

**CITY OF SPRINGDALE**  
**Committee Agendas**  
**Tuesday, March 15<sup>th</sup>, 2021**  
**City Council Chambers**  
**City Administration Building**  
**Meetings begin at 5:30 P.M.**

**Ordinance Committee by Chairman Mike Overton**

1. **An Ordinance** amending Article 6, Section 2.14 of the zoning Ordinance of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Ordinance presented by Ernest Cate, City Attorney. Pgs. 2 & 3

**Finance Committee by Chairman Jeff Watson**

2. **Financial Update**
3. **An Ordinance** authorizing the Mayor and City Clerk to enter into a contract with the Downtown Springdale Alliance to promote, preserve, and enhance Downtown Springdale, and to facilitate the implementation of the Downtown Master Plan; to waive competitive bidding, and for other purposes. Ordinance presented by Ernest Cate, City Attorney. Pgs. 4 - 10

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

4. **A Resolution** authorizing the release of a Conservation Easement on property owned by the City of Springdale, Arkansas. Resolution presented by Ernest Cate, City Attorney. Pgs. 11 - 14

That which is underlined is added and that which is stricken through is deleted.

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

**AN ORDINANCE AMENDING ARTICLE 6,  
SECTION 2.14 OF THE ZONING ORDINANCE OF  
THE CITY OF SPRINGDALE, ARKANSAS;  
DECLARING AN EMERGENCY; AND FOR  
OTHER PURPOSES.**

**WHEREAS**, Article 6, Section 2.14 of the Zoning Ordinance of the City of Springdale, Arkansas, contains the regulations pertaining to garage sales in the City of Springdale, Arkansas;

**WHEREAS**, Article 6, Section 2.14 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended to remove the fee for a garage sale permit in the City of Springdale, Arkansas;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 6, Section 2.14 of the Zoning Ordinance of the City of Springdale, Arkansas; and

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on April 6, 2021, after notice was given of said hearing as required by law.

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

**Section 1:** Article 6, Section 2.14 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

**2.14 Garage sales, yard sales, and rummage sales.** Permits for garage sales, yard sales, and rummage sales shall be valid for not more than two (2) consecutive days and shall not be granted for the same location more than two (2) times during any calendar year. Any person or organization authorized under this section that conducts a garage sale, yard sale or rummage sale shall obtain a permit before conducting such sale unless the property in which the sale takes place is properly zoned for such purposes and a business license has been obtained as required under this Code. Such sales shall only take place on residential property or by charitable or non-profit organizations on property zoned P-1 or commercial. Application for a permit for a garage sale, yard sale, and rummage sale shall be made to the building inspector, and the building inspector shall issue permits subject to the above conditions ~~after payment of a fee of \$10.00~~. Garage sales, yard sales, and rummage sales conducted on school property by organizations affiliated with the school are exempt from the permit requirements set out herein.

**Section 2:** All other provisions of Article 6 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN; TO WAIVE COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.**

**WHEREAS**, in 2015, the City Council for the City of Springdale, Arkansas, passed an Ordinance establishing the Downtown Master Plan for downtown Springdale;

**WHEREAS**, the intent of the Downtown Master Plan is to promote, preserve, and enhance the development, preservation, and beautification of Downtown Springdale, which benefits all the residents of the City of Springdale;

**WHEREAS**, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$100,000.00;

**WHEREAS**, because the DSA is actively involved in promoting, preserving, and enhancing Downtown Springdale, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

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

**Section 1:** That the Mayor and City Clerk are hereby authorized to enter into said Contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$100,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

**Section 2:** That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

## **CONTRACT FOR SERVICES**

This Contract for Services entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Springdale, Arkansas, (hereafter "City") and Downtown Springdale Alliance (hereafter "DSA") pursuant to the following terms and conditions:

WHEREAS, DSA is a not-for-profit entity organized exclusively to promote, encourage, develop, engage participation in and support the beautification and preservation of the City of Springdale downtown core and surrounding areas; and

WHEREAS, a downtown area has been identified by the City consisting of approximately 675 acres from U.S. Highway 71-B on the west to Arkansas Highway 265 on the east and Huntsville Avenue on the north and Quandt Avenue/Caudle Avenue on the south (hereafter sometimes referred to as "Downtown"); and

WHEREAS, DSA has specifically designated Downtown as that part of Springdale to devote its attention to the promotion, preservation, enhancement, engagement, business development, and marketing; and

WHEREAS, DSA has previously engaged in a contract for the City, and through this agreement, seeks to continue those services in a defined manner by providing services relevant to City projects in Downtown; and

WHEREAS, the promotion, development, enhancement, engagement, marketing and business development of Downtown is vital to City in that a vibrant, diverse, healthy, active, commercial and inhabited Downtown is necessary for the future growth and continued sustainability of City; and

WHEREAS, City has undertaken to construct public facilities Downtown consisting of a revitalization of Shiloh Square, Realignment of Razorback Regional Greenway across Emma Avenue, and connecting Downtown to Mt. Fitzgerald via protected bike lanes; and

WHEREAS, in order to fund and maintain such public facilities and to enact the Downtown Master Plan, it is vital to have a vibrant Downtown with an infrastructure that promotes the Downtown and to have a tax base both in terms of ad valorem tax and sales taxes that will not only fund and promote City, but the Downtown and general services available to City to promote the general safety, preserve the health, promote the prosperity and improve the order, comfort and convenience of the City and its inhabitants; and

WHEREAS, private entities including Tyson Foods, Inc., have moved offices Downtown, which requires an expansion of infrastructure provided by the public sector, as well as services provided by private investment, including but not limited to retail, entertainment, restaurants, offices, medical services, and the like to serve those persons who are, and will be, inhabiting Downtown, as well as working therein; and

WHEREAS, there were numerous vacant buildings in the Downtown which are now occupied by the private sector and now provide a growing tax base both in terms of ad valorem taxes and sales taxes and otherwise. Downtown blight has been deterred for decades to come. A blight upon a portion of the City would have a negative impact both in terms of safety and the health and welfare of its inhabitants; and

WHEREAS, City does not have the ability to provide the services to be rendered as outlined herein below and has no staff or office in the City devoted to such services; and

WHEREAS, no other entity, public or private, is providing the services to the inhabitants and citizens of the City or to the City that are to be provided herein; and

WHEREAS, City has the inherent authority to enter into this Contract pursuant to A.C.A. § 14-54-101 and §14-55-102; and

WHEREAS, services provided herein by DSA are unique and City finds it impractical and unfeasible to obtain the services provided herein through a formal competitive bidding and has, by appropriate action of its City Council, waived such requirement of bidding; and

WHEREAS, pursuant to Arkansas law, it is required that a contract be developed between City and DSA to establish that City is not merely making a contribution to DSA, but that City will and shall receive unique benefits from this contractual agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties as follows:

1. CONSIDERATION: City shall pay and DSA agrees to accept a sum in the amount of \$100,000.00 as consideration for the services to be rendered as set

forth in this Contract to be paid bi-annually during the First business Monday of Second Quarter and the First business Monday of the Fourth Quarter.

2. TERM: The term of this Contract shall be from \_\_\_\_March\_\_\_\_\_, \_\_1\_\_, 2021, to \_\_February\_\_\_\_\_, \_\_28\_\_, 2022\_\_.
3. SERVICES TO BE PROVIDED: DSA's primary purpose, which is aligned with the City's goals, is "To Promote a Vibrant Downtown Springdale". In consideration of the funds paid by the City, DSA will provide the following specific services:
  - a. Public Space, Community Events Calendar, Social Media, Website
    - i. Organize, and advertise public events through operation, updating, and maintenance of the Downtown Public Events Calendar, Social Media, and Website, Press Releases, etc.
    - ii. Accept, review, and approve or disapprove all requests to reserve Shiloh Square and Turnbow Park.
    - iii. Accept, review, and approve or disapprove requests for public and private events that result in the closing of Emma Avenue to vehicular traffic.
    - iv. Through the Public Events Committee, coordinate and approve applications for public events wishing to use public spaces within the Downtown area. City staff from Police, Planning, Parks, Public Works, and Public Relations comprise the Public Events Committee.
    - v. Provide liaison services to property owners and interested parties for the development, implementation, and revision of shared public space use by assisting with development and ongoing revision of rules and regulations for Downtown public space use.
    - vi. DSA will provide acceptance, review, and approval or disapproval for all requests to reserve Luther George Park and the Greenway Market, following planned revitalization and renovation.
    - vii. Develop and maintain a website that provides a virtual gateway to downtown, aligns with our mission, and is reflective of all that is happening in Downtown Springdale.
  - b. Contact point for Downtown Development:
    - i. Assist owners and interested parties in answering questions related to Downtown Master Plan.
    - ii. Serve as ambassador to new developments, and re-developments for properties within Downtown.

- iii. Consult with land owners, interested parties, and City on review, creation, and implementation of new codes and ordinances for Downtown, and alignment with the Downtown Master Plan.
- iv. Continued organizing outreach and public meetings for advertising, educating, and implementing the Downtown Master Plan on a semi-annual basis at a minimum, such meetings are to promote developments in alignment with the Downtown Master Plan, and next steps in pursuit of the Downtown Master Plan.
- e. Beautification
  - i. DSA will serve a consultant role with City departments in furthering greening efforts in Downtown, and public spaces, advocate for spaces to be activated with art, lighting, and furniture.
- d. Economic Services
  - i. Actively engage in business recruitment, retention and expansion in Downtown, focusing on retail, restaurant and entertainment needs to support a growing workforce
  - ii. Be a point of contact between City and Downtown businesses related to City infrastructure improvement efforts, from street closures, utility service work, greening efforts, public space improvements.
  - iii. Oversee, manage and direct the design excellence grant for Luther George Park
  - iv. Oversee and direct the vision and development of the Greenway Market, while seeking funding from private, public and non-profit entities.
  - v. Lead the Capital Campaign for Luther George Park.
  - vi. Manage, promote, and support the Downtown Outdoor Dining District.

City acknowledges, understands and agrees that several of these functions are ongoing and may continue beyond the term of this contract.

4. REPORTING: DSA shall submit, not less than bi-annually, reports prepared by DSA to City identifying and accounting for social engagement through metrics; public space events processed by DSA, Public Events Committee and reflected on Public Events Calendar; meetings by DSA personnel with residents, Downtown businesses and businesses outside of Downtown related to development in Downtown; and business retention and expansion data when available.



5. **STATUS OF DSA:** The parties agree that DSA shall be deemed an independent contractor in every respect and shall take all steps at its expense and pursuant to the use of its materials and its method of operations, including those tasks requested by City. City does not, and will not, assume any responsibility for services provided by DSA. Furthermore, the parties mutually agree and understand that City has no financial interest in DSA and is not deemed to be or construed to be a partner, joint venture or investor in DSA.
6. **NON-ASSIGNMENT:** DSA understands and agrees that the services to be rendered are to be rendered by DSA and shall not be subcontracted or assigned to any other party or person without the express written consent of City.
7. **COMPLIANCE WITH LAW:** DSA agrees that in the performance of this Contract, it shall comply with all local, state and federal laws and regulations, including but not limited to bans on discrimination on the basis of race, sex, color, national origin, gender or disability. DSA further recognizes that, as it relates to the specific funds provided herein by the City, some of its activities are likely subjected to the Freedom of Information Act ("FOIA"), and accordingly, it will comply with the FOIA as it relates to requests for information pertaining to the use of such funds. The funds given in consideration of the serviced by DSA in the agreement are exclusive to the implementation of the consideration by DSA. Funds provided herein are separate from DSA other non-FOIA revenues, donations, and compensation. DSA is not a public entity, is not primarily funded by public funds, and is otherwise a private independent entity separate and apart from City.
8. **DISCLAIMER:** The parties hereto acknowledge that this Contract is for the providing of the services listed herein and this Agreement in no way suggests the City endorses or agrees with any position taken by DSA or any groups affiliated with it.
9. **NON-APPROPRIATION:** DSA recognizes that the funding provided for in this Contract is contingent upon the appropriation of public funds by the City. If City does not appropriate monies for this Contract, there shall be no penalty assessed against City and this Contract shall be null, void and of no effect.
10. **COMPLETE AGREEMENT:** It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties and same

shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.

11. SEVERABILITY: If any provision of this Contract is declared to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other party of circumstances shall not be affected thereby, the provisions of this Contract being severable in any such instance. If any sentence or portion shall be adjudged to be invalid or unenforceable, then that article shall be deemed to be amended to delete therefrom the portion adjudicated to be invalid or unenforceable.

12. AUTHORITY: The parties hereto agree that by the execution of this Contract, the persons signing this Contract herein below have been authorized by the respective bodies to lawfully enter into this Contract and bind each of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the date first above written.

CITY OF SPRINGDALE

By: \_\_\_\_\_  
Mayor

WITNESS:

\_\_\_\_\_  
City Clerk

City Seal:

DOWNTOWN SPRINGDALE ALLIANCE

By: \_\_\_\_\_  
Jill Dabbs, Executive Director

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

**A RESOLUTION AUTHORIZING THE RELEASE OF A  
CONSERVATION EASEMENT ON PROPERTY OWNED  
BY THE CITY OF SPRINGDALE, ARKANSAS.**

**WHEREAS**, the City of Springdale, Arkansas, owns property known as Parcel No. 815-29770-010, Parcel No. 815-29767-210, Parcel No. 815-29767-211, and Parcel No. 815-29767-200, Washington County, Arkansas; and Parcel No. 21-00172-010 and Parcel No. 21-00172-012, Benton County, Arkansas (collectively "the Property");

**WHEREAS**, on March 13, 2018, the City of Springdale, Arkansas, passed Resolution No. 38-18, authorizing the grant of a Conservation Easement on the Property, pursuant to the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. §15-20-401, *et seq.*, ("the Act"), for the purposes of retaining or protecting natural, scenic, or open-space values of the Property; assuring the Property's availability for agricultural, forest, recreational, or open-space use; protecting natural resources; and, maintaining or enhancing air or water quality of the Property;

**WHEREAS**, the City has received a grant from the Arkansas Historic Preservation Program on part of the Property, and is now working with the Northwest Arkansas Land Trust to ensure continued compliance with the Act and compliance with the terms of the purchase of the Property;

**WHEREAS**, in order to ensure compliance with the provisions of the Act, it is necessary that the current Conservation Easement be released and replaced with a Conservation Easement to be entered into between the City of Springdale and the Northwest Arkansas Land Trust; and

**WHEREAS**, both the Act and Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached Easement Release when authorized to do so by Resolution approved by the City Council.

**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 the attached Easement Release document releasing the current conservation easement on the Property.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Prepared by:**

Ernest B. Cate  
Springdale City Attorney  
201 Spring St.  
Springdale, AR 72764

**After Recording Return to:**

Springdale City Clerk's Office  
206 Blair  
Springdale, AR 72764

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**EASEMENT RELEASE**

**KNOW ALL BY THESE PRESENTS:**

THAT The City of Springdale, through the undersigned duly authorized officials, hereby releases, vacates, and abandons forever the Conservation Easement recorded on March 22, 2018, as Benton County, Arkansas Instrument Number L201814452. This release extinguishes all terms and provisions of Instrument Number L201814452, including all interests, claims, rights, causes of action, and remedies created pursuant to said instrument. Exhibit A describes the real property Instrument Number L201814452 purportedly encumbered.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF SPRINGDALE, ARKANSAS,  
A Municipal Corporation

By: \_\_\_\_\_  
Doug Sprouse, Mayor

By: \_\_\_\_\_  
Denise Pearce, City Clerk



### Exhibit A

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas and a part of the NE ¼ of the NE ¼ of Section 27, Township 18 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Beginning at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence along the West line of said SE ¼ of the SE ¼ N 1°49'35" E 662.35 feet to a steel rebar pin; thence S 87°05'31" E 422.22 feet to a steel rebar pin; thence S 04°30'00" E 181.69 feet to a steel rebar pin; thence S 13°00'00" W 163.19 feet to a steel rebar pin; thence S 20°30'00" W 132.18 feet to a steel pin; thence S 10°30'00" W 197.54 feet to a steel rebar pin; thence N 87°01'22" E 16.64 feet to a steel rebar pin; thence N 10°30'00" E 193.91 feet to a steel rebar pin; thence N 20°30'00" E 131.82 feet to a steel rebar pin; thence N 13°00'00" E 166.81 feet to a steel rebar pin; thence N 04°30'00" W 182.09 feet to a steel rebar pin; thence S 87°05'31" E 530.69 feet to a steel rebar pin; thence S 25°53'49" E 225.14 feet to a steel rebar pin; thence S 63°50'27" E 277.51 feet to a steel rebar pin on the East line of said SE ¼ of the SE ¼; thence along said East line S 1°39'39" W 357.09 feet to a four way fence corner at the Southeast corner of said SE ¼ of the SE ¼; thence S 2°29'09" W along the East line of said NE ¼ of the NE ¼ of Section 27, 959.63 feet to a steel rebar pin; thence N 87°34'59" W 1330.30 feet to a steel rebar pin on the West line of said NE ¼ of the NE ¼; thence N 2°36'30" E 164.93 feet to a steel rebar pin; thence S 87°02'36" E 16.50 to the centerline of Silent Grove Rd; thence along said centerline N 00°15'33" E 55.44 feet; thence along said centerline N 01°46'26" E 154.73 feet; thence along said centerline N 3°30'02" E 428.32 feet, thence along said centerline N 00°48'49" E 100.39 feet; thence along said centerline N 2°17'31" W 69.28 feet to the North line of said NE ¼ of the NE ¼; thence along said North line N 87°01'22" W 9.5 feet to the point of beginning, containing 47.456 acres more or less. Subject to the right-of-way of Silent Grove Road and all easements of record.

#### LESS AND EXCEPT:

One acre (1 acre) taken squarely out of the Northwest corner of the above-described tract of land.

#### ALSO LESS AND EXCEPT:

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 662.35 feet; thence S 87°5'31" E 208.71 feet to the point of beginning; thence continuing S 87°5'31" E 313.07 feet; thence S 1°49'35" W 208.71 feet; thence N 87°5'31" W 313.07 feet; thence N 1°49'35" E 208.71 feet to the point of beginning containing 1.5 acres more or less.

#### ALSO LESS AND EXCEPT:

A part of the SE ¼ of Section 22, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at the railroad spike that marks the Southwest corner of said SE ¼ of the SE ¼ of Section 22, and run thence N 1°49'35" E 453.64 feet to the point of beginning; thence S 87°5'31" E 521.78 feet; thence S 1°49'35" W 83.48 feet; thence N 87°5'31" W 521.78 feet; thence N 1°49'35" E 83.48 feet to the point of beginning, containing 1 acre more or less.

#### ALSO LESS AND EXCEPT:

Beginning at a point 280 feet North of the Southwest Corner of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence North to a point which is S 1°49'35" W 292.19 feet from the Northwest Corner of the S ½ of the SE ¼ of the SE ¼ of Section 22, Township 18 North, Range 30 West, thence S 87°5'31" E 521.78 feet, thence South to the South line of an easement for a sewer transmission line as described by an easement document filed in Benton County, Arkansas, at Book 423, Page 414, thence Northwesterly along said easement to the point of beginning, containing 1.93 acres more or less.