

REGULAR CALLED MEETING BOARD OF DIRECTORS

Boardroom

July 6, 2021

5:30 p.m.

AGENDA

1. Call to Order - Mayor Scott Byrd
2. Invocation
3. Approval of Board Minutes from June 15, 2021 – Mayor Byrd
4. Pinning Ceremony – Fire Dept EMT – Chief Hunt
5. Mutual Aid Agreements APD/DeGray/Caddo Valley – Gary Brinkley-Chief Hunt
6. Second Reading of Ordinance to Vacate a Portion of N. 9th St- Gary Brinkley
7. Request to Suspend the Rules for 3rd and Final Reading – Gary Brinkley
8. Community Family Enrichment Center Lease Agreement – Gary Brinkley
9. Fixed Asset Addition – Gary Brinkley
10. Executive Session to Discuss Annual City Manager Personnel Matter- Mayor Byrd
11. City Manager's Report – Gary Brinkley
12. Routine Business – Mayor Byrd
13. Adjournment – Mayor Byrd

Regular Meeting: Citizens speaking to the Board of Directors shall have a speaking time limit of **10 minutes**. The Board of Directors may ask follow up questions which may extend the time limit.

Open Session Forum: Speaking time limit is **5 minutes** a speaker may not yield his or her time to another speaker

**REGULAR CALLED MEETING
BOARD OF DIRECTORS**

Board Room

June 15, 2021

5:30 P.M.

MEMBERS:

Taylor Chaney, *Ward 1 Director*
Chris Porter, *Ward 2 Director (absent)*
Keith Crews, *Ward 3 Director*
Reo Cummings, *Ward 4 Director*
Jason Jones, *Ward 5 Director*
Roland Gosey, *Assistant Mayor*
Scott Byrd, *Mayor (Arrived at 5:32)*

OTHERS:

Gary Brinkley, *City Manager*
Samantha Roybal, *City Clerk*

CALL TO ORDER

The Mayor called the meeting to order at 5:32 p.m.

INVOCATION

Assistant Mayor Roland Gosey

APPROVAL OF BOARD MINUTES FROM JUNE 1, 2021

A motion was made by Director Chaney, seconded by Assistant Mayor Gosey to approve the minutes from the June 1, 2021 Board Meeting.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Absent”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

PROCLAMATIONS

The Mayor requested the Clerk read the proclamations of Appreciation for Dr. Kluck, Judge Tucker, Dr. Shepard and Kevin Jester regarding the countywide economic development tax vote and the Juneteenth declaration. The clerk read the proclamations.

PUBLIC HEARING TO VACATE A PORTION OF N. 9th ST.

Mayor Byrd adjourned the meeting at 5:40 pm and declared a Public Hearing. There was one citizen Keldon Henley that requested to speak on the matter. A discussion was held by the Board and Mr. Brinkley presented the facts. The Mayor adjourned the Public Hearing at 5:43.

FIRST READING OF ORDINANCE TO VACATE A PORTION OF N. 9th ST.

Mr. Brinkley requested the Board place the Ordinance on its first reading. The Mayor requested that the Clerk read the Ordinance.

A motion was made by Director Jones, seconded by Director Chaney to place the Ordinance on its first reading and following the reading, place it on its second reading at the next scheduled meeting.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Absent”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

MLK VISION COMMITTEE MEMBER CHANGE

Mr. Brinkley requested the Board removed Ms. Carrie Price who has relocated to another city and add Ms. Martha Dixon to the Committee.

A motion was made by Director Chaney, seconded by Assistant Mayor Gosey to remove Ms. Carrie Price and add Ms. Martha Dixon to the Committee.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Absent”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

APPROVAL TO ESTABLISH ARPA GRANT BANK ACCOUNT

Mr. Brinkley requested the Board approve the opening of a banking account know as the ARPA Grant Account to receive funds from the Federal ARPA Grant. This is for accountability purposes regarding the grant funds.

A motion was made by Director Crews, seconded by Director Cummings to open the ARPA Grant Account.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Absent”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

AMU- GUM SPRINGS UPDDATE/CRIST ENGINEERS AMEND. #2

Mr. Brinkley requested the Board approve Amendment #2 to the Crist Engineering contract. The scope was increased to cover the design, bid, pre-construction, and construction management service for additional work. The increase in the contract for all 4 services is \$35,824.00.

A motion was made by Director Chaney, seconded by Director Jones to approve the Crist Engineering second Amendment increasing the amount for all four services to \$35,824.00.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Absent”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

MASTER SERVICE AGREEMENT WITH CRIST ENGINEERS

Mr. Brinkley requested the Board approve a Master Service Agreement between the City of Arkadelphia and Crist Engineers, Inc.

A motion was made by Director Jones, seconded by Director Cummings to approve a Master Service Agreement with Crist Engineers, Inc.

The motion passed on a roll call vote and the vote was as follows:

Taylor Chaney	“Aye”	Roland Gosey	“Aye”
Chris Porter	“Absent”	Jason Jones	“Aye”
Reo Cummings	“Aye”	Mayor Byrd	“Aye”
Keith Crews	“Aye”		

CITY MANAGER’S REPORT

June 15, 2021

- The Street Crew continues prepping for the slurry sealing earlier than normal. Please keep them in mind as you travel the city in the next few weeks.
- Monday night began the annual flushing of the fire hydrants. This usually disturbs the pipes and causes the water to be momentarily color-stained. This will be repeated over the next 3 Monday nights. PLEASE watch for updates

and/or the firemen are working in your area, shut off your ice makers and once the firemen have left, flush out your water pipes.

- The contractor on the Streetscape project has begun addressing his punch list items. We hope he is completed by the end of the month.
- Reminder, the Police Dept is accepting applications to fill 2 vacancies. Applications may be picked up at the Police Station and must be completed and turned in by June 25th.
- Aquatic Park Update - The pool play structure has been a huge hit. This Saturday they reached capacity and there was a wait to get into the park! They served 1,429 people this weekend. The hard work of cleaning up the facility and adding new amenities over the last 2 years seems to be paying off.
- There will be several baseball and softball tournaments coming to town over the next 3 weeks. Be sure to thank these folks for coming to town. We love that tourism business.

Dates to Remember

- Ribbon cutting for the Fairfield Inn & Suites is this Thursday at 4:00 pm.
- The NAACP Juneteenth celebration will be on Saturday starting at Noon. Events will take place in Feaster Park at the pavilion behind the Community Family Enrichment Center.
- The Movie in the Park event is June 24th at 9:00 pm. Note the later start time due to sundown being later in the year. Our thanks to Southwest Auto Collection and Suddenlink for sponsoring the movie and free snow cones.

ROUTINE BUSINESS

Taylor Chaney, Ward 1 – He believes it takes special people to do what they did. He appreciates the work they did. He also appreciates the Juneteenth proclamations and he is excited about the MLK park.

Chris Porter, Ward 2 – Absent

Keith Crews, Ward 3 – He is proud of Clark County for passing and supporting the economic development tax. He is thankful for the citizens and for the funds that we now have for capital and operational needs.

Reo Cummings, Ward 4 – Invites the public to the Juneteenth celebration Saturday, June 19, 2021. The celebration will have food, fun, and bounce houses for the kids. He also addressed the need for the old baseball field to be mowed.

Jason Jones, Ward 5 – Thankful for the gentlemen who helped educate the community about the tax. He is thankful for the tax passage and how well the gentlemen took on the challenges of working with the community.

Roland Gosey, Assistant Mayor – Congratuled Tate Temple for their investment in our community. The believes the MLK meeting was successful and thankful that Dr. Hill will be leading the fund-raising since he is well connected. Thankful to Dr. Kluck, Dr. Shepherd, J.L. Griffin, Judge Troy Tucker, and Kevin Jester for their work.

Scott Byrd, Mayor – He echoed the Assitant Mayor’s sentiments. Thankful for the MLK park plans and excited for Dr. Hill.

ADJOURNMENT

There being no further business to discuss, Assistant Mayor Gosey made the motion, seconded by Director Crews to adjourn. **The motion passed unanimously, and the meeting adjourned at 6:20 p.m.**

Scott Byrd, Mayor

Samantha Roybal, City Clerk

ADDITIONAL ATTENDEES

Dr. Lewis Shepherd
Chuck Fitzsimmons
David Green
Jason Jackson
Keldon Henley
DeAnna Graves
Henry Wilson
Johnny Harris
Julie Lacy
Shacresha Wilson
J.L. Griffin
Dr. Wesley Kluck



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: July 1, 2021
Re: Pinning Ceremony for EMT Certifications

A handwritten signature in blue ink, appearing to be 'Gary Brinkley', written over the 'From:' field of the memorandum.


As part of the growth plan for the Arkadelphia Fire Dept, staff is encouraged to archive the designation of Emergency Medical Technician or EMT. This is a nationally recognized designation which requires a significant amount of study and the passage of a national standardized test.

It is our honor tonight to have Chief Hunt here to pin the EMT badges on the following seven (7) persons who have achieved this designation:

Captain Andy Neel
Captain Ryan Wade
Lt. Beau Bishop
FF Blake Ausley
FF Josh McGill
FF Kevin Tate
VFF Hannah Fenocchi



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager 
Date: June 22, 2021,
Re: Mutual Aid Agreement with DeGray Fire District &
City of Caddo Valley

Attached for your review and approval please find a Mutual Aid Agreement for both DeGray Fire Dept and the City of Caddo Valley with the City of Arkadelphia to provide mutual aid on structure fires. This already occurs in most instance.

The purpose of the formalization is to aid us in our ISO rating. It allows us to document the additional equipment and man power when ISO auditors review our city. It also helps these neighboring communities with their ratings.

The agreements have been reviewed by City Attorney McCorkle and approved for your consideration.

Your approval is requested.

Thank you.

Automatic Aid Agreement

City of Arkadelphia

&

DeGray Fire District

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 15th day of June 20th by and between the Degray Fire District and the Fire District/ City of Arkadelphia.

1. DUAL RESPONSE AREA

A. Dual Response Area - Geographic Limits. This Agreement shall apply to all incidents requiring the need of a fire department for structure fires in residential, commercial, recreational and rural properties. This Agreement applies to all Structure Fire Incidents received by the Clark County and Arkadelphia Dispatch Centers for addresses or occupancies within the Arkadelphia and Degray Fire Districts.

B. Situations Where Aid is Provided. All calls for fire services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from Arkadelphia and Degray Fire Departments. To accomplish this, the Clark County Dispatch Center and Arkadelphia Dispatch Center shall simultaneously dispatch Fire Departments. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

C. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

2. AUTOMATIC AID ENGINE COMPANY RESPONSE

As part of this Agreement, Arkadelphia Fire Department and Degray Fire Department shall respond when available with a staffed engine company to all reported or confirmed structure fires at locations within either department's fire district. The dispatch of the auto-aid engine company will be made with the initial dispatch to the reported fire by the Clark County Communications Center and the Arkadelphia Dispatch Center.

3.PERSONNEL AND EQUIPMENT

The Arkadelphia Fire Chief and the Degray Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases, responses will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the remaining responding units.

4.LIABILITY/INDEMNIFICATION

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.

5.PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

DEGRAY FIRE DISTRICT

**CITY/ FIRE DISTRICT
OF ARKADELPHIA**

By: *Jean C. Tate*
Mayor/ Chief

By: _____
Mayor Scott Byrd

Witness: _____

Witness: _____

Automatic Aid Agreement

City of Arkadelphia

&

City of Caddo Valley

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this 15th day of June, 2021 by and between the Fire District/ City of Caddo Valley and the Fire District/ City of Arkadelphia.

1. DUAL RESPONSE AREA

A. Dual Response Area - Geographic Limits. This Agreement shall apply to all incidents requiring the need of a fire department for structure fires in residential, commercial, recreational and rural properties. This Agreement applies to all Structure Fire Incidents received by the Clark County and Arkadelphia Dispatch Centers for addresses or occupancies within the Arkadelphia and Caddo Valley Fire Districts.

B. Situations Where Aid is Provided. All calls for fire services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from Arkadelphia and Caddo Valley Fire Departments. To accomplish this, the Clark County Dispatch Center and Arkadelphia Dispatch Center shall simultaneously dispatch Fire Departments. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.

C. No Reimbursement for Costs. No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

2. AUTOMATIC AID ENGINE COMPANY RESPONSE

As part of this Agreement, Arkadelphia Fire Department and Caddo Valley Fire Department shall respond when available with a staffed engine company to all reported or confirmed structure fires at locations within either department's fire district. The dispatch of the auto-aid engine company will be made with the initial dispatch to the reported fire by the Clark County Communications Center and the Arkadelphia Dispatch Center.

3.PERSONNEL AND EQUIPMENT

The Arkadelphia Fire Chief and the Caddo Valley Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases, responses will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the remaining responding units.

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Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.

5.PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

**CITY/ FIRE DISTRICT
OF CADDO VALLEY**

**CITY/ FIRE DISTRICT
OF ARKADELPHIA**

By: *James C. Tate*
Mayor/ Chief


By: _____
Mayor Scott Byrd

Witness: _____

Witness: _____



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager 
Date: June 22, 2021
Re: Ordinance to Vacate a Portion of N. 9th St
Second Reading

Following the second reading, staff requests you place the Ordinance on its third.

At the request of Ouachita Baptist University, the next agenda item is for you to suspend the rules and place the ordinance on its third and final reading.

Staff has no objections to Ouachita Baptist University's request to move forward with the 3rd reading, title only, and adoption of the ordinance tonight. OBU owns all the property in the affected area and there are no extenuating circumstances that should hold up the final reading and adoption.

This approval will aid OBU in the timing of their plans to develop this area.

Thank you.

ORDINANCE NO. O-21-

AN ORDINANCE TO VACATE A PORTION OF A STREET LOCATED AT 9TH STREET NORTH OF HICKORY STREET IN THE HARDY & BARKMAN'S ADDITION.

WHEREAS, A Petition was filed with the Board of Directors of the City of Arkadelphia, Arkansas on May 26, 2021 to vacate and abandon a portion of North 9th Street designated on the lots and block of the Hardy & Barkman's Addition to the City of Arkadelphia and;

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement of the portion thereof, herein before described, as heretofore been dedicated to the public, use as an easement herein described; that the owners of the property abutting upon the portion of North 9th Street to be vacated have filed with the Board of Directors their written consent to abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the portion of North 9th Street.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

SECTION 1: The City of Arkadelphia, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the portion of North 9th Street designated as follows:

308 N 9th Street- A part of Lot 3 in Hardy & Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the Plat thereof, recorded in Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, particularly described as commencing at the SE Corner of said Lot 3 and running thence West 100 feet; thence North 75 feet to the Point of Beginning, thence run North 60 feet; thence West 100 feet; thence South 60 feet; thence East 100 feet back to the Point of Beginning.

312 N. 9th Street- Commence at the SE Corner of Lot 3 of Hardy and Barkman's Survey Addition to the City of Arkadelphia, Clark County, Arkansas and run thence West 100 feet, thence North 135 feet to the Point of Beginning, thence run West 100 feet; thence North 50 feet; thence East 100 feet; thence South 50 feet to the Point of Beginning, being a plot of ground 50 feet North and South by 100 feet East and West.

316 N. 9th Commencing at the SE corner of Lot 3 of Hardy and Barkman's Survey of the City of Arkadelphia, Clark County, Arkansas, and run thence West 100 feet; run thence North 185 feet to the Point of Beginning of this description; run thence West 100 feet; run thence North 50 feet; run thence East 100 feet; run thence South 50 feet to the Point of Beginning, being located partly in Lot 3 and partly in Lot 10, according to the recorded plat of said addition.

320 N. 9th Street - A part of Lot 10 in Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the plat thereof of record In Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, and particularly described as commencing at the SE corner of Lot 3 of said Hardy and Barkman's Addition and run thence West 100 feet; thence North 235 feet to the Point of Beginning; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South 50 feet to the Point of Beginning.

326 N. 9th Street - A part of Lot 10, Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, described as commencing at the NW corner thereof and running thence East 11 feet; thence South 31 feet; thence East 90 feet to the SE corner of the George T. Blackmon lot, which is the Point of Beginning; from thence run South 64 feet to the South line of the North Half (N1/2) of said Lot 10; thence West along the South line of the N1/2 of Lot 10, a distance of 85 feet, more or less, to 9th Street; thence North 64 feet; thence East 85 feet to the Point of Beginning.

330 N. 9th Street- AND ALSO a part of Lot 10 and Lot 15 of the said Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, more particularly described as follows: Commencing at the Northwest corner of Lot 10 and run thence East 11 feet to the Point of Beginning; thence South 31 feet; thence East 90 feet; thence North 54 feet; thence West 90 feet; thence South 23 feet back to the Point of Beginning

Parcel 74-01198-000 - A part of Lot 15 of Hardy and Barkman's Addition to the City of Arkadelphia" Clark County, Arkansas, an a part of McMillan Street, which at this point is closed, more particularly described as follows: Commencing at the Northwest corner of Lot 10 of said Hardy and Barkman's Addition and run thence East 11 feet; thence North 23 feet to the Point of Beginning; thence North 64 feet; thence East 90 feet; thence South 64 feet; thence West 90 feet back to the Point of Beginning.

902 Hickory- A part of Lot 4 of Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, particularly described as commencing at the SE corner of said Lot 4 and run thence North 100 feet; thence West 90 feet; thence South 100 foot; thence East 90 feet to the Point of Beginning.

9th Street- A part of Lot 4 of Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the plat of record In Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, described as commencing at the NE corner of said Lot 4 and run thence West 90 foot; thence South 80 foot; thence East 80 feet; thence North 90 feet to the Point of Beginning.

Description of replatted parcels: A parcel of land being a part of Lot 4 and Lot 9 and a part of a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas and being described as follows: Begin at the Southwest corner of said Lot 4, the point of beginning, thence North 00°14'13" West along the West lines of Lot 4 and Lot 9, A distance of 288.35 feet; THENCE North 84°29'35" East more or less along a rock wall and extension thereof, a distance of 130.54 feet; THENCE North 00°14'21" West, a distance of 78.19 feet to the North line of said Lot 9 this point also being the South line of said closed street; THENCE North 00°14'21" West, a distance of 74.82 feet to the South line of Lot 16, this point also being the North line of said closed street; THENCE North 89°37'57" East along the North line of said closed street, a distance of 120 feet; THENCE South 00°14'13" East, a distance of 76.45 feet to the South line of said closed street; THENCE North 89°35'21" West, a distance of 30.00 feet to the Northeast corner of said Lot 9; THENCE South 00°14'13" East, a distance of 190.00 feet to the Southeast corner of said Lot 9: THENCE North 89°35'21" West along the South line of said Lot 9, a distance of 96.00 feet; THENCE South 00°14'13" East, a distance of 190.00 feet to the South line of Lot 4; THENCE North 89°35'21" West, a distance of 124.00 feet to the point of beginning. Containing 63,393 square feet, more or less.

9th Street easement description: An easement being located in a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas, and being described as follows: begin at the Northeast corner of said Lot 9, THENCE South 00°14'13" East, a distance of 10.43 feet to a point on a curve concave to the Southeast having a radius of 25.00 feet and a central angle of 23°31'27" and being subtended by a chord which bears North 42°41'08" East 44.05 feet this point being on the Western side of the curb of Ninth Street; THENCE Northerly, Northeasterly, and Easterly along said curve, said curve being the Western and Northern back of curb on Ninth Street, a distance of 53.90 feet; THENCE leaving said back of curb South 00°19th Street- A part of Lot 4 of Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the plat of record In Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, described as commencing at the NE corner of said Lot 4 and run thence West 90 foot; thence South 80 foot; thence East 80 feet; thence North 90 feet to the Point of Beginning.

Description of replatted parcels: A parcel of land being a part of Lot 4 and Lot 9 and a part of a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas and being described as follows: Begin at the Southwest corner of said Lot 4, the point of beginning, thence North 00°14'13" West along the West lines of Lot 4 and Lot 9, A distance of 288.35 feet; THENCE North 84°29'35" East more or less along a rock wall and extension thereof, a distance of 130.54 feet; THENCE North 00°14'21" West, a distance of 78.19 feet to the North line of said Lot 9 this point also being the South line of said closed street; THENCE North 00°14'21" West, a distance of 74.82 feet to the South line of Lot 16, this point also being the North line of said closed street; THENCE North 89°37'57" East along the North line of said closed street, a distance of 120 feet; THENCE South 00°14'13" East, a distance of 76.45 feet to the South line of said closed street; THENCE North 89°35'21" West, a distance of 30.00 feet to the Northeast corner of said Lot 9; THENCE South 00°14'13" East, a distance of 190.00 feet to the Southeast corner of said Lot 9: THENCE North 89°35'21" West along the South line of said Lot 9, a distance of 96.00 feet; THENCE South 00°14'13" East, a distance of 190.00 feet to the South line of Lot 4; THENCE North 89°35'21" West, a distance of 124.00 feet to the point of beginning. Containing 63,393 square feet, more or less.

9th Street easement description: An easement being located in a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas, and being described as follows: begin at the Northeast corner of said Lot 9, THENCE South 00°14'13" East, a distance of 10.43 feet to a point on a curve concave to the Southeast having a radius of 25.00 feet and a central angle of 23°31'27" and being subtended by a chord which bears North 42°41'08" East 44.05 feet this point being on the Western side of the curb of Ninth Street; THENCE Northerly, Northeasterly, and Easterly along said curve, said curve being the Western and Northern back of curb on Ninth Street, a distance of 53.90 feet; THENCE leaving said back of curb South 00°1

SECTION 2: Abandonment is subject to the utility easements and/or other easements. Ouachita Baptist University acknowledges the easements and if necessary, will pay all costs associated with any required relocation.

SECTION 3: A copy of the Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Clark County and recorded in the deed records of the county.

SECTION 4: Any ordinance or parts of ordinances in conflict herewith are hereby repealed and this ordinance shall be in full force and effect from and after its passage and publication.


PASSED AND APPROVED this ___ day of _____, 2021.

APPROVED: _____
Scott Byrd, Mayor

ATTEST: _____
Samantha Roybal, City Clerk



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager 
Date: July 6, 2021
Re: Request to Suspend the Rules and Place Ordinance to Vacate a Portion of N. 9th St on its Third and Final Reading

Having conclude the second reading of the ordinance title only, at the request of Ouachita Baptist University and concurrence with staff, you are hereby requested to suspend the rules and place the ordinance on its third and final reading.

OBU owns all the property in the affected area and there are no extenuating circumstances that should hold up the final reading and adoption.

Following the third reading, title only, staff recommends you adopt the ordinance.

Thank you.

ORDINANCE NO. O-21-

AN ORDINANCE TO VACATE A PORTION OF A STREET LOCATED AT 9TH STREET NORTH OF HICKORY STREET IN THE HARDY & BARKMAN'S ADDITION.

WHEREAS, A Petition was filed with the Board of Directors of the City of Arkadelphia, Arkansas on May 26, 2021 to vacate and abandon a portion of North 9th Street designated on the lots and block of the Hardy & Barkman's Addition to the City of Arkadelphia and;

WHEREAS, after due notice as required by law, the council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question and has ascertained that the easement of the portion thereof, herein before described, as heretofore been dedicated to the public, use as an easement herein described; that the owners of the property abutting upon the portion of North 9th Street to be vacated have filed with the Board of Directors their written consent to abandonment; and that public interest and welfare will not be adversely affected by the abandonment of the portion of North 9th Street.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY OF ARKADELPHIA, ARKANSAS:

SECTION 1: The City of Arkadelphia, Arkansas releases, vacates, and abandons all its rights, together with the rights of the public generally, in and to the portion of North 9th Street designated as follows:

308 N 9th Street- A part of Lot 3 in Hardy & Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the Plat thereof, recorded in Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, particularly described as commencing at the SE Corner of said Lot 3 and running thence West 100 feet; thence North 75 feet to the Point of Beginning, thence run North 60 feet; thence West 100 feet; thence South 60 feet; thence East 100 feet back to the Point of Beginning.

312 N. 9th Street- Commence at the SE Corner of Lot 3 of Hardy and Barkman's Survey Addition to the City of Arkadelphia, Clark County, Arkansas and run thence West 100 feet, thence North 135 feet to the Point of Beginning, thence run West 100 feet; thence North 50 feet; thence East 100 feet; thence South 50 feet to the Point of Beginning, being a plot of ground 50 feet North and South by 100 feet East and West.

316 N. 9th Commencing at the SE corner of Lot 3 of Hardy and Barkman's Survey of the City of Arkadelphia, Clark County, Arkansas, and run thence West 100 feet; run thence North 185 feet to the Point of Beginning of this description; run thence West 100 feet; run thence North 50 feet; run thence East 100 feet; run thence South 50 feet to the Point of Beginning, being located partly in Lot 3 and partly in Lot 10, according to the recorded plat of said addition.

320 N. 9th Street - A part of Lot 10 in Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the plat thereof of record In Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, and particularly described as commencing at the SE corner of Lot 3 of said Hardy and Barkman's Addition and run thence West 100 feet; thence North 235 feet to the Point of Beginning; thence West 100 feet; thence North 50 feet; thence East 100 feet; thence South 50 feet to the Point of Beginning.

326 N. 9th Street - A part of Lot 10, Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, described as commencing at the NW corner thereof and running thence East 11 feet; thence South 31 feet; thence East 90 feet to the SE corner of the George T. Blackmon lot, which is the Point of Beginning; from thence run South 64 feet to the South line of the North Half (N1/2) of said Lot 10; thence West along the South line of the N1/2 of Lot 10, a distance of 85 feet, more or less, to 9th Street; thence North 64 feet; thence East 85 feet to the Point of Beginning.

330 N. 9th Street- AND ALSO a part of Lot 10 and Lot 15 of the said Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, more particularly described as follows: Commencing at the Northwest corner of Lot 10 and run thence East 11 feet to the Point of Beginning; thence South 31 feet; thence East 90 feet; thence North 54 feet; thence West 90 feet; thence South 23 feet back to the Point of Beginning

Parcel 74-01198-000 - A part of Lot 15 of Hardy and Barkman's Addition to the City of Arkadelphia" Clark County, Arkansas, an a part of McMillan Street, which at this point is closed, more particularly described as follows: Commencing at the Northwest corner of Lot 10 of said Hardy and Barkman's Addition and run thence East 11 feet; thence North 23 feet to the Point of Beginning; thence North 64 feet; thence East 90 feet; thence South 64 feet; thence West 90 feet back to the Point of Beginning.

902 Hickory- A part of Lot 4 of Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, particularly described as commencing at the SE corner of said Lot 4 and run thence North 100 feet; thence West 90 feet; thence South 100 foot; thence East 90 feet to the Point of Beginning.

9th Street- A part of Lot 4 of Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the plat of record In Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, described as commencing at the NE corner of said Lot 4 and run thence West 90 foot; thence South 80 foot; thence East 80 feet; thence North 90 feet to the Point of Beginning.

Description of replatted parcels: A parcel of land being a part of Lot 4 and Lot 9 and a part of a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas and being described as follows: Begin at the Southwest corner of said Lot 4, the point of beginning, thence North 00°14'13" West along the West lines of Lot 4 and Lot 9, A distance of 288.35 feet; THENCE North 84°29'35" East more of less along a rock wall and extension thereof, a distance of 130.54 feet; THENCE North 00°14'21" West, a distance of 78.19 feet to the North line of said Lot 9 this point also being the South line of said closed street; THENCE North 00°14'21" West, a distance of 74.82 feet to the South line of Lot 16, this point also being the North line of said closed street; THENCE North 89°37'57" East along the North line of said closed street, a distance of 120 feet; THENCE South 00°14'13" East, a distance of 76.45 feet to the South line of said closed street; THENCE North 89°35'21" West, a distance of 30.00 feet to the Northeast corner of said Lot 9; THENCE South 00°14'13" East, a distance of 190.00 feet to the Southeast corner of said Lot 9; THENCE North 89°35'21" West along the South line of said Lot 9, a distance of 96.00 feet; THENCE South 00°14'13" East, a distance of 190.00 feet to the South line of Lot 4; THENCE North 89°35'21" West, a distance of 124.00 feet to the point of beginning. Containing 63,393 square feet, more or less.

9th Street easement description: An easement being located in a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas, and being described as follows: begin at the Northeast corner of said Lot 9, THENCE South 00°14'13" East, a distance of 10.43 feet to a point on a curve concave to the Southeast having a radius of 25.00 feet and a central angle of 23°31'27" and being subtended by a chord which bears North 42°41'08" East 44.05 feet this point being on the Western side of the curb of Ninth Street; THENCE Northerly, Northeasterly, and Easterly along said curve, said curve being the Western and Northern back of curb on Ninth Street, a distance of 53.90 feet; THENCE leaving said back of curb South 00°19th Street- A part of Lot 4 of Hardy and Barkman's Addition to the City of Arkadelphia, Clark County, Arkansas, according to the plat of record In Book G at Pages 422-423 of the Deed Records of Clark County, Arkansas, described as commencing at the NE corner of said Lot 4 and run thence West 90 foot; thence South 80 foot; thence East 80 feet; thence North 90 feet to the Point of Beginning.

Description of replatted parcels: A parcel of land being a part of Lot 4 and Lot 9 and a part of a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas and being described as follows: Begin at the Southwest corner of said Lot 4, the point of beginning, thence North 00°14'13" West along the West lines of Lot 4 and Lot 9, A distance of 288.35 feet; THENCE North 84°29'35" East more of less along a rock wall and extension thereof, a distance of 130.54 feet; THENCE North 00°14'21" West, a distance of 78.19 feet to the North line of said Lot 9 this point also being the South line of said closed street; THENCE North 00°14'21" West, a distance of 74.82 feet to the South line of Lot 16, this point also being the North line of said closed street; THENCE North 89°37'57" East along the North line of said closed street, a distance of 120 feet; THENCE South 00°14'13" East, a distance of 76.45 feet to the South line of said closed street; THENCE North 89°35'21" West, a distance of 30.00 feet to the Northeast corner of said Lot 9; THENCE South 00°14'13" East, a distance of 190.00 feet to the Southeast corner of said Lot 9; THENCE North 89°35'21" West along the South line of said Lot 9, a distance of 96.00 feet; THENCE South 00°14'13" East, a distance of 190.00 feet to the South line of Lot 4; THENCE North 89°35'21" West, a distance of 124.00 feet to the point of beginning. Containing 63,393 square feet, more or less.

9th Street easement description: An easement being located in a closed street lying between Lot 9 and Lot 16 of Hardy and Barkman's Addition to the City of Arkadelphia, Arkansas, and being described as follows: begin at the Northeast corner of said Lot 9, THENCE South 00°14'13" East, a distance of 10.43 feet to a point on a curve concave to the Southeast having a radius of 25.00 feet and a central angle of 23°31'27" and being subtended by a chord which bears North 42°41'08" East 44.05 feet this point being on the Western side of the curb of Ninth Street; THENCE Northerly, Northeasterly, and Easterly along said curve, said curve being the Western and Northern back of curb on Ninth Street, a distance of 53.90 feet; THENCE leaving said back of curb South 00°1

SECTION 2: Abandonment is subject to the utility easements and/or other easements. Ouachita Baptist University acknowledges the easements and if necessary, will pay all costs associated with any required relocation.

SECTION 3: A copy of the Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of Clark County and recorded in the deed records of the county.

SECTION 4: Any ordinance or parts of ordinances in conflict herewith are hereby repealed and this ordinance shall be in full force and effect from and after its passage and publication.

PASSED AND APPROVED this ___ day of _____, 2021.


APPROVED: _____
Scott Byrd, Mayor

ATTEST: _____
Samantha Roybal, City Clerk



MEMORANDUM

To: Mayor Byrd & Board of Directors
From: Gary Brinkley, City Manager
Date: June 24, 2021
Re: Lease Agreement with the Community Family Enrichment Center, Inc.



The lease with the Community Family Enrichment Center, Inc. ("CFEC") has terminated and we are currently operating on month-to-month tenancy.

The original lease dated March 2, 2000 was for ten (10) years. The lease was extended (10) additional years per the renewal option contained within the original agreement.

It is our high honor to recommend to you a new lease agreement with the Community Family Enrichment Center, Inc. for another ten (10) year period. The lease also includes a renewal option for five (5) additional years if all provisions are being met.

The CFEC, Inc has provided a valuable service to this community in educational, recreational, health and social services. One of the most vital task during the pandemic, being the operation of the food pantry.

The agreement has been reviewed by City Attorney McCorkle and approved.

Your approval of the lease agreement is requested.

Thank you.

LEASE AGREEMENT

This Lease Agreement is made and entered into effective this 1st day of July 2021, by and between The City of Arkadelphia, Arkansas, hereinafter referred to as "LANDLORD", and The Community Family Enrichment Center, Inc., an Arkansas Non-Profit Corporation, hereinafter referred to as "TENANT".

The LANDLORD, owns the real property known as the Community Family Enrichment Center located within The City of Arkadelphia, Arkansas which is used for providing education and social services and,

The TENANT is a Not-for-Profit Corporation, desiring to lease the Community Family Enrichment Center that will provide educational, recreational, health, and social service programs for all residents of all ages within the local community; and

The TENANT proposes that it will operate the Community Family Enrichment Center in conjunction with local government and not-for-profit or quasi-governmental entities in order to provide integrated education, health, social services, recreational, and cultural programs; and

WHEREAS, it has been determined by the National Park Service that the use of the Facility by the Community Family Enrichment Center, Inc. will not be violative of the terms of the Grant provided by the National Park Service for outdoor recreation at Feaster Park; and,

The Board of the City of Arkadelphia, Arkansas, on March 2, 2000, approved a ten (10) year lease and on February 4, 2010 the Board of Directors extended the lease ten (10) years with an expiration date of March 31, 2020 and the lease has remained in month-to-month tenancy since that time.

LANDLORD AND TENANT hereby agree to the following:

1. Lease. LANDLORD will lease to TENANT the Community Family Enrichment Building and 2+/- acres of grounds on which it resides, generally reflected upon the plat attached hereto as Exhibit "A." Also known as 301 North 23rd Street, Arkadelphia, Arkansas 71923 the "Leased Premises".

2. Term. The term of this lease shall be for ten (10) years commence on July 1, 2021, and shall end on the 30th day of June 2031.

3. Consideration. The consideration to the City of Arkadelphia for this lease is that the Community Family Enrichment Center, Inc. will provide a safe, non-threatening educational and recreational environment for children and families, thus enabling citizens of Arkadelphia, Arkansas to enjoy certain social services that are for the public benefit and would not have been available without the TENANT acting as a focal point for legislative grants, charitable grants, and a partnership with other not-for-profit organizations, governmental, and quasi-government entities that provide programs and support for the community learning center and its operation.
4. Taxes. The real property and improvements will be owned by the City of Arkadelphia, Arkansas, and it is not anticipated that there will any real estate taxes due and owing. Should there be any change in the tax code or tax laws that require real estate taxes to be paid for the center during the term of the lease, such real estate taxes will be borne by TENANT.
5. Insurance. TENANT shall obtain and keep in force during the entire term of this lease or any extensions thereof, a public liability policy of limits not less than \$100,000 per person, \$300,000 per accident, in which the LANDLORD shall be named as a co-insured. Furnishing and accepting liability insurance does not waive the LANDLORD's statutory immunity, which immunity is expressly reserved. TENANT shall from time to time, and specifically upon request, furnish to LANDLORD a copy of the policy declarations reflecting LANDLORD as a named insured on such property and liability insurance.
6. Damage or Destruction of Leased Premises. In the event that the leased premises are damaged or destroyed, the TENANT shall use the proceeds of such insurance as it has on the leased premises, to promptly repair and rebuild the demised premises. If TENANT elects to terminate this lease without reconstructing the premises, then the insurance proceeds shall be paid to LANDLORD.
7. Repairs, Alterations, and Maintenance. The TENANT shall be responsible for the maintenance associated with the leased premises or improvements thereto. The TENANT shall be responsible for and maintain the leased premises in a clean condition, free of rubbish and debris both inside and outside the improvements to the real property.
8. Utilities. TENANT shall bear all utility expenses attributable to the leased premises and shall hold LANDLORD harmless therefrom.

9. Optional Terms. TENANT shall have an option to renew this lease at the expiration of the primary term for an optional term of five (5) years, provided that TENANT has met its mission of operating a facility providing educational, recreational, health, and social service programs for all residents of all ages within the local community and provided that Tenant is not in default of any of the lease provisions. The terms and conditions of the lease may be modified by LANDLORD during the optional term to take into account any change in the method of operation of the facility by TENANT.

10. Inspection of the Leased Premises. LANDLORDS, their employees, agents, or brokers shall be privileged to visit, enter and be upon the leased premises at any reasonable hour, for all lawful purposes.

11. Management of Demised Premises. TENANT will form a board to manage the leased facility composed of those governmental and non-governmental permanent users of the demised premises which shall have the responsibility of creating an annual budget and providing for the day-to-day operation and maintenance of the improvements to be constructed upon the leased facility. The composition of the user group is expected to include the Community Family Enrichment Center, Inc. representatives, CADC Representatives, and Adult Literacy Representatives. The user group shall be comprised of those entities which substantially contribute funding for the maintenance and operation of the leased facility.

12. Assignment. TENANT shall not assign or sublet the leased premises to any other party without the expressed written consent of LANDLORD. LANDLORD grants unto TENANT the option to sublet portions of the leased premises to CADC for a Head Start Program and to the ASU-Three Rivers for an Adult Literacy Program provided that the subtenant agrees to all the terms and conditions contained within this lease.

13. Notices. Any notice or communication required or permitted hereunder shall be deemed sufficiently given if sent by Certified Mail, Return Receipt Requested, Postage Prepaid.
 - a) If to the TENANT, addressed to Community Family Enrichment Center, Inc., Attn: Director, Dr. Patricia Wright, Arkadelphia, Arkansas 71923.
 - b) If to the LANDLORD, addressed to City of Arkadelphia, Attn: City Manager, 700 Clay Street, Arkadelphia, Arkansas 71923

14. Parties Bound. This instrument shall apply to, and inure to the benefit of, and be binding upon and enforceable by, the parties hereto, their heirs, legal representatives, successors and assigns.

15. Governing Law. This instrument and the rights and the obligations of the parties hereto shall be governed by the laws of the State of Arkansas.

16. Captions. The captions, headings, and arrangements used in this instrument are for convenience only and do not in any way affect, limit or amplify the terms of any provision hereof.

IN WITNESS WHEREOF the parties have executed this Lease Agreement on the day and year as first above written.

TENANT:

Community Family Enrichment Center, Inc.

Estella Forte

Estella Forte, Chairman

6-29-2021

Date

LANDLORD :

City of Arkadelphia, Arkansas

Mayor Scott Byrd

Date

Exhibit A



301 N 23th Street, Arkadelphia, Arkansas 71923



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: July 1, 2021
Re: Fixed Asset Acknowledgement

A handwritten signature in blue ink, appearing to read 'Gary Brinkley', located to the right of the 'From:' field.

It is our pleasure to advise you we are the recipients of a used SWAT vehicle to support our operations. The SWAT team is a multi-agency organization that is at the direction of our Sgt. Dustin O'Brien.

The equipment was formerly the with Sherwood PD who recently purchased a new vehicle and put this vehicle up for use by another department. Sgt. O'Brien reacted quickly, checked out the vehicle and identified it as an upgrade to the converted bread truck the SWAT team currently uses.

As is customary, staff request you acknowledge the receipt of this fixed asset for our records.

Asset is a 1987 former Brinks Armored Truck which was converted by Sherwood Police Dept for use as a SWAT vehicle, VIN 1HTLDYXWYH510510.


Your approval to add this to the city's fixed asset worksheet is requested.

Thank you.



Memorandum

To: Arkadelphia Board of Directors
CC: Ed McCorkle, City Attorney
From: Gary Brinkley, City Manager
Date: July 1, 2021
Re: Executive Session - Annual City Manager Personnel Matter



You will recess into Executive Session as part of the annual City Managers performance review.