

CITY OF SPRINGDALE
Committee Agendas
Wednesday, June 2nd, 2021
City Council Chambers
City Administration Building
Meetings begin at 5:30 P.M.

Ordinance Committee by Chairman Mike Overton

1. **An Ordinance** amending Chapter 46 of the Code of Ordinances (contains regulations pertaining to fire prevention and protection within the city limits) of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pg. 2
2. **An Ordinance** authorizing the execution of an addendum to an Inter-Municipal Sewer Agreement of 2005. Ordinance presented by Heath Ward, Executive Director, Springdale Water Utilities. Pg. 3 - 18

Finance Committee by Chairman Jeff Watson

3. **An Ordinance** amending the purchasing procedures of the City of Springdale, Arkansas. Resolution presented by Wyman Morgan, Administrative and Financial Services Director, and Colby Fulfer, Chief of Staff. Pg. 19 - 20
4. **A Resolution** appropriating funds from the Court Automation Fund. The new courtroom includes \$217,612 of technology that meets the expenditure guidelines of the Court Automation Fund and these funds have been approved by Judge Jeff Harper. Pg. 21 - 27

Parks and Recreation Committee by Chairman Mike Lawson

5. **A Resolution** authorizing the execution of a Construction Contract for Dean's Trail, Phase II. Resolution presented by Wyman Morgan. Pg. 28

Police and Fire Committee by Chairman Brian Powell

6. **A discussion** regarding 5th ambulance and additional personnel.

Public Vehicle Commission by Chairman Mark Fougrousse

7. **Discussion** regarding appointments to the Public Vehicle Commission.

Committee of the Whole

8. **An Ordinance** releasing, vacating, and abandoning a dedicated public street, and devoting a portion of this property to other public purposes, pursuant to ARK. Code ANN. §14-54-104(2), in Mount Callahan Acres Subdivision of the City of Springdale, Benton County, Arkansas, and declaring an emergency. Ordinance presented by Ernest Cate, City Attorney. Pg. 29 - 31
9. **Discussion** of Public Works Truck Lease. Discussion led by Brad Baldwin.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 46 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES.**

WHEREAS, Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to fire prevention and protection within the city limits of the City of Springdale, Arkansas;

WHEREAS, Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, is in need of revision to better handle processing of required fire protection system inspection reporting; and

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas;

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

Section 1: Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section, to be known as Section 46-4, to read as follows:

Sec. 46-4. – Fire Inspection Electronic Reporting.

All reports related to fire protection systems, testing, and maintenance shall be reported to the City of Springdale Fire Department through the use of an internet-based fire inspection reporting system approved by the City of Springdale Fire Department. Any report not submitted through the aforementioned internet-based reporting system will not be accepted.

Section 2: All other provisions of Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED this _____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE
EXECUTION OF AN ADDENDUM TO AN INTER-
MUNICIPAL SEWER AGREEMENT OF 2005**

WHEREAS, the City of Springdale and the City of Lowell entered into an Inter-Municipal Sewer Agreement in 2005; and

WHEREAS, the City of Lowell has planned an expansion of the sanitary sewer system and desired to modify the agreement; and

WHEREAS, the Springdale Water Utilities Commission recommends approval of this addendum;

**NOW, THEREFORE BE IT ORDAINED BY THE CITY OF
SPRINGDALE, ARKANSAS that**

Section1: The Mayor and City Clerk are hereby authorized to execute an addendum to the 2005 Inter-Municipal Sewer Agreement with the City of Lowell.

Section 2: An emergency is declared to exist, and because of the need extend the Lowell sewer system, this ordinance shall go into effect immediately upon passage.

PASSED AND APPROVED this 8th day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Addendum to Inter-Municipal Sewer Agreement of 2005

Whereas, the cities of Springdale, Arkansas ("Springdale"), and Lowell, Arkansas (Lowell) (collectively "the Cities") have cooperated in the extension of sanitary sewer service in Lowell, since approval of this agreement and have continued to work together as the sewer infrastructure in Lowell, served by the Springdale Water Utilities ("SWU") has grown in area and capacity and the two cities look forward to continuing their cooperation, and;

Whereas, Lowell has planned an expansion of the sanitary sewer system served by SWU, located in the western portion of Lowell, for which it has arranged funding through the sale of revenue bonds, and;

Whereas, the planned expansion has been approved by SWU will not detrimentally affect the residents of Springdale who are customers of SWU, and;

Whereas, the extension of SWU sanitary sewer service into Lowell, undertaken beginning in 2005, was financed by revenue bonds issued by Springdale necessitating that the 2005 Inter-Municipal Sewer Agreement between the Cities set forth that the facilities built and financed by the issuance bonds by Springdale would be owned by Springdale, and;

Whereas, the Cities have been advised by bond counsel that the facilities built and installed in the new extension which is to be financed by bonds issued by Lowell must be owned by Lowell, and;

Whereas, in order to move forward on the new Lowell extension project, the cities and SWU have agreed on this addendum to set forth that new sanitary sewer facilities which are financed by bonds issued by Lowell shall be owned by Lowell provided that SWU and Springdale have the same rights to access and maintain any such facilities as SWU and Springdale currently enjoy under the 2005 Inter-Municipal Sewer Agreement.

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

1. CONTINUATION OF 2005 INTER-MUNICIPAL AGREEMENT. All terms and conditions of the Inter-Municipal Sewer Agreement of 2005 between Springdale and Lowell, including any amendments to it, shall remain in full force and effect and shall apply to any new construction, installation or alteration of the sanitary sewer system operated by SWU except for any terms or conditions of the 2005 Inter-Municipal Sewer Agreement which are in direct conflict with the specific terms which are agreed to in this Addendum.

2. OWNERSHIP OF FACILITIES FINANCED BY BONDS ISSUED BY THE CITY OF LOWELL. The City of Lowell shall own any sanitary sewer or related facilities, including, but not limited to lateral sewers, sewage lift stations, force main or mains which are constructed or installed in the City of Lowell and financed by bonds issued by the City of Lowell.

3. **ACCESS AND MAINTENANCE.** The City of Springdale and SWU shall have full and unlimited access to any facilities that are connected to the sanitary sewer system operated and maintained by SWU and SWU shall have the unlimited right to maintain and service any such sanitary sewer facilities, regardless of which city owns the facilities.

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

SPRINGDALE WATER UTILITIES

Chris Weiser, Chairman Date

ATTEST:

Paul Lawrence, Secretary/Treasurer Date

CITY OF SPRINGDALE, ARKANSAS

Doug Sprouse, Mayor _____ Date _____

ATTEST:

Denise Pearce, City Clerk Date

CITY OF LOWELL, ARKANSAS

Chris Moore, Mayor	Date
--------------------	------

ATTEST:

Elizabeth Estes, City Clerk Date

RESOLUTION NO. 05-27

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE
CITY OF LOWELL TO ENTER INTO CONTRACT WITH SPRINGDALE,
ARKANSAS WATER AND SEWER COMMISSION

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF
LOWELL, ARKANSAS,

That the Mayor and the City Clerk of the City of Lowell, Arkansas, in accordance
with Ordinance No. 697, are hereby authorized to enter into the attached contract with
Springdale Water and Sewer Commission as an inter-municipal sewer agreement
between Springdale Water and Sewer Commission and the City of Lowell, Arkansas.


PASSED AND APPROVED THIS 16th DAY OF AUGUST, 2005.

APPROVED:

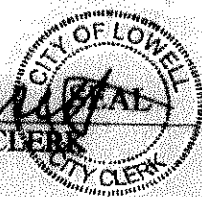


PHIL BIGGERS, MAYOR

ATTEST:



SANDRA JARRETT, CITY CLERK



INTER-MUNICIPAL SEWER AGREEMENT

THIS CONTRACT is made this 11 day of October, 2005, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, hereinafter called Springdale, and the City of Lowell, Arkansas, a municipal corporation, hereinafter called Lowell;

WITNESSETH:

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

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

WHEREAS, the parties have previously entered into an Agreement dated February 16, 1989 to provide a public sewerage system to serve that portion of Lowell's city limits being provided water service by Springdale; and

WHEREAS, the growth in population experienced by Lowell has been tremendous; and

WHEREAS, the present system used to transport wastewater from Lowell to Springdale's wastewater treatment facility has reached its capacity necessitating a moratorium restricting connections to the existing sewerage system; and

WHEREAS, Lowell has a desire to expand the sewer system, increasing pumping capacity and providing expansion of the collection system in order to meet the growing needs of the City of Lowell; and

WHEREAS, the cost of the facilities needed to accomplish the expansion exceeds the funds available in the expansion fund established by the parties' previous Agreement and therefore, in the spirit of cooperation, it is necessary that Springdale issue revenue bonds to pay for the required improvements, with repayment of those bonds to be achieved from the collection of sewer user charges from Lowell Users; and

WHEREAS, the parties desire to establish the terms and conditions of the parties' Agreement, including the scope of the construction of the needed improvements, the timing of the construction of those improvements, the means by which those improvements will be funded and the means by which the revenue bonds will be repaid; and

WHEREAS, it is specifically understood and agreed that this Agreement is conditioned upon Springdale's ability to issue revenue bonds on the system or systems without Springdale being required to refinance Springdale's outstanding sewer bonds unless such refinancing and reissue can be accomplished at a rate equal to Springdale's existing sewer bond rate; and

WHEREAS, that certain sewer Agreement dated February 16, 1989 shall be replaced by this Agreement.

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

1. **COOPERATION.** Lowell and Springdale shall cooperate and communicate in all the dealings and information contemplated herein, specifically, within a reasonable time of request, Springdale will provide customer and usage information already available and generated for Lowell customers. Springdale shall provide the Lowell Mayor's office with the Agenda of the next and minutes of previous Water and Sewer Commission meetings. Lowell shall be responsible to attend meetings of the commission at which the projects contemplated herein are addressed. In addition, during the construction phase of the projects contemplated herein, Springdale shall share the bids received, contracts executed, monthly pay estimates and construction reports pertaining to the construction of the projects contemplated herein. A manhole and a flume will be added to the line at the border and the cities so that flow can be accurately and currently monitored.

2. **FACILITIES AND FINANCING.** Springdale agrees to construct the following sewer system improvements, hereinafter referred to as "Facilities":

- a. Phase 1 is the North Side Sewer Project consisting of gravity sewers, lift station, and force main depicted on the figure attached hereto as Exhibit "A". The parties acknowledge that the North Side Sewer Project was undertaken prior to this contract and is nearly complete. The parties further acknowledge that the facilities of the North Side Sewer Project are undersized to address the additional capacity needed for all the growth expected in Lowell in the area to be served by the "Puppy Creek Interceptor." The parties acknowledge and agree that as Lowell grows, the facilities known as the North Side Sewer Project, will require further improvements and additional facilities to address capacity ("Phase 3"). Lowell agrees to reimburse Springdale for Lowell's share of Springdale's actual cost of construction, including engineering fees and land acquisition costs for the North Side Sewer Project. The parties agree that Lowell's proportionate share of anticipated usage of those facilities is 24.1 percent (24.1%). Current estimates of Lowell's portion of the cost of Phase 1 is \$755,258. The parties contemplate that Lowell's portion of the actual construction cost of Phase 1 shall be paid, in full,

with funds available in a sewer expansion fund currently held by Lowell, which is in excess of this amount and, at the time of this signing is \$1,029,223.83.

- b. Phase 2 consisting of gravity sewers depicted on the figure attached hereto as Exhibit "B", which shall include a gravity line extending from the Benton Farm Lift Station to the corporate boundary of Lowell along Puppy Creek, as well as a gravity line within the corporate boundaries of Lowell extending in a northeasterly manner to the Lowell lift station. In addition the parties agree to construct a gravity sewer along Christie Creek which will intersect the Puppy Creek interceptor and extend under Interstate 540. Lowell's portion of the costs of Phase 2 shall be calculated as follows: Puppy Creek interceptor from Benton Farm to Lowell's corporate boundary-51%; Puppy Creek interceptor from Lowell's corporate boundary to Lowell pump station-77%; and Christie Creek interceptor-100%. These percentages shall be applied to Springdale's actual cost of construction, including engineering fees and land acquisition costs. The parties contemplate that the remainder of the existing expansion fund shall first be applied to bond repayment. The balance of Lowell's portion of the cost of Phase 2 shall be financed with Revenue Bonds issued by Springdale ("Revenue Bonds"). The Revenue Bonds shall be repaid through the revenue generated from the additional sewer user fee contemplated by Paragraph 4 a. Once the Puppy Creek Interceptor is completed and available for use, Springdale agrees to lift the current moratorium restricting connections to the existing sewerage system.
- c. Phase 3 shall consist of those facilities necessary to expand the Benton Farm Lift Station and parallel force main. Springdale shall provide Lowell with periodic updates as to the available capacity through the facilities originally constructed through the North Side Sewer Project. If the available capacity reaches a level that Springdale, in its discretion, deems necessary, Springdale may proceed with Phase 3. Springdale shall apprise Lowell of the cost estimates of Phase 3. The parties agree that Lowell's cost for Phase 3 shall be 24.1 percent (24.1%) of the actual cost of construction, including engineering fees and land acquisition costs. To the extent that Fees collected at the time Springdale determines Phase 3 is needed are not sufficient to pay Lowell's Obligation re Phase 3, then Springdale may, in its sole discretion, delay construction of Phase 3 until sufficient funds are made available by Lowell. Furthermore, if available capacity is not sufficient, Springdale may impose a moratorium on additional connections until additional facilities are completed, though it is agreed that Springdale may not issue a moratorium as long as capacity is available. The parties contemplate that the cost of Lowell's portion of Phase 3 shall be paid by Fees as set forth in Paragraph 4 b.

The parties shall mutually decide on the exact scope of the work and timing of construction of each project after consultation with the consultants of each party, and the parties recognize that

time is of the essence. The parties agree to act expeditiously with regard to bringing about the completion of Phase 2. Construction contracts for each of the above projects, upon their execution, shall be attached hereto as Exhibit "C-1", "C-2" and "C-3" to correspond with each of the phases. Except for the additional capacity needed in furtherance of the North Side Sewer Project as provided above (Phase 3), the Facilities in Phase 1 and Phase 2, when completed, will provide sewer capacity for Lowell for the foreseeable future and permit the lifting of the current moratorium on sewer connections within Lowell.

The parties agree that Lowell may issue conditional permits to persons wishing to initiate construction in Lowell, in anticipation of the additional capacity which will be available upon completion of the project. Such permits, if any, shall recognize that the permit is issued at the risk of the permittee, and that there will be no taps issued prior to completion of the first phase of the project.

3. **FINANCING.** The Revenue Bonds issued by Springdale shall not be issued without Lowell's approval of the final financing arrangements. This Inter-municipal sewer Agreement is conditioned upon Springdale making satisfactory arrangements with a Bond Underwriter and the Bond Counsel for the issuance of Bonds with terms acceptable to Springdale and Lowell. Lowell agrees to pay the bond payments as provided herein. The Lowell payments shall be secured by any amounts collected from user fees from Lowell's customers as provided in Paragraph 4a hereof. Lowell's Obligation re Phase 3 shall not be financed with revenue bonds, but shall be repaid as provided in 4b herein.

4. **DEBT SERVICE AND SYSTEM EXPANSION.** The Revenue Bonds and Lowell's Obligation re Phase 3 shall be repaid by Lowell by the imposition of the following fees and charges:

- a. **Additional Sewer User Charges.** Lowell agrees, upon execution of this Agreement, that Springdale shall institute an increase in the sewer user charge of \$4.75 per month added to the minimum bill as well as an additional 55 ¢ per thousand gallons per month to be collected by Springdale, from those users within Lowell, in addition to the normal monthly outside city usage charges. Lowell shall, by ordinance, adopt the rate schedule adopted by Springdale. Lowell agrees that Springdale may impose such additional Sewer User Charges as may be required to satisfy the repayment schedule on the Revenue Bonds, but only if the revenue generated from the fees and charges herein becomes inadequate to satisfy the repayment schedule. As long as the Revenue Bonds are still outstanding, the revenues collected from the additional Sewer User Charges shall be remitted by Springdale to the Trustee of the Revenue Bonds as established by the terms of the bond issue. Those funds shall be held by the Trustee in a sinking fund to be known as the Lowell Bond Fund to be used solely for making interest and principal payments to retire the Revenue Bonds, and for any other related

Revenue Bond expenses which shall include trustee fees assessed to administer the Lowell Bond Fund. Any money held by the Trustee, with the Agreement of the parties and consistent with the terms of the Revenue Bonds may be used to repay the Revenue Bonds early. After all Revenue Bonds are retired, all moneys not used to repay the Revenue Bonds shall be placed in a fund known as the Lowell Sewer Expansion Fund as described in 4c.

- b. Fees. Lowell agrees to adopt a schedule of Fees in a minimum amount of eight hundred dollars (\$800) per customer from any person or entity seeking to connect to the sewer system within the corporate limits of Lowell. The amount of the Fees shall be in reasonable proportion to the demand for additional capacity in the Facilities that is reasonably attributable to the use and occupancy of that development. Lowell shall collect the Fee in the amount it determines appropriate so long as it meets the above stated minimum. The eight hundred dollars (\$800) per customer shall be paid to the Lowell Sewer Expansion Fund before a sewer tap can be made. That portion of the Fee [eight hundred dollars (\$800) per customer] paid to the fund shall be held by Springdale in the Lowell Sewer Expansion Fund. Those funds shall first be applied to the obligation of Lowell to pay its proportionate share of Phase 3, ("Lowell's Obligation re Phase 3") as provided in Paragraph 2 b. After Lowell's Obligation regarding Phase 3 is fully repaid, all remaining Fees shall be retained by Lowell and shall not be paid to Springdale nor shall these funds be placed in the Lowell Sewer Expansion Fund described in 4c. As to the fees collected beyond Lowell's obligations re Phase 3 and as to any portion of a Fee collected by Lowell above the eight hundred dollars (\$800) per customer minimum required by this Agreement, Lowell shall have the right to do with those funds whatever it deems appropriate in its sole discretion, subject only to Springdale's approval of any expansions on its system.
- c. Lowell Sewer Expansion Fund. The additional Sewer User Charges shall be used to service the indebtedness evidenced by the Revenue Bonds. Upon repayment of all Revenue Bonds, the additional Sewer User Charges shall be deposited into the Lowell Sewer Expansion Fund. After repayment of all of Lowell's Obligation re Phase 3, the fund shall be used by Lowell, in its discretion, for expansion of the City of Lowell sewer system in the future. However, so long as this Agreement or any extension or renewal thereof is in effect, any expansion of the sewer system in the watershed served by the Benton Farm lift station shall require the approval of Springdale, which approval shall not be unreasonably withheld so long as funds are available in the Lowell Sewer Expansion Fund for such expansion, or other funds available to Lowell, but shall take into account the then available reserve capacity of the collection and pumping system in Lowell and Springdale's waste water treatment facilities.

5. **SEWER USER CHARGES.** Except as stated in Paragraph 4, the sewer usage charge collected by Springdale from the sewer customers in Lowell shall be not more than Springdale's outside city rates as the same exist from time to time. The current Lowell charge system in the form of Ordinance # 3038 of Springdale is attached hereto as Exhibit "D". Lowell shall adopt a sewer use ordinance identical to that adopted by Springdale. Lowell shall adopt a Lowell charge ordinance which incorporates, by reference, Springdale's charge ordinance and any future amendments thereto adopted by Springdale, including any incremental increases in sewer user charge added thereby.

6. **TIMING.** The parties agree to use their best efforts to cause the Facilities to be constructed as expeditiously as possible.

7. **CONSTRUCTION.** Upon obtaining the necessary financing, Springdale will cause to be constructed the Facilities enabling sewer service to be expanded in Lowell. The Facilities shall include a new interceptor sewer allowing sewerage from Lowell to gravity flow to a new lift station and then pumped through a new force main to Springdale Wastewater Treatment Plant. The contract of construction shall provide for the repairing of streets in the condition as they are found.

8. **EASEMENTS.** Lowell hereby grants to Springdale the right to place sewer lines on dedicated public streets, alleys, utility easements and other rights of way. Lowell may utilize and occupy its easements within the city limits of Lowell with consent by Springdale; such consent shall not unreasonably be withheld. Lowell shall assist in obtaining authority to cross private property with sewer lines. The form of such easements, together with the provisions contained therein, shall be the same used by Springdale Water and Sewer Commission at the time such easements are granted, and such easements and fee simple interests shall show Springdale Water and Sewer Commission and Lowell as the Grantees thereon. The parties specifically agree that should eminent domain proceedings be required to secure any easement within Lowell's corporate limits, that such action shall be initiated by Lowell in the name of Lowell, which shall bear all expenses related thereto. The easements obtained within Lowell's corporate limits shall belong to Lowell and Lowell shall grant to Springdale the right to place and maintain sewer lines in those easements. Any easements which contain or permit sewer lines which carry flow from Lowell or combined flow from Lowell and Springdale shall be accessible by Lowell with consent; such consent shall not be unreasonably withheld, as long as appropriate protection is provided to any existing infrastructure.

9. **OWNERSHIP.** Upon completion of construction, Springdale shall maintain on file two sets of "AS-BUILT" plans or plans of record which depict the Facilities. Subject to Lowell's option to buy as provided in paragraph 22, all facilities, including lateral sewers, sewage lift stations, force main or mains shall become property of Springdale upon completion of construction and acceptance by Springdale. In the option to buy both parties shall receive full

consideration of the financial investment they have made in the Facilities. The parties shall maintain the right to use the sewer lines constructed pursuant to this Agreement, regardless of where it is located.

10. **MAINTENANCE.** Springdale shall continue to maintain and service all existing sewer facilities remaining in service after the Facilities are completed, and those gravity sewers and interceptors in Lowell proposed to be added as a part of the Facilities, and any sewer system improvements or extension in Lowell which may be constructed and added to the Springdale sewer system in the future.

11. **CONSISTENT APPLICATION.** The fees, sewer rates, rules, procedures, regulations and laws concerning the construction, operation and maintenance of the system shall be applied to Lowell in the same and consistent manner as such are applied in other cities serviced by Springdale, except as otherwise provided in this Contract.

12. **DURATION.** Springdale, for a period of fifteen (15) years from and after the execution of this Agreement, shall operate and maintain the system as set out above and shall treat all waste water collected by the system. At the conclusion of the initial term, this Agreement shall automatically be renewed for another period of fifteen (15) years. This Agreement may be terminated at any time by exercising the Option as hereinafter provided in Section 22, but in no event may this Agreement be terminated before the Revenue Bonds are retired. The Agreement must remain in effect so as not to adversely impact any bonds issued by Springdale to finance the improvements contemplated hereby.

13. **SEWER SERVICE.** Beyond the Facilities as agreed upon above, Springdale shall not be obligated to construct sewer lines to the property lines of those persons to be served by the system. The customer shall be responsible for connecting to the sewer system. Springdale, in operating the system, shall not unreasonably withhold sewer service, when economically feasible, to any potential customers. Springdale shall not be required to provide sewer service to any water customer of the Rogers Water Utilities. Springdale shall not be required to accept any discharge from a septic tank or any other anaerobic treatment and pumping systems, including without limitation, a STEP system, which could result in a septic waste stream being discharged into the Springdale sewer collection system.

14. **CONNECTION.** In order to timely retire the Revenue Bonds and minimize the increase in additional sewer user charges, the parties agree that all persons in the service area proposed to be served by such expansion be required to connect to the Facilities and pay the impact fee contemplated herein. All potential sewer customers within 300 feet of the Facilities shall be required by Lowell to connect to the sewer system in accordance with the rules, regulations and ordinances of Lowell, Springdale, Arkansas State Board of Health and Arkansas Department of Environmental Quality.

15. **CHARGES AND REQUIREMENTS FOR SEWER SERVICE CONNECTION.** Except as stated in Paragraph No. 4, the charges and requirements for sewer service connections shall be the same as for like service in Springdale at the time the sewer service connections are made. Lowell agrees to establish minimum construction requirements for private sewer lines identical to that required by Springdale. Taps or connections to any and all sewer lines shall be made only by Springdale, with approval from Lowell. Approval of such tap or connection by Lowell shall constitute Springdale's authorization to make street cuts and openings where necessary. Springdale shall not be under any obligation to make and will not make any sewer tap or connection after completion of the facilities set forth in Exhibits "A" and "B" attached hereto unless the prospective sewer customer shall have first secured written approval from Lowell and delivered such approval to Springdale. Springdale reserves the right to approve the application for sewer tap or connection by any prospective sewer customer. It is specifically understood and agreed by the parties hereto that base charges for sewer tap shall be whatever charges are in effect in Springdale at the time.

16. **BILLING, COLLECTIONS AND PAYMENTS.** Springdale shall issue billing statements and collect all bills in accordance with Springdale's ordinances and the rules and regulations of the Springdale Water and Sewer Commission now in effect or hereafter adopted, and if any customer fails or refuses to pay such billing, Springdale shall discontinue sewer service to such customer in accordance with such ordinances, rules and regulations.

17. **COMPLIANCE WITH RULES.** All Lowell sewer customers who are connected to the Springdale sewer system shall comply with, at all times, the health ordinances, Sewer Use Code, rules and regulations of Springdale, the Springdale Water and Sewer Commission, the Arkansas State Board of Health, and the Arkansas Department of Environmental Quality governing sewer operations and usage which may now exist or may hereinafter be promulgated. Any disagreements, questions, requests, additions to systems, modification of systems, connections or otherwise shall be handled through Lowell dealing directly with Springdale Water and Sewer Commission. Failure or refusal of any customer to comply with such ordinances, rules or regulations will subject the customer to immediate discontinuance of water and sewer service, and Springdale and Lowell shall in no way be liable for any damages or expenses which may result from such discontinuance.

Each customer shall install all plumbing in accordance with the ordinances, rules and regulations of Springdale in effect at the time such plumbing is installed. All plumbing shall be inspected by Lowell Building Inspector or his authorized agent with the concurrence of, or subject to the review of Springdale Water and Sewer Commission. Fees and charges for such inspection shall be set by Lowell and shall be paid by such customer or prospective customer to Lowell.

18. **CONSTRUCTION OF FACILITIES WITHIN LOWELL AFTER INITIAL CONSTRUCTION COMPLETE.** Any expansion by Springdale of the system to areas of Lowell

shall be a joint decision of Springdale and Lowell. Persons desiring sewer system expansions or extensions shall follow the procedures and policies adopted by Springdale. Such procedures and policies shall include notice to Lowell and a decision by Lowell. It is further understood and mutually agreed that any future expansion of the sewer system to be made by Springdale will be paid by monies that have been collected and placed in the Lowell Sewer Expansion Fund. Upon the termination of this Agreement or the termination after any renewal thereof, Lowell may use the Sewer Expansion Fund to expand its sewer system as it sees fit, subject only to Springdale's approval of any expansions on its system.

19. **ORDINANCES AND REGULATIONS TO FACILITATE PERFORMANCE OF CONTRACT.** Lowell will enact and adopt any ordinances, motions, resolutions, rules or regulations which may be deemed necessary to carry out the terms of this contract. This includes a sewer use ordinance acceptable to Springdale, Environmental Protection Agency, and Arkansas Department of Environmental Quality to control the quality of sewage that may be discharged to the system and a sewer rate ordinance acceptable to the Bond Underwriters.

20. **LIABILITY.** Springdale's liability for damages from sewer stoppages or overflows will be limited to the same as if such stoppage or overflow occurred within Springdale. Springdale shall not be responsible for acts of God, acts of war, insurrections or rebellions, acts of a public enemy, acts of any unauthorized person, firms or corporations, or acts of Lowell.

21. **TAXES PROHIBITED.** Lowell shall not during the period of this contract or any renewal thereof, levy any franchise tax, occupation tax or any other tax of any form whatsoever, by whatever name it may be called, upon Springdale, the sewer system or the operations called for by this contract, but this paragraph shall not prohibit the ability of Lowell from issuing other fees on its users which do not affect the repayment of the debt contemplated herein.

22. **OPTION TO BUY SEWER SYSTEM.** After providing one year advance written notice, Lowell shall have the option to purchase the sewer facilities (including all property interests, easements, sewer pipelines, interceptors, force mains, lift stations, and related equipment) located within the corporate limits of Lowell. The option price shall be the amount of money invested in the sewer system by Springdale as of that time, including interest at the rate of Springdale's bonded indebtedness. At present Springdale has \$139,199.00 invested in the sewer system within the corporate limits of Lowell. But the cost of any part of this system which is enhanced or constructed in Lowell by this Agreement shall not be added to the amount that Springdale has invested. Any additional investment by Springdale, which would increase this amount, shall be agreed upon by the parties prior to the additional investment. This option shall not extend to any other facilities outside Lowell's corporate limits regardless of the fact that some portion was financed by the Revenue Bonds or paid by Impact Fees. Such option may only be exercised after repayment of all Revenue Bonds, although notice may be provided prior to the time all the bonds are retired. Lowell may exercise this option by providing written notice to

Springdale, which notice shall state a proposed date of closing, of not less than one year, of the exercise of the option. At closing Lowell shall pay the option price and Springdale shall provide a bill of sale for those facilities. At the closing of Lowell's exercise of this option to purchase sewer facilities in Lowell, this contract shall be terminated, Lowell shall be disconnected from Springdale's sewer system, and Springdale shall have no further obligation: (a) to maintain the sewer system within the corporate limits of Lowell; or (b) to treat any sewerage or wastewater from Lowell's system. In the event Lowell should not exercise its option to purchase Lowell sewer facilities, all sewer facilities in the City of Lowell shall remain under ownership of Springdale until such time the contract in effect at that time expires at which time, if the Revenue Bonds have been repaid, ownership shall be transferred to Lowell for the amount of money invested in the sewer system by Springdale as of that time, unless the parties enter into another agreement. The parties shall maintain the right to use the sewer lines constructed pursuant to this Agreement regardless of where they are located. Nothing contained herein shall alter the parties' rights or duties under the separate agreement to provide water service to Lowell.

23. **NOTICE.** The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, to the respective parties hereto.

24. **EARLIER AGREEMENT.** The parties hereby agree that a sewer agreement dated February 16, 1989 is hereby replaced by this Agreement and further agree that although the sewer agreement dated February 16, 1989 was in full force and effect until the execution of this Agreement, such sewer agreement dated February 16, 1989 shall hereafter be null and void.

25. **FURTHER INSTRUMENTS.** Springdale and Lowell will, whenever and as often as it shall be requested to do so by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper in order to carry out the intent and purpose of this Agreement, including any instruments or documents requested by the underwriter or bond counsel for the issuance of the Revenue Bonds to finance the design and construction of the Facilities.

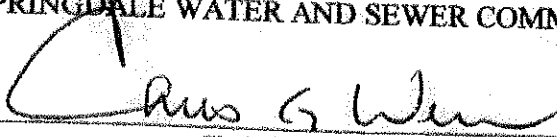
26. **NON-CONVENTIONAL SEWER TREATMENT SYSTEMS PROHIBITED IN THE BENTON FARM LIFT STATION.** In furtherance of the provisions of paragraph 14, Lowell agrees to adopt an ordinance which prohibits the installation of any other public waste water treatment system, except the type of system currently operated by Springdale, within the area served by the Benton Farm Lift Station or any customers inside Lowell to which Springdale provides waste water treatment. This ordinance shall prohibit all non-conventional sewer treatment facilities, including, without limitation, a STEP system within the drainage basins capable of being served by the Facilities except those which meet the design standards of Springdale currently being developed. Except as provided in paragraph 14, this ordinance shall not affect the use of septic tanks by individual landowners in accordance with Arkansas Department of Health Regulations. Nor shall it prohibit pre-treatment facilities installed and operated by commercial or industrial users.

27. WESTERN AREA. The parties agree that Springdale will not provide sewer service to the western area of Lowell's municipal boundaries (the Cross Creek watershed). Lowell intends to serve its western area by connecting to a regional wastewater treatment facility planned by the Northwest Arkansas Conservation Authority. Springdale agrees that Lowell may pursue that concept without being restricted by this Agreement unless the parties otherwise agree.

28. INDEMNIFICATION. Lowell agrees to indemnify Springdale for any payments on any Revenue Bonds, interest charges and other fees or expenses incurred by Springdale to finance the design and construction of the Facilities out of the accounts, fees and charges contemplated hereby. Further, if these contemplated funding sources are not sufficient to pay for these liabilities, Lowell shall be solely responsible for these liabilities. In the event of any challenge of the fees or charges, Lowell agrees to defend Springdale, if Springdale is sued and requests such defense, as well as indemnify Springdale from any claim or expense, including attorney's fees, without limitation for: (i) any such challenge; (ii) the issuance of the Revenue Bonds; (iii) collection of fees or charges used for repayment of the Revenue Bonds or Lowell's Obligations re Phase 3; or, (iv) defense of the legality of the Revenue Bonds. Irrespective of the outcome of any challenge, Lowell's obligations to Springdale as set forth in this agreement remain intact and unaffected. Lowell agrees to pay all amounts due even if the funding mechanisms set forth herein are judicially voided. The parties recognize and agree that Lowell cannot, and, by this agreement, does not, obligate itself beyond its yearly revenues. In furtherance of this indemnification provision, Lowell, however, agrees to implement such additional revenues to allow repayment to Springdale at an apportioned cost per year in an amount not less than the repayment schedule of the Revenue Bonds contemplated by this agreement.

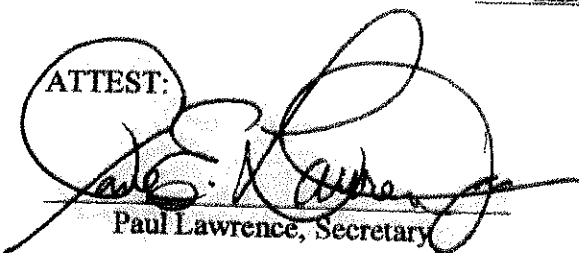
IN WITNESS WHEREOF, Springdale and Lowell have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

SPRINGDALE WATER AND SEWER COMMISSION



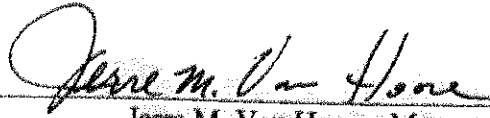
Chris Weiser, Chairman

ATTEST:



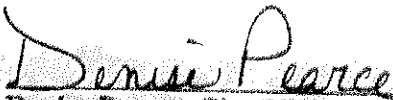
Paul Lawrence, Secretary

CITY OF SPRINGDALE, ARKANSAS



Jerre M. Van Hoose, Mayor

ATTEST:



Denise Pearce, City Clerk

CITY OF LOWELL, ARKANSAS



Phil Biggers, Mayor

ATTEST:



By 
Acting City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE
PURCHASING PROCEDURES OF THE CITY
OF SPRINGDALE, ARKANSAS**

WHEREAS, the State of Arkansas 93rd General Assembly adopted Act 435 that amends the law concerning competitive bidding and purchasing procedures for counties and municipalities; and

WHEREAS, the Springdale City Council desires to make changes in the Springdale Municipal Code of Ordinances to take advantage of changes included in Act 435;

NOW, THEREFORE BE IT ORDAINED BY THE CITY OF SPRINGDALE, ARKANSAS: Section 2-156, Section 2-157 and Section 2-159 shall be amended to read as follows effective August 1, 2021.

Sec. 2-156. - Purchasing procedure generally.

(a)

Purchases below ~~\$2,000.00~~ \$5,000.00. The mayor, or his duly authorized representative, shall have exclusive power and responsibility of making purchases of all supplies, apparatus, equipment and materials for the City of Springdale where the total expenditure therefor is below the sum of ~~\$2,000.00~~ \$5,000.00.

(b)

Purchases of ~~\$2,000.00~~ \$5,000.00 and above. All purchases for the city of supplies, apparatus, equipment, materials and other things requisite for public purposes where the expenditure therefor is in excess of ~~\$2,000.00~~ \$5,000.00, but less than ~~\$20,000.00~~ \$35,000.00 shall be made by the mayor, or the mayor's duly authorized representative, after the securing of quotation bids therefor; provided, however, purchases less than ~~\$20,000.00~~ \$35,000.00 at state bid prices shall be exempt from the provisions of this section. When the securing of quotation bids is required a list of the quotation bids secured shall be attached to the invoice submitted for payment.

Sec. 2-157. - Competitive bidding process.

Except as provided under A.C.A. § 14-58-104(a) and A.C.A § 19-11-249, competitive bids are required when the purchase or contract exceeds the sum of ~~\$20,000.00~~ \$35,000.00, and the mayor, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in a newspaper as required by law. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. Further, nothing in this paragraph shall limit the city council's authority under state law to waive competitive bidding when the city council finds it is not feasible or practical and purchases of greater than ~~\$20,000.00~~ \$35,000.00 at state bid prices shall be exempt from the provisions of this section. The terms of an existing contract may be renewed or extended without soliciting bids, pursuant to A.C.A. § 14-58-104(b), subject to city council approval.

Sec. 2-159. - Sale or exchange of certain materials.

The mayor, or his duly authorized representative, may sell or exchange any municipal supplies, materials or equipment without competitive bidding if such supplies, materials or equipment have a value of less than ~~\$2,000.00~~ \$20,000.00. No supplies, materials or equipment shall be sold without receiving competitive bids (unless advertised and sold at public auction) if the value thereof exceeds the sum of ~~\$2,000.00~~ \$20,000.00. If the mayor believes the value of such supplies, material or equipment to be sold is less than ~~\$2,000.00~~, he shall certify his opinion in writing to the governing body, and after doing so the items shall be sold by the mayor without competitive bidding.

PASSED AND APPROVED this 8th day of June, 2021

.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

RESOLUTION NO. _____

**A RESOLUTION APPROPRIATING FUNDS FROM
THE COURT AUTOMATION FUND**

WHEREAS, the new courtroom includes \$217,612 of technology that meets the expenditure guidelines of the Court Automation Fund; and

WHEREAS, the Court Automation Fund currently has a balance of \$348,635.15; and

WHEREAS, the payment of these expenses from the Court Automation Fund has been approved by Judge Jeff Harper.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$217,612.00 of funds from the Court Automation Fund for technology in the new courtroom.

PASSED AND APPROVED this 8th day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Reaching Milestones Together

May 14, 2021

Wyman Morgan
City of Springdale
201 Spring St
Springdale, AR 72762

Re: Springdale Municipal Campus
Courtroom Technology

Mr. Wyman:

The breakout cost for the courtroom technology is Two Hundred Seventeen Thousand Six Hundred Twelve and 00/100 Dollars (\$217,612.00).

This breakout cost includes all access control, security cameras, AV equipment, conduit and electrical for the courtroom technology.

Sincerely,


Greg Ferus
Project Manager

5/14/2021

Courtroom Technology

TOTAL MSC WORK		\$0.00
OVERHEAD & PROFIT	4.5%	\$0.00

SUB-TOTAL FOR SUBCONTRACTS	\$205,163.38
ADDITIONAL TIME REQUEST-DAYS	0

TOTAL ADD TO CONTRACT **\$217,612**



3446 Wagon Wheel Road
Springdale, AR 72762
Phone: (479) 750-1833
Web: www.dunksecurity.com
Contractors License # 0163100521

FIRE

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

SECURITY

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

COMMUNICATIONS

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

ADDITIONAL SERVICES

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



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

April 26, 2021
Attn: Greg Ferris
2002 South 48th Street Ste A
Springdale, AR 72762



Courtroom Area | Security

SUMMARY:

The equipment listed below is detailed on sheet TY1.1.C dated on the email 4/22/2021. This number reflects all the equipment, wire, and labor needed to install such items.

SECURITY EQUIPMENT:

- (1) 4-Door Access Control Panels (x3)
- (2) Proximity Readers (x12)
- (3) Power Supply
- (4) DPS's (x12)
- (5) Panic System with Buttons (x3)
- (6) Indoor Cameras with mounts (x12)
- (7) Access Control Wiring, Camera Wiring, Installation Labor, & Programming

PRICE:

\$46,078.00*

EXCLUSIONS- 110 VAC, conduit & boxes, credentials (fobs, cards, etc.) & camera licensing

Okay to proceed:

Approval Signature

Today's Date

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

Jason Dunk

Jason Dunk | CEO
479-750-1833 ext. 209

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



COMMERCIAL AUDIO SYSTEMS

1802 Lowell Rd. Springdale, AR 72764
(479)756-9623 phone

WWW.COMMERCIALAUDIO.COM

City of Springdale's New Courtroom A/V System

Quantity	BRAND	MODEL	Description
Courtroom C103			
Phase 1			
1	FSR	PWB-320-ESK	Kit consisting of full size box, with 2 equipment shelves and finished trim ring
1	FSR	PWB-323-AC3	Internal AC bracket with 3 Decora SpikeShield™ 15 amp Receptacles
1	FSR	PWB-323-SMK	Shelf Kit - 2 Shelves and Side Brackets
3	CRESTRON	FT2-500-ELECT-B	table flip top
3	CRESTRON	FT2A-CBLR-GR-4K-HD	Gravity HDMI
3	CRESTRON	FT2A-CBLR-GR-USB	Gravity USB
3	CRESTRON	FT2A-CBLR-GR-CAT6	Gravity data - cat 6
2	CRESTRON	FT2A-PWR-US-1	POWER
1	CRESTRON	FT2A-PWR-US-1	POWER
1	CRESTRON	FT2A-PLT-BLANK-10	Blank plates - 10
7	Crestron	DM-NVX-360c	Encoder / Decoder
10	Crestron	DM-NVX-360	Encoder / Decoder
1	Crestron	DMPS3-4K-250-C-AIRMEDIA	Control System
1	Crestron	PW-5430DUS	Control System
1	Crestron	TSW-770-B-S	Touch Panel
0	Crestron	TSW-UMB-70	table top kit
3	FSR	FL-500P-6-B	Floor box
3	FSR	FL-500P-BLK-C	Cover
3	CAS	CUSTOM AVF PANEL	CUSTOM PANEL
1	Shure	QLXD4	wireless mic receiver
1	Shure	QLXD1	wireless mic tx
1	Shure	WL184	Wireless lav mic
2	Shure	UA8	Wireless Antenna
1	Louroe	DV-ML	Vandal Resistant Microphone
6	Shure	MX410/C	Gooseneck Mic
6	Shure	MX400DP	Desktop Base
1	MARSHALL	MLCS-32	COURTROOM C103
1	Samsung	BD-F5100	discontinued - blu ray
1	AverVision	M70HD	document camera
6	Planar	Helium PCT2435	TOUCH SCREEN
1	Shure	MX410/C	Gooseneck Mic
1	Shure	MX400Sp	SURFACE MOUNT PREAMP
3	Vaddio	999-9966-880	RoboShot 1W
3	Vaddio	999-9966-880	RoboShot 1W
3	Vaddio	999-9595-000	OneLINK Bridge AV
1	Vaddio	999-5660-00	AV Bridge MatrixMIX
1	Vaddio	999-5755-000	PCC MatrixMIX
1	CAS	LOCAL	SHIELDED CAT6A PATCH PANEL
1	CDW	WS-C3650-24FS	NETWORK SWITCH
1	Crestron	CEN-10-RLY-104	relay
1	SurgeX	SEQ	Sequencers
1	Philips	49BDL3050Q	49" display (stampede)
1	CHIEF	LSM1U	WALL MOUNT
1	SurgeX	SA-82	Flatpak power
2	Listen	LT-800	transmitter
2	Listen	LA-123	antennae
10	Listen	LR-5200	receivers
1	Crown	Dei 8J300	Power Amp
8	JBL	C29AV-1	Loudspeaker
8	JBL	MTC-29UB	U-BRACKET
1	Atlas Sound	C10AT72	Loudspeaker
1	Atlas Sound	VP161A-R8	haffle
1	Atlas Sound	161RES	recessed enclosure
1	Biamp	TesiraFORTE AVB VT	DSP
1	Middle Atlantic	MRK-4028AXS	Equipment Rack
1	Middle Atlantic	TRACK50	Service track
1	Middle Atlantic	TRACKL	service track

1	MIDDLE ALTANTSBI-CP12		BLANK (12pc)
1	MIDDLE ALTANTUDI		DRAWER
1	Middle Atlantic	BB-40	Bus Bar
1	Middle Atlantic	FC-2-215-1CA	Thermostatic Fan Controller
1	Middle Atlantic	QFAN	Fan
1	SurgeK	SEQ	Sequencers
1	Tripp Lite	SU750RTXL2U	Smart UPS
1	CAS		CABLE/HARDWARE
1	CAS		VIDEO CONF CODEC
0	CAS	LIFT	LIFT
64	CAS	LABOR	INSTALL -
0	CAS	LABOR	HOTEL
0	CAS	LABOR	PER DIEM

SUBTOTAL	\$	127,018.62
TAX	\$	12,066.77
BOND	\$	-
TOTAL	\$	139,085.38

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR DEAN'S
TRAIL PHASE II**

WHEREAS, sealed bids were received on May 25, 2021 at 2:00 p.m. for the construction of phase II of Dean's Trail: and

WHEREAS, two bids were received with Harris United being the low bidder for this project at \$2,341,645.40;

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Harris United for construction of the phase II of Dean's Trail for \$2,341,645.40.

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

PASSED AND APPROVED this 8th day of June, 2021.

Doug Sprouse, Mayor

ATTEST:

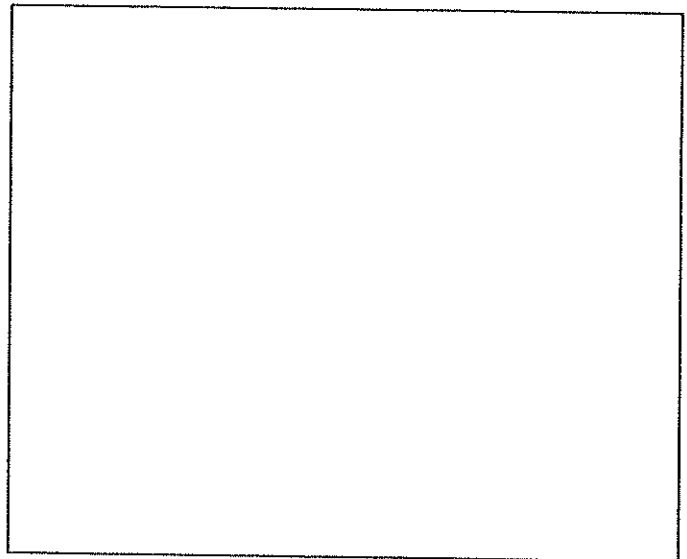
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE RELEASING,
VACATING, AND ABANDONING A
DEDICATED PUBLIC STREET, AND
DEVOTING A PORTION OF THIS
PROPERTY TO OTHER PUBLIC
PURPOSES, PURSUANT TO ARK.
CODE ANN. §14-54-104(2), IN MOUNT
CALLAHAN ACRES SUBDIVISION TO
THE CITY OF SPRINGDALE, BENTON
COUNTY, ARKANSAS, AND
DECLARING AN EMERGENCY.**



WHEREAS, on April 24, 1964, the subdivision plat for Mount Callahan Acres was filed for record in the Benton County land records at Plat Record "F", Page 87;

WHEREAS, the aforementioned plat contained a thirty (30) foot wide street dedication located between Lots 1,2,3 and Lots 4,5 of said subdivision;

WHEREAS, the above-described street has never been constructed, has not been used as a public street, and it is not practicable for the City to build this street;

WHEREAS, Ark. Code Ann. §14-54-104(2) gives cities of the first class the authority to alter or change the width or extent of streets, and to vacate portions thereof;

WHEREAS, Ark. Code Ann. §14-54-104(2) also provides that where lands have been acquired or donated to the city for any object or purpose which has become impossible or impracticable to achieve, the lands may be used or devoted for other proper public purposes;

WHEREAS, the City of Springdale has previously taken action to vacate portions of dedicated city streets in Mount Callahan Acres; namely, Ordinance No. 1547 passed on December 10, 1985 (filed at Book 645, Page 222 in the Benton County Land Records), and Ordinance No. 4600 passed on June 26, 2012 (filed at Book 2012, Page 25459 in the Benton County Land Records);

WHEREAS, all interested parties have been afforded the opportunity to be heard on this Ordinance, and the City Council has discussed this matter at its Committee meeting on May 17, 2021, and on June 2, 2021, and a record of these discussions are a matter of public record;

WHEREAS, after taking into consideration all the facts and circumstances associated with this matter, it is in the best interests of the City to vacate that portion of a dedicated street located between Lots 1,2,3 and Lots 4,5 of Mount Callahan Acres Subdivision, except for a portion to be devoted to use by the Springdale Water & Sewer Commission, and described as follows:

Commencing at the SE corner of Lot 1, Mount Callahan Acres, and running thence North 250.00 feet to the POINT OF BEGINNING; thence West 25.00 feet; thence North 30.00 feet; thence East 25.00 feet; thence South 30.00 feet to the POINT OF BEGINNING, containing 750 square feet or 0.02 acres, more or less. And as shown on the attached Exhibit "A".

WHEREAS, the portion of the dedicated public street vacated herein shall become the property of the adjoining property owners as is provided by Ark. Code Ann. §14-301-306, and that said property is intended to constitute just compensation which may be owed to any adjoining property owner due to the passage of this Ordinance;

WHEREAS, public interest and welfare will not be adversely affected by the releasing, vacating, and abandoning of the dedicated public street herein described, and by devoting a portion to other public purposes as described herein.

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

Section 1: For the reasons stated herein, the City of Springdale, Arkansas, hereby releases, vacates and abandons its interests, with the rights of the public generally, in and to a thirty (30) foot wide street dedication located between Lots 1,2,3 and Lots 4,5 of Mount Callahan Acres Subdivision, filed as Plat Record "F", Page 87, of the land records of Benton County, Arkansas, except for a portion to be devoted to use by the Springdale Water & Sewer Commission, as previously described herein;

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Benton County, Arkansas, and recorded in the Deed records of the County.

Section 3: Subject to that portion herein devoted to use by the Springdale Water & Sewer Commission, upon abandonment of the dedicated public street described herein, the ownership of the property shall vest in the owners of the real estate abutting thereon, with each such abutting owner taking title to the center line of the street so abandoned, and the ownership shall be free from the previously dedicated city street.

Section 4: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2021.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

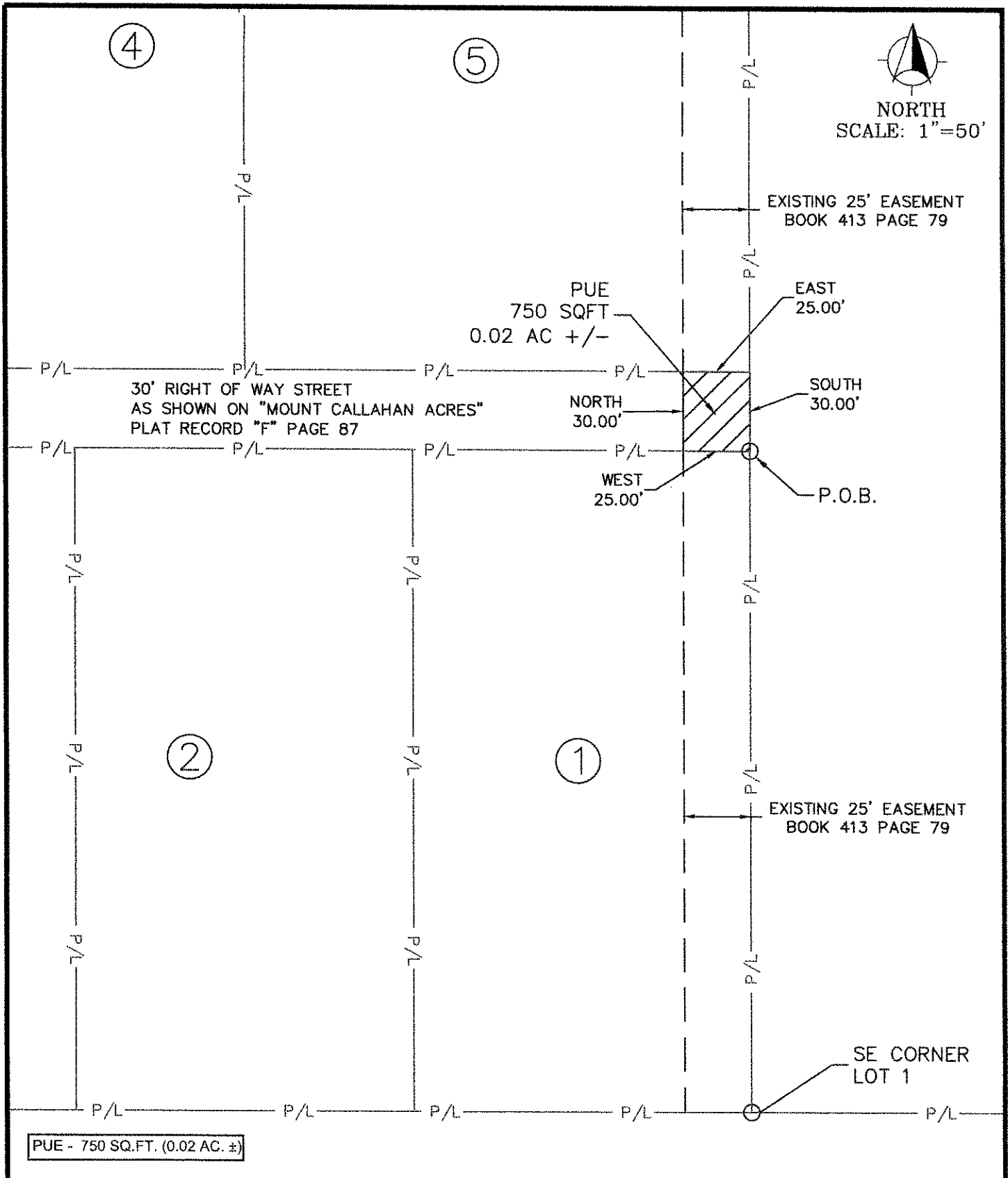


EXHIBIT "A"
MOUNT CALLAHAN ACRES
PERMANENT UTILITY EASEMENT



SPRINGDALE WATER UTILITIES
 526 OAK ST. - P.O. BOX 769
 SPRINGDALE, AR. 72765-0769
 (479) 751-5751