonds of the City of Springdale in the maximum aggregate principal amount of \$135,000,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, streets, roads, trails, bridges and sidewalks including particularly, without limitation, any curb, gutter, drainage, flood control and other related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments and traffic signals related thereto, professional fees related to any of the foregoing, the establishment of reserves, and bond issuance and any credit enhancement costs, and, in order to pay the bonds, the levy and pledge of a new 1% local sales and use tax within the City that will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes.

FOR.....
AGAINST.....

PARK AND RECREATIONAL IMPROVEMENT BONDS

An issue of bonds of the City of Springdale in the maximum aggregate principal amount of \$16,250,000 for the purpose of financing all or a portion of the costs of park and recreational facilities and improvements including particularly, without limitation, upgrades to existing parks and a new recreation center, and any necessary land acquisition, equipment and parking, drainage, flood control, lighting, street and utility improvements therefor, professional fees related to any of the foregoing, the establishment of reserves, and bond issuance and any credit enhancement costs, and, in order to pay the bonds, the levy and pledge of a new 1% local sales and use tax within the City that will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes.

FOR.....
AGAINST.....

FIRE DEPARTMENT IMPROVEMENT BONDS

An issue of bonds of the City of Springdale in the maximum aggregate principal amount of \$7,750,000 for the purpose of financing all or a portion of the costs of facilities, equipment and apparatus for the City's fire department, including particularly, without limitation, a new fire station and training facilities, and any necessary land acquisition and parking, drainage, flood control, street, lighting and utility improvements therefor, professional fees related to any of the foregoing, the establishment of reserves, and bond issuance and any credit enhancement costs, and, in order to pay the bonds, the levy and pledge of a new 1% local sales and use tax within the City that will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes.

FOR.....
AGAINST.....

SENIOR CENTER IMPROVEMENT BONDS

An issue of bonds of the City of Springdale in the maximum aggregate principal amount of \$16,250,000 for the purpose of financing all or a portion of the costs of a new senior center including necessary equipment, furniture, fixtures, land acquisition, drainage, flood control, street, utility and parking improvements therefor, professional fees related to any of the foregoing, the establishment of reserves, and bond issuance and any credit enhancement costs, and, in order to pay the bonds, the levy and pledge of a new 1% local sales and use tax within the City that will expire after the bonds have been paid or provision is made therefor in accordance with Arkansas statutes.

FOR.....
AGAINST.....

Section 4. The election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for municipal elections unless otherwise provided in the Authorizing Legislation and only qualified voters of the City shall have the right to vote at the election.

Section 5. The results of the election shall be proclaimed by the Mayor, and his Proclamation shall be published one time in a newspaper having a general circulation in the City, which Proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the courts within thirty days after the date of publication.

Section 6. A copy of this Ordinance shall be (a) filed with the Benton and Washington County Clerks at least 70 days prior to the election date and (b) given to the Benton and Washington County Boards of Election Commissioners so that the necessary election officials and supplies may be provided. A certified copy of this Ordinance shall also be provided to the Commissioner of Revenues of the State of Arkansas as soon as practical.

Section 7. The Mayor and City Clerk, for and on behalf of the City, be and they are hereby authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the issuance of the Bonds is approved by the electors, to cause the Sales and Use Tax to be collected in accordance with the Authorizing Legislation, and to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 8. If the Bonds for the refunding of the Series 2018 Bonds are approved by the voters and if such Bonds are issued, the 2018 Tax shall be abolished at the proper time so that the 2023 Tax and the 2018 Tax are not in effect at the same time. Collections of the 2018 Tax received after the Bonds are issued shall be used, if necessary or appropriate, to provide for the payment of the Bonds.

Section 9. If any Bonds are approved and issued, the City intends to negotiate with Crews & Associates, Inc. and Stephens Inc., which have assisted the City in preparation of the Bond size and repayment structure, for the sale of the Bonds that may be issued from time to time.

Section 10. The provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 11. All ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

PASSED: _____, 2023.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of Springdale, Arkansas hereby certifies that the foregoing pages are a true and perfect copy of Ordinance No. _____, passed at a _____ session of the City Council of Springdale, Arkansas, held at the regular meeting place of the City Council at _____ o'clock p.m., on the ____ day of _____, 2023, and that the Ordinance is of record in Ordinance Record Book No. _____, Page _____ now in my possession.

GIVEN under my hand and seal this _____ day of _____, 2023.

City Clerk

(SEAL)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR TESTING SERVICES ON DIXIELAND ROAD
EXTENSION**

WHEREAS, the City of Springdale is in need of testing services for the Dixieland Road Extension project;

WHEREAS, Grubbs, Hoskyn, Barton & Wyatt, Inc. performed the geotechnical engineering work for this project;

WHEREAS, the price not to exceed amount for professional testing services shall be \$30,000.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Grubbs, Hoskyn, Barton, & Wyatt, Inc. for testing services to be paid from the 2018 Street Bond Fund.

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

PASSED AND APPROVED this _____ day of February, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

January 10, 2023
Proposal No. SP23-002

City of Springdale
201 Spring Street
Springdale, Arkansas 72764

Attn: Mr. John Easterling
Special Projects Administrator

**REF: PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES
SOUTH DIXIELAND ROAD EXTENSION
SPRINGDALE, ARKANSAS**

Dear Mr. Easterling,

We are pleased to submit this proposal for construction materials testing (CMT) services for the above-referenced project. This proposal is based on your request for proposal, plans and specification provided by Garver and the geotechnical report submitted by us (GHBW Report # 19-111 dated May 26, 2020).

The project includes extending South Dixieland Road approximately 5,300 linear ft from W. Apple Blossom Road down to Wagon Wheel Road. The roadway will be 3 lanes with a total width of 36 ft (back-of-curb to back-of-curb). The new alignment consists of open fields. Site grading along the majority of the alignment is expected to roughly follow existing grades with minor cuts and fills. Flexible pavements are planned for the project.

Scope of Services

We have developed our scope of services based on our understanding of the project and our experience with projects of similar size and scope. Our scope of services is expected to include but not limited to:

- Monitoring site preparation to confirm the site is suitable for fill placement, including proof-rolling and undercut observations
- Monitoring selection and placement of fill and backfill and performing field density and moisture testing to verify compaction of engineered fill and Class 7 base.
- Performing laboratory testing (Proctors, classification tests) of proposed borrow soils and as required during field testing
- Testing of hot-mix asphalt and testing asphalt cores for density

- Sampling and testing of fresh concrete (slump, air content, temperature) preparing test cylinders, and curing and compression testing of the hardened concrete test cylinders
- Providing engineering review and oversight of on-site and laboratory services and engineering consultation as needed/requested; and
- Preparing and furnishing reports of all monitoring, observations and testing activities.

Cost Estimate

For this project, we estimate a cost of **\$30,000** for our services. We will not exceed this cost without written approval from the client. This cost estimate is based on the anticipated scope of work and assuming our services can be provided on an on-call basis. Additional costs could be incurred for services beyond the provided scope. Charges for our services will be based on the attached schedule of fees.

Our fee schedule for hourly rates is attached as Schedule 46.02 (May 2022). Hourly rates include equipment for the anticipated field testing. Hourly rates also apply to travel time between our Springdale office and the job site plus a mileage charge per the attached fee schedule. For this project, we plan to provide personnel and hourly rates as follows:

Principal Engineer	\$140.00/Hour
Staff Engineer	\$110.00/Hour
Senior Technician for field density and concrete	\$70.00/Hour
Report Preparation and Reproduction	\$60.00/Hour

Our Standard Fee Schedules and General Conditions (Schedule 40.01) are included for your review. Should you have any questions regarding the rates and/or testing procedures submitted above, please contact us. We look forward to the opportunity to provide construction materials testing services for you on this project. If the proposed fees are acceptable, please sign below and return one copy for authorization.

Respectfully,
**GRUBBS, HOSKYN,
BARTON & WYATT, INC.**



Subra T. Bhat, Ph.D., P.E.
Vice President/Manager of Springdale Office

Copies submitted:

City of Springdale

Attn: Mr. John Easterling (email)
Special Projects Administrator

Attachments:

Schedule 40.01 (May 2022)
Schedule 42.07 (May 2022)
Schedule 46.02 (May 2022)

Authorized By: _____

Date: _____

**STANDARD FEES AND GENERAL CONDITIONS FOR
ENGINEERING AND TECHNICAL SERVICES**

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs, Hoskyn, Barton & Wyatt, Inc. and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 Analysis, consultation and report preparation. Fees for our professional services are included in the attached proposal.

2.2 Reimbursable expenses. Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for transportation in our company automobiles, \$0.90 per mile
- b) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1 On-site Responsibilities and Risks

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.
- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and underground property caused by our operations, but we have not included in our fee the cost of repairing such damage. If Client desires us to repair and/or pay for damages, we will undertake the repairs and add the cost to our fee.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Client agrees to hold Grubbs, Hoskyn, Barton & Wyatt, Inc. and its officers, agents, employees, and subcontractors harmless for any damages to such structures, pipelines, and utilities which are not called to our attention and correctly shown on the plans furnished.

3.2 Warranty

- a) Services performed by Grubbs, Hoskyn, Barton & Wyatt, Inc. will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.
- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability coverage. For any damage caused by an error, omission, or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee less direct third-party costs, whichever is greater. In the event that Client does not wish to limit our professional liability to this sum, we agree to waive this limitation upon receiving Client's written request, and Client agrees to pay an additional consideration of 4 percent of our total fee or \$500, whichever is greater.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney's fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client's instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for three (3) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of Grubbs, Hoskyn, Barton & Wyatt, Inc. Applicable charges are given in one or more schedules of the following series:

- 4.1** Laboratory Testing Fees
- 4.2** Field Charges for Foundation Investigations
- 4.3** Rates for Construction Surveillance and Consultation

LABORATORY AND FIELD TESTING FEES

<u>Test No.</u>	<u>Unit Price</u>
1. CEMENT TESTS	Quoted on Request
2. AGGREGATE TESTS	
<u>Grain Size Tests</u>	
2.1. Sieve analysis fine aggregate and soils, through #200 sieve, each sample.....	\$ 50.00
2.2. Percent passing a single sieve, each	\$ 30.00
2.3. Grain size tests, coarse aggregate over 5 lb sample weight	\$ 120.00
<u>Properties</u>	
2.5. Specific gravity and Absorption, for fine aggregate, each sample	\$ 80.00
2.6. Specific gravity and Absorption, for coarse aggregate, each sample	\$ 60.00
2.7. Unit weight, each sample	\$ 60.00
2.8. Absorption, each sample.....	\$ 40.00
2.9. Organic impurities, each sample (ASTM C40)	\$ 40.00
2.10. Soft particle, each sample (ASTM C142).....	\$ 100.00
2.11. Sand equivalent, each sample	\$ 120.00
2.12. Flat and elongated particles, each sample (ASTM D4791)	\$ 100.00
<u>Abrasion</u>	
* 2.12.1. Los Angeles Machine (ASTM C 131), each sample	\$ 225.00
* 2.12.2 Los Angeles Machine (ASTM C 535), each sample	\$ 350.00
2.12.3. Crushing and preparing sample, per hour	\$ 75.00
<u>Soundness</u>	
* 2.13. Sulfate or Magnesium soundness test (5 cycles)	\$ 500.00
3. CONCRETE STRENGTH TESTS	
<u>Concrete, Mortar or Grout Compressive Strength</u>	
3.1. Cylinder compressive strength test, each.....	\$ 15.00
3.2. Saw cutting cylinder for capping, each.....	\$ 10.00
3.3. Cube compressive strength, each.....	\$ 15.00
<u>Beam Flexural Strength</u>	
3.4. Beam flexural strength test, each.....	\$ 30.00
3.5. "Hold" specimens processed, but not tested, each	\$ 15.00
<u>Strength Estimate</u>	
3.6. Schmidt concrete test hammer	Quoted on Request
3.7. Windsor probe test, \$30.00 per location (probe costs) plus hourly rate	Quoted on Request
4. CONCRETE MIX DESIGNS	
4.1. Compute mix design using previously determined aggregate properties, each.....	Engineer Hourly Rate
4.2. Provide mix design/check contractors mix design by preparing trial batch mix using aggregate, admixtures, and cement furnished for use on project, each batch or each curve point	Technician Hourly Rate

All tests of aggregates, cement and admixtures to determine the basic physical properties and suitability are charged separately.

5. **CORING SERVICES** Quoted on Request

6. **CORE TESTS**

6.1. Capping and testing of cores (with sawing ends), each\$ 25.00

7. **SOIL AND BASE MATERIAL TESTS**

Classification and Index Tests

7.1.	Water content, per sample.....	\$ 5.00
7.2.	Liquid and plastic limits, per sample	
7.2.1	Method B dry preparation	\$ 60.00
7.2.2	Method B wet preparation	\$ 75.00
7.3.	Unit dry weight of sample.....	\$ 15.00
7.4.	Specific gravity	\$ 60.00
7.5.	Sieve analysis through #200 sieve, per sample.....	\$ 50.00
7.6.	Percent passing a single sieve, each.....	\$ 30.00
7.7.	Hydrometer test, each	\$ 100.00
7.8.	Double hydrometer, per sample	\$ 150.00
* 7.9.	Permeability of sand, constant head.....	\$ 200.00
* 7.10.	Permeability of silt or clay, falling head	\$ 150.00
* 7.11.	Permeability – Flexwall Test (undisturbed sample)	\$ 210.00
* 7.12.	Permeability – Flexwall Test (remolded sample)	\$ 250.00
* 7.13.	Laboratory soil resistivity	\$ 85.00
* 7.14.	pH	\$ 30.00
7.15.	Saw Cut Shelby Tube.....	\$ 30.00
7.15.1.	Shelby Tubes for permeability samples, each.....	35.00
7.16.	Preparation of sample or base material binder, each	\$ 50.00
7.17.	Sample preparation for soil with admixture, including admixtures and curing, per sample	\$ 75.00

Compaction and Control Tests

7.18.	Optimum moisture and density relationship	
7.18.1.	Standard compaction effort, per sample	\$ 150.00
7.18.2.	Modified compaction effort, per sample.....	\$ 150.00
7.19.	Laboratory relative density using vibratory table	\$ 150.00
7.20.	In-place density and moisture using nuclear equipment	Included In Hourly Technician Rate
7.21.	Lime modification optimum (LMO).....	Quoted on Request
7.22.	Sample preparation: soil mixtures and curing, per hour	\$ 75.00

Strength Tests

7.23.	California bearing ratio (CBR), per specimen (Proctor cost NOT included)	\$ 170.00
7.24.	Sample preparation: soil admixtures and curing for compaction and strength tests, per hour	\$ 75.00
7.25.	Soil-cement or soil-lime tests.....	Quoted on request
7.26.	Unconfined compression, soil	\$ 30.00

7.27.	Unconfined compression, rock (with saw cutting cost).....	\$ 45.00
7.28.	Unconsolidated-undrained – triaxial	\$ 35.00
* 7.29.	Consolidated-undrained – triaxial	Quoted on Request
* 7.30.	Consolidated-drained – triaxial	Quoted on Request
* 7.31.	Consolidated-drained – direct shear.....	\$ 200.00
* 7.32.	Residual strength – direct shear	\$ 300.00
* 7.33.	Multi-stage test for triaxial or direct shear	Two Times Test Price

Volume Change Tests

* 7.34.	Consolidation	\$ 250.00
* 7.35.	Swell test, swell pressure and percent swell	\$ 150.00

8. ASPHALTIC CONCRETE MIX DESIGNS

* 8.1.	Provide mix design using aggregates and asphalt furnished for use on project, Marshall Method.....	\$2500.00
* 8.2.	Compute mix design using previously determined aggregate properties such as gradation, specific gravity, and other design factors, each.....	Hourly Rate

9. ASPHALTIC CONCRETE TESTS

9.1.	Molding test specimens, each specimen	\$ 40.00
9.2.	Determine laboratory density or percent voids, each specimen	\$ 20.00
9.3.	Determine Marshall stability and flow value, each specimen	\$ 40.00
9.4.	Maximum theoretical specific gravity	\$ 60.00
9.5.	Extraction (percent of bitumen and aggregate gradation).....	\$ 185.00
9.6.	Laboratory density on field-cut specimen trimmed to size in laboratory (field cutting of specimens are charged separately)	\$ 20.00
9.7.	In-place density of asphalt course using nuclear equipment.....	Hourly Rate

10. MASONRY TESTS

Masonry Compressive Strength

10.1.	Mortar cube compressive strength, each.....	\$15.00
10.2.	Masonry grout compressive strength, each.....	\$15.00
* 10.3.	Masonry prism strength, each	\$85.00
* 10.4.	Masonry unit block strength, each	\$40.00

Masonry Mortar Mix Verification

* 10.5	Mix preparation and casting cubes per ASTM C-270 with flow test, each set (does not include strength test cost)	\$150.00
* 10.6	Water retention test (does not include mix preparation cost)	\$80.00

11. SPECIAL TESTS

Tests not listed above are performed, whether outside our laboratory at cost plus 15 percent or on an hourly basis (see Schedule 46.02 for Hourly Rates for Engineering and Technical Personnel).

- (1) Securing samples at local projects, plant or from supplier's stock will be charged at an hourly rate for the technician plus travel at \$0.90 per mile.
- (2) Rush assignments requiring unscheduled overtime are subject to a 50 percent surcharge.

* These tests are performed only in our Little Rock Laboratory. Additional charges for shipping or transporting samples from our Springdale Laboratory may be applicable.

**HOURLY RATES FOR
ENGINEERING AND TECHNICAL PERSONNEL**

	Hourly Rates
Senior Principal	\$130 to \$200
Principals	\$125 to \$165
Engineer Managers	\$110 to \$150
Senior Project Engineers	\$110 to \$150
Project Engineers/Project Geologist.....	\$100 to \$125
Staff Engineers/Staff Geologist	\$85 to \$110
Technician Supervisor	\$85 to \$110
CMT or Senior Technicians	\$65 to \$85
Engineering Aides and Draftspersons	\$50 to \$65

NOTES:

- (1) Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by-job basis.
- (2) Rates for tests performed in the laboratory will be in accordance with Schedule 42.04 or 42.07.
- (3) Overnight expenses will be charged at \$150.00 per night.
- (4) Travel out of town will be charged at a rate of \$0.90 per mile.
- (5) For local travel, i.e., within the town of the office location, a trip charge of \$20.00 per trip will apply.

RESOLUTION NO. _____

**A RESOLUTION TO APPROPRIATE FUNDS FOR THE
PURCHASE OF A VEHICLE FOR USE ON THE TRAIL
SYSTEM.**

WHEREAS, the Springdale Planning Department is in need of purchasing a vehicle which can be used on the Springdale Trail System;

WHEREAS, the advantages of a vehicle dedicated to use on the Trail System are many, including the ability to access trails to check for graffiti, trash, damage; manage trail contours; manage the adopt-a-trail program; use in special events; and quick access to remote areas of the trail that otherwise can only be reached by bicycle or walking;

WHEREAS, the Planning Department has obtained quotes for such a vehicle, and wishes to purchase the vehicle from Golf Cars of NWA, a Springdale company, in an amount not to exceed \$10,097.00, as shown on the attached estimate;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned vehicle from Golf Cars of NWA in an amount not to exceed \$10,097.00, to be paid from the unrestricted General Fund.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



DEPARTMENT FUNDING REQUEST

Department: <u>Planning</u>		Date: <u>1-24-23</u>
Point of Contact: <u>Mike Peters</u>	Amount Requested: <u>\$ 10,097</u>	
Date to be Presented to Committee: <u>2 / 6 / 20 23</u>		
Brief Description of Funding Request: <u>Purchase Golf car for trail use.</u>		
Funding Source: (General Fund, Special Fund, etc.) <u>General fund</u>		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input checked="" type="checkbox"/> \$5,000 - \$34,999 Requires 3 Quotes
Signature: <u>Mike Peters</u>		<input type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



To: Patsy Christy
From: Mike Peters
CC: Colby Fulfer
Date: January 24, 2023
Re: Trail Vehicle

Patsy,

As you are aware we have been exploring options for a vehicle to use on the trails.

It has been my preference for a vehicle capable of transporting four people with a fold down seat for light cargo. I would also prefer a vehicle with good range and low noise. After looking at the different options it became apparent that a battery operated vehicle with the desired range would be quite a bit more expensive than gasoline vehicles, and newer model gas cars are very quiet compared to utility type vehicles.

I contacted three dealers in the area and received three quotes, which are listed below. One quote did not have sales tax added, one had incorrect tax and the third showed a discount for a purchase contract that we are not a member of. I have adjusted the below prices for these issues.

While the Yamaha car is \$768 more than the Club Car I would recommend we purchase the Yamaha due to the convenience of the dealer being in town for repair / warranty work, and the Yamaha is quieter than the Club Car.

Vender	Brand	Cost
Golf Cars of NWA (Springdale)	Yamaha	\$10,097.00
Clear Creek Golf Car (Rogers)	Club Car	\$9,328.75
AR Golf and Powersports (Fayetteville)	EXGO	\$11,606.06

I have outlined some of the uses / benefits of having a trail vehicle:

- Quick access to remote areas of the trail that otherwise can only be reached with bicycle or walking.



SPRINGDALE™
WE'RE MAKING IT HAPPEN

- Ability to access trails to check for graffiti, trash, damage, etc...
- Managing our trail counters.
- Managing the Adopt-A-Trail program.
- Promoting trails use and programs by transporting members of the Active Transportation Committee, the public or special interest groups.
- Special events, transporting equipment, supplies and people.

If you need further information or have questions, please let me know.

Sincerely,

Mike Peters

Golf Cars of Fort Smith

1100 Wheeler Avenue
Fort Smith, AR 72901

GOLF CARS of NWA

9351 E Wagon Wheel Rd
Springdale, AR 72762

Estimate

Date	Estimate #
1/12/2023	438revised

Name / Address
City of Springdale Mike Peters - 479-750-8550 201 Spring Street Springdale, AR 72764 mpeters@springdalear.gov

Project

Description	Qty	U/M	Rate	Total
2022 Yamaha EFI, gas New Golf Car Electronic Fuel Injection QuietTech EFI Technology 4 Wheel Independent Suspension LED Head & Tail Lights Tinted Windshield Automotive style dash Rear view mirror, 2 USB Ports, Horn, Fuel Gauge and Padded steering wheel 10" Wheels & Tires with Hubcaps 4 Year Yamaha Warranty Rear Flip seat	1		8,600.00	8,600.00T
	1		600.00	600.00T

It is a pleasure to work with you. Golf Cars of NWA, 479-806-6805. Mark

Subtotal \$9,200.00

Sales Tax (9.5%) \$874.00

Total \$10,074.00



Proposal for The City of Springdale

Thank you for this opportunity. We hope that this proposal, plus the service and support that goes with it, will continue to earn your business.

2023 Club Car Tempo Fuel-Injected Gas Golf Cars

- Industry Best 5-Year Warranty
 - Headlights, taillights, brake lights, horn, and turn signals.
 - Canopy and fold down windshield
 - Wheel Covers
 - Dual USB Ports
 - Fold Down Rear Seat
- Purchase price of **\$8,500.00**, plus applicable taxes

2022 Club Car Tempo Fuel-Injected Gas Golf Car in Metallic Platinum

- Industry Best Warranty (4-years since the car is year old)
 - Headlights, taillights, brake lights, horn, and turn signals.
 - Canopy and fold down windshield
 - Wheel Covers
 - Dual USB Ports
 - Fold Down Rear Seat
- Purchase price of **\$7500.00**, plus applicable taxes

Additional Considerations

- Clear Creek offers the best in service and support. We have six locations including the store located in Rogers. In that store we have two mechanics, a service manager, a parts manager and thousands of parts on hand year-round. Because of this we can provide you a quick response time with most of your service needs.
- We host an annual service school at our Rogers location, that is free of charge, and you can send anyone on your staff to attend. Our customers love this school as it helps them learn a lot about protecting and maintaining their fleet investment.



Arkansas Golf & Powersports of NWA

2733 N. McConnell Ave, Ste 4
Fayetteville, AR 72704

479-858-1012 ~ ben@arpowersports.com

Estimate

Date	Estimate #
1/9/2023	val 2/2 gas

Name / Address
City of Springdale Mike Peters

ESTIMATES ARE VALID FOR 30 DAYS

P.O. No.	Rep
	RF

Description	Qty	Rate	Total
2023 Valor EX1 Gas 2+2 S/N: TBD	1	9,671.00	9,671.00T
Includes: Lights, Stock Seats, Tires and Wheels			
Tinted Windshield- RXV- CMT	1	215.00	215.00T
80" 2+2 Top Kit RXV/Valor - Black	1	689.00	689.00T
OMNIA Partners Contract Discount - 10%		-1,057.50	-1,057.50
City of Springdale - OMNIA # 4001340			
Sales Tax		9.75%	927.96
		Total	\$10,445.46

Customer Signature _____

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL FUNDING FOR THE FOLLOWING PROJECT: DEAN'S TRAIL PHASE IIIA.

WHEREAS, the Northwest Arkansas Regional Planning Commission is accepting applications for Carbon Reduction Program (CRP) funds for projects at the following Federal and City participating ratios, up to the maximum Federal-aid available:

TYPE WORK	WORK PHASE	FEDERAL %	CITY %
Construction of City Project	Project Design	0	0
	Right-of-Way	0	0
	Utilities	0	0
	Construction	80	20
	Construction Engineering	0	0

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

WHEREAS, a maximum \$100,000 city match is required with a maximum \$500,000 Carbon Reduction Program reimbursement, is currently budgeted in the Public Works 2023 budget.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

AN RESOLUTION AUTHORIZING THE PURCHASE OF A SOFTWARE PROGRAM FOR PUBLIC WORKS, ENGINEERING, COMMUNITY ENGAGEMENT, AND PLANNING; AND TO WAIVE COMPETITIVE BIDDING.

WHEREAS, the City of Springdale, Arkansas, is in need of a software program for use by Public Works, Engineering, Community Engagement, and Planning, as the software previously used by these departments has been discontinued;

WHEREAS, the City has received a proposal from iWorQ Systems, Inc., for a software program which is suitable for the needs of the various departments in need of a software program, and also includes training and implementation costs;

WHEREAS, the iWorQ software is reasonably priced, is considered the state of the art in this type of software, and is the exclusive provider of this type of software; and

WHEREAS, the 2023 Budget of the City of Springdale contemplated the purchase and implementation of this software for these various City departments, and the costs thereof were included in the 2023 Budget of the Information Technology Department.

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

Section 1: That the Mayor is hereby authorized to enter into a service agreement with iWorQ Systems, Inc., described herein for the purchase and implementation of a software program for the Public Works, Engineering, Community Engagement, and Planning Departments, in an amount not to exceed \$56,500.00, to be paid from the 2023 Budget of the Information Technology Department.

Section 2: That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

PASSED AND APPROVED this 14th day of February, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



DEPARTMENT FUNDING REQUEST

Department: Planning, Engineering, Community Engagement and Public Works		Date: 1/30/2023
Point of Contact: Mark Gutte	Amount Requested: \$ 56,500	
Date to be Presented to Committee: __2__ / __7__ / 2023__		
Brief Description of Funding Request: purchase Community Development & Public Works software		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input type="checkbox"/>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input type="checkbox"/> \$5,000 - \$34,999 Requires 3 Quotes
Signature:		<input type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Springdale here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer

terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. PLANNING DEPARTMENT IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Portal Setup Contact (if applicable) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

13. PUBLIC WORKS CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Springdale	Population- 84161
201 Spring Street, Springdale, AR 72764	Prepared by: Shad Anderson

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Enterprise Package) *Permit Management *Code Enforcement *Portal Home *Online credit/debit card processing integrated with iWorQ. -Configurable portal for ease of applying for permits, tracking current permits, and paying fees online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Built-in automatic workflow capabilities -iWorQ Notifications included -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Premium Data (25MB Uploads, 100GB Total Storage) -9 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 9 custom letters -OpenStreetMap tracking abilities with quarterly updates GIS REST Services - iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. iWorQ will update parcel information daily from the published service. Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)	\$35,000	Annual
Permit Management - Plan Review - Available on any computer, tablet, or mobile device using Chrome Browser	Included	Annual

<ul style="list-style-type: none"> - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Includes Premium Data (25MB File Upload Size & 100GB Total Storage) 		
File Upload Increase & Additional Storage for Plans Increases file upload size capabilities to 50MB per file Increases total storage to 300 GB	Included	Annual
Additional Web Forms for Online Portal 6 additional web forms for Portal Home for online permit applications. Total Web forms = 15. (Additional webforms can be purchased; 3 for \$500/annual)	Included	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$35,000	Annual

PUBLIC WORKS

Application(s) and Service(s)	Package Price	Billing
Work Management <ul style="list-style-type: none"> - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers	\$7,500	Annual

* Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Subscription Fee Total (This amount will be invoiced each year)	\$7,500	Annual
Subscription Fee Total COMBINED (This amount will be invoiced each year)	\$42,500	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$32,000	\$32,000 \$14,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$37,900	\$32,000 \$14,000	Year One
Grand Total Due Year 1	\$80,400	\$74,500 \$56,500	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
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- IV. This cost proposal cannot be disclosed or used to compete with other companies.

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Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

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Office Phone _____ Cell _____

Email _____ Signature _____

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Billing Address: _____

Office Phone _____ Cell _____

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PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

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Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

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iWorQ Service(s) Agreement

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<ul style="list-style-type: none"> - OpenStreetMap tracking abilities with quarterly updates - Manage appeals, variances, plat applications, conditional use permits, etc. - Option to track contractors and their licensing - Track fees and payments - Inspection and plan review tracking - Configurable Reporting - iWorQ notifications included - Send out mass notifications to surrounding properties - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Includes Premium Data (25MB File Upload Size & 100GB Total Storage) 		
File Upload Increase & Additional Storage for Plans Increases file upload size capabilities to 50MB per file Increases total storage to 300 GB	Included	Annual
Additional Web Forms for Online Portal 6 additional web forms for Portal Home for online permit applications. Total Web forms = 15. (Additional webforms can be purchased; 3 for \$500/annual)	Included	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$35,000	Annual

PUBLIC WORKS

Application(s) and Service(s)	Package Price	Billing
Work Management <ul style="list-style-type: none"> - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history <p>* Available on any computer, tablet, or mobile device using Chrome browser</p> <p>* OpenStreetMap - Ability to track point and line layers</p>	\$7,500	Annual

* Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Subscription Fee Total (This amount will be invoiced each year)	\$7,500	Annual
Subscription Fee Total COMBINED (This amount will be invoiced each year)	\$42,500	Annual

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Service(s)	Full Price Cost	Package Price	Billing
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Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
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Grand Total Due Year 1	\$80,400	\$74,500 \$56,500	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. **This subscription Fee and Agreement have been provided at the Customer's request and is valid until February 17th, 2023.**
- III. **First year setup discounts (\$18,000) requires an executed agreement returned to iWorQ Systems on or before February 17th, 2023.**
- IV. This cost proposal cannot be disclosed or used to compete with other companies.

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE BIDDING
FOR THE PURCHASE OF VEHICLES AND ASSOCIATED
VEHICLE EQUIPMENT FOR THE SPRINGDALE FIRE
DEPARTMENT.**

WHEREAS, the Springdale Fire Department is in need of purchasing 5 staff vehicles, as well as the necessary equipment needed in order to ready 3 of these vehicles for use;

WHEREAS, the 2023 Budget of the Springdale Fire Department contemplated and included the purchase of these vehicles in order to replace 5 staff vehicles that are over 10 years old;

WHEREAS, 3 of the vehicles (Chevy Tahoe SSV) are not available on state bid, so a quote was obtained from a sole source provider for these 3 vehicles (\$46,517.00 each), and the other 2 vehicles (Chevy Silverado 1500) are available at a price below the state bid price from the same sole source provider (\$38,110.00 each);

WHEREAS, it is necessary to purchase certain equipment to ready the 3 Tahoe vehicles for use by the Fire Department, and a quote has been obtained of \$7,950.78 for each of those 3 vehicles (total \$23,852.34 for equipment); and

WHEREAS, the Springdale Fire Department requests to purchase these 5 vehicles and associated equipment from Superior Automotive Group for a total not to exceed \$239,623.34;

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

Section 1. The Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned 5 vehicles and associated equipment from Superior Automotive Group in an amount not to exceed \$239,623.34, to be paid from the Fire Department Capital Vehicle Account - General Fund.

Section 2: That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input type="checkbox"/>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input type="checkbox"/> \$5,000 - \$34,999 Requires 3 Quotes
Signature: <i>Blake Holte</i>		<input type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Quote: 2023 Chevrolet Tahoe (CK10706) 4WD -- SPRINGDALE FIRE 9722

Quote Worksheet

	MSRP
Base Price	\$49,350.00
Dest Charge	\$1,795.00
Total Options	\$522.00
Subtotal	\$51,667.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,150.00)
Subtotal Discount	(\$5,150.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$46,517.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$46,517.00

Comments:

Pricing is for a 2023 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial equipped to reflect a sale price of \$46,517.00.

Ordered units typically take 90-120 days to arrive. Production schedules have been delayed due to the COVID-19 crisis and recent supply chain issues for manufacturing may impact arrival time.

Dealer Signature / Date

Customer Signature / Date

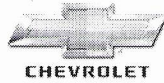
This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17397. Data Updated: Sep 6, 2022 6:55:00 PM PDT.

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CAPTAIN KISSINGER
SPRINGDALE FIRE DEPT.

Vehicle 2023 STAFF TAHOE

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN 54 IN LEGACY R/W COORE PKG INC, C399 CORE	\$ 2,895.00
1	CONTROL HEAD, CEM8, SPKR AND BRK, CCT6 CONTROL HEAD	\$ -
1	HAVIS C-AS-840-11 ANGLED CONSOLE	\$ 142.32
1	HAVIS C-DMM-3019 DASH MOUNT	\$ 303.60
4	WHELEN I3J-C GRILLE LIGHTS	\$ 380.16
1	WHELEN RPWD54 REAR PILLAR LIGHTS	\$ 1,128.60
1	ION BKT1 WITH 2 I3J-C	\$ 202.58
4	WHELEN I3JC REAR 1/4 WINDOWS	\$ 380.16
2	WHELEN 3SRCCDCR-D DOME LAMPS REAR CARGO/HATCH	\$ 129.36
1	HG2 RUNNING BOARDS MOUNTED R/W	\$ 689.00
	SHOP SUPPLIES	\$ -
	Installation Labor	\$ 1,700.00

Total Upfit \$ 7,950.78

Jeremy Mcallister
Superior Automotive Group
490 Hwy 412 East
Siloam Springs, AR
Cell: 479-616-4348



Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Quote: 2023 Chevrolet Silverado 1500 4WD DBL Cab -- SPRINGDALE FIRE 1423

Quote Worksheet

	MSRP
Base Price	\$42,900.00
Dest Charge	\$1,895.00
Total Options	(\$585.00)
Subtotal	\$44,210.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,100.00)
Subtotal Discount	(\$6,100.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$38,110.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$38,110.00

Comments:

Pricing is for a [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck equipped to reflect a sale price of \$38,110.00.

THESE UNITS ARE IN-STOCK!

Ordered units typically take 90-120 days to arrive. Production schedules have been delayed due to the COVID-19 crisis and recent supply chain issues for manufacturing may impact arrival time.

Dealer Signature / Date

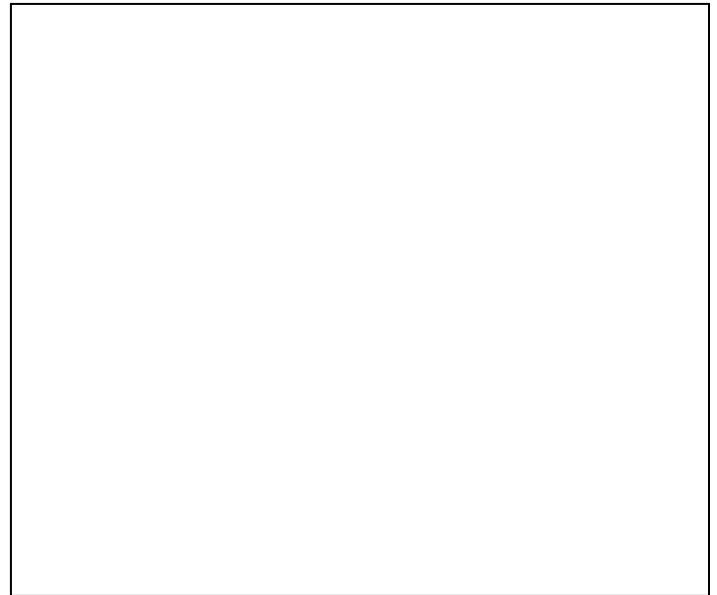
Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 18364. Data Updated: Jan 3, 2023 6:40:00 PM PST.

ORDINANCE NO. _____

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



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

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

LAYMAN'S DESCRIPTION: 983 West Sunset

PARCEL NO.: 815-23987-000

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

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

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

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

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

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

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

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

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

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

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

Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

Invoice

Date 7/20/2022
Invoice # 42091

Bill To

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

P.O. No. Terms Job

Due on receipt

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

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

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

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

Invoice

Date	Invoice #
6/14/2022	3167

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

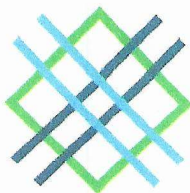
Description	Qty	Rate	Amount	P.O. No.	Terms	Job
				Due on receipt		
Asbestos Survey		500.00	500.00			
Transaction # _____ Date _____ Account # 101-0963-423, 70-35 Project # _____ Invoice # 3167 Amount \$500.00 Description Building Asbestos survey @ 958 W. 1st St. Approved By Michael D. Chynoweth 6/14/22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

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764

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

www.springdalear.gov

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

September 14, 2022

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

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

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

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

Dear Property Owner/Lienholder:

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

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

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

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

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

Sincerely,

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

Ernest B. Cate
City Attorney

EBC:dp

Enclosures

cc: fpurritano@stnladvisors.com

ENDER: COMPLETE THIS SECTION

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

Article Addressed to:

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



9590 9402 7283 2028 6486 06

Article Number (Transfer from service label)

7020 0640 0001 3065 5922

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 7283 2028 6485 69

2. Article Number (Transfer from service label)

7020 0640 0001 3065 7247

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☒ Addressee

B. Received by (Printed Name)

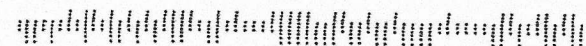
C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt



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



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

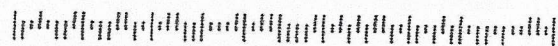
United States
Postal Service

9590 9402 7283 2028 6485 69



USPS TRACKING #

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



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



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

United States
Postal Service

9590 9402 7283 2028 6485 06



USPS TRACKING #

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



ORDINANCE NO. _____

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

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

PROPERTY OWNER: LJs Restaurant

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

LAYMAN'S DESCRIPTION: 983 W. Sunset

PARCEL NO.: 815-23987-000

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

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

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

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

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

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

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

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

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



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

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



Before Picture

Attached Data



Before Picture

Attached Data

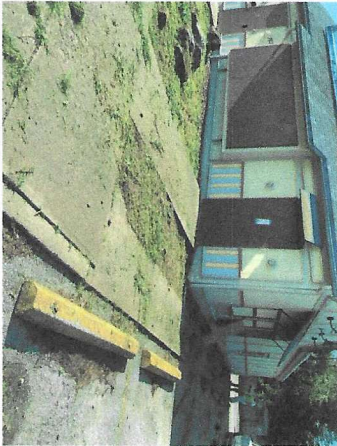



Before Picture

Attached Data



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

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

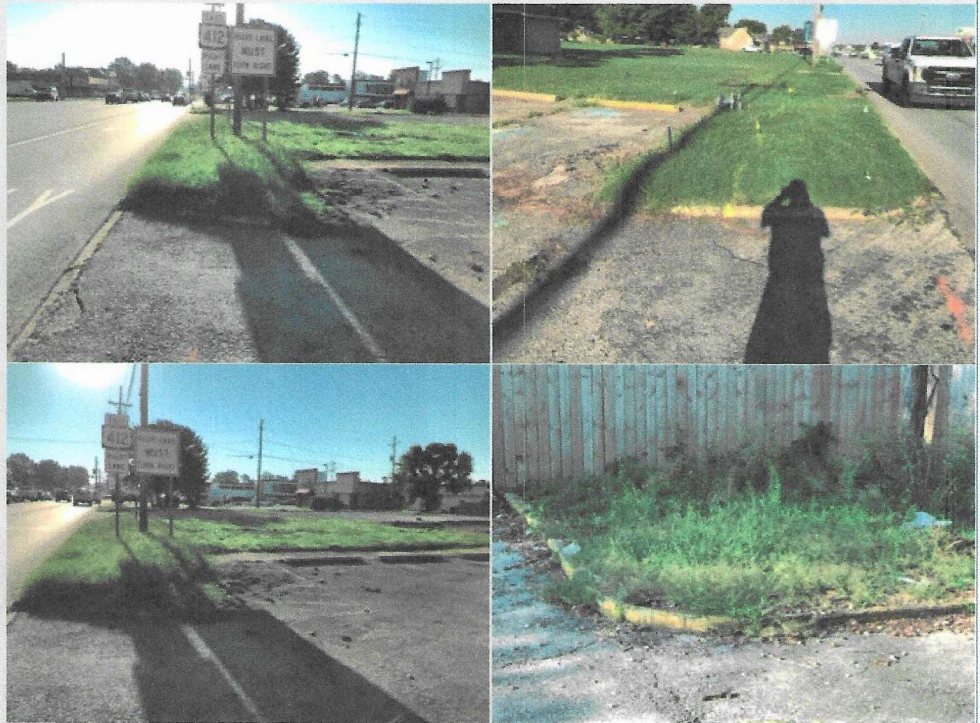
Final Photos

Attached Data



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

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



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

Labor Rate Recovery

Employee Horatio Jose Mejia
JM Benefit Rate \$13.59




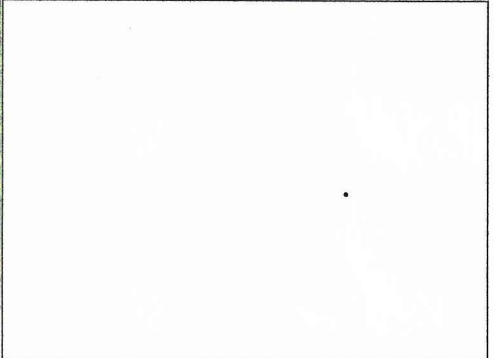
Method of Compliance

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

Equipment Used

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

Time of Abatement in Hours 1

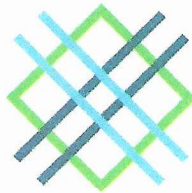
Number of Temporary Laborers	1
Temporary Labor Rate	24.00
Recovery	
Employee labor recovery per hour	13.59
Total Employee Cost	13.59
Equipment Cost per hour	55.00
Total Equipment Cost	55.00
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)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

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

October 19, 2022

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

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

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

Dear Property Owner/Lienholder:

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

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

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

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

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

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

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

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

Sincerely,



Ernest Cate
City Attorney

Enclosures
EC:dp



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

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



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



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

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

Final Photos

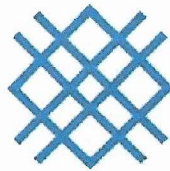
Attached Data



Final Photos

Attached Data





CITY OF SPRINGDALE

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

*** CUSTOMER RECEIPT ***

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

Type	SvcCd	Description	Amount
45		PROPERTY CLEANUP REI	\$359.69

LJ'S RESTAURANT

OTHER SERVICES / PR 10101113471000
983 W SUNSET AVE

CK Ref#: 2777 \$359.69

Total payment: \$359.69

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

THANK YOU FOR YOUR PAYMENT

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

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



9590 9402 7283 2028 6484 77

2. Article Number (Transfer from service label)

7020 0640 0001 3065 6004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ *Shirley M. Wright* ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Shirley M. Wright

C. Date of Delivery

10/22/22

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

3. Service Type

- | | |
|--|--|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input checked="" type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | |
| <input type="checkbox"/> Insured Mail | |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | |

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

Domestic Return Receipt

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: Heath Lackey

LEGAL DESCRIPTION: A part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 1 in Township 17 North Range 30 West, Washington County, Arkansas, described as follows: Beginning at the Northwest corner of said 10 acre tract and running thence South 53.75 for a beginning corner of the lands hereby intended to be conveyed; and running thence South 53.75 feet; thence East 132.00 feet; thence North 53.75 feet; thence West 132.00 feet to the beginning corner.

LAYMAN'S DESCRIPTION: 600 Huckleberry Lane

PARCEL NUMBER: 815-28781-002

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:

\$435.74 clean-up costs and \$22.53 administrative costs – \$458.27 (Parcel No. 815-28781-002)

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:

\$458.27 plus 10% for collection – 600 Huckleberry Lane (Parcel No. 815-28781-002)

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

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



CITY ABATEMENT-2022 - Friday, December 02, 2022 8:26:33 AM (RANDY-CODE 4)

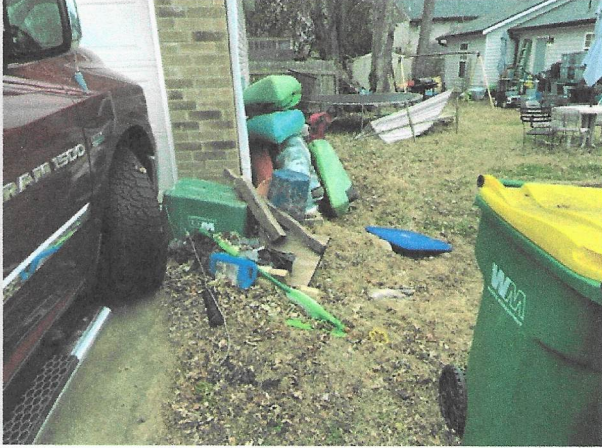
User Name	RANDY-CODE 4
User #	4792634221
Form Started	12/2/2022 8:26:33 AM
Form Submitted	12/2/2022 8:38:03 AM
Property Address	600 Huckleberry
Before Picture	Attached Data



Before Picture

Attached Data



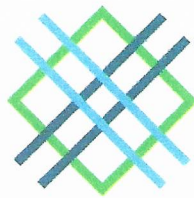
Before Picture	Attached Data
	
Type of Abatement	Lien
Date of Abatement	Friday, December 02, 2022 8:26:00 AM
Officer on Site-	R. Glenn
Labor Rate Recovery	
Employee	Henry Hernandez, Travis Ambrose
HH Benefit Rate	\$54.84
RD Benefit Rate	\$14.58
Method of Compliance	
1 Method of Compliance	Junk and Trash Removal from Curb, Property Clean Up - Junk and Trash
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	2
Temporary Labor Rate Recovery	48.00
Employee labor recovery per hour	69.42
Total Employee Cost	69.42
Equipment Cost per hour	200.00
Total Equipment Cost	200.00
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	435.74
Items Removed from Property	3 mattresses , broken toys, and general junk and trash as noted in pictures.

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALE
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

January 6, 2023

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

Heath Lackey
600 Huckleberry Lane
Springdale, AR 72762

RE: Notice of clean-up lien on property located at 600 Huckleberry Lane, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-28781-002

Dear Property Owner/Lienholder:

On July 28, 2022, notice was posted on property located at 600 Huckleberry Lane, 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 28, 2022, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about December 2, 2022. As of this date, the total costs incurred by the City of Springdale to clean this property are \$435.74. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before February 8, 2022, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, February 14, 2022, 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 \$443.27, which includes \$435.74 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

This letter is also being mailed by regular mail to Heath Lackey 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 blue ink, appearing to read 'E. Cate', with a stylized flourish at the end.

Ernest B. Cate
City Attorney

Enclosures
EBC:dp

Tracking Number:

70200640000130656134

Remove X

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt

Reminder to Schedule Redelivery of your item

January 14, 2023

Notice Left (No Authorized Recipient Available)

SPRINGDALE, AR 72764

January 9, 2023, 10:56 am

In Transit to Next Facility

January 8, 2023

Departed USPS Regional Facility

FAYETTEVILLE AR DISTRIBUTION CENTER

January 6, 2023, 11:50 pm

Arrived at USPS Regional Facility

FAYETTEVILLE AR DISTRIBUTION CENTER

January 6, 2023, 7:11 pm

Hide Tracking History

Feedback

SPRINGDALE CITY COUNCIL
JANUARY 24, 2023

The City Council of the City of Springdale met in regular session on Tuesday, January 24, 2023, in the tiered training room in the new Criminal Justice Building. Mayor Doug Sprouse called the meeting to order at 12:00 p.m. The meeting was moved up to an earlier time due to inclement weather coming in.

Roll call was answered by:

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

Department heads present:

Colby Fulfer	Chief of Staff
Derek Hudson	Assistant Police Chief
Blake Holte	Fire Chief
Patsy Christie	Planning Director
Mike Chamlee	Building Official
Ron Findley	Neighborhood Services Director
James Smith	Public Works Director
Ben Peters	Engineering Director
Anne Gresham	Library Director
Mark Gutte	IT Director
Gina Lewis	Human Resources Director

APPROVAL OF MINUTES

Council Member Powell moved the minutes of the January 10, 2023 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Powell, Watson, Overton, Lawson, Bailey, Harriman

No: None

CITIZEN COMMENTS

Council Member Watson felt like instead of moving the meeting up today to an earlier time we should have moved it to another day. There might have been citizens that had planned on attending tonight and did not know the time had been moved up.

Mayor Sprouse said the notice was sent out through our media sources and notification system.

REPORT ON ECONOMIC DEVELOPMENT

Bill Rogers, Springdale Chamber of Commerce President, gave a 4th Quarter 2022 report on economic development in the City of Springdale. (Report on file in City Clerk's Office)

ORDINANCE NO. 5802 – REZONING 2.15 ACRES OWNED BY DANIEL AND HEATHER DOUGLAS LOCATED AT 1094 NICHOLS ROAD, FROM A-1 TO SF-2, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 2.15 acres owned by Daniel and Heather Douglas located at 1094 Nichols Road, from A-1 to SF-2; and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5802.

ORDINANCE NO. 5803 – REZONING 30.02 ACRES OWNED BY MILL CREEK MANOR, LLC, LOCATED AT 4500 S. 48TH STREET, FROM C-2 AND C-5 TO MF-24

Planning Director Patsy Christie presented an Ordinance rezoning 30.02 acres owned by Mill Creek Manor LLC, located at 4500 S. 48th Street, from C-2 and C-5 to MF-24.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5803.

ORDINANCE NO. 5804 – REZONING 1.55 ACRES OWNED BY SAM’S REAL ESTATE BUSINESS TRUST LOCATED SOUTHEAST OF SAM’S CLUB ON HIGHWAY 412 WEST, FROM C-5 TO MF-24

Planning Director Patsy Christie presented an Ordinance rezoning 1.55 acres owned by Sam’s Real Estate Business Trust located southeast of Sam’s Club on Highway 412 West, from C-5 to MF-24.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5804.

RESOLUTION NO. 11-23 – APPROVING A CONDITIONAL USE APPEAL BY HARBOR CHURCH OF NWA FOR USE UNIT 42 (CHURCH/SYNAGOGUE) AT 986 ELMWOOD STREET LOCATED IN A C-2 ZONE

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Harbor Church of NWA for a Use Unit 42 (Church/Synagogue) at 986 Elmwood Street located in a C-2 Zone.

Planning Commission recommended approval.

RESOLUTION NO. ____

**A RESOLUTION APPROVING A CONDITIONAL USE (C23-03)
FOR THE HARBOR CHURCH OF NWA AT 986 ELMWOOD
STREET 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 January 3, 2023, on a request by The Harbor Church of NWA for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) nays recommends that a Conditional Use be granted to with the following conditions – Must observe the noise Ordinance and Fire Prevention Code Vol II.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to The Harbor Church of NWA with the following conditions- Must observe the noise Ordinance and Fire Prevention Code Vol II.

PASSED AND APPROVED THIS ____ DAY OF January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 11-23.

RESOLUTION NO. 12-23 – APPROVING A WAIVER (W23-01) OF STREET IMROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO RELIABLE POULTRY IN CONNECTION WITH L23-07, A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-01) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Reliable Poultry in connection with L23-07, a Large Scale Development.

Planning Commission recommended approval.

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

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER (W23-01) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO RELIABLE POULTRY IN CONNECTION WITH L23-07 A LARGE-SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L23-07 a Large-Scale Development for Reliable Poultry 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 Monitor Road and Master Street Plan right-of-way dedication including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L23-07, a Large-Scale Development for Reliable Poultry.

PASSED AND APPROVED THIS ____ DAY OF January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 12-23.

RESOLUTION NO. 13-23 – APPROVING A WAIVER (W23-02) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CALDERON LANDSCAPING IN CONNECTION WITH L22-60, A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-02) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Calderon Landscaping in connection with L22-60, a Large Scale Development.

Planning Commission recommended approval.

Council Member Powell moved the Resolution be adopted with Option 1. Council Member Bailey 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 CALDERON LANDSCAPING IN CONNECTION WITH L22-60, A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-60 a Large Scale Development for Calderon Landscaping and the Planning Commission recommends approval of the waiver request with donation of right-of-way.

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 2946 Arkansas Highway 112 including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L22-60, a Large Scale Development for Calderon Landscaping with donation of right-of-way.

PASSED AND APPROVED THIS ____ DAY OF January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 13-23.

RESOLUTION NO. 14-23 – APPROVING A WAIVER (W23-03) OF STREET IMPROVEMENTS DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO FLYING THE COOP HANGAR EXPANSION IN CONNECTION WITH N22-29, A NON-LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-03) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Flying the Coop hangar expansion in connection with N22-29, a non-large scale development.

Planning Commission recommended approval.

Council Member Overton 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 FLYING THE COOP HANGAR EXPANSION IN CONNECTION WITH N22-29 A NON-LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N22-29, a Non-Large Scale Development for Flying The Coop Hangar Expansion 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 Old Missouri Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N22-29 a Non- Large Scale Development for Flying The Coop Hangar Expansion.

PASSED AND APPROVED THIS ____ DAY OF January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

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

No: None

The Resolution was numbered 14-23.

RESOLUTION NO. 15-23 – APPROVING A WAIVER (W23-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO LIONHEART ENTERPRISES, LLC IN CONNECTION WITH 613 BLACK OAK AVENUE, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver (W23-03) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Lionheart Enterprises, LLC in connection with 613 Black Oak Avenue, a single family dwelling.

After some discussion on waiving the sidewalk, Council Member Bailey made the motion to adopt the Resolution with Option 1, waiving the sidewalk. Council Member Powell made the second.

The vote:

Yes: Lawson, Bailey, Powell

No: Harriman, Fougrousse, Watson, Overton

The motion failed.

Council Member Harriman made the motion to adopt the Resolution with Option 3, approving payment in lieu of improvements. Council Member Overton 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 LIONHEART ENTERPRISES, LLC IN CONNECTION WITH 613 BLACK OAK AVENUE, 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 613 Black Oak Avenue a single family dwelling for 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 3: Approves payment in lieu of improvements to Black Oak Avenue in connection with 613 Black Oak Avenue, a single family dwelling with estimated cost to be submitted by the developer’s engineer for confirmation by the Planning Department.

PASSED AND APPROVED THIS ____ DAY OF January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Harriman, Fougrousse, Powell, Watson, Overton, Lawson

No: Bailey

The Resolution was numbered 15-23.

RESOLUTION NO. 16-23 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN SPRINGDALE MASONIC LODGE NO. 316 IS DEFENDANT (PROJECT NO. 18BPS10, TRACT 3)

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit for the total sum of \$530,000.00 wherein Springdale Masonic Lodge No. 316 is defendant (Project No. 18BPS10, Tract 3).

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN SPRINGDALE MASONIC LODGE NO. 316 IS DEFENDANT (PROJECT NO. 18BPS10, TRACT 3).

HEREAS, the City of Springdale has filed a lawsuit (Case No. 72CV-20-983) against Springdale Masonic Lodge No. 316 to condemn property owned by the Lodge for the Spring Street Improvement Project (Project No. 18BPS10, Tract 3);

WHEREAS, the City of Springdale's revised estimate of just compensation is \$500,000.00 for the taking of the property needed for the Project;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$530,000.00 to acquire the lands needed for the project, said amount being based on the unique nature of the property and the City has had rent-free use of the property since early 2020;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$30,000.00 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 Masonic Lodge condemnation lawsuit for the total sum of \$530,000.00, with the additional funds to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this ____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 16-23.

RESOLUTION NO. 17-23 – AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE STREAM AND WETLAND MITIGATION CREDITS FROM WATERSHED CONSERVATION RESOURCE CENTER AND STREAMWORKS MITIGATION SERVICES LLC, RESPECTIVELY, IN COMPLIANCE WITH ARMY CORP OF ENGINEERS PERMIT FOR DETENTION POND PROJECT AT SPRINGDALE AIRPORT

City Engineer Ben Peters presented a Resolution authorizing the Mayor and City Clerk to purchase stream and wetland mitigation credits from Watershed Conservation Resource Center and Streamworks Mitigation Services LLC, respectively, in compliance with Army Corp of Engineers permit for the detention pond project in the northwest corner of Springdale Airport property.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE STREAM AND WETLAND MITIGATION CREDITS FROM WATERSHED CONSERVATION RESOURCE CENTER AND STREAMWORKS MITIGATION SERVICES, LLC, RESPECTIVELY, IN COMPLIANCE WITH ARMY CORP OF ENGINEERS PERMIT FOR DETENTION POND PROJECT AT SPRINGDALE AIRPORT

WHEREAS, The City of Springdale desires to construct a detention pond in the northwest corner of Springdale Airport property; and

WHEREAS, a permit is required from the Army Corp of Engineers because the proposed pond impacts waters of the United States;

WHEREAS, the proffered permit requires the purchase of stream and wetland mitigation credits to offset the impact to the waters of the United States:

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

Section 1. The Mayor and City Clerk are authorized to execute purchase contracts with Watershed Conservation Resource Center for 3599 stream credits at \$15.50 per credit for a total of \$55,784.50 to be paid out of the general fund.

Section 2. The Mayor and City Clerk are authorized to execute a purchase contract with Streamworks Mitigation Services, LLC for 2.77 wetland credits at \$20,000 per credit for a total of \$55,400 to be paid out of the general fund.

PASSED AND APPROVED this ____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 17-23.

RESOLUTION NO. 18-23 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT TO PROCURE A SOLID WASTE CONTRACT AND OTHER PURPOSES

Council Member Jeff Watson presented a Resolution authorizing the execution of a professional services agreement with Solid Waste Specialists for procuring a solid waste

contract for the City of Springdale. The price will not exceed \$45,500.00 and will be reimbursed by the company that secures the contract.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT TO PROCURE
A SOLID WASTE CONTRACT AND OTHER PURPOSES**

WHEREAS, the City of Springdale is in need of proposals for a new solid waste contract; and

WHEREAS, to receive competitive and accurate proposals, a request for proposal should be done in a timely manner for solid waste companies to prepare for submittals; and

WHEREAS, a proposal has been submitted to the City of Springdale for identifying solid waste needs, securing the best value for collection services, creating a recommended priority list and other purposes; and

WHEREAS, the entity to secure the solid waste contract with the City of Springdale will reimburse the city for the amount of this agreement; and

WHEREAS, the price not to exceed amount for professional services to procure a solid waste RFP shall be \$45,500.00.

**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 enter into a professional services agreement with Solid Waste Specialists for procuring a solid waste contract to be paid for out of the general fund.

PASSED AND APPROVED this ____ day of January, 2023

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 18-23.

RESOLUTION NO. 19-23 – ACCEPTING A GRANT FROM THE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND APPROPRIATING FUNDS

Council Member Brian Powell presented a Resolution accepting a grant from the Justice Assistance Grant (JAG) Program in the amount of \$30,753.00, authorizing the Mayor to sign the grant agreement and appropriating funds to the Springdale Police Department.

The Springdale Police Department is in need of equipment (a rotary/forward lift, patrol shields and speed enforcement radar) that will be beneficial for the general public and our law enforcement officers to have.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM THE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT AND APPROPRIATING FUNDS.

WHEREAS, the Springdale Police Department was awarded a JAG grant in the amount of \$30,753.00, and

WHEREAS, the Springdale Police Department is in need of equipment that is eligible to be purchased with the grant funds, and

WHEREAS, it is beneficial for the general public and our law enforcement officers to have a rotary/forward lift, patrol shields and speed enforcement radar

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

Section 1: That the Mayor is hereby authorized to accept and sign the grant agreement for a Justice Assistance grant in the amount of \$30,753.00.

Section 2: The City of Springdale appropriates \$30,753.00 for equipment to be purchased from the Police Department equipment fund.

PASSED AND APPROVED this ____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 19-23.

ORDINANCE NO. 5805 – DEVELOPING, IMPLEMENTING AND MAINTAINING A CATASTROPHIC LEAVE BANK PROGRAM FOR ELIGIBLE EMPLOYEES OF THE CITY OF SPRINGDALE, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-42-123; AND DECLARING AN EMERGENCY

Council Member Randall Harriman presented An Ordinance developing, implementing and maintaining a catastrophic leave bank program for eligible employees of the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-42-123; and declaring an emergency.

The provisions of the Catastrophic Leave Bank (CLB) program provide an additional source of leave benefits for all eligible participating employees; use of CLB days may be used after a member of the CLB program has exhausted all of his/her accumulated vacation and sick leave and any compensatory time; CLB days may only be used for catastrophic illness and with the approval of the CLB Board. The CLB Board shall consist of five (5) members: one (1) member shall be from the Human Resources Office and four (4) members shall be appointed by the Mayor. The CLB Board shall elect a secretary from its members. Approval of a request for catastrophic leave shall require a majority vote of the CLB Board members.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5805.

RESOLUTION NO. 20-23 - ADOPTING THE REVISED PERSONNEL MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS

Council Member Randall Harriman presented a Resolution adopting the revised personnel manual for the City of Springdale, Arkansas.

Human Resources Director Gina Lewis explained the proposed policy has been reviewed by City Attorney Ernest Cate and Attorney Susan Kendall. A lot of the changes include updated language and laws to reflect current practices.

RESOLUTION NO. ____

A RESOLUTION ADOPTING THE REVISED PERSONNEL MANUAL FOR THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the City has, over the last several months, undertaken a comprehensive review and revision of the Personnel and Procedures Manual for the City of Springdale, Arkansas, as the version adopted on October 8, 1996, via Resolution No. 40-96, and as subsequently amended from time to time over the years, has become

outdated and in need of being updated to ensure that all provisions are in accordance with current state and federal employment laws and regulations;

WHEREAS, the final draft of the document entitled "City of Springdale Personnel Manual" (hereinafter referred to as "the Manual") consisting of six (6) parts ending on Page 71 thereof, and containing Appendixes "A" through "E", is attached hereto as Exhibit "A" and made a part hereof as though set out herein word for word; and

WHEREAS, the City Council of the City of Springdale, Arkansas, finds that the Manual should be adopted by the City Council for the City of Springdale, Arkansas, as its official personnel manual.

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

Section 1: That the "City of Springdale Personnel Manual", which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved and adopted as the official personnel manual of the City of Springdale, Arkansas, and said Manual shall remain in full force and effect unless amended or repealed;

Section 2: This Manual is intended to supersede the Personnel and Procedures Manual adopted by Resolution No. 40-96, and as subsequently amended thereafter, and any personnel policy or procedure of the City of Springdale in conflict with the attached Manual are hereby repealed, but nothing in this Resolution should be interpreted to amend or repeal the current rules and regulations of the Springdale Civil Service Commission, or the Department Manual for the Springdale Police Department (approved and adopted by the City Council by Resolution No. 49-20).

PASSED AND APPROVED, this ____ day of January, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 20-23.

AGENDA ITEMS TABLED

At the request of City Attorney Ernest Cate, Council Member Overton made the motion to table Items #13 and #14 on the agenda to the February 14, 2023 City Council meeting. Council Member Bailey made the second.

The vote:

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

No: None

COMMITTEE MEETING DATE CHANGE

The next council committee meeting date will be Tuesday, February 7, 2023 in the tactical training room at 5:30 p.m.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 12:53 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer