Next scheduled Committee Meeting will be held in the Multi-Purpose Room, 201 Spring Street, Springdale, Arkansas

- The next Committee meeting - Monday, December 2, 2019
- Committee agendas will be available on Wednesday, November 27.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, November 26th, 2019

5:55 p.m. Pre Meeting Activities
Pledge of Allegiance
Invocation – Mike Overton

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. Comments from Citizens
The Council will hear brief comments from citizens during this period on issues not on the Agenda. No action will be taken tonight. All comments will be taken under advisement.

5. Approval of Minutes – November 12th, 2019 Pgs. 3 - 16

6. 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 numbers 9A, 9C, 11 Motion must be approved by two-thirds (2/3) of the council members).

7. Appeal of Planning Commission's decision to deny a rezoning request by Black Bear Holdings LLC, on property located at 811 S. Turner Street, from O-1 to C-2. Presented by Payton Parker. Pgs. 17 - 23

8. Appeal of Planning Commission's decision to deny a Conditional Use requested by Beatris Fraire and Manolo Juarez for a manufactured mobile home in an A-1 zone located North and West of South Zion Road. Presented by Beatris and Manolo Juarez. Pgs. 24 - 31

9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development:
   A. An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (5.02 acres located on the West side of Powell Street North of Lucian Lane) from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1) and declaring an emergency. Pgs. 32 - 35
   B. An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands (1.04 acres located on the Northwest corner of East Emma Avenue and Monitor Road) from Agricultural District (A-1) to Low Density Multi-Family Residential District (MF-2) and declaring an emergency. Pgs. 36 - 38
   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 (1.33 acres, C-2; and 2.2 acres, C-5; located at 3151 E. Robinson Avenue) from Agricultural District (9A-1) to General Commercial District (C-2) and Thoroughfare Commercial District (C-5) and declaring an emergency. (See attached map.) Pgs. 39 - 43
D. **A Resolution** approving a Conditional Use to be granted to Andrew and Karen Morris for a Tandem Lot Split at 247 Combs as set forth in Ordinance No. 4030. Pgs. 44 - 45

E. **A Resolution** approving a Conditional Use for David Mancia at 1102 Backus as set forth in Ordinance No. 4030, Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with no conditions. Pgs. 46 - 47

10. Parks and Recreation Committee by Chairman Mike Lawson:

   **A Resolution** appropriating funds for the Parks and Recreation Department Project No. 18BPP5 (Improvements to the Parks and Recreation Center at 1906 Cambridge Street). Pgs. 48 - 58

11. Ordinance Committee by Chairman Mike Overton:

   **An Ordinance** amending Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes (concerning Bluff Cemetery). Pgs. 59 - 60

12. **A Resolution** authorizing the Destruction of Old Accounting Records. Pgs. 61- 63

13. Comments from Council Members.

14. Comments from City Attorney.

15. Comments from Mayor.

SPRINGDALE CITY COUNCIL
NOVEMBER 12, 2019

The City Council of the City of Springdale met in regular session on Tuesday, November 12, 2019, 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
Colby Fulfer  Ward 1
Mike Lawson  Ward 4
Rick Evans  Ward 2
Brian Powell  Ward 1
Kathy Jaycox  Ward 4 (Absent)
Ernest Cate  City Attorney
Denise Pearce  City Clerk/Treasurer

Department heads present:

Mike Irwin  Fire Chief
Mike Peters  Police Chief
Wyman Morgan  Director of Financial Services
Patsy Christie  Planning & Comm. Dev. Director
Mike Chamlee  Buildings Director
Brad Baldwin  Eng. & Public Works Director
Ashley Earhart  Public Relations Director
Chad Wolf  Parks & Recreation Director
Marcia Ransom  Library Director

AGENDA ITEM ADDED

At the request of Mayor Sprouse, Council Member Fulfer made the motion to add a Resolution to tonight's agenda as item 13A. Council Member Powell made the second.

The vote:

Yes:  Williams, Watson, Overton, Fulfer, Lawson, Evans, Powell

No:  None

SHILOH MUSEUM AWARDS

Shiloh Museum Director Allyn Lord recognized Kimberly Hosey for receiving the Emerging Museum Professional Award and Curtis Morris on behalf of Shiloh Museum receiving the Excellence in Exhibition Bronze Award for the exhibit hall renovation. Both of these were given at the Southeastern Museum Conference. Another award received was from the American Alliance of Museums for the Innovation in Museum Education Award.

APPROVAL OF MINUTES

Council Member Evans moved the minutes of the October 22, 2019 City Council meeting be approved as presented. Council Member Powell 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 Powell made the second.

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Williams

No: None

PUBLIC HEARING - ORDINANCE NO. 5429 — REPEALING ORDINANCE NO. 4950, ESTABLISHING SEWER RATES TO BE CHARGED BY THE CITY OF SPRINGDALE; AND FOR OTHER PURPOSES

A public hearing was held on an Ordinance establishing new sewer rates to be charged by the City of Springdale and for other purposes.

There were no comments made at the Public Hearing.

City Attorney Ernest Cate presented an Ordinance repealing Ordinance No. 4950 and establishing new sewer rates to be charged by the City of Springdale and for other purposes.

The following schedule of rates are hereby established for sanitary sewer service furnished by the City of Springdale Water and Sewer Commission. The charges for all sewer collection and treatment shall be determined each month in accordance with Schedule (A) below. In addition, Industrial Users are subject to monthly surcharges for excessive Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) as established in Schedule (B) below.

SCHEDULE A:

The following charges shall be based on water metered, or approved direct sewer meters, for each Domestic and Industrial User, except as otherwise specifically provided below in Section 5 paragraph (h). The following monthly rates are hereby fixed as rates to be charged for sewer service and shall become effective for sewer services billed on or after January 1, 2020.

<table>
<thead>
<tr>
<th>Inside City:</th>
<th>1/01/20</th>
<th>10/01/20</th>
<th>10/01/21</th>
<th>10/01/22</th>
<th>10/01/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum 1,500 Gallons</td>
<td>$10.00</td>
<td>$10.30</td>
<td>$10.60</td>
<td>$10.90</td>
<td>$11.20</td>
</tr>
<tr>
<td>Next 225,000 Gallons</td>
<td>$3.37</td>
<td>$3.57</td>
<td>$3.77</td>
<td>$3.97</td>
<td>$4.17</td>
</tr>
<tr>
<td>Next 350,000 Gallons</td>
<td>$3.24</td>
<td>$3.44</td>
<td>$3.64</td>
<td>$3.84</td>
<td>$4.04</td>
</tr>
<tr>
<td>Next 400,000 Gallons</td>
<td>$3.11</td>
<td>$3.31</td>
<td>$3.51</td>
<td>$3.71</td>
<td>$3.91</td>
</tr>
<tr>
<td>All Over 1,000,000 Gallons</td>
<td>$2.96</td>
<td>$3.16</td>
<td>$3.36</td>
<td>$3.56</td>
<td>$3.76</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outside City:</th>
<th>1/01/20</th>
<th>10/01/20</th>
<th>10/01/21</th>
<th>10/01/22</th>
<th>10/01/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum 1,500 Gallons</td>
<td>$11.25</td>
<td>$11.55</td>
<td>$11.85</td>
<td>$12.15</td>
<td>$12.45</td>
</tr>
<tr>
<td>Next 225,000 Gallons</td>
<td>$3.68</td>
<td>$3.88</td>
<td>$4.08</td>
<td>$4.28</td>
<td>$4.48</td>
</tr>
<tr>
<td>Next 350,000 Gallons</td>
<td>$3.60</td>
<td>$3.80</td>
<td>$4.00</td>
<td>$4.20</td>
<td>$4.40</td>
</tr>
<tr>
<td>Next 400,000 Gallons</td>
<td>$3.47</td>
<td>$3.67</td>
<td>$3.87</td>
<td>$4.07</td>
<td>$4.27</td>
</tr>
<tr>
<td>All Over 1,000,000 Gallons</td>
<td>$3.44</td>
<td>$3.64</td>
<td>$3.84</td>
<td>$4.04</td>
<td>$4.24</td>
</tr>
</tbody>
</table>

SCHEDULE B:

All Industrial Users are subject to an additional monthly sewer service charge (surcharge) to defray the long or short term costs associated with the treatment of high strength wastewater.

Monthly average discharges of Biochemical Oxygen Demand (BOD) of 289 mg/L and Total Suspended Solids (TSS) of 300 mg/L shall not be exceeded without incurring a surcharge.
(a) A surcharge shall be added to the monthly sewer bill of any Industrial User whose wastewater discharge exceeds the allowable base established herein. Such surcharge shall be calculated using the following formula:

**FORMULA FOR CALCULATING SURCHARGES:**

\[ S = \text{Vww} \times 8.34 \times \left( \frac{Y \times (\text{TSS} - 300)}{300} + \frac{Z \times (\text{BOD} - 289)}{289} \right) \]

Where:

- \( S \) = Surcharge in Dollars (monthly)
- \( \text{Vww} \) = Volume wastewater in million gallons (monthly)
- \( 8.34 \) = Pounds per gallon of water
- \( Y \) = Unit charge of TSS in dollars per pound
- \( \text{TSS weight} \) = Total Suspended Solids strength index in milligrams per liter by weight (300 mg/L or more)
- \( 300 \) = Maximum TSS strength in milligrams per liter by weight
- \( Z \) = Unit charge for BOD in dollars per pound
- \( \text{BOD per} \) = Five day Biochemical Oxygen Demand strength index in milligrams liter by weight (289 mg/L or more)
- \( 289 \) = Maximum BOD strength in milligrams per liter

Current charges for \( Y = 0.547 \)
Current charges for \( Z = 0.330 \)

(a) The Springdale Water and Sewer Commission is authorized to suspend part or all of the surcharge based upon preapproved authorization to make scheduled repairs or installation of equipment.

(b) The current unit charge for Total Suspended Solids \( (Y) \) and the current unit charge for Biochemical Oxygen Demand \( (Z) \), as listed above, shall remain effective for sewer service billed. The Springdale Water and Sewer Commission shall review annually on a fiscal year basis the actual cost of treating high strength waste and shall increase or decrease the unit charge for \( Y \) and \( Z \) of the Formula for Calculating Surcharges in accordance with the finding of such review.

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

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Williams, Watson

No: None

The Ordinance was numbered 5429.

**ORDINANCE NO. 5430 – REPEALING ORDINANCE NO. 4951; ESTABLISHING WATER RATES TO BE CHARGED BY THE CITY OF SPRINGDALE; AND FOR OTHER PURPOSES**

A public hearing was held on an Ordinance establishing new water rates to be charged by the City of Springdale and for other purposes.

There were no comments made at the Public Hearing.
City Attorney Ernest Cate presented an Ordinance repealing Ordinance No. 4951 and establishing new water rates to be charged by the City of Springdale and for other purposes.

The following schedule of rates is hereby established for water furnished by the Springdale Water and Sewer Commission. Except for public fire services, all water used shall be measured through meters. The size of each meter shall be determined by the Springdale Water and Sewer Commission commensurate with its estimate of the amount of water to be used for each premise. This schedule shall become effective for water billed on or after January 1, 2020.

(a) FOR EACH THOUSAND GALLONS OR PORTION THEREOF FURNISHED TO USERS, EXCLUSIVE OF SEASONAL WATER METERED SEPARATELY, THE FOLLOWING RATES SHALL APPLY TO THE AMOUNT OF WATER USED:

Inside City:  
<table>
<thead>
<tr>
<th></th>
<th>1/01/20</th>
<th>10/01/20</th>
<th>10/01/21</th>
<th>10/01/22</th>
<th>10/01/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum 1,500 Gallons</td>
<td>$10.00</td>
<td>$10.30</td>
<td>$10.60</td>
<td>$10.90</td>
<td>$11.20</td>
</tr>
<tr>
<td>Next 23,500 Gallons</td>
<td>$3.27</td>
<td>$3.47</td>
<td>$3.67</td>
<td>$3.87</td>
<td>$4.07</td>
</tr>
<tr>
<td>Next 225,000 Gallons</td>
<td>$3.22</td>
<td>$3.42</td>
<td>$3.62</td>
<td>$3.82</td>
<td>$4.02</td>
</tr>
<tr>
<td>Next 350,000 Gallons</td>
<td>$3.12</td>
<td>$3.32</td>
<td>$3.52</td>
<td>$3.72</td>
<td>$3.92</td>
</tr>
<tr>
<td>Next 400,000 Gallons</td>
<td>$2.87</td>
<td>$3.17</td>
<td>$3.37</td>
<td>$3.57</td>
<td>$3.77</td>
</tr>
<tr>
<td>All Over 1,000,000 Gallons</td>
<td>$2.80</td>
<td>$3.00</td>
<td>$3.20</td>
<td>$3.40</td>
<td>$3.60</td>
</tr>
</tbody>
</table>

Outside City:  
<table>
<thead>
<tr>
<th></th>
<th>1/01/20</th>
<th>10/01/20</th>
<th>10/01/21</th>
<th>10/01/22</th>
<th>10/01/23</th>
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</thead>
<tbody>
<tr>
<td>Minimum 1,500 Gallons</td>
<td>$11.75</td>
<td>$12.05</td>
<td>$12.35</td>
<td>$12.65</td>
<td>$12.95</td>
</tr>
<tr>
<td>Next 23,500 Gallons</td>
<td>$3.62</td>
<td>$3.82</td>
<td>$4.02</td>
<td>$4.22</td>
<td>$4.42</td>
</tr>
<tr>
<td>Next 225,000 Gallons</td>
<td>$3.52</td>
<td>$3.72</td>
<td>$3.92</td>
<td>$4.12</td>
<td>$4.32</td>
</tr>
<tr>
<td>Next 350,000 Gallons</td>
<td>$3.37</td>
<td>$3.57</td>
<td>$3.77</td>
<td>$3.97</td>
<td>$4.17</td>
</tr>
<tr>
<td>Next 400,000 Gallons</td>
<td>$3.22</td>
<td>$3.42</td>
<td>$3.62</td>
<td>$3.82</td>
<td>$4.02</td>
</tr>
<tr>
<td>All Over 1,000,000 Gallons</td>
<td>$2.92</td>
<td>$3.12</td>
<td>$3.32</td>
<td>$3.52</td>
<td>$3.72</td>
</tr>
</tbody>
</table>

(b) FOR EACH THOUSAND GALLONS OF WATER OR PORTION THEREOF FURNISHED TO USERS WHO ARE OUTSIDE THE CITY LIMITS OF THE CITY OF SPRINGDALE, ARKANSAS, AND WITHIN THE SERVICE AREA PREVIOUSLY SERVICED BY THE WHITE RIVER RURAL WATER ASSOCIATION:

<table>
<thead>
<tr>
<th></th>
<th>1/01/20</th>
<th>10/01/20</th>
<th>10/01/21</th>
<th>10/01/22</th>
<th>10/01/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum (first 1,000 Gallons)</td>
<td>$19.00</td>
<td>$19.20</td>
<td>$19.40</td>
<td>$19.60</td>
<td>$19.80</td>
</tr>
<tr>
<td>Next 4,000 Gallons</td>
<td>$4.37</td>
<td>$4.57</td>
<td>$4.77</td>
<td>$4.97</td>
<td>$5.17</td>
</tr>
<tr>
<td>Next 5,000 Gallons</td>
<td>$4.12</td>
<td>$4.32</td>
<td>$4.52</td>
<td>$4.72</td>
<td>$4.92</td>
</tr>
<tr>
<td>Next 10,000 Gallons</td>
<td>$3.87</td>
<td>$4.07</td>
<td>$4.27</td>
<td>$4.47</td>
<td>$4.67</td>
</tr>
<tr>
<td>All Over 20,000 Gallons</td>
<td>$3.62</td>
<td>$3.82</td>
<td>$4.02</td>
<td>$4.22</td>
<td>$4.42</td>
</tr>
</tbody>
</table>

(c) FOR EACH SEASONAL METER, A MINIMUM CHARGE SHALL BE BILLED FOR MONTHLY SERVICE BASED UPON THE CUSTOMER’S METER SIZE:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Inside City</th>
<th>Outside City</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; x 3/4&quot;</td>
<td>$2.50</td>
<td>$3.50</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$3.00</td>
<td>$4.50</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$4.50</td>
<td>$7.00</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$7.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$10.50</td>
<td>$19.00</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$18.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$37.00</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

(d) IN ADDITION TO THE MINIMUM MONTHLY CHARGE FOR SEASONAL WATER SERVICE, THE FOLLOWING RATES SHALL BE CHARGED FOR EACH THOUSAND GALLONS OF WATER OR PORTION THEREOF MEASURED THROUGH A SEASONAL METER:
After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Powell made the second.

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Williams, Watson, Overton

No: None

The Ordinance was numbered 5430.

ORDINANCE NO. 5431 – ACCEPTING A NEW ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, TO BE KNOWN AS SUMMER VIEW SUBDIVISION, A SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting a new addition to the City of Springdale, Arkansas, to be known as Summer View Subdivision, a subdivision to the City of Springdale, Arkansas and declaring an emergency.

This addition includes a portion of Julio Road right-of-way on the north side and a portion of Butterfield Coach right-of-way on the east side, containing 11.5 acres, more or less.

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

The vote:

Yes: Lawson, Evans, Powell, Williams, Watson, Overton, Fulfer

No: None

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

The vote:

Yes: Evans, Powell, Williams, Watson, Overton, Fulfer, Lawson

No: None

The Ordinance was numbered 5431.

RESOLUTION NO. 112-19 – AUTHORIZING THE EXECUTION OF A CONTRACT WITH MILLER BOSKUS LACK ARCHITECTS, P.A., FOR ARCHITECT SERVICES FOR FIRE STATION NO. 9 LOCATED AT 7561 W. DOWNUM ROAD, PROJECT 18BPF3

Council Member Amelia Williams presented a Resolution authorizing the execution of a contract with Miller Boskus Lack Architects, P.A., for architect services for Fire Station No. 9 located at 7561 W. Downum Road, Project 18BPF3.
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR ARCHITECT SERVICES PROJECT NO. 18BPF3

WHEREAS, the City of Springdale is planning to construct Fire Station #9 located at 7561 W. Downum Road, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

WHEREAS, the contract proposes a fee of 5% of the cost of construction work, and

WHEREAS, project construction has been estimated to be under $3,000,000.00.

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

Section 1. Expenditures for this project will be paid from the 2018 Bond Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction design of Fire Station #9.

PASSED AND APPROVED this ____ day of November, 2019.

__________________________________________
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 Fulfer made the second.

The vote:

Yes: Powell, Williams, Watson, Overton, Fulfer, Lawson, Evans

No: None

The Resolution was numbered 112-19.

RESOLUTION NO. 113-19 — AUTHORIZING THE EXECUTION OF A CONSTRUCTION MANAGER CONTRACT WITH MILESTONE CONSTRUCTION COMPANY LLC FOR SPRINGDALE FIRE STATION NO. 9, PROJECT NO. 18BPF3

Council Member Amelia Williams presented a Resolution authorizing the execution of a construction manager contract with Milestone Construction Company LLC for Fire Station No. 9 located at 7561 W. Downum Road, Project 18BPF3.
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION MANAGER CONTRACT FOR SPRINGDALE FIRE STATION #9, PROJECT NO. 18BPFF3

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, fire station #9 will be located at 7561 W. Downum Road and the Mayor has recommended Milestone Construction Company, LLC to serve as construction manager for this fire station, and

WHEREAS, Milestone Construction Company, LLC has agreed to furnish these services for a fee of $5,000 for preconstruction services and 5% of the cost of construction for the construction phase.

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 construction manager services with Milestone Construction Company, LLC for services to be provided relating to the design and construction of fire station #9.

PASSED AND APPROVED this _____ day of November, 2019.

                                                                                          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 Fulfer made the second.

The vote:

Yes:  Williams, Watson, Overton, Fulfer, Lawson, Evans, Powell

No:   None

The Resolution was numbered 113-19.

RESOLUTION NO. 114-19 – AUTHORIZING THE PURCHASE OF THE PROPERTY AT 903 JOYE STREET WHICH IS CURRENTLY FOR SALE TO EXPAND FIRE STATION NO. 4

Council Member Amelia Williams presented a Resolution authorizing the purchase of the property at 903 Joye Street which is currently for sale to expand Fire Station No. 4.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF THE PROPERTY AT 903 JOYE STREET
WHEREAS, the City of Springdale would like to make improvements to and expand Fire Station No. 4 and

WHEREAS, the property at 903 Joye Street is adjacent to the fire station; and

WHEREAS, this property would be required for the expansion of the fire station, and

WHEREAS, this property is currently for sale and has been appraised for $105,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to purchase the property at 903 Joye Street with funds from the Capital Improvement Project Fund for the expansion of Fire Station No. 4.

PASSED AND APPROVED this ___ day of November, 2019.

______________________________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

______________________________________________
Ernest B. Cate, City Attorney

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

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Williams

No: None

The Resolution was numbered 114-19.

ORDINANCE NO. 5432 – WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF EXTRICATION EQUIPMENT FOR THE FIRE DEPARTMENT

Council Member Amelia Williams presented an Ordinance to waive competitive bidding for the purchase of extrication equipment for the Fire Department who plans to purchase with Act 833 funds in January of 2020. This equipment is only available from one sole source provider and it is not feasible or practical to use competitive bidding on the purchase of the extrication equipment from Precision Rescue in the amount not to exceed $28,935 plus freight and sales tax.

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

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Williams, Watson

No: None
Council Member Evans moved the Emergency Clause be adopted. Council Member Powell made the second.

The vote:
Yes: Fulfer, Lawson, Evans, Powell, Williams, Watson, Overton
No: None

The Ordinance was numbered 5432.

PROPOSED RESOLUTION AUTHORIZING THE RENOVATION OF FOUR BATHROOMS IN THE SPRINGDALE PUBLIC LIBRARY

Council Member Watson made the motion to table this Resolution to the committee meeting on Monday, November 18, 2019 for further discussion. This will allow time to get more accurate information on the project. Council Member Overton made the second.

The vote:
Yes: Lawson, Evans, Powell, Williams, Watson, Overton, Fulfer
No: None

RESOLUTION NO. 115-19 – AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT AMENDMENT WITH MCCLELLAND ENGINEERING FOR DESIGN OF AN EXTENSION OF THE SPRING CREEK TRAIL

Council Member Rick Evans presented a Resolution authorizing the execution of an engineering services contract amendment with McClelland Consulting Engineers for design of an extension of the Spring Creek Trail.

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT AMENDMENT FOR DESIGN OF AN EXTENSION OF THE SPRING CREEK TRAIL

WHEREAS, the City of Springdale is planning an extension of the Spring Creek Trail, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the City of Springdale wishes to assist in the extension of the trail project across the Arkansas Game & Fish Commission Nature Center property;

WHEREAS, the Northwest Arkansas Regional Planning Commission has provided a $500,000 TAP Grant and the Walton Family Foundation has provided a $760,000 Trail Grant to the City of Springdale to fund this project;

WHEREAS, the McClelland Consulting Engineers have agreed to add the AGFC portion of the trail to the design scope of the original Spring Creek Trail design agreement for an additional fee not exceed $115,000 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services are not included in this contract. Total project fee shall not exceed $166,375.
WHEREAS, final design/bid documents are due by March 31, 2020.

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

Section 1. Expenditures for this contract will be paid from the 2019/2020 Street Fund budget.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with McClelland Consulting Engineers for design of an extension of Spring Creek Trail.

Section 3. The Mayor is hereby authorized, for this project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

Section 4. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the amended contract price.

PASSED AND APPROVED this ___ day of November, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

Yes: Evans, Powell, Williams, Watson, Overton, Fulfer, Lawson

No: None

The Resolution was numbered 115-19.

RESOLUTION NO. 116-19 – AUTHORIZING THE EXECUTION OF A CONSTRUCTION OBSERVATION SERVICES CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS FOR THE MAPLE AVENUE EXTENSION PROJECT (18BPS2)

Council Member Rick Evans presented a Resolution authorizing the execution of a construction observation services contract with McClelland Consulting Engineers for the Maple Avenue Extension Project (18BPS2).

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION OBSERVATION SERVICES CONTRACT FOR THE MAPLE STREET EXTENSION PROJECT (18BPS2)
WHEREAS, the City of Springdale is planning an extension of Maple Avenue, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the McClelland Consulting Engineers has proposed a construction observation services agreement for an amount not to exceed not exceed $56,496.00.

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

Section 1. Expenditures for this contract will be paid from the 2018 Street Bond Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute a construction services contract with McClelland Consulting Engineers for the Maple Street Extension project.

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

PASSED AND APPROVED this ___ day of November, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

__________________________
Ernest B. Cate, CITY ATTORNEY

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

The vote:

Yes: Powell, Williams, Watson, Overton, Fuller, Lawson, Evans

No: None

The Resolution was numbered 116-19.

RESOLUTION NO. 117-19 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL FUNDING FOR THE DEAN’S TRAIL PHASE 3 CITY PROJECT

Council Member Rick Evans presented a Resolution expressing the willingness of the City of Springdale to utilize federal funding for the Dean’s Trail Phase 3 City Project.

RESOLUTION NO. ___

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL FUNDING FOR THE FOLLOWING CITY PROJECT:
WHEREAS, the Arkansas Department of Transportation has recently approved Fixing America's Surface Transportation Act (FAST) funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

<table>
<thead>
<tr>
<th>Type Work</th>
<th>Work Phase</th>
<th>Federal %</th>
<th>City %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of City Project</td>
<td>Project Design</td>
<td>0</td>
<td>100</td>
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<tr>
<td></td>
<td>Right-of-Way</td>
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</table>

WHEREAS, the currently approved funds are to be used for project construction, and

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the design and environmental review of this City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this ___ day of November, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Williams, Watson, Overton, Fulfer, Lawson, Evans, Powell

No: None

The Resolution was numbered 117-19.
ORDINANCE NO. 5433 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 2507 TONI, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, PARCEL #815-23735-000

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 2507 Toni, Springdale, Washington County, Arkansas, Parcel #815-23735-000.

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

The vote:

Yes: Watson, Overton, Fulfer, Lawson, Evans, Powell, Williams
No: None

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

The vote:

Yes: Overton, Fulfer, Lawson, Evans, Powell, Williams, Watson
No: None

The Ordinance was numbered 5433.

RESOLUTION NO. 118-19 – AUTHORIZING PAYMENT OF AN INVOICE TO MOTOROLA SOLUTIONS

Mayor Sprouse presented a Resolution authorizing payment of an invoice to Motorola Solutions in the amount of $2,360,644.84.

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE

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 Motorola Solutions to install a new radio system for the Police and Fire departments, and

WHEREAS, The City has received an invoice for $2,360,644.84 per the contract.

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 Motorola Solutions $2,360,644.84 for invoice dated October 16, 2019.

PASSED AND APPROVED this ___ day of November, 2019.

_________________________________
Doug Sprouse, Mayor
SPRINGDALE CITY COUNCIL
NOVEMBER 12, 2019

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Fulfer, Lawson, Evans, Powell, Williams, Watson, Overton

No: None

The Resolution was numbered 118-19.

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 6:34 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer
Ms. Christie said those issues have to be addressed before they can move forward with the plat. Right now, all that is before the Commission is the rezoning. She said that the City is aware of the drainage issues.

Mr. Nathan Greenman spoke. He said he is not against the rezoning but did want to restate what Mr. Elmore said about the flooding.

Ms. Haney called for the vote.

**VOTE:**

- **YES:** Parsley, Tyler, Compton, Covert, Haney, Mueller
- **NO:** None

The rezoning was approved by a unanimous vote.

Ms. Christie stated for the record that Staff would prepare the Ordinance that would go to Council on Tuesday, November 26, 2019 at 6:00 p.m. in Council Chambers.

**D. R19-37 Black Bear Holdings, LLC**

811 S. Turner
From O-1 to C-2
Presented by Cary Parker

The following will be a verbatim account of the rezoning request.

Mr. Parsley: Next item, R19-37, Black Bear Holdings, LLC, 811 S. Turner, from O-1 to C-2 presented by Cary Parker.

Mr. Parker: Good evening. My name is Cary Parker; my address is 19974 Sherry Road in Springdale. I appreciate the opportunity to present this rezoning request on behalf of Black Bear Holdings. We are requesting that the property at 811 South Turner be rezoned from an O-1 to C-2. As many of you know this section of Turner and Holcomb contain a mixture of commercial properties. While some of the properties are O-1 and C-1 there are three properties that the Commission has approved C-2 zoning. That includes 906 Holcomb, 736 Holcomb Street which is directly across the street from our property and 203 Turner Street. So to add a little context on the property, this building has been neglected for at least ten years. It has been vandalized by graffiti and the previous owner actually sprayed on the grass to keep the lawn care expense down. We bought it this summer and underwent major renovation with a new paved driveway, a new front window, a new roof, all new electrical and interior paint, energy efficient heating and air. By making all those capital improvements we are hoping to make it more attractive for a business to move in there and we are fortunate enough to find a tenant that wants to put his high end automotive specialty care business that I would call it. Even though we feel it is an automotive service type business that he has a low impact and it would be a perfect fit for this property and we are not able to request a conditional use for automotive services in an O-1 or C-1 that is the reason for the rezoning to a C-2. We know that some of the older buildings in that section are non-conforming commercial properties with current Ordinances. We hope that you will
approve this rezone request based on the existence of other C-2 zonings and I consider the work that we have done as a sign of good will. I will answer any questions.

Mr. Parsley: Thank you. Staff comments.

Ms. Christie: The adopted Comprehensive Land Use Plan indicates Commercial uses. The current zoning of this property provides an adequate buffer to the residential areas that surrounds and is keeping with the Comprehensive Land Use Plan. The rezoning request is not in keeping with the Comprehensive Land Use Plan and is not recommended for approval. I think that we got a letter indicating that the people you want to rent to and the specific business that they want to put in there to operate there which that may be a very good business but as we have always talked about we are not rezoning for this one piece of property, I mean for this to become a C-2 would allow anything that is allowed to go into a C-2 would be allowed to go into this location.

Mr. Parsley: Any questions or comments from the audience? It’s to the Commission.

Mr. Covert: Just one quick question. Is the property to the north straight up the street on the right hand side, is that already commercial? Is that what that is?

Ms. Christie: I believe it is, Austin, can you get to the rezoning map so that we can see that. I believe that it is shows it could be a C-2. The only C-2 property is right at the corner of Caudle and Turner. The other C-2 property that you referred to is on the other side of the railroad tracks. The property at the corner is O-1, C-1 and then C-2 at that intersection. On the other side of the street it is O-1.

Ms. Haney: I think that is the biggest issue is that while his business may be fine it’s the other things that could come in next month, next year; whatever then we have a problem. Call for the vote.

Mr. Parsley: Call for the vote by Ms. Haney.

Ms. Pounders: Tyler - no, Compton - no, Covert - yes, Haney - no, Mueller - no, Parsley- yes.

Mr. Parsley: This does not pass four to two.

Ms. Christy: You have the right to appeal this decision. Your appeal will have to filed in the City Clerk’s office within fifteen days. You need to indicate why you think the Commission erred in its decision and re-notify the adjacent property owners.

Mr. Parker: Thank you for your time.

Mr. Parsley: Thank you.
Black Bear Holdings, LLC
P.O. Box 432
Springdale, AR 72765

November 8, 2019

Springdale City Council
201 Spring St
Springdale, AR 72764

Dear Council:

I am writing to inform you of my intention to appeal the decision of the Springdale Planning Commission on November 5th in regards to my rezoning request of 811 S Turner Street from O-1 to C-2. I believe the decision of the Planning Commission to be in error for the following reasons:

1) I don’t believe an updated Comprehensive Land Use Plan/Map showing the current C-2 zonings in this area was used to make a recommendation to the Planning Commission. The section of Turner and Holcomb designated as Neighborhood Commercial (See Exhibit “A”) does not show the following C-2/Commercial zonings:
   a. 300 W Sunset Ave
   b. 1010 Holcomb St
   c. 1000 Holcomb St
   d. 906 Holcomb St
   e. 736 Holcomb St (adjacent to the west)
   f. 203 Turner St

2) The sole reason listed for not recommending Planning Commission approval was because the “request is not in keeping with the Comprehensive Land Use Plan.” However, according to the Comprehensive Land Use Plan 2010 Update on the City’s website, “The Comprehensive Land Use Plan is not a zoning ordinance, subdivision regulation, official map, budget or capital improvement program. It is a guide to the preparation and the carrying out of the components of the planning process.” Other past rezoning requests have been evaluated on whether they meet the goals and policies Land Use Plan. Of those, I believe the rezoning meets the following:
   a. Improve the City’s economic base and tax structure through the promotion of healthy, stable commercial concentrations.
   b. Promote the viability of older commercial properties as well as new commercial developments.
   c. Encourage the development of small-scale neighborhood retail and service uses at intersections and at the edge of logical neighborhood areas or within neighborhoods where suitable sites exist and conditions are appropriate to balance compatibility with convenience.

I hope you will agree with me that the rezoning is in keeping with the goals and policies of Springdale Comprehensive Land Use Plan.

Thank you,

Payton Parker | Principal
Black Bear Holdings, LLC
(479) 601-6898
payton@blackbearholdings.com
Land Use Classifications

- Downtown District
- Public
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Neighborhood Commercial
- Commercial
- Regional Commercial
- Light Industrial/Warehouse
- Heavy Industrial
AFFIDAVIT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

) ss.
)

The undersigned, after first being duly sworn, does state under oath as follows:

1. I am appealing a decision of the Springdale Planning Commission on a rezoning request.

2. I have notified all adjacent property owners of my appeal to the Springdale City Council.

I, Payton Parker, upon my oath state that I have read the foregoing Affidavit, and the facts set forth therein are true and correct, to the best of my knowledge and belief.

November 2019

SUBSCRIBED AND SWORN to before me, a Notary Public, this 15th day of

My Commission Expires: February 24, 2023

Katie E. Hampton
Notary Public
Debbie Pounders

From:
Payton Parker <payton@blackbearholdings.com>
Sent:
Monday, November 04, 2019 7:02 PM
To:
Patsy Christie; Debbie Pounders; Aaron Hudman
Cc:
Cary Parker
Subject:
Fwd; Letter of intent for property lease at 811 Turner

Can you please provide this to commissioners to be included into the record for my rezoning request?

Thanks, Payton

Sent from my iPhone

Begin forwarded message:

From: Ben Van Woudenberg <chefben68@sbcglobal.net>
Date: November 4, 2019 at 6:11:53 PM CST
To: payton@blackbearholdings.com
Subject: Letter of intent for property lease at 811 Turner

To whom it may concern,

My name is Ben VanWoudenberg and I am the owner/operator of Shine Tek LLC. I have been in business for over 8 years providing detailing, auto appearance and protection for vehicles. I have recently streamlined my business to just auto appearance, protection and ceramic coatings. I am fully certified and licensed to provide those services. To maintain certifications the ceramic supplier requires the installer uphold the highest standards. Which include;
Clean and neat overall aesthetic of the building and property.
A constant focus on marketing and branding.
Uphold warranty and product expectations for the client.

My type of business is generally very clean and unobtrusive. Machines and equipment would not be over 75 decibels inside the building. Polishing dust will be produced but is very minor.

Day to day operations consist of;
Light washing of vehicles
Light cleaning of vehicles
Paint polishing of vehicles
Ceramic application onto vehicles.
Clients dropping off and picking up their vehicles.
There would be no more than 2-3 vehicles on the property at one time.

The property at 811 Turner in Springdale would be ideal. The location is central and convenient, which would prove to be a great benefit to my clients. The improvements that have been made to the property will greatly enhance my business. The location also reflects my last location in Rogers, at Shine Tek Auto Spa. I would really appreciate the opportunity to move my business to this wonderful location.

Regards,
Ben Van Woudenberg
12 Roessler Lane
Bella Vista
AR 72715
479-903-2400

Sent from my iPhone
Acceptable: General compatibility with adjacent properties and other property in the general district.

Mr. Parsley asked if there were those in the audience with questions or comments.

There were none.

Ms. Haney called for the vote.

**VOTE:**

**YES:** Compton, Covert, Haney, Mueller, Parsley, Tyler

**NO:** None

The conditional use was approved by a unanimous vote.

Ms. Christie stated for the record that Staff would prepare the Resolution that would go to Council on Tuesday, November 26, 2019 at 6:00 p.m. in Council Chambers.

B. C19-22 **Beatris Fraire & Manolo Juarez**

Residential Manufactured Home in A-1

Presented by Beatris Fraire

The following will be a verbatim account.

Mr. Parsley: Next item, C19-22, Beatris Fraire & Manolo Juarez, Residential Manufactured Home in A-1, presented by Beatris Fraire. Forgive me if I mispronounced your name.

Ms. Fraire: Hi, my name is Beatris Fraire and I would like to place a mobile home on that land.

Mr. Parsley: O.K. Staff comments.

Ms. Christie:

**Unknown** Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe. **Access easement to property along Knight Lane is needed** we would have to have an access easement to that lane because I don't think that that is a public street.

Gina Knight: I am the owner, Gina Knight. She is trying to purchase the property from use to put a mobile home on it and we had easements back whenever we bought the property in '86 and then we were given easements by the Dedmans.

Ms. Christie: Do you have the filed easement document through the county? That is what we have to have. We have to have the filed copy.
Ms. Knight: These would be filed through the county. Each time that we have bought property even across from that property there and we had an easement at that time.

Ms. Christie: What we will need is for you to submit those documents that show and the City Attorney will have to determine if that is an adequate easement. That is the only issue that we have because we don’t have the documentation to show that you have access, but we can work that part out.

Acceptable Off-street parking and loading areas where required, with particular attention to the items mentioned above and the economic, noise, glare, or odor effects of the conditional use on adjoining properties and properties generally in the district.

Acceptable Refuse and service areas, with particular reference to the item in 1 and 2 above.

Acceptable Utilities, with reference to locations, availability and compatibility. You did get a septic tank perk test done. We have the information from the County Health Department to show how the septic systems can be put on it. Is there water to this site and do you have a proposal to get water to it.

Ms. Knight: Yes, ma’am, there is an easement along the north end of city water from Springdale and natural gas.

Ms. Christie: And the water lines are already down. O.K. as long as we have that we are good.

N/A Screening and buffering with reference to type, dimension and character.

N/A Sign, if any, and proposed exterior lighting with reference to glare, traffic, safety, economic effect, and compatibility and harmony with properties in the district.

Acceptable Yard requirements and other open space requirements.

Acceptable The size and shape of the site, including the size, shape and arrangement of proposed structures in keeping with the intent of this chapter. It is kind of an unusual went through and did acquisitions.

N/A Proposed landscaping meeting the requirements of this ordinance. Landscaping may be increased in accordance with the judgment of the planning commission to accomplish the desired protective and aesthetic effect.

Acceptable General compatibility with adjacent properties and other property in the general district; upon submission of access easement to Knight Lane.

Mr. Parsley: O.K. any questions or comments from the audience.
Ms. Knight: I don't understand because we have access to that land.

Ms. Christie: O.K. all we have to have is the documentation to show that. As long as you bring that in and the City Attorney is good with it we are ready to go. I just haven't seen it, the form of an access easement. As soon as we figure that out and get it worked out then that issue is taken care of. Access has to be provided somehow and you may have the documentation that shows that. Bring it to the office and we will show it to the City Attorney for them to look.

Ms. Knight: We have been working on this from the very beginning and we have went through each item each time and you have added another item each time we have come before you.

Ms. Christie: I'm not going to sit here and argue with you about it. We just have to have the documentation for the easement. If it's approved by the Planning Commission we will work out the documentation for the easement and it will still have to go to Council on the 26th. We have plenty of time to make sure that we have all the documents that we need. The warranty deed say subject to an easement doesn't tell us where the easement is.

Mr. Parsley: But we are still voting on this tonight.

Ms. Christie: Right. You are still voting on whether or not they are allowed to have the conditional use for the mobile home and if that is the case and if it is approved we will work out the access easement for you.

Mr. Parsley: Have you come by the Planning Department office and brought all your paperwork so that they could potentially demonstrate to you

Ms. Christie: You have seen what information she has and it says subject to an access easement and we haven't seen the document for the easement. I don't know where it exists, if it's on a survey or something like that. There has got to be something that shows where that access easement is. We don't know yet.

Mr. Parsley: The remaining documentation is needed.

Ms. Christie: They've got the septic system. That was one of the things that you had to get a perk test done. We've got all that, we have the information that shows where the mobile home is going to be placed, how the septic system will go on there. We know that it all fits on there because at first we just had a little block on there and we weren't sure that it was going to fit. Now we know how all of that is going to fit. We know where the water comes into it. The only thing that we need is the documentation that shows that actual access easement. If you approve it first; you have to approve it.

Mr. Parsley: You have clarity as far as how to obtain that documentation.

Ms. Christie: Did you get a survey from the Highway Department when they bought the rest of the property.

Ms. Knight: We had to ask for that.
Ms. Christie: And did you get it?

Ms. Knight: Yes ma'am and that was turned in with the paperwork.

Ms. Christie: It doesn't have an access easement on it either. We just need to sit down with the City Attorney and see what we need to document that that access exists. There are some adjacent property owners that are saying that you don't have access. They don't have a copy of the access easement either. We have to get this or you have to figure out among yourselves. That's assuming that it gets' approved.

Mr. Parsley: Any questions or comments from the audience?

Mr. Wofford(?): Hello, my name is Ken Wofford. I'm representing P-4 Partners for 130179 Knight Lane which is the property to the left on the screen. It is a five acre property. Just want to state that I am completely against the mobile homes being in that area. That property was purchased for the zoning; what it was zoned for the one that P-4 Partners owns. It was purchased for the zoning of that property and I just want to voice that we are against the mobile home being there on that property. It is an adjoining property to that one.

Mr. Parsley: Thank you.

Mr. Holloway: Benny Holloway. 12994 Knight Lane. My property line actually goes over the road there and I'm opposing. I'm not for the mobile home begin on there; just for property value purposes.

Mr. Parsley: Thank you; any other questions or comments?

Mr. Knight: My name is Tony Knight and I own the property that is for sale. When the highway came through, the City has approved and has taken south Zion Road across my piece of property. As you can see from Zion Road down to that piece of property the State owns, it is about a forty-five degree angle; there is no access off of Zion Road. We signed off on Knight Lane being jogged to the side. I put that gravel on Knight Lane. I built Knight Lane. It is named after me. Because we own both sides of that piece of property if we're not allowed to use Knight Lane we are land locked and somebody is going to pay for it in that direction. So if we don't have easement, my only option is to consider it landlocked and the State or the City is going to have to buy it from us.

Mr. Parsley: Thank you.

Ms. Christie: The City didn't have anything to do with that purchase. That was all done through the Highway Department. Yes, but the Highway Department did the acquisitions for and have control of the access of the 612 Bypass. Did they purchase some additional land from you in order to put the road in? Was this considered by them to be an uneconomic remnant when it was left over?

Mr. Knight: No the piece across Zion Road to the south

Ms. Christie: That little piece in the center between Zion Road and 612
Mr. Knight: We also own that piece and they considered that unusable.

Ms. Christie: O.K. and did they purchase that from you or do you still own it.

Mr. Knight: No, we own it.

Ms. Christie: O.K. so you have access to that little driveway to get to that little driveway to the east side of it to get to that piece.

Mr. Knight: We signed off on that jog to be put in there, correct.

Ms. Christie: O.K. and those... we need to look at those documents that you have from the Highway Department too to see what they did with that because I haven't seen it.

Mr. Knight: I'm just saying that it cuts us off.

Ms. Christie: They are not to have supposed to leave a land lock piece of property so that may be dealt with and I haven't seen that paperwork. We don't get that stuff from the Highway Department.

Mr. Knight: We have been here six months and we have come every month and there is something else we don't have. We have been to your office and asked if there was anything else that we were going to need. My wife has a folder this thick of things that we have brought in.

Mr. Parsley: Any other questions or comments? It's to the Commission.

Ms. Haney: Call for the vote.

Mr. Parsley: Call for the vote by Ms. Haney.

Mr. Covert: I'm so sorry; I just have one quick question. I didn't mean to interrupt you. So I guess my struggle or my question is, are we able to vote on it not knowing if it has an access point or is that something that you can deal with later?

Ms. Christie: That's something that we can deal with. The Highway Department does not normally leave a land locked piece of property. So there has got to be something there, we just haven't seen what it is yet.

Ms. Haney: So we're calling for the vote with the conditions you put. If they don't get it

Mr. Covert: Then it is null.

Ms. Christie: We have until the end of the month to get that all worked out before it goes to Council because it has to go to Council too. A warranty deed that says subject to access easements doesn't tell you where that is.

Mr. Parsley: So I have a call for the vote by Ms. Haney.
Ms. Pounders: Covert – no; Haney – yes; Mueller – yes; Parsley – no; Tyler – yes; Compton – no.

Mr. Parsley: It is a three-three, this does not pass.

Ms. Christie: You have the right to appeal the Planning Commission’s decision to the City Council. Your appeal has to be filed within 15 days with the City Clerk’s office and you have to indicate why you think the Planning Commission erred in its decision and you must re-notify the adjacent property owners.

**Preliminary Plats, Replats, Final Plats**

A. FP19-07 **Summerview Subdivision**
   3300 Butterfield Coach Road
   Presented by Bates & Associates

Mr. Christian McGuire with Bates and Associates was present to answer any questions or comments.

Mr. Parsley asked for Staff comments.

Ms. Christie read the Staff comments. She first stated that Staff has declaration of covenants and the by-laws of the POA have been submitted. They were submitted today and the City Attorney’s office has them to make sure all the details are in place.

**Planning Comments**

1. Need to label the common area.
2. Note the total linear feet of street being dedicated per street classification.
3. Need to indicate/show any adjacent plats/parcels with ownership & addresses. If any of the adjacent properties are platted please indicate the subdivision/tract name.
4. Please subdue any previous platted lines that are removed as well as any parent tract information.
5. Need to show any above ground features associated with utilities (i.e. above ground drainage structures, inlets, manholes, meters, cleanouts).
6. Need to show the location and description of all utility easements, including adjacent easements to this current plat being presented. All filed easement must indicated by a filed book and page with the county.
7. Please adjust your signatures to include Streets and Drainage as shown below.
   Need Certificates of Acceptance as follows:

   The undersigned hereby certify that this plat meets current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertains to this plat and to the offices of responsibility shown below.

   Date Signature
Beaaris and Manolo Juarez
4380 Reed Ave
Lowell, AR 72745
(479) 502-2031

17th November 2019

Dear City Council,

I would like to introduce myself and family. We are a family of five, I am self employed. My Husband works for consolidated steel, I have 2 kids in middle school and one heading to college. We have been looking for our own home for years, because we have been renting the majority of our lifetime. We were excited with this land to place our home.

We are wanting to move into a new home 29' x 60', Yes, it is mobile but larger than the other mobile homes on the street. We went to the city planning commission meeting to receive permission to put our home on the property we had picked out and made sure that we were abiding by planning commission outline including all utilities checked with perk test and septic system being outline. But, out of nowhere the commission asked about easement to the property. A permit has been requested for driveway from S. Zion Road.

Also, in the meeting the pictures we took of the other mobile homes on the same street and the main street were never brought out or discussed. We feel that it was too confusing for the council after easement issue was brought up. The vote was a tie, but they said denied.

Therefore, we would like to ask that we are reheard by the city.

Thank you for your time and interest,

Sincerely,

Beaaris Juarez
Manolo Juarez

Beaaris and Manolo Juarez
AFFIDAVIT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

The undersigned, after first being duly sworn, does state under oath as follows:

1. I am appealing a decision of the Springdale Planning Commission on a rezoning request.

2. I have notified all adjacent property owners of my appeal to the Springdale City Council.

¡Beciris and Manolo Saborio! Upon my oath state that I have read the foregoing Affidavit, and the facts set forth therein are true and correct, to the best of my knowledge and belief.

Beciris Suarez And Manolo Suarez

SUBSCRIBED AND SWORN to before me, a Notary Public, this 10. day of November, 2019.

My Commission Expires:

Notary Public

[Notary Seal]
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 AGRICULTURAL DISTRICT (A-1) TO LOW DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of November 5, 2019 for hearing the matter of a petition of Thomas and Peggy Maringer, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low Density Single Family Residential District (SF-1).

Layman’s Description: West side of Powell Street north of Lucian Lane

Legal Description: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE ALONG THE WEST LINE OF THE SW 1/4 OF THE NE 1/4, N02°19’06”E A DISTANCE OF 200.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°19’06”E A DISTANCE OF 167.25 FEET; THENCE LEAVING SAID WEST LINE, S87°38’23”E A DISTANCE OF 1,070.84 FEET; THENCE S02°22’52”W A DISTANCE OF 75.92 FEET; THENCE S87°37’08”E A DISTANCE OF 233.00 FEET TO THE EAST LINE OF SAID SW 1/4 OF THE NE 1/4; THENCE ALONG SAID EAST LINE, S02°22’52”W A DISTANCE OF 91.25 FEET TO A FOUND MAG NAIL LOCATED IN S. POWELL STREET; THENCE LEAVING SAID EAST LINE, N87°38’23”W A DISTANCE OF 31.90 FEET; THENCE S02°32’28”W A DISTANCE OF 11.76 FEET TO A FOUND IRON PIN WITH CAP “LANDTECH PLS 1204”; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.19 FEET AND A CHORD BEARING & DISTANCE OF S47°27’03”W – 35.30 FEET; THENCE N87°38’23”W A DISTANCE OF 113.86 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 29.99 FEET AND A CHORD BEARING & DISTANCE OF N76°10’54”W – 29.79 FEET; THENCE N64°43’26”W A DISTANCE OF 2.30 FEET; THENCE ALONG A CURVE TO THE LEFT
HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 50.00 FEET AND A CHORD BEARING & DISTANCE OF N76°10′54″W – 49.67 FEET; THENCE N87°38′23″W A DISTANCE OF 125.52 FEET; THENCE N02°21′37″E A DISTANCE OF 9.48 FEET; THENCE N87°38′29″W A DISTANCE OF 325.31 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 37.05 FEET AND A CHORD BEARING & DISTANCE OF S83°52′17″W – 36.91 FEET; THENCE S75°23′02″W A DISTANCE OF 2.58 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS 75.00 FEET, AN ARC LENGTH OF 22.22 FEET AND A CHORD BEARING & DISTANCE OF S83°52′20″W – 22.13 FEET; THENCE N87°38′23″W A DISTANCE OF 2.09 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS 13.00 FEET, AN ARC LENGTH OF 17.33 FEET AND A CHORD BEARING & DISTANCE OF N49°10′43″W – 16.08 FEET; THENCE N87°38′23″W A DISTANCE OF 74.56 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, AN ARC LENGTH OF 17.93 FEET AND A CHORD BEARING & DISTANCE OF S54°02′18″W – 16.12 FEET; THENCE N87°38′23″W A DISTANCE OF 44.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 59.44 FEET AND A CHORD BEARING & DISTANCE OF N84°03′17″W – 59.40 FEET; THENCE N80°28′14″W A DISTANCE OF 101.62 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 27.35 FEET AND A CHORD BEARING & DISTANCE OF N81°57′46″W – 27.35 FEET; THENCE N02°21′37″E A DISTANCE OF 0.89 FEET; THENCE N87°38′23″W A DISTANCE OF 207.73 FEET TO THE POINT OF BEGINNING. CONTAINING 5.02 ACRES – 218,523 SQ. FT., MORE OR LESS.

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

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

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

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

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.
PASSED AND APPROVED THIS _______ DAY OF ______________, 2019

___________________________
Doug Sprouse, Mayor

ATTEST:

___________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

___________________________
Ernest Cate, City Attorney
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of November 5, 2019 for hearing the matter of a petition of Cory Rogers, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low Density Multi-family Residential District (MF-2).

Layman’s Description: NW corner of East Emma Avenue & Monitor Road

Legal Description:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING PK NAIL AND RUNNING THENCE S02° 30' 13" W 274.95', THENCE N87° 31' 39" W 165', THENCE N02° 29' 56" E 274.87', THENCE S87° 33' 23" E 165.02' TO THE POINT OF BEGINNING, CONTAINING 1.04 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION IN EAST EMMA ROAD ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT, SUBJECT TO THAT PORTION IN MCCOLLOUGH DRIVE ON THE WEST SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD.
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 Agricultural District (A-1) to Low Density Multi-family Residential District (MF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) to Low Density Multi-family Residential District (MF-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _______________, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney
ORDERED 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 AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND 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 November 5, 2019 for hearing the matter of a petition of Cornerstone Propane, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2) AND Thoroughfare Commercial District (C-6).

Layman's Description: 3151 E. Robinson Avenue

Legal Description:

C-5

Part of the Northeast Quarter of the Northwest Quarter of Section 8, Township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:
Commencing of the Southwest Corner of the Northeast Quarter of the Northwest Quarter. Thence South 87 degrees 00 minutes 36 seconds East, 428.80 feet. Thence Nor 03 degrees 12 minutes 24 seconds East, 875.30 feet. Thence South 87 degrees 05 minutes 55 seconds East, 309.97 feet to an existing rebar marking the Northeast Corner of Lot 8 of Stockton Place and the Point of Beginning. There leaving the North line of said Lot 8, North 02 degrees 54 minutes 14 seconds East, 403.33 feet to an existing ridge nail on the South right of way of U.S. Highway 412. Thence along said right of way to the following bearings and distances: South 86 degrees 57 minutes 25 seconds East, 203.80 feet to an existing right of way monument. South 85 degrees 19 minutes 14 seconds East, 20.31 feet to an existing rebar Thence leaving said right of way South 02 degrees 26 minutes 29 seconds West 423.71 feet. Thence Nor 87
degrees 33, minutes 31 seconds West, 227.46 feet to the East line of Lot 8 of Stockton Place. Thence along the East line of said Lot 8, North 02 degrees 44 minutes 26 seconds East 23.33 feet to the Point of Beginning, containing 2.20 acres and subject to any Easements of Record.

C-2
Part of the Northeast Quarter of the Northwest Quarter of Section 8, township 17 North, Range 29 West, Washington County, Arkansas being more particularly described as follows:
Commencing at the Southwest corner of the Northeast Quarter of the Northeast Quarter. Thence South 87 degrees 00 minutes 36 seconds East, 425.80 feet. Thence North 03 degrees 12 minutes 24 seconds East, 875.30 feet. Thence South 87 degrees 05 minutes 55 seconds East 309.97 feet to an existing rebar marking the Northeast Corner of Lot 8 of Stockton Place. Thence along the East line of said Lot 8, South 02 degrees 44 minutes 26 seconds West, 23.33 feet to the Point of Beginning. Thence leaving said East line, South 87 degrees 33 minutes 31 seconds East, 227.46 feet. Thence South 02 degrees 26 minutes 29 seconds West, 253.71 feet to a set rebar with cap Thence North 87 degrees 14 minutes 50 seconds West, 228.79 feet to an existing rebar marking the Southeast Corner of Lot 10 of Stockton Place. Thence along the East line of Lots 10 through 8, North 02 degrees 44 minutes 26 seconds East, 275.47 feet to the Point of Beginning, containing 1.33 acres more or less and subject to any Easements of Record.

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 Agricultural District (A-1) to General Commercial District (C-2) AND 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 Agricultural District (A-1) to General Commercial District (C-2) AND 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 ____________, 2019

__________________________________________
Doug Sprouse, Mayor

ATTEST:

__________________________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________________________
Ernest Cate, City Attorney
FILE NO. R19-30
APPLICANT: Cornerstone Propane
REQUEST: Rezone - A-1 to C-5
PLANNING COMMISSION MEETING
October 1, 2019
RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE AT
247 COMBS 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 November 5,
2019 on a request by Andrew and Karen Morris for a conditional use for a Tandem Lot
Split in a Low/Medium Density Single Family Residential District (SF-2) at 247 Combs;
and

WHEREAS, following the public hearing the Planning Commission by a vote of
six (6) yes and zero (0) no recommends that a conditional use be granted to Andrew
and Karen Morris for a Tandem Lot Split in a Low/Medium Density Single Family
Residential District (SF-2) with the following conditions – No Conditions.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to
Andrew and Karen Morris for a Tandem Lot Split in a Low/Medium Density Single
Family Residential District (SF-2) with the following conditions – No Conditions.

PASSED AND APPROVED THIS _______ DAY OF ____________, 2019.

ATTEST:

______________________________
Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

______________________________
Ernest Cate, City Attorney
RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE FOR
DAVID MANCIA AT 1102 BACKUS 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 November 5, 2019, on a request by David Mancia for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) no grants a conditional use to Davis Mancia for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2) with no conditions.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Davis Mancia for a Use Unit 41 (Automobile Sales) in a General Commercial District (C-2).

PASSED AND APPROVED THIS ____ DAY OF __________, 2019.

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney
RESOLUTION NO. __________

A RESOLUTION APPROPRIATING FUNDS FOR THE
PARKS AND RECREATION DEPARTMENT
PROJECT NO. 18BPP5

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center located at 1906 Cambridge Street, and

WHEREAS, the City would like to make improvements to the roof, the heating/air conditioning equipment, the electric service, and purchase some necessary maintenance equipment, and

WHEREAS, Harness Roofing, Inc. has submitted a quote of $367,266 (The Interlocal Purchasing System, Contract #1807703) for installation of the improvements to the roof, and

WHEREAS, Multi-Craft Contractors, Inc. has submitted a quote of $900,320 (The Interlocal Purchasing System, Contract #190201) for installation of the improvements to the heating/air conditioning equipment which includes replacing the electric gear and service needed to increase to 2000 amps, and

WHEREAS, P & K Equipment, Inc. has submitted a quote of $12,802.34 for the necessary maintenance equipment;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated an amount not to exceed $1,280,400 from the combination of 2018 Park Bond Construction Fund and CDBG funds for these repairs to the Recreation Center.

PASSED AND APPROVED this 26th day of November, 2019.

ATTEST: ____________________________

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney
Date: 8-29-2019

Harness Roofing, Inc. (hereinafter referred to as "HRI") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described below for:

OWNER/CUSTOMER: Springdale Recreation Center
ADDRESS: 1906 Cambridge St, Springdale, AR 72764
PROJECT: TPO Roof install over existing R panel roof.

SCOPE OF WORK:
1. Install 12PS pipe fill-in per of the existing R Panel roof system.
2. Mechanically attach 3 in. Poly-EISO drip edge to existing roof panels.
3. Mechanically attach 60 mil TPO single ply membrane to metal building panels with 8 inch board plates.
4. Wrap vents and install pipe boots on protrusions.
5. Install new 24 gauge perforated metal side trim end of the building.
6. Install termination for inside gutters.
7. Install 120 lb 45 year TPO, manufacturer warrant and HRI 1 year workmanship warranty.
8. The above system will withstand additional weight on the existing structure. Owner will need to determine if the structure is adequate.
9. Work conducted during normal working hours.

CONCLUSIONS: gutters and downspouts
1. Remodel, plumbing, HVAC existing roof panels, interior protection.

Tips # 180702

CONTRACT PRICE: HRI shall perform the Work for:

Dollars 530,200.00, in current funds.

TERMS AND CONDITIONS: The terms and conditions are set forth on the following page and are a part of this proposal.

THIS PROPOSAL IS SUBJECT TO ACCEPTANCE OR WITHDRAWAL BY HRI FOR ANY REASON AND CONSIDERATION OF ACCEPTANCE MAY BE WITHDRAWN AT ANY TIME, AFTER COMMUNICATION OF ACCEPTANCE. SHALL BE SUBJECT TO ACCEPTANCE. ACCEPTANCE SHALL BE IN WRITING AND RECEIVED BY HRI WITHIN 30 DAYS. THE DATE國際 IS THE DATE AS A DEPOSIT IS RECEIVED. THERE ARE NO OTHER PROVISIONS, THEN HRI MAY NOT BE HELD LIABLE.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

By: Title: Project Manager

ACCEPTANCE: The undersigned hereby accepts this Proposal and intends to be legally bound hereunder, agrees that this written shall be a binding contract and shall constitute the entire contract.

Owner/Contractor:

By: Date: 

Title: 

HARNESS ROOFING, INC.
C2 Customer Committed
4185 Treadco Drive * Springdale, AR 72762 * Phone: 479.751.6649 * Fax: 479.750.5081
1. Nature of Work. [Name of Contractor] shall furnish the labor and materials necessary to perform the work described herein, as in the referenced contract documents. [Name of Contractor] does not provide drainage, engineering, consulting or architectural services. It is the Owner's responsibility to ensure a formal technical or engineering design peer review and code compliance, including a determination of its adequacy and what type of a response or alternative is needed. Unless specific references to other design documents have been furnished to this contract, Contractor recognizes that they are not required and conform to all applicable laws and building codes. [Name of Contractor] is not responsible for any loss, damage or expense due to defects in plans or specifications or building codes violation unless such damage results from a deviation by [Name of Contractor] from what is specified. [Name of Contractor] is not responsible for coordination, moisture migration from the building exterior or other building elements, location or size of roof drains, adequacy of drainage, peeling of the roof, structural conditions or the properties of the roof deck or substrate on which [Name of Contractor] roofing system is installed.

2. Deck. Contractor recognizes that structures on which [Name of Contractor] is to work are in sound condition and capable of withstanding roofing construction, support, and operations. [Name of Contractor] conveys to the Owner the extent of the roof deck for visible defects. [Name of Contractor] is not responsible for the structural integrity, quality of construction, including compliance with building codes, installations, fasteners, or moisture content of the roof deck or other surface on which [Name of Contractor] roofing system is installed.

3. Concrete Deck. In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried to that roofing materials can be installed without potential future issues either shall be made by the General Contractor in consultation with the concrete subcontractor, concrete installation and design professionals. [Name of Contractor] is not responsible to test or ensure moisture content of the deck or substrate.

4. Asbestos and Toxic Materials. This proposal is based on [Name of Contractor] not encountering asbestos or other toxic materials ("ACTM"). [Name of Contractor] is not responsible for expenses, claims, or damages arising out of the presence, disturbance or removal of ACTM. [Name of Contractor] shall be compensated for additional expenses resulting from the presence of ACTM. Contractor agrees to indemnify [Name of Contractor] from and against any liability, damages, losses, claims, demands or actions arising out of the presence of ACTM.

5. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges, including charges, on work performed within ten (10) days of scheduled completion of the Work. At completion of the Work, or as directed by [Name of Contractor], Customer shall make monthly progress payments to [Name of Contractor] by the fifth (5th) day of each month, provided there is any work in progress during the preceding month. The five percent (5%) retention on the contract sum is paid to [Name of Contractor].

6. Right to Stop Work. The failure of Contractor to make progress payments to [Name of Contractor] when due shall, in addition to all other rights, constitute a breach of contract and shall enable [Name of Contractor] to cease work and discontinue work on the premises of the Owner. If funds are not paid within ten (10) days of the dates of any work, or within thirty (30) days of any work, [Name of Contractor] shall be entitled to recover from Customer all sums then due and owing. If [Name of Contractor] fails to make proper payment when due, [Name of Contractor] reserves the right to stop work on the project until all sums due and owing under the contract are paid.

7. Insurance. [Name of Contractor] will carry workers' compensation, automobile and commercial general liability fully insured and property damage insurance. [Name of Contractor] will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage, upon request. Customer shall provide and maintain builder's risk and property insurance, including the labor and material (L&M) bond furnished by [Name of Contractor]. Customer's insurance shall be maintained until the completion of the work and covered by Customer's insurance.

8. Additional Insured. If Customer requires, [Name of Contractor] agrees to name Customer as an additional insured on [Name of Contractor]'s liability insurance policy. Customer and [Name of Contractor] agree that the coverage of Customer is to be maintained as additional insured until the work is substantially complete. If the work is not substantially complete, Customer shall be bound by any terms of a claim against [Name of Contractor] by the named insured or any property damage insurance]

9. Interior Protection. The Owner acknowledges due to existing of an ongoing building own damage, or other damage or property damage or property damage insurance maintained by [Name of Contractor] and/or claims made under such insurance.

10. Additional Insured. If Customer requires, [Name of Contractor] agrees to name Customer as an additional insured on [Name of Contractor]'s liability insurance policy. Customer and [Name of Contractor] agree that the coverage of Customer is to be maintained as additional insured until the work is substantially complete. If the work is not substantially complete, Customer shall be bound by any terms of a claim against [Name of Contractor] by the named insured or any property damage insurance maintained by [Name of Contractor] and/or claims made under such insurance.
11. **Damages and Delays.** Hurley will not be responsible for damage due to Hurley's work or failure, including damage to property or work done by others. Any repairing of the work by Hurley will not be responsible for damage or delay caused by Hurley's work or failure, including damage to property or work done by others. Hurley shall not be liable for any delays caused by the owner during the delay was caused by Hurley. Hurley will not be responsible for delays or damage caused by circumstances beyond its reasonable control, including but not limited to acts of God, records, strikes, accidents, fires, weather, vandalism, earthquakes, strikes, jurisdictional disputes, labor or delay in transportation, damage to or inability to obtain materials, equipment or labor. In the event of such circumstances, Hurley's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work.

12. **Roof Projections.** Hurley will furnish roof projections that are in place prior to completion of the work as shown on the architectural plans provided to Hurley. Specifications not shown on the plans provided to Hurley prior to submission of this proposal or required after specifications of the contract are revised, will be utilized in the order for Hurley. Hurley shall be compensated at a customary rate for additional work resulting from additional specifications.

13. **Tolerances.** All lines and markings shall be finished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, line, width, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to assure that the work is in compliance with applicable codes and regulations and to specify or show on the work that it is to be performed by Hurley. Contractor shall be responsible for interior quality, including controlling mechanical equipment, HVAC work, interior work, work, ventilators, showers and other openings to prevent forces and gases from entering the building. Contractor is aware that wind pressures on buildings cause pressure and damage during the construction process. Certain people are more sensitive to these vibrations than others. Contractor shall hold Hurley harmless from claims from third parties relating to damage and damage that are not caused during the normal roof process.

15. **Material Cost Inclusion.** Steel panels, asphalt, polyisoprene, and other roofing materials are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Hurley. If there is a substantial increase in these or other roofing materials between the date of the proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to Hurley upon submission of written documentation and advance notice to Contractor.

16. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished to Contractor by Hurley shall be valid unless previously authorized in writing by Hurley and unless written notice is given to Hurley within five (5) days of the event, set an amount which is to be paid by the backcharge.

17. **Safety.** The owner guarantees that there will be no power lines or other work over the building or the roof will be covered and that Hurley will turn off any such power supplies to avoid further electrical control in Hurley's employees. Hurley's power in cases where there is not being electrical control or other materials furnished to the roof assembly or installed directly to the roof of any buildings or the roof of the roof deck upon which Hurley will be utilizing the new roof. Owner will indemnify Hurley from personal injury and other claims and expenses of Owner's death or any such power, any such personal injury or Hurley's personal or resulting from the presence of electrical control and/or electrical control. Hurley is responsible for personal injury or damage, including but not limited to, resulting from damage to, or on Hurley or any electrical equipment that exists or receives rainfall while roofing and Hurley is not responsible for any injuries sustained to others working on the roof. Hurley shall submit plans for roofing contractors to be working on the roof and the roof deck and Hurley shall not be responsible for any injuries sustained by persons or claims whose claims or injuries have occurred in the performance of this work.

18. **Availability of Site.** Hurley shall be provided with direct access to the work site, for the movement of materials and materials and direct access to the roof. Hurley shall not be required to begin work until the building area is ready and accessible to receive Hurley's work and movement of roof deck to clear and undisturbed and free from snow, water or debris for continued full operation. The expenses of any extra time by Hurley to and from the job as a result of the job not being ready for the work when Hurley has been notified no personal will be charged to the owner.

19. **Therm App. Conditions.**
TERMS AND CONDITIONS

30. Warranty: HRU’s work will be warranted to HRU in accordance with its standard warranty, which is made a part of this proposal and remains non-waivable or non-assignable. A warranty of HRU’s standard warranty is included or if not, will be furnished upon request. HRU DISCLAIMS ANY HARMFUL OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that the warranty shall be the exclusive remedy against HRU.

A manufacturer’s warranty shall be furnished to Customer if a manufacturer’s warranty is called for in the face of this proposal. It is expressly stated that in the event of alleged defect in the material or workmanship in the product, Customer shall have recourse only against the manufacturer of such material.

31. Existing Conditions. HRU is not responsible for leakage through the existing roof or any portion of the building that have not been owned by HRU.

32. Mold. HRU and Owner are القدم to report promptly to the roof leaks or any concerns related to hidden mold growths. Owner will make periodic inspections for signs of water intrusion and act promptly addressing any leaks to HRU if Owner believes there is a roof leak, to correct the condition. Upon receiving notice, HRU will make such repairs at the Owner’s expense. The Owner is responsible for monitoring any leaks and the manufacture of the leaks. HRU is not responsible for similar repairs. Owner will hold harmless and indemnify HRU from claims due to hidden or concealed mold growth or defects in the repair of such growth. Owner agrees to indemnify and hold harmless HRU from all claims brought by owners and their parties arising from mold growths.

33. Material References. HRU is not responsible for the actual verification of technical specifications of product manufacturer, i.e., R-value or WSM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

34. Oil-Painting. Metal roofing and specialty metal panels subject to paint changes or oil painting. The degree of oil-painting and the appearance of the panels shall vary depending on factors such as the location of the panel, size, shape, placement on roof, substrate condition, and exposure to elements. Oil painting is not to be authorized and the performance of the panels and is not guaranteed by HRU. HRU is not responsible for oil painting on the panels. Oil painting shall not be guaranteed with additional payment on project.

35. Dispute Resolution. If a dispute shall arise between HRU and Customer with respect to any matter or questions arising out of or relating to this agreement or the breach thereof, HRU and Customer will seek to negotiate the dispute. If negotiations are not successful, arbitration shall be administered by and conducted in accordance with the American Arbitration Association under the Commercial Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claims against HRU arising from this transaction or negligence by HRU must be asserted on or before two (2) years after HRU performed the roofing installation caused by such contract.
October 18, 2019

Springdale Parks & Recreation
1906 Cambridge St
Springdale, AR 72762

RE: Recreation Center HVAC ~ TIPS contract #190201.

The Service division of Multi-Craft Contractors, Inc. is pleased to present the following proposal.

Scope of work:

- Complete JSA (Job Site Safety Analysis) before work begins.
- Provide and install (12) packaged units with the following specifications:
  - 25 ton nominal capacity 294,000 btuh
  - Dry bulb economizers with CO2 sensors for Demand Control Ventilation
  - Powered Exhaust
  - 2 stage natural gas heat, 400,000 btuh input
  - Side discharge
  - Smoke detectors
  - Hail guards
- Form and pour (12) concrete pads to support the new packaged units.
- Install (2) bollards at each unit location for protection.
- Route the natural gas piping from existing gas line in purlin to the new unit locations including regulators, shut off valves and drip legs.
- Provide and install the insulated sheet metal duct system:
  - Supply will run up the side wall to appx 20’ AFF and feed a discharge grille designed to throw the air across the room for good air distribution,
  - Return will route up the side wall directly above the first purlin appx 8’ AFF and terminate to a wall mounted return grille.
- The new units will be controlled by a wall sensor located in a lock box next to each return grille.
- Provide and install control wiring between the sensors and equipment.
- Perform a complete start up after the installation is complete.
- Adjust supply grilles for proper air distribution.
- Provide the necessary lifts to perform this work.

Electrical Scope

- Conduit and wire from panel to (12) new air units
- Terminate wire, check voltage and rotation on all units
- Upgrade service to building from 600 amp to 1600 or 2000 amps
- New 3 phase 480 volt service entrance rated panel with shunt trip NEMA 3R

Quote: 19510180732

Attn; Chad Wolf
PH: 799-2086
cwolf@springdalear.gov
• Dig across driveway behind building for new service and replace with cold patch asphalt

Notes & Exclusions:
• Any fees from Power Company
• This proposal does not include pricing for the central office area HVAC, Electrical or Plumbing. MCC can provide pricing based on customers design requirements.
• Labor to demo or relocate existing Coenco fans for air distribution assistance is not included. MCC recommends using some of these fans for air circulation to assist the new HVAC units with the long air throw. MCC can provide pricing at the request of the customer.
• Demo of existing unit heaters or roof penetrations is not included. MCC can provide pricing at the request of the customer.
• MCC recommends replacing the roof and bringing the R value up to ASHRAE recommended values. These loads were figured based on a new TPO roof with 2" insulation. The roof is in need of replacement and to size the equipment for current roof condition would cost approximately $60,000 more in installation and equipment as well as a considerable amount of annual energy consumption/cost.
• A meeting with the Fire Marshall will need to take place to verify clearance in the north alley way between the new units and curb is sufficient to meet code.
• This bid is subject to review from the TIPS team project estimator.

Warranty:
• Equipment comes with the standard manufacturer’s warranty. (1 year all parts, 5 year compressor, 10 year heat exchanger)
• MCC will provide a 1-year labor warranty.

Total Price with 1600 amp gear and service: $892,140.00 (including labor, materials and taxes)

OR

Total Price with 2000 amp gear and service: $900,320.00 (including labor, materials and taxes)

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,
Michael Jones
PH: 479-236-8377

Notice to Proceed
Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

Payment Terms
On contracts exceeding $5,000, a 25% down payment will be required upon acceptance. Monthly progress payments may be required depending on the length of the project at MCC’s discretion. Progress payments will not exceed 50% of the total contract amount. The final 10% will be invoiced upon completion. Purchaser agrees to pay Multi-Craft Contractors, Inc. (MCC) for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Payments due in full no later than 30 days from invoice date. Credit Payments due and invoices unpaid shall bear interest at the maximum lawful rate. Terms as follows:

- Balance due net 30 days

Warranty and Exclusions
A. Customer will provide and permit reasonable access to all necessary areas. MCC will be allowed to start and stop equipment as necessary to perform its services and be permitted access to existing facilities and building services covered under this Agreement.
B. In the unlikely event of failure to perform its obligations, MCC’s liability is limited to repair or replacement, at its option. Under no circumstances will MCC be responsible for loss of use, loss of profits, or increased operating claims of the customer, or any special, indirect or consequential damages.
C. The Agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalance, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failure, untestable equipment, and operating the system(s).
D. MCC will not be liable for delays or failure to obligate due to fire, flood, freezing, unavailability of materials, acts of God, or any cause beyond reasonable control.
E. This Agreement does not include any services associated with improper operation, negligence except the negligence of MCC, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by MCC. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
F. MCC shall not be required to furnish any item of equipment, labor, or make special tests recommended or required by insurance companies, Federal, State, Municipal or other authorities except as otherwise included in this Agreement.
G. In the event either party commits a legal action in order to enforce any rights under this Contract, the successful party shall be entitled to all court costs and reasonable attorney’s fees as determined by the court for prosecuting and defending the claim, as the case may be.
H. MCC shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts of its contractors or its employees and in no event shall it be liable for consequential or speculative damages. MCC shall not be liable for expense incurred in removing, replacing or reworking any part of the building structure necessary to the execution of this Agreement. MCC shall not be held liable for any losses by reason of delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or agency.
I. In the event of additional freight, labor, or material costs resulting from the customer’s request, the customer agrees to pay these additional costs.
J. MCC’s service shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substances. In the event MCC contemplates such material in performing its work, MCC will have the right to discontinue work and remove its employees and the hazard is corrected or its disposition is hazard exists.
K. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is thus accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
L. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.

Disputes
Disputes arising out of or in relation to this document that cannot be resolved first through direct discussion between parties involved, shall be decided by arbitration at the location of the project or Multi-Craft Contractors Inc.’s office as Multi-Craft Contractors Inc.’s discretion and shall be governed by Arkansas law. This Agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

Page 3 of 4
**Quote Summary**

**Prepared For:**
Springdale Parks & Recreation  
P.O. Box 42  
Springdale, AR 72765  
Business: 479-283-0071  
cwolff@springdalear.gov

**Prepared By:**
Cole Combs  
P & K Equipment, Inc.  
604 Eastgate Street  
Stillwater, OK 74074  
Phone: 405-743-4050  
ccombs@pkkequipment.com

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**THANK YOU - WE APPRECIATE YOUR BUSINESS!**

**PRICES LISTED INCLUDE ALL APPLICABLE BONUSES & REBATES.**

**WARRANTY INFORMATION:** FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

**Equipment Summary**

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<tr>
<th>Description</th>
<th>Selling Price</th>
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**Equipment Total**  
$17,225.00

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<td>Sales Tax - (9.75%)</td>
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<td>Est. Service Agreement Tax</td>
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<td>Down Payment</td>
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<tr>
<td>Rental Applied</td>
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<td>Balance Due</td>
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</tr>
</tbody>
</table>

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**Salesperson:** X  
**Accepted By:** X

Confidential
Quote Id: 20763887

Prepared For:
Springdale Parks & Recreation

Prepared By: Cole Combs
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
Tel: 405-743-4050
Fax: 405-743-4089
Email: ccombs@pkequipment.com

Date: 07 November 2019
Offer Expires: 30 November 2019
ORDINANCE NO. ______

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to cemeteries in the City of Springdale;

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to specifically refer to Bluff Cemetery;

WHEREAS, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to add certain rules and regulations of Bluff Cemetery, so that citizens will be made aware of these rules and regulations, and to ensure the upkeep and beauty of Bluff Cemetery;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to amend the chapter heading to read as follows:

Chapter 30 – CEMETERIES BLUFF CEMETERY

Section 2: Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section to read as follows:

Sec. 30-2. – Rules and Regulations for Bluff Cemetery.

(a) Except for unusual and unforeseen emergencies, Bluff Cemetery shall be open to the public every day of the year from sunrise to sunset, and no one shall be in Bluff Cemetery before sunrise or after sunset.

(b) No dogs or other animals, except service animals, shall be permitted in Bluff Cemetery.

(c) No alcohol is allowed on cemetery grounds.

(d) Walking for exercise is permitted during normal operating hours.

(e) Placement of floral arrangements and other memorials shall be subject to the following:
   (1) Funeral flowers, holders, containers, baskets and easels shall be removed no later than the fifth day after a funeral service.
   (2) Glass containers, tin cans, and breakable plastic containers are not permitted.
   (3) No landscaping border of any kind shall be constructed around the perimeter of any burial plot. This includes benches or other items that interfere with cemetery maintenance.
   (4) No planting of live flowers, shrubs or trees are permitted.
   (5) Live cut flowers in permanent vases attached to the headstone are permitted, as are artificial flowers appropriate for the season and in permanent vases attached to the headstone.
(6) Special holiday arrangements placed on and around head stones as well as in permanent vases in the months of November and December may be left on graves no later than January 31, at which time any such arrangements remaining will be removed and discarded by the City.

(7) Memorial Day arrangements and wreaths that are not securely attached to head stones or in permanent vases will be removed by the City on or after June 30, or as necessary to allow for routine maintenance of the cemetery.

(8) Arrangements for other holidays not in keeping with these regulations will be removed at the time of the first mowing after the holiday.

(9) Any floral arrangements may be removed by the City when such arrangements become discolored, wilted, seasonally inappropriate, or unsightly in any manner.

(10) No person shall remove any plant or flower that is actively growing in the cemetery.

(11) Any decorations or memorials other than those allowed herein WILL BE REMOVED IMMEDIATELY upon discovery by the City and shall not be retained or stored.

(f) Any person violating any provisions of this section shall be subject to the penalties set out in the general penalty provision of section 1-9.

Section 3: All other provisions of Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

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

PASSED AND APPROVED this _______ day of ________________, 2019.

______________________________
Doug Sprouse, Mayor

ATTEST:

______________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

______________________________
Ernest B. Cate, City Attorney
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD ACCOUNTING RECORDS

WHEREAS, there is presently a shortage of storage space to maintain old records, and

WHEREAS, the storage of a large amount of paper accounting records could present a fire hazard, and

WHEREAS, the City Clerk/Treasurer has identified old accounting records to be destroyed, and

WHEREAS, Arkansas Code Ann. § 14-59-114 provides for the destruction of old accounting records with the permission of the City Council,

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

Section 1. The Mayor is hereby authorized to arrange for the destruction, by shredding, of the accounting records indicated on the attached affidavit, in accordance with Arkansas Code Ann. §14-59-114.

PASSED AND APPROVED this 26th day of November, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

__________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________
Ernest B. Cate, City Attorney
## 2019 Records to Be Destroyed

<table>
<thead>
<tr>
<th>BOX #</th>
<th>Description</th>
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<tbody>
<tr>
<td>2.</td>
<td>2014 Business License Receipts</td>
</tr>
<tr>
<td>3.</td>
<td>2011 Adjusting Journal Entries; Budget Adjusting Entries</td>
</tr>
<tr>
<td>5.</td>
<td>2014 Accounts Payable Reports (Binders)</td>
</tr>
<tr>
<td>8.</td>
<td>2005 Finance Director Workpapers (Audit Report)</td>
</tr>
<tr>
<td>9.</td>
<td>2014 Accounts Payable Invoices</td>
</tr>
<tr>
<td>10.</td>
<td>2013 Court Reports &amp; Bank Reconciliations</td>
</tr>
<tr>
<td>11.</td>
<td>2013 Court Reports &amp; Bank Statements</td>
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<td>12.</td>
<td>2014 Accounts Payable Invoices</td>
</tr>
<tr>
<td>13.</td>
<td>2011 Bank Reconciliations: Operating Acct, Dist Court (City/County, Small Claims, &amp; Civil), Series 2006 Bond Construction Fund, Sales &amp; Use Tax; Cash Posting Jan-Feb 2011; Cash Updates Jan-June 2011</td>
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</tbody>
</table>
14. PAYROLL REGISTERS & TIMESHEETS – JAN & FEB 2013
15. PAYROLL REGISTERS & TIMESHEETS – DEC 20, 2013; HOLIDAY & COUNCIL CHECKS 2012-2013
16. 2007-2008 FINANCE DIRECTOR WORKPAPERS
17. PAYROLL REGISTERS & TIMESHEETS – MARCH & APRIL 2013
19. 2014 CASH RECEIPTS COPIES (A-Z)
22. PROPERTY INSURANCE CLAIMS 2007-JUNE 2014