

**CITY OF SPRINGDALE**  
**Committee Agenda**  
**Wednesday, July 5<sup>th</sup>, 2023**  
**Tiered Training Room (2<sup>nd</sup> Floor)**  
**201 Spring Street, Springdale, AR 72764**  
**Meetings begin at 5:30p.m.**

**Finance Committee by Chairwoman Amelia Williams**

1. **A Resolution** authorizing the expenditure of funds to acquire a portion of land from Freda Willingham for the Kendrick Avenue Improvement Project, Project No. 18BPS16. Presented by Ben Peters, Director of Engineering. Pg. 1.

**Health, Sanitation, and Property Maintenance by Chairman Jeff Watson**

2. **An Ordinance** ordering the razing (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 309 Montrose Avenue; to declare an emergency, and for other purposes. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 2-7
3. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 2101 W. Huntsville Avenue; to declare an emergency, and for other purposes. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 8-13
4. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 6873 East Downum Road; to declare an emergency, and for other purposes. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 14-17
5. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located on Gibbs/Nichols Road; to declare an emergency, and for other purposes. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 18-28
6. **An Ordinance** ordering the razing and (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located on Gibbs/Nichols Road (shed); to declare an emergency, and for other purposes. Presented by Tom Evers, Chief Building Inspector for the Building Department. Pgs. 29-34

## **Parks and Recreation Committee by Chairman Mike Lawson**

7. **A Resolution** waiving competitive bidding and authorizing the purchase of outdoor furniture for Turnbow Park. Presented by Chad Wolf, Director of Springdale Parks and Recreation. Pgs. 35-45
8. **A Resolution** authorizing the execution of a Professional Services Agreement to procure a contract for artificial turf and other purposes. Presented by Colby Fulfer, Chief of Staff. Pgs. 46-51

## **Committee of the Whole**

9. **A Discussion** on 2023 Street Bond Projects. Presented by Ben Peters, Director of Engineering. *Tabled from 06/27/2023 City Council Meeting.* Pgs. 52-57

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXPENDITURE  
OF FUNDS TO ACQUIRE A PORTION OF LAND FROM  
FREDA WILLINGHAM FOR THE KENDRICK AVENUE  
IMPROVEMENT PROJECT, PROJECT NO. 18BPS16.**

**WHEREAS**, the City of Springdale is in need of acquiring a portion of land for the Kendrick Avenue Improvement Project, Project No. 18BPS16, Tract 4, said lands being owned by Freda Willingham;

**WHEREAS**, the City of Springdale has determined by appraisal that the sum of \$5,100.00 is the estimated just compensation for the property needed from Ms. Willingham;

**WHEREAS**, the property owner has extended a counter-offer that the City pay the total sum of \$7,336.00 to acquire the land needed for the project, said amount being justified by the nature of the property, and the increase in property values;

**WHEREAS**, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$2,236.00 to acquire the property needed from Ms. Willingham, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City is hereby authorized to acquire a portion of land for the Kendrick Avenue Improvement Project, Project No. 18BPS16, Tract 4, said lands being owned by Freda Willingham for the total sum of \$7,336.00 to be paid from the 2018 Street Bond.

**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 ORDERING THE RAZING  
(DEMOLITION) AND REMOVAL OF A CERTAIN  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED AT 309 MONTROSE AVENUE;  
TO DECLARE AN EMERGENCY AND FOR OTHER  
PURPOSES.**

**WHEREAS**, Jesus Martinez, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 94, Deerfield Subdivision, Phase II in the City of Springdale as per plat of said subdivision on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

Commonly known as 309 Montrose Avenue, Springdale, Washington County, Arkansas

Tax Parcel No.815-32943-000

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

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

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

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

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

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

**Section 1.** That the structure located at 309 Montrose Avenue, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner



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

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor’s authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

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](http://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

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Jesus Martinez  
309 Montrose Ave.  
Springdale, AR 72762

BOKF, NA DBA Bank of Arkansas  
P. O. Box 35688  
Tulsa, OK 74153

RE: Property located at 309 Montrose Avenue  
Springdale, Washington County, Arkansas

Dear Mr. Martinez:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 309 Montrose Avenue and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 309 Montrose Avenue, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

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

Sincerely,



Ernest B. Cate  
City Attorney

Enclosure

EBC:dp

cc: Chief Building Inspector

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

Article Number (Transfer from service label) 20 0640 0001 3065 7155

9590 9402 7283 2028 6480 88

NA DBA Bank of Arkansas  
Box 35688  
OK 74153

Article Addressed to:  
or on the front if space permits.  
Attach this card to the back of the mailpiece,  
so that we can return the card to you.

Print your name and address on the reverse  
Complete items 11, 12, and 13 OK 740

3. Service Type  
☐ Adult Signature Restricted Delivery  
☐ Adult Signature Restricted Mail<sup>TM</sup>  
☐ Registered Mail<sup>TM</sup>  
☐ Registered Mail Restricted Delivery  
☒ Certified Mail<sup>®</sup>  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

3. Service Type  
☐ Priority Mail Express<sup>®</sup>  
☐ Registered Mail<sup>TM</sup>  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation<sup>TM</sup>  
☐ Signature Confirmation Restricted Delivery

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

B. Received by (Printed Name) *[Signature]*  
C. Date of Delivery *6-2-23*

A. Signature *[Signature]*  
☐ Agent  
☐ Addressee

COMPLETE THIS SECTION ON DELIVERY

Domestic Return Receipt

USPS TRACKING #

9590 9402 7283 2028 6480 88

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

United States  
Postal Service

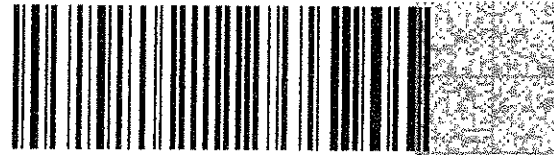
• Sender: Please print your name, address, and ZIP+4® in this box•

Office of the City Attorney  
201 N. Spring Street  
Springdale, AR  
72764

309 Montrose



CITY OF SPRINGDALE  
OFFICE OF CITY ATTORNEY  
201 SPRING STREET  
SPRINGDALE, AR 72764



US POSTAGE  
ZIP 72701 \$ 008.34<sup>0</sup>  
02 4W  
0000346448 MAY 31 2023

7020 0640 0001 3065 7148

*[Handwritten signature]*

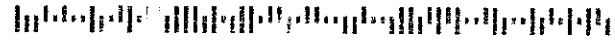
Jesus Martin  
309 Montros  
Springdale, A

-R-T-S- 727642010-1N 009 06/21/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD  
RETURN TO SENDER

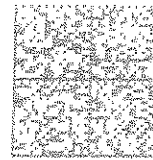
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7276435537



CITY OF SPRINGDALE  
OFFICE OF CITY ATTORNEY  
201 SPRING STREET  
SPRINGDALE, AR 72764

PRESORTED  
FIRST CLASS



US POSTAGE  
ZIP 72701 \$ 000.54<sup>0</sup>  
02 4W  
0000346448 MAY 31 2023

Jesus Martinez  
309 Montrose Ave.  
Springdale, AR 72762

NIXIE 722 DE 2270 0006/04/23

RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

VAC  
7276435537

BC: 72764455401 \*125K-08274-04-29





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 2101 W. HUNTSVILLE AVE.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, Amanda A. Berganza, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

A Part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 18 North, Range 30 West, Washington County, Arkansas, described as beginning at the Northwest corner of said 40 acre tract and running thence East four hundred sixty-nine and thirty-one one-hundredths (469.31) feet for a beginning corner to the lands herein conveyed and running thence South six hundred eighty-six and seven-tenths (686.7) feet; thence East one hundred ninety and three-tenths (190.3) feet; thence North six hundred eighty-six and seven-tenths (686.7) feet; thence West one hundred ninety and three tenths (190.3) feet to the place of beginning, containing three (3) acres, more or less. Less and except the following described land: part of the NE 1/4 of the SE 1/4, of Section 34, Township 18 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: starting at the SW corner of the NE 1/4 of the SE 1/4 of Section 34; thence North 01 degree 16'25" East along the West line thereof a distance of 1282.20 feet to a point on the Southerly existing right-of-way line of West Huntsville Avenue; Thence South 88 degrees 17'51" East along said existing right-of way line a distance of 165.06 feet to a point; then North 01 degrees 16'25" East along said existing right-of-way line a distance of 5.00 feet to a point; thence South 88 degrees 17'51" East along said existing right-of-way line a distance of 306.70 feet for the point of beginning; thence continue South 88 degrees 17'51" East along the Southerly existing right-of-way line of West Huntsville Avenue a distance of 192.72 feet to a point; thence South 01 degrees 57'47" West a distance of 13.00 feet to a point on the Southerly proposed right-of-way of West Huntsville Avenue; thence North 88 degrees 17'51" West along said proposed right-of-way line a distance of 53.40 feet to a point; thence South 01 degrees 42'09" West along said proposed right-of-way line a distance of 2.00 feet to a point; thence North 88 degrees 17'51" West along said proposed right-of-way line a distance of 139.16 feet to point; thence North 01 degrees 19'21" East a distance of 15.00 feet to the point of beginning and containing 0.06 acres, more or less.

Commonly known as 2101 W. Huntsville Avenue, Springdale, Washington County, Arkansas

Tax Parcel No.815-29825-000

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

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

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

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

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

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

**Section 1.** That the structure located at 2101 W. Huntsville Avenue, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



**SPRINGDALE**<sup>TM</sup>  
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**OFFICE OF CITY ATTORNEY**

201 Spring Street • Springdale, Arkansas 72764

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

[www.springdalear.gov](http://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

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Amanda Berganza  
288 Brandon's Loop  
Springdale, AR 72762

United Bank  
2600 South Thompson Street  
Springdale, AR 72764

RE: Property located at 2101 West Huntsville Ave.  
Springdale, Washington County, Arkansas

Dear Ms. Berganza:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 2101 West Huntsville Ave. and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 2101 West Huntsville, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

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

Sincerely,



Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

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

Article Number (Transfer from service label)  
7020 0540 0001 3065 6427

9590 9402 7283 2028 6476 54

Aminda Berganza  
288 Brandon's Loop  
Springdale, AR 72764

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

ENDER: COMPLETE THIS SECTION

3. Service Type  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Adult Signature  
☐ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) *Berganza*

C. Date of Delivery

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

USPS TRACKING #

9590 9402 7283 2028 6476 54

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

United States  
Postal Service

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

Office of the City Attorney  
201 North Spring Street  
Springdale, AR 72764

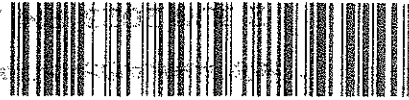
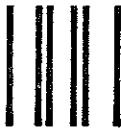
2101 W. Huntsville

Office of the City Attorney  
221 North Spring Street  
Springdale, AR  
72704

United States  
Postal Service

9590 9402 7283 2028 6476 47

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



USPS TRACKING #

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.

Article Addressed to:

United Bank  
2600 South Thompson  
Springdale, AR 72764



9590 9402 7283 2028 6476 47

Article Number (Transfer from service label)

7020 0640 0001 3065 6424

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Paulton Seal*

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Paulton Seal

C. Date of Delivery

6/2/2023

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING  
(DEMOLITION) AND REMOVAL OF A CERTAIN  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED AT 6873 EAST DOWNUM ROAD;  
TO DECLARE AN EMERGENCY AND FOR OTHER  
PURPOSES.**

**WHEREAS**, Margaret F. Downum, is the owner of certain real property situated in Springdale, Benton County, Arkansas, more particularly described as follows:

Part of the NW 1/4 of the SW 1/4 of Section 20, Township 18 North, Range 30 West, Benton County, Arkansas, described as beginning at the NE corner of said 40 acres, thence South 103.5 feet, thence West 80 feet, thence North 103.5 feet, thence East 80 feet to the point of beginning, and part of the N1/2 of the SW 1/4 OF Section 20, Township eighteen (18) North, Range thirty (30) West Benton County, Arkansas, described as follows: beginning at a point 103.5 feet South of the NW corner of the NE 1/4 of the SW 1/4 of said section thence South 177 feet; thence South 88° East 330 feet; thence South 217 feet; thence West 500 feet; thence North 510.8 feet; thence South 88° East 90.5 feet; thence South 103.5 feet; thence East 80 feet to the place of beginning. And part of the NE 1/4 of the SW 1/4 of Section 20, Township eighteen (18) North, Range thirty (30) West Benton County, Arkansas, described as follows; beginning at the NW corner of said quarter quarter section, run thence South 17 rods; thence East 8 rods; Thence North 17 rods, thence West 8 rods, to the place of beginning, Benton County, Arkansas, less and except: all that part of said tract lying within the right-of-way of Downum Road, less and except: a part of the Northeast Quarter (NE 1/4) of the Southwest quarter (SW 1/4) and part of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of Section twenty (20), Township eighteen (18) North, Range thirty (30) West Benton County, Arkansas, and being more particularly described as follows, to-wit: beginning at a point on the West right-of-way of County Road #241, which is 87.66 feet East and 94.99 feet South of the Northwest Corner of said Northeast quarter (NE1/4), Southwest quarter (SW1/4), Section twenty (20) and thence with said county road right-of-way the following South 05°38'10" West 109.33 feet, South 30°19'37" East 56.15 feet, South 65°00'21" East 7.33 feet, South 86°56'39" East 114.95 feet, South 42°44'12" East 25.54 feet, South 01°40'31" East 82.72 Feet, South 52.00 feet, thence leaving said county road right-of-way North 74°6'22" West 487.97 feet, thence North 208.15 feet, thence North 88°00'22" East 257.82 feet to the point of beginning. Also less and except: part of the N1/2 of the SW 1/4 of Section 20, Township 18 North, Range 30 West of the Fifth Principle Meridian in Benton County Arkansas, being more particularly described as follows: commencing at the Southeast Corner of the Southwest quarter of the Southwest quarter of said Section 20; thence N89°04'15"W 659.98 feet to a set 5/8" rebar pin; Thence N00°06'40"W 1863.47 feet to a set 5/8" rebar pin; thence S89°05'14" E 330.63 feet; Thence N00°06'40"W 329.15 feet; thence N88°56'10"E 159.40 feet to the point of beginning; thence N88°56'10"E 500.01 feet; thence S00°07'27"E 61.68 feet; thence N89°05'14"W 500.00 feet; thence N00°06'40"W 63.00 feet to the point of beginning, containing 0.96 acres, more or less subject to the right-of-way of Downum Road and any easements recorded or unrecorded.

Commonly known as 6873 East Downum Road, Springdale, Benton  
County, Arkansas

Tax Parcel No. 21-00167-546

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

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

**WHEREAS**, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to

commence repairs on the property, or to demolish and remove the building from the property;

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

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

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

**Section 1.** That the structure located at 6873 East Downum Road, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



**SPRINGDALE**  
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**OFFICE OF CITY ATTORNEY**

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

May 31, 2023

Margaret F. Downum  
6791 E. Downum Road  
Springdale, AR 72762

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

RE: Property located at 6873 E. Downum Road, Springdale, Benton County, Arkansas

Dear Mrs. Downum:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 6873 E. Downum Road and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 6873 E. Downum Road, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

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

Sincerely,

Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector



Page 17

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURES WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED ON GIBBS/NICHOLS ROAD; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.**

**WHEREAS**, Bobby Cousins, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Commonly known as Gibbs Road, Springdale, Washington County, Arkansas

Tax Parcel No.815-33682-400

**WHEREAS**, there are three (3) separate structures (2 mobile homes and a shed) on the property which are unfit for human habitation, constitute a fire hazard, otherwise are dangerous to human life, or constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further are unsightly, and are considered unsafe and unsightly structures in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

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

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

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

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

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

**Section 1.** That the three (3) structures located on Gibbs Road, Springdale, Arkansas, are dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of these dilapidated, unsightly, and unsafe structures.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structures located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structures shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structures to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structures and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



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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

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs/Nichols Road (Burnt Mobile Home)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

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

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector



**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:

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100



9590 9402 7283 2028 6476 30

2. Article Number (Transfer from service label)

7020 0640 0001 3065 7186

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Mickey Kirk*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

*Mickey Kirk*

C. Date of Delivery

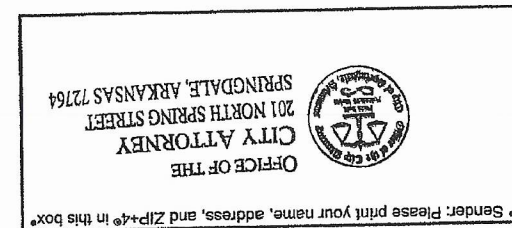
D. Is delivery address different from item 1? ☐ Yes  
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3. Service Type

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

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Ernest B. Cate  
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ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

David D. Phillips  
Deputy City Attorney  
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Garrett Harlan  
Deputy City Attorney  
gharlan@springdalear.gov



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

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs/Nichols Road (Middle Mobile Home)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

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

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and



you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.


Sincerely,

A handwritten signature in black ink, appearing to read 'EBC', with a stylized flourish extending from the end.

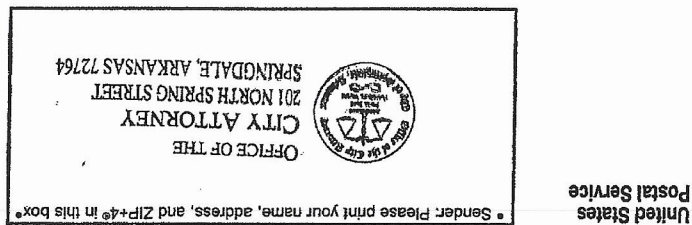
Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>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.</p> <p>Article Addressed to:</p> <p><b>Bobby Ray Cousins</b> 7744 Gibbs Road Springdale, AR 72762-4100</p>  <p>9590 9402 7283 2028 6481 25</p> <p>Article Number (Transfer from online label) 020 0640 0001 3065 7179</p>		<p>A. Signature X <i>Mickey King</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mickey King</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><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 type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>			

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City Attorney  
ecate@springdalear.gov

Taylor Samples  
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dputt@springdalear.gov

Sasha Bennett  
File/Discovery Clerk  
sabennett@springdalear.gov

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs Road (Camper, Shed)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:


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

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

Sincerely,



Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>Complete items 1, 2, and 3.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p><b>Bobby Ray Cousins</b>  <b>44 Gibbs Road</b>  <b>Springdale, AR 72762-4100</b></p>		<p>A. Signature  <i>x [Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Mickey King</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>9590 9402 7283 2028 6481 01</p> <p>Article Number (Transfer from service label)  <b>7019 2970 0000 7258 2559</b></p> <p>Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	

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Office of the  
 City Attorney  
 201 North Spring Street  
 Springdale, Arkansas 72764

United States Postal Service

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ORDERING THE RAZING  
(DEMOLITION) AND REMOVAL OF A CERTAIN  
STRUCTURE WITHIN THE CITY OF SPRINGDALE,  
ARKANSAS, LOCATED ON GIBBS/NICHOLS ROAD  
(SHED); TO DECLARE AN EMERGENCY AND FOR  
OTHER PURPOSES.**

**WHEREAS**, Bobby Cousins, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Commonly known as Nichols Road, Springdale, Washington County,  
Arkansas

Tax Parcel No.815-33682-300

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

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

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

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

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

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

**Section 1.** That the structure located on Nichols Road, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

**Section 2.** That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

**Section 3.** If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative,

is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



Ernest B. Cate  
City Attorney  
ecate@springdalear.gov

Taylor Samples  
Senior Deputy City Attorney  
tsamples@springdalear.gov

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

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](http://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

May 26, 2023

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Bobby Ray Cousins  
7744 Gibbs Road  
Springdale, AR 72762-4100

RE: Property located on Gibbs/Nichols Road (Shed)  
Springdale, Washington County, Arkansas

Dear Mr. Cousins:

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

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Wednesday, July 5, 2023, in the Tiered Training room located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, July 11, 2023. This meeting will take place in the Tiered Training room of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and

you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.



Sincerely,



Ernest B. Cate  
City Attorney

Enclosure  
EBC:dp

cc: Chief Building Inspector


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><b>Bobby Ray Cousins</b>  <b>7744 Gibbs Road</b>  <b>Springdale, AR 72762-4100</b></p>  <p>9590 9402 7283 2028 6481 18</p> <p>2. Article Number (Transfer from service label)  <b>7020 0640 0001 3065 7162</b></p>		<p>A. Signature   <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <b>Michael King</b></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No          If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>			

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

Domestic Return Receipt

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

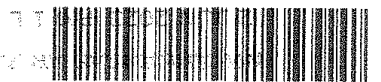
**OFFICE OF THE  
 CITY ATTORNEY  
 201 NORTH SPRING STREET  
 SPRINGDALE, ARKANSAS 72764**



United States  
 Postal Service

9590 9402 7283 2028 6481 18

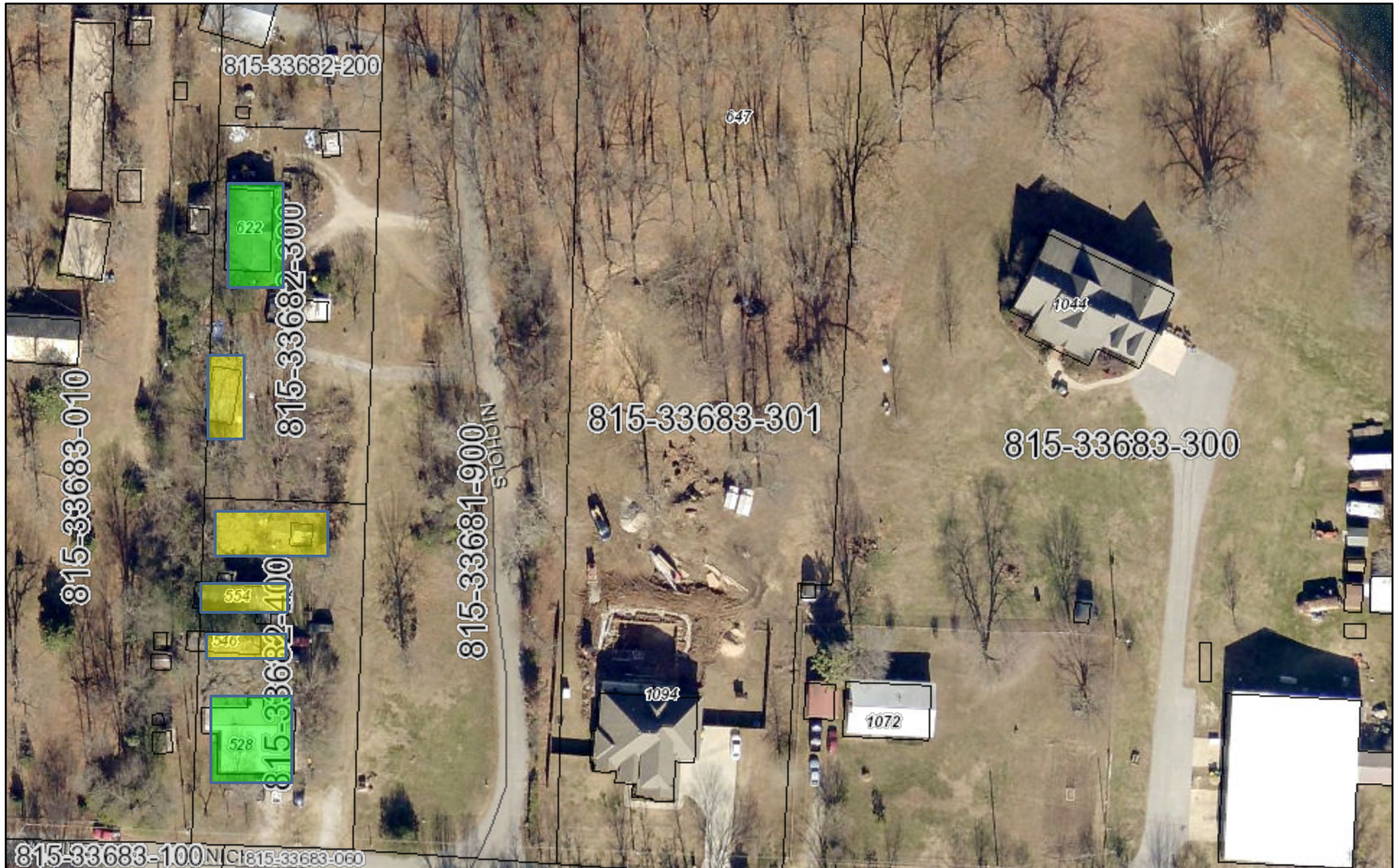
First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10



USPS TRACKING #

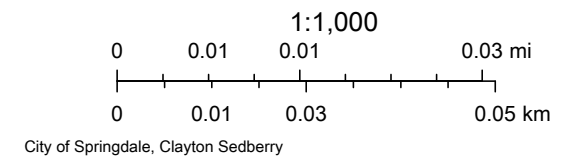


# City of Springdale Zoning Map



May 5, 2023

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



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION WAIVING COMPETITIVE BIDDING  
AND AUTHORIZING THE PURCHASE OF OUTDOOR  
FURNITURE FOR TURNBOW PARK**

**WHEREAS**, Springdale Parks and Recreation would like to upgrade the outdoor furniture at Turnbow Park in Downtown Springdale, and

**WHEREAS**, the current furniture has served its purpose for many years but is at the end of its life, and

**WHEREAS**, Springdale Parks and Recreation would like to purchase outdoor furniture from Innovative Business Interiors who has provided a quote in the amount of \$81,635.95, to be paid for out of the city's General Fund, and

**WHEREAS**, Innovative Business Interiors is a part of the State Buy Board program in Arkansas, and

**WHEREAS**, A.C.A. § 14-58-303 (b)(2)(B) states "The governing body by Resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical".

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that competitive bidding is hereby waived for the purchase of the outdoor furniture for Turnbow Park from Innovative Business Interiors and the Mayor is hereby authorized to execute an agreement with Innovative Business Interiors in the amount of \$81,635.95, to be paid for out of the city's General Fund.

**PASSED AND APPROVED** this 11<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



# innovative business interiors

3837 Elm Springs Road  
Springdale, Arkansas 72762  
479.872.2100

## PROPOSAL

DATE	PROPOSAL#
06/16/23	3368

VALID THROUGH: 06/30/23  
PROJECT#: 10-20

<b>CUSTOMER:</b>
City of Springdale 201 SPRING ST SPRINGDALE AR 72764
PH# 479-750-8173

SALESPERSON: Craig Bruce

PROPOSAL FOR: Park Furniture

<b>PROJECT LOCATION:</b>
City of Springdale 201 SPRING ST SPRINGDALE AR 72764

TERMS: Net 30

\*Omnia Contract #2020000622

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
4	15	LOLLYGAGGER	TALL LOLLYGAGGER LOUNGE CHAIR 5- Leaf Green 5- Sky Blue 5- Sunset Orange	537.00	8,055.00
5	1	Loll Freight	Freight	805.50	805.50
8	15	Gretchen Litter	MATCHES CITY STANDARD	1,353.66	20,304.90
9	34	PARC C	PARC CENTRE CHAIR WITH ARMS	334.02	11,356.68
10	17	PARC T	PARC CENTRE TABLE 24" DIAMETER	720.78	12,253.26
11	1	LANDSCAPE FORMS	SHIPPING & HANDLING	4,500.00	4,500.00
12	1	INSTALL	Design and Specifying Services, Delivery, Installation Trash Removal	17,108.22	17,108.22
				PRODUCT	74,383.56
ACCEPTED BY _____					
DATE ACCEPTED _____					
If paying w/credit card, a 3% processing fee will be applied.				TAX	7,252.39
				TOTAL	81,635.95

## Terms and Conditions

The purchaser agrees that they have reviewed the proposal, furniture plan, and all specifications defining components, including furniture sizes, fabrics, and finishes and that all are correct. Each approved item is made to order and cannot be canceled or returned to the manufacturer.

### General

**All drawings, specifications, presentations, and quotes presented by Innovative Business Interiors are considered exclusive and confidential. Prices quoted are firm for 30 days or until any increases are imposed by the manufacturer(s) or whichever comes first. Please note, totals do not include any applicable sales tax unless clearly stated.**

- **Lead Times:** All lead times are approximate. Typical made-to-order manufacturer lead times are 5-10 weeks. Lead-times are controlled by the manufacturer and are beyond Innovative Business Interiors control. Innovative Business Interiors is not responsible for manufacturer production delays.
- **Change Order:** Orders cannot be canceled except by mutual consent. The purchaser will pay any additional charges resulting from changes. Changes made to the specifications detailed in this contract may alter the project total and cause delays in target installation dates. Any changes made during the installation are subject to review and additional charges.
- **Storage:** If the job site/area is not ready on its scheduled delivery date, Innovative will secure warehousing and charge additional compensation for extra handling and delivery costs. An additional 3% of the selling price per month for storage will be assessed. Concealed damages within cartons will not be covered.
- **Delivery and Installation:** Delivery and Installation: All work, delivery, and installation shall occur during regular business hours from Monday-Friday 08:00 AM – 5:00 PM unless other arrangements have been agreed upon. Charges are based on one consolidated delivery unless otherwise noted. Any split ship or additional deliveries as requested by the end-user may result in additional fees up to \$1000 per trip. Additional fees will be commensurate with the scope of the request.
- Innovative is not responsible for any item specified by an external source that is too large or heavy for the elevator.
- A 1.5% service charge will be applied monthly if the invoice is not paid in full within the terms of the invoice.
- If paying with a credit card, a 3% processing fee will be applied.

### Site Conditions

**If all site conditions requirements are not met, additional charges per man hour for additional labor and materials are incurred.**

- The proposal is based on a ground-level installation. For higher-level installations, an elevator or lift must be accessible during installation hours.
- The installation area must be completed and free of other trades materials and equipment for proper furniture staging.
- All interior construction, including painting, ceiling, flooring, and wall base, must be completed before installation commences.
- Innovative is not responsible for removing existing furniture, personal items, and/or computer equipment unless specified in the scope of work.
- Innovative is not responsible for data/network cabling but can participate in the planning stages to coordinate appropriately.
- Hardwiring of base feeds or power pole is the responsibility of an electrician provided by the customer to connect it to the building's electric supply.

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Client Signature

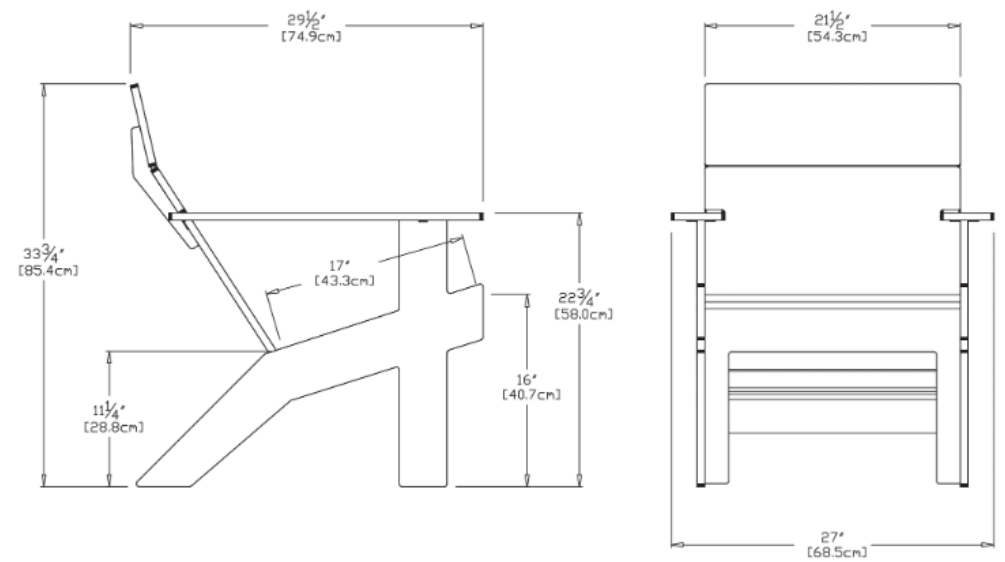
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Date

# Turnbow Park

City of Springdale  
June 2023





Tall Lollygagger Chair





To match City Standard



These pieces →

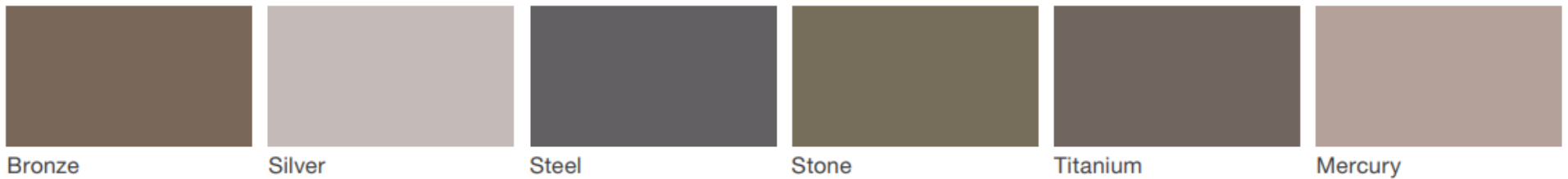


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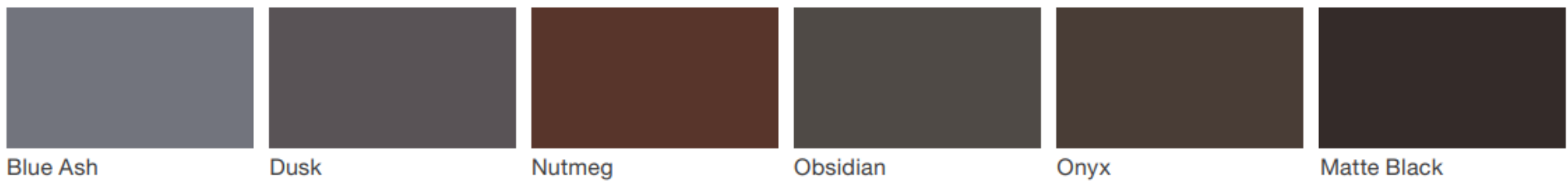
### Powdercoated Metal (Gloss)\*



### Powdercoated Metal (Metallic)\*



### Designer Palette Architectural Series (Low Sheen)\*



Key





Key



naughtone  
 DATESWEISER  
 EDELMAN  
 LEATHER  
 HAY  
 KnollTextiles  
 GEIGER  
 spinneybeck | filzfelt  
 Knoll  
 HermanMiller  
 colebrook bosson saunders  
 muuto  
 maharam  
 HOLLY HUNT  
 fully

Thank You

innovative  
 business interiors

3837 Elm Springs Rd  
 Springdale, Arkansas 72762  
 479.872.2100

MillerKnoll + 
 



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
PROFESSIONAL SERVICES AGREEMENT TO PROCURE  
A CONTRACT FOR ARTIFICIAL TURF AND OTHER  
PURPOSES**

**WHEREAS**, the City of Springdale is in need of proposals for a new artificial turf; and

**WHEREAS**, to receive competitive and accurate proposals or quotes, procurement services should be done in a timely manner for artificial turf companies to prepare for submittals; and

**WHEREAS**, a proposal has been submitted to the City of Springdale for identifying artificial turf needs, securing the best value, and creating a recommended priority list and other purposes; and

**WHEREAS**, pursuant to Section 2-203 of the Code of Ordinances of the City of Springdale, procurement consulting services have been declared to be a professional service

**WHEREAS**, the price not to exceed amount for professional services to procure a artificial turf proposal shall be \$90,000 exclusive of a shared savings agreement to incentivize the project to come in under budget.

**WHEREAS**, the contractor who obtains the award for the turf project shall reimburse the City for procurement consultant fee associated with the project;

**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 Blackfin Consulting for procuring a artificial turf contract to be paid for out of the general fund and reimbursed by 2023 bond funds.

**PASSED AND APPROVED** this \_\_\_\_ day of July 11, 2023

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



## **General Services Contract**

This Contract (Contract) is made between the City of Springdale, Arkansas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Special Terms and Conditions

### **I. Summary of Contract Terms.**

Contractor:	Blackfin Sports Consulting P.O. Box 9373 Fayetteville, AR 72703
City:	City of Springdale 201 Spring Street Springdale, Arkansas 72764
Description of Services:	Contractor will provide consulting services related to the selection and procurement process of purchasing sports facilities turf and natural grass products and installation.
Contract Type:	Percentage Contract with progress payments based on completed milestones. (See III, B)
Effective Date:	Upon the date of execution by the City of Springdale
Termination Date:	Upon completion of Contract with a Turf Vendor as provided herein, but no later than March 1st, 2024.
Renewal:	No renewal options.

**II. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CONTRACTOR:**

**CITY OF SPRINGDALE**

---

---

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### III. Standard Contractual Provisions.

#### A. Definitions.

*Contract* means this Standard Services Contract.

*Services* mean the services for which the City received a proposal from Blackfin.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will invoice City for services based on completed milestones as follows.

<b><u>A. Signed General Services Contract</u></b>	<b><u>(\$30,000)</u></b>
<b><u>B. Completion of procurement process and awarded contract.</u></b>	<b><u>(\$30,000)</u></b>
<b><u>C. Start of Installation phase</u></b>	<b><u>(\$15,000)</u></b>
<b><u>D. Completion of Total Project</u></b>	<b><u>(\$15,000, plus shared savings)</u></b>

The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default within fifteen (15) days of such written notice, or longer if agreed to by the parties, the party giving the notice of default may terminate this Contract. Either party may terminate this Contract for convenience upon thirty (30) days' written notice to the other party. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party. Upon termination, Contractor shall immediately discontinue all services and work being performed pursuant to the General Services Contract. Contractor shall provide copies of any and all documents that have been created by Contractor for purposes of negotiating or finalizing the Turf and Natural Grass Agreement to the City within five (5) business days of the effective date of termination.

#### D. Liability and Indemnity.

CONTRACTOR SHALL RELEASE FROM LIABILITY, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY, OR EXPENSE FOR DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY PERSON, INCLUDING BUT NOT LIMITED TO OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR SUBCONTRACTORS,

CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT, OF CONTRACTOR OR ITS SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR ANY OF THEM, RESULTING FROM SUCH NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT; AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGEMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH RESULTING FROM SUCH NEGLIGENT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT. TO THE EXTENT PERMITTED BY LAW, CITY AGREES TO INDEMNIFY CONTRACTOR FOR ANY LOSS OR DAMAGE TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION, OR ACT OF INTENTIONAL MISCONDUCT OF THE CITY IN THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL REQUIRE THE CITY TO CREATE A SINKING FUND TO SATISFY ANY OBLIGATION UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT. NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A WAIVER OF CITY'S STATUTORY SOVERIGN IMMUNITY PURSUANT TO ARK.CODE ANN. §21-9-301.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. This Contract is governed by the law of the State of Arkansas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Washington County, Arkansas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees, but each shall be responsible for its legal fees and expenses.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or any other cause relating to this Contract, neither party will seek

or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Contract if the performance is delayed, and shall have the right to terminate this Contract if a force majeure event continues for more than sixty (60) days, because of war; civil commotion; acts of God' inclement weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party.

M. Confidential Information. Contractor understands and acknowledges that Contractor will be provided with information that may be confidential by law, rule, statute, ordinance, or legal order. Contractor shall not disclose any information deemed confidential to any party who is not privy to or who does not have a special right of access to said information. Contractor agrees to use confidential information for purposes of providing the services contemplated herein only as determined by the City. Disclosure of, unauthorized use of, any confidential information by Contractor is a material breach of this Contract. If Contractor violates this provision, and in addition to any other remedies at law or in equity that the City may have, the City may immediately obtain injunctive relief in a court of competent jurisdiction enjoining any continuing or further breaches and exercise any further remedies as authorized by law. Contractor agrees to indemnify and hold the City harmless for any claims for damages caused by Contractor's breach of this confidentiality provision.

N. Right to Audit. During the term of this Contract, and at any time within three (3) years following the expiration or termination of this Contract, the City shall have the right of access to all information held in the possession of the Contractor related to services performed under this Contract, for audit purposes or otherwise. Contractor agrees to provide access to such information unless expressly prohibited from doing so by a court or other governmental order. Except in the event of an emergency, the City will provide reasonable advance notice of any intended audits or requests for information, not less than ten (10) days, including identifying the information needed if possible. Contractor agrees that it will keep records relating to the services provided hereunder for as long as required by the Contract and by law. This provision shall survive termination of this Contract.

O. Insurance. Consultant will maintain, for the duration of the Term, insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, Commercial General Liability, and Employee Liability. Commercial general coverage shall: (i) be maintained during the term of this Agreement with a minimum limit of one (1) million dollars (\$500,000) per occurrence; (ii) name City as an additional insured; and (iii), be regarded as primary insurance for any and all claims made relating to or arising from any and all activities related to or arising from this Agreement. Consultant shall provide Client with a copy of the declarations page from such policies required under this Agreement within thirty (30) days of the Effective Date hereof.

#### **IV. Special Terms or Conditions. None.**



**EXHIBIT A**  
**CONTRACTOR'S SCOPE OF SERVICES**

Scope of services shall consist of the contractor providing overall project management, Procurement development and process, contract negotiations, contract implementation, and inspection of product for the City of Springdale. We will conduct either a RFP process or waive competitive bidding and select vendor based on quotes, budget and timeline.

**Procurement Process**

- 1) Kick-Off Strategy Meeting and Data Request
- 2) Preparation of Procurement
- 3) Vendor Coordination: RFP or Quotes
- 4) Evaluation and Recommendation
- 5) Finalist Interviews and presentations
- 6) Award Contract
- 7) Negotiating the Final Contract
- 8) Signed Contract

**Inspection Items**

- 1) Evaluation and inspection of turf product
- 2) DIG process (Density, Infill, Gage)
- 3) Thatch inspection
- 4) Nylon netting and proper installation
- 5) Backstop materials and installation

**Consulting Fee**

Procurement Consulting Fee Total	\$90,000.00
(Based on 2% of a project estimate of \$4,500,000.00)	

**Shared Savings Incentive**

Project cost savings shall be shared on the following basis: Any savings below the artificial turf estimate of \$4,500,000.00 shall be shared equally between the city and Blackfin Consulting.

Awarded Vendor will reimburse the City for contractor services.

Printing and legal costs are to be supplied by the City.

## 2023 BOND PROJECT DESCRIPTIONS

PROJECT	DESCRIPTION
1 Elm Springs Road/40th Street Intersection Improvements	Improvements include adding an Eastbound right turn lane on Elm Springs and adding another Northbound left turn lane on 40th Street
2 Don Tyson Parkway/Highway 71 Intersection Improvements	Improvements include adding Eastbound and Westbound dedicated right turn lanes on Don Tyson Parkway
3 Huntsville Avenue/Thompson Street Intersection Improvements	Improvements include adding Eastbound and Westbound dedicated right turn lanes on Huntsville Avenue
4 Thompson Street/Robinson Avenue Intersection Improvements	Improvements include a new Eastbound through lane on Robinson from Pleasant to Thompson
5 Pleasant Street/Sunset Avenue Intersection Improvements	Improvements include pedestrian facilities (ped heads, ADA ramps, and crosswalks) on all legs of the intersection
6 Backus Street/Thompson Street Intersection Improvements	Improvements include extending the existing dual Eastbound left turn bays to a total of 200 feet of storage
7 Don Tyson Parkway/Old Missouri Road Intersection Improvements	Improvements include adding a Eastbound right turn lane on Don Tyson Parkway
1 Har-Ber Extension (40th to 48th)	This project consists of constructing about 0.5 miles of a 2-3 lane roadway section from 40th Street to 48th Street. This project will include a 5 foot sidewalk and 12 foot sidepath and a bridge across I-49 with signals at each end.
2 Don Tyson Parkway (Gene George to Highway 112)	This project consists of constructing 0.8 miles of Don Tyson Parkway from the existing Gene George roundabout to Highway 112. This project will include a 4 lane roadway section with a raised center median, a 10 foot sidepath, and 5 foot sidewalk.
3 Gene George Blvd. (Elm Springs Road to County Line Road)	This project consists of 1.3 miles of Gene George Boulevard from the Elm Springs roundabout to County Line Road. This project will include a 4 lane roadway with a raised center median, a 12 foot sidepath, and 5 foot sidewalk.
4 Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)	This project consists of improving 0.5 miles of Shiloh Street from Maple Avenue to Huntsville Avenue. The project will add sidewalks, ADA ramps, pedestrian crossings, on street parking, streetlights, trees, benches, and other amenities.
5 County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)	This project consists of about 0.75 miles of County Line Road improvements from Lowell Road to 0.5 miles west of Thompson Street. This project includes construction of a 3 lane section, a 12 foot sidepath, and 5 foot sidewalk. A traffic signal would be added at Thompson Street, and trail improvements would extend from the street sidepath to the Razorback Greenway.
6 Springdale Street Reconstructions (13 Locations)	This project consists of full depth reconstructions of the following Streets: Shipley Street (Porter to Quandt), Quandt Avenue (Thompson to Maple), Porter Avenue (Thompson to Turner), Highland Avenue (Thompson to Shipley), Raedel Avenue (Turner to Crutcher), Lutz Road (Butterfield Coach to City Limits), Julio Road (Butterfield Coach to Hylton), Dyer Street (Princeton to Sunset), Horseshoe Drive (Campbell to end of road), Taylor Avenue (Hinshaw to Elmdale), Birchwood Avenue (Greenbriar to end of road), Gibbs Road (Yeager to Nichols), and Robbins Road (Fair to city limits)
7 Albright Road (Butterfield Coach Road to Hylton Road)	This project consists of constructing 0.5 miles of Albright Road between Hylton and Butterfield Coach. Improvements include a 3 lane roadway with a 12 foot sidepatch and 5 foot sidewalk.
8 64th Street South (Watkins to Don Tyson)	This project consists of constructing 0.5 miles of 64th Street between Watkins and the future Don Tyson Parkway. Improvements include a 4 lane roadway section with a raised center median, 12 foot sidepath, and 5 foot sidewalk.
9 Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)	This project consists of constructing 500 feet of Dick Smith Street between Rockburn Avenue and Ford Avenue. Improvements include a 2 lane roadway section with 5 foot sidewalks on both sides of the street.
10 Sunset Avenue Extension and Powell Street Improvements (Holcomb Street to Robinson Avenue)	This project consists of extending Sunset Avenue 0.4 miles from Holcomb Street to Powell Street. The extension would also include 0.6 miles of improvements on Powell Street from Sunset Avenue to Aspenridge Drive. Improvements include a 3 lane roadway with 12 foot sidepath and 5 foot sidewalk.
1 Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)	This project consists of extending Dean's Trail 0.65 miles from the terminus at Don Tyson Parkway to the Lake Fayetteville Trail. Improvements include a 12 foot trail and a bridge over Highway 265.
2 Smart School Connections (Various locations)	This project includes \$500k in sidewalk connections from neighborhoods to schools in various locations throughout Springdale
1 East Emma Avenue Streetscape (Park Street to Old Missouri)	This project consists of 0.45 miles of streetscape improvements from Park Street to Old Missouri Road. Improvements include wide sidewalks, ADA ramps, pedestrian crossings, on street parking, streetlights, trees, benches, and other amenities.
2 Meadow Avenue Safe Streets (Thompson to Commercial)	This project consists of 0.5 miles of safe street improvements for Meadow Avenue from Thompson Street to Commercial Street. Improvements include a thin overlay, on street parking, crosswalks, and sidepaths.
11 Apple Blossom Avenue (Goad Springs Road to Highway 71)*	This project consists of widening 1 mile of West Apple Blossom Avenue from Thompson to Goad Springs Road. Improvements would include a 4 lane roadway with a raised median, 10 foot sidepath, 5 foot sidewalk, and a new traffic signal at Dixieland Street.
2 Pride of Springdale Trail Improvements (Emma and Pleasant to Gutensohn and Huntsville; Har-Ber from 48th to Gene George)	This project consists of providing 1.25 miles of bike facilities from Maple Avenue and Pleasant Street to Emma Avenue and Gutensohn Road. This project also includes 0.5 miles of bike facilities from 48th Street and Har-Ber Avenue to Gene George Boulevard and Har-Ber Avenue.
12 American Street Extension (Hembree to American)	This project consists of constructing 0.1 miles of American Street from Morlan Avenue to the Tyson corporate office parking lot. Improvements would include a 2 lane roadway with a 10 foot sidepath and a 5 foot sidewalk.
3 Pleasant Street Safe Street (Watson to Emma)	This project consists of 0.5 miles of safe street improvements for Pleasant Street from Watson Drive to Emma Avenue. Improvements include a thin asphalt overlay, on street bike lanes, and crosswalks.

13	County Line Road Improvements (Gene George Blvd. to Shaw Park) **	This project consists of 1 mile of County Line Road improvements from the Gene George roundabout to Shaw Park. Improvements include a 3 lane road section with a 12 foot sidepath on the north side of the road.
6	Falcon Area Trail Improvements (Falcon from 40th to JB Hunt Park; Gutensohn from Falcon to Huntsville)	This project consists of 1 mile of bike facilities from Falcon Road and 40th Street to J.B. Hunt Park. This project also includes 0.9 miles of bike facilities from Falcon Road and Silent Grove Road to Huntsville Avenue and Gutensohn Road.
14	Gene George Blvd. South Phase 2 (End of Road to New Hope Road)	This project consists of 0.75 miles of Gene George Boulevard improvements from the current end of road to the New Hope Road roundabout and New Hope Road improvements from Gene George to the 56th Street Intersection. This project includes a 4 lane roadway with a raised median, a 10 foot sidepath and 5 foot sidewalk for Gene George, and a 3 lane road with 5 foot sidewalks for New Hope.
15	40th Street Improvements (Wagon Wheel Road to Spring Creek)	This project consists of 0.7 miles of 40th Street improvements from Wagon Wheel Road to Spring Creek. Improvements include a 3 lane roadway with 10 foot sidepath and 5 foot sidewalk. The new alignment will remove the sharp S curves from the existing road.
5	Fitzgerald Trail Improvements (Emma and Old Missouri to Gray Drive and Huntsville)	This project consists of 0.5 miles of trail from Dean's Trail at Emma Avenue and Old Missouri Road to the end of trail at Huntsville Avenue and Gray Drive.
16	Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)***	This project consists of 0.4 miles of Gene George Boulevard improvements from the New Hope Road roundabout to Johnson Mill Boulevard. This project includes a 4 lane roadway with a raised median, a 10 foot sidepath, and 5 foot sidewalk.
3	Watkins/Chapman/West End Trail Improvements (Watkins and 48th to Pleasant and Watson)	This project consists of 3.5 miles of bike facilities from Watkins Avenue and 48th Street to Pleasant Street and Watson Drive.
4	Johnson Avenue Safe Street (Thompson to Commercial)	This project consists of 0.55 miles of safe street improvements for Johnson Avenue from Thompson Street to Commercial Street. Improvements include a thin overlay, on street parking, crosswalks, and new sidewalks.
7	Backus Trail Improvements (Backus and 40th to Greenway/Thompson crossing)	This project consists of 1.3 miles of bike facilities from Backus Avenue and Gutensohn Road to the Razorback Greenway crossing under Thompson Street.
5	Commercial Street Safe Street (Johnson to Meadow)	This project consists of 0.15 miles of safe street improvements for Commercial Street from Meadow Avenue to Johnson Avenue. Improvements include a thin overlay, on street parking, and crosswalks.
6	Main Street Safe Street (Johnson to Grove)	This project consists of 0.25 miles of safe street improvements for Main Street from Grove Avenue to Johnson Avenue. Improvements include a thin overlay, on street parking, and crosswalks.
17	Don Tyson Parkway East (Habberton Road to End of Road)	This project consists of widening 0.4 miles of Don Tyson Parkway from the Habberton Road roundabout to the end of road. Improvements include a 4 lane roadway with a raised median, 8 foot sidepath, and 5 foot sidewalk.

2023 BOND PROJECTS - STAFF RECOMMENDATIONS

	PROJECT	DESIGN	ROW ACQUISITION	UTILITY RELOCATION	CONSTRUCTION	PROJECT TOTAL	CUMULATIVE TOTAL
1	Elm Springs Road/40th Street Intersection Improvements	\$370,000.00	\$120,000.00	\$150,000.00	\$2,210,000.00	\$2,850,000.00	\$2,850,000.00
2	Don Tyson Parkway/Highway 71 Intersection Improvements	\$300,000.00	\$70,000.00	\$150,000.00	\$150,000.00	\$670,000.00	\$3,520,000.00
3	Huntsville Avenue/Thompson Street Intersection Improvements	\$300,000.00	\$70,000.00	\$100,000.00	\$1,500,000.00	\$1,970,000.00	\$5,490,000.00
4	Thompson Street/Robinson Avenue Intersection Improvements	\$380,000.00	\$130,000.00	\$70,000.00	\$2,310,000.00	\$2,890,000.00	\$8,380,000.00
5	Pleasant Street/Sunset Avenue Intersection Improvements	\$70,000.00	\$20,000.00		\$130,000.00	\$220,000.00	\$8,600,000.00
6	Backus Street/Thompson Street Intersection Improvements	\$210,000.00	\$40,000.00	\$50,000.00	\$1,020,000.00	\$1,320,000.00	\$9,920,000.00
7	Don Tyson Parkway/Old Missouri Road Intersection Improvements	\$230,000.00	\$40,000.00	\$70,000.00	\$850,000.00	\$1,190,000.00	\$11,110,000.00
1	Har-Ber Extension (40th to 48th)				\$15,000,000.00	\$15,000,000.00	\$26,110,000.00
2	Don Tyson Parkway (Gene George to Highway 112)		\$1,000,000.00	\$200,000.00	\$9,270,000.00	\$10,470,000.00	\$36,580,000.00
3	Gene George Blvd. (Elm Springs Road to County Line Road)		\$2,800,000.00	\$900,000.00	\$15,000,000.00	\$18,700,000.00	\$55,280,000.00
4	Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)	\$240,000.00	\$1,070,000.00	\$200,000.00	\$1,240,000.00	\$2,750,000.00	\$58,030,000.00
5	County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)	\$750,000.00	\$1,360,000.00	\$560,000.00	\$6,500,000.00	\$9,170,000.00	\$67,200,000.00
6	Springdale Street Reconstructions (13 Locations)	\$300,000.00			\$4,000,000.00	\$4,300,000.00	\$71,500,000.00
7	Albright Road (Butterfield Coach Road to Hylton Road)	\$505,000.00	\$1,005,000.00	\$105,000.00	\$3,590,000.00	\$5,205,000.00	\$76,705,000.00
8	64th Street South (Watkins to Don Tyson)		\$600,000.00	\$200,000.00	\$5,400,000.00	\$6,200,000.00	\$82,905,000.00
9	Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)	\$250,000.00	\$235,000.00	\$100,000.00	\$1,290,000.00	\$1,875,000.00	\$84,780,000.00
10	Sunset Avenue Extension and Powell Street Improvements (Holcomb Street to Robinson Avenue)	\$1,020,000.00	\$2,140,000.00	\$900,000.00	\$7,240,000.00	\$11,300,000.00	\$96,080,000.00
1	Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)		\$100,000.00	\$200,000.00	\$5,606,000.00	\$5,906,000.00	\$101,986,000.00
2	Smart School Connections (Various locations)	\$50,000.00	\$100,000.00		\$500,000.00	\$650,000.00	\$102,636,000.00
1	East Emma Avenue Streetscape (Park Street to Old Missouri)	\$250,000.00		\$100,000.00	\$3,000,000.00	\$3,350,000.00	\$105,986,000.00
2	Meadow Avenue Safe Streets (Thompson to Commercial)	\$120,000.00			\$988,000.00	\$1,108,000.00	\$107,094,000.00

- Street Intersections - \$11,110,000 (10.4%)
- Street Improvements - \$80,670,000 (75.3%)
- Street Reconstructions - \$4,300,000 (4.0%)
- Trails - \$6,556,000 (6.1%)
- Safe Streets - \$4,458,000 (4.2%)

(ALL DOLLAR VALUES ARE ESTIMATES. ACTUAL AMOUNTS FOR EACH PROJECT ARE SUBJECT TO CHANGE)

Since these estimates are very preliminary in nature, we have factored in a 20% contingency from the full 135 million dollar advertized bond yield. As we get solid numbers going forward, we can add projects as funds become available. The full bond yield is also variable, so we have kept the project cap at \$107 million. We feel like in the 3rd quarter of 2024, as project costs become known and we realize the bond yield, we will review the project list and add projects to this bond.

## OTHER 2023 BOND PROJECT LIST

	PROJECT	DESIGN	ROW ACQUISITION	UTILITY RELOCATION	CONSTRUCTION	PROJECT TOTAL	CUMULATIVE TOTAL
11	Apple Blossom Avenue (Goad Springs Road to Highway 71)*	\$840,000.00	\$1,410,000.00	\$185,000.00	\$6,000,000.00	\$8,435,000.00	\$8,435,000.00
2	Pride of Springdale Trail Improvements (Emma and Pleasant to Gutensohn and Huntsville; Har-Ber from 48th to Gene George)	\$300,000.00	\$250,000.00	\$200,000.00	\$2,500,000.00	\$3,250,000.00	\$11,685,000.00
12	American Street Extension (Hembree to American)	\$200,000.00	\$500,000.00	\$100,000.00	\$1,500,000.00	\$2,300,000.00	\$13,985,000.00
3	Pleasant Street Safe Street (Watson to Emma)	\$50,000.00			\$242,000.00	\$292,000.00	\$14,277,000.00
13	County Line Road Improvements (Gene George Blvd. to Shaw Park) **		\$880,000.00	\$360,000.00	\$5,520,000.00	\$6,760,000.00	\$21,037,000.00
6	Falcon Area Trail Improvements (Falcon from 40th to JB Hunt Park; Gutensohn from Falcon to Huntsville)	\$150,000.00	\$200,000.00	\$150,000.00	\$2,700,000.00	\$3,200,000.00	\$24,237,000.00
14	Gene George Blvd. South Phase 2 (End of Road to New Hope Road)				\$8,788,000.00	\$8,788,000.00	\$33,025,000.00
15	40th Street Improvements (Wagon Wheel Road to Spring Creek)	\$1,170,000.00	\$1,210,000.00	\$460,000.00	\$8,330,000.00	\$11,170,000.00	\$44,195,000.00
5	Fitzgerald Trail Improvements (Emma and Old Missouri to Gray Drive and Huntsville)	\$200,000.00	\$100,000.00	\$80,000.00	\$1,000,000.00	\$1,380,000.00	\$45,575,000.00
16	Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)***				\$1,796,000.00	\$1,796,000.00	\$47,371,000.00
3	Watkins/Chapman/West End Trail Improvements (Watkins and 48th to Pleasant and Watson)	\$250,000.00	\$300,000.00	\$200,000.00	\$6,860,000.00	\$7,610,000.00	\$54,981,000.00
4	Johnson Avenue Safe Street (Thompson to Commercial)	\$60,000.00			\$570,000.00	\$630,000.00	\$55,611,000.00
7	Backus Trail Improvements (Backus and 40th to Greenway/Thompson crossing)	\$200,000.00	\$200,000.00	\$100,000.00	\$2,740,000.00	\$3,240,000.00	\$58,851,000.00
5	Commercial Street Safe Street (Johnson to Meadow)	\$15,000.00			\$41,000.00	\$56,000.00	\$58,907,000.00
6	Main Street Safe Street (Johnson to Grove)	\$40,000.00			\$132,000.00	\$172,000.00	\$59,079,000.00
17	Don Tyson Parkway East (Habberton Road to End of Road)	\$100,000.00	\$120,000.00	\$100,000.00	\$2,000,000.00	\$2,320,000.00	\$61,399,000.00

As we get solid numbers going forward, we can add projects as funds become available. We feel like in the 3rd quarter of 2024, as project costs become known and we realize the bond yield, we will review the project list and add projects to this bond.

\*Depending on Lowell funding

\*\*Depending on Elm Springs funding

\*\*\*Depending on Johnson funding



### Legend

-  Street Improvements
-  Street Reconstructions
-  Intersection Improvements
-  Trail Improvements
-  Safe Street Improvements

### 2023 Springdale Transportation Bond Projects Staff Recommendations

1. Elm Springs Road/40th Street Intersection Improvements

2. Don Tyson Parkway/Highway 71 Intersection Improvements

3. Huntsville Avenue/Thompson Street Intersection Improvements

4. Thompson Street/Robinson Avenue Intersection Improvements

5. Pleasant Street/Sunset Avenue Intersection Improvements

6. Backus Street/Thompson Street Intersection Improvements

7. Don Tyson Parkway/Old Missouri Road Intersection Improvements

1. Har-Ber Extension (40th to 48th)

2. Don Tyson Parkway (Gene George to Highway 112)

3. Gene George Blvd. (Elm Springs Road to County Line Road)

4. Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)

5. County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)

6. Springdale Street Reconstructions (13 Locations)

7. Albright Road (George Anderson Road to Hylton Road)

8. 64th Street South (Watkins to Don Tyson)

9. Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)

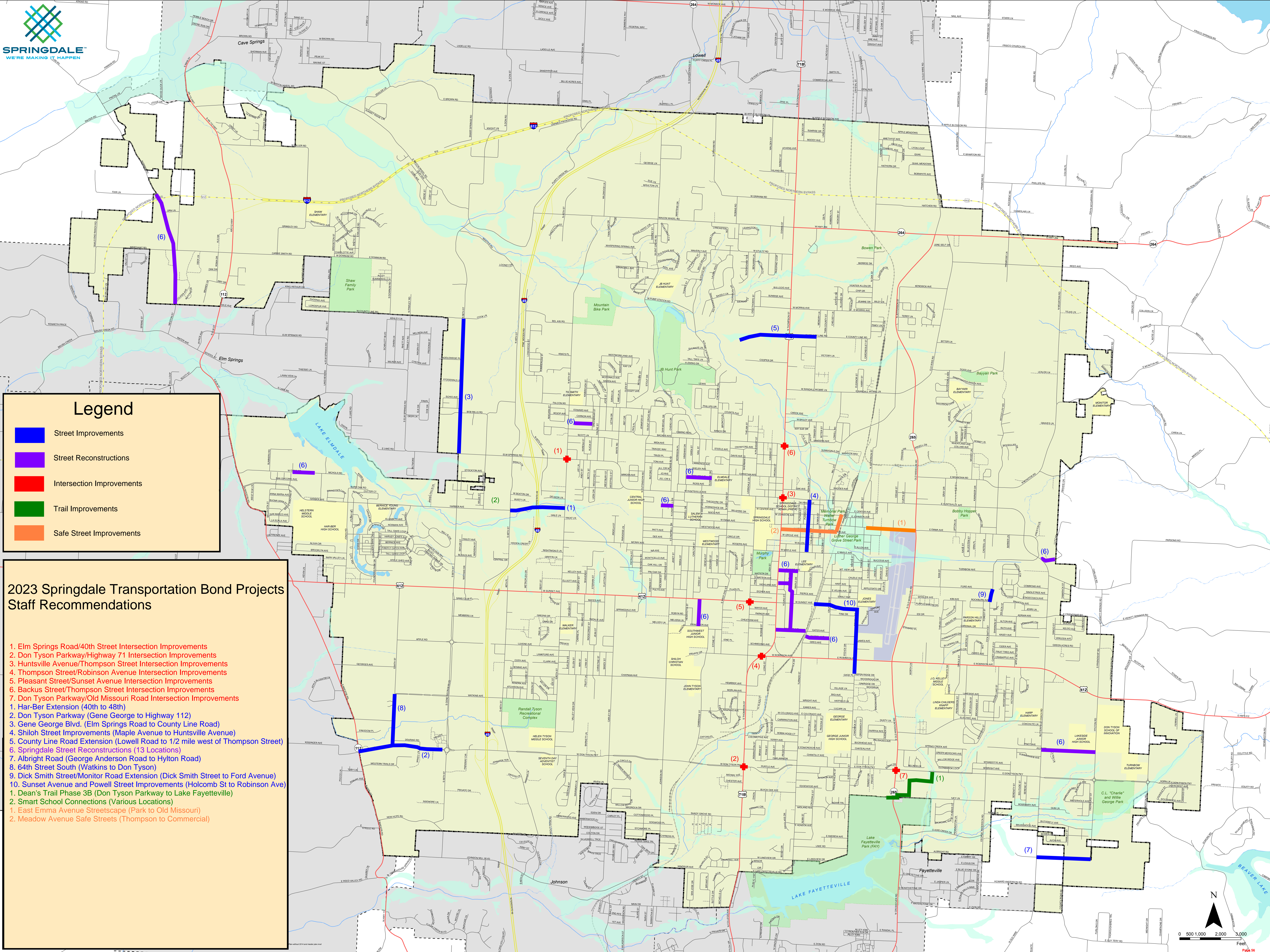
10. Sunset Avenue and Powell Street Improvements (Holcomb St to Robinson Ave)

1. Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)

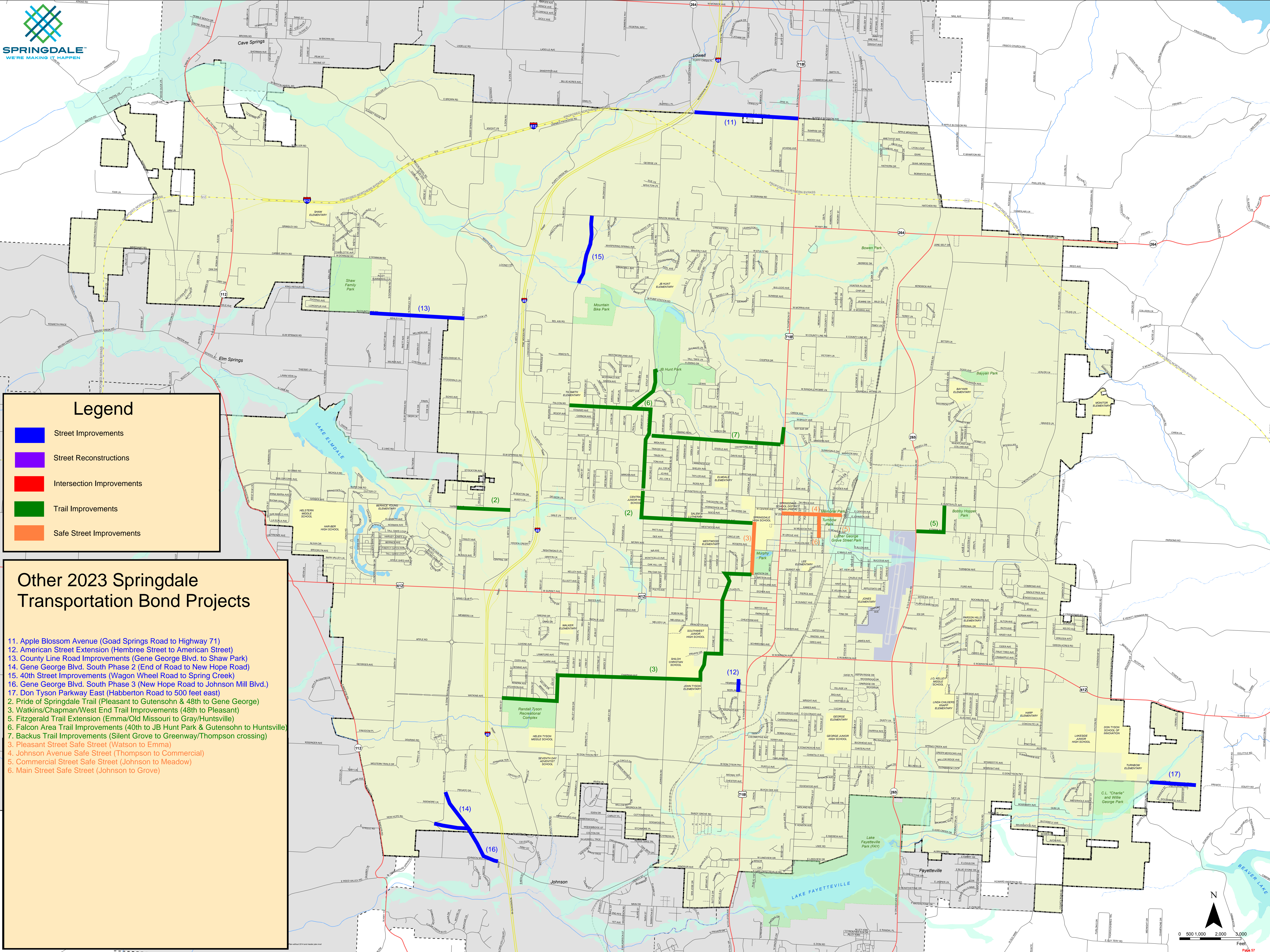
2. Smart School Connections (Various Locations)

1. East Emma Avenue Streetscape (Park to Old Missouri)

2. Meadow Avenue Safe Streets (Thompson to Commercial)







### Legend

- Street Improvements
- Street Reconstructions
- Intersection Improvements
- Trail Improvements
- Safe Street Improvements

### Other 2023 Springdale Transportation Bond Projects

- 11. Apple Blossom Avenue (Goad Springs Road to Highway 71)
- 12. American Street Extension (Hembree Street to American Street)
- 13. County Line Road Improvements (Gene George Blvd. to Shaw Park)
- 14. Gene George Blvd. South Phase 2 (End of Road to New Hope Road)
- 15. 40th Street Improvements (Wagon Wheel Road to Spring Creek)
- 16. Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)
- 17. Don Tyson Parkway East (Habberton Road to 500 feet east)
- 2. Pride of Springdale Trail (Pleasant to Gutensohn & 48th to Gene George)
- 3. Watkins/Chapman/West End Trail Improvements (48th to Pleasant)
- 5. Fitzgerald Trail Extension (Emma/Old Missouri to Gray/Huntsville)
- 6. Falcon Area Trail Improvements (40th to JB Hunt Park & Gutensohn to Huntsville)
- 7. Backus Trail Improvements (Silent Grove to Greenway/Thompson crossing)
- 3. Pleasant Street Safe Street (Watson to Emma)
- 4. Johnson Avenue Safe Street (Thompson to Commercial)
- 5. Commercial Street Safe Street (Johnson to Meadow)
- 6. Main Street Safe Street (Johnson to Grove)