

- **The next City Council Committee Meeting will be held on Monday, May 20th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, May 14th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mark Fougrousse

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

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

5. Approval of Minutes – **Tuesday, April 23rd, 2024. Pgs. 99-101**

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 number(s)***9A-9B, 12A, and 13** (*Motion must be approved by two-thirds (2/3) of the council members*).

7. **Proclamation Presentation for ALS Awareness Month.** Presented by Mayor Doug Sprouse

8. **A Resolution** approving a conditional use (C24-05) for Iglesia Palabra Viva at 2250 W. Sunset Avenue, Suite 4,

Use Unit 42 in a General Commercial (C-2) District as set forth in Ordinance No. 4030. Presented by Ernest Cate, City Attorney. Pgs. 1-3

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

A. An Ordinance accepting the replat (RP24-03) of lots 12A and 16A, Block 10, R.L. Hayes First Addition, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 4-8

B. An Ordinance accepting the final plat (FP24-02) of Charlotte Addition Subdivision in the City of Springdale Arkansas, and Declaring an Emergency. Pgs. 9-13

10. Parks and Recreation Committee by Chairman Mike Lawson –
Item(s) forwarded from Committee with recommendation for approval

A. A Resolution authorizing the Mayor and City Clerk to enter into a contract for the installation of new fencing at the Trail Maintenance Facility and to appropriate funds. Presented by Colby Fulfer, Chief of Staff. Pgs. 14-16

B. A Resolution authorizing the Mayor and City Clerk to enter into a contract for the installation of a new roof and gutters at the Trail Maintenance Facility and to appropriate funds. Presented by Colby Fulfer, Chief of Staff. Pgs. 17-19

C. A Resolution authorizing the Mayor and City Clerk to enter into a contract for exterior renovation work and to appropriate funds. Presented by Colby Fulfer, Chief of Staff. Pgs. 20-21

11. Finance Committee by Chairwoman Amelia Taldo – Item(s) with the exception of Item D were forwarded from Committee with recommendation for approval

A. A Resolution waiving competitive bidding and authorizing the purchase of a greenhouse. Presented by Colby Fulfer, Chief of Staff. Pgs. 22-27

B. A Resolution authorizing the City Attorney to settle a condemnation lawsuit related to property at 6036 Dearing Road (Project No. 23BPS2, Tract 15). Presented by Ernest Cate, City Attorney. Pgs. 28-36

C. **A Resolution** authorizing the City of Springdale to enter into a contract for the following project: Springdale Pride Trail Alignment Study. Presented by Tristan Hill, Active Transportation Study. Pgs. 37-76

D. **A Resolution** authorizing the Mayor and City Clerk to renew a contract with the Downtown Springdale Alliance to promote, preserve, and enhance Downtown Springdale, and to facilitate the implementation of the Downtown Master Plan. Presented by Jill Dabbs, Downtown Springdale Alliance. Pgs. 77-83

E. **A Resolution** authorizing the purchase of property located at 1403 S. Powell Street, Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 84-89

12. Ordinance Committee by Chairman Mike Overton – **Item(s) forwarded from Committee with recommendation for approval**

A. **An Ordinance** amending Section 46-27 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Presented by Steve Lewis, Battalion Chief. Pgs. 90-91

13. **An Ordinance** accepting for Annexation certain property into the City of Springdale, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-40-609. Presented by Ernest Cate, City Attorney. Pgs. 92-95

14. **A Resolution** setting a hearing date on a petition to abandon a portion of a Utility and Drainage Easement, in the City of Springdale, Washington County, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 96-98

15. Comments from Department Heads.

16. Comments from Council Members.

17. Comments from City Attorney.

18. Comments from Mayor.

19. Adjournment.

RESOLUTION NO. ____

**A RESOLUTION APPROVING A CONDITIONAL USE
(C24-05) FOR IGLESIA PALABRA VIVA AT 2250 W.
SUNSET AVENUE, SUITE 4, USE UNIT 42 IN A GENERAL
COMMERCIAL (C-2) DISTRICT 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 April 2, 2023, on a request by Iglesia Palabra Viva for Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) at 2250 W. Sunset Avenue Suite 4; and

WHEREAS, following the public hearing the Planning Commission by unanimous vote denied the Conditional Use request; and

WHEREAS, an appeal was filed on April 10, 2024 and heard before the City Council on April 23, 2024 at which time the City Council overturned the Planning Commission's denial by a vote of 5-4 with conditions to be included in this resolution.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Iglesia Palabra Viva for a Use Unit 42 (Church/synagogue) in a General Commercial District (C-2) at 2250 W Sunset Avenue, Suite 4 with the following conditions-

1. Occupancy load as determined by the Assistant Fire Marshal to be 158 persons for the sanctuary and 195 persons for the entire suite.
2. Hours of operation limited to Sunday 1 pm to 5 pm and Friday 6 pm to 9 pm.
3. Shared parking agreements as follows:
 - a. Eighteen parking shared on Samaritan House Community Center (SHCC) on the east side of the parking lot as shown with the following restrictions
 - i. Parking can only be in the spaces as noted on the site plan and noted hours, no overflow parking or loitering allowed
 - ii. All trash must be picked up
 - iii. Parking lot will not be cleared by owner during icy/snowy weather conditions
 - iv. Church and/or property owner (Sosa Properties, LLC) must list SHCC as a named insured on a \$1,000,000 liability insurance policy and provide proof of such overage to SHCC on an annual basis
 - v. Any vehicles that remain outside of above hours are subject to being towed at the owner's expense
 - b. Seventeen parking spaces on the north side USA Plaza during the church hours of operation
4. Must observe the provision of the City's adopted noise standards.
5. Meet all building and fire code provisions.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

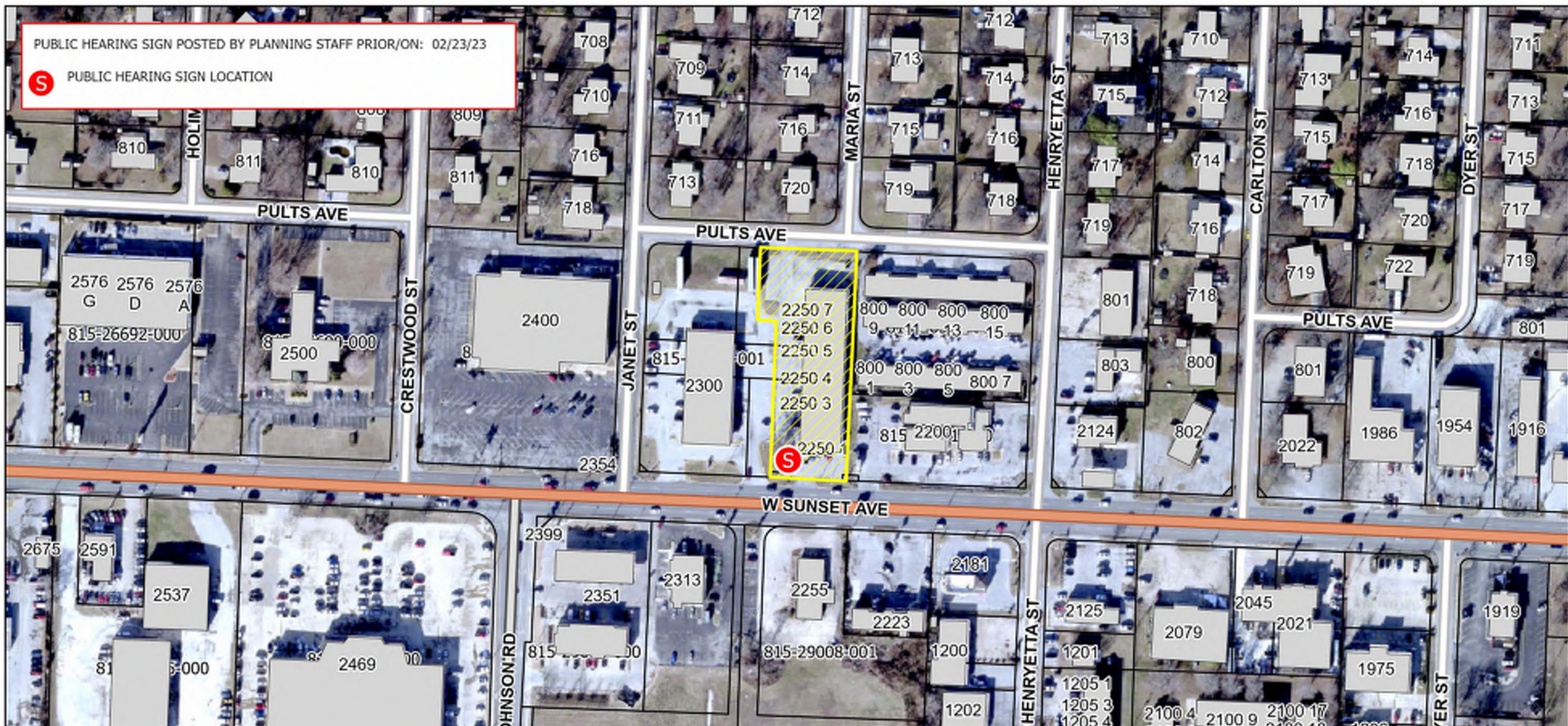
APPROVED AS TO FORM:

Ernest Cate, City Attorney

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



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
April 2, 2024



PROJECT: C24-05

APPLICANT: Iglesia Palabra Viva, Teresa Peralta

LOCATION: 2205 W Sunset Suite 4

REQUEST: Use Unit 42 (Church/Synagogue)

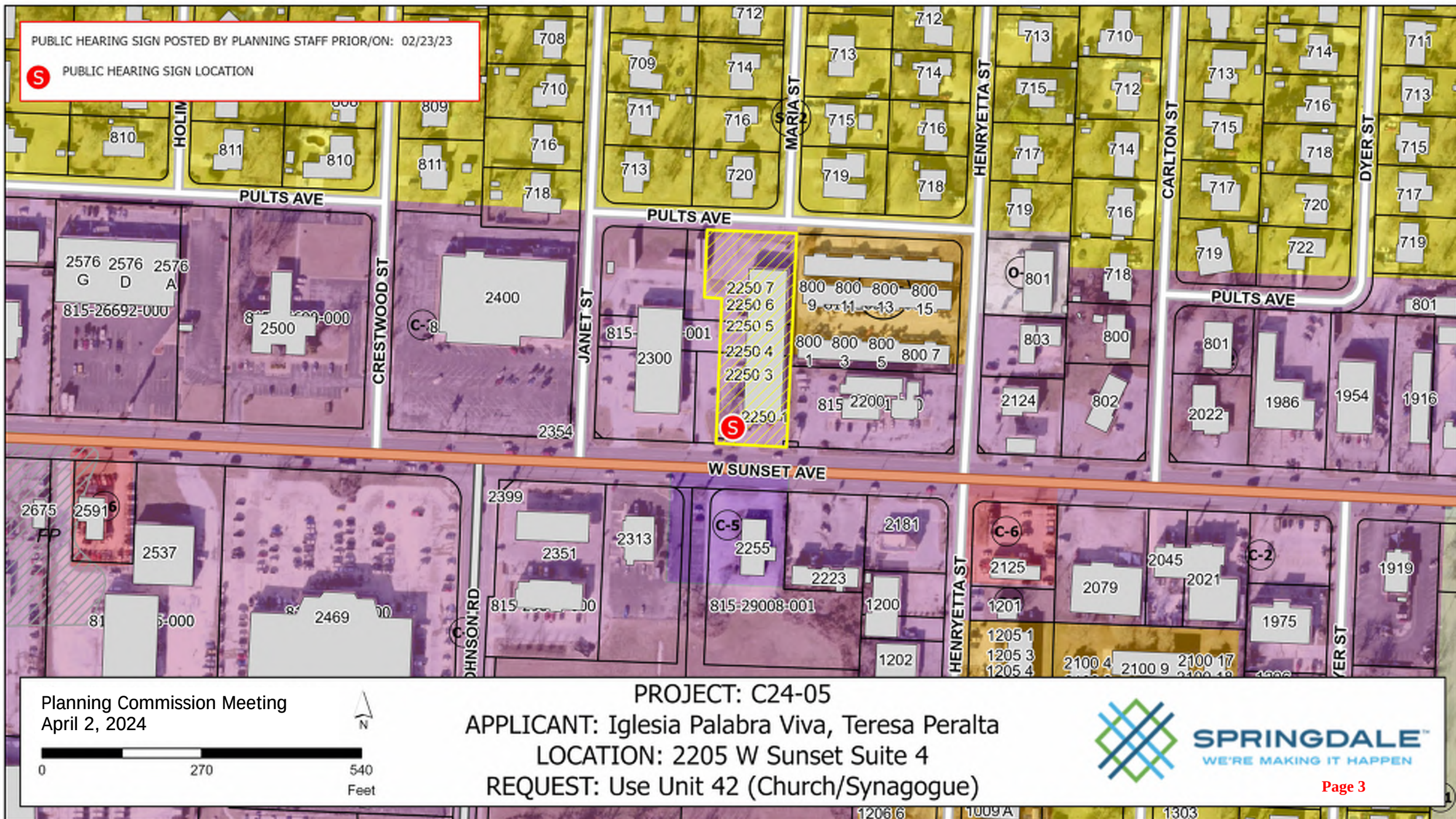


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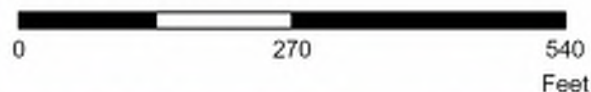
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 02/23/23



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
April 2, 2024



PROJECT: C24-05

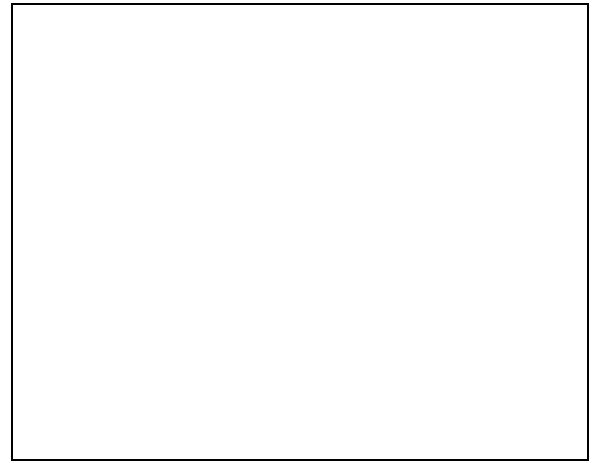
APPLICANT: Iglesia Palabra Viva, Teresa Peralta

LOCATION: 2205 W Sunset Suite 4

REQUEST: Use Unit 42 (Church/Synagogue)



SPRINGDALE™
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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP24-03)
OF LOTS 12A & 16A, BLOCK 10, R.L. HAYES FIRST
ADDITION, TO THE CITY OF SPRINGDALE, ARKANSAS,
AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 12A

LOTS 12, 13 AND THE EAST 10.50 FEET OF LOT 14, BLOCK 10, R.L. HAYES FIRST ADDITION TO THE CITY OF SPRINGDALE WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 16, SAID POINT BEING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF DODSON STREET AND THE SOUTH RIGHT OF WAY LINE OF EAST VELMA AVENUE. THENCE ALONG THE NORTH LINE OF LOTS 16, 15 AND 14 AND THE SOUTH RIGHT OF WAY LINE OF SAID EAST VELMA AVENUE, SOUTH 87 DEGREES 15 MINUTES 48 SECONDS EAST, 64.50 FEET TO A SET REBAR WITH CAP AND THE POINT OF BEGINNING. THENCE CONTINUING ALONG THE NORTH LINE OF LOT 14, THE NORTH LINE OF LOTS 13 AND 12 AND THE SOUTH RIGHT OF WAY LINE OF EAST VELMA AVENUE, SOUTH 87 DEGREES 15 MINUTES 48 SECONDS EAST, 60.50 FEET TO AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF LOT 12. THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG THE EAST LINE OF SAID LOT 12, SOUTH 02 DEGREES 28 MINUTES 36 SECONDS WEST, 125.60 FEET TO AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF LOT 12. THENCE ALONG THE SOUTH LINE OF SAID LOTS 12, 13 AND 14, NORTH 86 DEGREES 59 MINUTES 39 SECONDS WEST, 60.50 FEET TO A SET REBAR WITH CAP. THENCE LEAVING THE SOUTH LINE OF LOT 14, NORTH 02 DEGREES 28 MINUTES 32 SECONDS EAST, 125.32 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 OF AN ACRE AND SUBJECT TO ANY EASEMENTS OF RECORD.

LOT 16A

LOT 15, THE WEST 14.50 FEET OF LOT 14 AND THE EAST 21.00 FEET OF LOT 16, BLOCK 10, R.L. HAYES FIRST ADDITION TO THE CITY OF SPRINGDALE WASHINGTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF LOT 16, SAID POINT BEING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF DODSON STREET AND THE SOUTH RIGHT OF WAY LINE OF EAST VELMA AVENUE. THENCE ALONG THE NORTH LINE OF LOT 16 AND THE SOUTH RIGHT OF WAY LINE OF SAID EAST VELMA

AVENUE, SOUTH 87 DEGREES 15 MINUTES 48 SECONDS EAST, 4.00 FEET TO A SET REBAR WITH CAP AND THE POINT OF BEGINNING. THENCE CONTINUING ALONG THE NORTH LINE OF LOT 16, 15, 14 AND THE SOUTH RIGHT OF WAY LINE OF EAST VELMA AVENUE, SOUTH 87 DEGREES 15 MINUTES 48 SECONDS EAST, 60.50 FEET TO A SET REBAR WITH CAP. THENCE LEAVING THE NORTH LINE OF LOT 14 AND SAID SOUTH RIGHT OF WAY LINE, SOUTH 02 DEGREES 28 MINUTES 32 SECONDS WEST, 125.32 FEET TO A SET REBAR WITH CAP ON THE SOUTH LINE OF LOT 14. THENCE ALONG THE SOUTH LINE OF LOTS 14, 15 AND 16, NORTH 86 DEGREES 59 MINUTES 39 SECONDS WEST, 60.50 FEET TO A SET REBAR WITH CAP ON THE EAST RIGHT OF WAY LINE OF DODSON STREET. THENCE LEAVING THE SOUTH LINE OF SAID LOT 16 AND ALONG SAID RIGHT OF WAY LINE, NORTH 02 DEGREES 28 MINUTES 29 SECONDS EAST, 125.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.17 OF AN ACRE AND SUBJECT TO ANY EASEMENTS OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the replat (RP24-03) as presented by the petitioner and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat (RP24-03) and joined with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 12A & 16A, BLOCK 10, R.L. HAYES FIRST ADDITION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT (RP24-03) OF LOTS 12A & 16A, BLOCK 10, R.L. HAYES FIRST ADDITION, to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

CERTIFICATION OF ACCEPTANCE

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all streets, alleys, easements, parks, and other open spaces to public or private use as noted. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to the applicable local or other law. The Undersigned further certify that the required ordinance of acceptance is in order having been approved by the city attorney on _____

STATEMENT OF RESOLUTION

_____ has the authority to execute the Certificate of Transmittal, Ownership, and Ordinance.

CERTIFICATE OF ACCEPTANCE

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
Acceptance of Dedication	_____
	City Clerk

	Mayor
Approval of Recording	_____
	Director, Planning and Community Development Division
Commission	_____
	Secretary, Planning Commission

	Chairman, Planning Commission
Water and Sewer	_____
	Engineer, Springdale Water Utilities
Streets and Drainage	_____
	City Engineer

CERTIFICATE OF OWNERSHIP

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____
Name & Address

Source of Title: Warranty Deed
Document 2021-00036291

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY, THAT THIS PLAT ON FEBRUARY 14, 2024, REPRESENTS A SURVEY MADE BY SATTERFIELD LAND SURVEYORS AND THAT SAID SURVEY MEETS OR EXCEEDS THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS.

PROFESSIONAL LAND SURVEYOR
ARKANSAS REGISTRATION _____

DATE _____

SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Washington County, Arkansas Community Panel No. 05143C0070G Dated: January 25, 2024.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, Ricky Hill, No. 1443, or Jacob Long, No. 1915, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: All building, surface and subsurface, improvements on and adjacent to the site are not necessarily shown. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

Satterfield Land Surveyors P.A., Copyright 2024

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

30'	15'	0'	GRAPHIC SCALE 30'	60'
REFERENCE DEED	WARRANTY DEED DOCUMENT 2021-00036291			
SURVEY REFERENCES				
1 - SATTERFIELD LAND SURVEYORS - #42,033 - 11/29/16				
BASIS OF BEARING	ARKANSAS STATE PLANE COORDINATES GRID NORTH 1983.			

REVISIONS	
3/20/24 - REVISED AS PER CITY COMMENTS.	
4/3/24 - REVISED AS PER CITY COMMENTS.	
4/17/24 - REVISED TO ADD A WATERLINE EASEMENT.	

R.L. HAYES FIRST ADDITION - LOTS 12A & 16A - BLOCK 10

BEING A REPLAT OF LOTS 12 THROUGH 16, BLOCK 10, R.L. HAYES FIRST ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

PROPERTY DESCRIPTION

PARCEL #815-22456-000

Parent Tract

Lots 12 through 16, Block 10, R.L. Hayes First Addition to the City of Springdale, Washington County, Arkansas, containing 0.36 of an acre and subject to any Easements of Record

Lot 12A

Lots 12, 13 and the East 10.50 feet of Lot 14, Block 10, R.L. Hayes First Addition to the City of Springdale Washington County, Arkansas being more particularly described as follows:

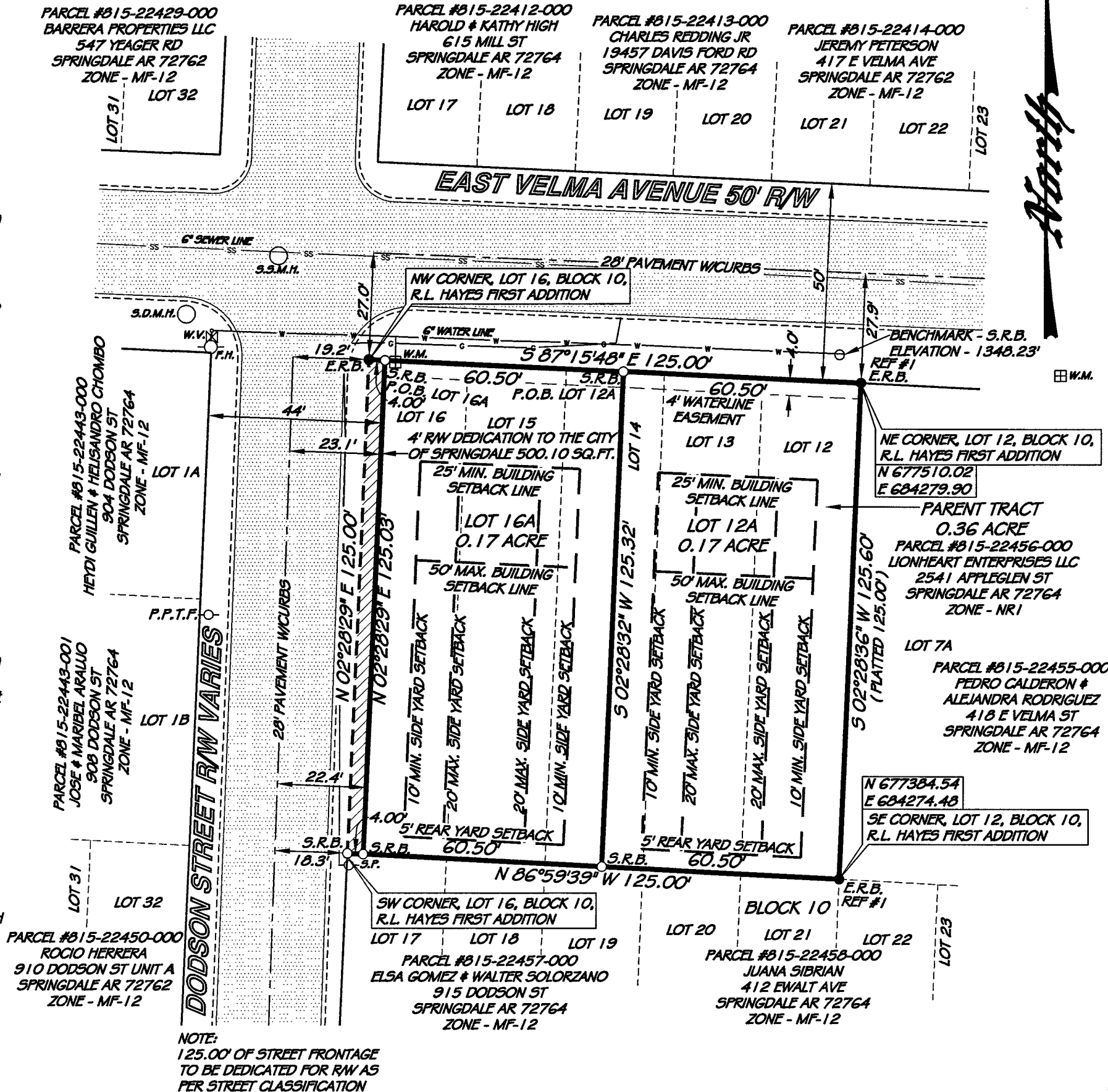
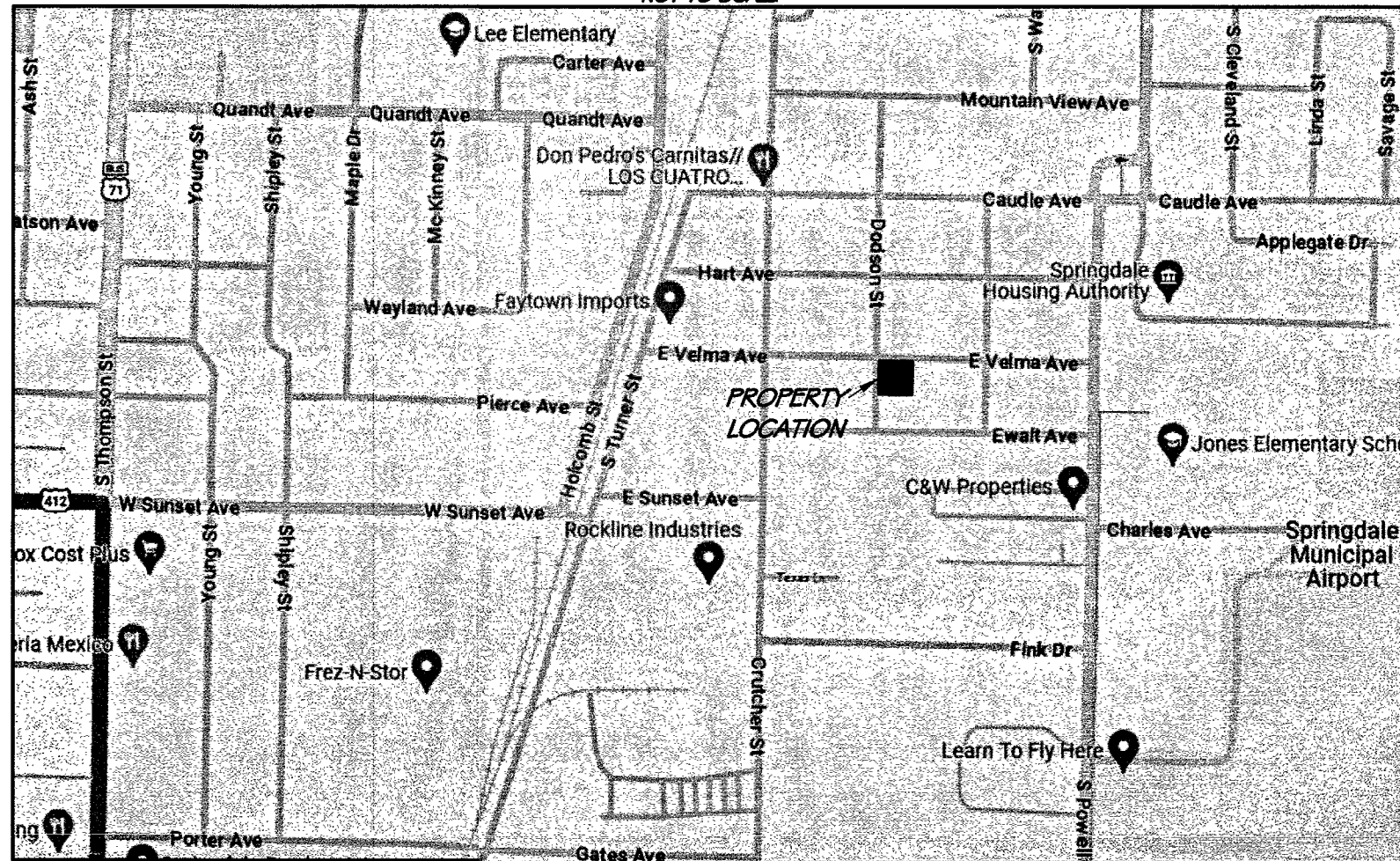
Commencing at an existing rebar marking the Northwest Corner of Lot 16, said point being at the intersection of the East right of way line of Dodson Street and the South right of way line of East Velma Avenue. Thence along the North line of Lots 16, 15 and 14 and the South right of way line of said East Velma Avenue, South 87 degrees 15 minutes 48 seconds East, 64.50 feet to a set rebar with cap and the Point of Beginning. Thence continuing along the North line of Lot 14, the North line of Lots 13 and 12 and the South right of way line of East Velma Avenue, South 87 degrees 15 minutes 48 seconds East, 60.50 feet to an existing rebar marking the Northeast Corner of Lot 12. Thence leaving said right of way line and along the East line of said Lot 12, South 02 degrees 28 minutes 36 seconds West, 125.60 feet to an existing rebar marking the Southeast Corner of Lot 12. Thence along the South line of said Lots 12, 13 and 14, North 86 degrees 59 minutes 39 seconds West, 60.50 feet to a set rebar with cap. Thence leaving the South line of Lot 14, North 02 degrees 28 minutes 32 seconds East, 125.32 feet to the Point of Beginning, containing 0.17 of an acre and subject to any Easements of Record.

Lot 16A

Lot 15, the West 14.50 feet of Lot 14 and the East 21.00 feet of Lot 16, Block 10, R.L. Hayes First Addition to the City of Springdale Washington County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northwest Corner of Lot 16, said point being at the intersection of the East right of way line of Dodson Street and the South right of way line of East Velma Avenue. Thence along the North line of Lot 16 and the South right of way line of said East Velma Avenue, South 87 degrees 15 minutes 48 seconds East, 4.00 feet to a set rebar with cap and the Point of Beginning. Thence continuing along the North line of Lot 16, 15, 14 and the South right of way line of East Velma Avenue, South 87 degrees 15 minutes 48 seconds East, 60.50 feet to a set rebar with cap. Thence leaving the North line of Lot 14 and said South right of way line, South 02 degrees 28 minutes 32 seconds West, 125.32 feet to a set rebar with cap on the South line of Lot 14. Thence along the South line of Lots 14, 15 and 16, North 86 degrees 59 minutes 39 seconds West, 60.50 feet to a set rebar with cap on the East right of way line of Dodson Street. Thence leaving the South line of said Lot 16 and along said right of way line, North 02 degrees 28 minutes 29 seconds East, 125.03 feet to the Point of Beginning, containing 0.17 of an acre and subject to any Easements of Record.

VICINITY MAP
NOT TO SCALE



- LEGEND**
- E.R.B. - 1/2" EXISTING REBAR
 - S.R.B. - 1/2" SET REBAR WITH CAP
 - P.P.T.F. - POWER POLE WITH TRANSFORMER
 - S.P. - STUB POLE
 - W.M. - WATER METER
 - W.V. - WATER VALVE
 - F.H. - FIRE HYDRANT
 - S.S.M.H. - SANITARY SEWER MANHOLE
 - S.D.M.H. - STORM DRAIN MANHOLE
 - PAVEMENT
 - RIGHT OF WAY DEDICATION
 - BOUNDARY
 - CURB
 - LOT LINE
 - EDGE OF PAVEMENT
 - RW LINE - RIGHT OF WAY LINE
 - CENTERLINE
 - WATER LINE
 - GAS LINE
 - SEWER LINE

BUILDING SETBACKS (NR1)
BUILD-TO-LINE
PRIMARY STREET - 25' MIN. / 50' MAX.
SIDE ST., ANC. & MAIN BLDG. - 10' MIN. / 25' MAX.
REAR LOT LINE - 5'
SETBACK
SIDE, ANC. & MAIN BLDG. - 10' MIN. / 20' MAX.
REAR, MAIN BLDG. - 30' MIN.

PROJECT #RP24-03

OWNER: LIONHEART ENTERPRISES LLC
CONTACT: RENE GARCIA
2541 APPELGLEN
SPRINGDALE, AR 72764
PHONE: (479) 249-7960

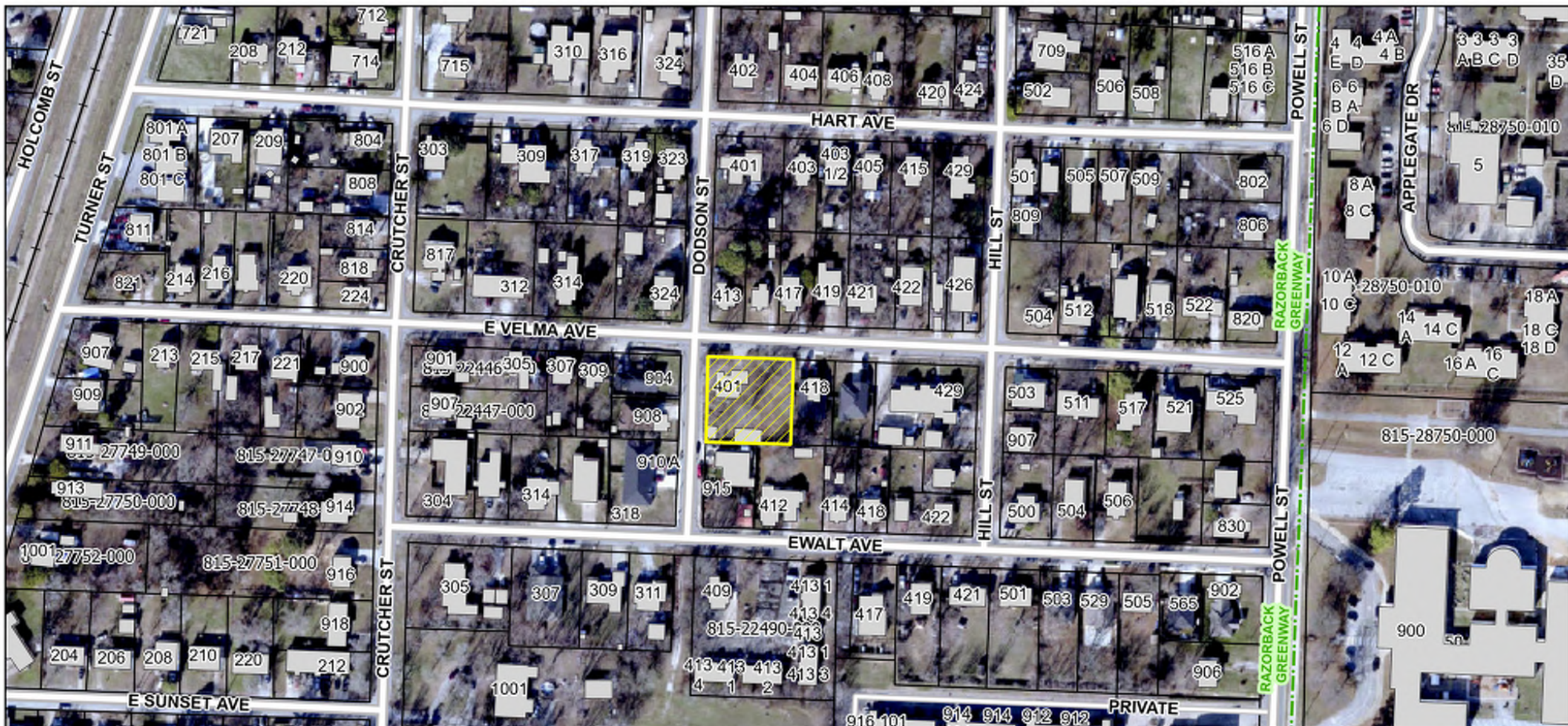
SURVEYOR:
RICKY HILL / JACOB LONG
1928 HWY 71 NORTH
ALMA, AR 72921
PHONE:
(479) 632-3565
EMAIL:
ricky@slsurveying.com
jlong@slsurveying.com

DRAWN BY: J.D.B.
SCALE: 1"=30'
DATE: 2-14-24
JOB NO. 48,690

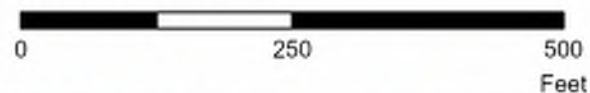
Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE NO. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.



Planning Commission Meeting
April 2, 2024



PROJECT: RP24-03
APPLICANT: R.L. Hayes Addition
LOCATION: 401 Velma Ave
REQUEST: Replat



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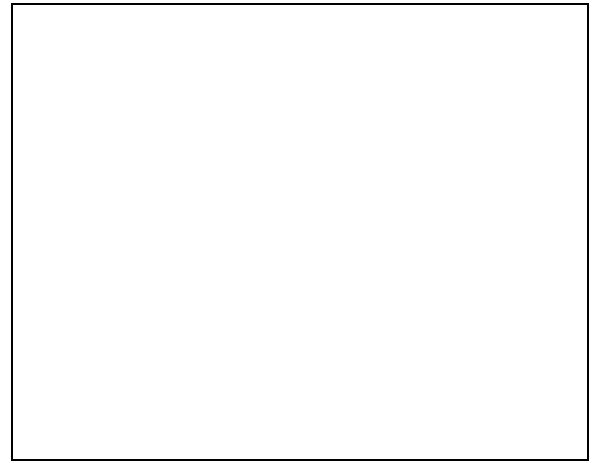


Planning Commission Meeting
April 2, 2024

PROJECT: RP24-03
APPLICANT: R.L. Hayes Addition
LOCATION: 401 Velma Ave
REQUEST: Replat



SPRINGDALE™
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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP24-02) OF
CHARLOTTE ADDITION SUBDIVISION IN THE CITY OF SPRINGDALE
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LEGAL DESCRIPTION:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RIGHT-OF-WAY MARKER MARKING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE WEST LINE OF SAID QUARTER-QUARTER N02°19'31"E 209.19' TO AN EXISTING RIGHT-OF-WAY MARKER ON THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 49 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING THREE COURSES: N74°49'26"W 26.61' TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE N01°15'09"E 230.57' TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE N15°19'49"W 131.39' TO AN EXISTING 1/2" REBAR WITH CAP ;THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY S86°58'19"E 238.51' TO THE WESTERLY RIGHT-OF-WAY OF SOUTH 48TH STREET AND AN EXISTING 1/2" REBAR WITH CAP; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S14°04'13"E 324.51' TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY WITH THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 49 AND AN EXISTING RIGHT-OF-WAY MARKER; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY S13°59'03"W 79.87' TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY N85°08'25"W 135.09' TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY N74°49'26"W 111.68' TO THE POINT OF BEGINNING, CONTAINING 96,959 SQUARE FEET OR 2.23 ACRES MORE OR LESS.

ALSO

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RIGHT-OF-WAY MARKER MARKING THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER S87°23'25"E 152.21' TO THE POINT OF BEGINNING; THENCE N01°23'55"E 31.44'; THENCE S88°36'05"E 18.27'; THENCE 12.68' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00' AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N80°02'15"E 12.61'; THENCE N68°41'02"E 102.97'; THENCE 48.78' ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00' AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N28°35'42"E 44.93'; THENCE N75°55'47"E 4.86'; THENCE S14°04'13"E 123.30'; THENCE N87°23'25"W 183.76' TO THE POINT OF BEGINNING, CONTAINING 10,476 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by the petitioner, and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said plat (FP24-02) and joined with the said petitioner in petitioning the City Council to accept the said plat Charlotte Addition Subdivision to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP24-02) of the Charlotte Addition Subdivision, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Owner & Developer: CLUB CAR WASH SPRINGDALE 48TH ST. LLC
1591 E. Prathersville Road
Columbia, MO 65202

Parcel Number: 815-29107-260

Property Description
Overall Tract

Part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 9, Township 17 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Commencing at an existing right-of-way marker marking the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence along the West line of said Quarter-Quarter N02°19'31"E 209.19' to an existing right-of-way marker on the Easterly right-of-way of Interstate 49 and the Point of Beginning; thence continuing along said Easterly right-of-way the following three courses: N74°49'26"W 26.61' to an existing right-of-way marker; thence N01°15'09"E 230.57' to an existing right-of-way marker; thence N15°19'49"W 131.39' to an existing 1/2" rebar with cap ;thence leaving said Easterly right-of-way S86°58'19"E 238.51' to the Westerly right-of-way of South 48th Street and an existing 1/2" rebar with cap; thence along said Westerly right-of-way S14°04'13"E 324.51' to the intersection of said Westerly right-of-way with the Easterly right-of-way of Interstate 49 and an existing right-of-way marker; thence along said Easterly right-of-way S13°59'03"W 79.87' to an existing right-of-way marker; thence continuing along said Easterly right-of-way N85°08'25"W 135.09' to an existing right-of-way marker; thence continuing along said Easterly right-of-way N74°49'26"W 111.68' to the Point of Beginning, containing 96,959 square feet or 2.23 acres more or less.

ALSO

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Commencing at an existing right-of-way marker marking the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence along the South line of said Quarter-Quarter S87°23'25"E 152.21' to the Point of Beginning; thence N01°23'55"E 31.44'; thence S88°36'05"E 18.27'; thence 12.68' along a curve to the left, said curve having a radius of 35.00' and being subtended by a chord bearing and distance of N80°02'15"E 12.61'; thence N68°41'02"E 102.97'; thence 48.78' along a curve to the left, said curve having a radius of 35.00' and being subtended by a chord bearing and distance of N28°35'42"E 44.93'; thence N75°55'47"E 4.86'; thence S14°04'13"E 123.30'; thence N87°23'25"W 183.76' to the Point of Beginning, containing 10,476 square feet or 0.24 acres more or less.

Property Description
Lot 1

Part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 9, Township 17 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Commencing at an existing right-of-way marker marking the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence along the West line of said Quarter-Quarter N02°19'31"E 209.19' to an existing right-of-way marker on the Easterly right-of-way of Interstate 49 and the Point of Beginning; thence continuing along said Easterly right-of-way the following three courses: N74°49'26"W 26.61' to an existing right-of-way marker; thence N01°15'09"E 230.57' to an existing right-of-way marker; thence N15°19'49"W 131.39' to an existing 1/2" rebar with cap ;thence leaving said Easterly right-of-way S86°58'19"E 238.51' to the Westerly right-of-way of South 48th Street and an existing 1/2" rebar with cap; thence along said Westerly right-of-way S14°04'13"E 324.51' to the intersection of said Westerly right-of-way with the Easterly right-of-way of Interstate 49 and a set 5/8" rebar with cap stamped "PS 1791"; thence leaving said Westerly right-of-way N87°43'33"W 99.72' to a set mag nail with washer stamped "PS 1791"; thence S01°15'09"W 256.04' to the Easterly right-of-way of Interstate 49 and a set 5/8" rebar with cap stamped "PS 1791"; thence along said Easterly right-of-way N85°08'25"W 2.11' to an existing right-of-way marker; thence continuing along said Easterly right-of-way N74°49'26"W 111.68' to the Point of Beginning, containing 63,308 square feet or 1.45 acres more or less.

Property Description
Lot 2

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Commencing at an existing right-of-way marker marking the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence along the West line of said Quarter-Quarter N02°19'31"E 209.19' to an existing right-of-way marker on the Easterly right-of-way of Interstate 49; thence along said Easterly right-of-way S74°49'26"E 111.68' to an existing right-of-way marker; thence continuing along said Easterly right-of-way S85°08'25"E 2.11' to a set 5/8" rebar with cap stamped "PS 1791" and the Point of Beginning; thence N01°15'09"E 256.04' to a set mag nail with washer stamped "PS 1791"; thence S87°43'33"E 99.72' to a set mag nail with washer stamped "PS 1791" and the Westerly right-of-way of South 48th Street; thence along said Westerly right-of-way S14°04'13"E 191.53' to the intersection of said Westerly right-of-way with the Easterly right-of-way of Interstate 49 and an existing right-of-way marker; thence along said Easterly right-of-way S13°59'03"W 79.87' to an existing right-of-way marker; thence continuing along said Easterly right-of-way N85°08'25"W 132.98' to the Point of Beginning, containing 33,651 square feet or 0.77 acres more or less.

Property Description
Lot 3

Part of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Commencing at an existing right-of-way marker marking the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence along the South line of said Quarter-Quarter S87°23'25"E 152.21' to the Point of Beginning; thence N01°23'55"E 31.44'; thence S88°36'05"E 18.27'; thence 12.68' along a curve to the left, said curve having a radius of 35.00' and being subtended by a chord bearing and distance of N80°02'15"E 12.61'; thence N68°41'02"E 102.97'; thence 48.78' along a curve to the left, said curve having a radius of 35.00' and being subtended by a chord bearing and distance of N28°35'42"E 44.93'; thence N75°55'47"E 4.86'; thence S14°04'13"E 123.30'; thence N87°23'25"W 183.76' to the Point of Beginning, containing 10,476 square feet or 0.24 acres more or less.

FINAL PLAT CHARLOTTE ADDITION Lots 1-3

BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER & PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 30 WEST, CITY OF SPRINDALE, WASHINGTON COUNTY, ARKANSAS

DATE: MAY, 2024

SCALE: 1"=40'

HAWKINS WEIR
ENGINEERS, INC.

Van Buren
(479) 474-1227

Fort Smith
(479) 242-4685

Fayetteville
(479) 455-2206

Little Rock
(501) 374-4846

www.hawkins-weir.com



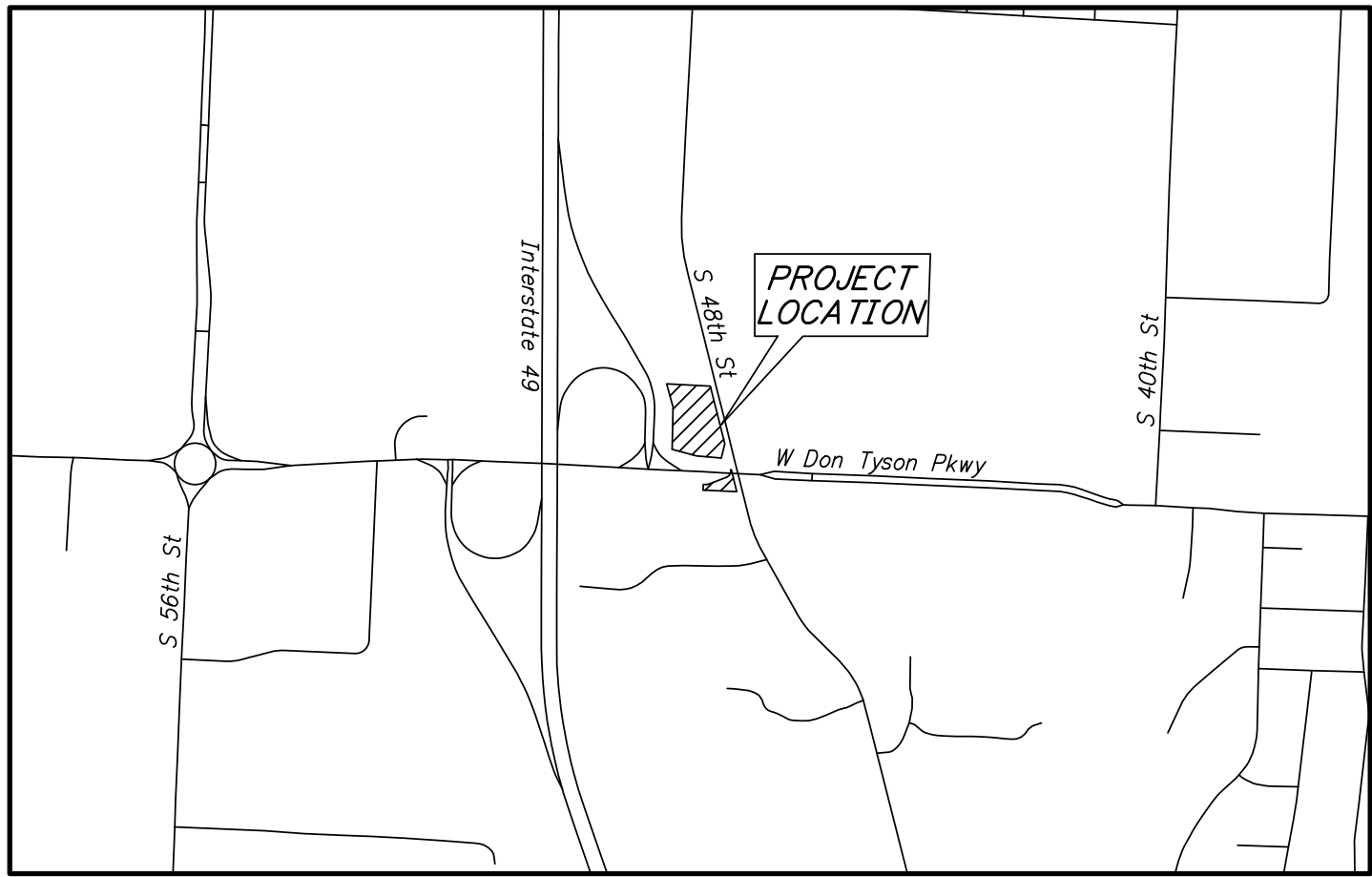
Surveyor's Certificate :

I, Andrew McCollum, hereby certify that this proposed Survey correctly represents a survey completed by me, or under my supervision, on August 3, 2023; that the boundary lines shown hereon correspond with the description in the deeds cited in the above Source of Title; and that all monuments found or placed on the property are correctly described and located.

Date of Execution

Andrew McCollum - Registered Land Surveyor
No. 1791, Arkansas, andy.mccollum@hawkins-weir.com
110 So. 7th Street
Van Buren, Ar. 72956
479-474-1127

The right-of-way as shown on this plat is hereby dedicated to the City of Springdale ("City") for public use. The easements shown on this plat are hereby dedicated to the City for utility, drainage, access and other purposes. Any easement designated as a "utility easement" is dedicated to the City for the installation, operation, and maintenance of City owned utilities and utilities, including cable TV, operated by utility companies having a franchise agreement with the City. The City and City franchised utility companies shall have access through and along designated easements for their personnel and equipment at all times with the authority to cut down and keep trimmed from the dedicated easements trees, hedges, and shrubs that may interfere with or endanger such utilities. In the event that fencing of individual lots is desired, gates that provide free ingress and egress to, and within, the dedicated easement shall be provided.



VICINIY MAP
1"=1000'

ALLOTTERS: CLUB CAR WASH SPRINGDALE 48TH ST. LLC

STATE OF ARKANSAS
COUNTY OF _____

Sworn and subscribed before me this day _____

Notary Public _____

My commission expires _____

CERTIFICATION OF TRANSMITTAL & OWNERSHIP

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all streets, alleys, easements, parks, and other open spaces to public or private use as shown on the plat. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law.

Club Car Wash Springdale 48th St. LLC

CERTIFICATES OF ACCEPTANCE:

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.

Date	Signature
Acceptance of Dedications	City Clerk
	Mayor
Approval for Recording	Director, Planning and Community Development Division
Commission	Secretary, Planning Commission
	Chairman, Planning Commission
Water and Sewer	Engineer, Springdale Water Utilities
Streets and Drainage	City Engineer

Surveyors Notes:

- City of Springdale Project Number: FP24-02
- Surveyed property does not lie within identified flood hazard areas, (Zone X) based on FIRM for City of Springdale, Washington County, Arkansas, Community Panel No. 05143C0070F, Dated: April 2, 2008. Zone X areas are determined to be outside the 0.2% annual chance floodplain.
- Basis of Bearing: Grid North, Arkansas State Plane Coordinate System, North Zone (0301), NAD 83, per ARDOT reference station.
- Perimeter property corners have been set or noted where conditions allow. SIP - indicates set 3/8"x18" steel rebar with plastic cap stamped "PS 1791", SMAG - indicates a set mag nail with aluminum washer stamped "PS 1791".
- Current Zoning is General Commercial District (C-2) Per Ordinance #5818

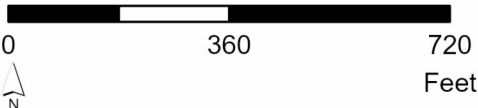
Setback Requirements:

Front - 30'
Front If Parking Allowed Between Right-of-Way and Building - 50'
Side - 0'
Side If Contiguous To A Residential District - 20'
Rear - 20'

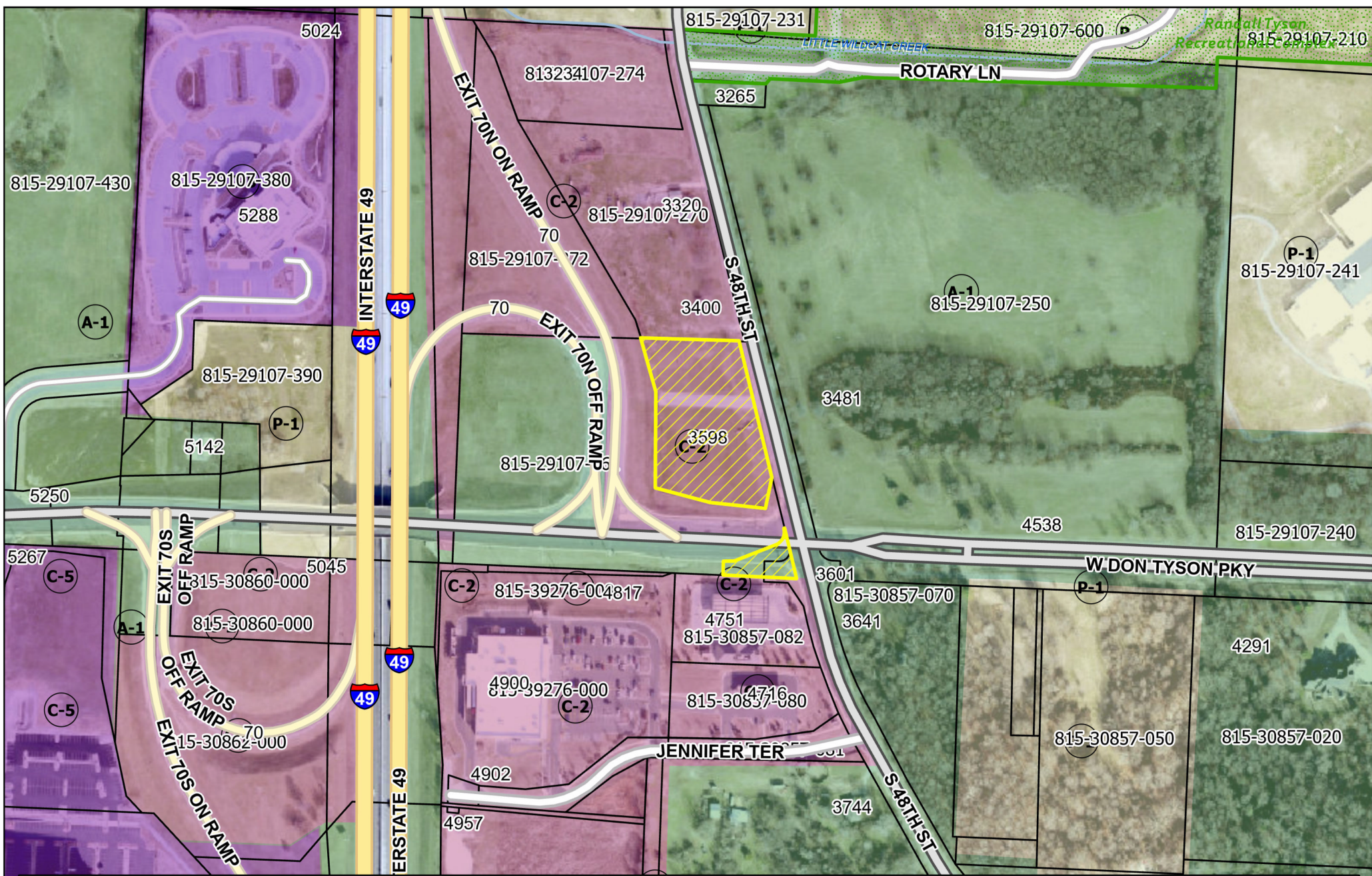
- City of Springdale Master Street Plan:
Don Tyson Parkway - Arterial (100' Right of Way)
South 48th Street - Collector (65' Right of Way)



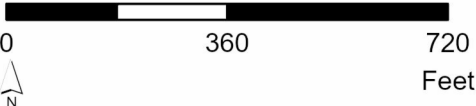
City Council Meeting
February 13, 2024



PROJECT: FP24-02
APPLICANT: Charlotte Addition
LOCATION: 3598 S 48th St
REQUEST: Final Plat



City Council Meeting
February 13, 2024



PROJECT: FP24-02
APPLICANT: Charlotte Addition
LOCATION: 3598 S 48th St
REQUEST: Final Plat

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A CONTRACT FOR THE
INSTALLATION OF NEW FENCING
AT THE TRAIL MAINTENANCE FACILITY AND TO
APPROPRIATE FUNDS**

WHEREAS, the City of Springdale owns property located at 403 Sanders Avenue, that previously housed Fire Station #3, and

WHEREAS, Springdale Parks and Recreation would like to designate this location as their trail maintenance facility, and

WHEREAS, the facility is in need of new fencing for security and accessibility purposes, and

WHEREAS, Springdale Parks and Recreation received three (3) quotes from local companies,

WHEREAS, upon review, Modern Fence of NWA came in with the lowest price that met all specifications provided by Springdale Parks and Recreation, in an amount not to exceed \$9,500.00, and

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 enter into a contract with Modern Fence of NWA for installation of new fencing at Springdale Parks and Recreation's trail maintenance facility in an amount not to exceed \$9,500.00, to be paid for out of the Unrestricted General Fund.

PASSED AND APPROVED this 14th day of May, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

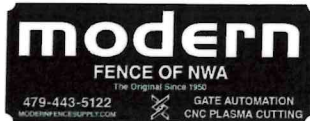
APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Parks & Recreation		Date:
Point of Contact: Chad Wolf	Amount Requested: \$ \$9,154.00	
Date to be Presented to Committee: <u>MAY</u> / <u>06</u> / <u>2024</u>		
Brief Description of Funding Request: Trail Shop at 403 Sanders Ave: Fencing to enclose maintenance yard around the shop		
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund		
IS IT BUDGETED?		
YES ☐		NO ☒
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☒ \$5,000 - \$34,999 Requires 3 Quotes
Signature: Chad Wolf		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source



MODERN FENCE of NWA
1864 FORD AVE
SPRINGDALE, AR 72764
(479) 443-5122

MODERNFENCESUPPLY.COM
SALES@modernfencesupply.com
AR License #0356870324
Page 1 of 1

PROPOSAL/CONTRACT

Customer Information:

Chris Gibson
403 Sandres AVE.
SPRINGDALE, AR 72762
cgibson@springdalear.gov

Job Information:

Springdale Parks & Rec.
Project Estimator: Eric Andrews
(918) 932-6751

Notes:

This proposal is for the supply of materials and labor to install 150' of 8' cedar wood privacy, on 2 3/8" 40wt. steel plated post anchored to the concrete, 2x4 treated back rails, simpson strong tie brackets, 1x6x8 cedar pickets, welded steel gate frames, & welded hinges.

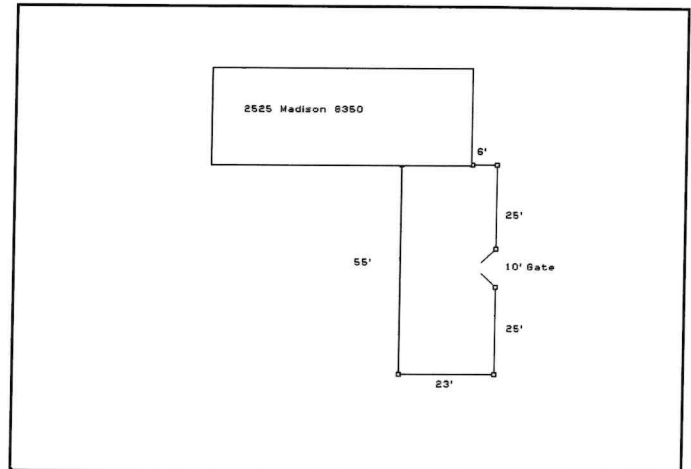
This proposal is valid for 30 days (04-30-2024 to 05-30-2024). This proposal must be signed and sent back to me. We are currently scheduling 4-6 weeks out. Weather and other factors can contribute to delays.

Quality built fence for over 50 years!

MODERN FENCE of NWA agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

MODERN FENCE of NWA shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest WITH THE CUSTOMER. MODERN FENCE of NWA will assist the customer, upon request, in determining where the fence is to be erected, but under NO circumstance does MODERN FENCE of NWA assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MODERN FENCE of NWA will assume the responsibility for having underground public utilities located and marked. However, MODERN FENCE of NWA assumes NO



responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing MODERN FENCE of NWA to dig in the immediate vicinity of known utilities.

The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of MODERN FENCE of NWA until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

Approved & Accepted for Customer:

Customer _____ Date _____

Accepted for MODERN FENCE of NWA:

Salesperson _____ Date _____

Contract Amount: \$ 9154.00
Down Payment: \$ _____
Balance Due: \$ 9154.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A CONTRACT FOR THE
INSTALLATION OF A NEW ROOF AND GUTTERS
AT THE TRAIL MAINTENANCE FACILITY AND TO
APPROPRIATE FUNDS**

WHEREAS, the City of Springdale owns property located at 403 Sanders Avenue, that previously housed Fire Station #3, and

WHEREAS, Springdale Parks and Recreation would like to designate this location as their trail maintenance facility, and

WHEREAS, the facility is in need of a new roof and gutters, and

WHEREAS, Springdale Parks and Recreation received three (3) quotes from local companies,

WHEREAS, upon review, Criterion came in with the lowest price that met all specifications provided by Springdale Parks and Recreation, in an amount not to exceed \$34,999.00, and

**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 enter into a contract with Criterion for installation of new a new roof and gutters at Springdale Parks and Recreation's trail maintenance facility in an amount not to exceed \$34,999.00, to be paid for out of the Unrestricted General Fund.

PASSED AND APPROVED this 14th day of May, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Parks & Recreation		Date:
Point of Contact: Chad Wolf	Amount Requested: \$ \$34,879	
Date to be Presented to Committee: <u>MAY</u> / <u>06</u> / <u>2024</u>		
Brief Description of Funding Request: Renovation of old fire station/new trail shop at 403 Sanders Ave. Roofing & Gutters		
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund		
IS IT BUDGETED?		
YES ☐		NO ☒
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☐ Buy Board ☐ Sole Source		☒ \$5,000 - \$34,999 Requires 3 Quotes
Signature: Chad Wolf		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source



P.O. Box 321
Elkins, AR 72727

Chris Gibson
Springdale Parks & Rec Department
1906 Cambridge St
Springdale, Arkansas 72762

Estimate# A24031C
03/13/2024

Trail Maintenance Building Renovations
403 Sanders Ave
Springdale, Arkansas 72764

Roofing & Gutters

Install new EPS foam flute filler insulation in the flutes of existing metal roof panels.

Install a rigid ½" Polyiso cover board over the roof areas.

Install a new, white mechanically fastened 60mil TPO roof system over the roof areas.

Flash and seal all roof penetration pipes and other roof top equipment per the roof manufacturers specifications.

Adhere new vertical TPO membrane flashing to completely cover the exposed masonry along the low to high roof transition.

Fabricate and install a new decorative edge metal along all the non-guttered roof edges in a 24g prefinished steel material.

Provide TPO roof manufacturers 15 year no dollar limit labor & materials warranty.

Remove and dispose of all existing gutters and downspouts.

Fabricate and install all new 24g prefinished steel 5"x5" box style commercial gutter and 4"x4" square downspouts at all pre-existing locations.

Total \$34,879.00

Aaron Robinson
CSA Project Manager
Senior Estimator
Criterion Energy
(479)466-9719
aaron@criterionllc.net

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO A CONTRACT FOR EXTERIOR
RENOVATION WORK AND TO APPROPRIATE FUNDS**

WHEREAS, the City of Springdale owns property located at 403 Sanders Avenue, to be utilized as Springdale Parks and Recreation’s Trail Maintenance Facility, and 1207 Dyer Street, that previously served as a Fire Station for the City of Springdale, and

WHEREAS, in an effort to keep city facilities looking updated and maintained, both facilities are in need of exterior renovation work, and

WHEREAS, the city received three (3) quotes from local companies,

WHEREAS, upon review, Criterion came in with the lowest price that met all specifications provided by the city, in an amount not to exceed \$24,000.00, and

**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 enter into a contract with Criterion for exterior renovation work at, both Springdale Parks and Recreation’s trail maintenance facility and city-owned property located at 1207 Dyer Street, in an amount not to exceed \$24,000.00, to be paid for out of the Unrestricted General Fund.

PASSED AND APPROVED this 14th day of May, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



P.O. Box 321
Elkins, AR 72727

Chris Gibson
Springdale Parks & Rec Department
1906 Cambridge St
Springdale, Arkansas 72762

Estimate# A24031B
03/13/2024

Trail Maintenance Building Renovations
403 Sanders Ave
Springdale, Arkansas 72764

Exterior Building Lighting:

Supply and install (2) new LED wall packs with built in photocells.
Supply and install ½" conduit and conductors to new location of fixtures.
Demo (2) old motion sensor and (1) wall pack light fixtures.

Does not include any troubleshooting of existing circuitry

\$1,648.00

Exterior Painting:

Pressure wash all areas to receive painting to clean and remove all dirt, debris, and/or contamination.
Mask and cover all non-painted areas with paper, plastic, and tape for protection.
Apply acrylic primer and acrylic finish paint.
Paint Colors TBD.

\$6,025.00

Sign Installation:

Excavate at the proposed sign location approximately 24"W x 72"L x 24"D for concrete foundation.
Install a #4 rebar grid tied on 16" centers.
Pour 4,000psi concrete with light broom finish.
Install an approximate 48"x48" double sided sign with the Springdale Parks & Rec Trail Division logo with white background encased with split faced block.
Prep, prime, and paint the split faced block. Color TBD.

\$7,849.00

****Add an additional \$8,975.00 to bring power from the building out to the existing flagpole and new sign location for a lighted sign and lights for the flagpole.**

Includes all saw cutting, removal and disposal of concrete and asphalt, excavation, conduit installation, backfill, prep, and pour back of concrete, outdoor ground lights, installation of conductors to the ground lights and backlit sign. **

Exterior Building Painting
1207 Dyer St
Springdale, Arkansas 72762

Exterior Brick Painting:

Pressure wash all areas to receive painting to clean and remove all dirt, debris, and/or contamination.
Mask and cover all non-painted areas with paper, tape, and plastic for protection.
Apply acrylic primer and acrylic finish.
Colors TBD.

\$5,577.50

Gutters & Downspouts:

Prep and paint gutters and downspouts with acrylic DTM primer and acrylic DTM finish.
Colors TBD.

\$1,029.25

Total \$22,128.75

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING
AND AUTHORIZING THE PURCHASE OF A
GREENHOUSE**

WHEREAS, the City of Springdale desires to nursery its own landscaping plants to reduce annual costs, provide commercially unavailable plants, and further the quality of landscaping in and around the city;

WHEREAS, The Parks & Recreation Department and the Public Works Department have partnered to conceptualize a plant, tree and wetland plant nursery on property near Rabbit's Foot Lodge;

WHEREAS, the price and installation of the greenhouse building is \$224,530.45 and is available on an Arkansas approved buy board;

**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 waive bidding and appropriate funds for a greenhouse facility at Rabbit's Foot Lodge of an amount not to exceed \$225,000.00 to be funded by the Unrestricted General Fund.

PASSED AND APPROVED this _____ day of May, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



Corporate Offices
Distribution Center

1395 John Fitch Blvd., South Windsor, CT 06074
1440 Field of Dreams Way, Dyersville, IA 52040

Phone: 1.800.476.9715 • Int'l Phone 860.528.9550
Fax: 1.800.457.8887 • Int'l Fax: 860.289.4711
Website: www.growspan.com

Customer ID: 9114495
Quote Number: 1102100

QUOTE

Page: 1 of 4

Quote To:

CITY OF SPRINGDALE, ARKANSAS
201 SPRING ST
SPRINGDALE AR 72764-4554
UNITED STATES

Phone:

Sales Person: TREVOR KLOCK
Office Phone: 800-327-6835 X1714
TKLOCK@GROWSPAN.COM

Ship To:

CITY OF SPRINGDALE, ARKANSAS
201 SPRING ST

SPRINGDALE, AR 72764-4554

Date: 4/4/2024 Valid for 10 Days

Quote Total **224,530.45**

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	200106	GROWSPAN SERIES 1000 ARCH-TOPPED TWO-SPAN COMMERCIAL GREENHOUSE 60'W X 60'L X 12'H, ENGINEERED	1.00	79,470.00	79,470.00
<i>Project Size: (2) 30' X 60' GrowSpan Series 1000 Arch-Topped Greenhouse</i> <i>Total Square Footage: 3600 sqft</i> <i>Central partition dividing structure into two individually controlled 30'x60' bays</i> <i>Side Height: 12'</i> <i>12' column/truss spacing with heavy duty 4x4 inch square 8 gauge triple galvanized steel columns</i> <i>101mph windspeed, 10psf snowload</i> --PLEASE CONFIRM ESTIMATE W/ LOCAL BUILDING ORDINANCE-- <i>Primary structural members (posts, trusses, purlins) are triple galvanized and fully enclosed (tubular). No partially enclosed members - C-channel, roll forming or press braking - allowed.</i> <i>Heavy duty base plate anchoring system with concrete anchors included. This system eliminates labor & error associated with anchor posts that must be wet set into concrete + allows concrete to be poured & cured prior to greenhouse delivery. Can be engineered to meet any snow/wind loads. Can be mounted to cylindrical pier footings (economical choice), grade beams or slabs.</i> <i>Clear 8mm twinwall polycarbonate to cover sidewalls and endwalls</i> <i>Double layer (IRAC inner layer) of inflated 6mil polyethylene film to cover roof</i>					
2	700012	CUSTOM GRNHS DESIGN AND ENGINEERING	1.00	6,000.00	6,000.00
<i>-Includes all engineered drawings necessary for your building ordinance's requirements.</i> <i>-Full structural review and stamp provided by licensed structural engineer in your state. Foundation engineering is a separate stamp fee.</i> <i>-Drawings to be provided to owner.</i> -Current Lead Time: ~6-8 weeks from customer's approval of design documents/contracts.					
3	102466P	HOT DAWG 60M BTU LO PROF HTR PROPANE	4.00	1,249.00	4,996.00



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Quote Number: 1102100

QUOTE

Page: 2 of 4

4	113104	HEATER HANGER PKG (S750/S1000/S2000)	4.00	399.95	1,599.80
5	111939	FAN 20" HORIZONTAL AIRFLOW 1/10HP 115V	8.00	169.95	1,359.60
6	115831	ALUMINUM DOUBLE HUNG DOOR 4'X8'	2.00	1,879.00	3,758.00
7	110565	ALUMINUM SNGL HUNG DOOR 3'X7'	3.00	1,009.00	3,027.00
8	116191	36" 1SP 115/208-230V DD 1/2HP SLANT WALL FAN	4.00	1,175.00	4,700.00
9	113906MK	54" 3100 SERIES MOTORIZED DAMPER KIT	4.00	1,139.00	4,556.00

Sales Kit

----- Kit Components -----

Kit Seq.	Part Number	Description	Qty Per
9.001	113906	54" 3100 SERIES	1.00
9.002	115224	MOTOR OPERATOR FOR	2.00

12	GSVEN025L03	GH END VNT PKG NO CLD 25'L 3'W	2.00	3,679.00	7,358.00
13	108999	EVAPORATIVE COOLING SYSTEM 25'LX3'HX6"	2.00	2,445.00	4,890.00
16	CR2095	THERMOSTAT SINGLE STAGE DUROSTAT	16.00	55.95	895.20
17	108999F	EVAP COOLING SYS FRAME 25'L X 3'L	2.00	1,005.00	2,010.00
18	CR2041	THERMOSTAT CURTAIN CONTROL	2.00	115.95	231.90
19	CF1770	EXH FAN 24" W/ALUM SHUTR VARISPEED - PEAK VENTILATION	2.00	615.00	1,230.00
20	113903MK	30" 3100 SERIES MOTORIZED DAMPER KIT - PEAK VENTILATION	2.00	439.00	878.00

Sales Kit

----- Kit Components -----

Kit Seq.	Part Number	Description	Qty Per
16.001	113903	30" 3100 SERIES	1.00
16.002	115224	MOTOR OPERATOR FOR	1.00

23	700005	GREENHOUSE INSTALLATION ESTIMATE	1.00	100,830.00	100,830.00
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Website: www.growspan.com

Customer ID: 9114495

Quote Number: 1102100

QUOTE

Page: 3 of 4

Includes: 1 year labor warranty, travel expenses, equipment rentals, installation of quoted structure + equipment, portable restroom and dumpster rental, and trash cleanup

Excludes: Permits, inspections, grade work, site prep, foundation, finish flooring, utilities to the site, breaker panel, utilities to the equipment, drains, downspouts, connection/finish flashing to a pre-existing structure, installation of any item not mentioned in this proposal & build out inside of any quoted metal building[s]. Does not include installation of quoted irrigation components.

FIGURES DO NOT ACCOUNT FOR PREVAILING/DAVIS&BACON WAGE RATES. PLEASE CONFIRM IF SPECIAL WAGE RATES ARE REQUIRED FOR YOUR PROJECT

24	116456	VIBRONET GREEN SPRINKLER	280.00	4.29	1,201.20
25	116469	HANGING ASSEMBLY FOR SPRINKLERS 48"	280.00	3.09	865.20
26	113886	HOSE BIB ASSEMBLY FOR AQUA COOL	4.00	66.95	267.80

Sales Kit

----- Kit Components -----

Kit Seq.	Part Number	Description	Qty Per
20.001	WF1013	3/4" Y-FILTR W/SS	1.00
20.002	WF1330	TEE PVC FXFXF 3/4"	2.00
20.003	WF2350	BUSH PVC MXF 3/4X1/4	2.00
20.004	WF2730	3/4 WASHER ONLY	1.00
20.005	WG3840	PVC SCH 80 NIPPLE	2.00
20.006	WR1095	THREAD SEALING TAPE	1.00
20.007	WR4060	GAUGE 2" SG 0-15 PSI	1.00
20.008	WR4067	GAUGE 2-1/2" SG 0-100	1.00
20.009	109687	SENNINGER PRESSURE	1.00
20.010	112063	FGHXFPT SWIVL 3/4X3/4	1.00
20.011	112066	3/4" IN-LINE SHUT-OFF	1.00
20.012	112674	ADPTR PVC IXM 3/4X3/4	1.00
20.013	INSTRUCTIONS	INSTRUCTIONS	1.00

40	AC2804	3/4" IN-LINE VALVE (20MM)	25.00	5.15	128.75
41	110741A	.820"X.940" 3/4" PE TUBING 100'L	15.00	47.95	719.25



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QUOTE

Page: 4 of 4

42	110403	ANGLE ARROW DRIPPER (3-3/4")	250.00	0.25	62.50
43	111046A	1/4" X 100' SUPERFLEX UV WHT POLY TUBING	9.00	15.39	138.51
44	110730	TEE 21MM .820"X.940" PE TUBING	50.00	0.98	49.00
45	110729	ELBOW 21MM .820"X.940" PE TUBING	50.00	0.81	40.50
46	110728	JOINER 21MM .820"X.940" PE TUBING	50.00	0.50	25.00
47	110731	END PLUG 21MM .820"X.940" PE TUBING	50.00	0.46	23.00
48	110762	GOOF PLUG 3/7MM(BAG OF 10)	2.00	2.59	5.18
49	110743	3MM PUNCH(FOR DRIPPERS AND SPRINKLERS)	1.00	41.95	41.95
50	111698	#23 RATCHET CLAMP	250.00	0.55	137.50
51	112769	MIXRITE 45GPM HORT INJECTOR	4.00	1,065.00	4,260.00

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	4,191.86
2.) -15% VALID THRU 4/30	-35,363.23

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

Lines Total	235,754.84
Total Taxes	19,946.98
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	-31,171.37
Discount	0.00
Quote Total	224,530.45

Quote Accepted By: _____ Date: _____

Signature

atment Facility

Rabbit Foot Lodge

Lake Springdale Trail

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT RELATED
TO PROPERTY AT 6036 DEARING ROAD (PROJECT
NO. 23BPS2, TRACT 15).**

WHEREAS, the City of Springdale has filed a lawsuit against Thang Van Nguyen, Xuan Thi Huynh, Jim Nguyen, and Hong Thi Xuan Le, to condemn property for the Don Tyson Parkway (Hwy 112 to 56th Street) Road Improvement Project, (Project No. 23BPS2, formerly CP1518, Tract 15);

WHEREAS, the City of Springdale deposited the sum of \$39,800.00 into the Registry of the Court as estimated just compensation for the taking of the property needed for the project;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$65,000.00 to acquire the lands needed for the project, said amount being based on an appraisal conducted on behalf of the property owner;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$25,200.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Project No. 23BPS2, Tract 15, condemnation lawsuit for the total sum of \$65,000.00, with the additional \$25,200.00 to be paid from the 2023 Street Bond Fund.

PASSED AND APPROVED this ____ day of _____, 2024.

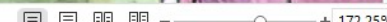
Doug Sprouse, Mayor

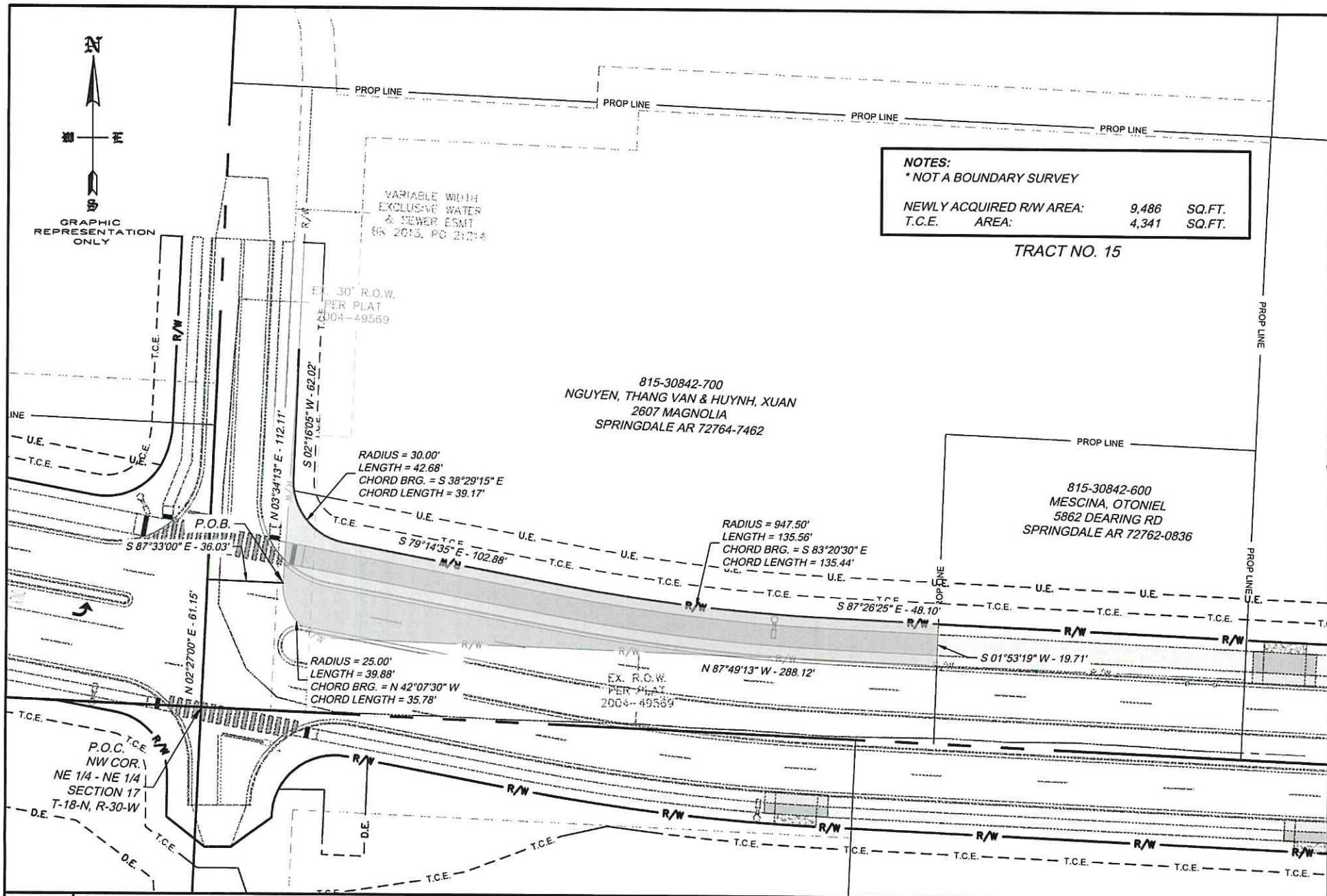
ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

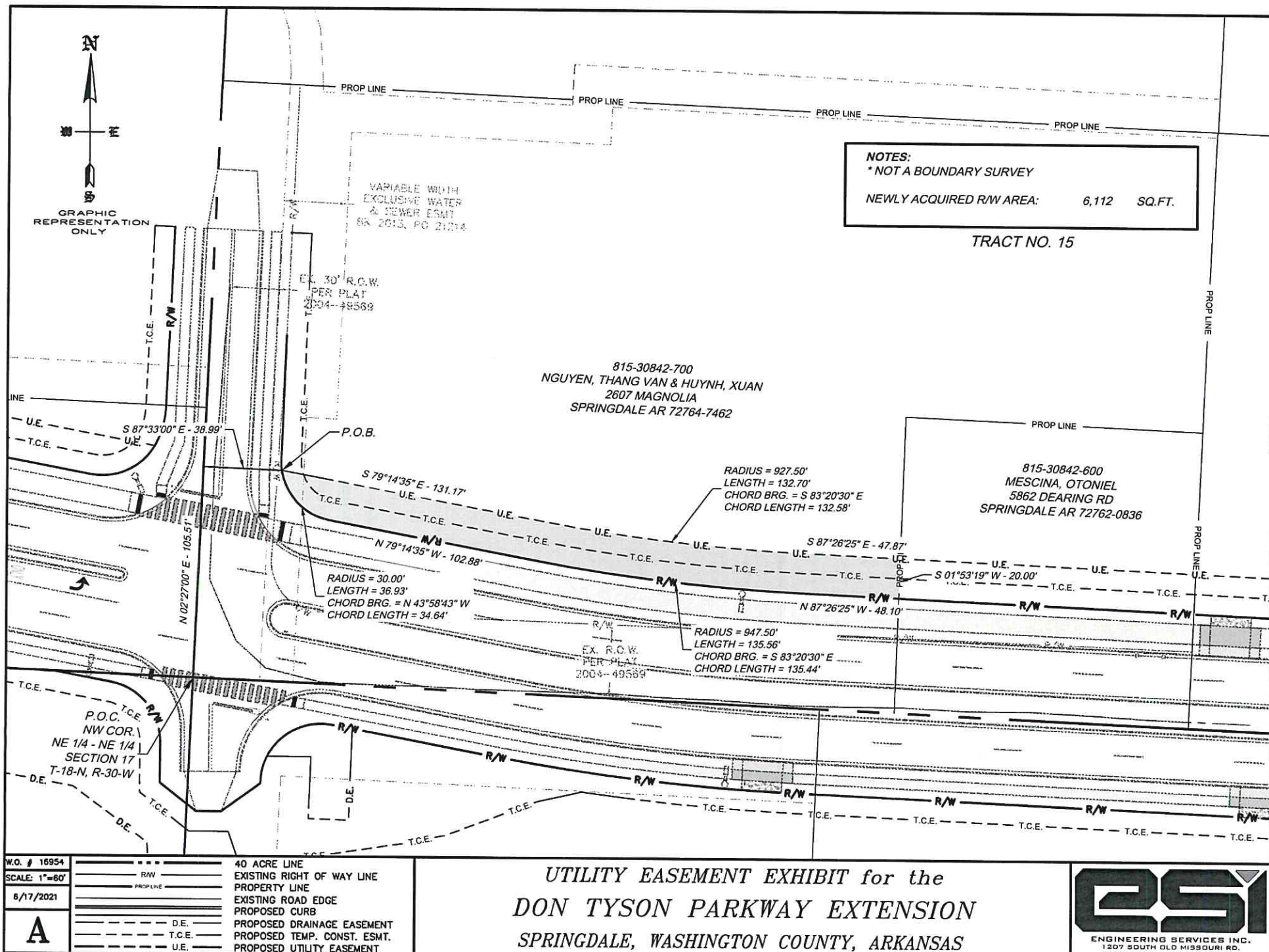




W.O. # 16954	40 ACRE LINE
SCALE: 1"=60'	EXISTING RIGHT OF WAY LINE
6/16/2021	PROPERTY LINE
A	EXISTING ROAD EDGE
	PROPOSED CURB
	PROPOSED DRAINAGE EASEMENT
	PROPOSED TEMP. CONST. ESMT.
	PROPOSED UTILITY EASEMENT

RIGHT-OF-WAY EXHIBIT for the
DON TYSON PARKWAY EXTENSION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

ESI
 ENGINEERING SERVICES INC.
 1207 SOUTH OLD MISSOURI RD.
 SPRINGDALE, ARKANSAS 72764



W.O. # 16954	40 ACRE LINE
SCALE: 1"=60'	EXISTING RIGHT OF WAY LINE
6/17/2021	PROPERTY LINE
A	EXISTING ROAD EDGE
	PROPOSED CURB
	PROPOSED DRAINAGE EASEMENT
	PROPOSED TEMP. CONST. ESMT.
	PROPOSED UTILITY EASEMENT

UTILITY EASEMENT EXHIBIT for the
DON TYSON PARKWAY EXTENSION
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

APPRAISAL REPORT

ON

THE THANG VAN NGUYEN & XUAN THI HUYNH
AND
JIM NGUYEN & HONG THI XUAN LE PROPERTY
(14.53± ACRES/632,927± SQUARE FEET);
LOCATED AT 6036 DEARING ROAD,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY.

ARDOT JOB 040717 – F.A.P STPU-9399(23)
TRACT: 15

FOR

ARKANSAS DEPARTMENT OF TRANSPORTATION
PO BOX 2261, LITTLE ROCK, AR 72203

AND

CITY OF SPRINGDALE
SPRINGDALE, AR

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
SPRINGDALE, ARKANSAS 72703

FILE NO. 6582-15

AS OF

JULY 27, 2022

" E "

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 6036 Dearing Road, Springdale, AR
Client: City of Springdale
Fee Owner: ½ Interest Thang Van Nguyen & Xuan Thi Huynh, and ½ Interest Jim Nguyen & Hong Thi Xuan Le
Mailing Address: P.O. Box 7825; Springdale, Arkansas 72762
Area Of The Whole: 14.53± ACS, or 632,927± SF Permanent Utility Easement .14± AC, or 6,112± SF
Area Of Remainder: 14.31± ACS, or 623,441± SF
Area Of Acquisition: .22± AC, or 9,486± SF Temporary Construction Easement: .10± AC or 4,341± SF

HIGHEST AND BEST USE:

Whole Property-Future Commercial Development

Remainder Property-Future Commercial Development

ACQUISITION COMPENSATION:

Before

Land: 632,927± SF	\$	2,120,300
Improvements: Not Applicable	\$	0
Total:		\$ 2,120,300

After

Land: 623,441± SF	\$	2,083,400
Improvements: Not Applicable	\$	0
Total		\$ 2,083,400

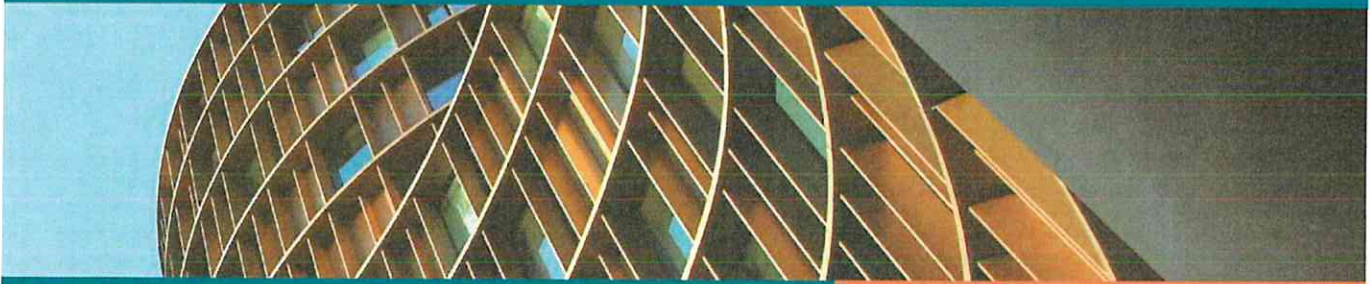
FAIR MARKET VALUE OF ACQUISITION	\$	36,900
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Plus: TCE	\$	2,900
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Total Compensation as of: July 27, 2022	\$	39,800
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ALLOCATION OF COMPENSATION

Land: 9,486± SF @ \$3.35/SF (RND)	\$	31,800
Permanent Easement: 6,112± SF @ \$3.35 x 25% (RND)	\$	5,100
Temporary Construction Easement: 4,341± SF	\$	2,900
Improvements: Not Applicable	\$	
Damages: Not Applicable	\$	
Cost to Cure Items: Not Applicable	\$	
Total Compensation:	\$	39,800



The insight you need. The independence you trust.

14.53 Acres - Vacant Land

Right-of-Way (Don Tyson Parkway Extension)
6036 Dearing Road
Springdale, Arkansas 72762-0837

BBG File #0123114833
Client File: Don Tyson Parkway Project

Prepared For

Ms. April Hamm
Prime Real Estate and Development
4762 Castlewood Lane
Fayetteville, AR 72764-8619

Report Date

July 12, 2023

Prepared By

BBG, Inc., Fayetteville Office
200 W. Center Street
Fayetteville, AR 72701
479-385-4320

Client Manager: Grant Hogue
ghogue@bbgres.com



July 12, 2023

Ms. April Hamm
Prime Real Estate and Development
4762 Castlewood Lane
Fayetteville, AR 72764-8619

Re: Appraisal of Real Property
ROW 14 +/- Acres of Land
6036 Dearing Road
Springdale, Arkansas 72762-0837
BBG File #0123114833
Client File: Don Tyson Parkway Project

Dear Ms. Hamm:

In accordance with your authorization (per the engagement letter found in the addenda of this report), we have prepared an Appraisal of the above-referenced property.

In the before condition, the subject consists of two real estate tax parcels of vacant land containing a total area of 14.53 acres, or 632,927 square feet. The property is zoned A-1, Agricultural within the City of Springdale. The A-1 Agricultural District is designed to protect agricultural land until an orderly transition to urban development has been accomplished. It provides a usable district for certain uses which may be annexed to the city. The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished. A copy of the A-1 zoning ordinance is located in the addenda of this report. As of the effective appraisal date, The City of Springdale intends to acquire the following: 1) 9,486 square feet in permanent right-of-way (ROW); 2) 6,112 square feet in permanent utility easement (PUE). In addition, there will be a 4,341 square foot temporary construction easement (TCE) that will terminate when construction has been completed by the contractor accepted by the City of Springdale. The location of the ROW is along the southern property line. The location of the PUE is located adjacent to the ROW to the north. Therefore, the remainder of the site after the ROW acquisition is 14.31 acres, or 623,441 square feet and will be encumbered by the aforementioned easement areas. The reason for the acquisition by the City of Springdale is for the widening of Don Tyson Parkway as a four lane boulevard from the Gene George roundabout to Highway 112 (approximately 0.8 miles). This project will include a landscaped median, sidewalk, 10 foot side path, and a connection into the 64th Street Phase 2 project. The city is also planning for ArDOT to connect Don Tyson with the Highway 112 roundabout. Acquisition and utility relocation was projected on the City of Springdale website for Winter 2023.

As of the valuation date of this report, Thang Van Nguyen and Xuan Thi Huynh (1/2 interest) and Jim Nguyen & Hong Thi Xuan Le (1/2 interest) owns the subject property. The subject is not listed for sale, nor is it the object of a sales contract.

This appraisal report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), the appraisal guidelines set forth in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and the December 2010 Interagency Appraisal and Evaluation Guidelines. This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. In addition, this report is intended to comply additional requirements of Prime Real Estate and Development (client). The report is intended to be used by Prime Real Estate and Development and/or assigns for information and guidance in the determination of the amount of just compensation that should be paid. No other party may rely upon the findings in this report.

Note: Our opinion of market value is subject to the following Extraordinary Assumptions and/or Hypothetical Conditions:

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions might have affected the assignment results.

Extraordinary Assumption(s)	Upon completion of the proposed work, our opinion of market value is based on the extraordinary assumption that the City of Springdale, at their expense, will replace the land, paving, etc. located within the acquisition area back to a similar condition, if damaged. In addition, in the after condition the property owners will retain the right to use the site as in the same manner as in the before condition.
Hypothetical Condition(s)	The appraisal contains the hypothetical condition that the proposed Don Tyson expansion will be completed as presently planned. The use of this hypothetical condition is applicable only in the after condition value of the larger parcel remainder.

Based on our inspection of the property and the investigation and the analysis undertaken, we have concluded the following value opinion(s).

MARKET VALUE CONCLUSION(S)

Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - Before Acquisition	Fee Simple	July 5, 2023	\$3,164,600
Market Value - After Acquisition	Fee Simple	July 5, 2023	\$3,117,200
Indication Value - Part Acquired	Fee Simple	July 5, 2023	\$75,700

Allocation of Compensation of All Interest

	Area Acquired		Highest and Best Use	Land Compensation	Improvements Compensation	Total Compensation
	Acres	Sq Ft				
Acq Area W - Fee Simple - Area of Acquisition (ROW)	0.218	9,486	Hold for future development (zoning change)	\$47,400	\$0	\$47,400
Fee Simple Interest	0.218	9,486		\$47,400	\$0	\$47,400
PE - Permanent Easement - Permanent Utility Easement (PUE)	0.140	6,112	Hold for future development (zoning change)	\$24,500	\$0	\$24,500
TWAE - Temporary Work Area Easement - Temporary Construction Easement (TCE)	0.100	4,341	Hold for future development (zoning change)	\$3,800	\$0	\$3,800
Easements (Permanent/Temporary)	0.240	10,453		\$28,300	\$0	\$28,300
Total	0.458	19,939		\$75,700	\$0	\$75,700

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY OF
SPRINGDALE TO ENTER INTO A CONTRACT
& APPROPRIATE FUNDS FOR THE
SPRINGDALE PRIDE TRAIL ALIGNMENT
STUDY**

WHEREAS, the City of Springdale passed a resolution on the 11th of October 2022 to use federal Carbon Reduction Program funds for planning and design of off-road trail facilities.

WHEREAS, Crafton Tull was selected as the most qualified firm for the project according to the outlined procurement process required by the grant program.

WHEREAS, the Carbon Reduction Program is a matching program with 80% federal share and 20% local share.

WHEREAS, the contract total for the project is \$122,649.00 in which the city will participate with a 20% share of \$24,529.80 and be reimbursed \$98,119.20 from the Carbon Reduction Program.

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

Section 1 - The Mayor and City Clerk are hereby authorized to execute a contract with Crafton Tull & Associates for planning and design services related to off-road trail facilities in an amount not to exceed \$122,649.00, and

Section 2 - The contract will be paid by the Public Works Engineering/Trails budget.

PASSED AND APPROVED this ____ day of May, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

AGREEMENT
FOR
PLANNING SERVICES

Job 040948 Trail Feasibility: Watkins Ave. – Cambridge St. & Gutensohn Rd. – S. Pleasant St.
(City of Springdale)

PREAMBLE

THIS AGREEMENT, entered into on _____, by and between the City of Springdale, Arkansas (“Owner”), and Crafton, Tull & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Arkansas, with principal offices at 901 N. 47th Street, Suite 400, Rogers, AR 72756.

WITNESSETH:

WHEREAS, the Owner is planning to create trail connections between Watkins Ave. to Cambridge St. and Gutenson Rd. to S. Pleasant St.

WHEREAS, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Arkansas Highway Commission to obtain the assistance of the Consultant’s organization in connection with Planning services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Active Transportation Coordinator” means the Active Transportation Coordinator of the City of Springdale, Arkansas.
- 1.2. “Mayor” means the Mayor of the City of Springdale, Arkansas.
- 1.3. “Consultant’s Representative” shall be Julie Luther Kelso, ASLA, AICP, until written notice is provided to the Owner designating a new representative.
- 1.4. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$122,649.00. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.5. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.6. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.7. "DOT" means the United States Department of Transportation.
- 1.8. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR).
- 1.9. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.10. "FHWA" means the Federal Highway Administration.
- 1.11. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of FAR 48 CFR Part 31 and is also subject to any limitations contained herein. At the time of the Master Agreement execution, the Indirect Cost Rate for the Consultant is 140.38% plus facilities capital cost of money (FCCM) of 0.48%. will be based upon the most recently Department approved rate until acceptance of an updated audited indirect cost rate by the Department. If applicable, the Indirect Cost Rate for each subconsultant shall be listed in **Appendix B**. Each subconsultant's most recently approved Indirect Cost Rate will also be specified in each Task Order. Modifications to the rate may occur when the Owner and Consultant agree and document the change in writing.
- 1.12. "Title I Services" are those services provided by the Consultant before the award of the contract for construction of the Project, consisting primarily of engineering and/or right of way services for the planning or design of the Project.
- 1.13. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$122,649.00. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.14. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier at the time of execution of this Agreement is N/A. Modifications to this Title II Multiplier may occur when the Owner and Consultant agree, document the change in writing. The Title II Multiplier is based upon the Indirect Cost Rate approved by the Department.
- 1.15. "Title II Services" are those services provided by the Consultant after the award of the contract for construction of the Project, consisting primarily of services during the construction of the Project.
- 1.16. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional planning services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of FAR, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in FAR, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

- 3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.
- 3.1.3. Allowable costs for travel are reimbursed for actual expenses incurred and are subject to the limitations, regulations, and cost principals and procedures in FAR and the State of Arkansas Travel Regulations as adopted by the Department Accounting Manual, which are expressly incorporated into this Agreement by reference.
- 3.1.4. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with subsection 3.3 below.
- 3.1.5. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1. SCHEDULE OF SALARY RANGES

See **Appendix A-3**

- 3.2.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.
- 3.2.3. Invoices shall be submitted by mail or email (if emailed submit in pdf or other formats that cannot be altered) to:

Email: thill@springdalear.gov
Mail: City of Springdale Planning Dept.
ATTN: Tristan Hill
201 Spring Street
Springdale, AR 72764

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The initial Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in **subsection 1.11**. If applicable, the Indirect Cost Rate for subconsultants shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subconsultant identified in **Appendix B**. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except

as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to FAR.

- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, ARDOT, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Department of Transportation Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Department of Transportation Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Department of Transportation. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. **Fees.** The justification for the fees and cost is contained in Appendix A-2. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fee of \$12,788.00 for Title I Services. For Title II Services the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. **Invoices, Reimbursement, and Partial Payments.** Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
- 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement that meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the FAR in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.
- 3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.
- 3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I and Title II services under this Agreement, including all costs and fees, shall not exceed the Title I and Title II Services Ceiling Price, respectively. No adjustment of the Indirect Cost Rate, other adjustment, claim or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.
- 3.7. *Final payment.*
- 3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and estimated fee owed to the Consultant. After the final release, the Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.
- 3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—
- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and
 - A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

- 3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of negligent performance of the services of the Consultant and made against the Owner and which are covered under the indemnity provision of Section 27; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, Local Sponsor, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until six years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

6.1. The Trail Feasibility Study project includes the preliminary planning of two potential trail sections including a trail from Watkins Ave. to Cambridge St., and a trail from Gutensohn Rd. to S. Pleasant St. as currently identified on the City of Springdale Trails Master Plan. The Consultant shall be responsible for the evaluation of trail routes intended to reduce carbon emissions from vehicular transportation, improve connectivity, and increase safety and accessibility for all trail users.

The Watkins Ave. to Cambridge St. plan proposes to create a 12' wide multi-use trail to connect existing neighborhoods to up to four schools and give pedestrians and bicyclists the option of a safe alternative to automotive travel.

The Gutensohn Rd. to Pleasant St. plan also proposes a 12' wide multi-use trail that would connect at the termination of a 12' trail that is currently under construction, to neighborhoods and a school campus that currently has over 2,000 students enrolled.

The Plans will focus on identifying the highest level of service corridors for the selected routes.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

- 7.1. See **Appendix A-1**

8. INFORMATION TO BE PROVIDED BY THE OWNER

- 8.1. The City of Springdale will coordinate stakeholder and community meetings.
- 8.2. The City of Springdale will provide all relevant plans, studies, and base data as requested for the project.
- 8.3. The City of Springdale will review draft material from the consultant.
- 8.4. The City of Springdale will provide a single marked-up copy of the Draft Report that incorporates the desired changes based on input from staff and stakeholders.
- 8.5. The City of Springdale will provide direction on public comments to be incorporated into the final report document.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

- 9.1. N/A

10. COORDINATION WITH OWNER

- 10.1. Throughout the Project, the **Consultant** shall hold meetings as needed via Zoom or other virtual platform, or such other location as designated within the Scope of Services (Appendix A-1), with representatives of the Owner, ARDOT and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, ARDOT, and the FHWA at the project office of the Consultant located at 10825 Financial Centre Parkway, Suite 300, Little Rock, AR 72211, or at the regional offices of the Consultant located in Rogers, AR.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Consultant will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Owner. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

- 13.1. See **Appendix A-1**

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in **Appendix B**, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.
- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Neither the employees of the Consultant, or of its subcontractors, shall be deemed employees of the Owner for the purposes of this Agreement.
- 15.2. The Consultant and its subcontractors agree that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Furthermore, the Consultant and its subcontractors shall not enter into any other contract during the term of this Agreement, which would create or involve a conflict of interest with the services provided herein or other contracts that may be adverse to the Owner, State, City or County as it relates to this Agreement.
- 15.3. Notwithstanding any review, approval, acceptance or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation above the Contract Price, correct or revise any errors or deficiencies in its surveys, drawings, specifications, and other services.
- 15.4. The Consultant shall demonstrate to the Owner's Representative the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.5. The Consultant further agrees that in its performance of its work under this Agreement, it shall adhere to the requirements in the Design Standards of the Owner, which shall be incorporated herein by reference.
- 15.6. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.7. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.
- 15.8. Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner to the extent caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.9. The rights and remedies of the Owner provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 15.10. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions.* *Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.

- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, conform to the requirements of this Agreement, meet the satisfaction of the Owner, and are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no additional cost to the Owner above the Contract Price, and any services corrected or re-performed by the Consultant shall be subject to this section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services as defined herein, to be completed by December 31, 2025, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See **Appendix D**

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

- Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of the work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services*. The Owner, upon its own determination, shall pay the Consultant in addition to payment for services rendered and reimbursable costs incurred, for all expenses the Owner determines to have been reasonably incurred by the Consultant in connection with the orderly termination of this Agreement including but not limited to demobilization, reassignment of personnel, associated indirect costs and all other expenses directly resulting from termination.
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 29, Disputes and Claims.
- 18.7. The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

- 19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—
- 19.1.1. Cancel the stop work order; or
 - 19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement;
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 29, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, surveys, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 29, Disputes and Claims. As provided in Section 29, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 29, Disputes and Claims. *However, nothing in this section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. Except for any pre-existing intellectual property, all project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data at no cost to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product. Any Owner use of the Consultant's work product for the purposes other than intended by this Agreement will be without risk to the Consultant.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

- 23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of ARDOT job numbers and FAP numbers for all contracts with Owner, Local Sponsor, and ARDOT against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

- 24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available

to the Owner for performance of this Agreement, including those to be appropriated by the State of Arkansas and those to be provided by the United States.

25. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

25.1. The Consultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to this project during the term of this Agreement, to any person who:

- is a present employee of the City of Springdale or the Department;
- is a former employee of the City of Springdale and at any time during the person's employment with the City, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
- is a former employee of the City of Springdale or the Department within the twelve (12) months of employment cessation; or
- is a former employee of the City of Springdale or the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

25.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 25.1 shall not be permitted to perform any work related to any City of Springdale project for the Consultant during the term of this Agreement.

25.3. This section is not intended to preclude a former employee from accepting employment with the Consultant solely because the Consultant has entered into this Agreement with the Owner.

26. SUCCESSORS AND ASSIGNS

26.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or possessing any interest in, this Agreement.

27. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

27.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner, Owner's officers, employees, and agents, and all other governmental agencies with an interest in the Project, from and for all claims and liabilities stemming from any negligent acts, errors or omissions in the services performed in this Agreement on the part of the Consultant and its subcontractors, and their agents and employees.

27.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

27.3. *Independent Consultant Relationship.* The parties intend that the Consultant shall be an independent consultant of the Owner and that the Consultant shall be solely liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring

during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

28. INSURANCE

- 28.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$2,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant subject to the terms of the policy.
- 28.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 28.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 28.4. *Automobile and General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000 per occurrence and aggregate, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles.
- 28.5. *Valuable Papers Insurance.* The Consultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as a part of the General Liability Insurances referenced above or as a separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Consultant as part of the services under this Agreement, in the event of casualty to, or loss or theft of such papers.
- 28.6. *Insurance Policies and Certificates.* The Consultant shall allow the Owner upon request the right to examine or inspect its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 28.7. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies authorized to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to

cancellation, termination, or reduction in limits of liability insurance during its term except upon thirty (30) days prior written notice to the Owner. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Owner, the Consultant shall provide any insurance required under this Article for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

28.8. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Commercial General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

28.9. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

28.10. *Additional Insured.* All liability insurance policies, except the professional liability policy, worker's compensation and valuable papers maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

29. DISPUTES AND CLAIMS

29.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

29.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

29.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Department employee knowledgeable about the facts that gave rise to such claim;

- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

29.4. *Decision and Appeal.* If an adverse decision is rendered by the Owner, the Consultant shall submit the claim or dispute in writing to the Owner within 60 days from the date of the decision the Owner. The decision of the Owner shall be final and conclusive unless, within 60 calendar days from the date of receipt of Owner's decision, the Consultant files a claim with the Arkansas State Claims Commission ("Claims Commission") appealing the decision of the Owner. The Consultant will be afforded an opportunity to be heard and offer evidence in support of its appeal before the Claims Commission, subject to the rules and regulations of the Claims Commission, including Ark. Code Ann. § 19-10-302, which requires pursuit and exhaustion of all remedies against responsible third parties and insurance coverage.

29.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

29.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

30. COVENANT AGAINST CONTINGENCY FEES

30.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

30.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

- 30.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 30.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 30.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

31. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, successors, and assigns, certifies and agrees as follows:

- 31.1. *Compliance with Regulations*. The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, CFR, Part 21, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 31.2. *Nondiscrimination*. The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 31.3. *Solicitations for Subcontracts, Including Procurements of Materials & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 31.4. *Information and Reports*. The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the ARDOT, or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 31.5. *Sanctions for Noncompliance*. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including

but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

- 31.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the ARDOT, or the USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner or the ARDOT to enter into such litigation to protect the interests of the State and litigation to protect the interest of the United States.

32. DBE CLAUSE

- 32.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, sex, or national origin, in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 32.2. The Consultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

33. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

- 33.1. The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 33.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 33.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

34. CERTIFICATION REGARDING LOBBYING

- 34.1. The Consultant certifies, to the best of their knowledge and belief, that:
- 34.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

34.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

34.1.3. The Consultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

35.1. The Consultant certifies, to the best of its knowledge and belief, that—

35.1.1. The Consultant and any of its Principals—

35.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

35.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 35.1.1.2; and,

35.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

35.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

35.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The certification in subsection 35.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

36. MISCELLANEOUS

- 36.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local codes, laws, regulations, standards, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 36.2. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 36.3. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas. The Consultant's sole remedy following the decision of the City of Springdale regarding any claim or dispute, pursuant to Section 29, Disputes and Claims, shall be before the Arkansas State Claims Commission.
- 36.4. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 36.5. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, Arkansas law and regulations, Department and FHWA Design Standards, and this Agreement.
- 36.6. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 36.7. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 36.8. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.
- 36.9. *Force Majeure Clause.* Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.
- 36.10. *Authorization to Proceed.* Execution of this Agreement by the Owner will be made by written authorization to the Consultant. The Consultant and Subcontractors shall not seek reimbursement for work initiated prior to receiving written notice to proceed or work order authorization.

37. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 37.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

38. CERTIFICATION REGARDING CONFLICT OF INTEREST

- 38.1. The Consultant certifies, that it has no financial interest in the proposed project or construction of the proposed project
- 38.1.1. The Consultant nor any of its Principals have no known conflicts with any of the following:
- 38.1.1.1. No financial interest in work associated with this contract;
 - 38.1.1.2. No ownership interest in work associated with this contract;
 - 38.1.1.3. No Financial interest in the results of any agency decisions regarding approvals for work associated with this project;
 - 38.1.1.4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflict of interest which were not disclosed.
- 38.2. For the duration of the contract, except for work expressly defined in this contract, the Consultant shall not be party to third party agreements for design or construction on projects associated with contract.
- 38.3. For the duration of the contract, except for work expressly defined in this contract, the Consultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

39. NOTICE

- 39.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Deputy Director or the Consultant's Representative, and mailed or hand-delivered to:

- 39.1.1. To the Owner:

City of Springdale
201 Spring Street
Springdale, AR 72764

- 39.1.2. To the Consultant:

Crafton, Tull & Associates, Inc.
901 N. 47th Street
Suite 400
Rogers, AR 72756

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Crafton, Tull & Associate, Inc.

BY: _____
Bill Burnett, PE
Vice President

City of Springdale

BY: _____
Doug Sprouse
Mayor

APPENDICES

APPENDIX A-1	GENERAL SCOPE OF WORK
APPENDIX A-2	JUSTIFICATION OF FEES AND COSTS
APPENDIX A-3	SCHEDULE OF SALARY RANGES
APPENDIX B	SUBCONTRACTS (not applicable)
APPENDIX C	STANDARD CERTIFICATIONS C-1 Crafton, Tull & Associates, Inc. C-2 City of Springdale
APPENDIX D	PROJECT SCHEDULE

APPENDIX A-1

GENERAL SCOPE OF WORK

Trail Feasibility: Watkins Ave. – Cambridge St. & Gutensohn Rd. – S. Pleasant St
Job No. 040948

TASK 1: PROJECT KICK-OFF AND ONGOING MANAGEMENT

Crafton Tull (Consultant) will work with the City of Springdale (Client) to confirm overall project strategy, including a communications plan and project progress documentation.

Task 1.1 Kick-Off Meeting

Crafton Tull will coordinate a kick-off meeting with the client to confirm project objectives. The meeting will address the following items:

1. Provide a forum for meeting participants to identify potential challenges that the project will face, and confirmation of objectives that must be accomplished.
2. Discuss overall project schedule, including expected communication strategies, deliverables, key project milestones, and public engagement strategies.
3. Discuss current active transportation expansion, repair, or near-term plans in development at in the City of Springdale which may affect project goals and objectives.
4. Review adopted plans pertaining to active transportation both at the municipal and the regional level to ensure consistency with previous project goals and objectives, including the Northwest Arkansas Bicycle Infrastructure Plan.
5. Determine availability of GIS and/or other base data and additional documents that will be needed to achieve project goals.
 - a. It is anticipated that the Client will provide the Consultant with the following GIS/CAD or otherwise documented data within the study areas:
 - Zoning
 - Contours
 - Existing and future land use
 - Locations and descriptions of planned transportation infrastructure improvements
 - Existing and planned trails and greenways, sidewalks, and on- and off-road bicycle facilities
 - Right of way extents
 - Bicycle and pedestrian crash data over the past 5 years
 - Documented problem areas for bicyclists and pedestrians
 - Locations of signalized intersections and any other pertinent intersection data
 - Major employment and activity centers
 - Locations of major bicycle and pedestrian destinations
 - Locations of planned residential or commercial development

- Traffic, pedestrian, and bicycle counts through StreetLight, if available
- b. The Consultant will obtain the following data:
- Roadway centerline files with road name, classification posted speed limit, average daily traffic, number of travel lanes, lane widths and overall roadway width, and directional information (one-way or two-way)
 - Locations of physical barriers such as sidewalk disconnects, major highways, rail lines, rivers and streams, steep terrain, or other barriers
 - Parcel layers indicating public or private land ownership\
 - Population, employment and travel data (by census block or block group)
 - Aerial photography
- c. Additional data will be requested by the Consultant as needed.

Task 1.2 Project Coordination

Crafton Tull will coordinate monthly coordination meetings (virtual) with the client to ensure ongoing communication and updates that may affect project development.

Task 1 Deliverables:

- Kickoff meeting notes, including project goals and objectives
- Internal communications plan
- Project progress documentation
- Public engagement strategies

TASK 2: DISCOVERY

Crafton Tull will utilize data provided by the Client as well as other sources to establish base maps of the study areas reflecting natural, manmade, or cultural phenomena that may impact project trails development. Areas adjacent to the study areas with high potential for impacting project development will be included for consideration where appropriate.

Task 2.1 Site Assessment

The Consultant will complete an in-person site assessment to document existing conditions and provide a basis for technical analyses and scenario assessments.

Task 2.2 Technical Analyses

Crafton Tull will analyze the following realms:

- **LAND:** including zoning and land use, ownership and development patterns, jurisdictional boundaries, and destinations
- **INFRASTRUCTURE:** including rights of way, easements, streets, utilities, existing active transportation facilities, trails master plan, master street plan, active transportation plan, and other applicable documents

- **THE NATURAL ENVIRONMENT:** including topography, drainage, floodways and floodplains, wetlands, soils, urban tree canopy, and native habitats

Task 2.3 Client Discovery Meeting

The Consultant will hold a virtual meeting with the Client to review study area basemaps and technical analyses. The Client will provide documentation that findings are accurate and may provide additional information. The Consultant will provide initial recommendations and strategies for presenting base maps and other information at the first public meeting.

Task 2 Deliverables:

- Study area base maps and documented client input

TASK 3: COMMUNITY OUTREACH AND VISIONING

Crafton Tull will pursue equitable and inclusive public engagement for this project by prioritizing individual wellbeing in two public engagement meetings. A clear understanding of Springdale residents' values will be reflected in the community engagement portion of the project. Community views on economic development, recreation, transportation, health, wellness, access to transit, and quality of life will inform the formulation of community engagement strategies and public meeting execution. Technical data will be communicated in a clear and understandable manner.

Task 3.1 Trails Feasibility Public Meeting 1

The first public meeting will be conducted early in the plan development process, the purpose of which is to gather insight from area residents, employers, stakeholders, and the community at large. The meeting will achieve the following objectives:

- Educate attendees about potential successful solutions to apparent active mobility deficiencies within the study area, including design treatments, and standard or innovative accommodations
- Educate attendees of available benefits to active mobility in Springdale
- Obtain feedback from a diverse cross section of Springdale's residents
- Obtain local information pertaining to walkability, bikeability, and general mobility barriers and opportunities within the study areas
- Provide equitable opportunity for meeting attendees to document location-specific issues they are aware of, or routes they currently travel, or would like to travel
- Consider attendee's input regarding connectivity between study areas and to destinations adjacent to the study areas

Crafton Tull will be responsible for developing meeting materials, handouts, and visuals. The Client will be responsible for arranging the meeting venue and associated logistics, such as distributing meeting notifications to the public.

Task 3.2 Trails Feasibility Public Meeting 2

The second public meeting will present scenarios developed in Task 4 and obtain feedback from area residents, employees, stakeholders, and the community at large. The meeting will achieve the following objectives:

- Discuss proposed alternatives for on- and off-road active mobility facilities within both study areas
- Share information discovered during scenarios analysis, field assessments, and data gathering processes in a simple and easily understood manner
- Gather attendee sentiment on proposed alternatives and potential impacts to transportation, wellbeing, or local quality of life, whether positive or negative
- Gather attendee preferences on desired amenities, such as bike repair stations, information display, heritage markers, shade, water, lighting, trash receptacles, benches, emergency response markers, wayfinding signage, and restrooms.
- Gather attendee's desired priorities for active mobility connectivity within the study area, including but not limited to directness, safety, and destination connectivity.

Crafton Tull will be responsible for developing meeting materials, handouts, and visuals. The Client will be responsible for arranging the meeting venue and associated logistics, such as distributing meeting notifications to the public.

The City of Springdale will be responsible for communicating with land owners regarding specific alignment impacts prior to Task 3.2.

Task 3 Deliverables:

- Community outreach meeting 1 summaries and scanned materials
- Community outreach meeting 2 summaries and scanned materials
- Community outreach summary outcome document

TASK 4: SCENARIOS ANALYSIS

Following the first community outreach meeting, the Consultant will develop 2-3 route scenarios for both study areas, tailored to the expressed needs and desires of Springdale residents while reviewing technical data. Ongoing client and public communication will occur in this task to ensure preferred solutions are consistent with local knowledge. Route scenarios will be presented to the client for approval in during a virtual meeting prior to the assessments described in Task 4.1

Task 4.1 Scenarios Development and Analysis

Each scenario will be tested on a variety of factors, documented in a side-by-side comparison of each.

Quantitative factors for each scenario include the following:

- Proposed facility type, including width and material
- Distance
- Recommended easement width
- Approximate population served
- Amenities connected
- Roadway features (width, number of lanes, average daily traffic counts, etc.)
- Number of impacted properties
- Existing and proposed access points
- Recommended acquisitions, if applicable
- Intersections with minor streets
- Intersections with major arterials
- Water crossings
- Slope
- Soils
- Geology
- Wetlands
- Floodway + floodplain impacts
- Carbon dioxide emissions benefits
- Cultural resources
- Historic properties
- Threatened and Endangered Species Habitat
- Environmental Justice
- Hazardous materials
- Utility impacts
- Permitting
- Other environmental impact concerns
- Opportunity to correct an existing safety issue
- Other infrastructure concerns

Qualitative Factors for review include:

- Quality user experience
- Quality of life impacts
- Aesthetics
- Safety perception
- User conflicts
- Constructability
- Maintenance implications

Task 4.2 Client Meeting: Alternative Analysis Review

Following the development scenario analyses, an in-person meeting will be held with the Client to review analyses and initial Consultant recommendations prior to proceeding to Task 3.2.

Task 4 Deliverables:

- Scenarios analysis maps
- Scenarios analysis revision notes

TASK 5: PLAN DEVELOPMENT AND IMPLEMENTATION RECOMMENDATIONS

Based on the scenarios analysis in Task 4, a preferred route or combination of routes will be selected for each study area and further developed in Task 5.

Task 5.1 Plan Development

Crafton Tull will develop recommended routes for each study area based on one, or a combination of multiple scenarios, subdivided as needed to reflect implementable projects, with specificity to inform future construction drawings. These will be based on the outcomes from technical data review, public input regarding prioritization, and client directives. Route location and corresponding prototypical cross sections will be provided and will include recommended width, crossing applications, and amenities according to the input received in Task 3.2.

Task 5.2 Desktop Environmental Review

Crafton Tull will gather preliminary information and assessments required for NEPA review and permitting and will generate a report documenting preliminary findings and recommendations.

Task 5.3 Planning Level Cost Estimates

A menu of planning level costs for various components will be developed based on national cost estimating standards and calibrated to local construction climate using local bid tabs for similar unit costs. Components include, but are not limited to ADA ramps, pedestrian signals, crosswalks, drainage crossings, and linear feet of path by type. From this menu, order of magnitude opinions of probable cost for the recommended route will be formulated.

Task 5.4 Implementation Strategies

Crafton Tull will recommend strategies for plan development pertaining to the following factors: financial, political, partnership, environmental and built assets. Specific recommendations will be outlined regarding phasing, cost, and other considerations.

Task 5 Deliverables:

- Preferred route location
- Preferred route prototypical cross sections
- Crossings prototypical plans
- Recommended amenities
- Planning-level cost estimates
- Phasing plan

TASK 6: DOCUMENTATION

Crafton Tull will prepare draft and final versions of the Springdale Trails Feasibility Study, detailing the outcomes with a visually engaging report format as a functional tool ready for immediate use. The final feasibility study document will consolidate and synthesize the technical findings and public input generated in Tasks 1 through 5 while adhering to required regulatory compliance.

Task 6.1 Draft Feasibility Study Document

The Draft Feasibility Study Document will include written sections, maps, graphs, and the locations of the recommended projects. Planning level cost estimates, outcomes and recommendations from each of the project tasks will be outlined and described. The document will include photographs, charts, graphics and drawings as needed to support the text. A digital copy will be made available to the Client for review.

Task 6.2 Client Review

Following the review period, the Client will provide a single copy of the draft including comments of desired revisions.

Task 6.3 Final Feasibility Study Document

Crafton Tull will revise the draft document per Client comments and prepare the final feasibility study report. The final document will be provided in digital format and presented for approval.

Task 6.4 Presentation to the Springdale City Council (Adoption Hearing)

Crafton Tull will prepare and deliver a presentation for Springdale City Council plan adoption. Major themes, key highlights and plan recommendations will be summarized and communicated.

Task 6 Deliverables:

- Draft and final reports
- GIS files

APPENDIX A-2 JUSTIFICATION OF COSTS AND FEES

March 12, 2024

Job No. 040948

Trail Feasibility: Watkins Ave. – Cambridge St. & Gutensohn Rd. – S. Pleasant St

PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FIXED FEE	EXPENSES	TOTAL
CRAFTON, TULL & ASSOCIATES, INC.	973	\$106,781	\$12,788	\$3,080	\$122,649
SUBTOTAL TITLE I	973	106,781	12,788	\$3,080	\$122,649
SUBCONSULTANTS TITLE I					
SUBTOTAL SUBCONSULTANTS TITLE I	0	\$0	\$0	\$0	\$0
TOTAL TITLE I	973	\$106,781	\$12,788	\$3,080	\$122,649
TOTAL PROJECT	973	\$106,781	\$12,788	\$3,080	\$122,649

APPENDIX A-2 JUSTIFICATION OF COSTS AND FEES

March 12, 2024

Job No. 040948

Trail Feasibility: Watkins Ave. – Cambridge St. & Gutensohn Rd. – S. Pleasant St

CRAFTON, TULL & ASSOCIATES, INC.

MANHOURS											
TASK	PM	SP	P2	P1	EM	PE	EI3	ENM	SEC	AD4	TOTAL
Task 1: Kickoff & Ongoing Management	4	16	48	0	10				12		90
Task 2: Discovery		16	32	16	12		10		24		110
Task 3: Community Outreach & Visioning	20	64	80	64	12		8	4	8		260
Task 4: Scenarios Analysis	2	16	80	34	20		24	2	24		202
Task 5: Plan Development & Implementation Strategies	2	24	32	42.5	24		8	4	32		169
Task 6: Documentation	2	34	40	44	6		4	4	8		142
TOTAL MH - CRAFTON, TULL & ASSOCIATES, INC.	30	170	312	200.5	84	0	54	14	108	0	973
LABOR COSTS											
Category - Description									Rate	MH	Amount
PM - Planning Manager									\$71.00	30	\$2,130
SP - Senior Planner									\$64.00	170	\$10,880
P2 - Planner II									\$38.00	312	\$11,856
P1 - Planner I									\$30.00	200.5	\$6,015
EM - Engineering Manager									\$63.00	84	\$5,292
PE - Project Engineer									\$48.00	0	\$0
EI3 - Engineer Intern III									\$40.00	54	\$2,160
ENM - Environmental Manager									\$66.00	14	\$924
SEC - Senior Environmental Scientist									\$47.00	108	\$5,076
AD4 - Administrative IV									\$32.00	0	\$0
									Subtotal		\$44,333
									Overhead	140.38%	\$62,235
									Subtotal		\$106,568
									12% Fixed Fee		\$12,788
									FCCM	0.48%	\$213
									Subtotal Labor Costs		\$119,569
EXPENSES											
ITEM							Quantity	Unit	Rate	Amount	
Printing (11 x 17 Color)								each	\$0.00	\$0	
Vendor (Cultural Resources Report)							1	each	\$3,000.00	\$3,000	
Mileage - Statewide (site investigation)							120	mile	\$0.67	\$80	
Lodging - Statewide (x nights / x persons)								night	\$107.00	\$0	
Meals - Statewide (x nights / x meals / x persons)								day	\$59.00	\$0	
Shipping								each	\$35.00	\$0	
									Subtotal Expenses		\$3,080
TOTAL COSTS - CRAFTON, TULL & ASSOCIATES, INC.											\$122,649

APPENDIX A-3
SCHEDULE OF SALARY RANGES
CRAFTON, TULL & ASSOCIATES, INC.

Trail Feasibility: Watkins Ave. – Cambridge St. & Gutensohn Rd. – S. Pleasant St
Job No. 040948
March 12, 2024

Classification / title	Min. Hourly	Max. Hourly
Engineering Principal	\$ 75.00	\$ 122.00
Sr. Engineering Manager	\$ 52.00	\$ 103.00
Engineering Manager	\$ 45.00	\$ 84.00
Sr. Project Engineer	\$ 40.00	\$ 78.00
Project Engineer	\$ 36.00	\$ 52.00
Engineer Intern III	\$ 35.00	\$ 50.00
Engineer Intern II	\$ 29.00	\$ 47.00
Engineer Intern I	\$ 27.00	\$ 39.00
Sr. Engineering Designer	\$ 36.00	\$ 73.00
Engineering Designer III	\$ 29.00	\$ 52.00
Engineering Designer II	\$ 23.00	\$ 47.00
Engineering Designer I	\$ 22.00	\$ 35.00
Engineering CAD Technician III	\$ 20.00	\$ 33.00
Engineering CAD Technician II	\$ 16.00	\$ 29.00
Engineering CAD Technician I	\$ 14.00	\$ 24.00
Environmental Principal	\$ 60.00	\$ 116.00
Environmental Manager	\$ 60.00	\$ 80.00
Sr. Environmental Scientist	\$ 50.00	\$ 81.00
Project Environmental Scientist	\$ 35.00	\$ 58.00
Environmental Scientist II	\$ 28.00	\$ 37.00
Environmental Scientist I	\$ 20.00	\$ 28.00
Planning Principal	\$ 60.00	\$ 116.00
Planning Manager	\$ 58.00	\$ 74.00
Sr. Planner	\$ 51.00	\$ 68.00
Project Planner	\$ 35.00	\$ 60.00
Planner II	\$ 23.00	\$ 45.00
Planner I	\$ 15.00	\$ 32.00
Landscape Architecture Manager	\$ 50.00	\$ 70.00
Sr. Landscape Architect	\$ 39.00	\$ 65.00
Project Landscape Architect	\$ 28.00	\$ 49.00
Landscape Architect Intern II	\$ 30.00	\$ 40.00
Landscape Architect Intern I	\$ 25.00	\$ 31.00
Landscape Architecture Designer	\$ 20.00	\$ 35.00

APPENDIX A-3 (continued)
SCHEDULE OF SALARY RANGES
CRAFTON, TULL & ASSOCIATES, INC.

Trail Feasibility: Watkins Ave. – Cambridge St. & Gutensohn Rd. – S. Pleasant St
Job No. 040948
March 12, 2024

Classification / title	Min. Hourly	Max. Hourly
Sr. GIS Manager	\$ 46.00	\$ 65.00
GIS Manager	\$ 30.00	\$ 46.00
GIS Analyst	\$ 22.00	\$ 37.00
GIS Technician II	\$ 16.00	\$ 29.00
GIS Technician I	\$ 12.00	\$ 23.00
Surveying Principal	\$ 60.00	\$ 116.00
Sr. Survey Manager	\$ 60.00	\$ 85.00
Surveying Manager	\$ 50.00	\$ 65.00
Sr. Project Surveyor	\$ 45.00	\$ 55.00
Project Surveyor	\$ 35.00	\$ 50.00
Survey Intern II	\$ 30.00	\$ 45.00
Survey Intern I	\$ 20.00	\$ 35.00
Survey Coordinator	\$ 18.00	\$ 52.00
Crew Chief II	\$ 28.00	\$ 45.00
Crew Chief I	\$ 24.00	\$ 30.00
Field Surveyor III	\$ 22.00	\$ 30.00
Field Surveyor II	\$ 17.00	\$ 22.00
Field Surveyor I	\$ 14.00	\$ 20.00
Survey CAD Technician III	\$ 14.00	\$ 45.00
Survey CAD Technician II	\$ 13.00	\$ 23.00
Survey CAD Technician I	\$ 11.00	\$ 19.00
UAV Team Lead	\$ 35.00	\$ 45.00
UAV Pilot	\$ 20.00	\$ 35.00
Administrative Principal	\$ 60.00	\$ 116.00
Administrative Manager	\$ 42.00	\$ 64.00
Administrative IV	\$ 24.00	\$ 58.00
Administrative III	\$ 16.00	\$ 52.00
Administrative II	\$ 13.00	\$ 36.00
Administrative I	\$ 11.00	\$ 21.00

NOTES:

- Escalation occurs annually in January
- Additional staff may be added during the term of the contract if needed
- Salary ranges for these additional staff will be submitted to the Owner for approval prior to any work being performed
- Staff may change classification and rate during the term of the contract

CERTIFICATION OF CONSULTANT

I hereby certify that I, Robert M. Crafton, PE, am the President and duly authorized representative of the firm of Crafton, Tull & Associates, Inc. whose headquarters address is 901 N. 47th Street, Suite 400, Rogers, AR 72756, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 34 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 38 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Crafton, Tull & Associates, Inc. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Courtney Guppy, Vice President of Human Resources (ADA/504/Title VI Coordinator), 901 N. 47th Street, Suite 400, Rogers, AR 72756, **Phone No. (479) 636-4838**, or the following email address: **Courtney.guppy@craftontull.com**.

Robert M. Crafton
President

Date

CERTIFICATION OF THE CITY OF SPRINGDALE

I hereby certify that I am the Mayor of the City of Springdale, and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fees, contributions, donations, or considerations of any kind:

except as here expressly stated (if any):

acknowledge that this certificate is to be furnished to the City of Springdale, the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Doug Sprouse
Mayor

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO RENEW A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN.

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

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

WHEREAS, on March 23, 2021, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 5579, authorizing a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan;

WHEREAS, the contract with the DSA was extended for additional one (1) year terms by way of Resolution No. 36-22 passed on April 26, 2022, and by way of Resolution No. 44-23 passed on April 11, 2023, said term expiring on February 28, 2024;

WHEREAS, the City of Springdale desires to renew the existing contract with the DSA for a period of one (1) year;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the DSA, allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$150,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to renew a contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$150,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

PASSED AND APPROVED this ____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

CONTRACT FOR SERVICES

This Contract for Services entered this _____ day of _____, 2024, by and between the City of Springdale, Arkansas, (hereafter “City”) and Downtown Springdale Alliance (hereafter “DSA”) pursuant to the following terms and conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. CONSIDERATION: City shall pay and DSA agrees to accept a sum in the amount of \$150,000.00 as consideration for the services to be rendered as set forth in this Contract to be paid bi-annually during the First business Monday of Second Quarter and the First business Monday of the Fourth Quarter.
2. TERM: The term of this Contract shall be from March 1, 2024, to February 28, 2025.

3. SERVICES TO BE PROVIDED: DSA's primary purpose, which is aligned with the City's goals, is "To Promote a Vibrant Downtown Springdale." In consideration of the funds paid by the City, DSA will provide the following specific services:
- a. Public Space, Community Events Calendar, Social Media, Website
 - i. Organize, and advertise public events through operation, updating, and maintenance of the Downtown Public Events Calendar, Social Media, and Website, Press Releases, etc.
 - ii. Manage all requests to reserve Shiloh Square, Turnbow Park, and Luther George Park once it is open again to the public.
 - iii. Manage and coordinate all street closures approved by the city for Emma Avenue through the Public Events Committee.
 - iv. Provide the administration and coordination of the Public Events Committee. Coordinate and approve applications for public events wishing to use public spaces within the Downtown area. Representatives of downtown businesses, arts organizations, the Jones Center, the Rodeo, the ARMO Railroad, and City staff from Police, Planning, Parks, Public Works, and Public Relations comprise the Public Events Committee.
 - v. Provide liaison services to property owners and interested parties for the development, implementation, and revision of land use by assisting with development and ongoing revision of rules and regulations for Downtown master planned overlay district.
 - vi. Develop and maintain a website that provides a virtual gateway to downtown, aligns with our mission, and is reflective of all that is happening in Downtown Springdale.
 - vii. Develop the programming for the reopening of Luther George Park.
 - 1. DSA shall host and provide some programming in Luther George Park.
 - 2. DSA shall collaborate with numerous arts, cultural, and cycling organizations to design programming that aligns with the community goals for Luther George Park.
 - 3. DSA shall develop and maintain a webpage for Luther George Park that includes reservation management, and a public programs schedule.
 - b. Contact point for Downtown Development:
 - i. Assist owners and interested parties in answering questions related to the Downtown Master Plan.
 - ii. Serve as ambassador to new developments, and re-developments for properties within Downtown.
 - iii. Consult with land owners, interested parties, and City on review, creation, and implementation of new codes and ordinances for Downtown, and alignment with the Downtown Master Plan.

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

4. **REPORTING:** DSA shall submit, not less than bi-annual, reports prepared by DSA to City identifying and accounting for social engagement through metrics; public space events processed by DSA, Public Events Committee and reflected on Public Events Calendar; meetings by DSA personnel with residents, Downtown businesses, and businesses outside of Downtown related to development in Downtown; and business retention and expansion data when available.
5. **STATUS OF DSA:** The parties agree that DSA shall be deemed an independent contractor in every respect and shall take all steps at its expense and pursuant to the use of its materials and its method of operations, including those tasks requested by City. City does not, and will not, assume any responsibility for services provided by DSA. Furthermore, the parties mutually agree and understand that City has no financial interest in DSA and is not deemed to be or construed to be a partner, joint venture, or investor in DSA.

6. NON-ASSIGNMENT: DSA understands and agrees that the services to be rendered are to be rendered by DSA and shall not be subcontracted or assigned to any other party or person without the express written consent of City.
7. COMPLIANCE WITH LAW: DSA agrees that in the performance of this Contract, it shall comply with all local, state, and federal laws and regulations, including but not limited to bans on discrimination based on race, sex, color, national origin, gender, or disability. DSA further recognizes that, as it relates to the specific funds provided herein by the City, some of its activities are subjected to the Freedom of Information Act ("FOIA"), and accordingly, it will comply with the FOIA as it relates to requests for information pertaining to the use of such funds. The funds given in consideration of the serviced by DSA in the agreement are exclusive to the implementation of the consideration by DSA. Funds provided herein are separate from DSA other non-FOIA revenues, donations, and compensation. DSA is not a public entity, is not primarily funded by public funds, and is otherwise a private independent entity separate and apart from the City.
8. DISCLAIMER: The parties hereto acknowledge that this Contract is for the providing of the services listed herein and this Agreement in no way suggests the City endorses or agrees with any position taken by DSA or any groups affiliated with it.
9. NON-APPROPRIATION: DSA recognizes that the funding provided for in this Contract is contingent upon the appropriation of public funds by the City. If City does not appropriate monies for this Contract, there shall be no penalty assessed against City and this Contract shall be null, void and of no effect.
10. COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.
11. SEVERABILITY: If any provision of this Contract is declared to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other party of circumstances shall not be affected thereby, the provisions of this Contract being severable in any such instance. If any sentence or portion shall be adjudged to be invalid or unenforceable, then that article shall be deemed to be amended to delete therefrom the portion adjudicated to be invalid or unenforceable.

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

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

CITY OF SPRINGDALE

By: _____
Mayor

WITNESS:

City Clerk

City Seal:

DOWNTOWN SPRINGDALE ALLIANCE

By: _____
Jill Dabbs, Executive Director

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
PROPERTY LOCATED AT 1403 S. POWELL STREET,
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, ATCO Rubber Products, Inc., currently own property located at 1403 S. Powell, Springdale, Washington County, Arkansas, and being more particularly described as follows:

Part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 17 North of Range 30 West, described as: Beginning at a point 30 feet South of Northwest corner of said forty-acre tract, thence South 611.6 feet, thence South 89°49' East 542.72 feet, thence North 611.6 feet thence North 89°49' West 542.72 feet to the point of beginning, containing 7.62 acres, more or less. LESS AND EXCEPT: Part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 17 North, Range 30 West described as: Beginning at a point 616.6 feet South of the Northwest corner of said forty-acre tract, thence South 25 feet, thence South 89°49' East 542.72 feet, thence North 25 feet, thence North 89°49' West 542.72 feet to the point of beginning, containing .31 acres, more or less, in the City of Springdale, Arkansas. LESS AND EXCEPT: A part of the Northeast Quarter of the Southeast Quarter of Section 1, Township 17 North, Range 30 West, and being more particularly described as follows, to-wit: From the Northwest corner of said forty-acre tract, run South 441.60 feet to the POINT OF BEGINNING; thence South 175.0 feet; thence South 89°49' East 542.72 feet; thence North 175.00 feet, thence North 89°49' West 542.72 feet to the POINT OF BEGINNING, and containing 2.18 acres, more or less and subject to rights-of-way and easements, if any.

Also known as Washington County Tax Parcel No. 815-28751-000, consisting of approximately 5.13 acres of land, and including a 59,400 square foot industrial building located thereon ("the Property").

WHEREAS, the Property is uniquely situated and located in such a manner as to be desirable for use by the City of Springdale; and,

WHEREAS, the City of Springdale would like to enter into a contract with ATCO Rubber Products, Inc., for the purchase of the Property for the total sum of \$3,200,000.00; said contract being contingent upon a satisfactory feasibility study, environmental report, and satisfaction of other terms as set forth in a Letter of Intent entered into between the parties on or about March 7, 2024, or as otherwise agreed to by the parties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to enter into a contract for the purchase of the Property, subject to the contingencies contained therein, and execute all documents necessary for the acquisition of the Property in the amount of \$3,200,000.00, plus associated costs, to be paid from the Unrestricted General Fund.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



NON-BINDING AGREEMENT

March 6th, 2024

Mueller Industries
ATTN: Mr. Jack Treas
150 Schilling Blvd, Suite 100
Collierville, TN 38017

RE: Letter of Intent ("LOI") – ATCO Rubber Products Inc, 1403 Powell Street, Springdale AR, Washington County, Parcel ID: 815-28751-000

The City of Springdale ("Purchaser") is pleased to submit the following Letter of Intent ("LOI") for the purchase of the above referenced real estate from ATCO Rubber Products, Inc ("Seller"). The purpose of this LOI is to facilitate the drafting of a formal Purchase and Sale Agreement ("PSA"), which shall specify in greater detail the terms and conditions of this sale. Purchaser shall prepare and deliver the PSA and Lease Agreement within ten (10) business days after approval from Springdale City Council.

Property

1403 Powell Street, Springdale AR, Washington County (Parcel: 815-28751-000)
59,400 square foot industrial building on 5.13 acres of land area

Purchase Price

Purchase price to be \$3,200,000.

Earnest Money

Earnest Money of \$20,000 to be paid as follows: \$10,000 payable within three (3) business days after acceptance. The remaining \$10,000 payable within three (3) business days after Due Diligence period. Earnest Money will apply to Purchase Price and become non-refundable after satisfactory Due Diligence period.

Due Diligence Period

Purchaser will have ninety (90) days from the effective date of the PSA in order to complete Due Diligence, which shall include but not be limited to environmental assessment, physical examination of the Property, and a comprehensive evaluation of all other aspects of the Property.



Leaseback

The Purchaser agrees to enter into a leaseback contract with the Seller for a period of one (1) year at a lease rate of \$3.00 per square foot with two (2) one (1) year extensions. Lease terms to be provided and agreed upon simultaneous with PSA effective date.

Closing

Closing is contingent upon the satisfactory completion of Due Diligence. The Closing to be scheduled for October 1, 2024.

Costs

Each party will bear its own expenses in connection with the evaluation, negotiation, and/or consummation of the transaction, including the fees and expenses of attorneys, accountants, and consultants. Seller is responsible for all costs associated with delivering clear title to the Purchaser, any costs related to extinguishing any existing debt encumbering the Property, and the payment of transfer taxes, if any. Purchaser will be responsible for the payment of its own Due Diligence expenses and recording fees. The parties will equally share the escrow expenses. Any interest, ad valorem taxes, rents, operating expenses, etc., shall be prorated as required.

Exclusivity

Seller agrees to deal exclusively with Purchaser in connection with the transaction beginning on the date that Seller countersigns LOI and continuing through the date of Closing. Seller may enter into back-up offers only.

Access to Information

The Seller will provide Purchaser with prompt and timely access to all information that it maintains and is relevant and necessary to expeditiously pursue the transaction.

Contingent Items

This transaction in its entirety is dependent upon the approval of the City of Springdale City Council.

Expiration

This LOI counter will expire at 5:00 PM CST on March 8th, 2024, unless said LOI has been agreed to, accepted, and executed by both parties.

Brokerage Commission

Both parties recognize that Griffin Company Commercial Division represents Purchaser and shall be paid a 5% commission by the Seller, pursuant to a separate agreement.

Governing Law

This LOI is governed by and shall be construed in accordance with the laws of the State of Arkansas applicable to contract made and performed in that State.



This LOI is only an expression of the mutual intent of the Seller and Purchaser concerning some aspects of the proposed transaction described above, it being understood that all material terms of the proposed transaction are not yet fully specified or agreed upon between the parties. It is understood that this LOI is not legally binding and no liabilities or obligations of any kind whatsoever are created hereby between the parties. Notwithstanding the foregoing, all deal points explicitly identified and agreed to in this LOI shall not be materially altered during the negotiation of the PSA.

Sincerely,

Greg Taylor

Greg Taylor
Executive Broker

Purchaser: CITY OF SPRINGDALE

Doug Sprouse

By: *DOUG SPROUSE*

Title: *MAYOR*

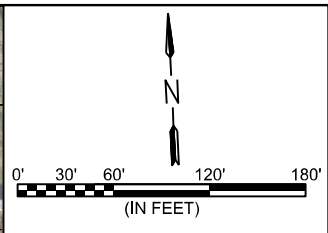
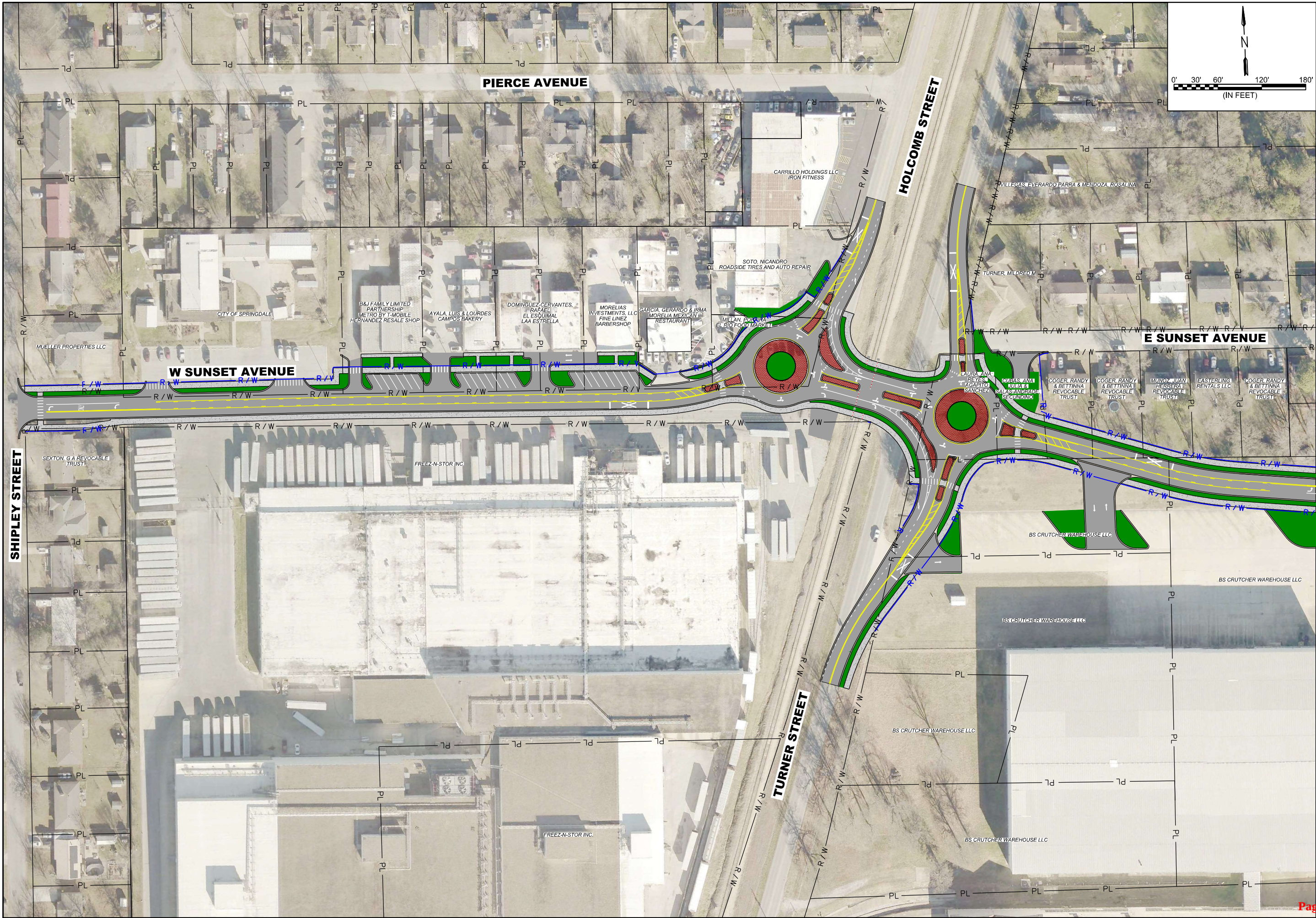
Agreed to and Accepted by:

Seller: *ATCO Rubber Products, Inc.*

By: *Phyllis M. M. M. M.*

Title: *VP - Legal Secretary*

Date: *3/7/2024*



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PROFESSIONAL SERVICES
AGREEMENT FOR THIS WORK.

REV.	DATE	DESCRIPTION	BY

SPRINGDALE
WE'RE MAKING IT HAPPEN

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

SUNSET AVENUE
SHIPLEY STREET TO
TURNER STREET
ALTERNATE 3

JOB NO.: 21T21140
DATE: FEB. 2024
DESIGNED BY: ZTM
DRAWN BY: JAA

BAR IS ONE INCH ON
ORIGINAL DRAWING
0" = 1" IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
APDX-A



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PROVIDED. EMBLEM, SURVEY AND
ADJUSTMENT FOR THIS WORK.

REV.	DATE	DESCRIPTION	BY

SPRINGDALE
WE'RE MAKING IT HAPPEN

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

**SUNSET AVENUE
EXTENSION
ALTERNATE 1A**

JOB NO.: 21T21140
DATE: NOV, 2023
DESIGNED BY: ZTM
DRAWN BY: TSA

SCALE: 1" = 30' ON ORIGINAL DRAWING
1" = 30' ON THIS PRINT
PLOT ONE INCH ON THE PRINT
ADJUST SCALE ACCORDINGLY.

DRAWING NUMBER
APDX-A

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 46-27 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES.**

WHEREAS, Chapter 46 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations regarding the Springdale Fire Department providing services outside the city limits of the City of Springdale, Arkansas;

WHEREAS, the Springdale Fire Department wishes to update Section 46-27 of the Code of Ordinances of the City of Springdale, Arkansas, to provide consistency with current deployment policies; and,

WHEREAS, it is in the best interest of the citizens of the City of Springdale, Arkansas, to amend Section 46-27 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: Section 46-27 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 46-27. - Same—Authority to dispatch fire force; restrictions.

- (a) ~~The mayor, fire chief or duly delegated authority of the fire chief shall not dispatch a company of the city fire department to any location outside the city limits at such a time as would cause two companies to be outside the city limits simultaneously, except in cases of assistance asked by the fire chief or mayor of another city or by the fire chief of an organized rural fire department.~~
- (b) Any employee of the city fire department answering any fire call or performing any fire protection function outside the city limits shall be considered an agent of the state and acting solely in a governmental capacity.

Section 2: All other provisions of Chapter 46 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 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Ernest Cate

From: Steve Lewis <stlewis@springdalear.gov>
Sent: Thursday, May 2, 2024 9:38 AM
To: Ernest Cate
Cc: Doug Sprouse; Colby Fulfer; Anna McKinney; Blake Holte
Subject: Ordinance 46
Attachments: ORD46 SFD request 5 2024 (1).doc

Mr. Cate,

Springdale Code of Ordinances Chapter 46, Article 2 guides the fire department in billing for services and maintaining adequate fire and EMS coverage within the city limits. This was enacted when the fire department had fewer stations, people, apparatus, and aid agreements. Therefore, providing another agency with resources from the Springdale Fire Department could have reduced the fire protection coverage inside the city by as much as 50%. With the region's growth, cities and fire departments are expanding and working closely with one another.

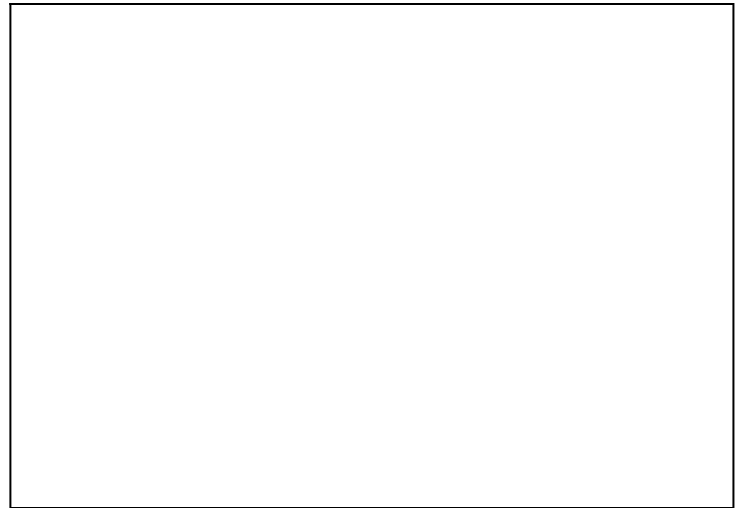
Springdale Fire Department now has 9 stations, 160 personnel, and 9 frontline fire apparatus and has established aid agreements with most neighboring departments. These aid agreements define what each agency will provide upon request. This ensures that the Springdale Fire Department keeps adequate resources available to protect the citizens and visitors of Springdale. Most of our neighboring fire departments have also grown and do not solely rely on volunteers as they have some full-time or part-time paid employees. The Northwest Arkansas Metro Chiefs Association also monitors ongoing incidents to provide move-up coverage to agencies so as not to deplete resources in one area.

With the growth of the region, fire departments, and interagency cooperation. The Springdale Fire Department is recommending removing Ordinance 46, article 2, section 46-27, subsection (a): "The mayor, fire chief or duly delegated authority of the fire chief shall not dispatch a company of the city fire department to any location outside the city limits at such a time as would cause two companies to be outside the city limits simultaneously, except in cases of assistance asked by the fire chief or mayor of another city or by the fire chief of an organized rural fire department." The authority to refuse to send units outside the city limits is covered in section 46-26, subsection (a) of the above-mentioned ordinance. Attached is a copy of the ordinance with the recommended change.

Steve Lewis
1st Battalion C Platoon
Operations Battalion Chief
Springdale Fire Department
C) 479-841-7028

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING FOR
ANNEXATION CERTAIN PROPERTY
INTO THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS,
PURSUANT TO ARK. CODE ANN.
§14-40-609**



WHEREAS, Carolina Barroso and Margarito Barroso Centeno own the following described property situated in Washington County, Arkansas, to-wit:

PART OF THE SW/4 OF THE NE/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SW/4 OF THE NE/4, THENCE S86°02'31"E 33.12 FEET TO A SET IRON PIN ON THE EAST RIGHT-OF-WAY OF NORTH MOUNTAIN ROAD, THENCE ALONG SAID RIGHT-OF-WAY N0°54'14"E 242.94 FEET AND N2°07'44"E 406.18 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY S87°43'21"E 565.95 FEET, THENCE N02°16'39"E 329.50 FEET, THENCE N87°38'46"W 566.14 FEET, THENCE S2°14'40"W 330.25 FEET TO THE POINT OF BEGINNING, CONTAINING 4.29 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL OTHER EASEMENTS OF RECORD OR FACT. LESS & EXCEPT ALL THAT PART FOUND INSIDE THE SPRINGDALE CITY LIMITS.

Washington County Tax Parcel No. 001-18497-001.

WHEREAS, the property owners filed a Petition for Annexation of the lands described herein with the County Court of Washington County, Arkansas, on January 27, 2024, pursuant to Ark. Code Ann. §14-40-609;

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

WHEREAS, on April 5, 2024, the Washington County Judge entered an Order for Annexation, ordering that the lands herein described be annexed into the City of Springdale, Arkansas, pending approval of the Springdale City Council, pursuant to Ark. Code Ann. §14-40-609.

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

Section 1: That the above-described real property is hereby accepted for annexation into the City of Springdale, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-40-609, and is assigned to Ward 4 of the City of Springdale, Arkansas.

Section 2: That the City Clerk shall certify and send one (1) copy of the plat of the annexed property and one (1) copy of this ordinance to the Washington County Clerk, who shall forward a copy of each document to the Washington County Judge. If the Washington County Judge determines the requirements of Ark. Code Ann. §14-40-609 have been complied with and the annexation is in all respects proper, he shall enter an order confirming the annexation. Upon receipt of the order of the Washington County Judge confirming the annexation, the Washington County Clerk shall forward a copy of each document to the Arkansas Secretary of State, who shall file and preserve each copy.

Section 3: The annexation of the lands herein described shall be final thirty (30) days after the passage of this Ordinance, and the property shall be within the corporate limits of the City of Springdale, Washington County, Arkansas, and the inhabitants residing in the newly annexed property shall have and enjoy all the rights and privileges of the inhabitants of the City of Springdale, Washington County, Arkansas.

PASSED AND APPROVED this ____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

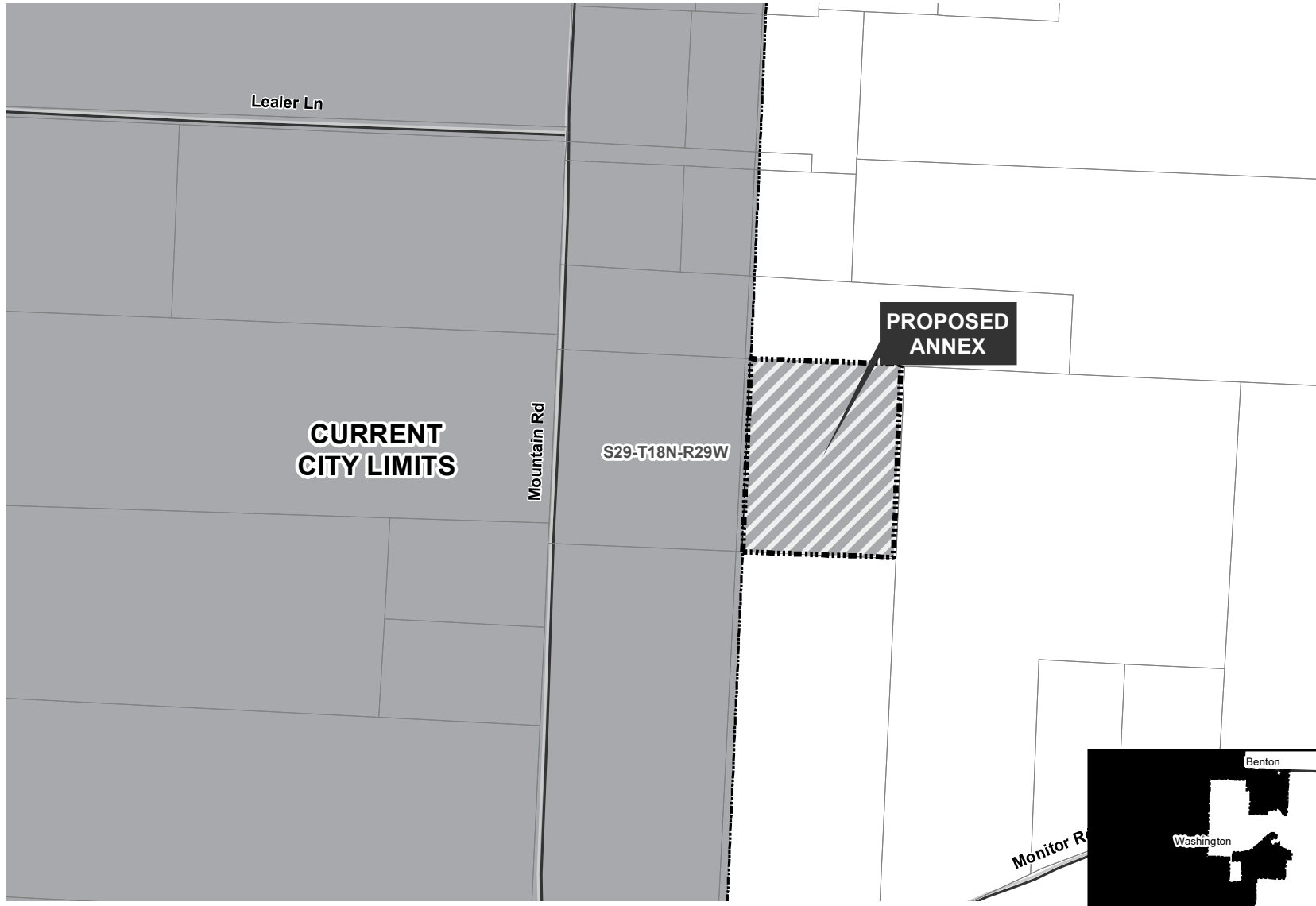
Proposed Annex: City of Springdale
December 2023

City: Springdale
Mayor: Doug Sprouse

Arkansas Code 14-40-101.

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

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



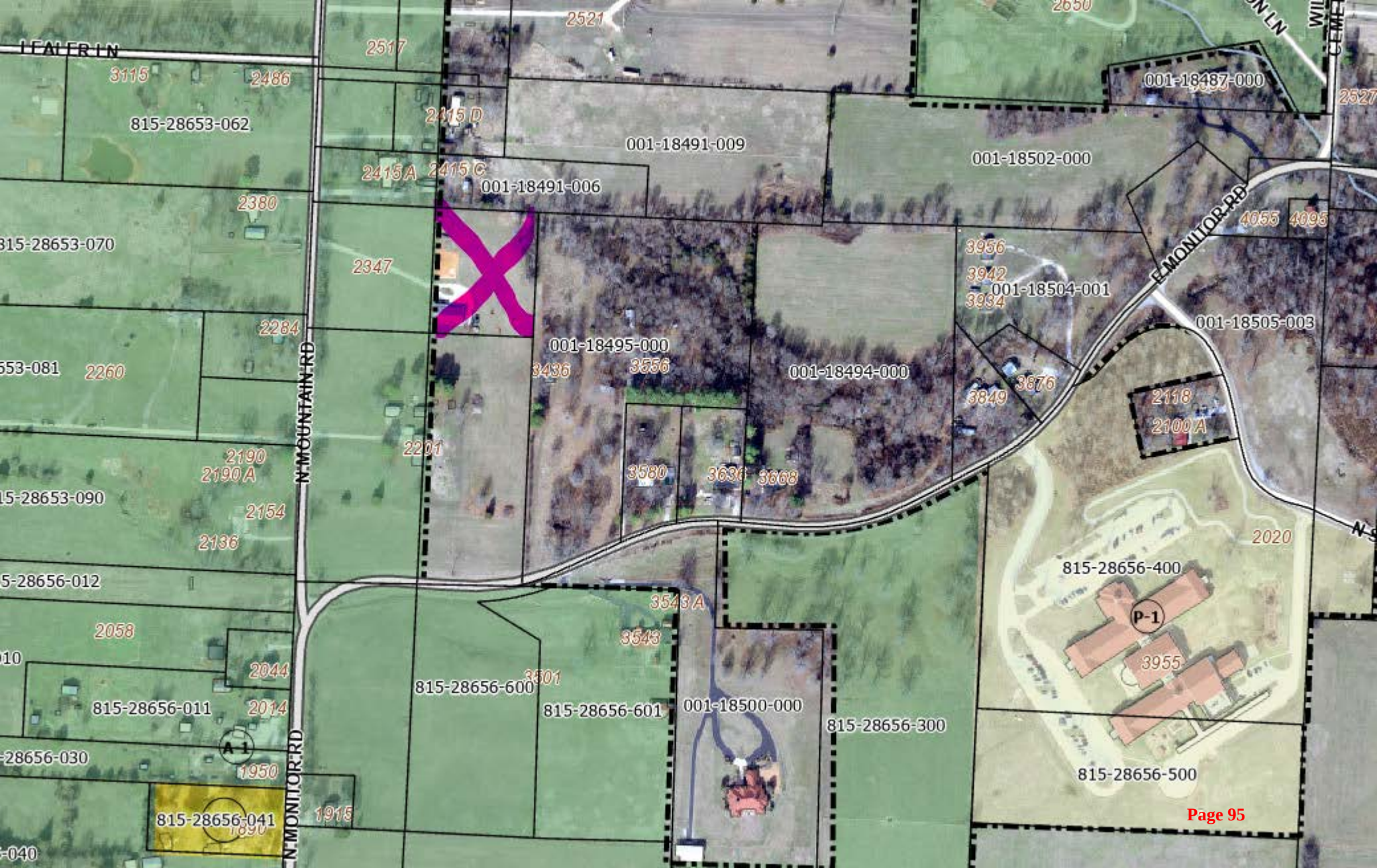
- Proposed
- Sections
- Parcels
- Minor Road
- Existing City

0 0.01 0.02 0.04
Miles



ARKANSAS
GIS OFFICE

H:\City_Annexations\Cities\Springdale\20231201\



RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A PORTION OF A UTILITY
AND DRAINAGE EASEMENT, AND A DRAINAGE
EASEMENT, IN THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS.**

WHEREAS, Sonstegard Foods of AR, Inc., has petitioned for the partial abandonment of a utility and drainage easement, and for the abandonment of a drainage easement on Parcel No. 815-28218-001 (915 N. Jefferson St.), said easements having been filed for record as File No. 2003-00039173 and File No. 2003-00039174, respectively, in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easements to be vacated being more particularly described as follows, and as shown on the attached Exhibit "A":

PARTIAL UTILITY AND DRAINAGE EASEMENT VACATION DESCRIPTION:

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 36; THENCE NORTH 02°11'22" EAST A DISTANCE OF 949.32 FEET; THENCE NORTH 88°09'39" WEST A DISTANCE OF 238.23 FEET BEING THE POINT OF BEGINNING; THENCE NORTH 88°09'39" WEST A DISTANCE OF 15.00 FEET; THENCE SOUTH 01°20'33" WEST A DISTANCE OF 131.46 FEET; THENCE SOUTH 88°39'27" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 01°20'33" EAST A DISTANCE OF 131.33 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES OR 1,971 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHTS-OF WAY OF RECORD OR FACT.

DRAINAGE EASEMENT VACATION DESCRIPTION:

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST (SE) CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 36; THENCE NORTH 02°11'22" EAST A DISTANCE OF 529.48 FEET; THENCE NORTH 88°08'40" WEST A DISTANCE OF 402.01 FEET TO POINT OF BEGINNING; THENCE NORTH 88°08'40" WEST A DISTANCE OF 535.14 FEET; THENCE NORTH 02°15'09" EAST A DISTANCE OF 400.31 FEET; THENCE SOUTH 87°44'51" EAST A DISTANCE OF 15.00 FEET; THENCE SOUTH 02°15'02" WEST A DISTANCE OF 342.20 FEET; THENCE SOUTH 85°24'38" EAST A DISTANCE OF 407.25 FEET; THENCE SOUTH 04°35'22" WEST A DISTANCE OF 9.66 FEET; THENCE SOUTH 88°18'16" EAST A DISTANCE OF 113.66 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET A CHORD BEARING OF NORTH 46°48'43" EAST A CHORD LENGTH OF 127.02 FEET; THENCE NORTH 01°55'41" EAST A DISTANCE OF 193.24 FEET; THENCE SOUTH 88°04'19" EAST A DISTANCE OF 20 FEET; THENCE SOUTH 01°55'41" WEST A DISTANCE OF 202.49 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET A CHORD BEARING OF SOUTH 46°53'31" WEST A CHORD LENGTH OF 155.47 FEET TO THE POINT OF BEGINNING; CONTAINING 0.85 ACRES OR 36,966 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHTS-OF WAY OF RECORD OR FACT.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that June 11, 2024, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

The City Council of the City of Springdale met in regular session on Tuesday, April 23, 2024 in the 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
Brian Powell	Ward 3
Amelia Taldo	Ward 4 (Zoom)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Frank Gamble	Police Chief
Blake Holte	Fire Chief
Patsy Christie	Planning Director
Ben Peters	Engineering Director
Mark Gutte	IT Director
Colby Fulfer	Chief of Staff
Ron Findley	Neighborhood Servs. Director
James Smith	Public Work Director
Mike Chamlee	Buildings Director

Mayor Sprouse announced since Amelia Taldo is on zoom tonight, Anna McKinney will act as proxy for her and sit in her chair to do the electronic voting for her after he calls for the vote. If Anna has to leave early, Council Member Overton will stand in for her.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the April 9, 2024 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Harriman 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 Lawson made the second.

After the vote was taken, motion carried 7-1 (Fougerousse voting no).

REPORT ON ECONOMIC DEVELOPMENT

Jay Sego, Director of Economic Development, reported on the 1st Quarter of 2024 Economic Development in the City of Springdale. (Report on file in City Clerk's Office)

REPORT ON DOWNTOWN SPRINGDALE ALLIANCE

Jill Dabbs, Director of Springdale Downtown Alliance, presented an update on all the happenings in downtown Springdale. They are looking to expanding the Downtown Dining District this summer. It will be presented to City Council for approval.

RESOLUTION NO. 50-24 – AUTHORIZING THE TEMPORARY OPERATION OF A CARNIVAL

Mayor Doug Sprouse presented a Resolution authorizing the temporary operation of a carnival at the Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, put on by Clint Payne dba Big C's Enterprises LLC.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE TEMPORARY OPERATION OF
A CARNIVAL**

WHEREAS, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct two Carnival entertainment events at the Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, put on by Clint Payne DBA BIG C's Enterprises, LLC; and

WHEREAS, Pride Amusements carnival dates will be *Thursday, May 23rd, 2024 thru Sunday, June 2nd, 2024*; and *Thursday, October 3rd, 2024 thru Sunday, October 13th, 2024*; and

WHEREAS, the carnival's hours of operation will be *Thursday, May 23rd, 2024 thru Sunday, June 2nd, 2024* from 5:00 p.m. – 10:00 p.m. Monday thru Thursday, 5:00 p.m. – 11:00 p.m. on Fridays, and Saturday thru Sunday, from 12:00 p.m. to 11:00 p.m.; and *Thursday, October 3rd, 2024 thru Sunday, October 13th, 2024*, from 5:00 p.m. – 10:00 p.m. Monday thru Thursday, 5:00 p.m. – 11:00 p.m. on Fridays, and Saturday thru Sunday, from 12:00 p.m. to 11:00 p.m.; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver, Executive Director with the Rodeo of the Ozarks and Clint Payne DBA BIG C's Enterprises, LLC is hereby authorized to conduct two carnival entertainment events in Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, *Thursday, May 23rd, 2024 thru Sunday, June 2nd, 2024*, and *Thursday, October 3rd, 2024 thru Sunday, October 13th, 2024* with the carnival opening and closing times listed above. In case of a rain out, the mayor has the authority to reschedule this event.

PASSED AND APPROVED this ____ day of April, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 50-24.

ORDINANCE NO. 5953 – REZONING 1.55 ACRES OWNED BY TALDO PROPERTIES, LLC, LOCATED AT 2202 S. 40TH STREET, FROM A-1 TO MF-4

Planning Director Patsy Christie presented an Ordinance rezoning 1.55 acres owned by Taldo Properties, LLC, located at 2202 S. 40th Street, from A-1 to MF-4.

MF-4 allows eight units per acre and is considered a low-density multi-family district. Planning Commission recommended approval at their meeting.

Steve Lisle, Attorney representing Taldo Properties, asked that this rezoning request be approved. It is in keeping with the land use plan.

Several adjacent property owners were present in the audience and allowed to talk. They were all against the MF-4 zoning request and asked that it be denied.

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

After the vote was taken, motion was 4-4.
(Taldo, Watson, Bailey, Fougrousse voting yes)
(Powell, Overton, Lawson, Harriman voting no)

Mayor Sprouse voted yes. Motion carried.

There was no motion to adopt the emergency clause. The Ordinance will go into effect in 30 days.

The Ordinance was numbered 5953.

ORDINANCE NO. 5954 – REZONING 3.51 ACRES OWNED BY LEA VIOLANTES AND WALTER A. VILLATORO LOCATED AT 1995 N. MONITOR ROAD, FROM A-1 TO SF-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.51 acres owned by Lea Violantes and Walter A. Villatoro located at 1995 N. Monitor Road, from A-1 to SF-1; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5954.

ORDINANCE NO. 5955 – REZONING .77 ACRES OWNED BY CLUB CAR WASH SPRINGDALE 48TH STREET, LLC, LOCATED AT 3598 S. 48TH STREET, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .77 acres owned by Club Car Wash Springdale 48th Street, LLC, located at 3598 S. 48th Street, from C-2 to C-5; and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 5955.

RESOLUTION NO. 51-24 – APPROVING A WAIVER (W24-04) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 1600 S. OLD MISSOURI ROAD IN CONNECTION WITH N22-06, A NON-LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver (W24-04) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to 1600 S. Old Missouri Road in connection with N22-06, a non-large scale development.

Council Member Overton moved the Resolution be adopted with Option 1. Council Member Bailey made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER (W24-04) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 1600 S. OLD MISSOURI ROAD IN CONNECTION WITH N22-26, A NON-LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver (W24-04) of street improvements to 1600 S. Old Missouri Road including drainage improvements related thereto, sidewalks in connection with 1600 S. Old Missouri Road N22-26, a non-large scale development and the Planning Commission recommends denial of the waiver request.

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

Option 1: Grants a waiver (W24-04) of street improvements to 1600 S. Old Missouri Road including drainage improvements related thereto, sidewalks in connection with N22-26, a non-large scale development.

PASSED AND APPROVED THIS ____ DAY OF APRIL, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

After the vote was taken, motion was 4-4.

(Taldo, Watson, Overton, Bailey voting yes)
(Powell, Lawson, Harriman, Fougrousse voting no)

Mayor Sprouse voted yes. Motion carried.

The Resolution was numbered 51-24.

APPEAL OF PLANNING COMMISSION'S DENIAL OF A CONDITIONAL USE APPEAL
BY TERESA PERALTA FOR A USE UNIT 42 (CHURCH/SYNAGOGUE) TO BE LOCATED
AT 2250 W. SUNSET AVENUE, SUITE 4

Teresa Peralta, Pastor, presented an appeal of Planning Commission's denial of a conditional use appeal for a Use Unit 42 (Church/Synagogue), zoned C-2, to be located at 2250 W. Sunset Avenue, Suite 4.

Planning Commission denied the request at their meeting.

There had been a church at one time in this location that had complaints from adjacent businesses for noise, parking etc.

Ms. Peralta's son spoke on behalf of his Mother. He said they have already signed a one-year lease on this property before they got the permission. They have invested a large sum of money to upgrade the building to meet building and fire codes. They know this is conditional and would not jeopardize losing the permit if granted. They have a parking agreement with adjacent businesses. The services will be held on Fridays, starting at 6:00 p.m.-9:00 p.m. and on Sundays, starting at 1:00 p.m.-5:00 p.m. The congregation is about 25-30 members. The only music they have includes a guitar.

Planning Director Patsy Christie said this building was just not designed for a church.

A conditional use permit can be revoked at any time if there are complaints against the business.

After discussion, Council Member Harriman made the motion to overturn the Planning Commission's decision to deny the conditional use appeal. Council Member Bailey made the second.

After the vote was taken, motion was 4-4.

(Taldo, Bailey, Harriman, Fougrousse voting yes)
(Powell, Watson, Overton, Lawson voting no)

Mayor Sprouse voted yes. Motion carried.

A Resolution with conditions listed in it will be presented at the next council meeting for consideration.

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 7:36 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer