CITY OF SPRINGDALE
City Council Committee Agenda
Monday, October 5th, 2026
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

Committee of the Whole

1. ***A Resolution*** of the City Council of Springdale, Arkansas certifying local government endorsement of Tyson Poultry, Inc. to participate in the tax back program (as authorized by section 15-4-2706(d) of the Consolidated Incentive Act of 2003). Presented by Anna Bagwell, Director of Economic Development. Pg. 1

Finance Committee by Chairman Jeff Watson

2. ***A Resolution*** amending the 2026 Budget of the City of Springdale Animal Shelter to accept grant funds from Best Friends Animal Society for improvements to the outdoor dog runs. Presented by Laura Morrow, Animals Services Director. Pg. 2

3. ***A Resolution*** amending the 2026 Budget of the City of Springdale Animal Shelter to accept grant funds from Best Friends Animal Society for spay and neuter services. Presented by Laura Morrow, Animals Services Director. Pg. 3

4. ***A Resolution*** authorizing the City of Springdale to purchase new lounge chairs for the Springdale Public Library; and for other purposes. Presented by Anne Gresham, Library Director. Pgs. 4-16

5. ***A Resolution*** authorizing the execution of a construction contract for the Rabbit Foot Trail, Phase II. Presented by Ben Peters, Engineering Director. Pgs. 17-18

6. ***A Resolution*** authorizing the execution of a professional services contract for the creation of a citywide 2D stormwater model. Presented by Ben Peters, Engineering Director. Pgs. 19-28

7. ***A Resolution*** to levy Benton County ad valorem taxes of the City of Springdale, Arkansas. Presented by Sabra Jeffus, City Clerk. Pg. 29

8. ***A Resolution*** to levy Washington County ad valorem taxes of the City of Springdale, Arkansas. Presented by Sabra Jeffus, City Clerk. Pgs. 30-31

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF SPRINGDALE, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF TYSON POULTRY, INC. TO PARTICIPATE IN THE TAX BACK PROGRAM (AS AUTHORIZED BY SECTION 15-4-2706(d) OF THE CONSOLIDATED INCENTIVE ACT OF 2003).

WHEREAS, in order to be considered for participation in the Tax Back Program, the local government must endorse a business to participate in the Tax Back Program; and

WHEREAS, the local government must authorize the refund of local sales and use taxes as provided in the Consolidated Incentive Act of 2003; and

WHEREAS, said endorsement must be made on specific form available from the Arkansas Economic Development Commission; and

WHEREAS, Tyson Poultry, Inc. located at 703 E. Randall Wobbe Lane, Springdale, AR 72764, has sought to participate in the program and more specifically has requested benefits accruing from construction of the specific facility; and

WHEREAS, Tyson Poultry, Inc. has agreed to furnish the local government all necessary information for compliance.

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

Section 1. Tyson Poultry, Inc. be endorsed by the City Council of Springdale for benefits from the sales & use tax refunds as provided by Section 15-4-2706(d) of the Consolidated Incentive Act of 2003

Section 2. The Department of Finance and Administration is authorized to refund local sales and use taxes to Tyson Poultry, Inc

Section 3. This resolution shall take effect immediately

PASSED AND APPROVED, this 13th day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED:

_____
Garrett Harlan, City Attorney

RESOLUTION NO.

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE ANIMAL SHELTER TO ACCEPT GRANT FUNDS FROM BEST FRIENDS ANIMAL SOCIETY FOR IMPROVEMENTS TO THE OUTDOOR DOG RUNS

WHEREAS, the City of Springdale Animal Shelter has been awarded the Springdale Fence Grant from Best Friends Animal Society in the amount of $14,000.00, and

WHEREAS, the Animal Shelter obtained four (4) quotes to replace the existing four-foot fencing in the outdoor dog runs with six-foot fencing to improve the safety and usability of the outdoor areas, and

WHEREAS, the increased fence height will help prevent dogs from jumping over or escaping from the outdoor runs, allowing the areas to be used more effectively, and

WHEREAS, the improvements will allow shelter dogs to spend additional time outside for exercise, enrichment, and play groups, positively impacting the animals' mental well-being, and

WHEREAS, the improvements will also assist Animal Shelter staff by allowing dogs to safely utilize the outdoor runs while staff perform daily kennel cleaning and other duties, and

WHEREAS, the grant funds will result in a budget increase of $14,000.00 to the *Buildings & Grounds* account.

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

SECTION 1. The 2026 budget of the City of Springdale Animal Shelter is hereby amended as follows:

Department	Account No.	Description	Present Budget	Increase	Proposed Budget
Animal Services	101-0104-425.51-01	Buildings & Grounds	$70,000.00	$14,000.00	$84,000.00

SECTION 2. The City of Springdale is hereby authorized to accept grant funds from Best Friends Animal Society in the amount of $14,000.00 for improvements to the outdoor dog runs at the Springdale Animal Shelter.

PASSED AND APPROVED this 13th day of October, 2026.

_____

Doug Sprouse, MAYOR

ATTEST:

_____

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO.

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY OF SPRINGDALE ANIMAL SHELTER TO ACCEPT GRANT FUNDS FROM BEST FRIENDS ANIMAL SOCIETY FOR SPAY AND NEUTER SERVICES

WHEREAS, the City of Springdale Animal Shelter has been awarded the Springdale Spay/Neuter Grant from Best Friends Animal Society in the amount of $20,000.00, and

WHEREAS, the grant funds will be used to provide spay and neuter services for dogs and cats adopted from the Springdale Animal Shelter for the remainder of 2026, and

WHEREAS, the grant will assist the Animal Shelter in bridging the gap between its current budget and the current need for spay and neuter services, and

WHEREAS, the grant funds will result in a budget increase of $20,000.00 to the Spay/Neuter Grant account.

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

SECTION 1. The 2026 budget of the City of Springdale Animal Shelter is hereby amended as follows:

Department	Account No.	Description	Present Budget	Increase	Proposed Budget
Animal Services	101-0104-425.70-18	Spay/Neuter Grant	$45,000.00	$20,000.00	$65,000.00

SECTION 2. The City of Springdale is hereby authorized to accept grant funds from Best Friends Animal Society in the amount of $20,000.00 for spay and neuter services for dogs and cats adopted from the Springdale Animal Shelter.

PASSED AND APPROVED this 13th day of October, 2026.

_____

Doug Sprouse, MAYOR

ATTEST:

_____

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____

Garrett Harlan, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE TO PURCHASE NEW LOUNGE CHAIRS FOR THE SPRINGDALE PUBLIC LIBRARY; AND FOR OTHER PURPOSES

WHEREAS, the Springdale Public Library currently has thirty-six (36) lounge chairs that were originally purchased in 1999 and reupholstered in 2013, and

WHEREAS, the Springdale Public Library has identified a need to replace the existing lounge chairs with new furniture that is easier to clean and maintain, and

WHEREAS, quotes were received for the purchase of thirty-six (36) replacement lounge chairs, and

WHEREAS, Innovative Business Interiors submitted a quote in the amount of $39,969.36 for twenty-eight (28) armless lounge chairs and eight (8) lounge chairs with arms, including power, delivery, installation, applicable surcharge, and tax, and

WHEREAS, funds for this purchase will be paid from the City's Unrestricted General Fund.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute any necessary documents for the purchase of thirty-six (36) new lounge chairs from Innovative Business Interiors, in an amount not to exceed $39,969.36, for the Springdale Public Library.

SECTION 2. Funding for the purchase shall be paid from the City's Unrestricted General Fund.

PASSED AND APPROVED this 13th day of October, 2026.

_____
Doug Sprouse, MAYOR

ATTEST:

_____
Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

_____
Garrett Harlan, CITY ATTORNEY

DEPARTMENT FUNDING REQUEST

Department: Springdale Public Library	Date: 9/10/2026
Point of Contact: Anne Gresham	Amount Requested: $ 39,969.36
Date to be Presented to Committee: 10 /05 /2026	
Brief Description of Funding Request: Replacement for 36 library lounge chairs, originally purchased in 1999 and reupholstered in 2013. Seeking pieces with fewer crevices and vinyl fabric.	
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund	
IS IT BUDGETED?	
YES ☐	**NO ☑**
$0 - $42,920.00 No Council Approval Needed	☐ $0 - $4,999
Request to Waive Bidding? ☐ BUY BOARD ☐ SOLE SOURCE	☑ $5,000 - $42,920.00 Requires **3** Quotes
Signature: Anne Gresham	☐ $42,921.00 + Requires Bid
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source

Library Chair Quote Comparison			
	L&M	**Innovative Business Interior**	**Image Works**
Armed Chairs	$ 1,057.27	$ 1,153.87	1562.4
Armless Chairs	$ 912.23	$ 842.96	1296.96
Power Included	no, but can be installed in the future	yes	no (power available, using least expensive numbers for comparison)
Armed Quantity	8	8	8
Armless Quantity	28	28	28
Color / Pattern Selection	Wide	Wide	Wide
Chairs Subtotal	$ 34,000.60	$ 32,833.84	$ 48,814.08
Delivery/Install	$ 2,160.00	$ 2,271.36	unknown
Tariffs	$ 1,530.03	$ 1,313.35	unknown
Tax	$ 3,525.66	$ 3,550.81	$ 4,759.37
Project Total	**$ 41,216.29**	**$ 39,969.36**	**$ 53,573.45**

PLANNING PROPOSAL

Replacement Lounge Chairs NO POWER

L&M Office Furniture
your workplace is our business

Quote Number: 46720
Customer Account:
Issue Date: 9/8/2026
Valid 30 Days
Erika Willis
479-957-4581
erikaw@lmoffices.com

SOLD TO
Anne Gresham
Springdale Public Library
405 S. Pleasant St.
Springdale, AR 72764
479-750-8180

INSTALL AT
Anne Gresham
Springdale Public Library
405 S. Pleasant St.
Springdale AR 72764
479-750-8180

C022 HON OMNIA Public #R240117; Member ID #5198048

ITEM	ROOM #	IMAGE	QTY	MFG.	PRODUCT NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
A	**GROVE-ARMLESS**							
1	A GROVE-ARMLESS		28	HON	HML1S Grove Single Seat Lounge	$2,258.00 DISCOUNT FROM LIST	$912.23 -59.60000	$25,542.44
					Select Arm Type .N Armless Select Upholstery $(3) Grade 3 Uph Grade 3 Fab .SX Moxie Moxie 02 Bayou Grove Leg Opt .TS Tapered Square Leg Select Leg Color .PR8 Silver Texture			
							Subtotal for A GROVE-ARMLESS	**$25,542.44**
B	**GROVE-WITH ARMS**							
2	B GROVE-WITH ARMS		8	HON	HML1S Grove Single Seat Lounge	$2,617.00 DISCOUNT FROM LIST	$1,057.27 -59.60000	$8,458.16
					Select Arm Type .A Straight Select Upholstery $(3) Grade 3 Uph Grade 3 Fab .SX Moxie Moxie 01 Cobalt Grove Leg Opt .TS Tapered Square Leg Select Leg Color .PR8 Silver Texture			
							Subtotal for B GROVE-WITH ARMS	**$8,458.16**
							Subtotal for	**$34,000.60**

ITEM	ROOM #	IMAGE	QTY	MFG.	PRODUCT NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
							SUBTOTAL	$34,000.60
					L&M Service: Receive, deliver, install & trash removal. One trip, normal hours M-F 8am-5pm		INSTALL	$2,160.00
							TARIFF-HON	$1,530.03
							Springdale 9.75% tax	$3,525.66
							GRAND TOTAL	$41,216.29

ITEM	ROOM #	IMAGE	QTY	MFG.	PRODUCT NUMBER/DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE

Terms & Conditions

Quotes: Special Order product will require a 50% Deposit or written Purchase Order from Open Accounts (those Accounts with prior credit approval). Written quotes are valid for 30 days unless otherwise noted and product is subject to all applicable Sales Taxes.

Deliveries: Customers requesting Delivery are expected to provide all building condition information pertinent to ensuring an effective and safe installation. Besides Floors, Stairs, Elevators and Doorway information, the area is expected to be empty and ready to receive the furniture delivery. Orders requiring Storage of more than 30 days will be charged a Storage Fee determined by the volume of product. Moving of existing furniture is not part of a normal delivery and can delay or postpone the delivery! If time allows, the moving of existing furniture will incur additional charges.

Customer Pick Ups: Upon request, L&M personnel will help load goods to be transported by a Customer. L&M will not be responsible for any damage to the goods which occur during transit. By signing the "Customer Pick-Up" document at L&M's place of business, Customer acknowledges and agrees that the goods are in the condition designated at the time of purchase and Customer accepts responsibility for any damage to the goods thereafter and will hold L&M harmless for any such damage.

Terms: Payment Terms for Open Accounts are Net 15 Days Cash or Check. Credit Card payment must be approved in advance. Delinquent payments may be accessed a "late fee" based on the total value of the Invoice(s) of 1% per month (any portion of a month constitutes one month).

Warranty: Manufacturer warranty information is available upon request. Customer should inspect the goods subject to this transaction and rely on his/her own experience and judgment regarding the quality, use and usefulness of the goods. Most manufacturers may replace product/parts at no charge, but transportation of goods is not included. Customers requesting delivery or pick-up will incur a delivery fee.
Customers purchasing products marked "Used", "As Is" or "Discontinued" understand and acknowledge that all warranties of any type and nature are disclaimed by the manufacturer and
L&M, including express warranties and implied warranties of merchantability, fitness for a particular purpose and usage of trade, in exchange for the Customer's special price consideration.

Returns: Signed customer Purchase Orders or deposits are considered intent to purchase, and are binding for special order product. A 50% restock fee, (of purchase price), will be charged for items ordered from the manufacturer and cancelled prior to receipt, or on products ordered and then returned to L&M within 30 days. Design, Installation and/or Delivery fees are not subject to re-stock fees or credit. Items retained by Customer beyond 30 days from the delivery/pick-up date are considered "used" and are not subject to return. However, L&M may, at its discretion, offer to purchase the "used" product back from Customer at prevailing market prices.

Signature: _____ Date: _____ PO #: _____

innovative
business interiors

MillerKnoll +

Springdale Public Library

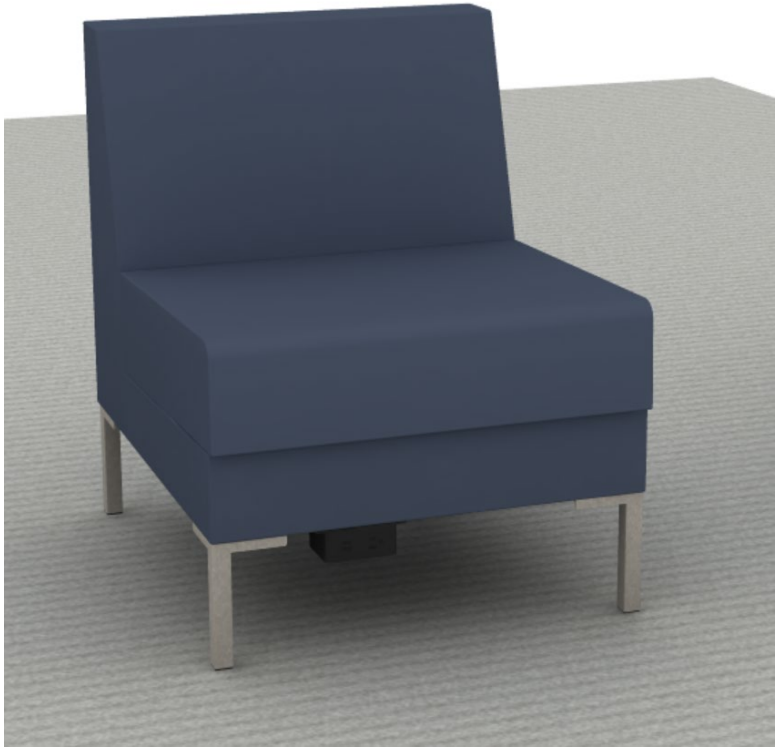
Proposal 6091 - New Lounge Chairs
Springdale, AR | 9.10.26



Springdale Public Library – New Lounge Chairs

Lounge Chair Options

innovative business interiors



Teekan Armless Lounge Chair with Power
Fabric: Momentum Carson CV, Indigo
Legs: Soft Nickel
Quantity: 28





Teekan Lounge Chair with Arms and Power
Fabric: Momentum Carson CV, Indigo
Legs: Soft Nickel
Quantity: 8



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Thank You

innovative
business interiors

3837 Elm Springs Rd
Springdale, Arkansas 72762
479.872.2100

The Only Certified MillerKnoll Dealer in Arkansas!

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Client Signature Date

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business interiors

3837 Elm Springs Road
Springdale, Arkansas 72762
479.872.2100

PROPOSAL

DATE	PROPOSAL#
09/10/26	6091

VALID THROUGH:08/14/26
PROJECT#: 13-12

CUSTOMER:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764 PH#

PROJECT LOCATION:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764

SALESPERSON: Billy Johnson

TERMS: Net 30

PROPOSAL FOR: Springdale Public Library 36 New Lounge Chairs

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
1	36	EC30	Power Center - Under Mount	196.83	7,085.88
		B	B - Black EC30 Color		
		B	B - Black Cord Cord Color		
2	8	TK1611	Teekan Single Seat Lounge- 27 1/2d x 30 1/2w x 31h	957.04	7,656.32
		B	B - Grade B Fabric Grade Selection		
		Momentum	Momentum - Momentum Fabric Grade B Fabric Manufacturer Selection		
		Carson CV	Carson CV - Carson CV Momentum Grade B Fabrics		
		09582681	09582681 - Indigo Carson Cv Colors		
		PBC	PBC - Plain Back Back		
		PSC	PSC - Plain Seat Seat		
		MF	MF - Metal Foot Foot		
		MFS	MFS - Metal Finish Standard Metal Finish		
		SNK	SNK - Soft Nickel Metal Finish Standard		
		?	? - Undecided Arm Cap Arm Cap		
3	28	TK1613	Teekan Single Seat Lounge- Armless- 27 1/2d x 24-1/2w x 31h	646.13	18,091.64
		B	B - Grade B Fabric Grade Selection		
		Momentum	Momentum - Momentum Fabric Grade B Fabric Manufacturer Selection		
		Carson CV	Carson CV - Carson CV Momentum Grade B Fabrics		
		09582681	09582681 - Indigo Carson Cv Colors		
		CONTINUED...			

innovative
business interiors

3837 Elm Springs Road
Springdale, Arkansas 72762
479.872.2100

P R O P O S A L

DATE	PROPOSAL#
09/10/26	6091

VALID THROUGH:08/14/26
PROJECT#: 13-12

CUSTOMER:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764 PH#

PROJECT LOCATION:
Springdale Public Library 405 S PLEASAND ST SPRINGDALE AR 72764

PROPOSAL FOR: Springdale Public Library 36 New Lounge Chairs

#	QTY	PRODUCT	DESCRIPTION	SELL EACH	SELL EXTEND
		PBC	PBC - Plain Back Back		
		PSC	PSC - Plain Seat Seat		
		MF	MF - Metal Foot Foot		
		MFS	MFS - Metal Finish Standard Metal Finish		
		SNK	SNK - Soft Nickel Metal Finish Standard		
4	1	Surcharge	JSI Surcharge	1,313.35	1,313.35
			Receive/Deliver/Install		

PRODUCT	34,147.19
INSTALL	2,271.36
TAX	3,550.81
TOTAL	39,969.36

ACCEPTED BY_____

DATE ACCEPTED_____

If paying w/credit card, a 3% processing fee will be applied.

Contract Terms and Conditions

- **PRODUCT APPROVAL**
  • The purchaser acknowledges the accuracy of all specifications—including furniture sizes, fabrics, and finishes—as shown in the approved proposal and furniture plan.
  • IBI is not responsible for errors or inaccuracies in specifications provided by third parties (architects, designers, contractors, or consultants not employed by IBI). The purchaser is responsible for reviewing and confirming all such specifications before ordering.
- **CONFIDENTIALITY & PRICING**
  • All drawings, specifications, presentations, and quotations are the confidential property of IBI and may not be shared or reproduced without written consent.
  • Pricing is valid for 30 days or until a manufacturer price increase, tariff, or surcharge occurs. Prices exclude sales tax unless noted.
- **ORDERING PROCESS & PAYMENT TERMS**
  • Orders under $10,000 require full payment at order placement.
  • Orders over $10,000 require a 50% deposit.
  • Order processing begins upon receipt of:
  – Signed quote and acceptance of these Terms and Conditions
  – Signed drawings, specifications, and finish schedule
  – Required deposit(s)
  • Missing documents or payments may delay processing.
  • Lead times begin 48–72 hours after receipt of signed documents and deposits; all lead times are approximate and controlled by the manufacturer.
  • Final payment is due upon initial delivery. Invoices are Net 30; a 3% monthly (36% annual) service charge may apply to past-due balances. Customers are responsible for all collection costs, including attorney fees.
  • Credit card payments incur a 3% processing fee.
  • All sales are final.
- **ORDER CHANGES & CANCELLATIONS**
  • Orders cannot be changed or canceled once placed with the manufacturer. Deposits are non-refundable.
- **DELIVERY & INSTALLATION**
  • Standard installation hours: Monday–Friday, 8:30 AM–4:30 PM.
  • Additional charges may apply for split or off-schedule deliveries.
  • Customer responsibilities:
  – Ensure site readiness, provide a site free of other trades, and allow accessible parking/offloading.
  – IBI is not responsible for the removal of existing furniture unless noted on the signed proposal.
  – IBI is not responsible for data/network cabling or for hiring electricians to hard-wire products.
- **DELIVERY RESCHEDULING**
  • Canceling or rescheduling within 72 hours of installation may result in a fee equal to 2% of the selling price.
- **DIRECT SHIPMENTS**
  • For large projects, IBI may coordinate direct manufacturer shipments to the job site to reduce handling time and cost.
- **STORAGE / HELD ORDERS**
  • If the job site is not ready per these Terms and Conditions, monthly storage is available at 3% of the selling price plus labor charges.
  • Payment terms:
  – 75% of the invoice is due within 10 days of transfer to storage
  – Balance due upon installation
  • Products held due to site delays will remain boxed. IBI sequences orders based on expected installation timelines and is not responsible for concealed damage found outside the manufacturer's claim window. Replacement costs are the customer's responsibility.
- **RETURNS**
  • All products are made to order and non-returnable.
  • Returns require prior written approval from IBI's owner and are subject to a 35% restocking fee plus labor and freight charges.
- **WARRANTY**
  • IBI follows warranty terms set by each manufacturer. All warranty coverage—including duration, scope, and exclusions—is determined solely by the manufacturer. IBI will assist with claims, but repair or replacement decisions rest with the manufacturer.
  • Warranty excludes damage from misuse, improper third-party installation, unauthorized repairs, alterations, or everyday wear.
- **FORCE MAJEURE**
  • IBI is not liable for delays or failure to perform due to events beyond its control, including natural disasters, acts of God, labor strikes, material shortages, manufacturer delays, pandemics, transportation disruptions, or government actions.

_____ _____

Client Signature Date





Global Calidon
Optional Power unit on one side

Chairs with power $1448.16 each
Chairs without power $1342.74 each







Sit On It Lumo
Arms or armless
Clean out seat, Power unit available

Club chair with arms: $1562.40 each
Armless chair: $1296.96 each

Power unit: $168 each

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR RABBIT FOOT TRAIL, PHASE II

WHEREAS, sealed bids were received on September 28th, 2026 at 2:00 p.m. for the construction of Rabbit Foot Trail, Phase II, and;

WHEREAS, five bids were received with Diamond C Construction being the low bidder for the project at $173,192.95;

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 Diamond C Construction for construction of Rabbit Foot Trail, Phase II for $173,192.95 to be paid for out of the 2026 Public Works Trails Fund.

Section 2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the original contract price.

PASSED AND APPROVED this ___ day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____
_____
Garrett Harlan, City Attorney

Bid Tabulation
Rabbit Foot Trail, Phase II
City of Springdale, AR
9/28/2026 2:00 PM CST

				Diamond C Construction		Steep Creek, LLC		Ground Zero Construction, Inc.		NEC, Inc.		Legacy Construction Management, Inc.	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Excavation	CY	400	$11.00	$4,400.00	$37.00	$14,800.00	$25.00	$10,000.00	$50.00	$20,000.00	$41.66	$16,664.00
2	4" Class 7 Aggregate Base	SY	2,130	$8.39	$17,870.70	$9.47	$20,171.10	$9.00	$19,170.00	$13.50	$28,755.00	$17.70	$37,701.00
3	12' Concrete Trail - 4" Depth	LF	1,575	$82.99	$130,709.25	$128.00	$201,600.00	$107.00	$168,525.00	$74.50	$117,337.50	$77.49	$122,046.75
4	Undercut & Backfill	CY	100	$1.00	$100.00	$71.00	$7,100.00	$50.00	$5,000.00	$60.50	$6,050.00	$39.05	$3,905.00
5	Demo & Remove Existing Sidewalk	LF	225	$5.00	$1,125.00	$5.78	$1,300.50	$40.00	$9,000.00	$15.00	$3,375.00	$9.76	$2,196.00
6	Grading	SY	2,000	$3.59	$7,180.00	$5.80	$11,600.00	$5.00	$10,000.00	$5.00	$10,000.00	$5.86	$11,720.00
7	Clearing & Grubbing	LS	1	$2,300.00	$2,300.00	$11,500.00	$11,500.00	$5,000.00	$5,000.00	$1,605.00	$1,605.00	$12,500.00	$12,500.00
8	Sodding	SY	900	$8.00	$7,200.00	$8.33	$7,497.00	$8.00	$7,200.00	$10.00	$9,000.00	$7.81	$7,029.00
9	4" Depth Concrete Trail Tie-In at Lodge	SY	20	$69.00	$1,380.00	$106.70	$2,134.00	$110.00	$2,200.00	$107.00	$2,140.00	$76.80	$1,536.00
10	4" Depth 6' Sidewalk Tie-In at Pavilion	LF	12	$69.00	$828.00	$100.20	$1,202.40	$150.00	$1,800.00	$144.00	$1,728.00	$38.73	$464.76
11	Mobilization	LS	1	$100.00	$100.00	$10,600.00	$10,600.00	$7,500.00	$7,500.00	$7,670.00	$7,670.00	$3,250.00	$3,250.00
Bid Total:					**$173,192.95**		$289,505.00		**$245,395.00**		**$207,660.50**		**$219,012.51**



Certified By:

RESOLUTION _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT FOR THE CREATION OF A CITYWIDE 2D STORMWATER MODEL

WHEREAS, the City of Springdale Engineering Department desires that a citywide stormwater model be created for use in long-term Engineering and Planning; and

WHEREAS, Professional Services are needed for data collection, model development, calibration, and staff training; and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Freese and Nichols, Inc. (FNI) as the most qualified engineering firm for this project; and

WHEREAS, the contract has been submitted for approval with a fee not to exceed $89,800.00.

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

Section 1. Expenditures for this project will be paid from the 2026 Engineering Budget.

Section 2. The Mayor and City Clerk are authorized to execute a professional services agreement with Freese and Nichols, Inc (FNI) in the amount of $89,800.00 for the creation of a citywide 2D stormwater model.

Section 3. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

PASSED AND APPROVED BY THE _____ CITY COUNCIL ON THE __ DAY OF ____, 2026.

_____

Doug Sprouse, Mayor

ATTEST: _____

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____

Garrett Harlan, City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF ARKANSAS §

COUNTY OF WASHINGTON §

This Agreement is entered into by City of Springdale, Arkansas (CITY) and Freese and Nichols, Inc. (FNI). In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Citywide 2D Stormwater Modeling.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client, which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of $89,800.00.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.

V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.

VI. **EFFECTIVE DATE:** The Effective Date of this Agreement shall be the date on which the last party signs below.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings. This Agreement is to be executed in two counterparts.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

CITY OF SPRINGDALE, ARKANSAS		**FREESE AND NICHOLS, INC.**	
By:		By:	Jason Cocklin
Name:		Name:	Jason Cocklin, PE, BCEE
Title:		Title:	Vice President
Date:		Date:	September 10, 2026
Attest:		Attest:	Paula Durant

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

GENERAL OVERVIEW

This Project consists of the development of a city-wide stormwater model for the City of Springdale, Arkansas (City), including the development of a 2D HEC-RAS model with rain-on-mesh hydrology, comparison of the city-wide model to existing FEMA modeling and a historic stream gauge, and a brief technical memorandum summarizing the results. The model will be used by the city to identify areas of flooding risk, potential impacts to future development, and provide a basis for future stormwater planning.

BASIC SERVICES

TASK A: PROJECT/QUALITY MANAGEMENT

1. PM/Monthly Reporting/Invoicing
2. Kickoff Meeting with City Staff (in-person)
3. Three (3) periodic progress meetings with the City to review findings (at least two [2] FNI staff will be in person for one [1] of the meetings. The other two [2] meetings will be conducted virtually)
4. Quality management plan and quality management/assurance reviews

Deliverables: Meeting materials and minutes documenting discussions.

TASK B: DATA COLLECTION

1. Obtain and review available pertinent data for the Project, including record drawings and previous studies provided by the City.
2. FNI will work with the City to identify areas of flooding concern where more detailed structure information should be collected and modeled, as described in Task C.
3. Conduct site visits to observe and document existing conditions. This scope includes one (1) day for field reconnaissance and structure measurement; if additional field time is necessary, Additional Services may be requested.

Deliverables: Field reconnaissance photographs and measurement forms

TASK C: CITYWIDE MODEL DEVELOPMENT

1. FNI will develop rain-on-mesh hydrologic and 2D surface-low hydraulic analysis of the major drainage systems in the City of Springdale using HEC-RAS. Existing conditions design discharges will be developed for standard design storms including the 2-, 5-, 10-, 25-, 100-, and 500-year storm events.
2. FNI will incorporate up to two (2) major road crossing structures OR one (1) minor drainage system network, which includes up to four (4) inlets, the subsurface pipe network, and one (1) outfall, in City-identified areas of flooding concern from Task B. These structures will be incorporated into the hydraulic model using field measurements or FEMA floodplain model structure data, where available.
3. FNI will develop floodplain boundaries for 10- and 100-year events. No floodway analysis or mapping will be performed.

Deliverables: PDF figures with 10- and 100-year floodplain extents, hydrologic and hydraulic models

TASK D: CALIBRATION

1. FNI will compare the model results to existing FEMA mapping, where available, and identify the areas where the modeling indicates the greatest differences in flow and floodplain extents when compared to the existing mapping.
2. FNI will calibrate the hydraulic model to one known historical rainfall event using historical data from the stream gauge in Spring Creek.

Deliverables: Hydrologic and hydraulic model output, existing conditions flood inundation mapping, and supporting digital data.

TASK E: SUMMARY OF RESULTS

1. FNI will prepare a technical memorandum summarizing the development and results of the 2D stormwater model.

Deliverables: Technical memo

ADDITIONAL SERVICES NOT INCLUDED IN BASIC SERVICES

Any Services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by the City, are described as follows:

1. Field surveying required for the preparation of designs and drawings.
2. Inclusion of additional structures beyond those described in Task B and C of Basic Services.
3. Site visits in excess of the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
4. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications, other than described in Article 1.
5. design, contract modifications, studies or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this Agreement.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and as presented in Attachment SCH, agrees to complete the Services in **nine (9) months from Notice to Proceed.**

Springdale City-wide 2D Stormwater Model - Project Schedule

	Task #	Project Task	Duration (Mos)	August M1	September M2	October M3	November M4	December M5	January M6	February M7	March M8	April M9	May M10	June M11	July M12
		Notice to Proceed - **August 2026**	-	◆											
	1	Project setup and initial coordination	0.5												
		Kickoff meeting with CITY staff	-		◆										
	2	Data gathering/review	0.5												
	3	Base 2D Mesh Setup	2.5												
		Incorporate rain-on-mesh hydrology	1.5												
		Add terrain modifications	1.5												
		Progress meeting	-					◆							
	4	Conduct field measurements	0.5												
		Incorporate structures into base 2D model	1												
		Stabilize 2D model	1												
	5	Compare model results to FEMA model	1												
		Compare model results to gauge data	1												
		Calibrate model to historic event	0.5												
		Progress meeting	-									◆			
	6	Develop tech memo	1												
		Brief City Council	-										◆		

◆ Event
◆ Deliverable

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.

3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability	Workers' Compensation
$2,000,000 General Aggregate	As required by Statute
Automobile Liability (Any Auto)	Professional Liability
$1,000,000 Combined Single Limit	$3,000,000 Annual Aggregate

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

   FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

   If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

   If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.

12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.

14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

    Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

RESOLUTION NO. _____

A RESOLUTION TO LEVY BENTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas.

WHEREAS, all property taxes will be collected by the County Clerk and Tax Collector of Benton County.

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

SECTION 1: That the following levies be approved for collection in the year 2027 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Benton County.

The 2026 property tax levy to be collected by the Benton County Tax Collector are as follows:

	REAL ESTATE	**PERSONAL PROPERTY**
GENERAL FUND	.0047	.0047
FIREMEN'S PENSION	.0005	.0005
POLICEMEN'S PENSION	.0005	.0005
TOTAL	.0057	.0057

PASSED AND APPROVED this ____ day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____
Garrett Harlan, City Attorney

RESOLUTION NO. _____

A RESOLUTION TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas; and,

WHEREAS, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

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

SECTION 1: That the following levies be approved for collection in the year 2027 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2026 property tax levy to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	**PERSONAL PROPERTY**
GENERAL FUND	.0047	.0047
FIREMEN'S PENSION	.0005	.0005
POLICEMEN'S PENSION	.0005	.0005
TOTAL	.0057	.0057

SECTION 2: The 2026 voluntary taxes to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	**PERSONAL PROPERTY**
CITY FIRE FUND	.0015	.0015
LIBRARY	.001	.001
TOTAL	.0025	.0025

SECTION 3: The voluntary taxes will be printed in the Washington County Tax Collector's office and shall be billed and collected by the Washington County Tax Collector's office.

PASSED AND APPROVED this ____ day of October, 2026.

_____
Doug Sprouse, Mayor

ATTEST:

_____

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

_____

Garrett Harlan, City Attorney