

- **The next City Council Committee Meeting will be held on Monday, April 1st, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, March 26th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Randall Harriman

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

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

5. Approval of Minutes – **Tuesday, March 12th, 2024.** Pgs. 48-62

6. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only, ***with the exception of*** item 7A.

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

7. Dedication of the Springdale City Council Chambers

A. **A Resolution** recognizing the service of Mayor Charles N. McKinney by naming and designating the newly constructed City

Council Chambers to be known as “Charles N. McKinney Council Chambers”. Presented by Mayor Doug Sprouse and Councilman Jeff Watson. Pgs. 1-2

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

A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-04) certain lands from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1), and declaring an emergency. Pgs. 3-5

B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-05) certain lands from Thoroughfare Commercial District (C-5) to General Commercial District (C-2), and declaring an emergency. Pgs. 6-8

C. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-08) certain lands from Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12), and declaring an emergency. Pgs. 9-11

D. **A Resolution** approving a waiver (W24-03) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to E. County Line Road, in connection with L24-11, a Large-Scale Development. Pgs. 12-13

9. Finance Committee by Chairwoman Amelia Taldo – **All items forwarded from Committee with recommendation for approval.**

A. **A Resolution** expressing the willingness of the City of Springdale to apply for and utilize Federal-Aid funding for the design of Apple Blossom Avenue from Goad Springs Road to Old Wire Road. Presented by Ryan Carr, Engineering Department. Pgs. 14-15

B. **A Resolution** amending the 2024 Budget of the City of Springdale, Arkansas. Presented by Colby Fulfer, Chief of Staff. Pgs. 16-17

- C. **A Resolution** to waive competitive bidding and to enter into a contract with Innovative Business Interiors for interior design work. Presented by Colby Fulfer, Chief of Staff. Pgs. 18-34
10. Parks and Recreation Committee by Chairman Mike Lawson – **All items forwarded from Committee with recommendation for approval.**
- A. **A Resolution** authorizing the Mayor to enter into an agreement with the Springdale Rotary Club for the construction of the Gerald Harp Memorial Park Project at Randal Tyson Sports Complex. Presented by Ernest Cate, City Attorney, and Greg Collier. Pgs. 35-40
11. Community Development Block Grant Committee by Chairman Rex Bailey – **All items forwarded from Committee with recommendation for approval.**
- A. **A Resolution** adopting and approving the 2024 Action Plan for the Community Block Grant Program. Presented by Dean Allen, CDBG Program Manager. Pgs. 41-42
12. **A Resolution** authorizing the grant of right of way to the Arkansas Department of Transportation over and across property owned by the Springdale Water & Sewer Commission in Benton County, Arkansas, and concurring with the amount of compensation related thereto, and replacing Resolution No. 187-23. Presented by Ernest Cate, City Attorney. Pgs. 43-44
13. **An Ordinance** accepting the dedication of land to widen an alley in Block 12 of the original town of Springdale, Arkansas, Plat, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-54-104(2), and declaring an emergency. Pgs. 45-47
14. Comments from Department Heads.
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor
18. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION RECOGNIZING THE SERVICE OF
MAYOR CHARLES N. MCKINNEY BY NAMING AND
DESIGNATING THE NEWLY CONSTRUCTED CITY
COUNCIL CHAMBERS TO BE KNOWN AS “MAYOR
CHARLES N. MCKINNEY COUNCIL CHAMBERS”**

WHEREAS, Charles McKinney grew up on Main Street across the street from the Methodist parsonage where the current play ground is located. Prior to graduation from Springdale High in 1944, Charles McKinney worked as a soda jerk at Coger’s Drug. After serving in the Navy as a pharmacist mate, he returned to Springdale and went to work at Joyce’s Drug (currently the Odd Soul); and

WHEREAS, Charles married Thelma Kaetzell, the new Methodist preacher’s daughter, in 1948. He became a licensed Practical Druggist by apprenticeship in 1955. He and Thelma raised four children while Charles managed the drug store. They lived in the Dogwood Apartments on Emma Avenue and later on Rogers Circle Drive, always living within a few blocks of downtown, the drug store and City Hall, often working 24/7 returning to the store and City Hall after hours, filling prescriptions and attending committee, chamber and council meetings and the administrative board of First Methodist Church; and

WHEREAS, after serving the city as a Council Member beginning in 1962 as a Ward 3 alderman for 16 years, chairing several Council Committees, including Finance and Ordinance committees for 10 years each, and serving on the Springdale Water and Sewer Commission, Charles ran and was successfully elected as the full time Mayor of the City of Springdale in 1978; and

WHEREAS, during his tenure as Mayor, McKinney oversaw the construction of two fire department substations, the Tyson Sports Complex, the Shiloh Museum of Ozark History, the John Powell Senior Center, the Springdale Municipal Airport terminal, expansion of the Springdale Public Library, the old City Administration Building and the start of construction of another fire station. During this time, Springdale grew from 10,000 in the early 60’s to almost 30,000 in 1990 to an estimated 45,000 in 2000. He led Springdale from a farming community to a city with industrial opportunities; and

WHEREAS, at his retirement, McKinney stated Mr. Joe Steele had stressed to him the importance of “giving back”. Together with Steele, Harvey and Bernice Jones, Gene George, Willard Walker and other Springdale citizens in medicine, business and chickens, Lee Zachary, at the Chamber of Commerce, had everyone traveling by bus, recruiting industry and serving cheese whiz to politicians in Little Rock and Washington. Charles’ accomplishments and the changes he oversaw were only possible because he had the support of *Springdale’s Greatest Generation* and everyone who worked for the City of Springdale and the Chamber of Commerce.

WHEREAS, the lesson of giving back resonated with his children. Mary works with Noark Girl Scouts, the Jones Center, and Circle of Life Hospice. Suzie taught with Springdale Schools for 32 years. David operated McKinney Drug and Charles worked in leadership of New York City Parks.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the newly constructed City Council Chambers in Springdale City Hall is hereby named and designated as “Mayor Charles N. McKinney Council Chambers” in recognition of former Mayor McKinney and the many years of dedicated service to the City of Springdale, Arkansas.

PASSED AND APPROVED this 26th day of March, 2024.

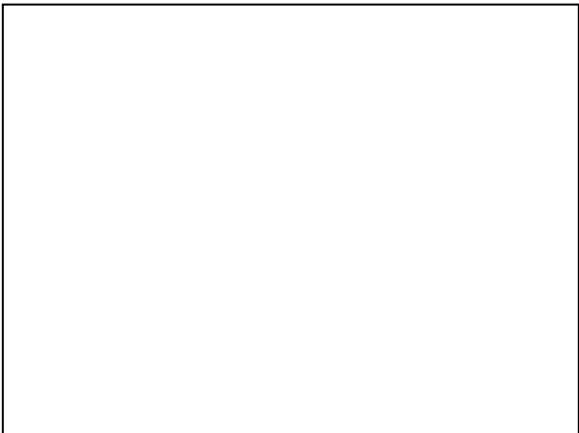
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-04) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of March 5, 2024 for hearing the matter of a petition of Adam & Gabrielle Keeley that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1).

Layman's Description: 12982 Zeigler Lane

Legal Description:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF SAID SECTION 18;THENCE S02°21'06: W A DISTANCE OF 838.70 FEET; THENCE N65°11'36" W A DISTANCE OF 271.00 FEET; THENCE N01°44'28" W A DISTANCE OF 680.17 FEET; THENCE N81°36'13" E A DISTANCE OF 304.33 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 207828.43 SQUARE FEET, OR 4.771 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R24-04) from Agricultural District (A-1) to Low Density Single Family Residential

District (SF-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low Density Single Family Residential District (SF-1).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

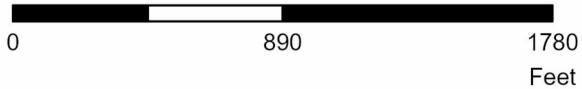
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/26/24

S PUBLIC HEARING SIGN LOCATION

Lowell



Planning Commission Meeting
March 5, 2024



PROJECT: R24-04

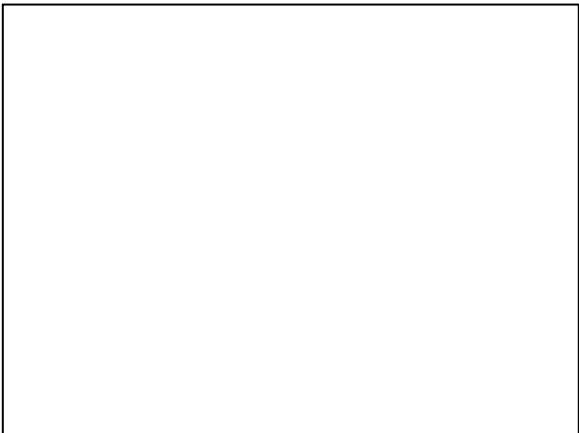
APPLICANT: Adam & Gabrielle Keely

LOCATION: 12982 Zeigler Lane

REQUEST: Rezoning from A-1 to SF-1



SPRINGDALE™
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-05) CERTAIN LANDS FROM THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO GENERAL COMMERCIAL DISTRICT (C-2), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of March 5, 2024 for hearing the matter of a petition of Berean Properties, LLC that the following described tract of real estate to be zoned from Thoroughfare Commercial District (C-5) to General Commercial District (C-2).

Layman's Description: 707 S. 48th Street

Legal Description:

A PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 4, TOWNSHIP 17 NORTH RANGE 30 WEST, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT SOUTH 00°18'08" EAST 917.67 FEET FROM THE NORTHWEST CORNER OF SAID 40 ACRE TRACT; THENCE SOUTH 89°16'45" EAST 290.40 FEET; THENCE SOUTH 00°18'08" EAST 138.00 FEET; THENCE NORTH 89°16'45" WEST 290.40 FEET; THENCE NORTH 00°18'08" WEST 138 FEET TO THE POINT OF BEGINNING, CONTAINING 0.92 ACRES, MORE OR LESS, SUBJECT HOWEVER TO RIGHTS OF WAY AND EASEMENT FOR COUNTY ROAD ALONG THE WEST END AND FOR STREET ALONG THE SOUTH SIDE OF SAID LANDS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R24-05) from Thoroughfare Commercial District (C-5) to General Commercial

District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Thoroughfare Commercial District (C-5) to General Commercial District (C-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/26/24

S PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
March 5, 2024



PROJECT: R24-05

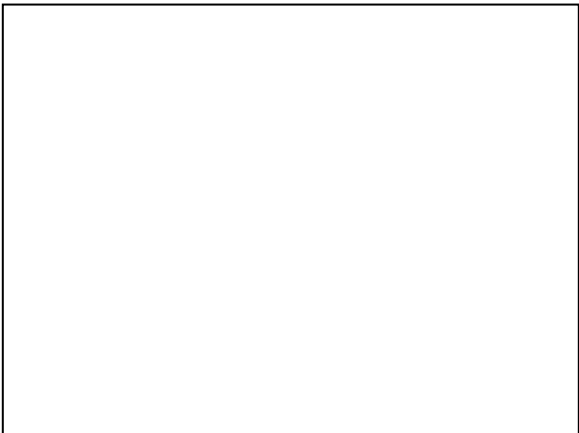
APPLICANT: Berean Properties, LLC

LOCATION: 707 S 48th St

REQUEST: Rezoning from C-5 to C-2



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-08) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12), AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of, March 5, 2024 for hearing the matter of a petition of DC & KB & MT Land Co., LLC that the following described tract of real estate to be zoned from Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12).

Layman's Description: 261 N. 40th Street

Legal Description:

PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW 1/4 OF THE SW 1/4, THENCE SOUTH 732.68 FEET TO THE P.O.B., THENCE EAST 297.00 FEET, THENCE SOUTH 51.18 FEET, THENCE EAST 699.58 FEET, THENCE S00°14'32"W 547.41 FEET, THENCE N89°21'03"W 697.30 FEET, THENCE NORTH 402.26 FEET, THENCE S86°52'33"W 297.44 FEET, THENCE NORTH 204.63 FEET TO THE P.O.B., CONTAINING 10.05 ACRES, MORE OR LESS.

**SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.**

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R24-08) from Agricultural District (A-1) to Medium Density Multi-family Residential District (MF-12) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Medium Density Multi-Family Residential District (MF-12).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

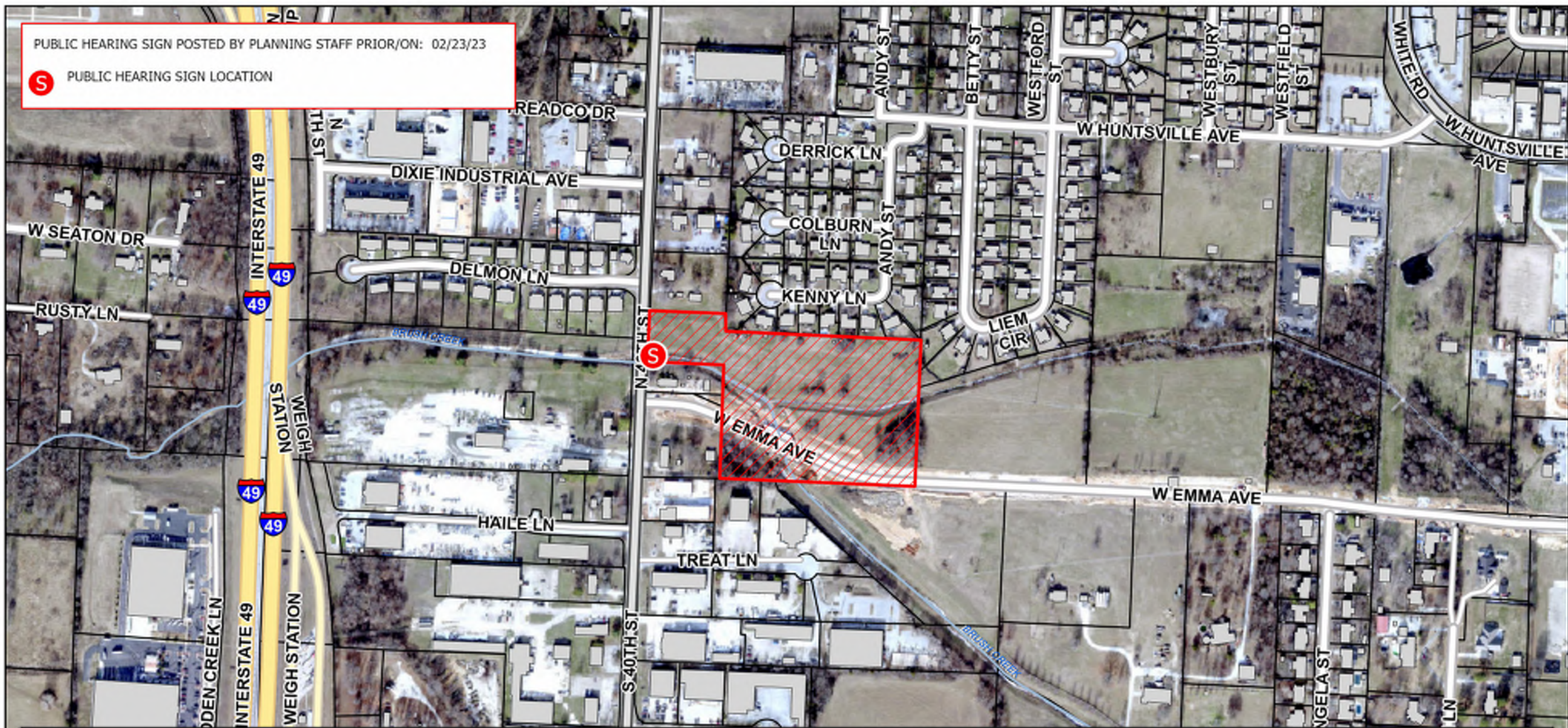
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 02/23/23

S PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
March 5, 2024



PROJECT: R24-08

APPLICANT: DC & KB & MT Land Co, LLC

LOCATION: N 40th St & W Emma Ave

REQUEST: Rezoning from A-1 to MF-12



SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W24-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 501 E. COUNTY LINE ROAD, IN CONNECTION WITH L24-11 A LARGE-SCALE DEVELOPMENT.

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to 501 E. County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 501 E. County Line Road L24-11 a Large Scale Development and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver (W24-03) of street improvements to 501 E. County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L24-11 a Large Scale Development.

Option 2: Denies a waiver (W24-03) of street improvements to 501 E. County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L24-11 a Large Scale Development.

Option 3: Approves payment in lieu of improvements to 501 E. County Line Road in connection with L24-11 a Large Scale Development with estimated cost to be submitted by the developer’s engineer for confirmation by the Planning Department.

Option 4: Denies a waiver (W24-03) and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to 501 E. County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with L24-11 a Large Scale Development.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

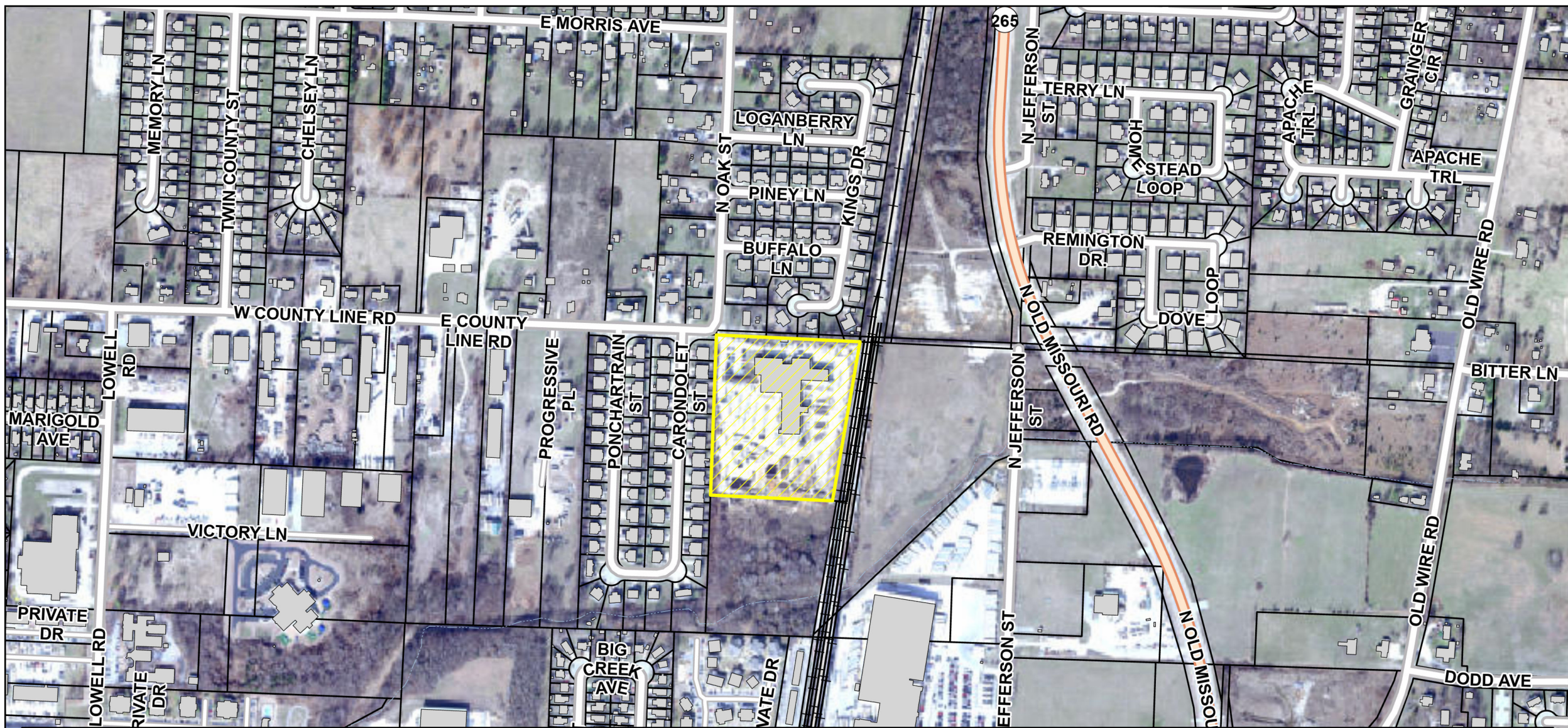
Doug Sprouse, Mayor

ATTEST:

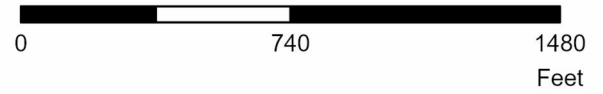
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



City Council Meeting
March 26, 2024



PROJECT: W24-03
APPLICANT: NWA Steel
LOCATION: 501 E County Line Rd
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE TO APPLY FOR AND
UTILIZE FEDERAL-AID FUNDING FOR THE DESIGN OF
APPLE BLOSSOM AVENUE FROM GOAD SPRINGS
ROAD TO OLD WIRE ROAD**

WHEREAS, the City of Springdale and the City of Lowell see the need to improve Apple Blossom Avenue, and

WHEREAS, the improvements to Apple Blossom are regionally important to improve east – west access from I49, Highway 71B and Highway 265, and

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas, and

WHEREAS, of the estimated preliminary engineering cost of \$4,000,000.00, the City intends to submit an application requesting 80% STBGP-A funding (\$3,200,000.00) and provide half (\$400,000.00) of the required 20% match, while the City of Lowell is going to contribute the remaining \$400,000 for the match;

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

- **SECTION I:** City of Springdale Authorizes the application submittal for Apple Blossom Avenue Improvements
- **SECTION II:** The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.
- **SECTION III:** The Mayor or their designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.
- **SECTION IV:** The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.
- **SECTION V:** The required matching funds are committed in an amount not to exceed \$400,000.00 from the 2023 Street Bond Fund.

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the 2024 budget contained \$27,200.00 to Dispatch personnel for incentive pay, and

WHEREAS, the Police Department and Administration finds it to be advantageous to include Dispatch personnel among those who receive on-call pay due to their scheduling, and

WHEREAS, the City of Springdale currently uses on-call pay in departments with employees who are expected to perform duties outside of regular work hours in the event there is an absence or an urgent situation arises.

WHEREAS, the amount to implement on-call pay for the remainder of 2024 would be approximately \$8,250.00,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2024 budget is hereby amended as follows:

<u>Department</u>	<u>Description</u>	<u>Present</u> <u>Budget</u>	<u>Increase</u>	<u>Proposed</u> <u>Budget</u>
Police (Div 04 Dispatch)	101-0504-421.30-09	\$27,200	\$8,250	\$35,450

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 02/29/24
RE: Request for dispatcher on-call pay

It has come to my attention that our dispatch center has minimum staffing requirements to meet accreditation standards. Due to this, it has become necessary to implement an on-call schedule in the dispatch center. We are requesting that the dispatchers be compensated with on-call pay at the same rates as other members of the city that are subject to call. The current rate is \$15.00 per day. Due to the nature of the dispatch centers schedule we will need two dispatchers on-call each day. One would cover the day shift schedule and the other would cover the night shift schedule. I would like to implement this change on March 31st. We will need \$8250.00 added to the dispatch incentive pay account 101-0504-421.30-09 to allow us to implement on-call pay for the rest of the year. Please let me know if you have any questions regarding this request.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble". The signature is written in a cursive style with a large, stylized "F" and "G".

Chief of Police Frank Gamble
Springdale Police Department

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO ENTER INTO A CONTRACT WITH
INNOVATIVE BUSINESS INTERIORS FOR
INTERIOR DESIGN WORK**

WHEREAS, the City of Springdale’s new municipal campus was completed in July 2023, and

WHEREAS, the new facility is in need of interior design work in order to make the new space more welcoming and interactive for our residents, and

WHEREAS, the city received a quote from Innovative Business Interiors, which includes all art, supplies, delivery and installation fees.

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

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract for the purchase of Interior Design Work with Innovative Business Interiors in an amount not to exceed \$132,000.00 to be paid from the city’s Unrestricted General Fund.

Section 3. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed original contract price.

PASSED AND APPROVED this 26th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

3837 Elm Springs Road
Springdale, Arkansas 72762
479.872.2100

DATE	PROPOSAL#
03/18/24	4430

VALID THROUGH: 04/15/24
PROJECT#: 1-178

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

PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
--

SALESPERSON: House

TERMS: Net 30

PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
1	1	CUSTOM100	Landmark Photo Collage, approx. 54" x 36", Security Hardware Tag 1: B1 Tag 2: A141 City Attorney Reception	634.93	634.93
2	2	CUSTOM101	Landmark Photo Collage, approx. 36" x 36", Security Hardware Tag 1: B2 Tag 2: A141 City Attorney Reception	501.96	1,003.92
3	1	CUSTOM102	Abstract Art, approx. 54" x 36", Security Hardware Tag 1: B3 Tag 2: A141 City Attorney Reception	634.93	634.93
4	1	CUSTOM103	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B4 Tag 2: A150 Breakroom	694.21	694.21
5	1	CUSTOM104	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B5 Tag 2: A132 Breakroom	694.21	694.21
6	1	CUSTOM105	Landmark Photo Collage, approx. 48" x 60", Security Hardware Tag 1: B6 Tag 2: C100 Court Lobby	806.99	806.99

innovative business interiors

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P R O P O S A L

DATE	PROPOSAL#
03/18/24	4430

VALID THROUGH: 04/15/24
PROJECT#: 1-178

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

PROJECT LOCATION:
City of Springdale 201 SPRING ST SPRINGDALE AR 72764

PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
7	2	CUSTOM106	Landmark Photo Collage, approx. 36" x 54", Security Hardware Tag 1: B7 Tag 2: C141 Clerk Corridor	634.93	1,269.86
8	2	CUSTOM107	Abstract Art, approx. 30" x 30", Security Hardware Tag 1: B8 Tag 2: C118 Court Clerk Open Office	423.90	847.80
9	1	CUSTOM108	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B9 Tag 2: C118 Court Clerk Open Office	694.21	694.21
10	2	CUSTOM109	Festivals and Events Photo Collage, approx. 36" x 54", Security Hardware Tag 1: B10 Tag 2: C137 Reception	634.93	1,269.86
11	1	CUSTOM110	Festivals and Events Photo Collage, approx. 60" x 48", Security Hardware Tag 1: B11 Tag 2: D102 Lobby	806.99	806.99
12	1	CUSTOM111	Festivals and Events Photo Collage, approx. 48" x 60", Security Hardware Tag 1: B12 Tag 2: D102 Lobby	806.99	806.99

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City of Springdale 201 SPRING ST SPRINGDALE AR 72764
PH# 479-750-8173

PROJECT LOCATION:
City of Springdale 201 SPRING ST SPRINGDALE AR 72764

PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
13	1	CUSTOM112	Festivals and Events Photo Collage, approx. 60" x 48", Security Hardware Tag 1: B13 Tag 2: D102 Lobby	806.99	806.99
14	2	CUSTOM113	Festivals and Events Photo Collage, approx. 36" x 54", Security Hardware Tag 1: B14 Tag 2: D111 City Clerk Reception	634.93	1,269.86
15	1	CUSTOM114	Companies and Chronological History Photo Collage, approx. 60" x 48", Security Hardware Tag 1: B15 Tag 2: D103 Public Corridor	806.99	806.99
16	2	CUSTOM115	Companies and Chronological History Photo Collage, approx. 48" x 60", Security Hardware Tag 1: B16 Tag 2: D103 Public Corridor	806.99	1,613.98
17	2	CUSTOM116	Companies and Chronological History Photo Collage, approx. 48" x 60", Security Hardware Tag 1: B17 Tag 2: D103 Public Corridor	806.99	1,613.98

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CUSTOMER: City of Springdale 201 SPRING ST SPRINGDALE AR 72764 PH# 479-750-8173
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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
18	1	CUSTOM117	Companies and Chronological History Photo Collage, approx. 60" x 48", Security Hardware Tag 1: B18 Tag 2: D103 Public Corridor	806.99	806.99
19	1	CUSTOM118	Companies and Chronological History Photo Collage, approx. 60" x 48", Security Hardware Tag 1: B19 Tag 2: D103 Public Corridor	806.99	806.99
20	1	CUSTOM119	Abstract Art, approx. 54" x 42", Security Hardware Tag 1: B20 Tag 2: D129 Conference	694.21	694.21
21	1	CUSTOM120	Companies and Chronological History Photo Collage, approx. 36" x 54", Security Hardware Tag 1: B21 Tag 2: E100 Planning & Engineering Reception	634.93	634.93
22	1	CUSTOM121	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B22 Tag 2: E121 Lobby	694.21	694.21
23	4	CUSTOM122	Abstract Art, approx. 36" x 36", Security Hardware Tag 1: B23 Tag 2: E121 Lobby	501.96	2,007.84

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PH# 479-750-8173

PROJECT LOCATION:
City of Springdale 201 SPRING ST SPRINGDALE AR 72764

PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
24	1	CUSTOM123	Abstract Art, approx. 54" x 48", Security Hardware Tag 1: B24 Tag 2: E118 Public Meeting Room	753.50	753.50
25	2	CUSTOM124	Abstract Art, approx. 36" x 54", Security Hardware Tag 1: B25 Tag 2: E115 Secure Lobby	634.93	1,269.86
26	1	CUSTOM125	Abstract Art, approx. 42" x 36", Security Hardware Tag 1: B26 Tag 2: D110 Secure Corridor	543.88	543.88
27	1	CUSTOM126	Abstract Art, approx. 42" x 36", Security Hardware Tag 1: B27 Tag 2: D110 Secure Corridor	543.88	543.88
28	2	CUSTOM127	Abstract Art, approx. 36" x 42", Security Hardware Tag 1: B28 Tag 2: D110 Secure Corridor	543.88	1,087.76
29	2	CUSTOM128	Abstract Art, approx. 36" x 42", Security Hardware Tag 1: B29 Tag 2: D110 Secure Corridor	543.88	1,087.76
30	1	CUSTOM129	Abstract Art, approx. 42" x 36", Security Hardware Tag 1: B30 Tag 2: D110 Secure Corridor	543.88	543.88

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PROJECT#: 1-178

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

PROJECT LOCATION:
City of Springdale 201 SPRING ST SPRINGDALE AR 72764

PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
31	2	CUSTOM130	Abstract Art, approx. 36" x 42", Security Hardware Tag 1: B31 Tag 2: D124 Conference	543.88	1,087.76
32	1	CUSTOM131	City Seal Printed on Wood 42" dia, Security Hardware Tag 1: B32 Tag 2: D124 Conference	700.00	700.00
33	5	CUSTOM200	Series in Niche, History of Mayors/ Block Style Tag 1: B33 Tag 2: D203 Lobby	593.00	2,965.00
34	1	CUSTOM201	List of Mayors, Style TBD Tag 1: B34 Tag 2: D203 Lobby	806.99	806.99
35	5	CUSTOM202	Series in Niche, History of City Council/ Block Style Tag 1: B35 Tag 2: D203 Lobby	593.00	2,965.00
36	2	CUSTOM203	Abstract Art, approx. 36" x 48", Security Hardware Tag 1: B36 Tag 2: D203 Lobby	593.00	1,186.00
37	1	CUSTOM204	People of Distinction Photo Collage, approx. 54" x 36", Security Hardware Tag 1: B37 Tag 2: D211 Administration Lobby	593.00	593.00

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PH# 479-750-8173

PROJECT LOCATION:
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
38	2	CUSTOM205	Abstract Art, approx. 36" x 36", Security Hardware Tag 1: B38 Tag 2: D211 Administration Lobby	501.96	1,003.92
39	1	CUSTOM206	People of Distinction Photo Collage, approx. 54" x 54", Security Hardware Tag 1: B39 Tag 2: D211 Administration Lobby	812.78	812.78
40	2	CUSTOM207	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B40 Tag 2: D214 Conference	694.21	1,388.42
41	1	CUSTOM208	City Seal Printed on Wood 42" dia, Security Hardware Tag 1: B41 Tag 2: D214 Conference	700.00	700.00
42	1	CUSTOM209	Abstract Art, approx. 54" x 36", Security Hardware Tag 1: B42 Tag 2: E231 Corridor	634.93	634.93
43	1	CUSTOM210	Abstract Art, approx. 54" x 36", Security Hardware Tag 1: B43 Tag 2: E231 Corridor	634.93	634.93
44	2	CUSTOM211	People of Distinction Photo Collage, approx. 36" x 54", Security Hardware Tag 1: B44 CONTINUED...	634.93	1,269.86

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CUSTOMER: City of Springdale 201 SPRING ST SPRINGDALE AR 72764 PH# 479-750-8173
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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
			Tag 2: E231 Corridor		
45	1	CUSTOM212	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B45 Tag 2: D210 Exec. Session	694.21	694.21
46	1	CUSTOM213	City Seal Printed on Wood 42" dia, Security Hardware Tag 1: B46 Tag 2: D210 Exec. Session	700.00	700.00
47	2	CUSTOM214	Abstract Art, approx. 36" x 54", Security Hardware Tag 1: B47 Tag 2: E231 Corridor	634.93	1,269.86
48	1	CUSTOM215	Abstract Art, approx. 54" x 48", Security Hardware Tag 1: B48 Tag 2: E232 Corridor	753.50	753.50
49	1	CUSTOM216	Abstract Art, approx. 48" x 54", Security Hardware Tag 1: B49 Tag 2: E232 Corridor	753.50	753.50
50	2	CUSTOM217	Abstract Art, approx. 48" x 48", Security Hardware Tag 1: B50 Tag 2: E210 Staff Lounge	700.00	1,400.00

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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
51	2	CUSTOM218	Abstract Art, approx. 48" x 48", Security Hardware Tag 1: B51 Tag 2: E211 Staff Breakroom	700.00	1,400.00
52	1	CUSTOM219	Historical Homes Photo Collage, approx. 48" x 60", Security Hardware Tag 1: B52 Tag 2: D223 Neighborhood Services Reception	806.99	806.99
53	1	CUSTOM220	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B53 Tag 2: D225 Conference	694.21	694.21
54	1	CUSTOM221	City Seal Printed on Wood 42" dia, Security Hardware Tag 1: B54 Tag 2: D225 Conference	700.00	700.00
55	1	CUSTOM222	Abstract Art, approx. 54" x 42", Security Hardware Tag 1: B55 Tag 2: D232 Corridor	694.21	694.21
56	2	CUSTOM223	Abstract Art, approx. 36" x 48", Security Hardware Tag 1: B56 Tag 2: D232 Corridor	593.00	1,186.00
57	2	CUSTOM224	Abstract Art, approx. 36" x 48", Security Hardware Tag 1: B57 Tag 2: E233 Corridor	593.00	1,186.00

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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
58	1	CUSTOM225	Abstract Art, approx. 54" x 42", Security Hardware Tag 1: B58 Tag 2: E233 Corridor	694.21	694.21
59	1	CUSTOM226	Abstract Art, approx. 54" x 42", Security Hardware Tag 1: B59 Tag 2: E212 Lobby	694.21	694.21
60	1	CUSTOM227	Abstract Art, approx. 42" x 54", Security Hardware Tag 1: B60 Tag 2: E213 H.R. Reception	694.21	694.21
61	1	CUSTOM228	Abstract Art, approx. 54" x 42", Security Hardware Tag 1: B61 Tag 2: E216 Conference	694.21	694.21
62	1	CUSTOM229	Abstract Art, approx. 48" x 60", Security Hardware Tag 1: B62 Tag 2: E214 H.R. Reception	806.99	806.99
63	2	CUSTOM230	Abstract Art, approx. 36" x 36", Security Hardware Tag 1: B63 Tag 2: E216 Conference	501.96	1,003.92
64	1	CUSTOM231	Abstract Art, approx. 60" x 48", Security Hardware Tag 1: B64 Tag 2: E222 Conference	806.99	806.99

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CUSTOMER: City of Springdale 201 SPRING ST SPRINGDALE AR 72764 PH# 479-750-8173
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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
65	3	LCA-PL15152 5 LEVG	Porter, Planter, 15x15x25 Evergreen Finish	594.55	1,783.65
66	3	SILK1	CUSTOM PLANT OF RUBBER LEAF PLANT WITH GREEN MOSS GROUND COVER SECURED INTO GREEN METAL FLUTED TALL PLANTER (25"H X 15"SQ) CONTAINER PROVIDED BY THE CLIENT. FD: 58"H X 24"DIA	565.00	1,695.00
67	1	LCA-PL15152 5 TRCT	Porter, Planter, 15x15x25 Terra Cotta Finish	594.55	594.55
68	1	SILK2	CUSTOM PLANT OF SANSEVIERIA WITH GREEN MOSS GROUND COVER SECURED INTO AN ORANGE METAL FLUTED TALL PLANTER (25"H X 15"SQ) CONTAINER PROVIDED BY THE CLIENT. FD: 55"H X 16"DIA	503.75	503.75
69	1	LCA-PL15153 5 LFOG	Porter, Planter, 15x15x35 Fog Finish	756.70	756.70
70	1	SILK3	CUSTOM PLANT OF CALATHEA WITH GREEN MOSS GROUND COVER SECURED INTO GRAY METAL FLUTED TALL PLANTER (35"H X 15"SQ) CONTAINER PROVIDED BY THE CLIENT. FD: 54"H X 24"DIA CONTINUED...	533.75	533.75

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CUSTOMER: City of Springdale 201 SPRING ST SPRINGDALE AR 72764 PH# 479-750-8173
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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
71	1	LCA-PL15153 5 TRCT	Porter, Planter, 15x15x35 Terra Cotta Finish	756.70	756.70
72	1	SILK4	CUSTOM PLANT OF SANSEVIERIA WITH GREEN MOSS GROUND COVER SECURED INTO AN ORANGE METAL FLUTED TALL PLANTER (35"H X 15"SQ) CONTAINER PROVIDED BY THE CLIENT. FD: 65"H X 16"DIA	551.25	551.25
73	4	LCA-PL15303 5 LEVG	Porter, Planter, 15x30x35 Evergreen Finish	1,163.72	4,654.88
74	4	SILK5	CUSTOM PLANT OF RUBBER LEAF PLANT WITH GREEN MOSS GROUND COVER SECURED INTO GREEN METAL FLUTED RECTANGLE PLANTER (35"H X 30"W X 15"D) CONTAINER PROVIDED BY THE CLIENT. FD: 68"H X 40"W X 24"D	1,193.75	4,775.00
75	5	LCA-PL15303 5 LFOG	Porter, Planter, 15x30x35 Fog Finish	1,163.72	5,818.60
76	5	SILK6	CUSTOM PLANT OF CALATHEA WITH GREEN MOSS GROUND COVER SECURED INTO GRAY METAL	1,177.50	5,887.50
CONTINUED...					

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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
			FLUTED TALL PLANTER (35"H X 30"W X 15"D) CONTAINER PROVIDED BY THE CLIENT. FD: 54"H X 40"W X 24"D		
77	7	LCA-PL15303 5 TRCT	Porter, Planter, 15x30x35 Terra Cotta Finish	1,163.72	8,146.04
78	7	SILK7	CUSTOM PLANT OF SANSEVIERIA WITH GREEN MOSS GROUND COVER SECURED INTO AN ORANGE METAL FLUTED TALL PLANTER (35"H X 30"W X 15"D) CONTAINER PROVIDED BY THE CLIENT. FD: 65"H X 32"W X 16"D	1,407.50	9,852.50
79	1	FLORAL1	CUSTOM FLORAL OF ORANGE PHALANOPSIS ORCHIDS , ACRYLIC ROD STAKES, DESERT YUCCA, SUCCULENTS, MIXED SEDUM, AMETHYST CHUNK AND GLUED PEA GRAVEL GROUND COVER IN A ROUND TEXTURED WHITE CERAMIC CONTAINER(4"H X 12"DIA). FD: 30"H X 24"MAX DIA Tag 1: Lobby D102 Reception Counter	982.50	982.50
80	1	FLORAL2	FL7375-23 GREEN GRAY AND PURPLE SUCCULENTS, SEDUMS, MOSS PICKS, AMETHYST CHUNK SECURED INTO A GOLD OVAL METAL BOWL. FD: 9"H X 16"W X	568.75	568.75
			CONTINUED...		

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CUSTOMER: City of Springdale 201 SPRING ST SPRINGDALE AR 72764 PH# 479-750-8173
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PROJECT LOCATION: City of Springdale 201 SPRING ST SPRINGDALE AR 72764
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PROPOSAL FOR: Art & Accessories

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
			12"D Tag 1: D211 Admin. Reception Counter		
81	1	FLORAL3	FL7366-23 MODIFIED ALOE, AGAVE FLOWERS, MIXED SUCCULENTS, NEEDLE CACTUS, GRAPEWOOD, KIWI, HANGING SPANISH MOSS WITH GREEN MOSS GROUND COVER SECURED INTO A TEXTURED WHITE ROUND CERAMIC VASE (6"H X 15"). FD: 30"H X 24"DIA MAX Tag 1: Lobby A101 Reception Counter	1,148.75	1,148.75
			Security Hardware Art Installation/ 96 Pieces		
			Freight Delivery from Dallas to IBI		
			IBI Delivery and Install		
				PRODUCT	111,144.07
				INSTALL	8,480.35
ACCEPTED BY _____					
DATE ACCEPTED _____					
If paying w/credit card, a 3% processing fee will be applied.				TAX	11,663.39
				TOTAL	131,287.81

CONTRACT TERMS AND CONDITIONS

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

All drawings, specifications, presentations, and quotes from Innovative Business Interiors (IBI) 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 that totals do not include any sales tax unless clearly stated.

ORDERING PROCESS & PAYMENT TERMS:

- Sales Orders under \$10,000 require payment in full at the time of order unless Company management approves.
- Sales Orders over \$10,000 require a 50% deposit at the time of order. A deposit of 50% is required before the release of purchase orders to vendors.
- The Sales Order process will not commence until the following is complete:
 1. *The authorized purchaser signs the quote and Contract Terms and Conditions.*
 2. *The authorized purchaser has signed drawings, specifications, and finish schedule.*
 3. *A deposit of 50% has been received for orders over \$10,000, and 100% payment in full has been made for orders less than \$10,000. Failure to make 50% deposits of full payment for orders less than \$10,000 will delay sales order processing. Deposits are non-refundable once the Company has ordered the product.*
- There is a 48-72-hour lead time to process purchase orders. Therefore, the lead time clock begins 48-72 hours after the 50% deposit is received, not at the time of client signature approval.
- All lead times are approximate. The manufacturer controls lead times and is beyond IBI's control. IBI is not responsible for manufacturer production delays. IBI will use its best efforts to obtain delivery within quoted lead times.
- Because all new products are made-to-order by the manufacturer, orders may not be changed or canceled. Deposits are non-refundable once the product has been ordered.
- Any delivered and intact product is considered complete once delivered to the agreed-upon site. Any defective product covered under the manufacturer's warranty shall be dealt with separately and replaced by the manufacturer. Although handled by IBI, such cases shall not delay payment or funding source release of funds.
- The customer cannot withhold payment greater than the value of the punch list or products that have not been delivered due to long lead times.
- A 3% monthly interest charge will be accrued for balances not paid on initial delivery.
- If paying with a credit card, a 3% processing fee will be applied.
- All sales are Final.

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 per trip. Additional fees will be commensurate with the scope of the request.
- Adequate facilities for off-loading, staging, moving, and handling merchandise shall be provided.
- The proposal is based on a ground-level installation. For higher-level installations, an elevator or lift must be accessible during installation hours. Additional charges may apply in long carries over 100 feet or stair carries.
- The Customer agrees that the job site shall be clean, clear, and debris-free before installation. Electric current, heat/AC, hoisting, or elevator service shall be furnished to IBI without charge.
- All interior construction must be completed before installation, including painting, ceiling, flooring, and wall base.
- Innovative is not responsible for any items specified by an external source that is too large or heavy for the elevator, wrong size, wrong color, etc.

- Innovative is not responsible for removing existing furniture, personal items, 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.
- Note that if workstations include power, the Customer must hire a licensed electrician to connect the workstations to the building's power.
- IBI's ability to erect or assemble furniture shipped, knocked down, or permanently attach, affix, or bolt in place movable furniture depends on jurisdictional agreements between trade unions at the job site. Labor costs will be added if trade regulations or union disputes require on-site tradesmen or outside labor to complete the installation.
- Delivery of unusual items requiring special handling, such as insulated files, safes, bolting of files, etc., shall be charged to the purchaser at applicable commercial rates.
- Furnishings delivered and brought onto the job site as scheduled shall be inspected and conditionally accepted by the customer. The responsibility for the security and safeguarding of the delivered furnishings shall, at that time, pass to the Customer.

REDELIVERY AND RESCHEDULING:

- When redelivery or rescheduling of products is required because the customer cannot accept the merchandise, IBI requires no less than 24 hours of notice before the scheduled delivery date. IBI reserves the right to charge the customer up to a 30% surcharge for freight, re-handling, and warehousing.

DIRECT SHIPMENTS

- For larger projects, it may be determined that it's best to schedule and ship full truck loads directly from the manufacturer to the job site to avoid double/triple handling. Direct shipment schedules will be communicated with the customer when the manufacturer confirms the delivery dates/times. If the job site/area is not ready on its scheduled delivery date, the customer must have an area to store the product until the site is free and clear of other trades and IBI's installation team can reschedule to install the furniture.

STORAGE/HELD ORDERS

- If the job site/area is not ready on its scheduled delivery date, Innovative will attempt to secure warehousing and. Storage of the product will be 3% of the selling price plus compensation for extra labor associated with extra handling.
- The Customer agrees to remit 75% of the invoice for the product within ten days of the time the product was transferred to storage, with the balance due upon installation.
- Concealed damages within cartons will not be covered.

DROP SHIPPED ORDERS

- Products shipped directly to the customer shall be the customer's responsibility except if agreed in writing that IBI will provide delivery and installation services. The receiving Customer is responsible for inspecting products for defects or shortages, noting such on the delivery receipt, and filing any necessary freight claims within five days with the carrier. IBI has the option to assist with the process.

RETURNS

- Products purchased may not be returned without written permission from IBI. Orders refused by the Customer will be subject to a restocking fee of 35% and costs of labor and freight charges.

Client Signature

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE ROTARY CLUB FOR THE CONSTRUCTION OF THE GERALD HARP MEMORIAL PARK PROJECT AT RANDAL TYSON SPORTS COMPLEX.

WHEREAS, on September 26, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 145-23 authorizing an amount up to \$250,000 be appropriated out of the Park Set Aside Fund to be used toward construction of the Gerald Harp Memorial Park Project – Phase I, at the Randal Tyson Sports Complex by the Springdale Rotary Club ("the Project");

WHEREAS, the Springdale Rotary Club is ready to proceed with the construction of the Project;

WHEREAS, the City of Springdale and the Springdale Rotary Club have proposed an Agreement setting forth the terms and conditions by which the Springdale Rotary Club will be allowed to enter upon City property to construct the Project (a true and complete copy of the Agreement is attached hereto as Exhibit "A" and is hereby incorporated by reference);

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the Project be constructed, and that the attached Agreement be approved to allow construction of the Project to commence;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute an Agreement, a copy of which is attached hereto, thereby allowing the construction of the Gerald Harp Memorial Park Project – Phase I, at the Randal Tyson Sports Complex by the Springdale Rotary Club in the City of Springdale, Arkansas.

PASSED AND APPROVED this 26th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between the City of Springdale, Arkansas, hereinafter referred to as "the City", and the Springdale Rotary Club, hereinafter referred to as "Rotary";

WITNESSETH:

WHEREAS, on September 26, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 145-23 authorizing an amount up to \$250,000 be appropriated out of the Park Set Aside Fund to be used toward construction of the Gerald Harp Memorial Park Project – Phase I, at the Randal Tyson Sports Complex by the Springdale Rotary Club ("the Project");

WHEREAS, Rotary is ready to proceed with the construction of the Project;

WHEREAS, the City and Rotary desire to set forth the terms and conditions by which Rotary will be allowed to enter upon City property to construct the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the parties agree as follows:

1. Rotary shall be responsible for developing all plans, drawings, and specifications for the Project in accordance with adopted city standards, codes, specifications, and generally accepted industry standards;
2. Rotary shall submit all plans, drawings, and specifications to the City for review prior to commencing construction of the Project;
3. All plans, drawings, and specifications for the Project must be approved by the City prior to the commencement of construction of the Project;

4. As construction progresses, the City shall have the right to inspect the Project at any time in order to ensure that the Project is being constructed pursuant to the plans, drawings, and specifications approved by the City;

5. The City shall have the right to cause construction to be suspended in the event the City discovers any discrepancies between construction and the plans, drawings, and specifications approved by the City;

6. Rotary shall have the right to enter upon property of the City as described in a map attached hereto as Exhibit "A" and incorporated herein by reference. Rotary shall not cause any other areas or any other City property to be disturbed or affected by the construction of the Project.

7. Rotary hereby agrees to indemnify and hold harmless the City against any and all claims for injury, trespass, damages, costs and expenses arising out of the construction of the Project.

8. Rotary shall be responsible for all costs associated with construction of the Project, with the exception of that authorized by Resolution 145-23 passed by the City Council for the City of Springdale, Arkansas, on September 26, 2023.

9. Upon Rotary's completion of construction of the Project, and upon acceptance of the Project by the City, the Project shall become property of the City.

10. The parties hereto understand this Agreement is subject to acceptance by the City Council of the City of Springdale, Arkansas.

WITNESS our hands and seals this _____ day of _____, 2024.

CITY OF SPRINGDALE

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

SPRINGDALE ROTARY CLUB

By: _____

ATTEST:

RESOLUTION NO. 145-23

**A RESOLUTION TO APPROPRIATE FUNDS TO BE USED
TOWARD THE GERALD HARP MEMORIAL PARK
PROJECT AT RANDAL TYSON SPORTS COMPLEX**

WHEREAS, the Rotary Club of Springdale is raising money to build the Gerald Harp Memorial Park at Randal Tyson Sports Complex, and

WHEREAS, the Gerald Harp Memorial Park Project will be split into two Phases, and

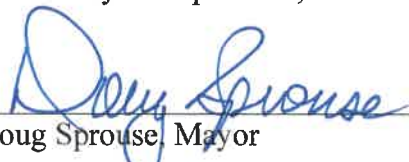
WHEREAS, the project has an estimated cost of approximately \$1,000,000, and

WHEREAS, the Rotary Club of Springdale has raised a majority of the total estimated cost of the project, and

WHEREAS, the Rotary Club of Springdale has requested that the City of Springdale contribute funds of an amount up to \$250,000, which shall be appropriated out of the Park Set Aside Fund, to be applied to Phase I of the project, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that an amount up to \$250,000 be appropriated out of the Park Set Aside Fund to be used toward the Gerald Harp Memorial Park Project - Phase I, paid for by the Rotary Club of Springdale, Arkansas.

PASSED AND APPROVED this 26th day of September, 2023.



Doug Sprouse, Mayor

ATTEST:

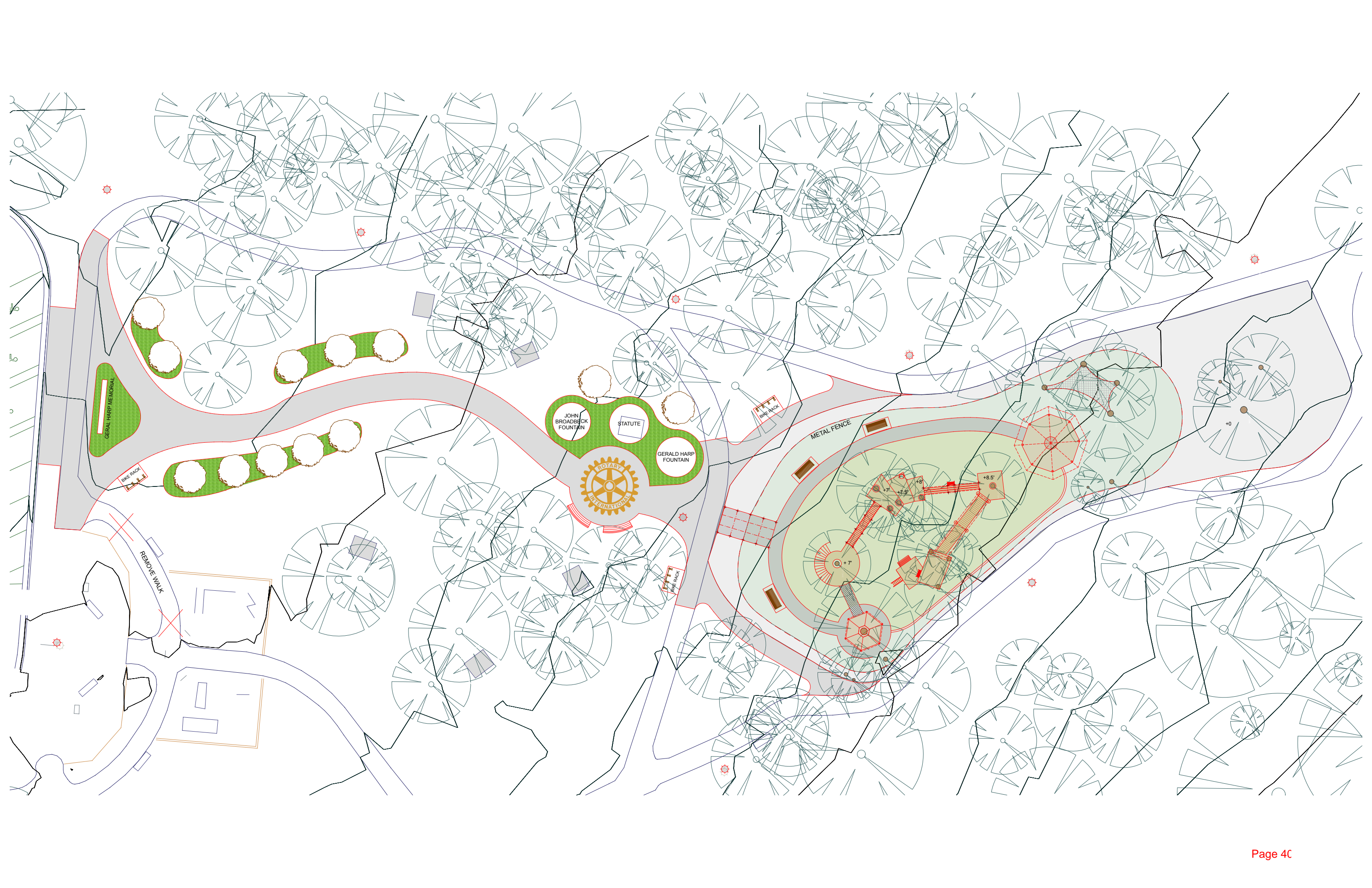


Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



RESOLUTION NO: _____

**A RESOLUTION ADOPTING AND APPROVING THE 2024
ACTION PLAN FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

WHEREAS, in accordance with the guidelines established by the Department of Housing & Urban Development for the Community Development Block Grant Program, a 2024 Program Year Action Plan was developed, a copy of which is attached and made a part of the resolution; and

WHEREAS, in accordance with the program's citizen participation plan a public meeting was held on February 12, 2024, followed by CDBG committee reviews at meetings held on March 4th and March 18th.

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

1. That the 2024 Program Year Action Plan for use of Community Development Block Grant Program Funds, a copy of which is attached and made a part as though set out herein word or word, is approved and authorized for submission to the United States Department of Housing and Urban Development on or before July 28, 2024.
2. That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the Community Development Block Grant Program.

PASSED AND APPROVED this 26th day of March, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

CITY OF SPRINGDALE

CDBG FY 2024 Program Summary

The City of Springdale as an entitlement city in the Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program receives a formula grant annually. **The primary objective of the CDBG Program is the preservation and development of viable communities by providing decent housing, a suitable living environment, economic development opportunities, public services and public facilities principally for low- and moderate-income persons.** Entitlement funding for FY2024 is estimated to be \$869,863 for the Program year starting July 1, 2024 and ending June 31, 2024.

The activities contained in the City's work program are as follows:

- 100% dedicated funding for the low-income families
- Rehabilitation of owner-occupied single-family dwellings from 1978 or older, including emergency repairs-- \$622,413 - 51%
- Direct grant to Nonprofit organizations -- \$130,450* – 15%
 - BTX Sports and Fitness- \$15,840
 - Returning Home- \$13,200
 - Bread of Life- \$15,840
 - VFW Post 2952- \$15,840
 - VFW Aux- \$13,200
 - Feed the 479-\$13,200
 - Community Clinic- \$7,920
 - Compassion House- \$15,840
 - Hydration for Life- \$4,290
 - CASA of NWA- \$6,600
 - CoC of NWA- \$10,560
- Program administration -- \$75,000 - 10.4%
- Public Facility- 25%- Spring Creek Bridge- as a continuation of FY23 funds

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE GRANT OF RIGHT OF WAY TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION OVER AND ACROSS PROPERTY OWNED BY THE SPRINGDALE WATER & SEWER COMMISSION IN BENTON COUNTY, ARKANSAS, AND CONCURRING WITH THE AMOUNT OF COMPENSATION RELATED THERETO, AND REPLACING RESOLUTION NO. 187-23.

WHEREAS, the Springdale Water & Sewer Commission owns certain properties located in Benton County, Arkansas, known as Tax Parcel No. 18-08422-000 and Tax Parcel No. 18-08424-000 ("the Property");

WHEREAS, the Arkansas Department of Transportation is undertaking the Northwest Arkansas National Airport Access project, which will require that right-of-way be acquired over and across the Property, and as shown on the attached Exhibit "A";

WHEREAS, the Springdale Water & Sewer Commission has agreed to and approved an amount of compensation to be paid for the right-of-way to be obtained by ARDOT over and across the Property, in the amount of \$550,000.00, plus remnant value;

WHEREAS, pursuant to Arkansas law, the Ordinances establishing the Springdale Water & Sewer Commission reserved the power to sell or transfer real property to the Springdale City Council; and

WHEREAS, it is the desire of the City of Springdale and the Springdale Water & Sewer Commission to agree upon the terms associated with the grant of right-of-way to ARDOT across the Property for the above-mentioned 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 execute any documents necessary to facilitate the granting of right-of-way associated with the Northwest Arkansas National Airport Access project being undertaken by the Arkansas Department of Transportation, and the City hereby concurs with the amount of compensation to be paid by ARDOT for such right-of-way, as approved by the Springdale Water & Sewer Commission, in the amount of \$550,000.00, plus remnant value. This Resolution is intended to replace Resolution No. 187-23 passed by the Springdale City Council on December 12, 2023.

PASSED AND APPROVED this 26th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. 187-23

A RESOLUTION AUTHORIZING THE GRANT OF RIGHT OF WAY TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION OVER AND ACROSS PROPERTY OWNED BY THE SPRINGDALE WATER & SEWER COMMISSION IN BENTON COUNTY, ARKANSAS, AND CONCURRING WITH THE AMOUNT OF COMPENSATION RELATED THERETO.

WHEREAS, the Springdale Water & Sewer Commission owns certain properties located in Benton County, Arkansas, known as Tax Parcel No. 18-08422-000 and Tax Parcel No. 18-08424-000 ("the Property");

WHEREAS, the Arkansas Department of Transportation is undertaking the Northwest Arkansas National Airport Access project, which will require that right-of-way and other related easements be acquired over and across the Property, and as shown on the attached Exhibit "A";

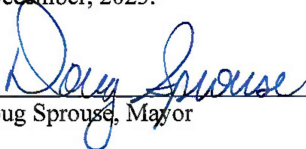
WHEREAS, the Springdale Water & Sewer Commission has agreed to and approved an amount of compensation to be paid for the easements obtained by ARDOT over and across the Property, in the amount of \$550,000.00, plus remnant value;

WHEREAS, pursuant to Arkansas law, the Ordinances establishing the Springdale Water & Sewer Commission reserved the power to sell or transfer real property to the Springdale City Council; and

WHEREAS, it is the desire of the City of Springdale and the Springdale Water & Sewer Commission to agree upon the terms associated with the grant of easements to ARDOT across the Property for the above-mentioned 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 execute any documents necessary to facilitate the granting of right-of-way and other related easements associated with the Northwest Arkansas National Airport Access project being undertaken by the Arkansas Department of Transportation, and the City hereby concurs with the amount of compensation to be paid by ARDOT for such easements, as approved by the Springdale Water & Sewer Commission, in the amount of \$550,000.00, plus remnant value.

PASSED AND APPROVED this 12th day of December, 2023.



Doug Sprouse, Mayor

ATTEST:



Denise Pearce, City Clerk

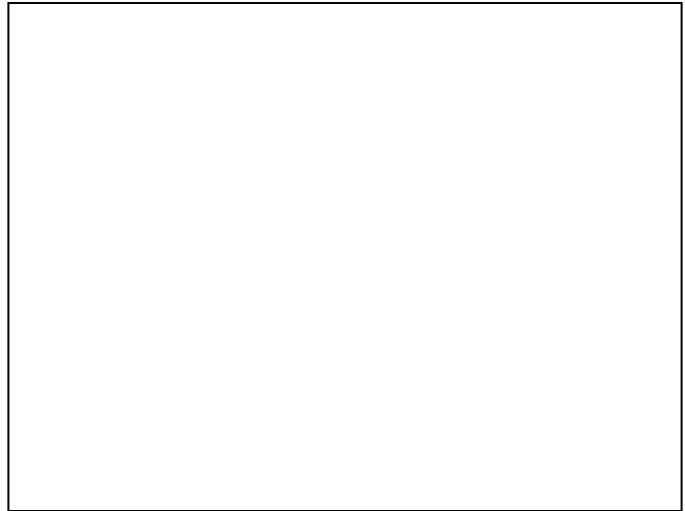
APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE DEDICATION OF LAND TO WIDEN AN ALLEY IN BLOCK 12 OF THE ORIGINAL TOWN OF SPRINGDALE, ARKANSAS, PLAT, WASHINGTON COUNTY, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-54-104(2), AND DECLARING AN EMERGENCY.



WHEREAS, Emma and Turnbow, LLC, is the owner of property located in Block 12 of the Original Town, Springdale, Arkansas, filed with the land records of Washington County, Arkansas, at Plat Book 4, Page 165;

WHEREAS, Emma and Turnbow, LLC, desires to dedicate a portion of land described in Section 1 below and as shown on the attached Exhibit "A" to the City of Springdale, Arkansas, for the purpose of widening an existing platted alley; and,

WHEREAS, the City of Springdale, Arkansas, wishes to accept this dedication of land in order to widen the existing platted alley, and has authority to do so pursuant to Ark. Code Ann. §14-54-104(2);

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

Section 1: The City of Springdale, Arkansas, hereby accepts the dedication of land which is located entirely within the City of Springdale, Arkansas, for the purpose of widening an existing platted alley, and which is more specifically described as follows:

PART OF LOT 3 OF BLOCK 12 OF THE ORIGINAL TOWN, SPRINGDALE, ARKANSAS AS SHOWN ON PLAT 4-165 OF THE WASHINGTON COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 12, SAID POINT BEING A FOUND "MAG" NAIL; THENCE ALONG THE WEST LINE OF SAID BLOCK 12, S02°25'57"W A DISTANCE OF 294.04 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE, S87°36'13"E A DISTANCE OF 231.95 FEET; THENCE S02°07'03"W A DISTANCE OF 26.23 FEET; THENCE N87°54'02"W A DISTANCE OF 64.11 FEET; THENCE N02°32'10"E A DISTANCE OF 16.56 FEET; THENCE N87°36'13"W A DISTANCE OF 168.05 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 12; THENCE ALONG SAID WEST LINE, N02°25'57"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.077 ACRES (3,348 SQUARE FEET), MORE OR LESS.

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

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

PASSED AND APPROVED this 26th day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

The City Council of the City of Springdale met in regular session on Tuesday, March 12, 2024 in the Council Chambers, City Administration Building. With the absence of Mayor Doug Sprouse, City Attorney Ernest Cate called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor (Absent)
Brian Powell	Ward 3
Amelia Taldo	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Debbie Ponders	Planning Dept. Admin. Asst.

Department heads present:

Frank Gamble	Police Chief
Patsy Christie	Planning Director
Ben Peters	Engineering Director
Chad Wolf	Parks and Recreation Director
Mark Gutte	IT Director
Colby Fulfer	Chief of Staff
James Smith	Public Work Director

SELECTION OF PRESIDENT PRO TEMPORE

Council Member Harriman made the motion to appoint Council Member Jeff Watson as President Pro Tempore for tonight's council meeting. Council Member Fougerousse made the second.

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

PUBLIC HEARING ON AN ORDINANCE TO VACATE AN ALLEY BETWEEN BLOCK 12 & BLOCK 13 ORIGINAL TOWN OF SPRINGDALE PLAT

No comments were made at the public hearing.

APPROVAL OF MINUTES

Council Member Powell moved the minutes of the February 27, 2024 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ELECTRONIC VOTING SYSTEM

Beginning tonight, City Council will implement a new electronic voting system. A motion and second will be made and then the motion is opened up for discussion with council and the public. Then the motion is voted upon electronically. After everyone votes, it will be displayed up on the screens inside the council chambers with the yes and no votes.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

After the vote was taken, motion carried unanimously by 8-0.

ORDINANCE NO. 5944 – ACCEPTING THE FINAL PLAT (FP24-05) OF PHASE 2 OF BARBERRY COURT IN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP24-05) of Phase 2 of Barberry Court in the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

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

After the vote was taken, motion carried unanimously by 8-0.

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

After the vote was taken, motion carried unanimously by 8-0.

The Ordinance was numbered 5944.

RESOLUTION NO. 23-24 – ENTERING INTO A DESIGN BUILD CONTRACT FOR THE CONSTRUCTION OF MILL STREET PARK

Chief of Staff Colby Fulfer presented a Resolution entering into a design build contract with Milestone Construction Company, LLC for the construction of Mill Street Park.

The project is to be paid out of the unrestricted General Fund.

RESOLUTION NO. _____

A RESOLUTION ENTERING INTO A DESIGN BUILD CONTRACT FOR THE CONSTRUCTION OF MILL STREET PARK

WHEREAS, the City of Springdale purchased properties between Spring St. and Mill St. for the purpose of building a park and providing greenspace across from the Springdale Municipal Complex, and

WHEREAS, a park in this location would fulfill our commitment to our Design Excellence Grant by ensuring an appropriate amount of greenspace in the area, and

WHEREAS, Milestone Construction Company, LLC has proposed a design-build contract in the amount of \$880,206.00 for the design and construction of Mill Street Park.

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

1. The Mayor and City Clerk are authorized to enter into a design-build agreement in an amount not to exceed \$880,206.00 with Milestone Construction Company, LLC for the design and construction of Mill Street Park.
2. The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

PASSED AND APPROVED this ____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 23-24.

RESOLUTION NO. 24-24 - AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH PERKS AND RE-CREATION DISC GOLF, LLC, ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

City Attorney Ernest Cate presented a Resolution authorizing the Mayor and City Clerk to enter into a lease agreement with Perks and Re-Creation Disc Golf, LLC, on property located at 2315 Lewis, Springdale, Arkansas.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH PERKS AND RE-CREATION DISC GOLF, LLC, ON PROPERTY OWNED BY THE CITY OF SPRINGDALE

WHEREAS, the City owns property located in Washington County, Arkansas, more commonly known as 2315 Lewis and Parcel No. 815-29756-020 ("the Property");

WHEREAS, Perks and Re-Creation Disc Golf, LLC, has requested to rent the Property, which had formerly been rented to Dynamic Discs Northwest Arkansas, LLC;

WHEREAS, the City of Springdale wishes to enter into a lease agreement with Perks and Re-Creation Disc Golf, LLC, to memorialize the terms of their use of the Property;

WHEREAS, Perks and Re-Creation Disc Golf, LLC, and the City wish to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference

;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Perks and Re-Creation Disc Golf, LLC.

PASSED AND APPROVED this _____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the City of Springdale, Arkansas, hereinafter referred to as "Lessor," and Perks and Re-Creation Disc Golf, LLC, hereinafter referred to as "Lessee."

WITNESSETH:

1. **Lease of Premises.** The Lessor, in consideration of the public advantages described herein, other good and valuable consideration, and the covenants and agreement to be performed by Lessee, does hereby let, lease and demise unto Lessee the following described premises, and improvements thereon, situate in Springdale, Washington County, Arkansas, to-wit, located on the property described on the attached Exhibit "A". Specifically:

The structure commonly known as 2315 Lewis, Springdale, Arkansas, as well as use of Parcel No. 815-29756-020 adjacent thereto ("the Premises").

2. **Term.** To have and to hold the Premises beginning on the 1st day of April, 2024, and ending on March 31, 2025, subject to the termination provision contained herein. Beyond the initial term, this Lease shall become a month-to-month tenancy.

3. **Rent.** In consideration for Lessee's use and enjoyment of the Premises, Lessee agrees and covenants to use the Premises as provided herein, and shall pay monthly rent of \$800.00. Provided, however, that the monthly rental shall increase to \$900 per month beginning January 1, 2025.

4. **Damages to the Premises.** Lessee shall be responsible for all damages caused to the Premises due to, or associated with, its use of the Premises, and shall be responsible for taking any and all action to remedy such violations, at Lessee's cost. Lessee further agrees to hold Lessor harmless for any violations or damages which transpire or are committed as a result of, or associated with, Lessee's use of the Premises. The parties further agree that a violation of this provision will constitute a breach of this Agreement, and that Lessor shall at its option, declare this Agreement null and void and Lessee shall return possession of the Premises back to Lessor upon demand.

5. **Taxes/Licenses.** Lessee shall be responsible for paying any taxes on any personal property Lessee owns on the Premises, and shall be responsible for obtaining all city permits and licenses which may be required for Lessee's use of the Premises, or required for Lessee's renovation of the structure located on the Premises, all at Lessee's expense.

6. **Improvements, Maintenance, and Utilities.** Subject to Paragraph 4 herein, Lessor agrees to maintain the exterior of the building, electrical systems, plumbing, roof structure and doors, and shall be responsible for making all routine repairs necessary to the primary structure on the Premises. Lessor shall also be responsible for all costs associated with routine maintenance of the Premises, shall be responsible for the paving of Lewis Street up to the structure subject to this Lease, and shall be responsible for the paving of a parking lot for the structure subject to this Lease. Lessee will assume all costs of renovation of the structure on the Premises, including painting the outside of the structure. All improvements installed during the term of this Agreement shall be consistent with and subject to Paragraph 4 herein, and shall become Lessor's property upon the termination of this Agreement. Lessee shall be responsible for payment of all utility costs on the Premises during the term of this Agreement, with the exception of water, which will be paid by Lessor.

7. **Insurance.** Lessor shall provide the requisite insurance on the structure on the Premises, but Lessee shall be responsible for any insurance on any of Lessee's personal property kept at the Premises. Lessee shall at all times herein maintain a public liability insurance policy with coverage limits of \$1,000,000.

8. **Damage or Destruction of Improvements.** It is mutually agreed that in the event that any of the improvements located on the Premises should be damaged by fire, windstorm, tornado, or other casualty to the extent that such Premises cannot be repaired, and put in condition for their intended use within 90 days from the happening of any of the casualties described above, then the Lessor or Lessee shall have the option to declare this Agreement terminated and at an end, and in that event neither of the parties hereto shall have any further liability under such Agreement.

9. **Covenant Against Liens.** Lessee shall not, by its acts, permit to exist any lien upon the Premises, unless such lien or claim of lien is contested by Lessee, and in such event

such contest shall be prosecuted to a final conclusion as speedily as possible, and Lessee shall save and hold harmless Lessor against any and all losses and costs which may necessarily be incurred by Lessor by reason of such lien, and after final determination of such contest, Lessee shall fully pay and discharge any judgment resulting from such contest. Nothing in this Agreement shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, or other person or firm for the performance of any labor, services or materials for use on the Premises or any part thereof, and notice is hereby given that Lessor shall not be liable for any such labor, services or materials furnished to Lessee, nor shall any such liens affect the interest of Lessor in and to the Premises.

10. **Assignment and Subletting.** Lessee shall not assign this Agreement nor shall Lessee have the right to sublet the premises without the express written consent of Lessor.

11. **Termination of Lease.** Either party may terminate this lease by giving 30 days written notice to the other party. Notice shall be deemed good if made by sending such notice by regular mail or electronic mail to the party at the address specified in Paragraph 15, or by personal delivery.

12. **Default.** In the event Lessee fails to comply with the terms and provisions herein as same relate to the Premises, Lessor shall declare Lessee in default. In the event Lessor shall elect to take possession of the Premises as permitted under this paragraph, Lessor shall be entitled to such possession without being guilty in any manner of trespass, and Lessee agrees to deliver possession immediately upon demand to Lessor.

13. **Hold Harmless and Indemnity.** Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor.

14. **Waiver.** Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provisions of this lease or a consent to any subsequent breach of the same or any other provision.

15. **Notices.** All notices to be given by the parties hereunder shall be addressed to the party to receive such notice, with postage prepaid, mailed via U.S. Certified Mail, Return Receipt Requested, to the following:

LESSOR: City of Springdale
Attention: Mayor's Office
201 N. Spring Street
Springdale, AR 72764
dsprouse@springdalear.gov

LESSEE: Perks and Re-Creation Disc Golf, LLC
Attention: Eric Ugolini

eric@perksandre-creation.com

The parties hereto may change the above address by notification to the other in writing, as above required.

16. **Binding Agreement.** This agreement shall inure to the benefit and be binding upon the respective parties, their heirs, successors and assigns.

17. **Number and Gender.** Whenever necessary in this agreement and where the context admits, the singular term and the related pronoun shall include the plural and the appropriate gender.

18. **Full Agreement.** The parties acknowledge this Agreement to be their complete and full agreement in regard to the Premises, and neither is relying upon any oral representations not made in this document.

IN WITNESS WHEREOF, the party identified as Lessee has set its hand and seal the day and year written opposite his respective signature, and Lessor has caused this Agreement to be signed by the person who represents that he has the authority to bind Lessor to this Agreement on the day and year written opposite their respective signatures.

LESSEE:

Perks and Re-Creation Disc Golf, LLC

By: _____

Eric Ugolini, Manager

Date

LESSOR:

City of Springdale, Arkansas

BY: _____

Doug Sprouse, Mayor

Date

BY: _____

Denise Pearce, City Clerk

Date

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 24-24.

RESOLUTION NO. 25-24 – AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE CITY OF SPRINGDALE WATER AND SEWER COMMISSION

City Attorney Ernest Cate presented a Resolution authorizing the transfer of .71 acres located in former Bethel Heights to the City of Springdale Water and Sewer Commission. The Springdale Water & Sewer Commission undertook and completed the remediation of the wastewater treatment facilities on the property, all at the expense of the Springdale Water & Sewer Commission.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE CITY OF SPRINGDALE WATER & SEWER COMMISSION.

WHEREAS, the City of Springdale, Arkansas, owns a tract of land located in Benton County, Arkansas, more specifically known as Benton County Tax Parcel No. 21-00107-021, containing 10.92 acres, more or less, said land being transferred to the City of Springdale by way of Deed filed for record in the land records of Benton County, Arkansas, on March 11, 2021, as Instrument No. L202117740, as a result of the consolidation of Bethel Heights, Arkansas, into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-1201, *et. seq.*,

WHEREAS, a large portion of the aforementioned property had previously been utilized by the City of Bethel Heights, Arkansas, as a permitted wastewater treatment site;

WHEREAS, the Springdale Water & Sewer Commission undertook and completed the remediation of the wastewater treatment facilities on the aforementioned property, all at the expense of the Springdale Water & Sewer Commission;

WHEREAS, the Springdale Water & Sewer Commission wishes to obtain ownership of a portion of the above-referenced property, said portion being 0.71 acres, more or less, and more particularly described as follows (“Tract 1”):

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 18 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows: Commencing at the northwest corner of the NE 1/4 of said NW 1/4; thence South 86 degrees 57 minutes 00 seconds East a distance of 17.75 feet; thence South 02 degrees 12 minutes 05 seconds West a distance of 851.76 feet to a set 1/2-inch diameter iron pin and to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1); thence South 86 degrees 38 minutes 50 seconds East a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence South 02 degrees 12 minutes 05 seconds West a distance of 220.00 feet to a set 1/2-inch diameter iron pin; thence North 86 degrees 38 minutes 51 seconds West a distance of 140.00 feet to a set 1/2-inch diameter iron pin; thence North 02 degrees 12 minutes 05 seconds East a distance of 220.00 feet to the POINT OF BEGINNING OF TRACT 1 (P.O.B. TRACT 1), containing 30,800 square feet, or 0.71 acres, and being subject to the right of way of South Lincoln Street along the west boundary thereof. And also being subject to any easements, rights of ways, covenants and restrictions of record.

Also known as Tract 1 on the attached Tract Split Document.

WHEREAS, the City Council finds that the costs incurred by the Springdale Water & Sewer Commission for the remediation of the wastewater treatment facilities on Tract 1 constitute adequate consideration for the transfer of Tract 1 to the Springdale Water & Sewer Commission;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute all documents necessary to affect the transfer of ownership of Tract 1 described herein to the Springdale Water & Sewer Commission.

PASSED AND APPROVED this ____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 25-24.

RESOLUTION NO. 26-24 - AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR ESTABLISHMENT OF SPRING CREEK VEGETATIVE BUFFER IN DOWNTOWN SPRINGDALE

City Engineer Ben Peters presented a Resolution authorizing the Mayor and City Clerk to enter into a contract with Illinois River Watershed Partnership, for establishment of Spring Creek Vegetative Buffer in Downtown Springdale.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR ESTABLISHMENT OF SPRING CREEK VEGETATIVE BUFFER IN DOWNTOWN SPRINGDALE

WHEREAS, Spring Creek is a popular location for recreation due to its proximity to Downtown Springdale, the Razorback Greenway and Dean’s Trail, visible to many Springdale residents and visitors; and

WHEREAS, the establishment of creekside vegetation will increase aesthetic value, while protecting the stream and floodplain from erosion and provide an educational component to visitors; and

WHEREAS, the proposed vegetation requires less maintenance for the Public Works Department once established and would beautify the area along Spring Creek from Ford Ave to Meadow Ave, an area of approximately 13.2 acres and 7500 linear feet of streambank; and

WHEREAS, Illinois River Watershed Partnership operates a riparian restoration program, which pays 75% of the total contract cost of \$101,567.96, including developing a long-term maintenance plan; and

WHEREAS, the landowner agreement has been submitted for approval with a total contribution of \$25,399.49 from the City of Springdale (25% of project cost), as shown in the attached documents; and

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

Section 1. Expenditures for this project will be paid out of general fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership for an amount not to exceed \$25,399.49, which may include payment in kind.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED ON THE ____ DAY OF MARCH 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 26-24.

RESOLUTION NO. 27-24 - AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR ESTABLISHMENT OF SPRING CREEK TRIBUTARY VEGETATIVE BUFFER IN JB HUNT PARK

City Engineer Ben Peters presented a Resolution authorizing the Mayor and City Clerk to enter into a contract with Illinois River Watershed Partnership, for establishment of Spring Creek Tributary Vegetative buffer in JB Hunt Park.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR ESTABLISHMENT OF SPRING CREEK TRIBUTARY VEGETATIVE BUFFER IN JB HUNT PARK

WHEREAS, JB Hunt Park is a busy city park that includes ball fields, disc golf courses, and open areas adjacent to Spring Creek Tributary for the recreation and enjoyment of Springdale residents; and

WHEREAS, the establishment of creekside vegetation will increase aesthetic value, while protecting the stream from erosion and providing an educational component to visitors; and

WHEREAS, the proposed vegetation requires less maintenance for the Parks and Recreation Department once established and would beautify the area along Spring Creek Tributary along the entire frontage of JB Hunt Park along Silent Grove Road, an area of approximately 8.3 acres and 1124 linear feet of streambank; and

WHEREAS, Illinois River Watershed Partnership operates a riparian restoration program, which pays 75% of the total contract cost of \$98,679.20, including developing a long-term maintenance plan; and

WHEREAS, the landowner agreement has been submitted for approval with a total contribution of \$24,669.80 from the City of Springdale (25% of project cost), as shown in the attached documents; and

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

Section 1. Expenditures for this project will be paid out of general fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership for an amount not to exceed \$24,669.80, which may include payment in kind.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED ON THE _____ DAY OF MARCH 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 27-24.

RESOLUTION NO. 28-24 - AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR DETENTION POND RETROFIT IN APPLE ORCHARD SUBDIVISION

City Engineer Ben Peters presented a Resolution authorizing the Mayor and City Clerk to enter into a contract with Illinois River Watershed Partnership, for detention pond retrofit in Apple Orchard Subdivision.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH ILLINOIS RIVER WATERSHED PARTNERSHIP, FOR DETENTION POND RETROFIT IN APPLE ORCHARD SUBDIVISION

WHEREAS, Apple Orchard Subdivision was platted in 1999 and contains two traditional dry detention ponds for stormwater runoff mitigation; and

WHEREAS, due to the increase in development providing additional runoff to the storm network downstream of Apple Orchard, the Engineering Department with the help of Illinois River Watershed Partnership proposes to retrofit the northeast pond in order to reduce runoff and maintenance costs and

WHEREAS, retrofitting traditional dry detention ponds with a modified outlet structure and trickle channel, soil amendments and additional vegetation is shown to reduce regular maintenance due to less frequent mowing requirements, while reducing stormwater runoff by promoting infiltration and evaporation; and

WHEREAS, Illinois River Watershed Partnership operates a green infrastructure program, which pays up to 50% of the total contract cost (\$44,078.32), including developing a long-term maintenance plan; and

WHEREAS, a pilot project in this location would help the Engineering Department assess the reduction in maintenance costs and effects to stormwater runoff, while providing an educational component for the subdivision residents; and

WHEREAS, the landowner agreement has been submitted for approval with a total contribution of \$22,030.00 from the City of Springdale (50% of project cost), as shown in the attached documents; and

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

Section 1. Expenditures for this project will be paid out of general fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a landowner agreement with Illinois River Watershed Partnership for an amount not to exceed \$22,030.00 which may include payment in kind.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED ON THE ____ DAY OF MARCH 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 28-24.

RESOLUTION NO. 29-24 - AUTHORIZING THE PAYMENT OF A GAS LINE RELOCATION WITH BLACK HILLS ENERGY FOR 40TH STREET, PROJECT NO. 18BPS4

Engineer Ryan Carr presented a Resolution authorizing the payment of a gas line relocation with Black Hills Energy for 40th Street, Project No. 18BPS4.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE PAYMENT OF A GAS LINE RELOCATION WITH BLACK HILLS ENERGY FOR 40TH STREET, PROJECT NO. 18BPS4

WHEREAS, Black Hills Energy needed to relocate their high pressure transmission gas line and other distribution facilities to facilitate the construction of 40th Street from Falcon Road to Spring Creek, and

WHEREAS, Black Hills Energy has prepared a relocation invoice and record documents for the necessary facility relocation:

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

Section 1. The Mayor and City Clerk are hereby authorized to execute payment to Black Hills Energy for the actual cost to relocate on 40th Street from Falcon Road to Spring Creek for \$931,179.65 from the 2018 Street Bond Fund.

PASSED AND APPROVED this ____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 29-24.

RESOLUTION NO. 30-24 - AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR TESTING SERVICES ON KENDRICK AVENUE IMPROVEMENTS

Engineer Ryan Carr presented a Resolution authorizing the execution of a professional services agreement with GTS for testing services on Kendrick Avenue extension project.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR TESTING SERVICES ON KENDRICK AVENUE IMPROVEMENTS

WHEREAS, the City of Springdale is in need of testing services for the Kendrick Avenue Extension project;

WHEREAS, GTS was selected as the most qualified materials testing firm for this project;

WHEREAS, the price not to exceed amount for testing services shall be \$43,645.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a testing services agreement with GTS for testing services on Kendrick Avenue for \$43,645.00 to be paid from the 2018 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 30-24.

RESOLUTION NO. 31-24 – TO WAIVE COMPETITIVE BIDDING AND TO PURCHASE HVAC EQUIPMENT FOR FIRE STATION 1

Fire Chief Blake Holte presented a Resolution to waive competitive bidding and to purchase two HVAC roof top units and related equipment, in an amount not to exceed \$40,000.00, for Fire Station 1.

RESOLUTION NO. ____

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND TO PURCHASE HVAC EQUIPMENT.

WHEREAS, the Springdale Fire Department has identified two HVAC roof top units that should be replaced at Fire Station 1, and

WHEREAS, it would be appropriate to proactively replace the 24 year old units to reduce the risk of impeding essential emergency response to our residents, and

WHEREAS, the HVAC units were budgeted in the 2024 budget under Fire Department Capital Budget, and

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

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract for the purchase of 2 HVAC units and related equipment, in an amount not to exceed \$40,000.00, to be paid from the 2024 budget.

PASSED AND APPROVED this ____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 31-24.

RESOLUTION NO. 32-24 – SETTING A HEARING DATE ON A PETITION TO ABANDON TWO DRAINAGE EASEMENTS IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented a Resolution setting a hearing date for April 9, 2024 to hear a petition by Burl D. Hollingsworth Revocable Trust to abandon two drainage easements in the Palmer-Freeman Addition in the City of Springdale, Washington County, Arkansas.

RESOLUTION NO. ____

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO ABANDON TWO DRAINAGE EASEMENTS IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

WHEREAS, the Burl D. Hollingsworth Revocable Trust, has petitioned for the abandonment of two drainage easements on Parcel No. 815-32871-000, also known as Lot 4 of the Final Plat of Palmer-Freeman Addition to the City of Springdale, Arkansas, filed for record on August 16, 1995, in Plat Book 14 at Page 29 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easements to be vacated being more particularly described as follows, and as shown on the attached Exhibit “A”:

DRAINAGE EASEMENT VACATION DESCRIPTION #1:

PART OF LOT 4 OF THE “FINAL PLAT OF PALMER-FREEMAN ADDITION” FILED AUGUST 16, 1995, IN PLAT BOOK 14 AT PAGE 29 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4, N89°51'40”W A DISTANCE OF 22.50 FEET; THENCE LEAVING SAID SOUTH LINE, N00°08'20”E A DISTANCE OF 21.02 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7.5 FEET AND A CENTRAL ANGLE OF 35°09'23”, AN ARC DISTANCE OF 4.60 FEET; THENCE N35°01'04”W A DISTANCE OF 292.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE ALONG SAID NORTH LINE, S89°53'22”E A DISTANCE OF 67.24 FEET; THENCE LEAVING SAID NORTH LINE, S35°01'04”E A DISTANCE OF 217.27 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4; THENCE ALONG SAID EAST LINE, S00°08'20”W A DISTANCE OF 86.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.35 ACRES (15,327 SQUARE FEET), MORE OR LESS.

DRAINAGE EASEMENT VACATION DESCRIPTION #2:

PART OF LOTS 4 AND 5 OF THE “FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION” FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S00°08'20”W A DISTANCE OF 263.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N89°51'40”W A DISTANCE OF 22.50 FEET; THENCE LEAVING SAID SOUTH LINE, N13°19'35”W A DISTANCE OF 195.40 FEET; THENCE N63°38'24”W A DISTANCE OF 162.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, S89°53'22”E A DISTANCE OF 212.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.43 ACRES (18,741 SQUARE FEET), MORE OR LESS.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon these two drainage easements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that April 9, 2024, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this ____ day of March, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

After the vote was taken, motion carried unanimously by 8-0.

The Resolution was numbered 32-24.

ORDINANCE NO. 5945 - VACATING A PLATTED ALLEY BETWEEN BLOCK 12 AND BLOCK 13 OF THE ORIGINAL TOWN OF SPRINGDALE, ARKANSAS, PLAT, WASHINGTON COUNTY, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance vacating a platted alley between Block 12 and Block 13 of the Original Town of Springdale, Arkansas, Plat, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-301-301, *et seq.*, and declaring an emergency.

Emma and Turnbow, LLC are the petitioners.

No comments were made at the public hearing held earlier tonight.

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

After the vote was taken, motion carried unanimously by 8-0.

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

After the vote was taken, motion carried unanimously by 8-0.

The Ordinance was numbered 5945.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 6:20 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer