

Next scheduled Committee Meeting will be held in the Council Chambers, 201 Spring Street, Springdale, Arkansas.

- **The next Committee Meeting - Monday, October 5, 2020**
 - **Committee agendas will be available on Friday, October 2, 2020.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS
TUESDAY, September 22, 2020
REVISED 9/22/2020**

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Jeff Watson

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk
Recognition of a Quorum.
4. Recognition of Springdale Citizen Ronnie Treat for his efforts in obtaining the needed signatures to finish the petition for the Bethel Heights Annexation ballot issue.
5. 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.
6. Approval of Minutes – September 8, 2020 **Pgs. 5 - 10**
7. Procedural Motions
 - A. Entertain Motion to read all Ordinances and Resolutions by title only.
 - B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) 8, 9A-9C & 13. Motion must be approved by two-thirds (2/3) of the council members*).
8. **An Ordinance** annexing certain property into the City of Springdale, Washington County, Arkansas. Property located on the east side of Hylton Rd. South of Hwy. 412. Ordinance presented by Ernest Cate, City Attorney. **Pgs. 11 - 22**
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development:
 - A. **An Ordinance** amending Ordinance No. 5488 (accepting the Final Plat of Phase 1 of Cottages at the Park Subdivision to the City of Springdale, Arkansas) to correct a Scrivener's error; and declaring an emergency. **Pg. 23**
 - B. **An Ordinance** accepting the re-plat of said replat of Lots 8-11, Block 6 Carter Addition to the City of Springdale, Arkansas, and declaring an emergency. Located west side of Young St., Homestead Subdivision. **Pgs. 24 - 26**
 - 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 certain lands (.486 acres at 304 West Sunset Avenue, north side of West Sunset) from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pgs. 27 - 29**

- D. **A Resolution** approving a Conditional Use for 1/68 acres between Casey's and Dollar General on the east side of Highway 265 Washington County Parcel #815-36109-000 as set forth in Ordinance No. 4030. Property bordered on the West by Hwy. 265 and on the East by Belinda Ln. Pgs. 30 & 31
 - E. **A Resolution** approving a Conditional Use at 853 Plaza Court as set forth in Ordinance No. 4030. Property located East of Hwy. 71B and South of 71 Plaza Court. Pgs. 32 & 33
 - F. **A Resolution** approving a Conditional Use at 2.1 acres located behind and South of 9487 East Brown Road, Benton County Parcel #21-00167-007 as set forth in Ordinance No. 4030. Pgs. 34 & 35
 - G. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Cammie Scott in connection with C20-19 a Conditional Use for a Tandem Lot Split. Property located at 0553 East Brown Road North of Hwy. 612. Pgs. 36 & 37
 - H. **A Resolution** approving a waiver of street Improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Cammie Scott in connection with 8915 E Brown Road, a single family dwelling. Pgs. 38 & 39
 - I. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Paint Innovators in connection with L20-27, a Large Scale Development located on the south side of 40th St. Pgs. 40 & 41
10. Community Development Block Grant Program Committee, Chairman Mike Lawson
- A Resolution** adopting and approving the 2020 Action Plan for the Community Development Block Grant Program. Pgs. 42 - 44
11. Police and Fire Committee, Chairman Brian Powell
- A. **A Resolution** authorizing the execution of an architect contract for renovation of Fire Department Station No. 4. Resolution forwarded from Committee with recommendation for approval. Pgs. 45 - 55
 - B. **A Resolution** authorizing the execution of a contract for the design and development of an ambulance supplemental payment program and for other purposes. Resolution forwarded from Committee with recommendation for approval. Pgs. 56 - 71
12. Street and Capital Improvements, Chairman Rick Evans
- A Resolution** authorizing the City Attorney to settle a Condemnation Lawsuit wherein Wendell Kevin Brown and Karla Annette Taylor are defendants. Condemnation is associated with the 48th St. Extension to Bob Mills Road. Pg. 72
13. **An Ordinance** authorizing the City Clerk to file a Clean-up Lien for the removal of overgrown brush and debris on property located at 898 Tamarack Street within the City of Springdale, Arkansas. Pgs. 73 - 83
14. A Resolution authorizing the grant of utility easements to Carroll Electric Cooperative Corporation across property owned by the City of Springdale, Arkansas (Parcel No. 21-00167-470 and Parcel No. 21-00167-471, Springdale, Benton County, Arkansas). Pgs. 84 - 89
15. Comments from Council Members.
16. Comments from City Attorney.
17. Comments from Mayor. (Special Committee Meeting on 9/28 at Bethel Heights.)
18. Adjournment.

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SPRINGDALE CITY COUNCIL
SEPTEMBER 8, 2020

The City Council of the City of Springdale met in regular session on Tuesday, September 8, 2020, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

| | |
|-----------------|----------------------|
| Doug Sprouse | Mayor |
| Amelia Williams | Ward 3 |
| Jeff Watson | Ward 3 |
| Mike Overton | Ward 2 |
| Jim Reed | Ward 1 (Absent) |
| Mike Lawson | Ward 4 |
| Rick Evans | Ward 2 |
| Brian Powell | Ward 1 (Absent) |
| Kathy Jaycox | Ward 4 |
| Ernest Cate | City Attorney |
| Denise Pearce | City Clerk/Treasurer |

Department heads present:

| | |
|--------------|--------------------------------|
| Jim Vaughan | Assistant Fire Chief |
| Mike Peters | Police Chief |
| Wyman Morgan | Director of Financial Services |
| Brad Baldwin | Eng. & Public Works Director |
| Colby Fulfer | Assistant to the Mayor |

AGENDA ITEM ADDED

Council Member Jaycox made the motion to add a Resolution to the agenda as item 10. Council Member Evans made the second.

The vote:

Yes: Jaycox, Williams, Watson, Overton, Lawson, Evans

No: None

CITIZENS COMMENTS

Karen Hill, 103 Angela Street, just found out that the Har-Ber Avenue extension is going through her property. She is asking that there be better communication between the property owners and the city staff on what changes are being proposed. She also stated they are getting a petition signed by residents to keep Angela Street a dead end street and that it not be made an access street for the Fire Department.

David Carnes, 106 Angela Street, expressed concern with the street that was designed originally in October was going to be a three lane with a continuous turn lane (east/west) and has now been changed to a two lane only with a bike trail and pedestrian trail but will be moved 30 feet to the south and go through people's property. He said there was no input from the public on this change. This will make the people's property unsellable and he thinks this is a crime.

Mayor Sprouse explained every road project changes when it goes through design. This was done because the engineers said it was going to be very expensive to move the power poles. This will save the residents of Springdale about \$2 million by making this change in design.

APPROVAL OF MINUTES

Council Member Evans moved the minutes of the August 11, 2020 and August 25, 2020 City Council meetings be approved as presented. Council Member Jaycox made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Evans 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 Jaycox made the second.

The vote:

Yes: Williams, Watson, Overton, Lawson, Evans, Jaycox

No: None

ORDINANCE NO. 5507 – ASSIGNING NEWLY INCORPORATED TERRITORY VIA CONSOLIDATION TO WARDS, PURSUANT TO ARKANSAS CODE ANN. §14-40-1205; REDISTRICTING CITY WARDS; ESTABLISHING NEW WARD BOUNDARY DESCRIPTIONS; AND DECLARING AN EMERGENCY (FORMER CITY OF BETHEL HEIGHTS)

City Council Member Mike Overton presented an Ordinance assigning newly incorporated territory via consolidation to wards, pursuant to Arkansas Code Ann. §14-40-1205; redistricting city wards; establishing new ward boundary descriptions; and declaring an emergency as follows:

AN ORDINANCE ASSIGNING NEWLY INCORPORATED TERRITORY VIA CONSOLIDATION TO WARDS, PURSUANT TO ARK. CODE ANN. §14-40-1205; REDISTRICTING CITY WARDS; ESTABLISHING NEW WARD BOUNDARY DESCRIPTIONS; AND DECLARING AN EMERGENCY.

WHEREAS, a special election was held on August 11, 2020, in accordance with Ark. Code Ann. §7-11-201 et seq., in the City of Springdale, Washington County, Arkansas, in the City of Springdale, Benton County, Arkansas, and in the City of Bethel Heights, Arkansas, on the question of the consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas;

WHEREAS, a majority of the votes cast in the August 11, 2020, special election were in favor of the consolidation of the City of Bethel Heights, Arkansas, into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-1201, *et. seq.*,

WHEREAS, on August 21, 2020, the Benton County Judge and the Washington County Judge each issued an Order certifying the results of the special election, declaring and consummating the consolidation of the City of Bethel Heights into the City of Springdale, declaring the name of the consolidated municipality to be the City of Springdale, and declaring that the inhabitants thereof shall in all respects be citizens of the City of Springdale, all pursuant to Ark. Code Ann. §14-40-1203(b)(1)(A)(i);

WHEREAS, Ark. Code Ann. §14-40-1205 requires that the Springdale City Council form, by ordinance, the territory of the former Bethel Heights into wards as shall seem to be to the best interests of the consolidated city, and shall change the boundaries of wards as shall seem to be to the best interests of the consolidated city; and

WHEREAS, the Mayor and City Council have determined that the public interest would seem best served by assigning the newly incorporated territory to the two contiguous Springdale wards, and by redistricting existing city wards, as shown on the attached "City of Springdale Ward Boundary Descriptions" attached hereto as Exhibit "A", and as shown on the Official Ward Map attached hereto as Exhibit "B".

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

Section 1. All territory incorporated into the City of Springdale by the consolidation of the City of Bethel Heights into Springdale lying east of the Arkansas Missouri Railroad be, and is hereby assigned to Ward 4.

Section 2. All territory incorporated into the City of Springdale by the consolidation of the City of Bethel Heights into Springdale lying west of the Arkansas Missouri Railroad be, and is hereby assigned to Ward 1.

Section 3. The attached "City of Springdale Ward Boundary Descriptions" attached hereto as Exhibit "A" and made a part hereof, be and are hereby approved.

Section 4. The new Official Ward Map for the City of Springdale, which is attached hereto as Exhibit "B" and made a part hereof, be and is hereby approved, and any ward map or ward boundary in effect prior to the effective date of this ordinance is hereby repealed.

Section 5. A duly certified copy of this ordinance, along with the map (plat) and ward descriptions of the consolidated City of Springdale shall be submitted to the Benton and Washington County Election Commissions, be filed in the Benton and Washington County offices of the Circuit Clerk and the County Clerk; and with the Arkansas Secretary of State, all pursuant to Ark. Code Ann. §14-40-1206.

Section 6. 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 September, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

After reading the title of the Ordinance, Council Member Evans moved the Ordinance "Do Pass". Council Member Jaycox made the second.

The vote:

Yes: Watson, Overton, Lawson, Evans, Jaycox, Williams

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Overton made the second.

The vote:

Yes: Overton, Lawson, Evans, Jaycox, Williams, Watson

No: None

The Ordinance was numbered 5507.

RESOLUTION NO. 105-20 – AMENDING THE 2020 BUDGET OF THE POLICE DEPARTMENT TO REIMBURSE THE CRIMINAL JUSTICE COMPLEX BOND CONSTRUCTION FUND \$500,000 OF 911 FEES

Council Member Amelia Williams presented a Resolution amending the 2020 Budget of the Police Department to reimburse the Criminal Justice Complex Bond Construction Fund \$500,000 of 911 fees.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2020 BUDGET OF THE POLICE DEPARTMENT

WHEREAS, Springdale received a substantial increase in 911 fees for the calendar year of 2020, and

WHEREAS, the expenditure of 911 funds is restricted to expenditures relating to police & fire dispatch, and

WHEREAS, the Criminal Justice Complex Bond Construction Fund has spent over \$2,000,000 for new radio equipment for Dispatch;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated \$500,000 of 911 fees to reimburse the Criminal Justice Complex Bond Construction Fund for the purchase of radio equipment for Dispatch.

PASSED AND APPROVED this _____ day of September, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Jaycox made the second.

The vote

Yes: Lawson, Evans, Jaycox, Williams, Watson, Overton

No: None

The Resolution was numbered 105-20.

ORDINANCE NO. 5508 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTIES LOCATED AT 2716 FRUIT TREE AND 804 N. VIRGINIA AND 403 S. CLEVELAND, LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

City Council Member Amelia Williams presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on properties located at 2716 Fruit Tree, 804 N. Virginia and 403 S. Cleveland, located within the City of Springdale, Arkansas and declaring an emergency.

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

The vote:

Yes: Lawson, Evans, Powell, Jaycox, Williams, Watson, Overton, Reed

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Evans, Powell, Jaycox, Williams, Watson, Overton, Reed, Lawson

No: None

The Ordinance was numbered 5508.

RESOLUTION NO. 106-20 – AUTHORIZING PAYMENT OF AN INVOICE FOR THE SPRINGDALE MUNICIPAL CAMPUS, PROJECT NO. 18BPC1

Mayor Doug Sprouse presented a Resolution authorizing payment of an invoice for the Springdale Municipal Campus, Project No. 18BPC1.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
PROJECT NO. 18BPC1**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000, and

WHEREAS, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

WHEREAS, The City has received an invoice for \$1,149,018.05 for construction expenses for August 2020.

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 pay Milestone Construction Company, LLC \$1,149,018.05 with funds from the 2018 Bond Construction Fund.

PASSED AND APPROVED this ____ day of September, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote

Yes: Williams, Watson, Overton, Lawson, Evans, Jaycox

No: None

The Resolution was numbered 106-20.

ADJOURNMENT

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

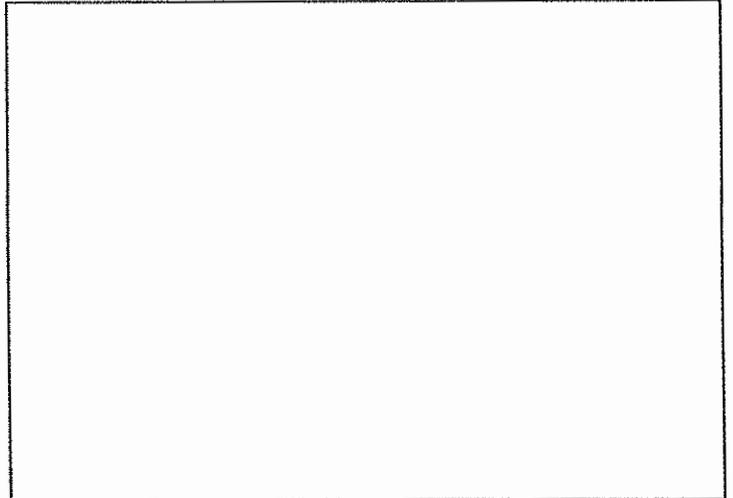
After a voice vote of all ayes and no nays, the meeting adjourned at 6:23 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING
CERTAIN PROPERTY INTO THE
CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS.**



WHEREAS, Hylton Road Property, LLC, owns the following described property situated in Washington County, Arkansas, to-wit:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4, S86°51'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD; THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

See attached Exhibit "A" and also known as Washington County Parcel No. 001-15083-000.

WHEREAS, by order of annexation of the County Court of Washington County, Arkansas dated August 7, 2020, and filed for record August 7, 2020, the above-described real property was annexed into the City of Springdale, Washington County, Arkansas;

WHEREAS, the property is contiguous to land already situated in the City of Springdale, Washington County, Arkansas as shown on the Map attached to this Ordinance and marked Exhibit "A";

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

Section 1: That the above-described real property is hereby annexed into the City of Springdale, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-40-601, *et seq.*, and assigned to Ward 2 of the City of Springdale, Arkansas.

Section 2: That this ordinance shall be mailed to the recorder of deeds of Washington County, Arkansas, as well as the County Clerk of Washington County, Arkansas, who shall certify one copy of the plat of the annexed territory and one copy of the Order of the Court and the resolution or ordinance of this Council and forward a copy of each document to the Secretary of State and to the Director of the Tax Division of the Arkansas Public Service Commission to show the above described property now located within the City of Springdale, Washington County, Arkansas.

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 _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



**ARKANSAS
GIS OFFICE**

**Department of Transformation
and Shared Services**
Governor Asa Hutchinson
Secretary Amy Fecher
Director Shelby Johnson

July 23, 2020

Mr. Charles L. Harwell
Crouch, Harwell, Fry and Ferner PLLC
111 Holcomb Street
Springdale, AR 72765

RE: City of Springdale Annexation Coordination Requirement

Mr. Harwell

Thank you for coordinating with our office as you seek to annex property into the City of Springdale, AR described as the "Hylton Road" annexation and located in Section 16, Township 17 North, Range 29 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,

Jennifer Wheeler, GIS Analyst

Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

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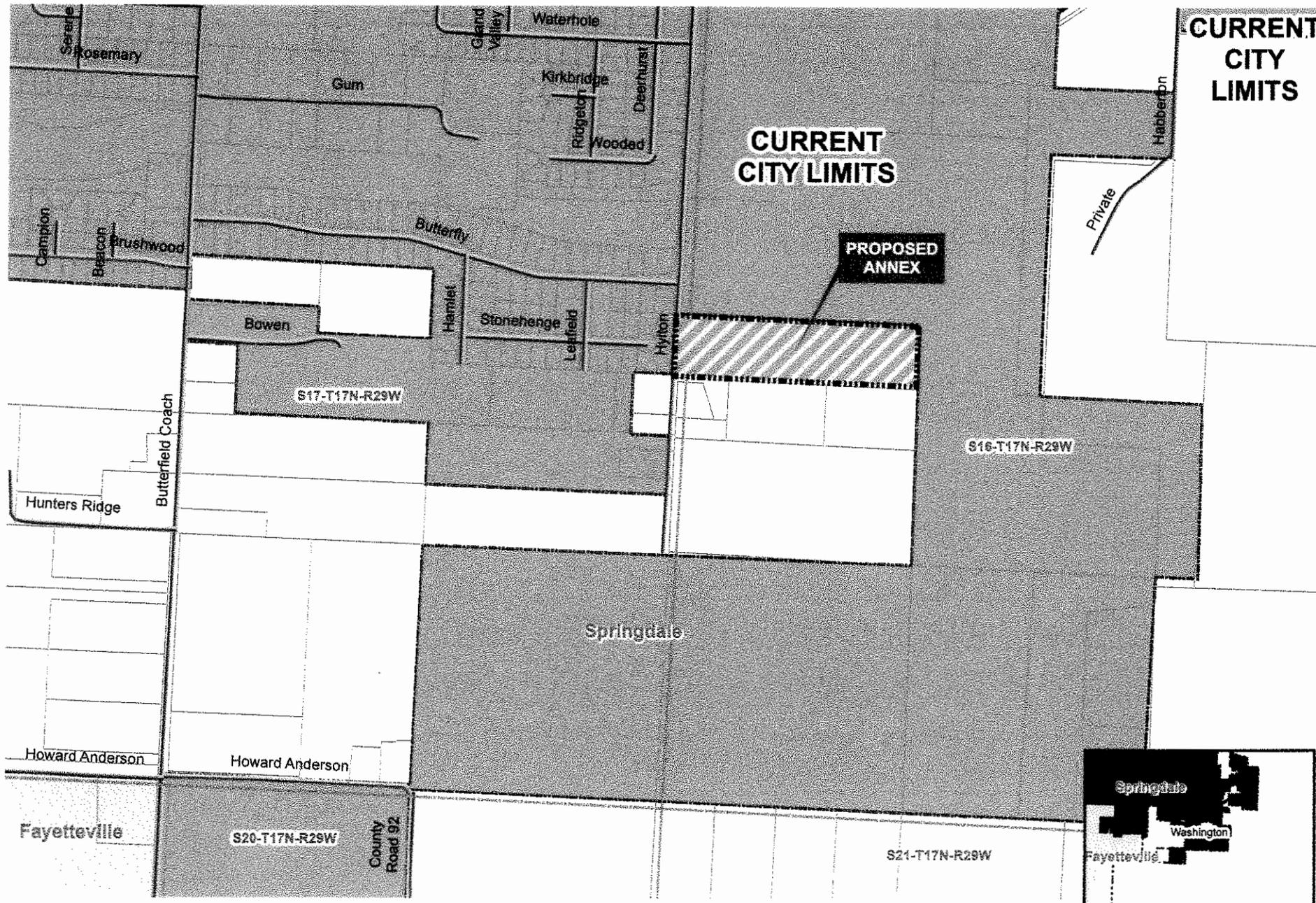
Proposed Annex "Hylton Road": City of Springdale
July 2020

City: Springdale
Mayor: Doug Sprouse

Arkansas Code 14-40-101.

Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.

The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015



FILED
2020 JUL -7 AM 9:10
CLERK OF COURT
WASHINGTON COUNTY, ARK.

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

HYLTON ROAD PROPERTY, LLC

PETITIONER

NO. CC 2020- 14

PETITION FOR ANNEXATION

Come now the petitioner, Hylton Road Property, LLC, as owner of the lands hereinafter described, and for its petition herein allege and state as follows:

1. That the petitioner, Hylton Road Property, LLC, is the record title holder of certain real estate contiguous to and adjoining the City of Springdale, Washington County, Arkansas, more particularly described as follows:

THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4, S86°51'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD; THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

2. That the above described property is all situated in Washington County, Arkansas, and the petitioner owns the above described lands and desires to have the above described properties annexed to the City of Springdale, Washington County, Arkansas, and the petitioner, Hylton Road

Property, LLC authorizes the firm of Crouch, Harwell, Fryar & Ferner, PLLC or their agents, to act on its behalf to prepare and file any pleadings, publish any notices, and make any appearance before this or any other court, or to perform any other service required to effect such annexation

3. Attached hereto are plats showing the subject properties with reference to the boundary line of the City of Springdale, Arkansas.

WHEREFORE, petitioner prays that this court set a date for a hearing on this petition, not less than 30 days after the date of filing herein, and that at such hearing this court enter its order granting the petition annexing the above described lands to the City of Springdale, Arkansas.

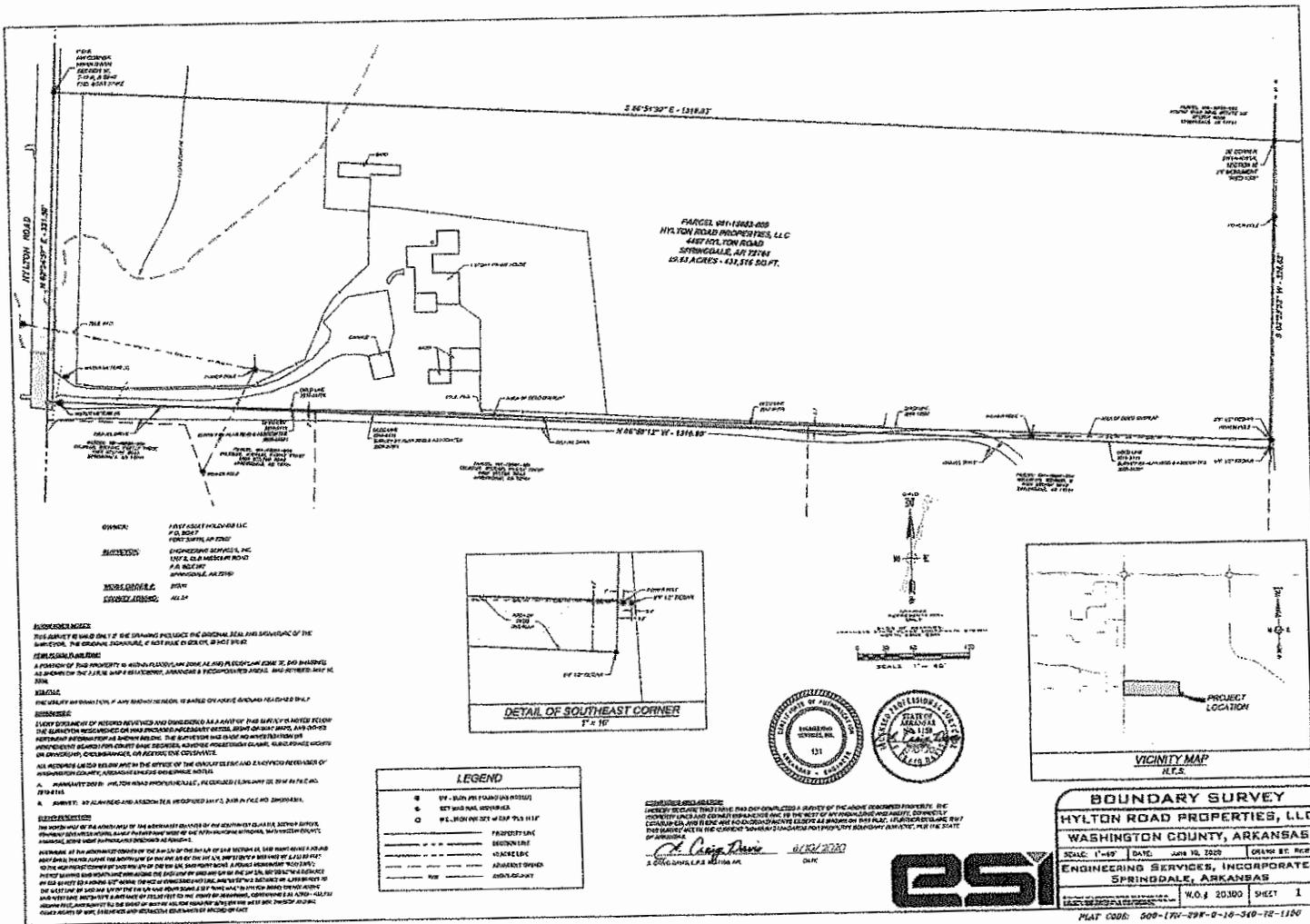
Hylton Road Property, LLC



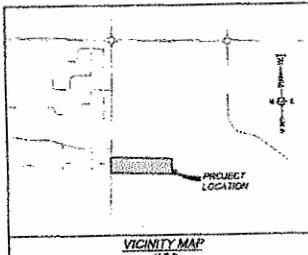
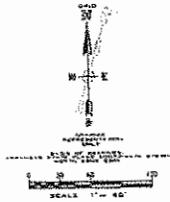
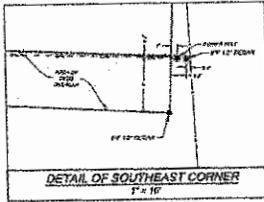
Gloria Croom, Managing Member

CROUCH, HARWELL, FRYAR & FERNER, PLLC
Attorneys for Petitioner
111 Holcomb Street
P.O. Box 1400
Springdale, AR 72765-1400
(479) 751-5222
(479) 751-5777 Facsimile
charwell@nwa.law


Charles L. Harwell, Ark. Bar No. 82074



OWNER: HYLTON ROAD PROPERTIES, LLC
PREPARED BY: ENGINEERING SERVICES, INC.
DATE: 06/16/2020



LEGEND

| | |
|-----|--------------------------------------|
| ○ | BY - BORN (NOT FOUND) (AS PER STATE) |
| ● | SET AND PINE SURVEY MARK |
| ○ | BY - BORN (NOT FOUND) (AS PER STATE) |
| --- | PROPERTY LINE |
| --- | SECTION LINE |
| --- | ADJACENT OWNER |
| --- | ADJACENT |



BOUNDARY SURVEY
 HYLTON ROAD PROPERTIES, LLC
 WASHINGTON COUNTY, ARKANSAS
 SCALE: 1"=40' DATE: June 16, 2020 SHEET NO. 1 OF 1
 ENGINEERING SERVICES, INCORPORATED
 SPRINGDALE, ARKANSAS
 W.O.S. 20300 SHEET 1
 PLAT CODE: 009-170-298-0-16-340-12-1100





Arkansas Secretary of State

John Thurston Arkansas Secretary of State, 500 Woodlane Ave, Little Rock, AR 72201-1094

Municipal Boundary Change Checklist

Act 655 of 2017 and A.C.A. §14-40-103

County: _____ City/Town: _____

City Ordinance/Resolution No: _____ Date approved: _____

County Court Case No: _____ Date Order Filed: _____

Type: _____
(Choose from the list of Arkansas Code Sections located on the back)

Date Change Effective: _____ Set by: Municipal Ordinance Emergency Clause Court Default
(Required by Act 655 of 2017)

For Circuit Court Challenge: Date Order Filed: _____ Upheld Overturned Other (attach explanation)

Please indicate which ward(s) the territory will be assigned to: _____
(See A.C.A § 14-40-203)

Initiating party:

All Landowners Majority Landowners Municipal Governing Body State Other _____

Supporting Documentation attached (check all that apply):

- File marked copy of City Ordinance/Resolution (required)
- File marked copy of County Court Order or certified annexation election results (required except for A.C.A. §14-40-501)
- Copy of Arkansas GIS approved printed map and certification letter (required)
- Proof of Publication for all Legal Notices (include Hearing, Election, and City Ordinance/Resolution notices)
- File marked copy of Petition Part (if applicable)
- File marked copy of Complaint and final Circuit Court Order (Court Challenge only)

Municipal Contact:

Name: _____ Title: _____

Street Address: _____

City: _____ St: _____ Zip code: _____

Complete one form per ordinance/resolution, attach it as a cover page to the supporting document set and submit to the County Clerk's Office within 45 days of the Effective Date as required by Act 655 of 2017

County Official:

Signature: _____ Title: _____

Date: _____

Pursuant to Act 655 of 2017, County Officials must submit a file-marked copy of municipal boundary change documents within 30 days of receipt to: Arkansas Secretary of State, Attn: Municipal Boundary Filing, 500 Woodlane Ave Suite 256, Little Rock, AR 72201-1094

Office of the Arkansas Secretary of State use only

Received by: _____

Municipal Annexation, Detachment, and Incorporation Reference

- Annexation of Territories Contiguous to County Seat A.C.A §14-40-201
- Annexation of Territories in another Judicial District (multiple county seats) A.C.A. §14-40-202
- Annexation of City Park or Airport (automatic) A.C.A §14-40-204
- Annexation of building on boundary of two municipalities (written notice) A.C.A. §14-40-207
- Annexation by Election (contiguous land) A.C.A. §14-40-302
- Annexation of land in adjoining County A.C.A §14-40-401
- Annexation of surrounded unincorporated area (island/doughnut holes) by ordinance A.C.A. §14-40-501
- Annexation by Petition of majority of Landowners A.C.A. §14-40-602
- Annexation by Petition of all Landowners A.C.A §14-40-609
- Consolidation of two municipalities by Election A.C.A §14-40-1201
- Annexation with Detachment from another municipality at landowner request A.C.A §14-40-2001
- Annexation with Detachment from adjoining city at city request A.C.A §14-40-2101
- Detachment of Land annexed by petition under §14-40-601 A.C.A §14-40-608
- Detachment of municipal lands back to County by election A.C.A. §14-40-1801
- Detachment of unsuitable land by municipal resolution A.C.A §14-40-1901
- Incorporation by direct petition of landowners A.C.A §14-38-101
- Incorporation by petition for special election A.C.A §14-38-115
- Surrender of Charter (Disincorporation) by second class city A.C.A §14-39-101

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1901, FAYETTEVILLE, AR 72702 • 479-442-1700 • FAX 479-695-1188 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

I, Brittany Smith, do solemnly swear that I am the Accounting Legal Clerk of the Northwest Arkansas Democrat-Gazette, a daily newspaper printed and published in said County, State of Arkansas; that I was so related to this publication at and during the publication of the annexed legal advertisement the matter of: Notice pending in the Court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County; that said newspaper had been regularly printed and published in said County, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

Crouch Harwell Fryar & Ferner
Hylton Road Property

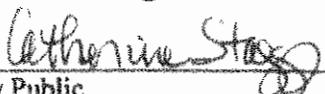
Was inserted in the Regular Edition on:
July 19, 26 & August 2, 2020

Publication Charges: \$506.16



Brittany Smith

Subscribed and sworn to before me
This 6 day of Aug, 2020.



Notary Public
My Commission Expires: 2/28/2025

****NOTE****
Please do not pay from Affidavit.
Invoice will be sent.

IN THE COUNTY COURT OF
WASHINGTON COUNTY, ARKANSAS
HYLTON ROAD PROPERTY, LLC
PETITIONER
NO. CC 2020-14
NOTICE

Notice is hereby given that on the 7th day of July, 2020, a petition was filed by the owner of the lands hereinbelow described, praying that said lands be annexed to the City of Springdale, Arkansas, and which lands are more particularly described as follows: THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4, S86°31'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD, THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE POINT OF BEGINNING, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT. Notice is further given that County Judge, Joseph Wood, ordered that a hearing be held on said petition in the office of the County Judge in the Washington County Courthouse, Fayetteville, Arkansas at 10.30 a.m. on the 7th day of August, 2020. WITNESS my hand and seal as Attorney for the Petitioner, this 16th day of July, 2020.

/s/ Charles L. Harwell
Charles L. Harwell, Ark. Bar No. 82074
CROUCH, HARWELL, FRYAR & FERNER, PLLC
Attorneys for Petitioner
111 Holcomb Street
P.O. Box 1400
Springdale, AR 72763-1400
(479) 751-5222
(479) 751-5777 Facsimile
charwell@nwa.law
75296425 July 19, 26 & Aug 2, 2020

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

HYLTON ROAD PROPERTY, LLC

PETITIONER

NO. CC 2020-14

ORDER OF ANNEXATION

2020 AUG -7 PM 12:16

On this 7th day of August, 2020, comes on to be heard the petition of the owner of the following described properties in Washington County for its annexation to the City of Springdale:

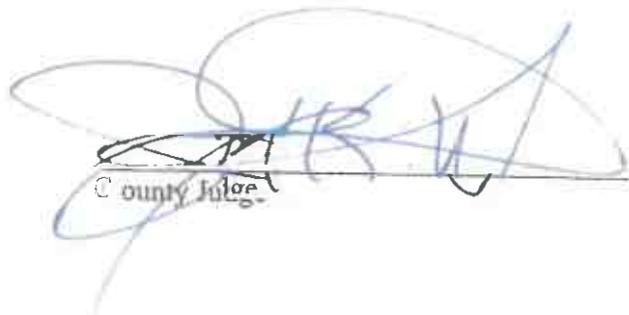
THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION SIXTEEN, TOWNSHIP SEVENTEEN NORTH, RANGE TWENTY-NINE WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 16, SAID POINT BEING A FOUND BOAT SPIKE; THENCE ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4, S86°51'39"E A DISTANCE OF 1,310.03 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4, SAID POINT BEING A FOUND MONUMENT "REID 1005"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, S02°25'32"W A DISTANCE OF 328.63 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID EAST LINE, N86°59'12"W A DISTANCE OF 1,310.90 FEET TO THE WEST LINE OF SAID NW 1/4 OF THE SW 1/4 SAID POINT BEING A SET "MAG NAIL" IN HYLTON ROAD; THENCE ALONG SAID WEST LINE, N02°34'57"E A DISTANCE OF 331.50 FEET TO THE **POINT OF BEGINNING**, CONTAINING 9.93 ACRES - 432,516 SQUARE FEET, AND SUBJECT TO THE RIGHT OF WAY OF HYLTON ROAD (60' R/W) ON THE WEST SIDE THEREOF AND ALL OTHER RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

and it appearing to the court that notice of this hearing has been given for three consecutive weeks by publication in The Arkansas Democrat Gazette, a newspaper of general circulation in the County, as provided by law; that the territory proposed to be annexed is accurately described

in said petition and the plats attached hereto are declared to be the plats of said properties and said properties should be annexed to the City of Springdale, Washington County, Arkansas, as prayed.

NOW THEREFORE, IT IS BY THE COURT CONSIDERED AND ORDERED that the territory hereinabove described be and is hereby annexed to the City of Springdale, Washington County, Arkansas, and that the petitioner pays the cost of this proceeding and that the plats attached hereto are declared to be the plats of the properties annexed.



County Judge

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5488 (ACCEPTING THE FINAL PLAT OF PHASE 1 OF COTTAGES AT THE PARK SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS) TO CORRECT A SCRIVENER'S ERROR; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council for the City of Springdale, Arkansas passed Ordinance No. 5488 on July 28, 2020, which accepted the Final Plat of Phase 1 of Cottages at the Park Subdivision to the City of Springdale, Arkansas;

WHEREAS, the Final Plat accepted by Ordinance No. 5488 contained a scrivener's error as it related to the street names on the Final Plat of Phase 1 of Cottages at the Park Subdivision;

WHEREAS, Ordinance No. 5488 accepting the Final Plat should be amended and corrected to include the correct street names, and to correct the scrivener's error on the Final Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINDGALE, ARKANSAS, that Ordinance No. 5488 is hereby amended to correct the street names on the Final Plat of Phase 1 of Cottages at the Park Subdivision to the City of Springdale, Arkansas, and all other provisions of Ordinance No. 5488 are hereby affirmed and ratified.

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 _____, 2020.

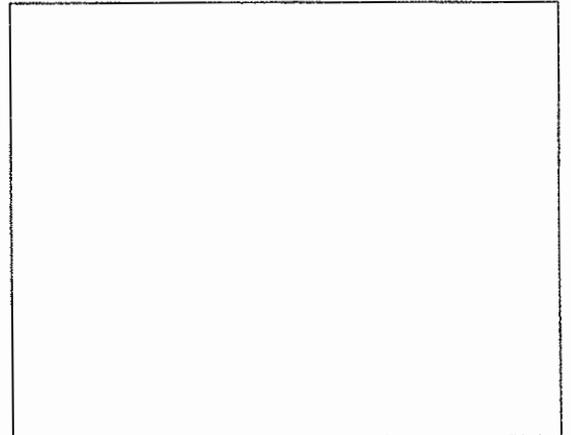
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF SAID
REPLAT OF LOTS 8-11, BLOCK 6 CARTER ADDITION
TO THE CITY OF SPRINGDALE, ARKANSAS, AND
DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

ADJUSTED PARCEL #815-20890-000:

LOT 9 AND A PART OF LOTS 8 AND 10 IN BLOCK 6 OF CARTER ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°07'53"W 20.00' FROM THE NORTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE S02°07'53"W 162.55', THENCE N87°51'46"W 135.13', THENCE N02°08'14"E 162.55', THENCE S87°51'46"E 135.11' TO THE POINT OF BEGINNING, CONTAINING 0.50 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ADJUSTED PARCEL #815-20891-000:

A PART OF LOTS 10 AND 11 IN BLOCK 6 OF CARTER ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°07'53"W 182.55' FROM THE NORTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE S02°07'53"W 72.45' TO AN EXISTING REBAR, THENCE N87°51'46"W 135.13' TO AN EXISTING REBAR, THENCE N02°07'53"E 72.45', THENCE S87°51'46"E 135.13' TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 8-11, BLOCK 6 CARTER ADDITION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF LOTS 8-11, BLOCK 6 CARTER ADDITION, CREATING ADJUSTED PARCEL #815-20890-000 AND ADJUSTED PARCEL #815-20891-000 TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this 1ST day of SEPTEMBER, 2020.

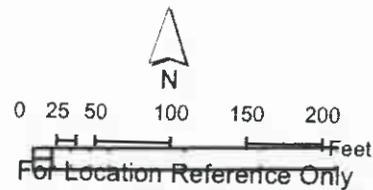
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

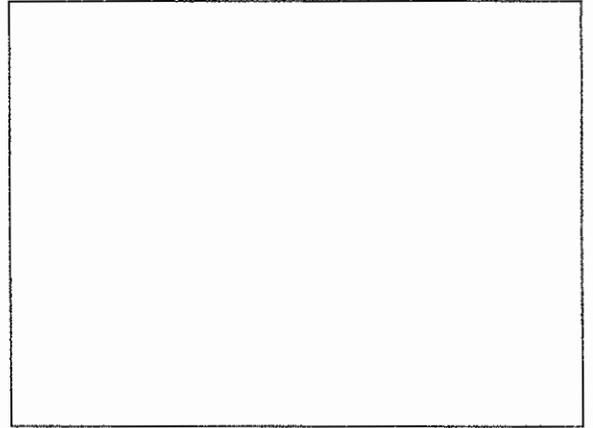
APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY



FILE NO. RP20-10
APPLICANT: Bates & Associates
REQUEST: Replat of parcels 815-20890-000 & 815-20891-000, Homestead Subdivision

PLANNING COMMISSION MEETING
September 1, 2020



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 CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) 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 September 1, 2020 for hearing the matter of a petition of Gerardo Garcia, requesting that the following described tract of real estate to be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: 304 West Sunset Avenue

Legal Description: A part of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section One (1) in Township Seventeen (17) North of Range Thirty (30) West, Washington County, Arkansas, described as follows, to-wit: Beginning at a point 1587 feet East and 30 North of the Southwest corner of the Northwest Quarter (NW 1/4) of Section one (1), THENCE North 212.47 feet, thence South 88 degrees 51 minutes East 100 feet, thence South 210.46 feet, or to the North line of Sunset Avenue, thence West 100 feet to the point of beginning, Subject to a 20 Easement for ingress and egress with said 20 access being more particularly described as beginning at the Northeast corner of the above described tract and running thence South along the West property line of the above described tract a distance of 110.03 feet, more or less, with said 20 foot access easement being of uniform width.

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 from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) 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 General Commercial District (C-2) to Thoroughfare Commercial District (C-5)

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 _____, 2020

Doug Sprouse, Mayor

ATTEST:

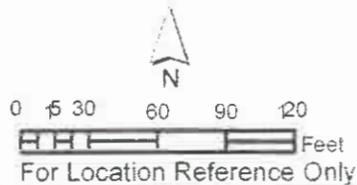
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 7/24/2020
Public Hearing Sign Posted By: RB
Public Hearing Sign Location



FILE NO. R20-31
APPLICANT: Gerardo Garcia
REQUEST: Rezone parcel from C-2 to C-5

PLANNING COMMISSION MEETING
August 4, 2020

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
1.68 ACRES BETWEEN CASEY'S AND DOLLAR
GENERAL ON THE EAST SIDE OF HIGHWAY 265
WASHINGTON COUNTY PARCEL #815-36109-000 AS
SET FORTH IN ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 1, 2020 on a request by Greg Brown for a conditional use for a Use Unit 52 (Food Truck Court) in a General Commercial District (C-2) 1.68 acres between Casey's and Dollar General on the East side of Highway 265 Washington County Parcel #815-36109-000; and

WHEREAS, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a conditional use be granted to Greg Brown for a Use Unit 52 (Food Truck Court) in a General Commercial District (C-2) 1.68 acres located between Casey's and Dollar General on the East side of Highway 265 Washington County Parcel #815-36109-000 with the following conditions – Large Scale Development Plan submitted addressing all uses outlined in Chapter 130 Article 6 Section 3.18.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Greg Brown for a Use Unit 52 (Food Truck Court) in a General Commercial District (C-2) 1.68 acres located between Casey's and Dollar General on the East side of Highway 265 Washington County Parcel #815-36109-000 with the following conditions – Large Scale Development Plan submitted addressing all uses outlined in Chapter 130 Article 6 Section 3.18.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

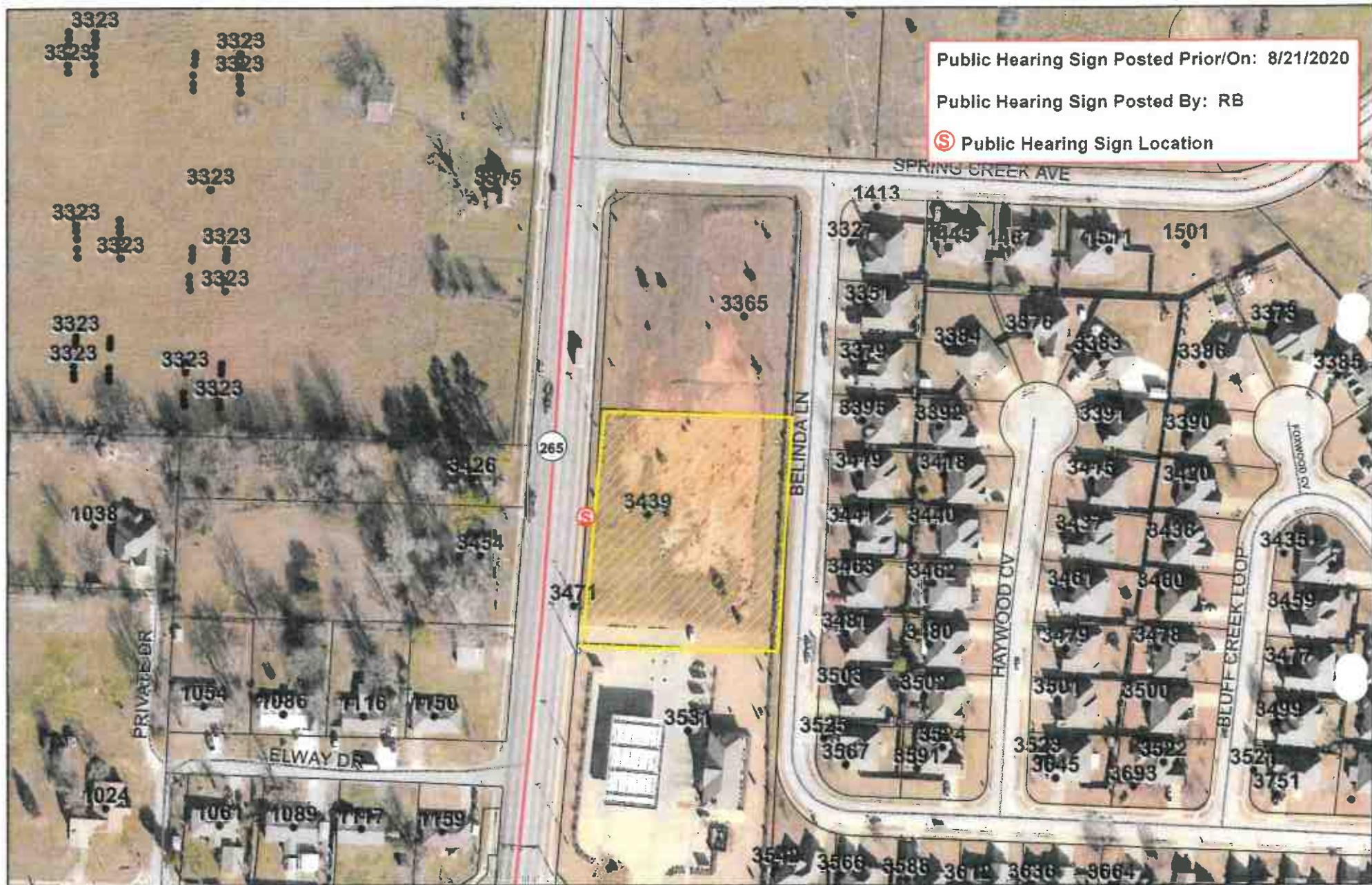
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

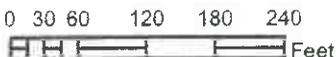
Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 8/21/2020
 Public Hearing Sign Posted By: RB
 Public Hearing Sign Location

FILE NO. C20-16
APPLICANT: Greg Brown
REQUEST: Conditional use for Use Unit 52 (Food Court)
in an C-2 zone between Casey's & Dollar General on Hwy 265

PLANNING COMMISSION MEETING
 September 1, 2020


 N

 0 30 60 120 180 240
 Feet
 For Location Reference Only

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
853 PLAZA COURT AS SET FORTH IN ORDINANCE NO.
4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 1, 2020 on a request by Brice Curry for a conditional use for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) at 853 Plaza Court; and

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and one (1) no recommends that a conditional use be granted to Brice Curry for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) at 853 Plaza Court with the following conditions – Limited to five (5) vehicles for sale at any given time.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Brice Curry for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) at 853 Plaza Court with the following conditions – Limited to five (5) vehicles for sale at any given time.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

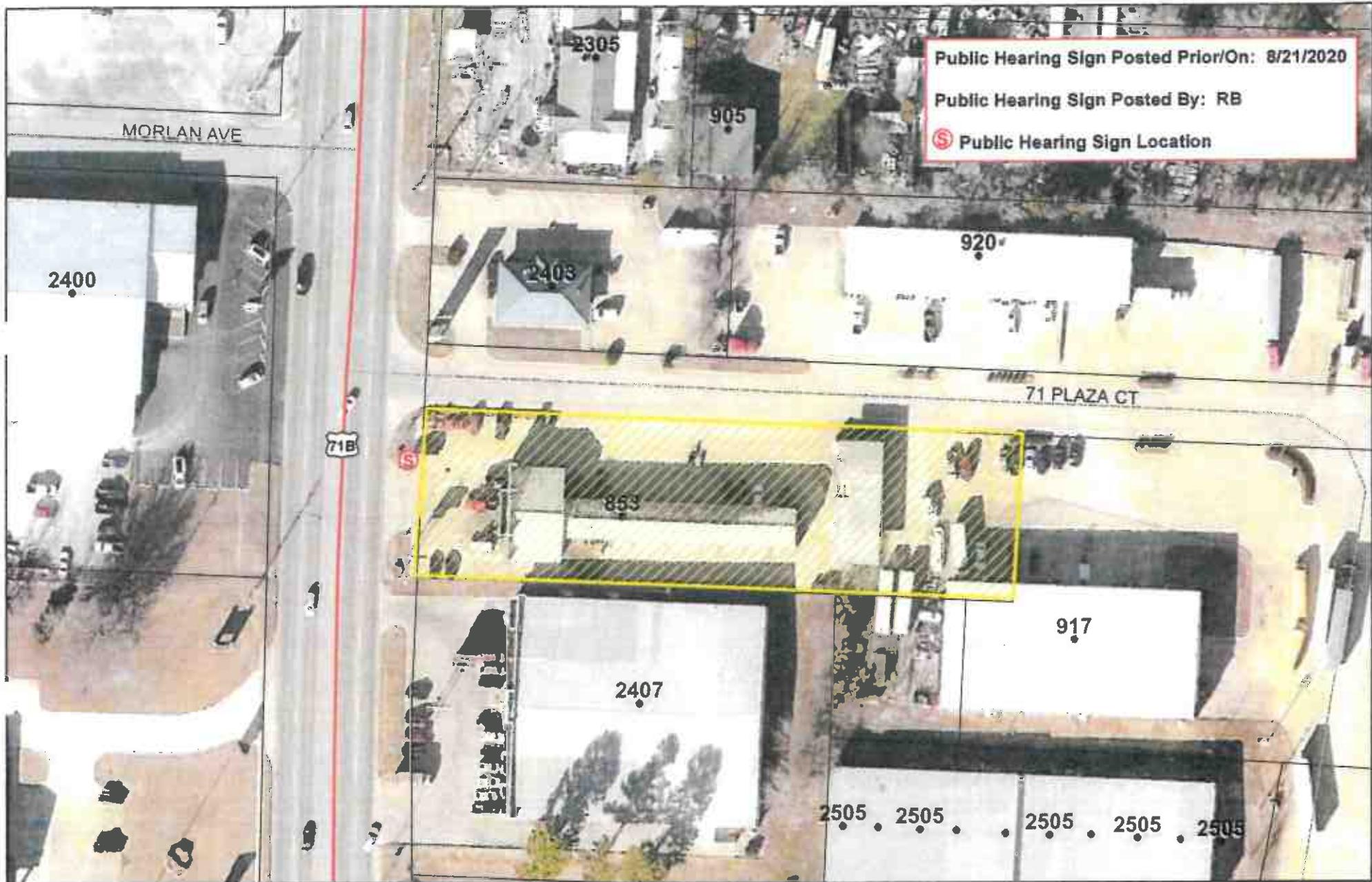
Doug Sprouse, Mayor

ATTEST:

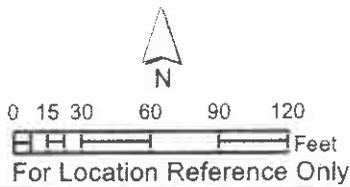
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 8/21/2020
 Public Hearing Sign Posted By: RB
 S Public Hearing Sign Location



FILE NO. C20-18
APPLICANT: Brice Curry
REQUEST: Conditional use for
Use Unit 41 (Automotive Sales) in a C-2 zone

PLANNING COMMISSION MEETING
 September 1, 2020

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
2.1 ACRES LOCATED BEHIND AND SOUTH OF 9487
EAST BROWN ROAD BENTON COUNTY PARCEL
#21-00167-007 AS SET FORTH IN ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 1, 2020 on a request by Scout Enterprises, LLC for a conditional use for a Tandem Lot Split in an Agricultural District (A-1) 2.1 acres located behind and South of 9487 East Brown Road Benton County Parcel #21-00167-007; and

WHEREAS, following the public hearing the Planning Commission by a vote of nine (9) yes and zero (0) no recommends that a conditional use be granted to Scout Enterprises, LLC for a Tandem Lot Split in an Agricultural District (A-1) with the following conditions – no conditions set.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Scout Enterprises, LLC for a Tandem Lot Split in an Agricultural District (A-1) 2.1 acres located behind and South of 9487 E. Brown Road Benton County Parcel #21-00167-007 with the following conditions – No conditions set.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

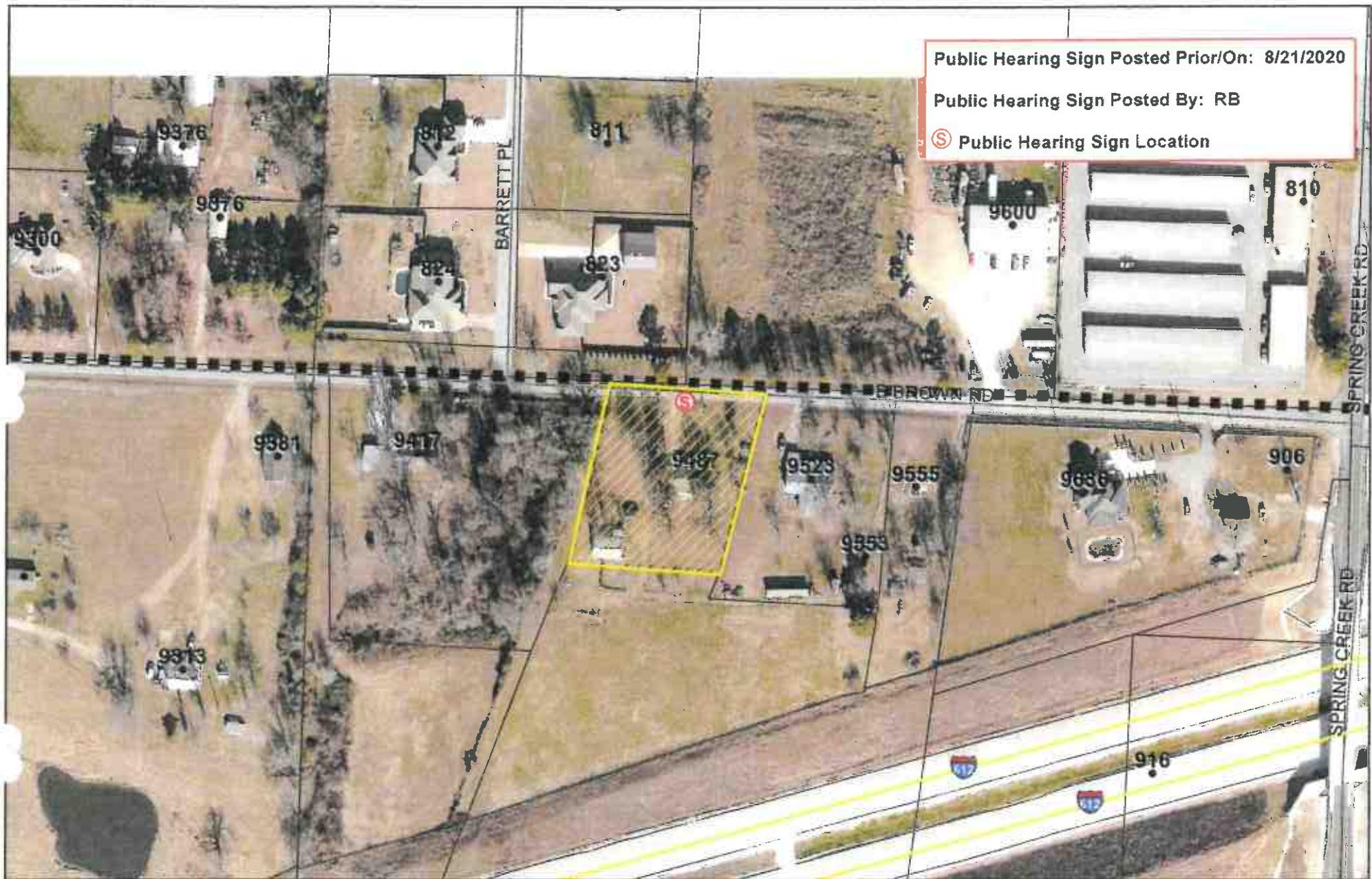
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney




N

0 30 60 120 180 240
Feet
For Location Reference Only

FILE NO. C20-19
APPLICANT: Scout Enterprises, LLC
REQUEST: Conditional use for a Tandem Lot Split in an A-1 zone

PLANNING COMMISSION MEETING
September 1, 2020

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CAMMIE SCOTT IN CONNECTION WITH C20-19 A CONDITIONAL USE FOR A TANDEM LOT SPLIT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with C20-19 a Conditional Use for a Tandem Lot Split for Cammie Scott and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to 9553 East Brown Road including drainage improvements related thereto, sidewalks in connection with C20-19, a Conditional Use for a Tandem Lot Split for Cammie Scott.

Option 2: Denies a waiver of street improvements to 9553 East Brown Road including drainage improvements related thereto, sidewalks in connection with C20-19 a Conditional Use for a Tandem Lot Split for Tammie Scott.

Option 3: Approves payment in lieu of improvements to 9553 East Brown Road in connection with a Conditional Use for a Tandem Lot Split for Cammie Scott with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to 9553 East Brown road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with C20-19 a Conditional Use for a Tandem Lot Split for Cammie Scott.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

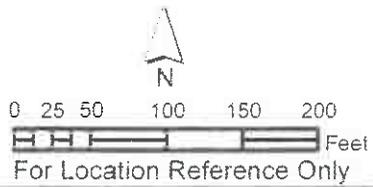
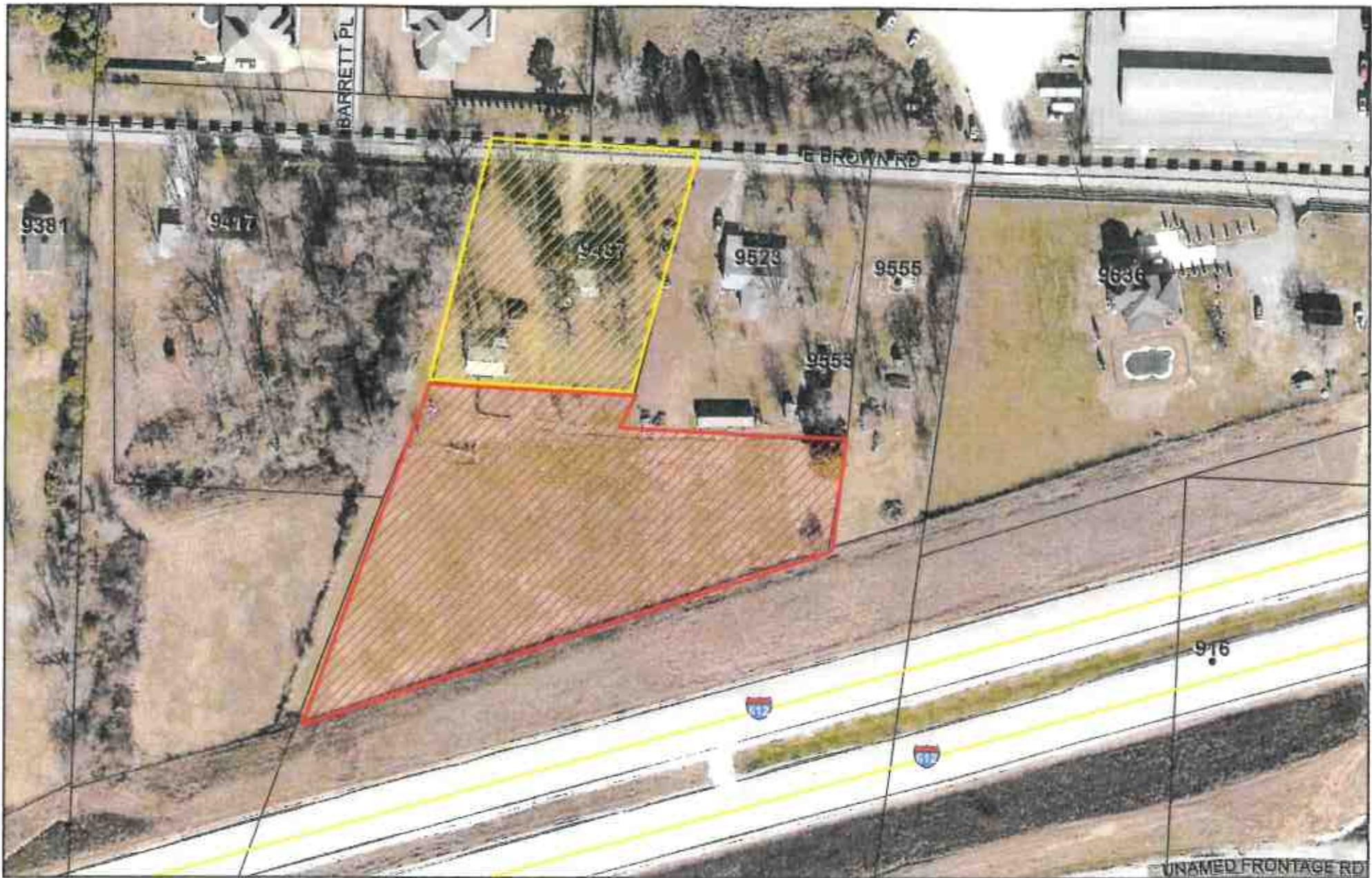
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. W20-13
APPLICANT: Cammie Scott
REQUEST: Waiver of sidewalk requirements
at 8915 E. Brown Rd

PLANNING COMMISSION MEETING
September 1, 2020

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CAMMIE SCOTT IN CONNECTION WITH 8915 E. BROWN ROAD, A SINGLE FAMILY DWELLING

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 8915 East Brown a single family dwelling for Cammie Scott and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to East Brown Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 8915 E. Brown, a single family dwelling for Cammie Scott.

Option 2: Denies a waiver of street improvements to East Brown Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 8915 East Brown Road, a single family dwelling for Cammie Scott.

Option 3: Approves payment in lieu of improvements to East Brown Road Avenues in connection with 8915 East Brown Road, a single family dwelling for Cammie Scott with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to East Brown Road including drainage improvements related thereto, sidewalks to be built in connection with 8915 East Brown Road, a single family dwelling for Cammie Scott.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

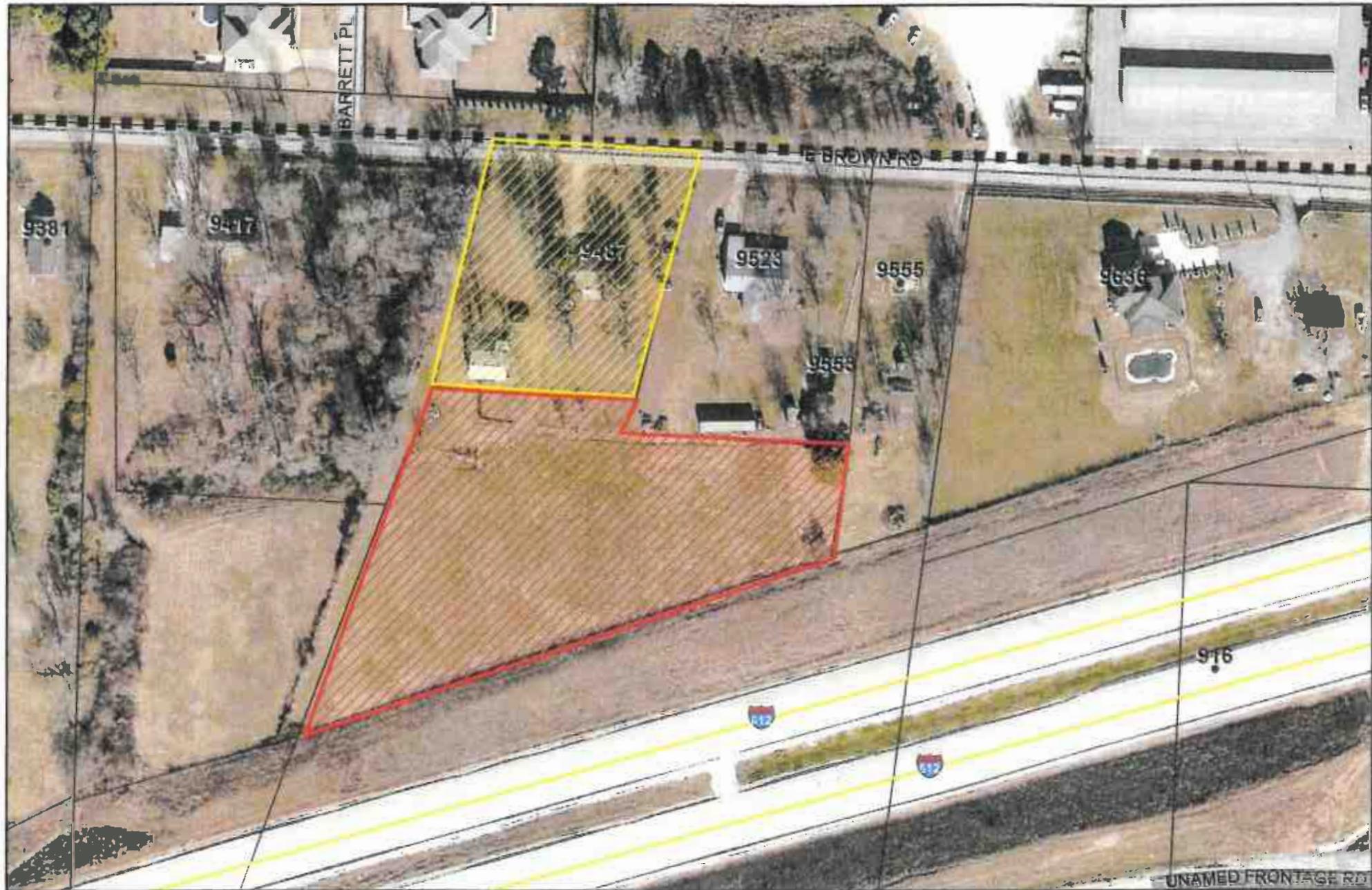
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



0 25 50 100 150 200
Feet
For Location Reference Only

FILE NO. W20-12
APPLICANT: Cammie Scott
REQUEST: Waiver of sidewalk requirements
at 9553 E. Brown Rd

PLANNING COMMISSION MEETING
September 1 2020

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO PAINT INNOVATORS IN CONNECTION WITH L20-27, A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L20-27 a Large Scale Development for Paint Innovators and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to 40th Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L20-27, a Large Scale Development for Paint Innovators.

Option 2: Denies a waiver of street improvements to 40th Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L20-27, a Large Scale Development for Paint Innovators.

Option 3: Approves payment in lieu of improvements to 40th Street in connection with L20-27, a Large Scale Development for Paint Innovators with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to 40th Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with L20-27, a large Scale Development for Paint Innovators.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

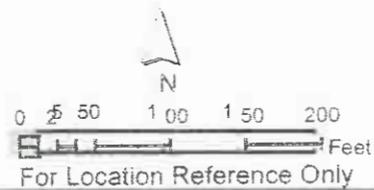
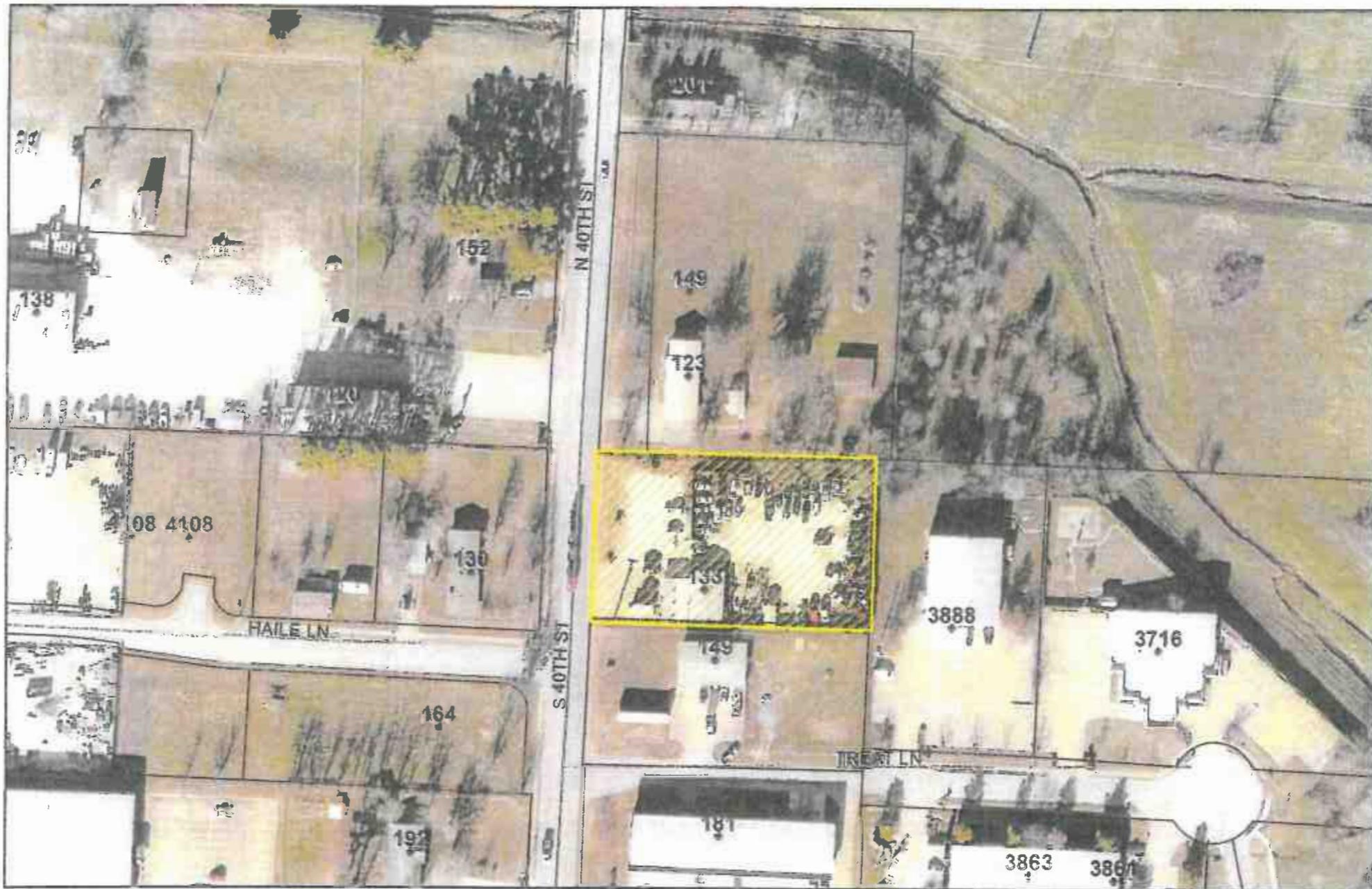
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. W20 -14
APPLICANT: Paint Innovators
RE QUEST: Waiver of street requirements

PLANNING COMMISSION MEETING
 September 1, 2020

RESOLUTION NO: _____

**A RESOLUTION ADOPTING AND APPROVING THE 2020
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 2020 Program Year Action Plan was developed, a copy of which is attached and made a part of the resolution; and

WHEREAS, a final public hearing was held before the City Council on January 14, 2020

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

1. That the 2020 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 August 31, 2020.
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 31st day of August, 2020

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ANNUAL ACTION PLAN
FY 2020**

TOTAL FUNDING ANTICIPATED: \$813,098

PUBLIC SERVICES: \$90,800 (11% of Program Income)

In order to meet deadlines for submission of the Annual Action Plan, applications for public services provided by non-profit organizations are requested during the first quarter of the next fiscal year. (Applications for the 2020 fiscal year were submitted in January) Listed below are the non-profit organizations being recommended for funding for FY 2020.

A total of 6 applications were received and the following non-profit organizations are recommended for funding in the 2020 Program year.

- Bread of Life- \$24,000
- St. Francis House dba Community Clinic- \$12,000
- Scholastic Mission- \$15,000
- Returning Home- \$10,560
- Compassion House- \$19,240
- CASA- \$10,000

ADMINISTRATION: \$75,000

HOUSING REHABILITATION PROGRAM: \$647,298

The remainder of funding will be used for the Housing Rehabilitation Program to continue in the same form as it has for many years. Applications for owner occupied housing rehabilitation will be received throughout the year. Complete application with qualifying income verifications will be processed and a waiting list established for scheduling of work throughout the year.

With the council accepting the proposed funding levels and activities above, the Annual Action Plan can be finalized and the 30 day public comment period can begin. Following that comment period the Action Plan along with any comments received, will be submitted to the Council for review and authorization to submit the necessary documents to HUD. September 22, 2020 will be the public notice for the 2020 Action Plan.

Anticipated CDBG fund balance, as of 8/26/20: \$317,585.61

- Six houses under contract as of 8/26/20
- Anticipated completion a of 30 houses with 2019 fiscal year funding –Average cost of a rehabilitation is: - \$23,770.63
- Six houses that are 1978 and older on waiting list

I am also pleased to say that we have the COVID-19 funding of \$4,318. The funds will be distributed on Friday, September 4, 2020 to all of the Non-profits or whenever possible to get the funding out to the community.

City Council

- Brought up on February 25, 2020
- Brought up again on August 31, 2020 to reassure
- Will be voted on September 22, 2020

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN ARCHITECT CONTRACT
FOR RENOVATION OF FIRE DEPARTMENT
STATION NUMBER 4**

WHEREAS, Arkansas Statute 22-9-101 provides for the employment of an architect for public improvement projects, and

WHEREAS, Crafton Tull has been recommended by the Mayor to serve as architect for the design of the renovation of Fire Department Station No. 4, and

WHEREAS, Crafton Tull has agreed to furnish architectural services for a fee of \$7,800.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a contract with Crafton Tull for architectural services to be provided relating to the remodeling of Fire Department Station No. 4.

PASSED AND APPROVED this 22nd day of September, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



August 4, 2020

Jim Vaughan
Assistant Chief
417 Holcomb Street
Springdale, AR 72764

RE: PROPOSAL FOR RENOVATIONS TO FIRE STATION #4

Dear Chief Vaughan,

Thank you for the opportunity to submit a fee proposal for renovations to Springdale Fire Station #4. We understand the project to be a renovation of portions of the station to add restroom/ shower areas, relocate the existing fitness center out of the Apparatus Bay, and possibly enclose the existing carport area.

Based upon our site visit, conversations, and previously presented floor plan (attached) we would propose a fee of **\$7,800.00** for both Architectural and Mechanical, Electrical, & Plumbing design and documentation. Fee for the Bidding & Negotiation and Construction Administration phases would be performed on an hourly basis if needed. Reimbursable Expenses would include printing, travel, postage and governing body review fees. Hourly rates for additional services are shown in the attached Exhibit B. Should you find this proposal acceptable, we will proceed with an AIA Contract for the aforementioned fee.

Please note that this fee reflects the current proposed design and/ or a similar version of it. Should there be drastic changes in design solution (i.e. a building addition) then it is possible that we will need to re-evaluate our fee for professional services. This proposal also does not include fees for Civil Engineering design/ documentation services as no site modifications are being proposed.

We realize that these upgrades are essential to the continued operation of Station #4, and are thankful for your consideration of Crafton Tull to provide design services for such an important matter. Please feel free to contact me if you have any questions concerning our fee, would like further explanation or clarification.

Sincerely,

Wes Burgess, AIA, LEED AP®
Director of Architecture

Encl.



Exhibit "A"
Architectural Scope of Basic Services For:

| | |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Project: | Springdale Fire Station #4 Renovation |
| Client: | City of Springdale, Arkansas |
| Location of Project: | 3420 Elm Springs Road, Springdale AR 72762 |
| Discipline: | Architecture |
| Project Manager: | Wes Burgess, AIA |
| Project Architect: | Ashley Mauldin, AIA |
| Proposal Date: | August 4 th , 2020 |
| Billing Type: | Lump Sum plus Hourly for Construction Administration |
| Fee/Estimate: | \$7,800 |
| Description of the Construction Project: | Design and documentation for moderate remodeling of Fire Station #4, including the addition of restrooms and enclosure of existing carport. |

Design Phase:

- Review Owner’s projected program and concepts to establish project requirements and goals.
- Provide preliminary evaluation of Owner’ program, schedule, and construction budget.
- Review with Owner alternative approaches to design and construction of the project.
- Based on the mutually agreed upon program, schedule, and construction budget requirements, the Architect shall prepare for the Owner’s approval Design Documents as indicated below:
 - Demolition Plan
 - Floor Plan
 - Reflected Ceiling Plan
 - Interior Elevations
 - Finish Schedule
 - MEP Narrative

Construction Documents Phase:

- Based on the approved Design Documents and any further adjustments in scope, quality, schedule or construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- Assist the Owner in preparation of necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between the Owner and the Contractor.
- Assist the Owner with the filing of required documents for approval of the authorities having jurisdiction over the project.



Bidding & Negotiating Phase: NOT INCLUDED IN PROPOSAL. CAN BE PROVIDED ON HOURLY BASIS.

- Assist the owner in obtaining bids or negotiated proposals and award of contracts.
- Respond to contractor's request for information regarding clarification of the contract documents.
- Review substitution requests for products specified on project.
- Prepare addendum and supplemental drawings as needed.

Construction Administration Phase: NOT INCLUDED IN PROPOSAL. CAN BE PROVIDED ON HOURLY BASIS.

- Provide administration of the Contract for Construction as set forth in the Owner Architect Agreement, and the General Conditions of the Contract for Construction.
- Provide a project representative to advise and consult with the Owner during the administration of the Contract for Construction.
- Provide for approval of shop drawings and submittals from the contractor.
- Attend regular site visits and weekly jobs meeting for the purpose of monitoring construction progress and general conformance with the Contract documents, and report to the Owner any deviations from the Contract Documents.
- Conduct final inspection and review contractor's punch list for completion of project.

Additional Services:

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on time and material basis and billed to the Owner per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the Owner.
- These services shall not be provided without prior written approval by the owner.

Supplemental Services:

These services are not included in the Architect's Basic Scope of Services, and may be provided at the request of the Owner for additional fee. These services shall include, but are not limited to the following items:

- Condition Assessment of existing facilities (unless included as part of programming scope of services)
- Feasibility studies, detailed construction cost estimates.
- Assistance with project marketing materials. i.e. graphics package(s) for fundraising / bond issue programs.

Owner's Responsibilities:

The Owner shall be responsible for providing the following information:

- Current geotechnical investigation / soils report with at least one boring located within the limits of the building footprint, including building pad preparation and foundation requirements. (Not applicable if remodeling within the footprint of the existing structure).
- Copy of deed restrictions and /or any special design requirements that may be for incorporation into the project documents.
- Any other special requirements not typically provided by the Architect's scope which are necessary to complete the design of the project.
- Archaeological Survey
- Independent testing of building systems as required by locally adopted Codes



Excluded Items:

The following items are excluded from this proposal but may be provided at the request of the Owner for additional fee to be addressed by separate agreement

- Design and documentation of or owner provided or special systems to include the following
 - Telephone and data system
 - Security and surveillance systems
 - Audio and video systems
 - Manufacturing equipment
 - Communications and/or radio systems

- Any required environmental permitting associated with the site is assumed to have been evaluated prior to the beginning of design through appropriate due diligence by the owner or contractor and is not required for the project site including:
 - Environmental Assessment and remediation

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

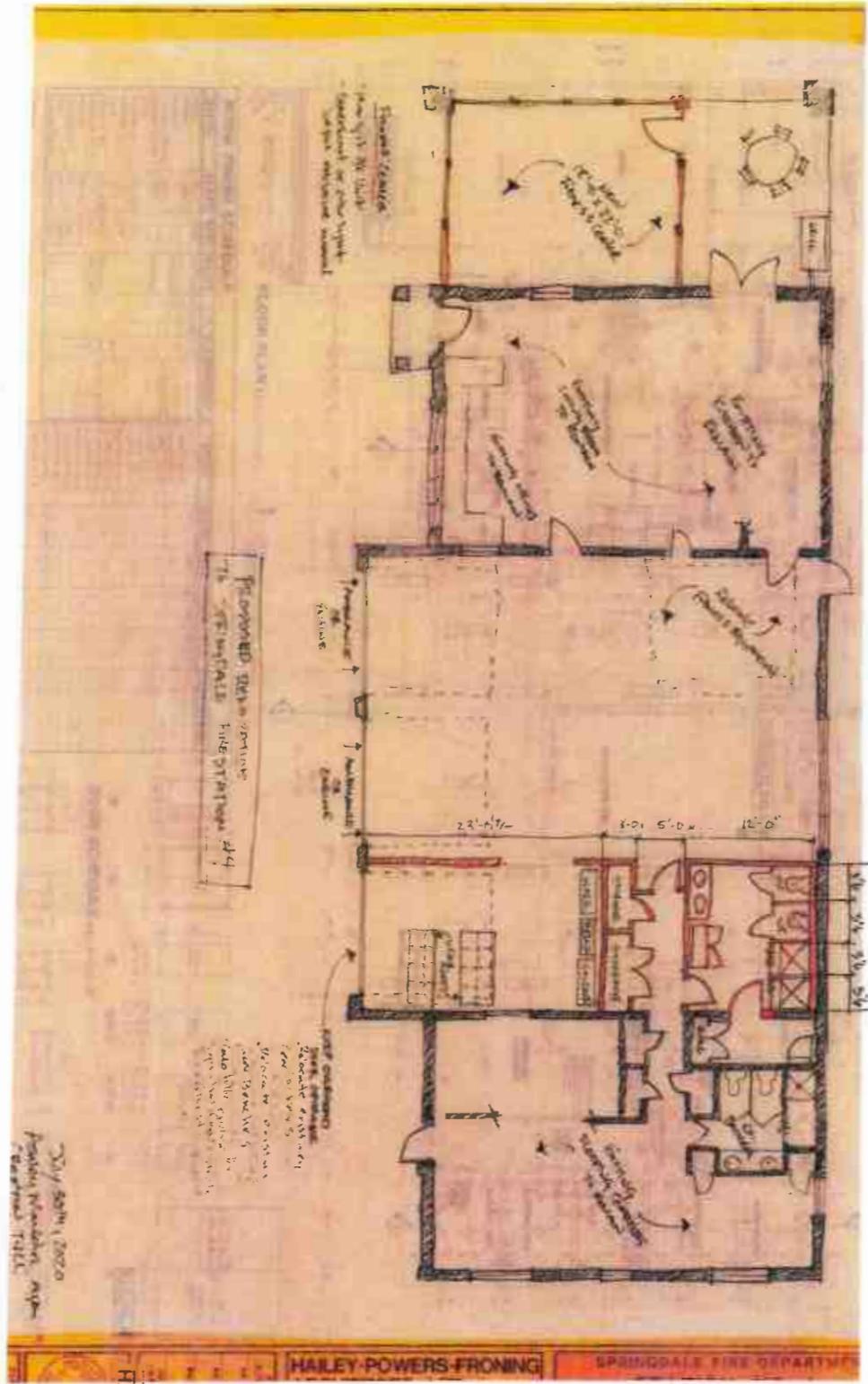


Exhibit "B"

Standard Hourly Rate Schedule
Effective January 1, 2020

| Category | Hourly Rate |
|---------------------------------|-------------|
| ARCHITECTURE | |
| VICE PRESIDENT OF ARCHITECTURE | \$ 175 |
| DIRECTOR OF ARCHITECTURE | \$ 160 |
| SR. PROJECT MANAGER | \$ 140 |
| PROJECT MANAGER | \$ 130 |
| SR. PROJECT ARCHITECT | \$ 115 |
| PROJECT ARCHITECT | \$ 110 |
| INTERN ARCHITECT III | \$ 100 |
| INTERN ARCHITECT II | \$ 90 |
| INTERN ARCHITECT I | \$ 80 |
| SR. DESIGNER | \$ 120 |
| DESIGNER III | \$ 105 |
| DESIGNER II | \$ 85 |
| DESIGNER I | \$ 75 |
| BIM COORDINATOR III | \$ 70 |
| BIM COORDINATOR II | \$ 55 |
| BIM COORDINATOR I | \$ 40 |
| LANDSCAPE ARCHITECTURE | |
| SR. LANDSCAPE ARCHITECT | \$ 135 |
| PROJECT LANDSCAPE ARCHITECT | \$ 95 |
| LANDSCAPE ARCHITECTURE DESIGNER | \$ 80 |
| LANDSCAPE ARCHITECT INTERN | \$ 80 |
| PLANNING | |
| PLANNING MANAGER | \$ 150 |
| SR. PLANNER | \$ 140 |
| PLANNER II | \$ 90 |
| PLANNER I | \$ 75 |

| Category | Hourly Rate |
|--------------------------------------------------------|----------------|
| ADMINISTRATIVE | |
| ADMINISTRATIVE PRINCIPAL | \$ 185 |
| ADMINISTRATIVE MANAGER | \$ 125 |
| ADMINISTRATIVE IV | \$ 85 |
| ADMINISTRATIVE III | \$ 70 |
| ADMINISTRATIVE II | \$ 50 |
| ADMINISTRATIVE I | \$ 35 |
| REIMBURSABLE EXPENSES | |
| Job Related Mileage | \$0.56/Mile |
| Airfare and other travel related expenses | At Cost |
| Black and white 8.5"x11" Copies | \$0.15/sheet |
| Color 8.5"x11" Copies | \$1.50/sheet |
| Photo Paper Color Plan Sheet Copies | \$0.75/sq. ft. |
| Reproducible Plan Copies (Vellum) | \$1.50/sq. ft. |
| Reproducible Plan Copies (Bond) | \$0.35/sq. ft. |
| All rates are subject to change without notice. | |



August 18, 2020

Assistant Chief Jim Vaughan
Springdale Fire Department
417 Holcomb Street
Springdale, AR 72764

RE: ASSESSMENT OF SPRINGDALE FIRE STATION #4

Dear Chief Vaughan,

Per your request, we have put together a facility assessment for Springdale Fire Station #4, which is located at 3420 Elm Springs Road. Originally built in 1982, this station has remained mostly the same minus a few cosmetic upgrades. It is our understanding that Station #4 is one of the busiest stations in the City, and its location is ideal for critical response times. In its current state, the single story, brick structure is approximately 4,000 s.f and includes three apparatus bays, common spaces, kitchen, office area, sleeping quarters and support spaces. There is also a 750 s.f. covered carport, which is rarely used. At this time, one fire engine, one ambulance, and five fulltime staff are assigned to Station #4.

Based on our initial observations we believe that this facility is structurally sound, and poses no threat in terms of building safety. However, the practicality of the building layout and overall function for daily use is inadequate when compared to modern fire station design. The list below outlines some of the issues we found when visiting Fire Station #4:

- Lack of showers/ Restroom Space Based on the Number of Occupants
 1. Currently there is only one shower, which is grossly inadequate for firefighters who are expected to shower after the majority of calls (particularly in the time of Covid 19).
 2. The one existing shower is very small and awkward.
 3. The shower and toilets are located in the same room, which poses some concern as both men and women are employed by the Springdale Fire Department.
- Size of Apparatus Bays and Overhead Doors
 1. The overall size of fire apparatus have increased greatly since 1982, leaving older stations, such as this one, struggling to accommodate costly trucks, ambulances and other rescue vehicles.
 2. Station #4 bay doors are 12'-0" x 12'-0", while the current industry standard is at least 14'-0" x 14'-0", greatly increasing the risk of accidents and/ or damage to both the building and fire apparatus.
- Lack of ADA Accessibility
 1. None of the toilets or the shower are ADA Compliant. This includes the toilet in the common areas, which would be utilized by guests.
- Lack of Transition Zones
 1. Currently, all turnout gear lockers are located in the apparatus bay. Studies have proven that exhaust from apparatus (though somewhat vented out through a dedicated system) can leave carcinogens on surrounding objects, including bunker gear.

2. The fitness/ workout area is also located in the apparatus bay, which again poses health issues concerning vehicular exhaust.
 3. Residents must enter sleeping quarters to access the shower, which is full of “soft surfaces”, which easily retain germs, smells, and other harmful microorganisms.
- Lack of Privacy
 1. Several of the bedrooms are only semi-enclosed.
 2. Visitors must enter through the office area, which could possibly compromise any sensitive information or documents.
 3. All occupants share toilets/ the shower in one room.
 - Site Circulation & Building Security
 1. The apparatus bays are accessible only by backing vehicles in from the street. This can be hazardous given the amount of traffic on Elm Springs Road.

Overall, we feel Station #4 could continue to serve the community in its current state, but will require a moderate amount of renovation simply to meet the basic standards of a public safety facility. Should the City choose to remodel this building, we recommend that the addition of bathrooms and showers be the highest priority. Any renovations should be viewed as a temporary solution until a new station can be built which would address all of the aforementioned items, providing a safe livable environment for those who are onsite for days at a time.

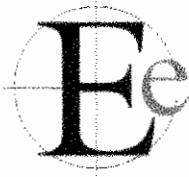
We know that continued health and safety of your Springdale Fire Fighters is of the utmost importance, and we are honored to assist the City as needed to make Station #4 a functional, safe place for those who protect us daily.

Please let me know if you have any additional questions/ concerns.

Sincerely,



Ashley Mauldin, AIA
Project Architect



Engineering Elements, PLLC

2458 East Joyce Blvd., Suite 1 Fayetteville, Arkansas 72703
Phone (479) 695-1333

August 11, 2020

Ashley Mauldin
Crafton, Tull & Associates
1450 East Zion Road, Suite 9
Fayetteville, AR 72703

**RE: Assessment for Springdale Fire Station #4
Springdale, Arkansas**

Ms. Mauldin,

I have reviewed the original 1982 design drawings for Springdale Fire Station #4 in order to offer an assessment of mechanical, electrical and plumbing (MEP) systems installed at the station. I have not visited the site to determine the age and/or present working condition of the existing MEP systems. I am available to visit the site to inspect these systems if that should become necessary.

MECHANICAL

Air conditioning is provided in the western living and dispatch area as well as the eastern sleeping and shower area. Both of these areas are served by two ton air handling units. I would recommend increasing the size of these units to three-ton capacity if they have not already been upgraded. The increased size will accommodate new outside air requirements not mandatory in 1982.

I do not see exhaust systems specified in the restrooms on the original documents. These were not required at the time of construction but would be required as part of any new remodel. New exhaust fans will also necessitate increased outdoor makeup air being introduced. This was noted in previous paragraph related to increasing air conditioning capacity.

PLUMBING

Concern from my initial observation is due to the lack of gender specific restrooms. I'm not sure if this is a fire department concern but may be a code issue regarding any remodel work.

I am unable to comment on the working condition of the existing plumbing fixtures, faucets and flush valves without visiting the site. I did notice that the floor plan does not include ADA compliant water closets and lavatories. This most likely affects the public restroom if one is available to the public.

The domestic water and fire sprinkler services to this station are combined on a single 6" water line. This is definitely not allowed under current code and NFPA requirements for new buildings. It should not be an issue as far as function of either system. However, Springdale Water Utilites may require the domestic water be placed on a separate tap if major remodel work occurs.

ELECTRICAL

This station has a 240 volt, single phase electrical service. The service capacity appears to be 200 amps but is not explicitly stated in the original design drawings. The building contains a main distribution panel and a 100 amp sub-panel. Original design drawings indicate there are twelve panel spaces available for future power. This service should be adequate for any remodel that occurs.

The light fixtures are not specified in the design documents. They appear to be a combination of fixtures using strip fluorescent lamps as well as incandescent lamps. An upgrade of lighting fixtures, if not already performed, would be a simple and cost effective way to improve light levels and decrease energy consumption.

CONCLUSION

I do not see any major deficiencies or problems with the existing almost 40 year-old station layout that require immediate attention. Systems like restroom exhaust or lighting types can be added or improved during a general building remodel. Plumbing fixtures can be replaced easily and ADA type fixtures can be added with minimal slab cutting.

If you have any questions or want to discuss any specific MEP system please give me a call.

Shane Lanning, P.E.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR THE DESIGN AND
DEVELOPMENT OF AN AMBULANCE
SUPPLEMENTAL PAYMENT PROGRAM AND FOR
OTHER PURPOSES**

WHEREAS, the Springdale Fire Department provides emergency medical transportation and

WHEREAS, it is anticipated that the Springdale Fire Department will receive additional revenue from the development of this program.

WHEREAS, the Public Consulting Group would receive a fee equal to 15% of the additional revenue., and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a contract for services with Public Consulting Group for services to be provided relating to billing for ambulance service.

PASSED AND APPROVED this 22nd day of September, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Solutions that Matter

Springdale Fire Department
ASPP Fee Reporting Services

CONTRACTOR AGREEMENT

This Agreement (“Agreement”) is entered into by and between Springdale Fire Department (“PROVIDER”) and Public Consulting Group, Inc. (“PCG” or “CONTRACTOR”) as of **September __, 2020** (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (“CMS”) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, CONTRACTOR possesses professional skills that can assist PROVIDER in developing such payment methodologies and analyzing and reporting costs to secure “supplemental payments” under an Ambulance Supplemental Payment Program (“ASPP”), and

WHEREAS, PROVIDER wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PROVIDER and CONTRACTOR hereby agree as follows:

1. Description of Services

CONTRACTOR will provide the professional services assigned by PROVIDER and more fully described in Attachment A (the “Contracted Services”). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. Term

CONTRACTOR will commence performance for Contracted Services under this Agreement on **September __, 2020** and will complete performance until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B. Unless otherwise specified by PROVIDER in writing, CONTRACTOR will provide the Contracted Services for the full duration of this Agreement. CONTRACTOR and PROVIDER acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

3. Compensation

a. PROVIDER will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.



Solutions that Matter

Springdale Fire Department
A377 Data Reporting Services

- b. PROVIDER will compensate CONTRACTOR within thirty (30) days following the receipt of billing statements from CONTRACTOR that comport with the terms of this Agreement, and specifically paragraph three (3) of Attachment B CONTRACTOR shall submit billing statements directly to the PROVIDER Contact Person identified in Section 5.
- c. Upon termination or expiration of this Agreement, other than termination for cause, CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. Termination

This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.

5. Notices and Contact Persons

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

For PROVIDER:
Michael Irwin
Fire Chief
417 Holcomb Street
Springdale, AR 72764
mirwin@springdalear.gov

For CONTRACTOR:
James Dachos
Associate Manager
999 18th St. #1425
Denver, CO 80202
jdachos@pcgus.com

6. CONTRACTOR Representation

CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify PROVIDER regarding the circumstances if this representation becomes no longer accurate during the term of this Agreement.

7. Standards of Conduct

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this Agreement. In addition, each party agrees and shall comply with the terms and conditions of the Business Associate Agreement attached as Attachment C, which is incorporated into and made a part of this Agreement.

8. Relationship of the Parties

- a. The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of PROVIDER.

- b. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by PROVIDER to its employees.
- c. Except as may be otherwise provided in this Agreement, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to PROVIDER employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for PROVIDER or otherwise incur any obligation on behalf of PROVIDER for any purpose unless expressly authorized by PROVIDER.

9. Record Maintenance

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

10. Insurance

- a. CONTRACTOR shall maintain during the term of this agreement Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering CONTRACTOR against all sums which CONTRACTOR may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement. CONTRACTOR agrees to provide PROVIDER with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter. CONTRACTOR shall provide prompt notice to PROVIDER in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.
- b. Each party agrees to indemnify the other party and its officers, employees, and other agents from any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

11. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

12. Proprietary or Confidential Information

For purposes of fulfilling its obligations under this Agreement, one party (“Disclosing Party”) may convey to the other party (“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

- a. “Proprietary or Confidential Information” is defined as information – including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, processes, strategies, procedures, plans, know-how, ideas, inventions, and intellectual property – that (i) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; (ii) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, and (iii) has not previously been available to the Receiving Party or others without confidentiality restrictions. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source, who is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- b. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- c. The Receiving Party shall use Proprietary or Confidential Information solely for purposes of the Contracted Services, and for no other purpose, and shall disclose Proprietary or Confidential Information only to such officers and employees of the Receiving Party with a need to know such Proprietary or Confidential Information for purposes of those Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.
- d. If the Receiving Party is requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Confidential Information; (1) provide the Disclosing Party with written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, within two (2) business days of receiving it; (2) promptly consult with the Disclosing Party on taking steps to resist or narrow the request; (3) cooperate and assist the Disclosing Party with its efforts to obtain an order or otherwise limit or restrict the disclosure of its Confidential Information that is

subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of Confidential Information is still required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

- e. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- f. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
- g. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- h. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.

13. Intellectual Property

Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. CONTRACTOR guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

14. Conflicts of Interest

The parties understand that CONTRACTOR is not required to perform the Contracted Services on a full-time basis for PROVIDER and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

15. Waiver

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

16. Entire Agreement

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements



and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

17. Amendment

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. Severability

If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

19. Applicable Law and Venue

The parties agree that this Agreement is governed by the laws of the State of Arkansas. The parties also consent to jurisdiction in the courts of the State of Arkansas and agree that such courts shall have exclusive jurisdiction over the enforcement of this Agreement. Further, the parties acknowledge that the PROVIDER of Springdale, AR is a place where performance of certain terms of this Agreement shall occur. Therefore, the parties agree that venue for any court action or proceeding arising out or relating to this Agreement shall be in the State's courts located in the PROVIDER of Springdale, AR.

20. Miscellaneous

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS Agreement, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN ADDITION, THE TOTAL AGGREGATE LIABILITY OF PCG, ITS AFFILIATES, AND ALL OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID OR PAYABLE BY PROVIDER TO PCG UNDER THIS AGREEMENT.
- c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.



Solutions that Matter

Springdale Fire Department
ASPP Cost Reporting Services

- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any provisions hereof.
- f. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so. This Agreement may be executed in counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PUBLIC CONSULTING GROUP, INC.

SPRINGDALE FIRE DEPARTMENT

BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____



Solutions that Matter

*Springdale Fire Department
ASPP Cost Reporting Services*

**ATTACHMENT A
CONTRACTED SERVICES
Ambulance Supplemental Payment Program (ASPP)**

- A. Springdale Fire Department provides ambulance and medical services which may qualify for an approved Ambulance Supplemental Payment Program for Medicaid. PROVIDER must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONTRACTOR shall comply.
- B. PROVIDER provides emergency medical transports to Medicaid patients each year and the CONTRACTOR shall complete the required paperwork for PROVIDER to participate in the ASPP Program.
- C. The ASPP Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. CONTRACTOR shall evaluate Medicaid supplemental payment program options, such as participation in a cost based versus average commercial rate methodology funded by a provider assessment.
- E. CONTRACTOR shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- F. CONTRACTOR will provide all documentation needed by the Arkansas Department of Human Services (DHS) to facilitate the establishment of the ASPP.
- G. CONTRACTOR will support PROVIDER and the Arkansas DHS to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- H. CONTRACTOR shall be familiar with the ASPP in the State of Arkansas and all the rules, regulations and requirements associated with the Program.
- I. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to DHS within the time frame prescribed by DHS.
- J. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in DHS Statutes.

-
- K. CONTRACTOR shall have knowledge and experience in the completion of all Schedules as required by the Program.
 - L. PROVIDER will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules.
 - M. CONTRACTOR shall be able to accept from PROVIDER, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
 - N. If the completed cost report is rejected by DHS, CONTRACTOR shall work with PROVIDER to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
 - O. CONTRACTOR shall keep PROVIDER informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
 - P. CONTRACTOR shall support PROVIDER in establishing the legal and operational ground to participate in the ASPP program.
 - Q. CONTRACTOR shall draft supporting documentation and flow processes for presentation to PROVIDER and assist with messaging and review presentations for governmental relationship staff as needed.
 - R. CONTRACTOR shall monitor claims and cash flows of ASPP program to ensure PROVIDER receives appropriate benefit from the program and has met documentation needs.
 - S. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by PROVIDER under the ASPP Program.
 - T. If, as a result of an audit by DHS, a refund is required by PROVIDER, CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.
 - U. CONTRACTOR and PROVIDER can add additional related consulting services through an amendment to this contract, such as Medicare cost reporting, EMS system assessments, or cost allocation services.

**ATTACHMENT B
COMPENSATION and TERM**

CONTRACTOR has outlined a contingency fee structure associated with reimbursements received from the ASPP program as described in Attachment A. This Agreement will be in effect for Medicaid cost reporting periods through the end of State Fiscal Year 2024, provided that upon written notice by PROVIDER on or before June 1, 2024, this Agreement will be extended through the Medicaid cost reporting period for State Fiscal Year 2025.

CONTRACTOR shall be paid compensation for all Contracted Services. Total compensation for this Agreement shall be on a contingency fee of **Fifteen Percent (15%)** based on federal share portion of payments received by the PROVIDER under the ASPP program. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit. The PROVIDER agrees to pay CONTRACTOR, as compensation for its Contracted Services.

The table below displays the rates and anticipated payment dates for each reporting period.

| Reporting Period (State Fiscal Year) | Eligible Period | Anticipated Date for CLIENT to Receive Final Reconciliation Payment from DHS | Contingency Rate |
|--------------------------------------|----------------------|------------------------------------------------------------------------------|------------------|
| SFY 2021 | 1/1/2021 - 6/30/2021 | 4/30/2022 | 15% |
| SFY 2022 | 7/1/2021 - 6/30/2022 | 4/30/2023 | 15% |
| SFY 2023 | 7/1/2022 - 6/30/2023 | 4/30/2024 | 15% |
| SFY 2024 | 7/1/2023 - 6/30/2024 | 4/30/2025 | 15% |
| SFY 2025 (Optional) | 7/1/2024 - 6/30/2025 | 4/30/2026 | 15% |

All reimbursements due to PROVIDER from the ASPP shall be paid in full directly to PROVIDER from the State of Arkansas ("payer"). After payment is received in full from the payer, in consideration of the professional services to be performed by PCG under the terms of this Agreement, PROVIDER shall pay PCG, for services actually performed, the above-referenced fee.

These Compensation terms and conditions shall survive the expiration and/or termination of this Agreement until such time as all PCG Fees have been paid and received in full by PCG for all services rendered.

**ATTACHMENT C
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is entered by and between PROVIDER (“Covered Entity”) and PCG (“Business Associate”) (collectively the “Parties”). This BAA will remain in effect for the Term of the Agreement.

WHEREAS, the Health Insurance Portability and Accountability Act (Public Law 104-191) and its implementing regulations in effect or as amended (45 CFR Parts 160, 162, and 164) (collectively, “HIPAA” or “HIPAA Rules”) establish specific requirements relating to the security and confidentiality of certain individually identifiable health information (“Protected Health Information,” or “PHI”); and

WHEREAS, Covered Entity and Business Associate may have entered one or more business agreements (“Agreements”) for which Covered Entity may disclose to Business Associate certain PHI that is subject to protection under HIPAA; and

WHEREAS, HIPAA requires Covered Entity to obtain satisfactory assurances from Business Associate that Business Associate will appropriately safeguard the PHI that it receives from Covered Entity in the course of providing services to or on behalf of Covered Entity, including assurances that Business Associate will obtain similar assurances from other entities to which it discloses the PHI; and

WHEREAS, the HIPAA Rules, as most recently amended by the Omnibus Rule,¹ require entities hired by business associates to be responsible and accountable for compliance with applicable privacy, security and breach requirements; and

WHEREAS, both the Omnibus Rule and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), enacted as Title XIII of the American Recovery and Reinvestment Act (“ARRA”) (Public Law 111-05), amend and extend certain provisions of HIPAA, and directly affect business associates and entities hired by business associates; and

WHEREAS, pursuant to HIPAA, Covered Entity wishes to obtain assurances that Business Associate will appropriately safeguard the PHI that it accesses from Covered Entity for purposes of services the Business Associate delivers to Covered Entity, and will receive similar assurances from other entities to which it discloses the PHI for purposes of its services to Covered Entity; and

¹ The Omnibus Rule was published by the US DHHS Office of Civil Rights and is formally known as “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notifications Rules Under the Health Information Technology for Economic and Clinical Health Act and the Generic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.” 78 Fed. Reg. 5566 (January 25, 2013).

WHEREAS, Covered Entity and Business Associate are familiar with, and seek to comply with, the applicable terms of HIPAA and the HITECH Act, and Business Associate seeks to provide for the security and confidentiality of the PHI accessed by Business Associate.

THEREFORE, pursuant to the above statements and in consideration of the mutual promises herein, the Parties agree as follows:

Definitions

The terms used in this BAA, but not otherwise defined, shall have the same meaning ascribed by 45 CFR Parts 160 and 164, e.g., Breach, Disclosure, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1. Permitted Use and Disclosure of Protected Health Information

- a. Business Associate shall request, use, and disclose only the minimum amount of PHI reasonably necessary to accomplish its purposes under the Agreements.
- b. Business Associate shall not use or further disclose the PHI except for purposes of the Agreements, or as may be required by law.
- c. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164, except for the specific uses and disclosures required under the Agreements.
- d. Covered Entity will notify Business Associate of any changes that would affect the allowed use or disclosure of the PHI by Business Associate.

2. Safeguards

- a. Covered Entity will use appropriate safeguards to ensure the security and confidentiality of the PHI in its transmission to Business Associate.
- b. Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided in this BAA. The safeguards will include administrative, physical, and technical measures that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the PHI that Business Associate receives, creates, maintains, transmits, stores or otherwise accesses on behalf of Covered Entity. Business Associate will establish and maintain comprehensive written policies and procedures with respect to such safeguards.
- c. Covered Entity will notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI. Covered Entity will notify Business Associate

of any changes, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3. Agents of Business Associate

Business Associate shall ensure that each of its agents who may receive, create, maintain, transmit, store or otherwise access the PHI, including subcontractors, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to the PHI, including the duty to immediately notify Business Associate of any breach of confidentiality or security (which immediately shall be reported by Business Associate to Covered Entity). Upon request, Business Associate shall provide Covered Entity with a copy of each such agreement.

4. Unauthorized Use or Disclosure: Report and Mitigation

Business Associate shall report to the designated Covered Entity contact in writing within five (5) business days, any use or disclosure of the PHI other than as provided for in this BAA, and any suspected or actual breach of security relating to the PHI. Business Associate will take prompt action to correct, and mitigate the harmful effect of, any such use, disclosure, or security breach, and shall report to Covered Entity on such action.

5. Record Retention

- a. Business Associate shall retain all the PHI received from Covered Entity, or created by Business Associate under the Agreements, for the duration of the term of this BAA unless otherwise directed by Covered Entity in writing.
- b. Unless otherwise directed by Covered Entity in writing, upon the termination of this BAA, Business Associate shall return to Covered Entity all copies and versions of the PHI, or destroy them, as directed by Covered Entity. Upon the return or destruction of the PHI, Business Associate shall so certify to Covered Entity in writing. If return or destruction is not feasible, then Business Associate shall extend the protections of the BAA and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Covered Entity may direct Business Associate to retain the PHI for a specified time period beyond the termination of this BAA or Agreements. For such time as the PHI is not returned to Covered Entity or destroyed, Business Associate shall continue to extend the protections of this BAA to such PHI notwithstanding the termination of this BAA.

6. Availability of Information

- a. Upon request by Covered Entity, Business Associate shall make available the PHI or other information required by Covered Entity to fulfill its obligations under HIPAA, for amendment, accounting, compliance, or otherwise.



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- b. Upon request by Covered Entity or the Secretary of the U.S. Department of Health and Human Services, Business Associate shall make available its facilities, systems, procedures, records, internal practices, and books relating to its use and disclosure of the PHI in order to determine its compliance with the HIPAA Rules.

7. Termination

- a. **Termination for Cause.** Covered Entity may terminate the Agreement if Covered Entity determines that the Business Associate has violated a material term of the BAA and Business Associate has not cured such breach within ten (10) business days' of having received notice from Covered Entity.
- b. **Survival.** The obligations of the Business Associate under this BAA shall survive the termination of this BAA.

8. Mutual Indemnification

Each party will indemnify, hold harmless, and defend the other party from any claims, losses, liability, costs, and other expenses incurred as a result of any misrepresentation, breach, or non-fulfillment of this BAA.

9. Entire Agreement and Amendment

- a. **Entire Agreement.** This BAA constitutes the entire agreement between the Parties relating to the safeguarding of the PHI and supersedes all other agreements, communications or understandings whether oral or in writing, between the parties to this BAA with respect to the subject matter hereof. To the extent that there is a conflict between this BAA and any Agreement as it relates to safeguarding PHI, this BAA controls.
- b. **Amendment.** This BAA may be amended only by means of a writing signed by authorized representatives of the Parties and referencing this BAA. The Parties agree to enter into negotiations to amend this BAA promptly upon the reasonable request of a party, including when changes in the law may make such changes necessary or advisable.

10. Third-Party Beneficiaries

Nothing in this BAA is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than Covered Entity, Business Associate, and their respective successors or assigns.

11. Successors and Assigns

The rights, remedies, obligations, and liabilities of each party under this BAA shall accrue to their successors and assigns. Notwithstanding this, each party shall notify the other in the event of a successorship or assignment and shall take commercially reasonable steps to ensure that any successor or assign timely executes a new BAA.



Solutions that Matter

*Springdale Fire Department
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12. Interpretation

This BAA will be interpreted as broadly as necessary to implement and comply with HIPAA. The Parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies with and is consistent with HIPAA.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN WENDELL KEVIN BROWN AND KARLA ANNETTE TAYLOR ARE DEFENDANTS.

WHEREAS, the City of Springdale has filed a lawsuit against Wendell Kevin Brown and Karla Annette Taylor to condemn easements across property owned by the them for the 48th Street Extension to Bob Mills Road (Project 18BPS9);

WHEREAS, the City of Springdale deposited the sum of \$69,000.00 into the Registry of the Court as estimated just compensation for the easements across the subject property;

WHEREAS, the property owners have provided an appraisal for the property, and other supporting documentation, to support an offer to settle the condemnation lawsuit for the total sum of \$125,000.00;

WHEREAS, it is the recommendation of the Mayor and City Attorney that the City Council approve the additional sum of \$56,000.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Wendell Kevin Brown and Karla Annette Taylor condemnation lawsuit for the total sum of \$125,000.00, with the additional \$56,000.00 to be paid from the 2018 Street Bond Program (48th Street Extension to Bob Mills Road, Project 18PBS9).

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

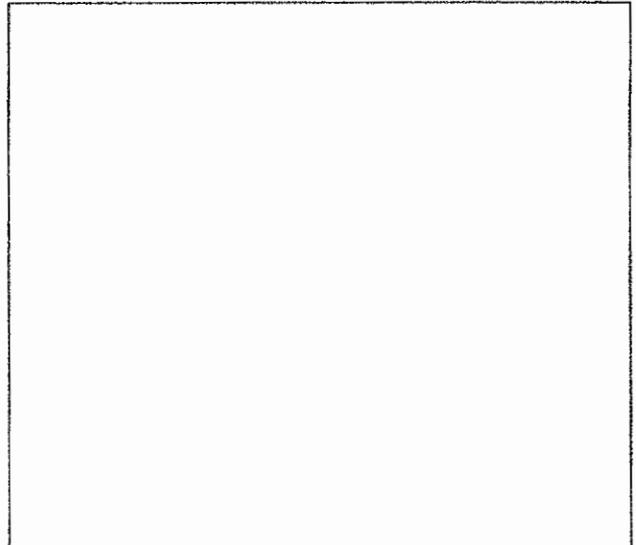
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

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

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



PROPERTY OWNER: Randy Garner

LEGAL DESCRIPTION: Lot numbered 12, the Pines Subdivision to the City of Springdale, as shown on the final plot of said subdivision recorded in the Office of the Circuit Clerk and ex-officio recorder of Washington County, Arkansas

LAYMAN'S DESCRIPTION: 898 Tamarack

PARCEL NUMBER: 815-33173-000

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

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

\$302.91 clean-up cost plus \$20.10 administrative cost-898 Tamarack Street (#815-33173-000)

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

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

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

\$323.01, plus 10% for collection -- 898 Tamarack Street (Parcel #815-33173-000)

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

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

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

Sarah Sparkman
Deputy City Attorney
sparkman@springdalear.gov

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



SPRINGDALE
WE'RE TAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
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Lourdes Peredo
Case Coordinator/Victim Advocate
lperedo@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Lynda Belvedere
Administrative Legal Assistant
lbelvedere@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

August 25, 2020

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

Randy Garner
898 Tamarack
Springdale, AR 72764

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

Regions Bank
Corporation Service Company
300 Spring Building
300 South Spring Street, Suite 900
Little Rock, AR 72201

RE: Notice of clean-up lien on property located at 898 Tamarack, Springdale, Washington County, Arkansas, Tax Parcel No. 815-33173-000

Dear Property Owner/Lienholder:

On July 22, notice was posted on property located at 898 Tamarack, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on July 22, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 24, 2020. As of this date, the total costs incurred by the City of Springdale to clean this property are \$302.91. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-

903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.95 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before September 22, 2020, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is **entitled** for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, September 22, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$317.01, which includes \$302.91 for cleaning up the property and \$14.10 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Lynda Belvedresi, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

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

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:lb

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Randy Garner
 898 Tamarack
 Springdale, AR 72764

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 X *R.H.* Addressee
- B. Received by (Printed Name) *C-19* C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 if YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

7019 1120 0000 5848 5177

PS Form 3811, July 2013

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Randy Garner
 898 Tamarack
 Springdale, AR 72764

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 X *R.H.* Addressee
- B. Received by (Printed Name) *C-19* C. Date of Delivery
- D. Is delivery address different from item 1? Yes
 if YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

7019 1120 0000 5848 5177

PS Form 3811, July 2013

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Regions Bank
 Corporation Service Company
 300 Spring Building
 300 South Spring Street, Suite 900
 Little Rock, AR 72201**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Ag Ad
 X 

B. Received by (Printed Name) 2/12/20 C. Date of Delivery

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

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes No

2 7019 1120 0000 5848 5160

PS Form 3811, July 2013

Domestic Return Receipt

UNITED STATES POSTAL SERVICE

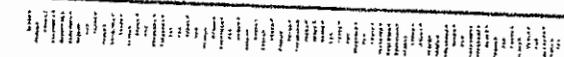


First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

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



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



City of Springdale

Neighborhood Services Division

210 Spring St

Springdale AR 72764



Phone 479-756-7712 SPRINGDALE

CITY ABATEMENT-2020 - Friday, July 24, 2020 8:33:50 AM (BOBBY CODE 1)

User Name BOBBY CODE 1
User # 4 797999694
Form Started 7/24/2020 8:33:50 AM
Form Submitted 7/24/2020 9:22:03 AM
Property Address 898 Tamarack
Before Picture Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



Before Picture

Attached Data



| | |
|-----------------------------------|-----------------------------------------------------------------------------------|
| Type of Abatement | Lien |
| Date of Abatement | Friday, July 24, 2020 8:33:00 AM |
| Officer on Site- | B. Nivens |
| Labor Rate Recovery | |
| Employee | Horatio Jose Mejia |
| JM Benefit Rate | \$13.59 |
| Method of Compliance | |
| 1 Method of Compliance | Mowing |
| Equipment Used | |
| Equipment | 753-Hustler Midmount,6013 Service Pick Up Truck,6050 1-ton Work Truck Landscaping |
| 753-Hustler Midmount | \$40.00 |
| 6013 Service Pick up Truck | \$35.00 |
| 6050 1-ton Work Truck-Landscaping | \$35.00 |
| Time of Abatement in Hours | 1 |
| Number of Temporary Laborers | 4 |
| Temporary Labor Rate Recovery | 96.00 |
| Employee labor recovery per hour | 13.59 |

| | |
|----------------------------------------------|----------|
| Total Employee Cost | 13.59 |
| Equipment Cost per hour | 75.00 |
| Total Equipment Cost | 75.00 |
| Disposal Cost Recovery | \$118.32 |
| Number of Tires Removed (\$2 Each) | 0 |
| Number of Electronics Removed (\$10 Each) | 0 |
| Containers of Chemicals (\$1 Each) | 0 |
| Freon Removal Recovery (\$20 each) | 0 |
| Total Cost of Abatement | 302.91 |
| Items Removed from Property | 0 |

Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



Final Photos

Attached Data



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE GRANT OF UTILITY EASEMENTS TO CARROLL ELECTRIC COOPERATIVE CORPORATION ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS (PARCEL NO. 21-00167-470 AND PARCEL NO. 21-00167-471, SPRINGDALE, BENTON COUNTY, ARKANSAS).

WHEREAS, the City of Springdale, Arkansas, owns two tracts of property known as Parcel No. 21-00167-470 and Parcel No. 21-00167-471, Springdale, Benton County, Arkansas ("the Property");

WHEREAS, Carroll Electric is in need of three (3) utility easements across the Property, as shown on the attached Exhibit "A";

WHEREAS, the utility easements are necessary for the construction of Shaw Park, and will provide electric service to Shaw Park, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document 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 document granting three (3) utility easements across the Property to Carroll Electric.

PASSED AND APPROVED this _____ day of _____, 2020.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RIGHT OF WAY EASEMENT

Date 08/27/2020

County: Benton Easement # 027789-01

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, whether one or more, City of Springdale and _____ hereinafter called "Grantors", for good and valuable consideration, the receipt of which is hereby acknowledged do hereby grant and convey unto **Carroll Electric Cooperative Corporation (Grantee)**, hereinafter called "Cooperative", whose principal office is in Berryville, Arkansas, and unto its successors, licensees or assigns, a perpetual easement right, privilege, and authority to enter upon the lands of the undersigned Grantor, and to place, construct, reconstruct, erect, excavate, add to, relocate, rebuild, modify, change operating voltage level, repair, replace, patrol, operate and maintain on, over, and under the described lands, and in and upon all streets, roads, highways and other rights of way abutting said premises, overhead lines and underground cables of one or more circuits to serve as service, distribution, or transmission lines, or combinations of all, to transmit electrical energy and communications, including but not limited to poles, towers, wires, buried cable, guys, brace poles, guy wires, anchors, and other appurtenances necessary thereto, together with the right of ingress and egress to and from the lines of the Cooperative, over the lands of Grantors, which said lands

of Grantors situated in the County of Benton, State of Arkansas, are described as follows:

Parcel; 21-00167-471 & 21-00167-470

Section 19, Township 18 North, Range 30 West

LEGAL DESCRIPTION: See Attachment A:

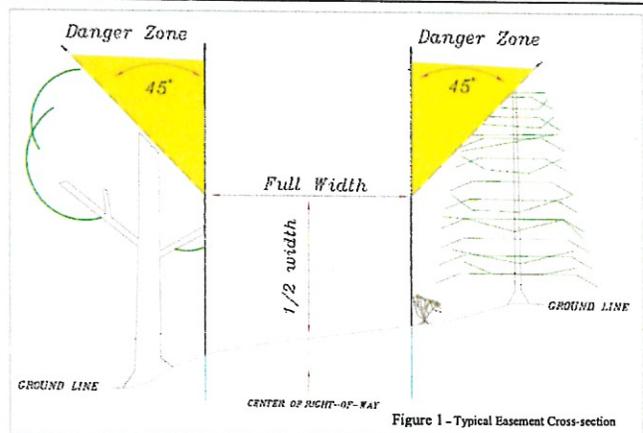
The location of the right-of-way easement on the above described premises shall be determined by the Cooperative and shall have a cross-section as shown in Figure 1 of this easement with the centerline being generally described as follows:

EASEMENT DESCRIPTION: See Attachment B:

with centerline being finally determined as constructed.

At points of angle and termination in the line, Cooperative shall have the right to place anchors, stub poles, and guy wires outside of the width shown on the cross-section drawing in Figure 1 and said easement shall also extend 10' in all directions from all anchors, stub poles, and guy wires. The extension of the easement for the anchors, stub poles and guy wire shall be finally determined as they are constructed.

Grantors do also hereby grant and convey to Cooperative the perpetual right to clear and keep clear by cutting, trimming, spraying or removing by any other manner all brush, trees, timber, and vegetation within the defined easement and, at the Cooperative's option, to cut or top all other trees outside of the defined easement that would in the sole opinion of the Cooperative, endanger or be a hazard to the operation and maintenance of the lines. And to dispose of trees and brush in any manner desired by the Cooperative. And agree that no shrubs or trees shall be planted within the defined easement. And further agrees that no structures will be erected within 15 feet of the finally constructed centerline.



Grantors agree to make no use of, nor permit others to make any use of said easement strip that would reduce in clearance or in any other way interfere with the proper and safe operation and/or maintenance of said line by Cooperative. Grantors further agree that Grantors will not make or allow others to make any attachments to any lines, poles, or structures of Cooperative although the Cooperative retains the right to do so at its discretion.

Grantors agree that all poles, wires, transformers and all other facilities installed by and at the expense of Cooperative on Grantors' property pursuant to the rights granted by this easement shall remain the property of Cooperative and may be removed by Cooperative at its option.

No delay in exercising any or all of the rights granted herein to Cooperative shall be interpreted to be a surrender of any of the said rights nor abandonment of the easement granted.

All provisions contained herein shall run with the land and be binding on the parties, their heirs, successors, representatives and assigns.

And any and all dower, curtesy, distributive shares or homestead interest the undersigned, or either of them, may have inconsistent with the rights herein conferred is hereby relinquished and released to the extent necessary to permit the free enjoyment of said rights and to that extent only. In so doing, the undersigned do not deed the ownership of said lands.

Grantors covenant to and with Cooperative that they are lawfully seized and possessed of said lands, and have good and lawful right to and power to sell and convey said land and the easement granted herein and that said land is free and clear of all liens and encumbrances and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomever.

IN WITNESS THEREOF, the grantors have set their hands and seal on this _____ day of _____, 20____.

Signature of Grantor 1

Signature of Grantor 2

Printed Name of Grantor 1

Printed Name of Grantor 2

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

BE IT REMEMBERED, that on this day personally appeared before me the undersigned a Notary Public with and for the County and State aforesaid duly commissioned and acting _____ and _____ to me well known as the grantor(s) in the foregoing easement and each stated that they had executed the same for the considerations and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

(SEAL)

ATTACHMENT A
Utility Easement

Property Description:

Book 2012 Page 49899

EXHIBIT "A"

Tract A:

(PIN 21-00167-471)

The North 3/4 of the W 1/2 of the NE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

Tract B-3:

(PIN 21-00167-545)

The W 1/2 of the W 1/2 of the SW 1/4 of Section 20, T-18-N, R-30-W, Benton County, Arkansas.

AND

(PIN 21-00167-470)

The E 1/2 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas.

LESS & EXCEPT A tract in the NW corner of said 80.00 acre tract, described as follows: Beginning at the NW corner of said 80.00 acre tract, and running thence East 40 rods; thence South 60 rods; thence West 40 rods; thence North 60 rods to the place of beginning.

LESS & EXCEPT A part of the SE 1/4 of the SE 1/4 of Section 19, T-18-N, R-30-W, Benton County, Arkansas, being more particularly described as follows: From a found 1/2 inch rebar representing the SW corner of the SE 1/4 of the SE 1/4 of said Section 19; thence N 02°24'27" E, 608.55 feet; thence S 87°31'56" E, 37.12 feet to the point of beginning; thence N 02°16'36" E, 50.00 feet; thence S 87°31'56" E, 121.53 feet; thence S 02°28'04" W, 50.00 feet; thence N 87°31'56" W, 121.36 feet to the point of beginning, containing 0.14 acres, more or less, and subject to any easements and/or rights-of-way of record, if any.

The above described Tracts A & B-3 being more particularly described on a plat of survey by David A. Wilkins, PLS #1439, dated November 2012 and designated as job #12932, as follows:

The E 1/2 of the SE 1/4 of Section 19, T-18-N, R-30-W, and the W 1/2 of the W 1/2 of the SW 1/4 of Section 20, T-18-N, R-30-W of the Fifth Principle Meridian, City of Springdale, Benton County, Arkansas, being more particularly described as follows:

Beginning at a found 1/2" rebar for the SW corner of the SE 1/4 of the SE 1/4 of said Section 19, thence N 02°24'27" E, a distance of 1671.79 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence N 02°27'51" E, a distance of 982.26 feet to the NW corner of the NE 1/4 of the SE 1/4 of said Section 19; thence S 87°55'57" E, a distance of 1335.40 feet to a set iron pin with orange plastic cap "ESI COA 131" for the NE corner of said forty acre tract; thence S 86°26'02" E, a distance of 659.41 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence S 02°28'04" W, a distance of 2655.17 feet to a set iron pin with orange plastic cap "ESI COA 131"; thence N 86°35'41" W, a distance of 660.01 feet to a found 1/2" rebar for the SE corner of said SE 1/4, SE 1/4; thence N 87°48'22" W, a distance of 1332.93 feet to the point of beginning, containing 121.58 acres (5,295,990 square feet, more or less), and being subject to any easements, covenants or rights of way of record, if any.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

ATTACHMENT B Utility Easement

Easement Description:

EASEMENT 1:

PART OF SAID "TRACT A" BEING MORE DESCRIBED AS; FROM THE NW CORNER OF SAID TRACT A, THENCE SOUTHERLY AN APPROXIMATE 210 FEET, THENCE EASTERLY AN APPROXIMATE 65 FEET TO THE CENTER AND BEGINNING OF A 15 FOOT WIDE EASEMENT, THENCE EASTERLY AN APPROXIMATE 170 FEET, THENCE NORTHERLY AN APPROXIMATE 70 FEET TO THE END OF EASEMENT.

ALSO;

EASEMENT 2:

PART OF SAID "TRACT A" BEING MORE DESCRIBED AS; FROM THE NW CORNER OF SAID TRACT A, THENCE SOUTHERLY AN APPROXIMATE 210 FEET, THENCE EASTERLY AN APPROXIMATE 65 FEET TO THE CENTER AND BEGINNING OF A 15 FOOT WIDE EASEMENT, THENCE EASTERLY AN APPROXIMATE 115 FEET, THENCE SOUTHWESTERLY AN APPROXIMATE 60 FEET TO THE END OF EASEMENT.

ALSO;

EASEMENT 3:

PART OF SAID "PIN 21-00167-470" BEING MORE DESCRIBED AS; FROM THE SW CORNER OF SAID PARCEL, THENCE NORTHERLY AN APPROXIMATE 1115 FEET, THENCE EASTERLY AN APPROXIMATE 60 FEET TO THE CENTER AND BEGINNING OF A 15 FOOT WIDE EASEMENT, THENCE EASTERLY AN APPROXIMATE 50 FEET TO THE END OF EASEMENT.

EASEMENT EXHIBIT

EASEMENT 1



EASEMENT 2

21-00167-471
CITY OF SPRINGDALE
W DOWNUM RD
SPRINGDALE, AR

21-00167-470
CITY OF SPRINGDALE
7341 W DOWNUM RD
SPRINGDALE, AR

ASPECT

EASEMENT 3