

- **The next City Council Committee Meeting will be Monday, June 29th, 2026.**
- **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, June 23rd, 2026**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilwoman Ameila Taldo

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk
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, June 9th, 2026.** Pgs. 93-101

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)* (*Motion must be approved by two-thirds (2/3) of the council members*).

7. Committee of the Whole – **All Item (s) forwarded with recommendation for approval**

- A. **A Resolution** authorizing the housing authority of the County of Lonoke to exercise its powers within the territorial boundaries of the City of Springdale, Arkansas for the limited scope of operating Northwest Acres and to take other actions necessary or convenient to carry out this resolution. Presented by Garrett Harlan, City Attorney. **Pgs. 1-4**
- B. **A Resolution** to call a special election on November 3, 2026 to fill a vacancy for City Council Member for Ward Two, Position Two of the City of Springdale, Arkansas. Presented by Garrett Harlan, City Attorney. **Pg. 5**

8. Finance Committee by Chairman Jeff Watson – **Item A-H forwarded with recommendation for approval**

- A. **A Resolution** authorizing the expenditure of funds to acquire property from Nathan & Jennifer Stout, for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6. Presented by Garrett Harlan, City Attorney. **Pgs. 6-17**
- B. **A Resolution** authorizing the execution of a professional services agreement with Hutton Corporation for a downtown parking structure

conceptual study; authorizing certain additional services; and for other purposes. Presented by Colby Fulfer, Chief of Staff. Pgs. 18-23

- C. **A Resolution** expressing the willingness of the City of Springdale to partner with the Arkansas Department of Transportation for the following project: Job 090621, I-49 – HWY 265 (Springdale Bypass) (s). Presented by Ryan Carr, Deputy Director of Engineering. Pgs. 24-29
- D. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement with Cox Advanced Services Arkansas, LLC for utility relocation necessary for Sunset Ave Extension. Presented by Ben Peters, Director of Engineering. Pgs. 30-38
- E. **A Resolution** of the City Council of the City of Springdale, Arkansas, committing local match funding and supporting the Northwest Arkansas Regional Planning Commission’s application for Federal Transit Administration Transit-Oriented Development Planning Funds for the Highway 71B Corridor. Presented by Ben Peters, Director of Engineering. Pgs. 39-45
- F. **A Resolution** authorizing the execution of an agreement with A&M Railroad for crossing gate and signal improvements at Sunset Avenue Extension Project No. 23BPS6. Presented by Ben Peters, Director of Engineering. Pgs. 46-49
- G. **A Resolution** authorizing an amendment to the professional services agreement for Meadow Ave Improvements. Presented by Ben Peters, Director of Engineering. Pgs. 50-54
- H. **A Resolution** authorizing the expenditure of funds to acquire property from Ethan & Mattingly King, for the Albright Road Extension Project, Project No. 23BPS12. Presented by Ben Peters, Director of Engineering. Pgs. 55-63

- I. **A Resolution** making an appointment to fill a vacancy in the office of City Council Member for Ward Two, Position Two, of the City of Springdale, Arkansas. Presented by Garrett Harlan, City Attorney. Pg 64

- J. **A Resolution** authorizing the Mayor to enter into an agreement with Clements & Associates/Architecture, inc. for professional architectural services related to the Rabbit Foot Lodge Phase III Restoration/Rehabilitation Project; and for other purposes. Presented by Colby Fulfer, Chief of Staff. Pgs. 65-92

9. Comments from Council Members.
10. Comments from Department Heads.
11. Comments from City Attorney.
12. Comments from Mayor.
13. Adjournment.

CITY OF SPRINGDALE, ARKANSAS

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE HOUSING AUTHORITY OF THE COUNTY OF LONOKE TO EXERCISE ITS POWERS WITHIN THE TERRITORIAL BOUNDARIES OF THE CITY OF SPRINGDALE, ARKANSAS FOR THE LIMITED SCOPE OF OPERATING NORTHWEST ACRES AND ANY TO TAKE OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.

WHEREAS, the Housing Authority of the County of Lonoke, Arkansas, d/b/a Natural State Housing Group, a public housing authority formed under the laws of Arkansas (“NSHG”), has as part of its mission to provide quality affordable housing;

WHEREAS, Section 14-169-224 of the Arkansas Code of 1987 (the “Code”) states that any two housing authorities may join or cooperate with one another in the exercise, either jointly or otherwise, of any or all of their powers for the purpose of operating or contracting with respect to housing projects located within the area of operation of any of the authorities in providing housing for persons of low income within the boundaries of the cooperating political subdivision;

WHEREAS, Section 14-19-104 of the Code requires that any housing authority operating outside of its territorial jurisdiction do so only after the governing body of the municipality in which the housing authority is to exercise its powers has adopted a resolution declaring that there is a need for the housing authority to exercise its powers within the municipality;

WHEREAS, the City of Springdale, Arkansas (the “City”) is aware of the affordable housing known as Northwest Acres (the “Property”) in its jurisdiction that benefits its current and future tenants that are residents of the City;

WHEREAS, NSHG has the capacity and desire to operate the Property to continue to provide quality safe, sanitary, and affordable housing in the City; and,

WHEREAS, NSHG desires to act as operator of the Property located within the territorial limits of the City; and

WHEREAS, the City desires to cooperate with NSHG to operate within the jurisdictional boundaries of the City.

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

- Section 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.
- Section 2. Pursuant to Arkansas Local Government Code, Section 14-169-104, the City Council declares that there is a need for NSHG to exercise its powers in the territorial boundaries of the City to operate the Property, which would continue to provide decent, safe, and sanitary housing that is affordable for lower income residents of the City. NSHG is hereby authorized to exercise its powers in the territorial boundaries of the City for the limited purposes of operating the Property.
- Section 3. This Resolution shall become effective upon its passage. The City Clerk is hereby authorized, directed and empowered to certify these resolutions to NSHG and the Housing Authority of the City of Springdale.

PASSED AND APPROVED this 23rd day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Garrett Harlan, CITY ATTORNEY

HOUSING AUTHORITY OF THE CITY OF SPRINGDALE

RESOLUTION NO. 843-26

RESOLUTION TO ALLOW THE HOUSING AUTHORITY OF THE COUNTY OF LONOKE TO EXERCISE ITS POWERS WITHIN THE CITY OF SPRINGDALE TO OPERATE NORTHWEST ACRES APARTMENTS

WHEREAS, the Housing Authority of the County of Lonoke, Arkansas, d/b/a Natural State Housing Group, a public housing authority formed under the laws of Arkansas (“NSHG”), has as part of its mission to provide quality affordable housing; and

WHEREAS, Section 14-169-224 of the Arkansas Code of 1987 states that any two housing authorities may join or cooperate with one another in the exercise, either jointly or otherwise, of any or all of their powers for the purpose of operating or contracting with respect to housing projects located within the area of operation of any of the authorities in providing housing for persons of low income within the boundaries of the cooperating political subdivision; and

WHEREAS, the Housing Authority of the City of Springdale, Arkansas (the “SHA”) is aware of an apartment complex known as Northwest Acres (the “Property”) in its jurisdiction that provides low income housing to residents of the City; and

WHEREAS, Property has, for many years, been a Project-Based HUD Housing with rental assistance being supplied to its tenants by Project- Based Vouchers, which vouchers are not issued by or through SHA; and

WHEREAS, SHA has not been associated with or affiliated with Property in the past in that Property has been owned and operated by other parties; and

WHEREAS, SHA has no interest in operating Property now or in the future but recognizes that having affordable and low income housing such as that provided by Property is beneficial to the City of Springdale; and

WHEREAS, it appears that at the request of Property’s owner, NSHG desires to operate Property and appears to be capable of adequately operating Property; and

WHEREAS, SHA desires to memorialize its consent to allow NSHG to operate within the jurisdictional boundaries of the City of Springdale;

NOW THEREFORE IT BE RESOLVED BY THE BOARD OF DIRECTORS OF SHA:

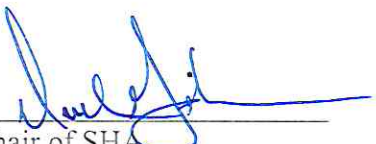
Section 1. That the facts and recitations contained in the preamble of this Resolution are

hereby found and declared to be true and correct.

Section 2: That **SHA** has no objection to **NSHG** operating **Property** which will be beneficial for the residents of the City of Springdale in that it will promote and provide low income housing.

Section 3: That to the best knowledge of **SHA** allowing **NSHG** to exercise its powers in the territorial boundaries of the City of Springdale will not interfere with the operation of **SHA**.

Passed and approved this 29th day of June 2026.



Chair of SHA

attest:



Secretary of SMA



RESOLUTION NO. _____

A RESOLUTION TO CALL A SPECIAL ELECTION ON NOVEMBER 3, 2026 TO FILL A VACANCY FOR CITY COUNCIL MEMBER FOR WARD TWO, POSITION TWO OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, a vacancy occurred for the position of City Council Member for Ward Two, Position Two on June 9, 2026; and

WHEREAS, pursuant to A.C.A. § 14-42-103(a)(2), the Springdale City Council has voted to call a special election to fill the vacancy.

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

Section 1: That the Springdale City Council, pursuant to A.C.A. § 7-11-105, hereby calls a special election to fill the vacancy for a Council Member in Ward Two, Position Two of the City of Springdale for November 3, 2026.

Section 2: That the Springdale City Council hereby determines that the filing period for candidates seeking placement on the ballot for the special election shall be from noon on July 29, 2026, to noon on August 5, 2026. All official petitions for municipal candidates shall be filed with the Washington County Clerk's Office during that period. The ballot position drawing shall occur on August 21, 2026, at the place and time designated by the Washington County Election Commission.

PASSED AND APPROVED this 23rd day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM NATHAN & JENNIFER STOUT, FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6 (Tract 66), said lands being owned by Nathan & Jennifer Stout, also known as Washington County Tax Parcel No. 815-28780-000, located at 1905 S. Powell St., Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the Property, as determined by an appraisal, is \$41,600;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$49,700.00 to acquire the Property, said amount being based on the unique aspects of the Project and the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$8,100.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 1905 S. Powell St. for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Nathan & Jennifer Stout, for the total sum of \$49,700.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 23rd day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Garrett Harlan, CITY ATTORNEY

APPRAISAL REPORT

ON

THE NATHAN & JENNIFER STOUT PROPERTY
(.51± ACRE/22,000± SQUARE FEET);
LOCATED AT 1905 SOUTH POWELL STREET,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

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

FILE NO. 6891-66

AS OF

OCTOBER 29, 2025

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian

November 6, 2025

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Nathan & Jennifer Stout Property; Located at 1905 South Powell Street,
Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 5,570± square feet (SF) in permanent trail easement (PTE) as of October 29, 2025; and, the market value of the Remainder Property after the acquisition of 5,570± SF in PTE are in place, also as of October 29, 2025.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of October 29, 2025, was as follows:

| | | |
|------------------------|---|------------------|
| Whole Property | = | \$152,500 |
| Remainder Property | = | <u>\$110,900</u> |
| Damage To Market Value | = | \$ 41,600 |

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 1905 South Powell Street, Springdale, Arkansas
Client: City of Springdale
Fee Owner: Nathan & Jennifer Stout
Mailing Address: 956 West Cato Springs Road, Fayetteville, AR 72701

| | | | |
|--------------------|------------------------|-----------------------------------|-----------------------|
| Area Of The Whole: | .51± AC, or 22,000± SF | Permanent Trail Easement: | .13± AC, 5,570± SF |
| Area Of Remainder: | .51± AC, or 22,000± SF | Temporary Construction Easements: | N/A |

Area Of Acquisition: Not Applicable

HIGHEST AND BEST USE:

| | |
|--------------------|---|
| Whole Property | As Vacant –Commercial Development As Improved-Raze Site Improvements, & Develop Commercially |
| Remainder Property | As Vacant –Commercial Development As Improved-Raze Site Improvements, & Develop Commercially |

ACQUISITION COMPENSATION:

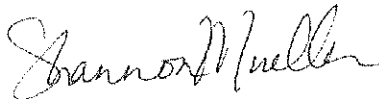
| | | | |
|--|----|---------|----------------|
| Before | | | |
| Land: 22,000± SF @ \$6.75/SF (Rounded) | \$ | 148,500 | |
| Improvements: 520± SF Concrete | \$ | 4,000 | |
| Total: | | \$ | 152,500 |
| After | | | |
| Land: 22,000± SF @ \$5.04/SF (Rounded) | \$ | 110,900 | |
| Improvements: N/A | \$ | 0 | |
| Total | | \$ | <u>110,900</u> |

| | | |
|----------------------------------|----|--------|
| FAIR MARKET VALUE OF ACQUISITION | \$ | 41,600 |
|----------------------------------|----|--------|

| | | |
|---|----|---------------|
| Temporary Construction Easement: N/A | | |
| Total Compensation as of: October 29, 2025 | \$ | <u>41,600</u> |

ALLOCATION OF COMPENSATION

| | | |
|---|----|---------------|
| Land: Not Applicable | \$ | 0 |
| Permanent Trail Easement: 5,570± SF @ \$6.75/SF (RND) | \$ | 37,600 |
| Temporary Construction Easement: Not Applicable | \$ | 0 |
| Improvements: 520± SF Concrete | \$ | 4,000 |
| Damages: Not Applicable | \$ | 0 |
| Cost to Cure Items: Not Applicable | \$ | 0 |
| Total Compensation: | \$ | <u>41,600</u> |



Shannon Reed Mueller, MAI, R/W-AC, CG2302
 REED & ASSOCIATES, INC.



AREA MAP





STOUT,
NATHAN &
JENNIFER

HUSSEIN CHRISTOPHER
LACKEY, HEATH
L.A.
FARLEY, DAWN
M.
COOK, BRUCE
& DORIS
MULANAX,
LARRY R &
BONNIE L.
JUAREZ,
SAYURI
JIMENEZ
BADILLO,
JIMENEZ
VAZQUEZ,
DONALD J.
HEGEDUS,
DONALD J.

HUCKLEBERRY
PHILLIPS,
CODY
BARRY FIELDS
LLC
RODRIGUEZ,
LUISEL MEDINA
CARACHURE-
GARCIA,
AURELIO
SEAGO, ESSIE
FAYE REV
TRUST
ANDRADE,
ABUNDIO D JR
SANTILLANO,
RICARDO;
MORENO,
ELPIDIO
BARRY, JOHN R
III

FISHER
HOLDINGS INC
LANNING
FAMILY
REVOCABLE
TRUST
LANNING
FAMILY
REVOCABLE
TRUST

HURBINES,
HURBY & MAR
IRENE
BURNETT,
TRAVIS N
BURNETT,
TRAVIS N

POWELL ST
V.R.
PROPERTIES
LLC
FARRELL,
SEXTON
ENTERPRISES
INC

Appraisal Report

TBD Powell Street,
Springdale, AR 72764



Effective Date

April 30, 2026

Prepared By

James R. Williams CG #3949

&

Joe Hiryak AR RA #5223

Stringfellow & Associates

PO Box 668

Farmington, Arkansas 72730

(479) 267-6007 or Fax (479) 267-6599

Stringfellow & Associates

PO Box 668; 72 W. Main
Farmington, Arkansas 72730-0668
Ph. 479.267.6007; Fax 479.267.6599

»Poultry, General Agricultural, Commercial, Multi-family, Light Industrial
Court required Appraisals, and Estate Appraisals – real property«

Appraisers:

Steven A. White CG Associate
James R. Williams, CG. Associate
Greg Jeffery, CG. Associate
Joe Hirvak, RA. Associate

May 19, 2026

Nathan Stout
6914 Western Trails Drive
Springdale, AR 72764

Re: TBD Powell Street, Springdale, AR parcel #815-28780-000.

To Mr. Stout;

We identified “Market Value” of the subject property as of April 30, 2026. We have identified the subject as being 0.51± acres with minimal improvements, we have also used public records along with aerial photographs to identify the property boundaries. This information can be viewed under the heading of “Exhibit Section”. *Please note* - the maps and aerials are **not** surveys and should not be depended on for exact measurements; they are in the report for reference purposes only.

The properties used in the sales analysis are unimproved sales. It is our opinion, the subject’s Highest and Best Use as of the effective date is *commercial*.

The rights appraised and the resulting values identified are consistent with a “Fee Interest Surface Estate” ownership as described herein. The value estimate is subject to Underlying Assumptions and Limiting Conditions enumerated in the report. Information relative to value is gathered from what are believed to be reliable sources and presented in the following report.

We certify a personal observation of the property was made, however it is also assumed that the information gathered as of the effective date of April 30, 2026 are 6 to 12 months exposure time:

| |
|---|
| <p>“AS IS” One Hundred Ninety-five Thousand Dollars \$195,000</p> |
|---|

We certify that we have no interest, present or contemplated, in the property described, and that neither our employment nor compensation is contingent on the property value.

The accompanying appraisal represents a completed appraisal assignment according to Standards Rule #1, and an Appraisal Report according to Standards Rule #2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

This letter must remain attached to the report in order for the value opinion set forth to be considered valid. We trust that you will find this report in order, however if you have any questions regarding same, please do not hesitate to call.

Respectfully submitted,



James R. Williams, Owner
Stringfellow & Associates
AR CG #3949



Joe Hiryak, Apprentice
Stringfellow & Associates
AR RA #5223

Summary of Salient Facts and Conclusions

Effective Dates: April 30, 2026

Signatory Date of Report: May 19, 2026

Previously Appraised: No

Client: Nathan Stout
6914 Western Trails Drive
Springdale, AR

Intended Users: Nathan and Jennifer Stout

Intended Use: To establish market value “AS IS” for marketing purposes.

Owner(s): Nathan and Jennifer Stout

Value Indication:
“AS IS” Market Value **\$195,000**

Sales Comparison Approach **\$195,000**
Cost Approach **Not Applicable**
Income Approach **Not Applicable**

Report Compliance: This report is intended to comply with “The Uniform Standards of Professional Appraisal Practice” (USPAP); “The Financial Institution Recovery, Reform, and Enforcement Act” (FIRREA) – Title XI, as amended; and, “Interagency Appraisal and Evaluation Guidelines”. (See the “Exhibit Section” for further explanation.)

Type of Report: “Appraisal Report” in narrative format identifying “Market Value” of the property. (See “Exhibit Section” for definition of “Market Value”)

Type of Property: Commercial Land (Minimal Improvement)

General Location: The subject is located in the east central portion of Springdale, AR on the east side of Powell Street. It is 0.3± miles west of Hwy 265, 0.8± miles east of Hwy 71, and <0.1± miles north of Hwy 412. Fayetteville the County Seat is 2.8± miles south.

Latitude/Longitude: 36.168059° / -94.125692°

Legal Description: See a Legal Description on page 4.

Improvements: Minimal

Site Description: The site is 0.51± acres, rectangular in shape, mostly level open ground with few trees.

Utilities: Utilities are electricity, natural gas, city water, sewer, and telephone.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUTTON CORPORATION FOR A DOWNTOWN PARKING STRUCTURE CONCEPTUAL STUDY; AUTHORIZING CERTAIN ADDITIONAL SERVICES; AND FOR OTHER PURPOSES

WHEREAS, the City of Springdale, Arkansas, desires to evaluate and plan for current and future parking needs in downtown Springdale in a manner that supports continued downtown growth, economic development, walkability, accessibility, and future mixed-use development, and

WHEREAS, Hutton Corporation has submitted a proposal to provide initial design and conceptual study services for a downtown parking structure, including kickoff, programming and management, concept site planning, schematic floor plans, phasing plans, concept renderings, and a conceptual budget and schedule, and

WHEREAS, the total fee for the initial services would typically be Thirty-Two Thousand Dollars (\$32,000.00), but Hutton Corporation has offered to complete the initial services for the City of Springdale for a final lump sum fee of Twenty-Five Thousand Dollars (\$25,000.00), and

WHEREAS, Hutton Corporation has also identified certain additional services that may be necessary or beneficial to the project, including a geotechnical report, additional borings, site survey, private utility locates, and other related services, and

WHEREAS, the City desires to authorize the Mayor and City Clerk to execute a Professional Services Agreement with Hutton Corporation for the initial services and, if selected by the City Council, certain additional services related to the downtown parking structure conceptual study, with payment to be made from the Unrestricted General Fund.

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 execute a Professional Services Agreement with Hutton Corporation for a Downtown Parking Structure Conceptual Study, with payment to be made from the Unrestricted General Fund, as follows:

OPTION 1: The Professional Services Agreement shall include the initial services described in Hutton Corporation's proposal, including kickoff, programming and management, concept site

planning, schematic floor plans, phasing plans, concept renderings, and a conceptual budget and schedule, for a final lump sum fee not to exceed Twenty-Five Thousand Dollars (\$25,000.00).

OPTION 2: The Professional Services Agreement shall include the initial services described in Option 1 for a final lump sum fee not to exceed Twenty-Five Thousand Dollars (\$25,000.00), together with additional services related to the project, including a geotechnical report, additional borings, site survey, private utility locates, and other related services, for a total amount not to exceed Seventy-Two Thousand Two Hundred Dollars (\$72,200.00), with payment to be made from the Unrestricted General Fund.

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

May 22, 2026

Colby Fulfer
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: Initial Design Agreement – Downtown Parking Structure Conceptual Study

Dear Colby,

First off, thank you for sharing your vision with us. It sounds like exciting times lay just ahead. Like any bold vision, it will be a journey that will not be free from challenges along the way. Those challenges are what we are prepared to help you, and your team overcome. We are confident that our design+build process will serve as a great asset to you and the project.

We propose to perform the steps necessary to define the scope and budget of your project as a starting point. Based on our initial meetings and conversation, we understand the following to be your priorities:

Project Goals

- **Meet Current and Future Parking Demand**
Accommodate existing and projected parking needs to support downtown growth.
- **Maximize Site Efficiency and Value**
Evaluate the entire site to optimize land use, minimize underutilized areas, and support long-term economic return.
- **Support Future Mixed-Use Development**
Position the parking structure to catalyze and integrate with future office, retail, residential, and hospitality projects.
- **Enhance Accessibility and Circulation**
Improve vehicular access, reduce congestion, and ensure safe, intuitive pedestrian connections throughout the site.
- **Promote Walkability and Urban Design Quality**
Create a pedestrian-friendly environment with strong connections to surrounding streets and destinations.
- **Create a Visually Integrated and Context-Sensitive Design**
Ensure the structure contributes positively to the character of downtown through thoughtful architectural treatment.
- **Support Economic Development Objectives**
Reinforce downtown as a vibrant destination that attracts investment, businesses, and visitors.

Our proposal is to champion these priorities and objectives and to equip you with adequate resources to communicate your desired future to all your project stakeholders. We plan to develop creative solutions and realistic budget and schedule information to utilize during your planning stages and set you up to achieve your goals.

LEAD. INSPIRE. RESPECT. CONSTRUCT.

SPRINGDALE, AR · 479.487.2252 · HUTTONBUILDS.COM

It is our hope that you and your team will experience the unique, transparent, and collaborative project delivery we offer to our clients. Below you will find a customized list of services and deliverables that will be pertinent to propel your project to the next phase.

Scope of Services

| Service Description | Fee | Estimated Schedule |
|---|-------------------------------|--------------------|
| <p>Kickoff, Programming & Management Hutton will meet with City staff to develop, review and confirm the project parameters and Project Goals as identified by the City. Hutton will provide the following:</p> <ul style="list-style-type: none"> • Summary of confirmed Goals & Assumptions • Programming document(s) indicating overall spaces and square footage required • Project Roadmap schedule confirming dates listed herein. | Allocated across phases below | 2-3 weeks |
| <p>Concept Site Plan Hutton will generate an overall, colored site master plan for the entire site based on the final programming information and schematic floor plan(s).</p> <ul style="list-style-type: none"> • Our preliminary study for this facility will be based on a program information provided by the Owner. • Generate a schematic site plan drawing (to scale) showing the arrangement of spaces for each unique level in the building. <ul style="list-style-type: none"> ○ Up to two Site plan revisions are included. ○ General code and ADA items will be observed. | \$6,000 | 2-3 weeks |
| <p>Schematic Floor Plan(s) Generate schematic floor plans for each unique level of the parking structure including surface parking layout.</p> <ul style="list-style-type: none"> • Final deliverables will be color blocked presentation style floor plan layout. • Plans will be to scale, showing basic dimensions, stall layouts and parking counts and room names (where applicable). • Plans will include consideration of the current code and ADA requirements that will have an impact on the budget. • Two revisions are included. | \$8,800 | 2-4 weeks |
| <p>Phasing Plan(s) As we develop the layout and site placement for the parking structure, we will also identify areas for potential development that would be highest and best use for this property in the heart of Downtown Springdale.</p> <ul style="list-style-type: none"> • Site plan diagram(s) illustrating potential future uses (in addition to the parking structure) will be created and made to demonstrate the priority and anticipated sequence for each unique piece of the project. | \$2,400 | 1-2 weeks |

| | | |
|--|-------------------|---|
| <p>Concept Renderings Hutton will generate conceptual “still” architectural renderings for the project to indicate size, scale, and scope.</p> <ul style="list-style-type: none"> Final deliverables will be <ul style="list-style-type: none"> Six (6) exterior color renderings Two (2) aerial “Master Plan” views showing the full site layout. Renderings will be conceptual in nature and will have initial material and color selections depicted. | \$10,000 | 3-4 weeks |
| <p>Conceptual Budget and Schedule Hutton will generate a detailed scope letter and initial budget to give you an idea of associated construction costs and project timeline to complete the desired scope of work.</p> <ul style="list-style-type: none"> Provide conceptual cost estimates for completing the project shown by building type (or phase(s)). Provide a conceptual cost per stall derived from overall conceptual cost estimate Provide a preliminary project construction schedule Provide assumptions and exclusions as required for | \$4,800 | 2-3 weeks (After receipt of Preliminary Geotechnical Report) |
| TOTAL | \$32,000 * | 12-16 Weeks |

Please note, Hutton’s is committed to building stronger communities and to the City of Springdale. Therefore, to demonstrate this, assuming all services are selected, we will offer to complete the initial services described above for a **final lump sum fee of \$25,000 total (a \$7,000 deduct).*

In addition, the following services listed below are services we strongly recommend. They are provided by third-party companies whom Hutton will contract and coordinate the work they are doing for the City of Springdale. These fees will be determined by solicitation of competitive proposals and presented to the City for approval.

| Additional Services Description | Not to Exceed Fee | Estimated Schedule |
|--|--------------------------|---|
| <p>Geotechnical Report</p> <ul style="list-style-type: none"> A soils report for an adequate number of soil boring locations to occur within the parking garage site area will be provided by a licensed geotechnical engineer (third-party company). It is estimated to take ~2-4 weeks after borings are complete to receive a preliminary Geotechnical Report. | \$24,000 | ~4 weeks after Notice to Proceed for borings |
| <p>Additional Borings (as requested)</p> <ul style="list-style-type: none"> If additional borings are requested outside the primary garage footprint (future development areas), then those borings can be complete up 35 feet (with 5-10 feet of rock coring budgeted) | \$2,500 per boring | Concurrent with Garage borings (in same mobilization) |
| <p>Site Survey</p> <ul style="list-style-type: none"> A Boundary and Topographic survey will be completed by a licensed surveyor (third-party company) for the extents of the identified project site area (approx.. 2.10 acres) and will include boundary, topography, improvements, and utilities as can be visually detected or marked by utility locate services. | \$16,200 | 6-8 weeks after Notice to Proceed |
| Private Utility Locates (if requested) | \$2,000 | Prior to Survey |

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Basis of Proposal / Exclusions (available as an Add Service by request)

The following services are not necessary to complete this initial phase. However, at the request of the City, Hutton can perform any of the following services for an additional fee:

- Civic engagement and community stakeholder meetings beyond standard design progress review meetings with City staff.
- CUP creation, including necessary zoning and platting work (we understand this may be desired, we will gather proposals and a recommendation for completing this and it can be added as a pass-through cost upon your approval)
- Preliminary building systems engineering
- Formal bidding process to trade partner market
- Final code review and/or approval by local and/or state AHJ's (authorities having jurisdiction)
- Full interior design and/or material selections (we will use budgeted allowances in the ROM estimating process) beyond what is described above

Concept Proposal

We are prepared to begin the services outlined upon your acceptance of this agreement. Once that happens, we expect this phase will take 12-16 weeks to complete. As this concept phase nears completion, we will establish timelines for future phase(s) based on the defined scope of work.

This letter is to serve as an agreement between Hutton Corporation and the City of Springdale as we provide service for this initial phase. The Owner agrees to compensate Hutton for the services outlined by this agreement. To clarify, this proposal does not include any for permit/construction drawings.

I hope this proposal accurately captures our discussions. If you have any questions about this process or the services Hutton will provide you, please do not hesitate to ask. We look forward to the opportunity to serve you on this project and are ready to get started!

This Agreement is entered into and as approved by:

OWNER:

City of Springdale

DESIGN-BUILDER:

Hutton Corporation

Signature:

Print:

Colby Fulfer

Title:

Chief of Staff

Date:

Signature:



Print:

Matt Byrum

Title:

Vice President of Architecture

Date:

05.22.2026

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RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO PARTNER WITH
THE ARKANSAS DEPARTMENT OF TRANSPORTATION
FOR THE FOLLOWING PROJECT:**

Job 090621, I-49 – Hwy. 265 (Springdale Bypass) (S)

WHEREAS, the Arkansas Department of Transportation (hereinafter called the “Department”) has programmed a project to construct the portion of the Springdale Northern Bypass from Interstate 49 to Highway 265; and

WHEREAS, the City of Springdale (hereinafter called the “City”) has requested a modification to the proposed project to include a grade separation and overpass at Chief Truman Brewer Street and design modifications for the interchanges on Highway 612 to construct 10-foot sidepaths on both sides of Highway 71B and Highway 265, in lieu of a 5-foot sidewalk within Department right of way; and

WHEREAS, the City agrees to provide 50 percent of the actual costs for the accommodation of the 10-foot sidepaths within the typical sidewalk construction parameters; and

WHEREAS, the Department will accommodate the requested modifications within the right-of-way of the Highway 71B and Highway 265 interchanges with the assurance that the sidepath accommodations will be cost-neutral for the Department; and

WHEREAS, the Department will construct an overpass over Chief Truman Brewer Street at no cost to the City; and

WHEREAS, the Department will handle all other phases of the Project and will provide all additional funding necessary to complete these improvements.

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

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

SECTION II: The Mayor, or their designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite implementation of this project.

SECTION III: The City of Springdale pledges its full support and hereby requests that the Arkansas Department of Transportation initiate action to implement these improvements.

THIS RESOLUTION adopted this _____ day of _____, _____.

Doug Sprouse
Mayor

ATTEST: _____
(SEAL)

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGDALE

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO:

Implementation of **Job 090621, I-49 – Hwy. 265 (Springdale Bypass) (S)** in Springdale, Benton County (hereinafter called the “Project”).

WHEREAS, the Arkansas Department of Transportation (hereinafter called the “Department”) has programmed the Project to construct the portion of the Springdale Northern Bypass (Highway 612) from Interstate 49 to Highway 265; and

WHEREAS, the City of Springdale (hereinafter called the “City”) has requested a modification to the proposed Project to include a grade separation and overpass at Chief Truman Brewer Street and design modifications for the interchanges on Highway 612 to construct 10-foot sidepaths on both sides of Highway 71 Business and Highway 265, in lieu of a 5-foot sidewalk within Department right of way; and

WHEREAS, the City agrees to provide 50 percent of the actual costs for the construction of the 10-foot sidepaths within the typical sidewalk construction parameters; and

WHEREAS, in addition to the monetary commitment, the City agrees to expeditiously relocate affected City-owned utilities and be responsible for associated costs as defined in the Department’s Utility Accommodation Policy (available at www.ardot.gov/LPA); and

WHEREAS, the Department will be responsible for coordinating with all utilities to determine impact and schedules; and

WHEREAS, the Department agrees to the requested modifications within the right of way of the Highway 71 Business and Highway 265 interchanges with the assurance that the sidepath accommodations will be cost-neutral for the Department; and

WHEREAS, the Department will construct an overpass over Chief Truman Brewer Street at no cost to the City; and

WHEREAS, the Department will handle all other phases of the Project and will provide all additional funding necessary to complete these improvements; and

WHEREAS, the City has passed Resolution No. _____ agreeing to the partnership and authorizing the Mayor to enter into agreements with the Department for the Project.

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for all non-reimbursable costs associated with the City-owned utilities as defined in the Department's Utility Accommodation Policy.
2. Provide the Department with funding for the anticipated actual costs to construct the 10 foot sidepaths prior to executing a construction contract for the Project.
3. Upon Project close out, reimburse the Department for any outstanding costs associated with the City's commitment.
4. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for handling the design, environmental documentation, and right of way acquisition for the Project.
2. Be responsible for overseeing and coordinating all utility relocation for the Project.
3. Be responsible for the review and preparation of reimbursement agreements for eligible utilities.
4. Request funds from the City prior to awarding a construction contract for the Project.
5. Advertise, award, and perform construction inspection for the Project.
6. Construct 10-foot sidepaths within the Department right of way of the Highway 71 Business and Highway 265 interchanges.
7. Construct an overpass over Chief Truman Brewer Street at no cost to the City.
8. Upon project close out, request any outstanding costs or return any excess funding associated with the City's commitment.

IT IS FURTHER AGREED that should the City fail to pay to the Department any required funds due for implementation of the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 20__.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

CITY OF SPRINGDALE

Jared D. Wiley, P.E.
Director

Doug Sprouse
Mayor

Ernest Cate
City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to the Civil Rights Division (P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711)), or the following email address: Civil.Rights@ardot.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.



SPRINGDALE

Hiland Rd

W Graham Rd

Wagon Wheel Rd

18B

71
BUS

264

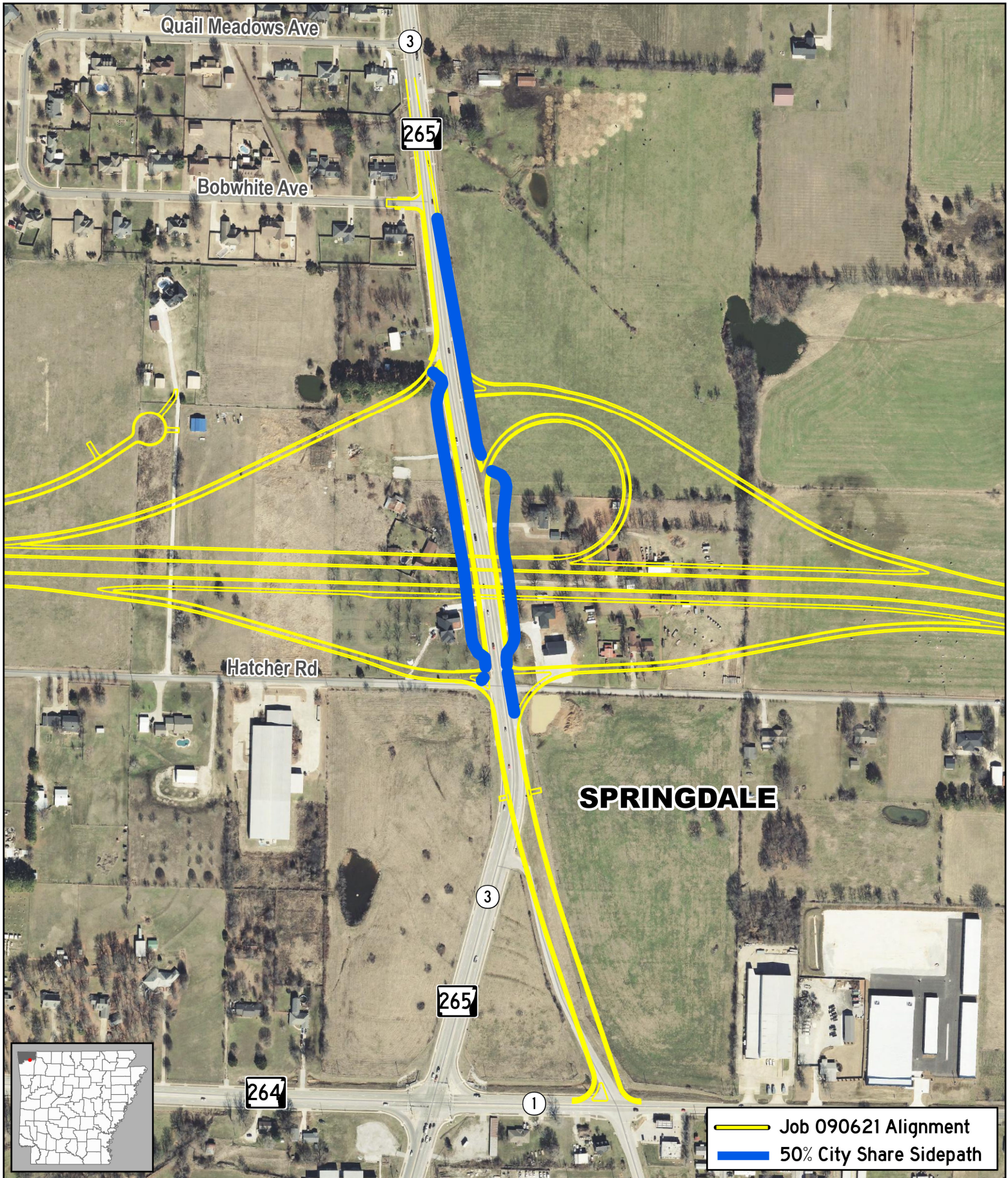
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- Job 090621 Alignment
- 50% City Share Sidepath



Job 090621
Proposed Sidepaths
U.S. Highway 71 Business, Sec. 18B
Benton County





- Job 090621 Alignment
- 50% City Share Sidepath

Job 090621
Proposed Sidepaths
 Highway 265 Sec. 3
 Benton County



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH COX ADVANCED SERVICES ARKANSAS, LLC FOR UTILITY RELOCATION NECESSARY FOR SUNSET AVE EXTENSION.

WHEREAS, a portion of the Sunset Ave Extension Project (23BPS6) requires relocation of Cox utility lines;

WHEREAS, Cox Advance Services Arkansas, LLC estimates the total cost of the relocation to be \$19,056.29 with a reimbursable amount of \$18,056.29 from the City to Cox;

WHEREAS, Cox Advance Services Arkansas, LLC is the owner of the utility and is therefore a sole source for this service;

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a Relocation Agreement for actual cost to relocate with Cox Advanced Services Arkansas, LLC for the Sunset Ave Extension Project for \$18,056.29 to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED:

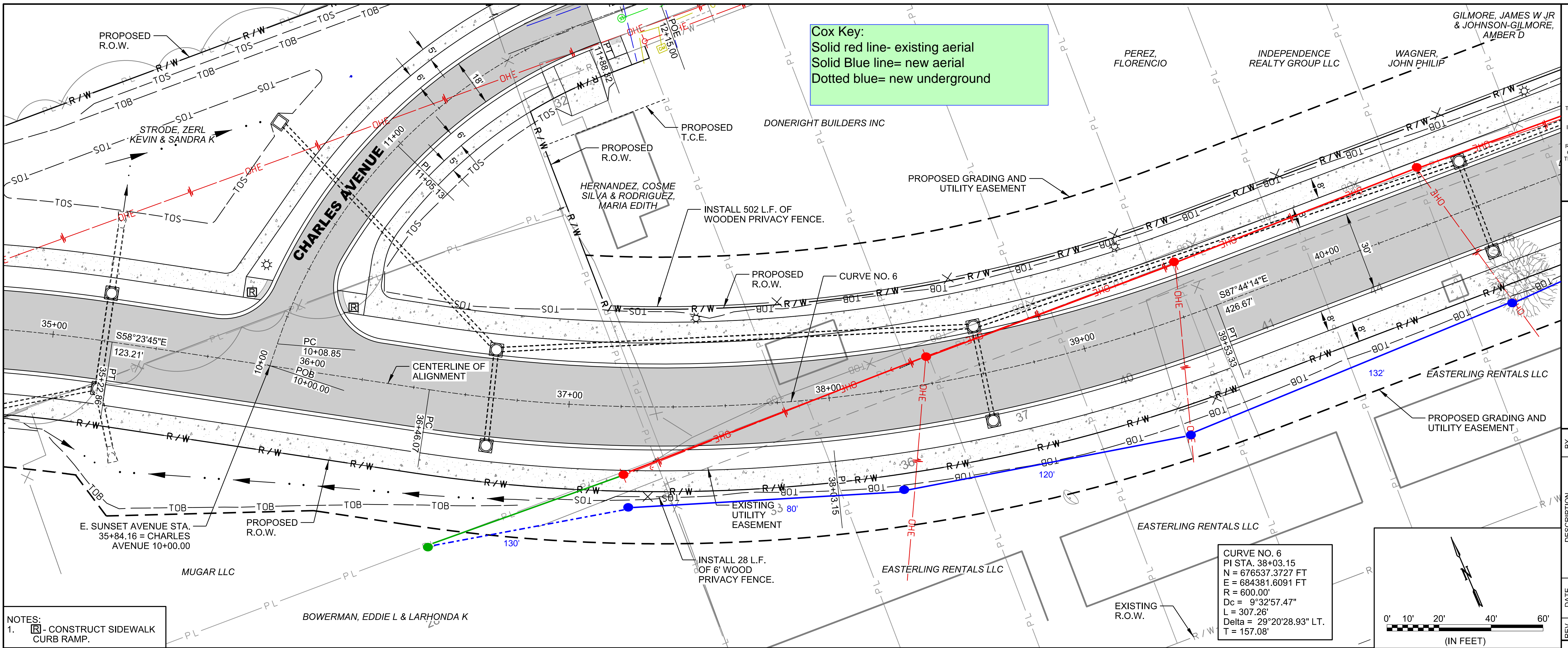
Garret Harlan, City Attorney

Cox Key:
 Solid red line= existing aerial
 Solid blue line= new aerial
 Dotted blue= new underground

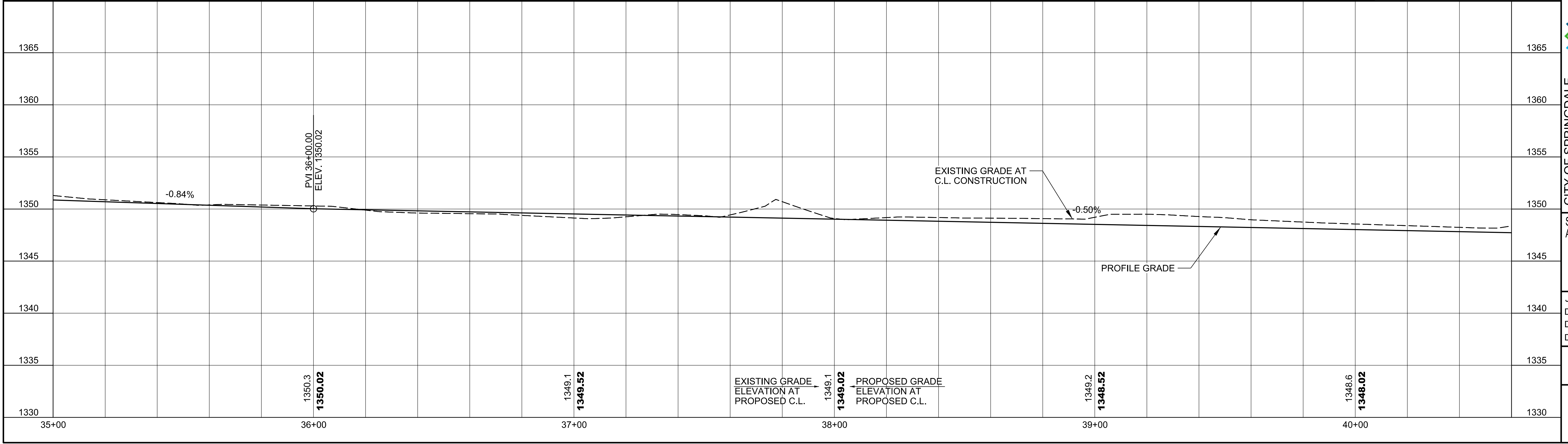
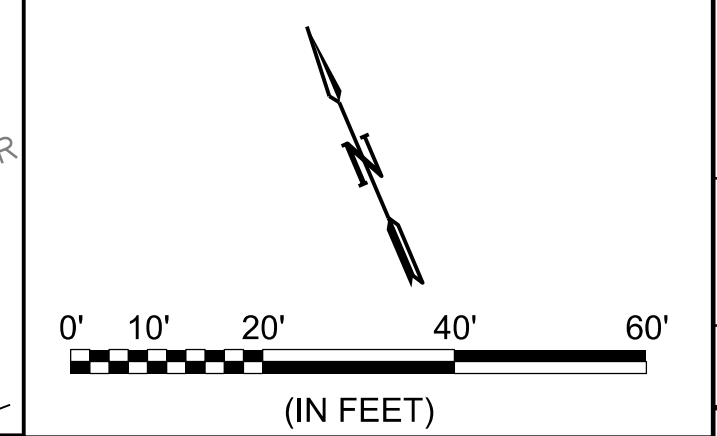


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REVISED PRELIMINARY PLANS FOR REVIEW ONLY NOT FOR CONSTRUCTION



NOTES:
 1. - CONSTRUCT SIDEWALK CURB RAMP.



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CITY OF SPRINGDALE
 SPRINGDALE, ARKANSAS

SUNSET AVENUE AND POWELL STREET IMPROVEMENTS

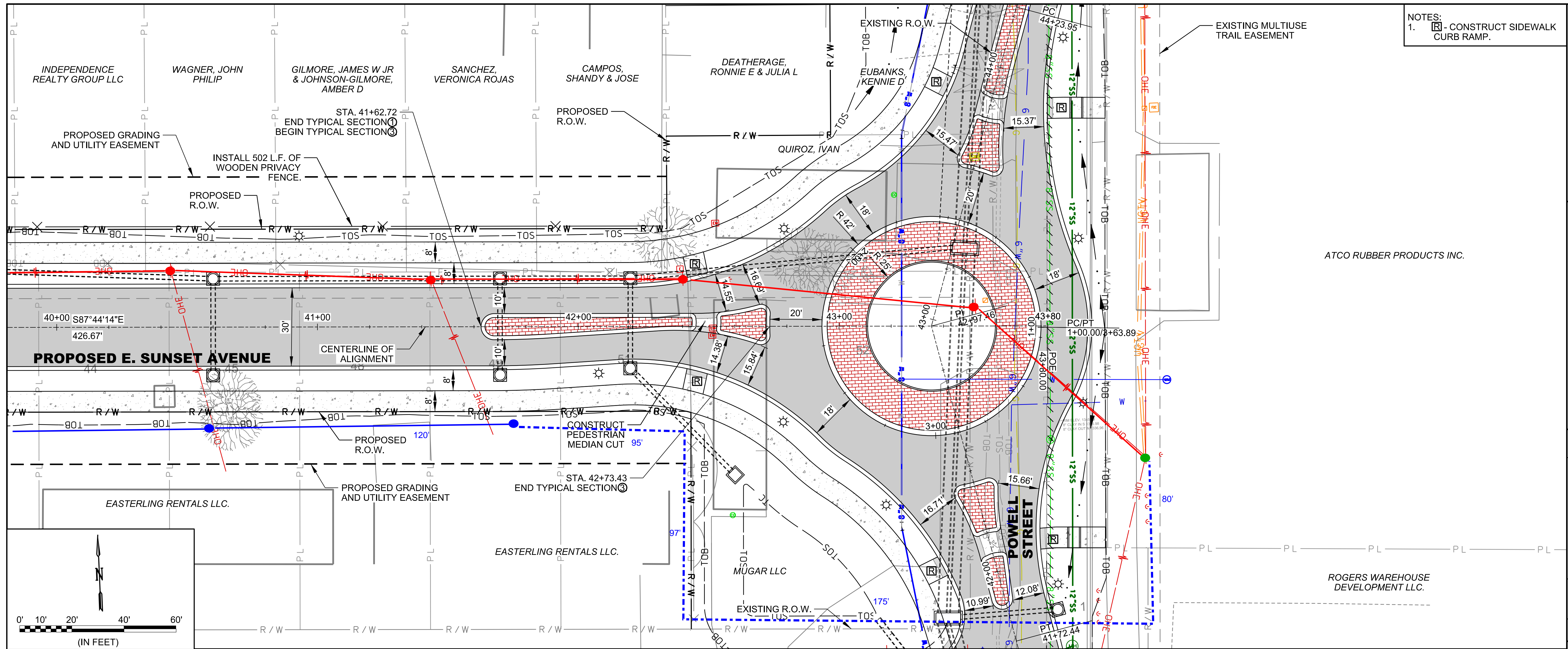
SUNSET AVENUE PLAN AND PROFILE

JOB NO.: 23T21010
 DATE: JUNE 2025
 DESIGNED BY: ZTM
 DRAWN BY: TWM

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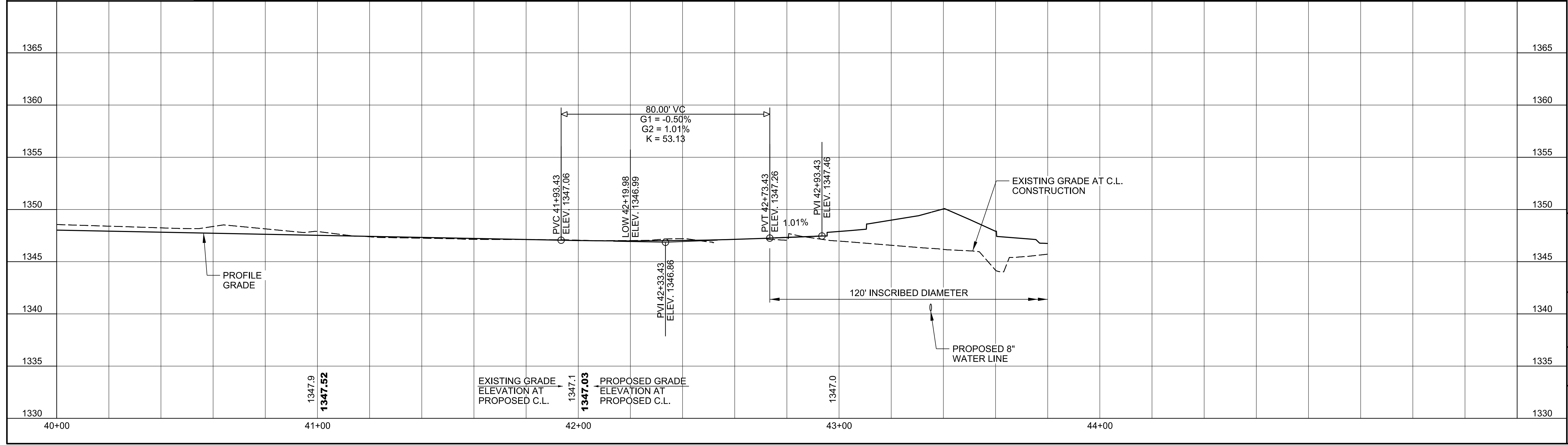


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REVISED PRELIMINARY PLANS FOR REVIEW ONLY NOT FOR CONSTRUCTION

| REV. | DATE | DESCRIPTION | BY |
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SPRINGDALE
 WE'RE MAKING IT HAPPEN

CITY OF SPRINGDALE
 SPRINGDALE, ARKANSAS

SUNSET AVENUE AND POWELL STREET IMPROVEMENTS

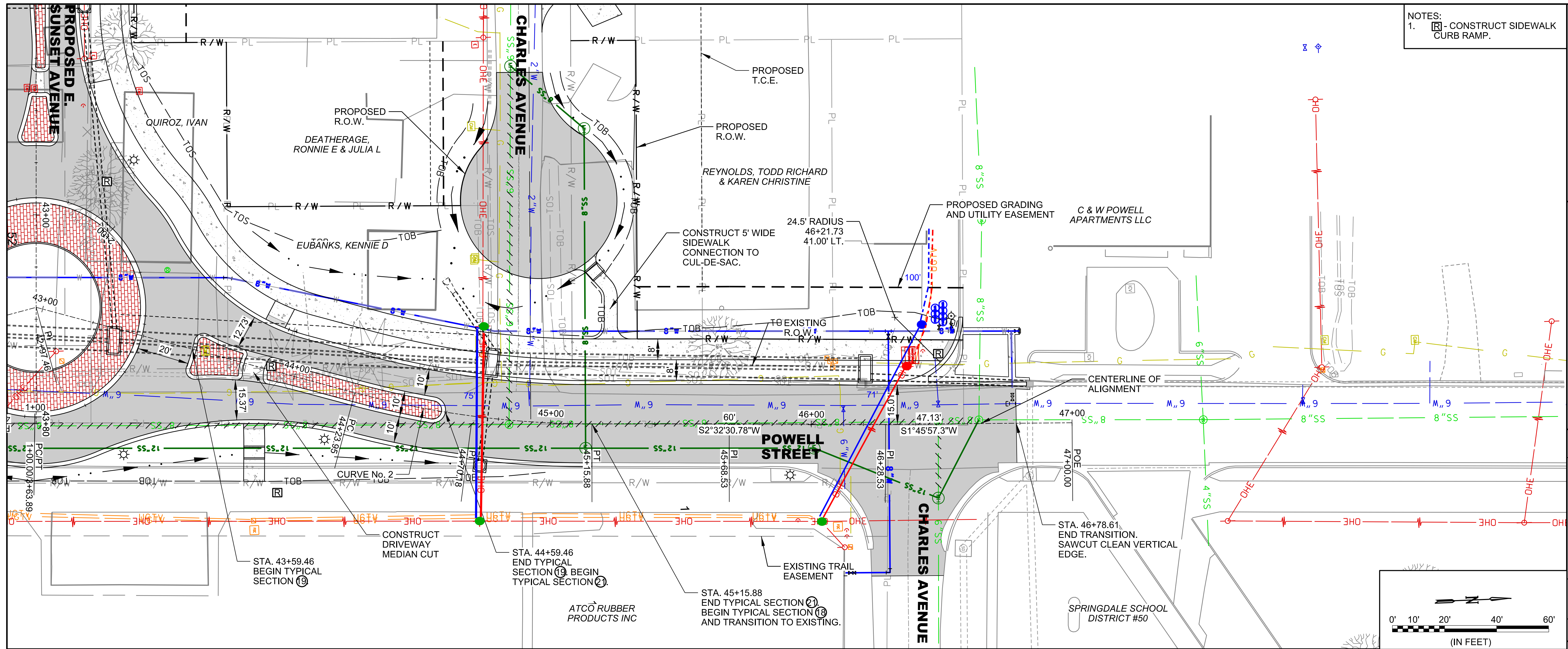
SUNSET AVENUE PLAN AND PROFILE

JOB NO.: 23T21010
 DATE: JUNE 2025
 DESIGNED BY: ZTM
 DRAWN BY: TWM

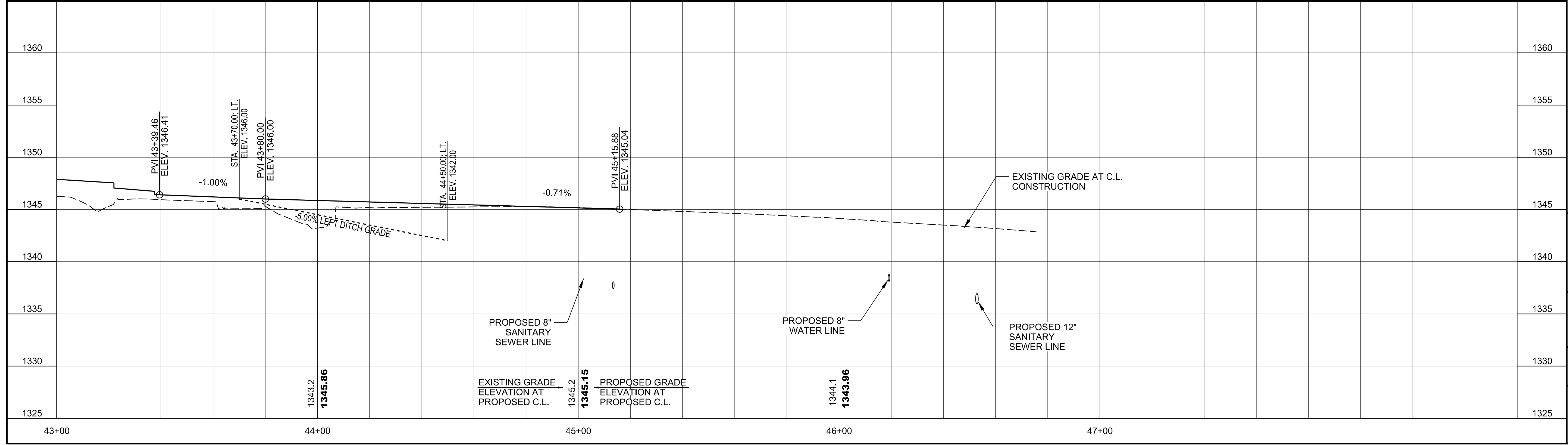
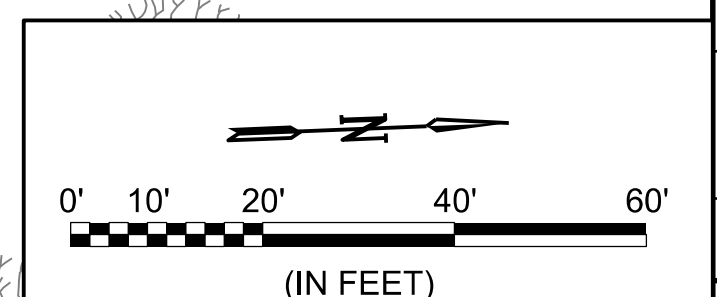
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NOTES:
 1. [Symbol] - CONSTRUCT SIDEWALK CURB RAMP.






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REVISED PRELIMINARY PLANS FOR REVIEW ONLY NOT FOR CONSTRUCTION

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CITY OF SPRINGDALE
 SPRINGDALE, ARKANSAS

SUNSET AVENUE AND POWELL STREET IMPROVEMENTS

POWELL STREET PLAN AND PROFILE

JOB NO.: 23T21010
 DATE: JUNE 2025
 DESIGNED BY: ZTM
 DRAWN BY: TWM

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DRAWING NUMBER
C-523

RELOCATION AGREEMENT

THIS RELOCATION AGREEMENT (the "Agreement") is entered into and effective as of , 2026("Effective Date"), by and between **Cox Advanced Services Arkansas LLC**, with offices at 4901 South 48th Street, Springdale, AR 72762 ("Cox") and **The City of Springdale, Arkansas**, a municipal corporation in the State of Arkansas, with an address at 201 Spring St, Springdale, AR 72764 ("City"), each a "Party" or jointly the "Parties" under this Agreement.

WHEREAS, Cox owns, operates and maintains outside plant (fiber and coax cable) as described in Exhibit A to this Agreement that Cox uses to provide its customers with communication services (the "Cox Facilities"); and

WHEREAS, City desires that Cox relocate the Cox Facilities as described in Cox Plans for compensation to Cox under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SCOPE OF AGREEMENT

The purpose of this Agreement is for Cox to remove the Cox Facilities from telephone and/or electric company poles detailed in Cox Plans and relocate the Cox Facilities under the terms and conditions of this Agreement.

- 1. Term and Termination.** This Agreement begins on the Effective Date and shall continue until the later of (i) , 2027 or (ii) the date upon which Cox completes the installation of the Cox Facilities and restores the City's property as provided under this Agreement. If this Agreement is terminated by City prior to completion of the installation, Cox shall be entitled to receive payment for work completed and any costs incurred as of the date of termination. Cox shall also be entitled to complete all tasks necessary to ensure continued functionality of the Cox Facilities, and City shall reimburse Cox for all such work completed and costs incurred.
- 2. Cox Facilities Removal and Burial.** Cox shall remove the Cox Facilities from the poles and relocate such facilities as described in Cox Plans. Cox may use one or more subcontractors to perform the work described herein, provided that Cox shall remain responsible for the work performed by such subcontractors. All work will be performed in a workmanlike manner using industry standards for applicable work, and in accordance with all applicable laws.
- 3. Payments, Taxes.** Upon completion of the relocation of the Cox Facilities, Cox shall invoice the City for nineteen thousand and fifty six dollars and twenty nine cents (\$19,056.29(USD) (the "Fee"). The City shall promptly pay Cox the Fee to such address as set forth in the Cox invoice. To the extent any sales tax, transfer tax, use tax, gross receipts tax, excise tax, business and occupation tax, or other similar Federal, state and local taxes or charges, related to the work performed under this Agreement shall apply to the Fee, Cox shall be solely responsible for such taxes.
- 4. Permits.** If applicable, Cox will apply for all applicable permits and authorizations to perform the work contemplated by this Agreement and set forth in Cox Plans. Pending proper application by Cox, the City shall grant Cox all required City permits at no cost to Cox.

5. **Access Rights.** The City grants Cox all necessary rights, licenses, and authorizations to place and otherwise relocate and/or bury the Cox Facilities in the City rights of way as described in Cox Plans to this Agreement. In addition, thereto, Cox shall have the right to access the City rights of way to maintain, repair, or replace the Cox Facilities as deemed necessary by Cox in its sole discretion. Such rights, licenses and authorizations shall remain in place for so long as Cox has the Cox Facilities located in the City rights of way.

6. **Title to Cox Facilities.** Title, ownership and all use rights in the Cox Facilities shall at all times remain with Cox. Nothing in this Agreement shall grant the City access to, or any rights in, the Cox Facilities.

7. **Risk of Loss.** Cox shall bear the risk of loss to the Cox Facilities unless caused by the negligence of the City, its employees, agents or contractors.

8. **Restoration of City Property.** As part of the work to bury the Cox Facilities, Cox shall restore the ground and landscaping to its original condition, ordinary wear and tear excepted.

9. **Force Majeure.** In no event shall either party have any claim or right against the other party for any failure of performance by such other party if such failure of performance is caused by or is the result of (i) causes beyond the reasonable control of such other party, including, but not limited to, third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over this Agreement; or (iii) any civil or military action including national emergencies, riots, war, and/or civil insurrections (“Force Majeure”).

10. **LIMITATION OF LIABILITY. EXCEPT FOR THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF COX, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN NO EVENT SHALL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE OR ENHANCED DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, OR BUSINESS HARM) ARISING OUT OF OR RELATING TO THE WORK SET FORTH IN EXHIBIT A. NOTWITHSTANDING ANYTHING TO THE CONTRARY, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID BY CITY TO COX UNDER THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

11. **Unmarked Utilities.** Cox shall have no liability to the City for buried and unmarked equipment located within the work area where the Cox Facilities shall be located.

12. **General Provisions.**

A. Attorneys' Fees. If it becomes necessary for either City or Cox to employ an attorney to enforce compliance with any term or condition of this Agreement, the prevailing Party shall be entitled to reimbursement from the other Party for reasonable attorneys' fees, as determined by the court, and reasonable costs and expenses incurred in such enforcement.

B. Notices. All notices shall be in writing and deemed properly given or made upon receipt if delivered by nationally recognized overnight courier, registered or certified mail, postage prepaid to the addresses listed above: If to Cox, to the attention of Bill Smith, Planner 1; if to the City: John Easterling, Special Projects Administrator.

C. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arkansas.

D. No Third-Party Beneficiaries. Nothing herein shall be construed or interpreted to give any person other than Cox and City any legal or equitable right, remedy, claim, or defense under or in respect of this Agreement. There are no intended third-party beneficiaries of this Agreement, except as expressly stated herein.

E. Waiver. A waiver by either Party of a default by the other Party and/or the performance of the other Party's obligations contained in this Agreement shall not be deemed a waiver of the performance of any other obligations or of any subsequent default in the performance of the same or any other obligation contained in this Agreement.

F. Survival. Sections 3, 5, 6, 10, 12 and any other provision which by its nature should survive termination, shall survive the expiration or termination of this Agreement.

G. Entire Agreement; Changes and Modifications. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents, and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed, and delivered by Cox and the City.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as provided below:


City:

Cox:

The City of Springdale, Arkansas

Cox Advanced Services Arkansas, LLC

By: _____

By:  _____

Print Name: _____

Print Name: Bill Smith

Title: _____

Title: Planner 1

Date: _____

Date: _____

EXHIBIT A

Description of Coax Facilities

SCOPE

Cox will:

Replace (0.14) aerial miles of coax CNA and (0.16) underground miles of coax CNU

COSTS

Cost of this project includes CNA \$7,652.56, CNU \$12,316.84 which brings the total for the project to \$19,969.40 of which \$18,056.29 will be reimbursable.

Twelve (12) of the existing Sixteen (16) poles are outside of the ROW which brings the total for CNA to \$7,652.56 x 75% equals \$5,739.45 reimbursable and 686' of the New underground coax for CNU to \$12,316.84 x 100% are outside of the ROW totaling \$12,316.84 reimbursable. total reimbursement equals \$18,056.39 to be Borne by the city of Springdale. No arbitrary charges have been included in these cost. Construction shall begin within thirty (30) days after all adjustments by the power company has been completed and completion is anticipated within sixty (60) to ninety (90) days thereafter.

GENERAL LOCATION DESCRIPTION

This project will consist of replacing aerial coax and new underground coax along the utility easement and right of way for the Sunset Extension and Powell St.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRINGDALE ARKANSAS, COMMITTING LOCAL MATCH FUNDING AND SUPPORTING THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION'S APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION TRANSIT-ORIENTED DEVELOPMENT PLANNING FUNDS FOR THE HIGHWAY 71B CORRIDOR

WHEREAS, the City of Springdale is a member of the Northwest Arkansas Regional Planning Commission (NWARPC), the designated metropolitan planning organization for the region; and

WHEREAS, Highway 71B is a critical north–south corridor serving multiple municipalities in Northwest Arkansas, connecting major employment centers, educational institutions, neighborhoods, and commercial areas; and

WHEREAS, the Northwest Arkansas Regional Planning Commission and its member cities have identified the Highway 71B corridor as a priority for coordinated transportation and land use planning to support regional growth and mobility; and

WHEREAS, the Northwest Arkansas Comprehensive Safety Action Plan (**Exhibit A**) identifies portions of the Highway 71B corridor as part of the regional High Injury Network, indicating a need for enhanced safety, access, and multimodal transportation solutions; and

WHEREAS, the NWARPC Transit Alternatives Study identified Bus Rapid Transit (BRT) along the Highway 71B corridor was identified as the region's preferred high-capacity transit alternative (**Exhibit B**); and

WHEREAS, the Federal Transit Administration's Pilot Program for Transit-Oriented Development Planning provides funding for comprehensive planning efforts that integrate land use and transportation planning, including station area planning, multimodal connectivity, and implementation strategies associated with fixed guideway transit projects such as BRT (**Exhibit C**); and

WHEREAS, funding under this program requires a local match of at least twenty percent (20%) of total eligible project costs; and

WHEREAS, the NWARPC is preparing an application for this program to advance a regional transit-oriented development planning effort along the Highway 71B corridor in coordination with partner cities (**Exhibit D**); and

WHEREAS, participation in this effort will support the City of Springdale in advancing coordinated land use strategies, improving multimodal access, and positioning the community for future transportation and economic development opportunities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Springdale, Arkansas:

Section 1. Commitment of Local Match

The City of Springdale hereby commits up to Fifty Thousand Dollars (\$50,000) to be included in the 2027 Engineering Budget to serve as match for the Northwest Arkansas Regional Planning Commission’s application to the Federal Transit Administration’s Transit-Oriented Development Planning Program.

Section 2. Support of Grant Application

The City of Springdale hereby expresses its support for the NWARPC’s application for Transit-Oriented Development Planning funds and agrees to participate as a partner in the proposed planning effort.

Section 3. Authorization

The Mayor and City Clerk is hereby authorized to take all necessary actions to carry out the intent of this resolution, including the execution of any agreements required to implement the commitment described herein.

PASSED AND APPROVED this ___ day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garett Harlan, City Attorney

Exhibit A

High Injury Network Map

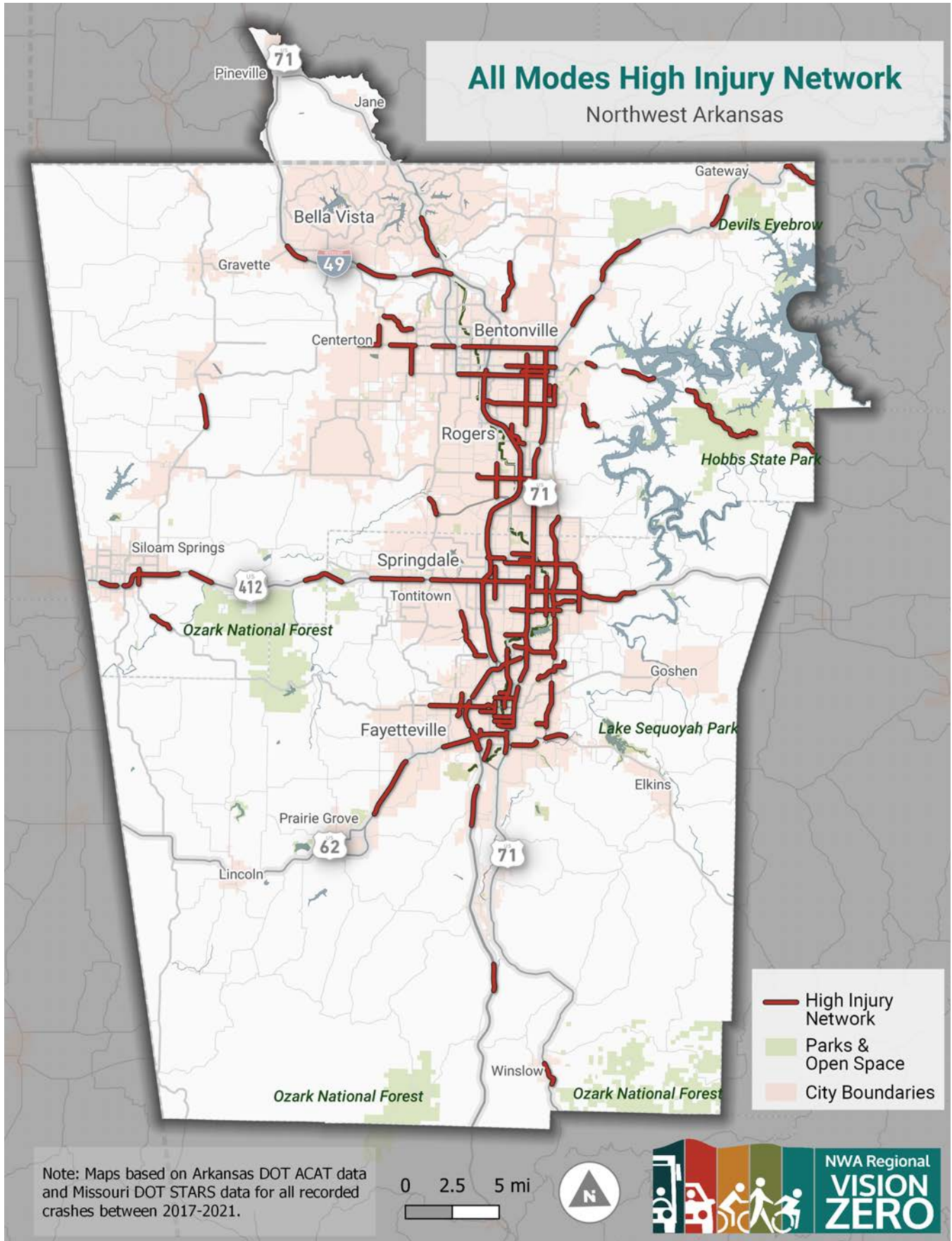


Exhibit B

NWARPC RESOLUTION 2026-04

A RESOLUTION ADOPTING THE TRANSIT ALTERNATIVES STUDY (TAS) AND APPROVING THE REGIONALLY PREFERRED HIGH-CAPACITY TRANSIT ALTERNATIVE OF BUS RAPID TRANSIT (BRT)

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC), as the designated Metropolitan Planning Organization (MPO) for the Fayetteville-Springdale-Rogers, AR-MO urban area, is responsible for carrying out a continuing, cooperative, and comprehensive transportation planning process for the region; and

WHEREAS, in 2014 NWARPC completed and accepted a Transportation Alternatives Analysis (TAA) which evaluated high-capacity transit options and determined at that time that such alternatives were not financially feasible based on ridership projections, capital costs, and federal funding thresholds; and

WHEREAS, the Northwest Arkansas region has experienced significant population, employment, and economic growth, resulting in increased transportation demand and evolving mobility needs; and

WHEREAS, Forward 2050, the region's long-range transportation plan, emphasizes strategic investments and innovative solutions to improve system connectivity, expand multimodal options, enhance safety, and keep pace with regional growth, reflecting community priorities for expanded transit, safer streets, and accessible transportation choices; and

WHEREAS, NWARPC, in coordination with local jurisdictions, regional stakeholders, transit providers, and the public, has completed a consultant-led Transit Alternatives Study (TAS) to reassess high-capacity transit options using updated data, travel demand models, growth forecasts, cost estimates, and funding considerations; and

WHEREAS, the Transit Alternatives Study assessed multiple transit modes and alignments based on performance measures including mobility benefits, cost effectiveness, socioeconomic benefits, environmental considerations, congestion benefits, and land use benefits; and

WHEREAS, the Transit Alternatives Study advances regional investment priorities by supporting a safe, connected, and efficient multimodal network that expands high-capacity transit and transportation choice, improves access to jobs and services, enhances quality of life and economic competitiveness, and positions Northwest Arkansas to compete for state and federal funding; and

WHEREAS, the Transit Alternatives Study identifies a feasible and strategic path forward for the region and recommends Bus Rapid Transit (BRT) as the Regionally Preferred Alternative for advancement into further project development and potential implementation.

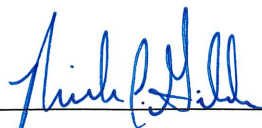
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION/POLICY COMMITTEE:

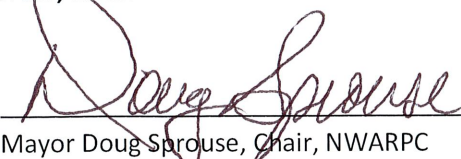
SECTION 1. That the Transit Alternatives Study is hereby adopted.

SECTION 2. That Bus Rapid Transit (BRT) is hereby approved as the Regionally Preferred Alternative for advancement into subsequent planning and project development activities, subject to availability of funding and required approvals.

PASSED AND APPROVED BY THIS 25TH DAY OF FEBRUARY, 2026.

ATTEST:





Mayor Doug Sprouse, Chair, NWARPC

aspects of how the collection captures and presents information but full system integration is a larger project.

11. Reporting cadence and public reporting of complaints.

Public comment: Requests for regular (monthly/quarterly) complaints reports and for complaint data to be paired with proposed FAA actions.

FAA response: FAA reports ANCIIR complaint information regularly (quarterly and annual roll-ups) but notes ANCIIR itself is not an operational analysis platform that automatically yields proposed operational actions; complaint data can inform outreach and identification of recurring topics.

12. Broad allegations about FAA capture, NextGen, and enforcement failures.

Public comment: Some submissions allege FAA misconduct, industry capture, or that modernization programs (NextGen/MOSAIC) created harms.

FAA response: The FAA treats such broad operational/policy allegations as outside the scope of this PRA notice (which focuses on the information collection); specific safety or enforcement concerns should be pursued through appropriate FAA safety, oversight, or policy channels.

Respondents: 45,000.

Frequency: As needed.

Estimated Average Burden per Response: 15 minutes.

Estimated Total Annual Burden: 11,250 hours.

Issued in Des Plaines, IL.

Nitin Rao,

Manager, National Engagement Strategy and Policy Division, ARA-200.

[FR Doc. 2026-09236 Filed 5-8-26; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket No. FAA-2026-3172]

Agency Information Collection Activities: Requests for Comments; Clearance of a New Approval of Information Collection: Federal Aviation Administration (FAA) Surface Weather Status Dashboard

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice and request for comments.

SUMMARY: In accordance with the Paperwork Reduction Act of 1995, the FAA invites public comments on our intention to request the Office of Management and Budget (OMB) approval for a new information

collection. The collection involves voluntarily reporting when National Airspace System (NAS) surface weather systems (AWOS and ASOS) experience operational issues, such as erroneous data or full outages. The information to be collected will be used to verify and track these errors and outages, and publish the status onto the FAA's Surface Weather Status Dashboard for user awareness.

DATES: Written comments should be submitted by July 10, 2026.

ADDRESSES: Please send written comments:

By Electronic Docket:
www.regulations.gov (Enter docket number into search field)

By mail: Reza Moradi, 800 Independence Ave. SW, 7E-612, Washington, DC 20591

By fax: (405) 954-8351

FOR FURTHER INFORMATION CONTACT: Joel Siegel by email at joel.m.siegel@faa.gov; phone: 405-954-4341

SUPPLEMENTARY INFORMATION:

Public Comments Invited: You are asked to comment on any aspect of this information collection, including (a) Whether the proposed collection of information is necessary for FAA's performance; (b) the accuracy of the estimated burden; (c) ways for FAA to enhance the quality, utility and clarity of the information collection; and (d) ways that the burden could be minimized without reducing the quality of the collected information. The agency will summarize and/or include your comments in the request for OMB's clearance of this information collection.

OMB Control Number: 2120-XXXX.

Title: Federal Aviation Administration (FAA) Surface Weather Status Dashboard.

Form Numbers: Report a Problem Webform.

Type of Review: New Information Collection.

Background: The FAA's Air Traffic Organization plans to host the Congressionally mandated Surface Weather Status Dashboard as part of the existing FAA Weather Cameras website. As part of this dashboard, the FAA plans to offer the ability for National Airspace System (NAS) users (e.g., pilots, meteorologists, members of the public) to voluntarily submit information regarding any safety issues (e.g., outages, erroneous data) with surface weather stations.

It is anticipated that the information collected will be used after verification to create reports that will trigger trouble tickets within the FAA's Remote Monitoring and Logging System (RMLS) for corrective action to be taken by the

responsible parties, such as technicians within the FAA, NOAA, and non-federal entities. Once the trouble ticket is logged, the FAA's Aviation Weather Cameras website will capture and display the real-time service status of all automated surface observation systems/automated weather observing systems within 30 minutes.

As the information collected will be system site specific, the FAA may use the information collected from this form to update future policy decisions regarding surface weather infrastructure, for approvals and audits. FAA's NAS Security and Enterprise Operations (NASEO) will retain control over the information collected and safeguard it from improper access, modification, and destruction, consistent with FAA standards for confidentiality, privacy, and electronic information.

Respondents: Anyone may use the publicly available webform via the FAA Aviation Weather Cameras website. There is no limit on the number of responses.

Frequency: N/A.

Estimated Average Burden per Response: 1 minute.

Estimated Total Annual Burden: Respondents may submit webforms for multiple sites with issues. The annual burden per respondent per submission is one minute. Estimate around 1,825 responses per year equating to 1,825 minutes of total burden to the public per year.

Issued in Oklahoma City, OK, on March 10th, 2026.

Jeremy Traylor,

Manager, National Airway Systems Engineering Group, Weather Systems Team, AJW-141.

[FR Doc. 2026-09272 Filed 5-8-26; 8:45 am]

BILLING CODE 4910-13-P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2026 Competitive Funding Opportunity: Pilot Program for Transit-Oriented Development Planning

AGENCY: Federal Transit Administration (FTA), Department of Transportation (DOT).

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for \$28,492,618 million in competitive grants for the Fiscal Year (FY) 2026 Pilot Program for Transit-Oriented Development Planning.

DATES: Complete proposals must be submitted electronically through the [GRANTS.GOV](https://www.grants.gov) "APPLY" function by 11:59 p.m. Eastern time July 10, 2026.

FOR FURTHER INFORMATION CONTACT: Email April McLean-McCoy, Office of Planning and Environment, at april.mcleanmccoy@dot.gov. A TDD is available at 1-800-877-8339 (TDD/FIRS).

SUPPLEMENTARY INFORMATION: The full text of the Notice of Funding Opportunity (NOFO) can be found on FTA's website at <https://www.transit.dot.gov/funding/grants/notices> and in the "SEARCH" module of [GRANTS.GOV](https://www.grants.gov) under Funding Opportunity ID FTA-2026-003-TPE-TODP or Assistance Listing Number 20.541. Mail and fax submissions will not be accepted.

Jamie Pfister,
Acting Executive Director.

[FR Doc. 2026-09309 Filed 5-8-26; 8:45 am]

BILLING CODE 4910-57-P

DEPARTMENT OF TRANSPORTATION

Pipeline and Hazardous Materials Safety Administration

[Docket No. PHMSA-2026-0959]

Pipeline Safety: Request for Special Permit; Argent LNG, LLC

AGENCY: Pipeline and Hazardous Materials Safety Administration (PHMSA); Department of Transportation (DOT).

ACTION: Notice.

SUMMARY: PHMSA is publishing this notice to solicit public comments on a request for a special permit for the proposed Argent LNG Project (Project) submitted by Argent LNG, LLC (Argent LNG). Argent LNG is seeking relief from compliance with certain requirements in the Federal pipeline safety regulations. PHMSA has proposed conditions to ensure that the special permit is consistent with pipeline safety. At the conclusion of the 30-day comment period, PHMSA will review the comments received from this notice as part of its evaluation to grant or deny the special permit request.

DATES: Submit any comments regarding this special permit request by June 10, 2026.

ADDRESSES: Comments should reference the docket number for this special permit request and may be submitted in the following ways:

- *E-Gov Website:* <http://www.regulations.gov>. This site allows

the public to enter comments on any Federal Register Notice issued by any agency.

- *Fax:* 1-202-493-2251.
- *Mail:* Docket Management System: U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue SE, Washington, DC 20590.
- *Hand Delivery:* Docket Management System: U.S. Department of Transportation, Docket Operations, M-30, West Building Ground Floor, Room W12-140, 1200 New Jersey Avenue SE, Washington, DC 20590, between 9:00 a.m. and 5:00 p.m., Monday through Friday, except Federal holidays.

Instructions: You should identify the docket number for the special permit request you are commenting on at the beginning of your comments. If you submit your comments by mail, please submit two copies. To receive confirmation that PHMSA has received your comments, please include a self-addressed stamped postcard. Internet users may submit comments at <http://www.regulations.gov>.

Note: There is a privacy statement published on <http://www.regulations.gov>. Comments, including any personal information provided, are posted without changes or edits to <http://www.regulations.gov>.

Confidential Business Information: Confidential Business Information (CBI) is commercial or financial information that is treated both customarily and actually as private by its owner. Under the Freedom of Information Act (FOIA) (5 United States Code § 552), CBI is exempt from public disclosure. If your comments responsive to this notice contain commercial or financial information that customarily is treated as private, that you treat as private, and that is relevant or responsive to this notice, it is important that you designate clearly the submitted comments as CBI. Pursuant to 49 Code of Federal Regulations (CFR) § 190.343, you may ask PHMSA to give confidential treatment to information you give to the Agency by taking the following steps: (1) mark each page of the original document submission containing CBI as "Confidential"; (2) send PHMSA, along with the original document, a second copy of the original document with the CBI deleted; and (3) explain why the information you are submitting is CBI. Unless you are notified otherwise, PHMSA will treat such marked submissions as confidential under the FOIA, and they will not be placed in the public docket of this notice. Submissions containing CBI should be

sent to Lee Cooper, U.S. Department of Transportation, PHMSA-PHP-80, 1200 New Jersey Avenue SE, Washington, DC 20590-0001. Any commentary PHMSA receives that is not specifically designated as CBI will be placed in the public docket for this matter.

FOR FURTHER INFORMATION CONTACT:

General: Lee Cooper by phone at 202-913-3171 or by email at lee.cooper@dot.gov.

Technical: Katherine Roth by phone at 470-372-8042 or by email at katherine.roth@dot.gov.

SUPPLEMENTARY INFORMATION: PHMSA received a special permit request from Argent LNG on March 9, 2026, seeking to waive certain requirements in the Federal pipeline safety regulations that would otherwise apply to the design, construction, and testing of proposed LNG storage tanks in Lafourche Parish, Louisiana.

Argent LNG is proposing to construct and operate gas treatment, liquefaction, LNG storage, and marine facilities (collectively known as the Argent LNG Project or the Project) for the purpose of liquefying domestic natural gas for export to foreign markets. The proposed membrane tanks, to be used for LNG storage, will have a nominal working volume of 220,000 cubic meters or 1,383,756 barrels. Argent LNG seeks to waive the requirements of 49 CFR 193.2101(a), 193.2301, and 193.2303, which incorporate by reference the 2001 edition of National Fire Protection Association (NFPA) 59A, "Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LNG)," for the design, construction, and testing of LNG facilities, including the design of LNG storage tanks. Argent LNG is applying for a special permit to authorize the design, construction, and testing of membrane containment tank systems (membrane tanks) in accordance with the 2026 edition of NFPA 59A, which is not incorporated by reference in 49 CFR part 193.

The special permit request and the proposed special permit conditions for Argent LNG's request are available for review and public comment in Docket No. PHMSA-2026-0959. PHMSA invites interested persons to review and submit comments in the docket on the special permit request and the proposed special permit conditions. Please submit comments on any potential safety, environmental, or other relevant considerations implicated by the special permit request. Comments may include relevant data.

Before issuing a decision on the special permit request, PHMSA will evaluate all comments received on or

Exhibit D

RESOLUTION 2026-12

AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR A FY 2026 TRANSIT-ORIENTED DEVELOPMENT (TOD) PLANNING GRANT

WHEREAS, the U.S. Department of Transportation (USDOT) and Federal Transit Administration (FTA) administer the Transit-Oriented Development (TOD) Planning Program, and the FY 2026 Notice of Funding Opportunity (NOFO) provides competitive funding to support coordinated land use and transportation planning that maximizes the benefits of planned or existing fixed-guideway transit investments; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) is the designated Metropolitan Planning Organization (MPO) and FTA designated recipient for the Fayetteville-Springdale-Rogers, AR-MO Urban Area and is an eligible applicant; and

WHEREAS, through Resolution 2026-04, the NWARPC Board adopted the Transit Alternatives Study (TAS) and approved Bus Rapid Transit (BRT) as the regionally preferred high-capacity transit alternative; and

WHEREAS, the TAS identified the need for coordinated land use, housing, and multimodal access planning along future BRT corridors to ensure that high-capacity transit investments are supported by compact, connected, and equitable development patterns; and

WHEREAS, NWARPC, in collaboration with regional transit partners and member jurisdictions, seeks to undertake a coordinated TOD planning effort to support future high-capacity transit corridors, strengthen multimodal access, and advance equitable, compact, and connected development patterns consistent with the Forward 2050 Regional Transportation Plan; and

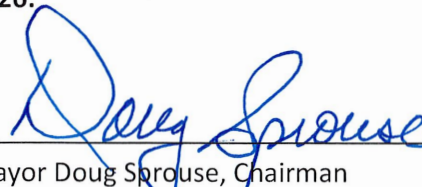
WHEREAS, NWARPC intends to apply for a FY 2026 TOD Planning Grant to fund consultant services, technical analysis, community engagement, and corridor-level planning necessary to prepare a comprehensive TOD strategy for priority transit corridors in Northwest Arkansas.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION:

SECTION 1. Authorization is hereby granted to file an application to the U.S. Department of Transportation for a FY 2026 Transit-Oriented Development Planning Grant to support coordinated land use and transportation planning for priority transit corridors in Northwest Arkansas.

SECTION 2. That the Director is hereby authorized to act on behalf of the Commission in matters concerning this project application, including subsequent administration of the grant should it be approved.

PASSED AND APPROVED THIS 27TH DAY OF MAY 2026.



Mayor Doug Sprouse, Chairman

Northwest Arkansas Regional Planning Commission

ATTEST:



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT WITH A&M RAILROAD FOR
CROSSING GATE AND SIGNAL IMPROVEMENTS
AT SUNSET AVENUE EXTENSION
PROJECT NO 23BPS6**

WHEREAS, The City of Springdale has begun the improvements to construct the Sunset Avenue Extension and Powell Street Improvements, and

WHEREAS, the railroad crossing requires signal arms, lights and signage to be installed within railroad right of way:

WHEREAS, the railroad requires their contractor to design and install these improvements;

WHEREAS, the railroad contractor has provided a design and construction estimate for the necessary improvements to be \$393,520.61;

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 an agreement with A&M Railroad for crossing improvements related to the Sunset Ave Extension Project (23BPS6) for a not to exceed cost of \$393,520.61 to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of June, 2026.

Doug Sprouse, Mayor

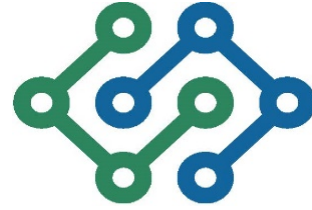
ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garett Harlan, City Attorney

Arkansas & Missouri Railroad
W. Sunset Ave
Riotech Project Estimate



| ENGINEERING | | |
|--|-------------------|------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| DIAGNOSTIC TECHNICIAN | 8 | HR |
| CADD TECHNICIAN | 40 | HR |
| SIGNAL ENGINEER - CHECK | 0 | HR |
| SIGNAL ENGINEER - PREEMPTION | 0 | HR |
| SIGNAL ENGINEER - SEAL (IF APPLICABLE) | 0 | HR |
| ENGINEERING TOTAL | \$8,586.28 | |

| PROJECT MANAGEMENT | | |
|------------------------------------|--------------------|------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| PROJECT MANAGER - SIGNAL | 32 | HR |
| SR. PROJECT MANAGER - SIGNAL | 0 | HR |
| SR. PROJECT MANAGER - ENGINEERING | 0 | HR |
| PROJECT MANAGER - MAINTENANCE | 0 | HR |
| PURCHASING MANAGER | 40 | HR |
| ACCOUNTING | 24 | HR |
| ADMINISTRATIVE ASSISTANT - SUPPORT | 0 | HR |
| PROJECT MANAGEMENT TOTAL | \$14,135.49 | |

| EAF LABOR | | |
|-----------------------------------|--------------------|------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| EAF SUPERVISOR | 16 | HR |
| LEAD WIREMAN | 56 | HR |
| WIREMAN | 40 | HR |
| APPLICATION PROGRAMMING | 4 | HR |
| TEST | 8 | HR |
| ADMINISTRATIVE - DOCUMENTS/PRINTS | 2 | HR |
| QA/QC | 4 | HR |
| EAF LABOR TOTAL | \$16,893.27 | |

| CONSTRUCTION LABOR | | |
|---------------------------|--|--|
|---------------------------|--|--|

| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
|---------------------------------|------------|--------------------|
| MANAGER OF FIELD SVCS | 4 | HR |
| CONSTRUCTION SUPERVISOR | 40 | HR |
| CREW FOREMAN | 80 | HR |
| SR CREWMAN | 80 | HR |
| CREWMAN | 160 | HR |
| CONSTRUCTION LABOR TOTAL | | \$43,752.48 |

| CONSTRUCTION LABOR EXPENSES | | |
|--|------------|--------------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| DIAGNOSTIC EXPENSES | 1 | EA |
| MANAGER EXPENSES | 2 | EA |
| CREW MEALS | 35 | EA |
| CREW LODGING | 35 | EA |
| MOBILIZATION | 0 | EA |
| CONSTRUCTION LABOR EXPENSES TOTAL | | \$14,195.40 |

| CONSTRUCTION EQUIPMENT | | |
|--|------------|--------------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| TRUCK, 1-TON CREW CAB | 80 | HR |
| TRAILER, UTILITY | 80 | HR |
| TRUCK, 3/4-TON - SUPERVISOR/MANAGER | 40 | HR |
| RENTAL EQUIPMENT (FORKLIFT - 8K) | 1 | WK |
| RENTAL EQUIPMENT (BACKHOE W/18" BKT) | 1 | WK |
| RENTAL EQUIPMENT (MINI EX W/18" BKT) | 0 | WK |
| RENTAL EQUIPMENT (VIBRATORY RAMMER/TAMPER) | 0 | WK |
| EQUIPMENT DELIVERY/PICKUP | 4 | LS |
| DIESEL FUEL SURCHARGE | 20 | GAL |
| CONSTRUCTION EQUIPMENT TOTAL | | \$15,387.20 |

| MATERIAL | | |
|--|------------|---------------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| BUNGALOW MATERIAL | 1 | LS |
| FIELD MATERIAL | 1 | LS |
| MATERIAL INBOUND FREIGHT | 1 | LS |
| FILL DIRT | 17 | TN |
| COVER ROCK (3/4" CRUSHED - WHITE) | 17 | TN |
| CONCRETE (CANTILEVERS) - IF APPLICABLE | 0 | YD |
| PALLET CHARGE - GATES | 3 | EA |
| MATERIAL TOTAL | | \$252,545.49 |

| <i>SUBCONTRACTOR</i> | | |
|---|-------------------|---------------------------|
| <i>DESCRIPTION</i> | <i>QTY</i> | <i>UOM</i> |
| SUBCONTRACTOR SVC - CONTAINER DELIVERY | 1 | LS |
| SUBCONTRACTOR SVC - CONTAINER PICKUP | 1 | LS |
| SUBCONTRACTOR SVC - HORIZONTAL BORING (4" HDPE) | 150 | FT |
| SUBCONTRACTOR SVC - METER POLE (PERMITS & INSTALL) | 1 | LS |
| SUBCONTRACTOR SVC - TRAFFIC CONTROL | 0 | LS |
| SUBCONTRACTOR SVC - ROLLOFF DUMPSTER | 0 | LS |
| SUBCONTRACTOR SVC - PORT-A-POTTY | 1 | LS |
| <i>SUBCONTRACTOR TOTAL</i> | | <i>\$28,025.00</i> |

TOTAL PROJECT ESTIMATE \$393,520.61

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT
FOR MEADOW AVE IMPROVEMENTS**

WHEREAS, The City of Springdale contracted with McClelland Engineers for the design of the Meadow Ave project from Shiloh St to Commercial St; and

WHEREAS, the scope assumed that the existing storm sewer system was adequate and extensive grading would not be required; and,

WHEREAS, Additional professional services are needed in the design phase, including storm sewer design, 3D elevation modelling and Hydrovac services to determine underground conflicts,

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

Section 1. The Mayor and City Clerk are authorized to execute a contract amendment with McClelland Engineers in the amount of \$112,250 for Meadow Ave Improvements to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders up to 10% of the original agreement price.

PASSED AND APPROVED this ____ day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garett Harlan, City Attorney

AMENDMENT TO AGREEMENT
CITY OF SPRINGDALE
MEADOW AVENUE SAFE STREET PROJECT

Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 12th, 2023
- b. Owner: City of Springdale
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Meadow Avenue Safe Street

2. *Description of Modifications:*

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

- a. Revise ATTACHMENT 'A', SCOPE OF SERVICES & FEE, as attached.

3. *Agreement Summary (Reference only)*

| | | |
|-------------------------------------|----|------------|
| a. Original Agreement amount: | \$ | 391,600.00 |
| b. Net change for prior amendments: | \$ | 0.00 |
| c. This amendment amount: | \$ | 112,250.00 |
| d. Adjusted Agreement amount: | \$ | 503,850.00 |

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2026.


OWNER:

ENGINEER:


City of Springdale

McClelland Consulting Engineers, Inc

By: _____
Mayor Doug Sprouse

By: 
Kevin Beaumont, Engineering Director,
Central Region

Date Signed:

Date Signed: Kevin Beaumont  Date: 2026.06.10
16:55:29-05'00'
06.10.2026

ATTACHMENT 'A'

Amendment No. 1

SCOPE OF SERVICES & FEE

**CITY OF SPRINGDALE
MEADOW AVENUE SAFE STREET PROJECT**

This Amendment amends the Short Form of Agreement between Owner and Engineer for Professional Services executed on the 12th day of September, 2023 (the "Agreement"), between **McClelland Consulting Engineers, Inc.**, hereinafter referred to as the ENGINEER and the **City of Springdale, Arkansas**, hereinafter referred to as the OWNER on this the ___ day of _____, 2026.

ARTICLE 1

The OWNER wishes the ENGINEER to prepare plans, specifications and bid documents design services to the Owner for the Meadow Avenue Safe Street Project on the section of Meadow Ave. located between Hwy 71B/ Thompson and Commercial St., over a length of approximately 2,725 linear feet. Engineer shall perform or furnish the following Additional Services to the current project scope outlined in Attachment A.

As a result from increase in project scope from that originally proposed, the Engineer will provide storm drainage design, detailed a 3D grading model and hydrovac survey services.

The ENGINEER shall :

Project Design, Item C2.01.A.4.c.

1. Add design improvements to the storm drainage system deemed necessary by impacts to the existing system incidental to the proposed safe street improvements.
2. Add development of complex 3D grading model for project to facilitate highly accurate and detailed grading throughout & redesign to avoid street reconstruction.
3. Add non-destructive hydro-excavation investigative survey, design and management services to accurately determine the elevation of existing utilities. The Engineer will evaluate the investigation findings and determine impacts to the designed improvements.

ARTICLE 2

The compensation for services to be provided in Article 1 shall be as follows:

Project Design, Item C2.01.A.4.c.

Additional design. (Storm Drainage & 3D Grading Model)

- a. Engineering cost of \$60,000.00

Additional survey, design & management. (Hydrovac-Excavation Survey)

- a. Engineering cost of \$12,250.00

Reimbursable Expenses

Reimbursable expenses shall include, but are not limited to:

- Hydrovac exploration - \$40,000.00

Estimated reimbursable expenses: **\$40,000**

Summary of Amended Professional Services

| Task No. | Description | Estimated Fees |
|----------------|---|---------------------|
| C2.01.A | Engineering Design Services | |
| | 4.C.1 Storm Drainage & 3D Grading Model | \$60,000.00 |
| | 4.C.2 Hydrovac-Excavation Survey, Design & Management | \$12,250.00 |
| | Design Task | \$72,250.00 |
| | | |
| | Reimbursable Expenses | |
| | Hydrovac Exploration | \$40,000.00 |
| | | |
| | Total Amended Professional Service Fees | \$112,250.00 |

Total Compensation

The total additional cost of professional services identified above, **including reimbursable expenses**, shall **not exceed \$112,250.00** without prior written authorization.

Payment Terms

- Invoices shall be submitted monthly and shall reflect services performed during the billing period.
- Compensation for per-parcel services may be invoiced as work progresses, including valuation, negotiation, and completion of acquisition documentation.
- Invoicing may include partial payments for parcels where substantial progress has been achieved.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM ETHAN & MATTINGLY KING, FOR THE ALBRIGHT ROAD EXTENSION PROJECT, PROJECT NO. 23BPS12.

WHEREAS, the City of Springdale is in need of acquiring lands for the Albright Road Extension Project, Project No. 23BPS12 (Tract 6), said lands being owned by Ethan & Mattingly King, also known as Washington County Tax Parcel No. 815-39881-000, located at 4890 Butterfield Coach Rd., Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the Property, as determined by an appraisal, is \$101,200.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$118,097.25 to acquire the Property, said amount being based on the unique aspects of the Project and the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$16,897.25 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 4890 Butterfield Coach Rd. for the Albright Road Extension Project, Project No. 23BPS12, said lands being owned by Ethan & Mattingly King, for the total sum of \$118,097.25 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 23rd day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Garrett Harlan, CITY ATTORNEY

APPRAISAL REPORT

ON

THE ETHAN & MATTINGLY KING PROPERTY
(4.10± ACRES/178,422± SQUARE FEET);
LOCATED AT 4890 BUTTERFIELD COACH ROAD,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS
PROJECT #23BPS12

BY

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

FILE NO. 6870-6

AS OF

MARCH 2, 2026

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Rob Potts • Ann Julian*

March 6, 2026

Ryan Carr | Deputy Director of Engineering
City of Springdale
201 Spring Street, Springdale, AR 72764

RE: The Ethan & Mattingly King Property; Located at 4890 Butterfield Coach Road,
Springdale, Arkansas; Washington County

Dear Mr. Carr:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 26,437± square feet (SF) in right of way (ROW), and 9,844± SF in permanent utility and temporary construction easement (PUE) as of March 2, 2026; and, the market value of the Remainder Property after the acquisition of 26,437± square feet (SF) in ROW, and 9,844± SF in PUE are in place, also as of March 2, 2026.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of March 2, 2026, was as follows:

| | | |
|------------------------|---|------------------|
| Whole Property | = | \$865,000 |
| Remainder Property | = | <u>\$763,800</u> |
| Damage To Market Value | = | \$101,200 |

The preceding values reflect terms equivalent to cash to the owners and represent that for real property only.

The following Extraordinary Assumptions are utilized in this report:

1. Subject land sizes, Whole Property and Remainder Property, are approximately as indicated;
2. The area of acquisition is approximately as indicated;
3. The City of Springdale, at their expense, will put the land, agricultural fencing, and gravel drive located within the PUE back to as near original condition as possible;
4. The City of Springdale will relocate and reattach the agricultural fencing along the new north property line;
5. The City of Springdale will not adversely affect the water spicket in the southeast corner of the site;
6. The detached garage near the northwest corner of the site will not be adversely affected;
7. Subject and adjacent properties are in compliance with all applicable EPA regulations.

If any, or all, of these Extraordinary Assumptions prove to be untrue, one or all of the preceding value estimates could be influenced.

The reader is referred to additional Assumption and Limiting Conditions presented in the Addenda Section of this report.

A Hypothetical Condition of this appraisal is that the Albright Road Extension Project is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Albright Road Extension Project is not complete and in place as of March 2, 2026. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

Sincerely,



Shannon Reed Mueller, MAI, R/W-AC, CG2302
REED & ASSOCIATES, INC.



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 4890 Butterfield Coach Road, Springdale, Arkansas
Client: City of Springdale
Fee Owner: Ethan King and Mattingly King
Mailing Address: 4890 Butterfield Coach Road, Springdale, AR 72764

| | | | |
|--------------------|---------------------------|---|---------------------|
| Area Of The Whole: | 4.10± ACS, or 178,422± SF | Permanent Utility & Temporary Easement: | 0.23± AC, 9,844± SF |
|--------------------|---------------------------|---|---------------------|

Area Of Remainder: 3.49± ACS, or 151,985± SF

Area Of Acquisition: 0.61± AC, or 26,437± SF

HIGHEST AND BEST USE:

| | |
|--------------------|--|
| Whole Property | As Vacant –Low Density Residential Development As Improved-Continued Residential Use. |
| Remainder Property | As Vacant –Low Density Residential Development As Improved-Continued Residential Use. |

ACQUISITION COMPENSATION:

| | | | |
|--|----|---------|----------------|
| Before | | | |
| Land: 178,422± SF @ \$2.45/SF (Rounded) | \$ | 437,100 | |
| Improvements: Dwelling & Site Improvements | \$ | 427,900 | |
| Total: | | \$ | 865,000 |
| After | | | |
| Land: 151,985± SF @ \$2.41/SF (Rounded) | \$ | 366,300 | |
| Improvements: Dwelling & Site Improvements | \$ | 397,500 | |
| Total | | \$ | <u>763,800</u> |

| | | |
|--|----|----------------|
| FAIR MARKET VALUE OF ACQUISITION | \$ | 101,200 |
| Plus: TCE | \$ | N/A |
| Total Compensation as of: March 2, 2026 | \$ | <u>101,200</u> |

ALLOCATION OF COMPENSATION

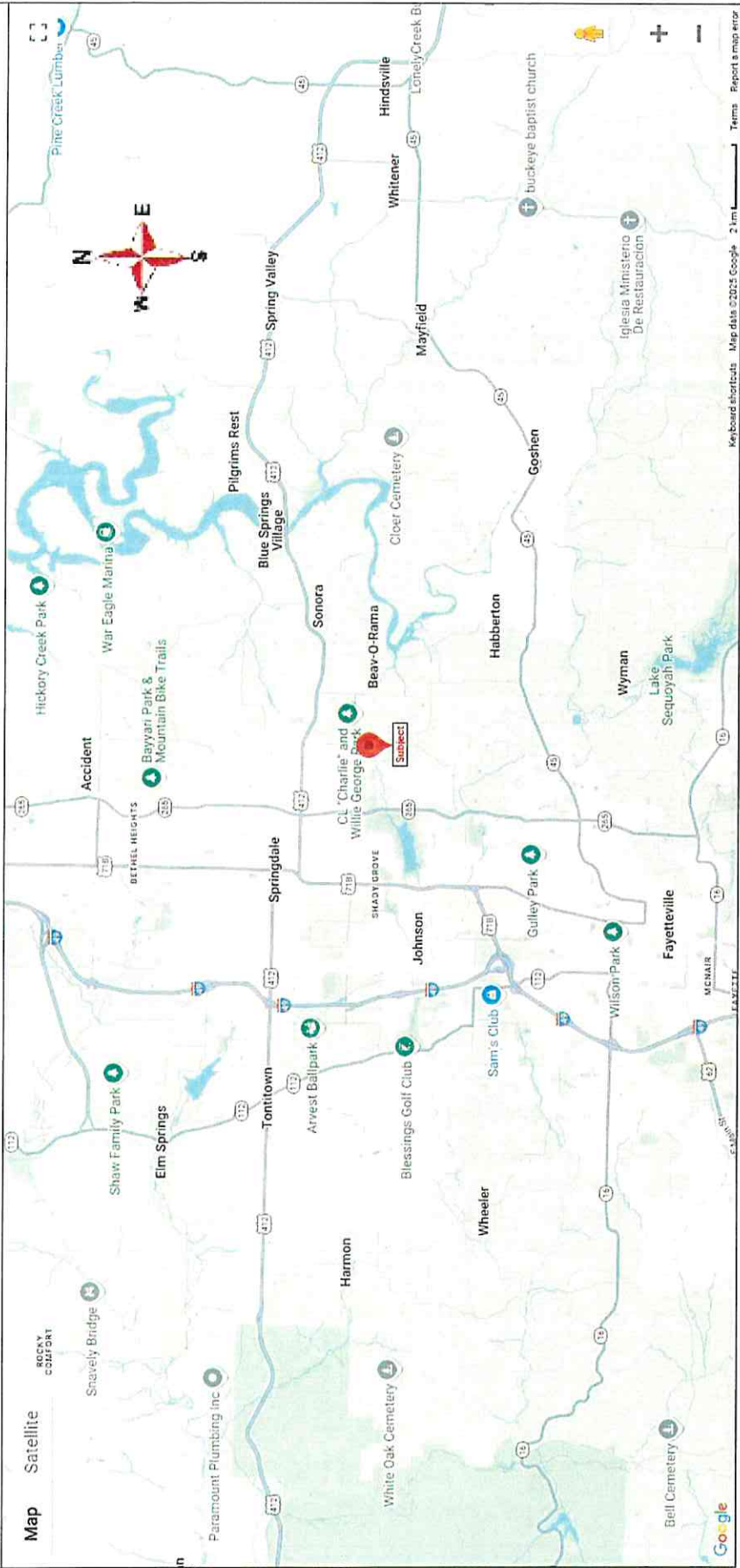
| | | |
|---|----|----------------|
| Land: 26,437± SF @ \$2.45/SF (RND) | \$ | 64,800 |
| Permanent Utility & Temporary Easement: 9,844± SF @ \$2.45/SF x 25% (RND) | \$ | 6,000 |
| Improvements: 15 Trees, 1 Large Bush, Gravel Drive, Agricultural Fencing | \$ | 20,300 |
| Temporary Construction Easement: Not Applicable | \$ | 0 |
| Damages: Dwelling | \$ | 10,100 |
| Cost to Cure Items: Not Applicable | \$ | 0 |
| Total Compensation: | \$ | <u>101,200</u> |

Shannon Reed Mueller

Shannon Reed Mueller, MAI, R/W-AC, CG2302
 Reed & Associates, Inc.



AREA MAP





VISION OWNERS STATION

HYLTON PLACE

POWER DR

JOHNSON, CORDIS W & MARY L

JOHNSON FAMILY TRUST

MY 3 INVESTMENT GROUP LLC

CULPEPPER, SAM REVOCABLE TRST

WADE, ROGER & ANNA TRUST

BRUNNER, SUE CAROL TRUST

WOMACK, JASON & BECK, KOURA GAYLE

TABA20 LLC

ARCHIE'S PLACE

CALDERON LANDSCAPING LLC

CALDERON LANDSCAPING LLC

METZNER, JEFFREY D & KATHARINE A

KING, LETHIAN, JOEL & MATTINGLY, FRANCES

MEHRHOIZ, JOINK TRUST

OLIVER, TERRY M & GECILIA A

LEZON, JONATHAN L & TONJAL

GRANAVA, BOBBY

WILSON, MICHAEL DALE & JUDY MARIE REVOCABLE LIVING

BENNIER, JOHN M & LINDA L JOINT LIVING TRUST

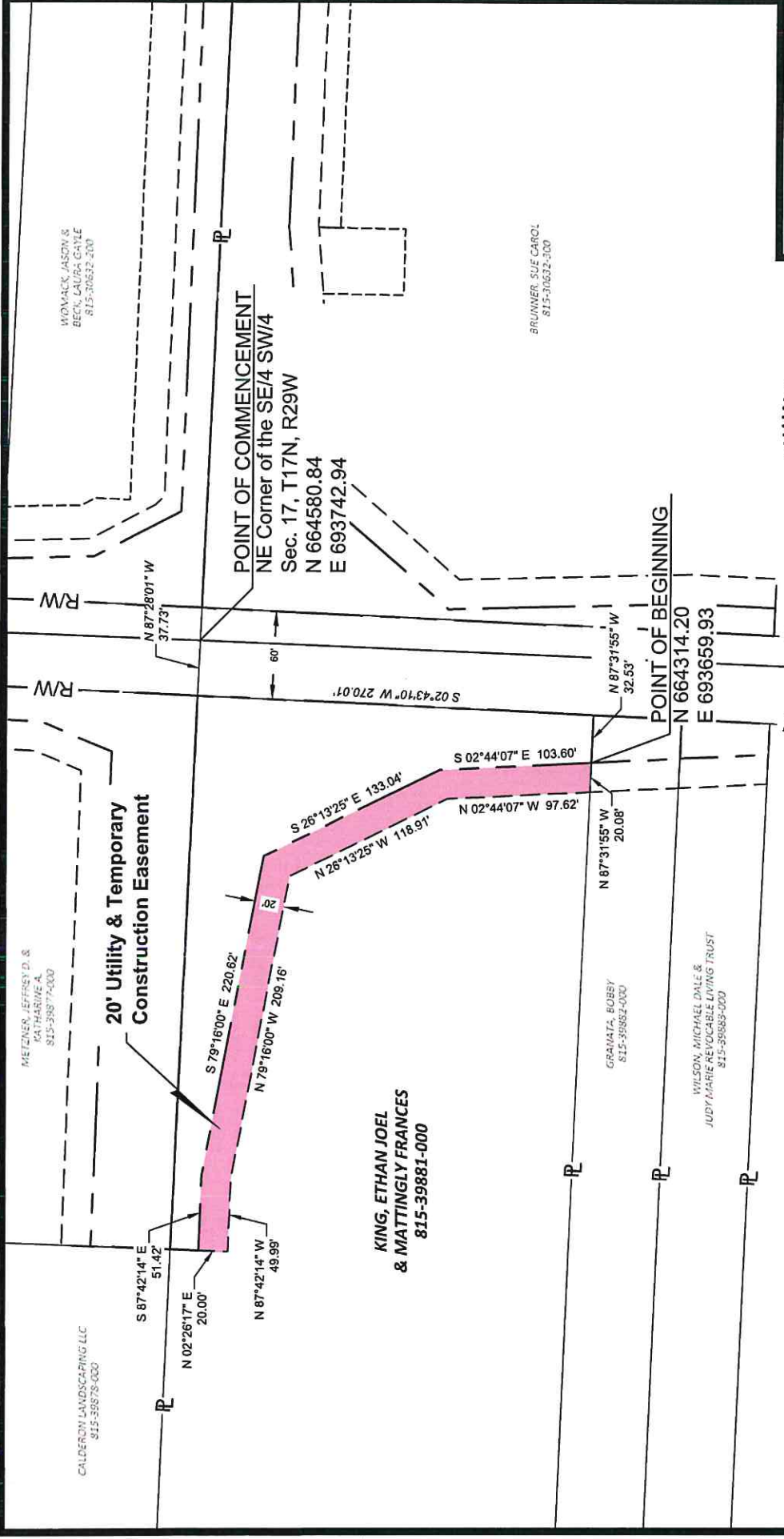
ZION PLACE

PANG, ROBERT R & MARGARET F

SON, IN J JR & ET JOINT REVOCABLE

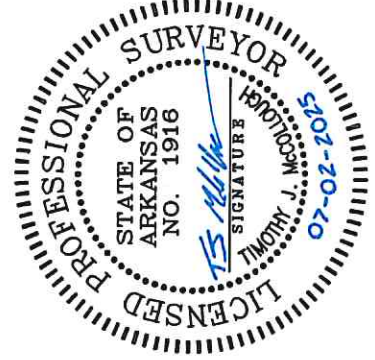
ITT, ON R

T, JR



HALFF ASSOCIATES, INC.
 5704 EUPER LN, STE. 200 - FORT SMITH, AR 72903
 479.452.1833 - HALFF.COM

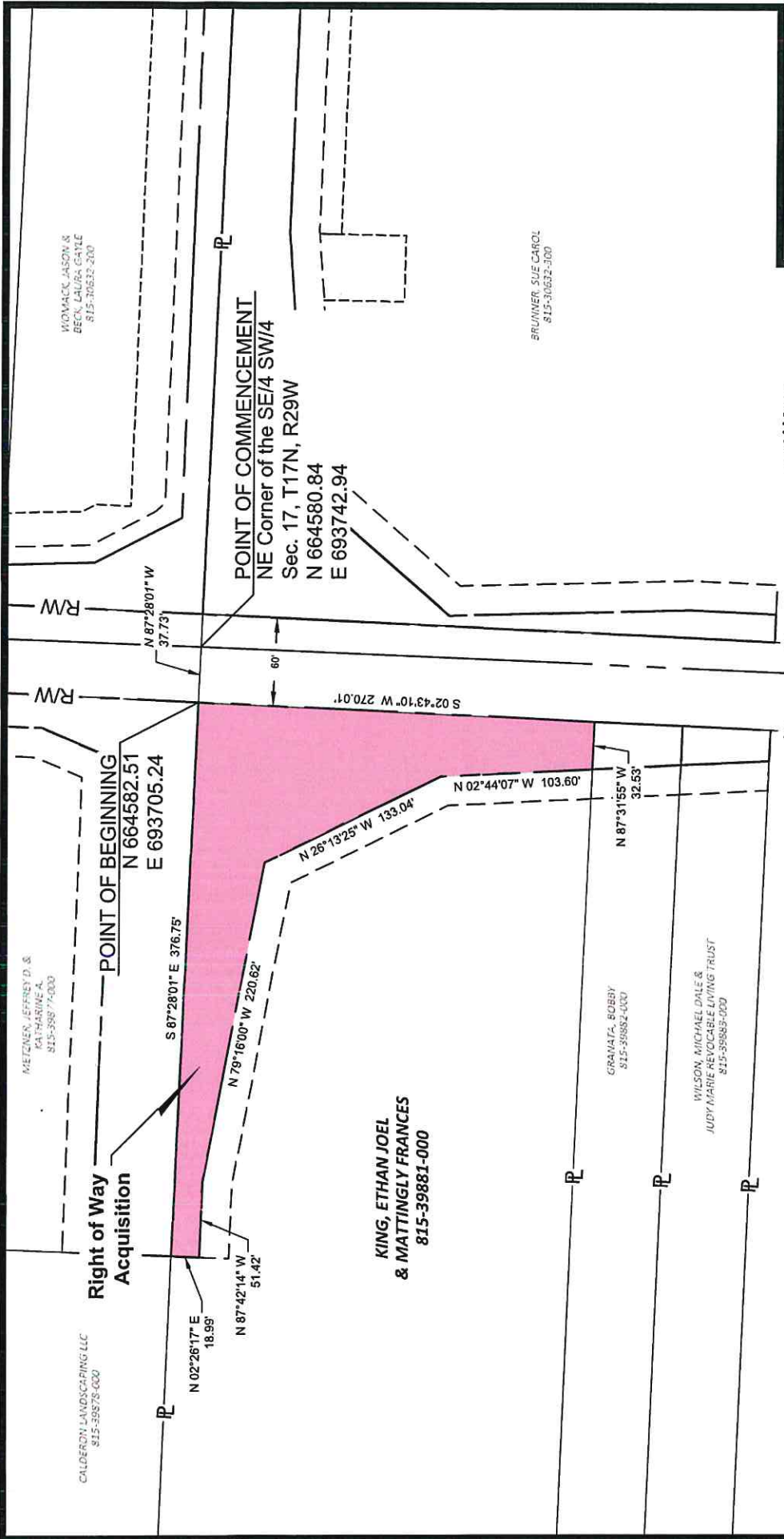
EXHIBIT "A"
UTILITY & TEMPORARY CONSTRUCTION EASEMENT
ALBRIGHT ROAD
KING, ETHAN JOEL & MATTINGLY FRANCES
PARCEL # 815-39881-000
 Springdale, Arkansas
 Sheet 1 of 1



NOT A SURVEY OR PLAT

 20' Utility & Temporary Construction Easement ±9,844 SF ±0.23 AC





HALFF ASSOCIATES, INC.
 8704 EUPLER LN, STE. 200 - FORT SMITH, AR 72003
 479-452-1833 - HALFF.COM

EXHIBIT "A"

RIGHT OF WAY ACQUISITION
 ALBRIGHT ROAD
 KING, ETHAN JOEL &
 MATTINGLY FRANCES
 PARCEL # 815-39881-000

Springdale, Arkansas
 Sheet 1 of 1

LICENSED PROFESSIONAL SURVEYOR
 STATE OF ARKANSAS
 NO. 1916
 SIGNATURE: TIMOTHY J. W.
 07-02-2025

NOT A SURVEY OR PLAT

GRAPHIC SCALE
 0' 50' 100'

RESOLUTION NO. _____

A RESOLUTION MAKING AN APPOINTMENT TO FILL A VACANCY IN THE OFFICE OF CITY COUNCIL MEMBER FOR WARD TWO, POSITION TWO, OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, a vacancy occurred in the position of City Council Member for Ward Two, Position Two, on June 9, 2026; and

WHEREAS, the position of City Council Member for Ward Two, Position Two, shall serve the remainder of the term ending December 31, 2028; and

WHEREAS, pursuant to A.C.A. § 14-42-103(a)(1), the Springdale City Council has voted to appoint a person to fill the vacancy and to serve the remainder of the unexpired term.

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

Section 1: That the Springdale City Council hereby appoints _____ to fill the vacancy in the office of Council Member for Ward Two, Position Two, for the City of Springdale, Arkansas, to serve the remainder of the term ending December 31, 2028.

PASSED AND APPROVED this 23rd day of June, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CLEMENTS & ASSOCIATES/ARCHITECTURE, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO THE RABBIT FOOT LODGE PHASE III RESTORATION/REHABILITATION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale desires to proceed with the Rabbit Foot Lodge, Phase III Restoration/Rehabilitation Project, located at 2711 Silent Grove Road, Springdale, Arkansas;

WHEREAS, the project includes interior rehabilitation and related improvements to the existing historic residence known as the Rabbit Foot Lodge;

WHEREAS, Clements & Associates/Architecture, Inc. has submitted AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, dated June 3, 2026, for professional architectural services related to the project;

WHEREAS, the agreement identifies the Owner's budget for the Cost of the Work as approximately Six Hundred Sixty-Four Thousand Eight Hundred Fifty-Four Dollars (\$664,854.00), based upon the Opinion of Probable Construction Cost dated May 7, 2026;

WHEREAS, the agreement provides that compensation for Basic Services shall be calculated on a percentage basis of eight percent (8.00%) of the Owner's budget for the Cost of the Work, resulting in a Basic Services fee of Fifty-Three Thousand One Hundred Eighty-Eight Dollars and Thirty-Two Cents (\$53,188.32); and

WHEREAS, the City Council finds that entering into the agreement for professional architectural services is necessary and appropriate for the completion of the project.

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

Section 1. The Mayor is hereby authorized to execute an agreement with Clements & Associates/Architecture, Inc. for professional architectural services related to the Rabbit Foot Lodge Phase III Restoration/Rehabilitation Project.

Section 2. The compensation for Basic Services under the agreement is authorized in the amount of Fifty-Three Thousand One Hundred Eighty-Eight Dollars and Thirty-Two Cents (\$53,188.32), calculated as eight percent (8.00%) of the Owner’s budget for the Cost of the Work. Any reimbursable expenses, supplemental services, or additional services shall be authorized only as permitted by the agreement and applicable City purchasing and approval requirements.

Section 3. The Mayor, City Clerk, and appropriate City officials are authorized to take all actions necessary to carry out the intent and purpose of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Garrett Harlan, City Attorney



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Second day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

City of Springdale
201 Spring Street
Springdale, AR 72764

and the Architect:
(Name, legal status, address and other information)

Clements & Associates/Architecture, Inc.
507 Main Street
North Little Rock, AR 72114

for the following Project:
(Name, location and detailed description)

Restoration/Rehabilitation of the Rabbit Foot Lodge, Phase III
2711 Silent Grove Road, Springdale, Arkansas

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project scope includes the interior rehabilitation of the original residence to accommodate commercial usage. The scope also includes minor exterior improvements. The initial cost estimate with schematic drawings and summary of the proposed improvements is attached to this document.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The scope includes interior rehabilitation and exterior improvements to the existing historic residence.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Approximately \$665,000.00, excluding asbestos related costs. A cost estimate prepared May 7, 2026 is attached.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined at a later date.

.2 Construction commencement date:

To be determined at a later date.

.3 Substantial Completion date or dates:

To be determined at a later date.

.4 Other milestone dates:

Unknown at this time.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bidding is preferred at this time.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Colby Fulfer, Chief of Staff, City of Springdale, Arkansas

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Unknown at this time.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Environmental Consultant to be determined at a later date.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Gary Clements, AIA

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not anticipated at this time.

.2 Mechanical Engineer:

a local consultant to be determined at a later date.

.3 Electrical Engineer:

a local consultant to be determined at a later date.

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on. Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$

1,000,000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, and if requested, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals - Not Anticipated

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the

amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

- 2 issue Certificates of Substantial Completion;
- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

| Supplemental Services | Responsibility <i>(Architect, Owner, or not provided)</i> |
|--|--|
| § 4.1.1.1 Programming | Not Provided |
| § 4.1.1.2 Multiple preliminary designs | Not Provided |
| § 4.1.1.3 Measured drawings | Architect |
| § 4.1.1.4 Existing facilities surveys | Not Provided |
| § 4.1.1.5 Site evaluation and planning | Not Provided |
| § 4.1.1.6 Building Information Model management responsibilities | Not Provided |
| § 4.1.1.7 Development of Building Information Models for post construction use | Not Provided |
| § 4.1.1.8 Civil engineering | Not Provided |
| § 4.1.1.9 Landscape design | Not Provided |
| § 4.1.1.10 Architectural interior design | Not Provided |
| § 4.1.1.11 Value analysis | Not Provided |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 | Not Provided |
| § 4.1.1.13 On-site project representation | Not Provided |
| § 4.1.1.14 Conformed documents for construction | Not Provided |

| | | |
|------------|--|--------------|
| § 4.1.1.15 | As-designed record drawings | Not Provided |
| § 4.1.1.16 | As-constructed record drawings | Not Provided |
| § 4.1.1.17 | Post-occupancy evaluation | Not Provided |
| § 4.1.1.18 | Facility support services | Not Provided |
| § 4.1.1.19 | Tenant-related services | Not Provided |
| § 4.1.1.20 | Architect's coordination of the Owner's consultants | Not Provided |
| § 4.1.1.21 | Telecommunications/data design | Not Provided |
| § 4.1.1.22 | Security evaluation and planning | Not Provided |
| § 4.1.1.23 | Commissioning | Not Provided |
| § 4.1.1.24 | Sustainable Project Services pursuant to Section 4.1.3 | Not Provided |
| § 4.1.1.25 | Fast-track design services | Not Provided |
| § 4.1.1.26 | Multiple bid packages | Not Provided |
| § 4.1.1.27 | Historic preservation | Architect |
| § 4.1.1.28 | Furniture, furnishings, and equipment design | Not Provided |
| § 4.1.1.29 | Other services provided by specialty Consultants | Not Provided |
| § 4.1.1.30 | Other Supplemental Services | Not Provided |

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

The existing facility shall be measured and existing plans and details shall be produced and compensated as a basic service. The architect shall provide historic preservation services as required.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None are required, however the Owner shall retain an Environmental Consultant for testing and related services.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or

- editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Five (5) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A

request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Refer to Section 9.6. Costs incurred to the date of notification only.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Negotiable, if required.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal

Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

2 Percentage Basis
(Insert percentage value)

Eight (8.00) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Unless otherwise negotiated, Additional Services shall be compensated at hourly rates as per 11.7.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | |
|------------------------------|---------------------------------|
| Schematic Design Phase | Fifteen percent (15.00 %) |
| Design Development Phase | Twenty percent (20.00 %) |
| Construction Documents Phase | Forty percent (40.00 %) |
| Procurement Phase | Five percent (5.00 %) |
| Construction Phase | Twenty percent (20.00 %) |
| <hr/> | |
| Total Basic Compensation | one hundred percent (100.00 %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Employee or Category | Rate (\$0.00) |
|--|---------------|
| Principal’s Hourly Rate at \$182.00/hour | |
| Project Architect’s Hourly Rate at \$152.00/hour | |
| Project Manager’s Hourly Rate at \$134.00/hour | |

Intern Architect's Hourly Rate at \$105.00/hour
Technician's Hourly Rate at \$90.00/hour
Office Manager/Clerical Hourly Rate at \$79.00/hour
Engineering Consultants: \$200.00/hour
Other's: Three (3) Times Direct Expenses

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

If required, the Architect shall be compensated at the direct additional cost plus 15%

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless

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the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Not known at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

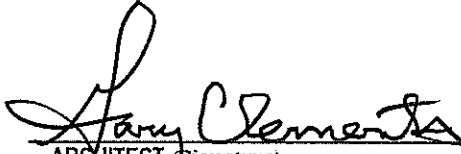
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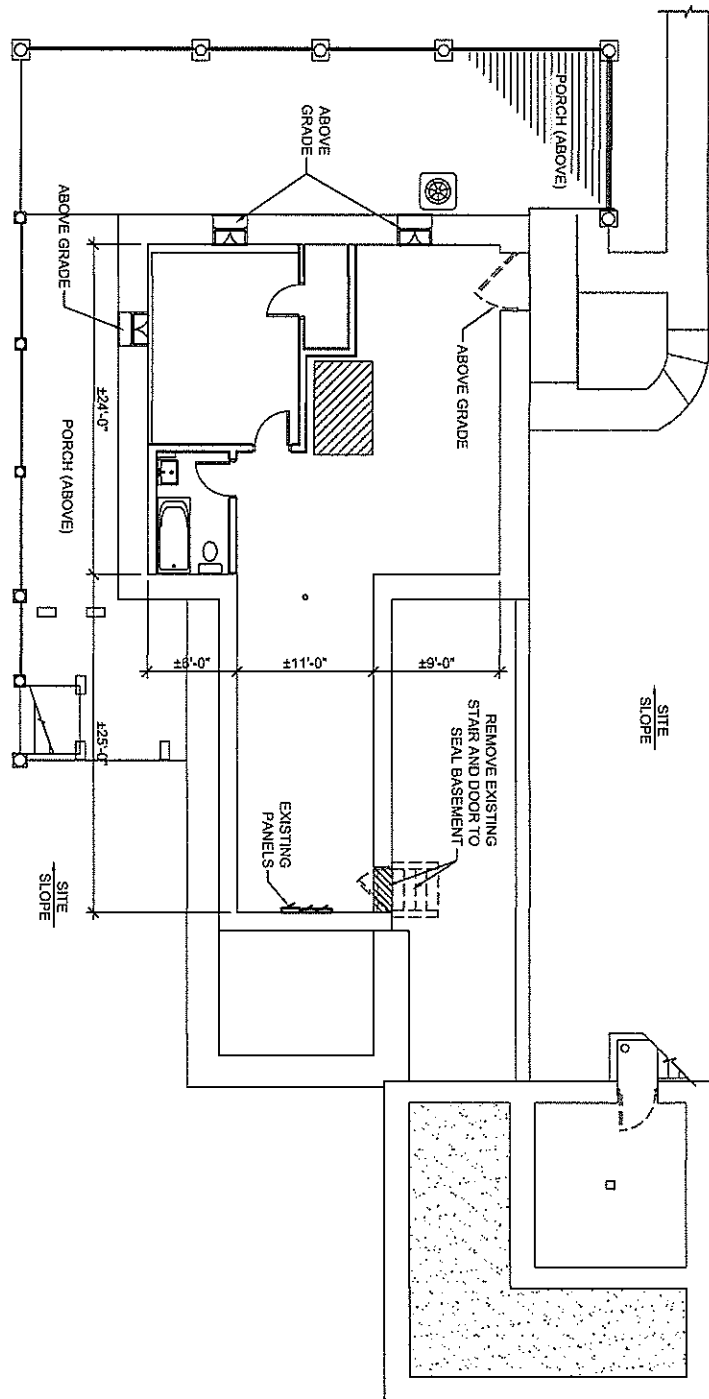
- Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Schematic Plans and Cost Estimate dated May 7, 2026.

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

| | |
|---|--|
| |  |
| OWNER <i>(Signature)</i> | ARCHITECT <i>(Signature)</i> |
| BY: Honorable Doug Sprouse, Mayor of Springdale | BY: Gary Clements, AIA |
| <i>(Printed name and title)</i> | <i>(Printed name, title, and license number if required)</i> |



1
 NTS
BASEMENT REFERENCE PLAN
 NORTH

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PROJECT NUMBER
1000

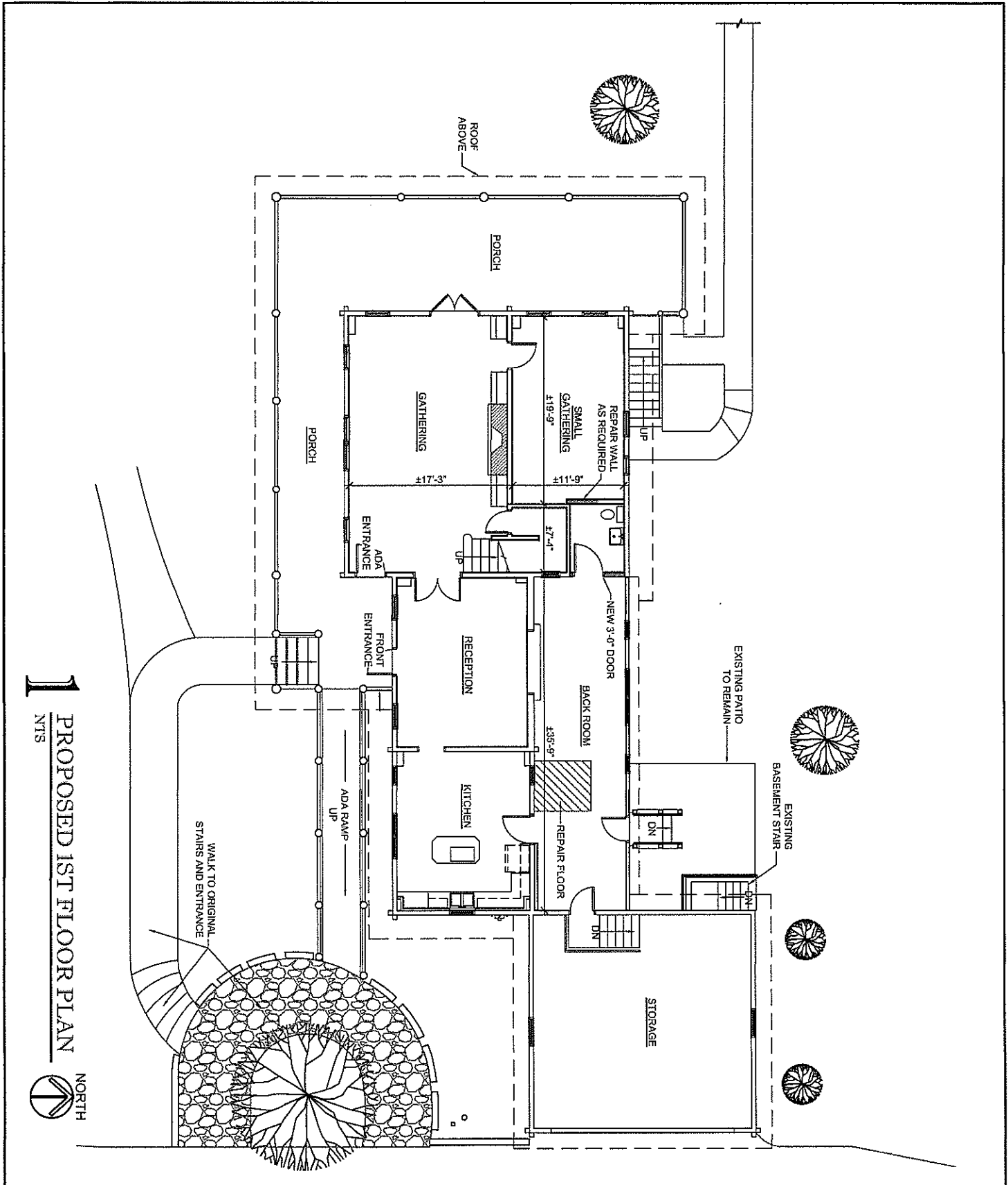
DATE
MAY 2026

PROPOSED IMPROVEMENTS TO THE RABBIT FOOT LODGE
 SPRINGDALE, ARKANSAS

X-0

CLEMENTS & ASSOCIATES
 ARCHITECTURE

507 MAIN STREET NORTH LITTLE ROCK, ARKANSAS 72114
 TELEPHONE (501) 375-3380



1 PROPOSED 1ST FLOOR PLAN
NTS



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PROJECT NUMBER
1000

DATE
MAY 2023

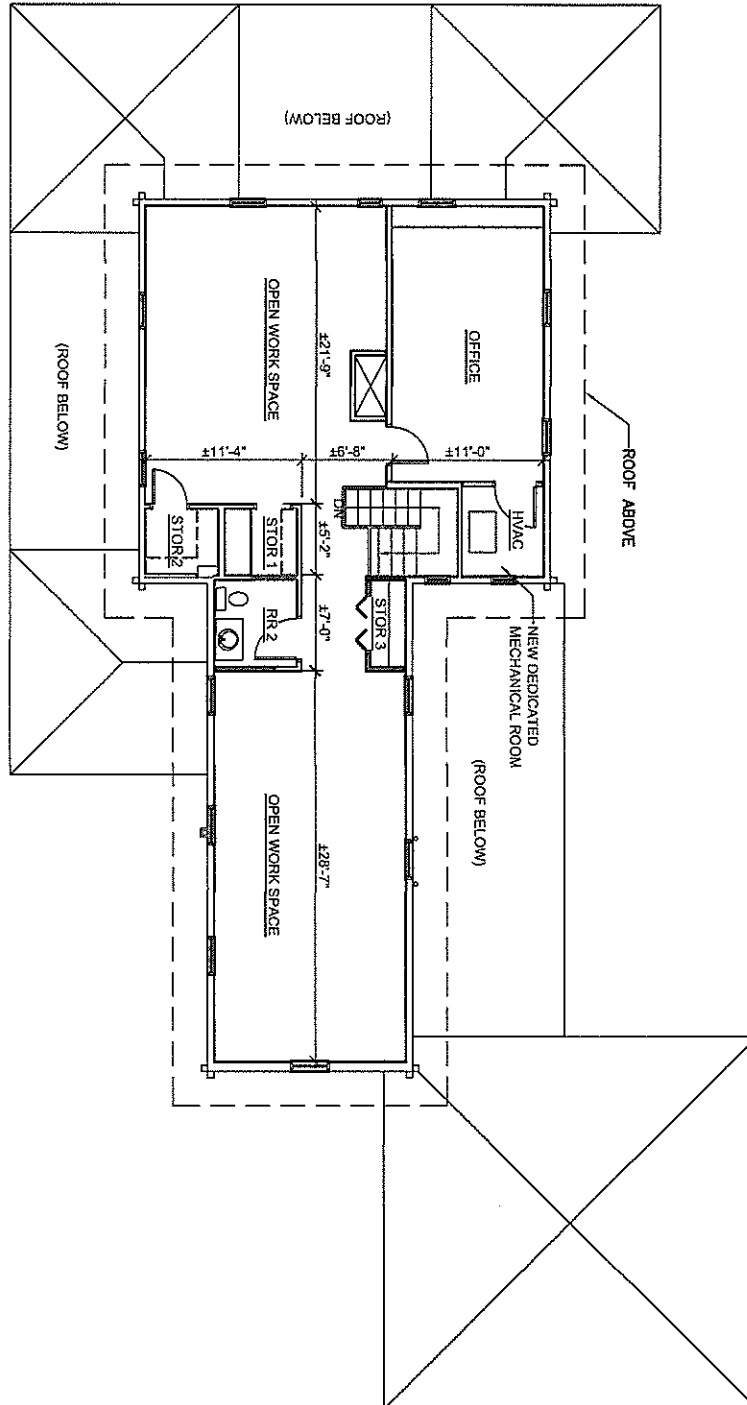
PROPOSED IMPROVEMENTS TO THE RABBIT FOOT LODGE
SPRINGDALE, ARKANSAS

X-3



CLEMENTS & ASSOCIATES
ARCHITECTS

507 MAIN STREET, NORTH LITTLE ROCK, ARKANSAS 72114
TELEPHONE (501) 375-3380



1 PROPOSED 2ND FLOOR PLAN
NTS



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PROJECT NUMBER
1000

DATE
MAY 2025

PROPOSED IMPROVEMENTS TO THE RABBIT FOOT LODGE
SPRINGDALE, ARKANSAS

X-4



CLEMENTS & ASSOCIATES
ARCHITECTURE

507 MAIN STREET NORTH LITTLE ROCK, ARKANSAS 72114
TELEPHONE (501) 375-3380

**Rabbit Foot Lodge, Phase 3
Interior Rehabilitation
Springdale, Arkansas**

Opinion of Probable Construction Cost
May 7, 2026

Overview

The following cost estimate is based upon the interior rehabilitation and some miscellaneous exterior repairs and improvements. Currently, the facility serves a residential use, but this rehabilitation will improve the existing building to meet the code requirements for a commercial occupancy. Due to building code requirements, the main level is sized to accommodate a maximum of 12 persons and the upper level will accommodate 10 persons for a total occupancy of 22 persons.

It is proposed to modify both the main floor and the upper floor to have one uni-sex accessible restroom on each level (currently there are two restrooms on the upper level). It is also recommended that the stairway from the main level to the basement be removed, as access to the basement from the exterior is achievable from an exterior door located on the northeast corner of the building. It is recommended that the basement be used only for utilities and systems, though there will be plenty of space for light storage.

It is proposed that the main level floor plan remain largely as existing, with the exception of modifications to provide adequate space and access for a single restroom, and non-structural walls upstairs be removed to create a more open work area.

This estimate includes the complete replacement of the HVAC, electrical, and plumbing systems; in addition to a general upgrade to the interior finishes. The estimate also includes the cleaning and daubing of the interior of the log walls at the current dining and living room of the main level. Throughout this estimate, miscellaneous minor improvements to provide a more compliant and comfortable work area has been included.

This estimate is based upon competitive bidding construction delivery. Not included within this estimate is an environmental survey and removal of any found asbestos containing materials.

Total building area

| | |
|----------------------------|--------------|
| Basement (not occupiable): | 900sf |
| Main Level: | 1,768sf |
| Upper Level: | 1,380sf |
| Garage(not occupiable): | <u>506sf</u> |
| Total area: | 4,554sf |

**Rabbit Foot Lodge, Phase 3
Interior Rehabilitation
Springdale, Arkansas**

**Opinion of Probable Construction Cost
May 7, 2026**

| | | |
|--|-----------|------------------|
| Demolition | | 25,900.00 |
| French Drain in Basement | | 22,000.00 |
| Rough Carpentry | | 12,800.00 |
| Drywall | | 18,392.00 |
| Wood Trim/Finish Carpentry | | 25,760.00 |
| Interior Log Cleaning and Daubing | | 17,685.00 |
| Doors – New and Repair to Existing | | 4,500.00 |
| Door Hardware – Miscellaneous upgrades | | 6,000.00 |
| Millwork – Vanities | | 2,400.00 |
| Refinish Wood Flooring | | 16,527.00 |
| Ceramic Tile (restrooms only) | | 4,860.00 |
| Toilet Accessories | | 3,000.00 |
| Interior Painting and Finishing | | 33,844.00 |
| Exterior Repairs | | |
| Painting & Caulking | 15,000.00 | |
| Northeast Stair Repairs | 1,500.00 | |
| Gutters (Limited) | 2,200.00 | 18,700.00 |
| HVAC Systems (2) | | 90,000.00 |
| Electrical | | 124,000.00 |
| Plumbing | | 40,000.00 |
| Contingency (10%) | | 46,637.00 |
| General Conditions (Contractor) | | 102,601.00 |
| A/E Costs | | <u>49,248.00</u> |
| Total Opinion of Cost | | 664,854.00 |



The City Council of the City of Springdale met in regular session on Tuesday, June 9, 2026 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, Position 1 |
| Amelia Taldo | Ward 4, Position 1 |
| Jeff Watson | Ward 3, Position 2 |
| Mike Overton | Ward 2, Position 1 |
| Mike Lawson | Ward 1, Position 1 |
| Aaron Huntley | Ward 2, Position 2 |
| Randall Harriman | Ward 1, Position 2 (absent) |
| Mark Fougerousse | Ward 4, Position 2 |
| Garrett Harlan | City Attorney |
| Sabra Jeffus | City Clerk/Treasurer |

Others present:

| | |
|-----------------|-------------------------------------|
| Sharon Tromburg | Planning Director |
| Derek Hudson | Assistant Police Chief |
| John Oliver | Neighborhood Services |
| Ben Peters | Director, Engineering |
| Anne Gresham | Director, Springdale Public Library |
| Blake Holte | Fire Chief |
| Chad Wolf | Director, Parks & Recreation |
| Colby Fulfer | Chief of Staff |

CITIZEN COMMENTS

Allen Cotner, 1304 Rebecca Lane, Springdale, announced his candidacy for City Council, Ward 4, Seat 1.

APPROVAL OF MINUTES

Council Member Taldo moved the minutes of the May 26, 2026 City Council meeting be approved as presented. Council Member Powell made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Taldo made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Powell made the second.

After the vote was taken, the motion carried 7-0.

PLANNING COMMISSION REPORT

ORDINANCE NO. 6219; AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R26-24) CERTAIN LANDS LOCATED AT 730 E. RANDALL WOBBE LANE, 2 PARCELS NORTH OF 730 E. RANDALL WOBBE LANE, & 2826 N. JEFFERSON STREET FROM A LIGHT INDUSTRIAL DISTRICT (I-1) TO A GENERAL INDUSTRIAL DISTRICT (I-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6219.

ORDINANCE NO. 6220; AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R26-26) CERTAIN LANDS LOCATED AT 2161 N. THOMPSON STREET FROM A GENERAL COMMERCIAL DISTRICT (C-2) TO A LARGE PRODUCT RETAIL SALES DISTRICT (C-6) WITHIN SPRINGDALE, ARKANSAS.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 4-3. Council Members Huntley, Powell & Watson voted no.

The Ordinance was numbered 6220.

ORDINANCE NO. 6221 - AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R26-27) CERTAIN LANDS LOCATED AT THE SOUTHEAST CORNER OF MOODY AVENUE AND LINCOLN DRIVE, LOCATED EAST OF NORTH THOMPSON STREET FROM AN AGRICULTURAL DISTRICT (A-1), A GENERAL COMMERCIAL DISTRICT (C-2), AND A LIGHT INDUSTRIAL DISTRICT (I-1) TO A WAREHOUSE DISTRICT (W-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 7-0.

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

After the vote was taken, motion carried 7-0.

The Ordinance was numbered 6221.

RESOLUTION NO. 94 – 26; APPROVING A CONDITIONAL USE FOR ZIO SPENCY’S PIZZA AT 2403 S. THOMPSON STREET AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 94-26

**A RESOLUTION APPROVING A CONDITIONAL USE FOR ZIO
SPENCY'S PIZZA AT 2403 S. THOMPSON STREET 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 June 2, 2026, on a request by Spencer Fiser for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing, the Planning Commission, by a vote of nine (9) yes and zero (0) nays, recommends that a Conditional Use be granted to Zio Spency's Pizza with the following conditions:

1. Parking and loading areas identified.
2. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
3. No obstruction of parking spaces is required for the operation of any other use on the site.
4. Maintain on the site a minimum of three parking spaces designated for their use.
5. If a health certificate is required, display the health certificate in a manner visible to customers.
6. No obstruction of pedestrian or motor vehicle traffic flow.
7. No obstruction of traffic signals or regulatory signs.
8. No vending upon a public way.
9. No sound device that produces a loud and raucous noise in violation of city ordinance, or in violation of any other city ordinances in connection with the vending operation.
10. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand shall be collected and deposited into a trash container.
11. Submission of approved gray water disposal by Springdale Water Utilities.
12. Submission of approved grease disposal method approved by Arkansas Department of Health.
13. All signs must meet the requirements of a temporary sign (Section 98-61). No flashing signs or lights are allowed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use with the following conditions:

1. Parking and loading areas identified.
2. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
3. No obstruction of parking spaces is required for the operation of any other use on the site.
4. Maintain on the site a minimum of three parking spaces designated for their use.
5. If a health certificate is required, display the health certificate in a manner visible to customers.
6. No obstruction of pedestrian or motor vehicle traffic flow.
7. No obstruction of traffic signals or regulatory signs.
8. No vending upon a public way.
9. No sound device that produces a loud and raucous noise in violation of city ordinance, or in violation of any other city ordinances in connection with the vending operation.
10. Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand shall be collected and deposited into a trash container.
11. Submission of approved gray water disposal by Springdale Water Utilities.
12. Submission of approved grease disposal method approved by Arkansas Department of Health.
13. All signs must meet the requirements of a temporary sign (Section 98-61). No flashing signs or lights are allowed.

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

After the vote was taken, motion carried 6-1. Council Member Overton voted no.

The Resolution was numbered 94-26.

RESOLUTION NO. 95 – 26; APPROVING A WAIVER (W26-21) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO JACOB TANKERSLEY IN CONNECTION WITH 4215 ROBBINS ROAD, A SINGLE-FAMILY DWELLING

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 95-26

A RESOLUTION APPROVING A WAIVER (W26-21) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO JACOB TANKERSLEY IN CONNECTION WITH 4215 ROBBINS ROAD, A SINGLE-FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver (W26-21) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W26-21) of street improvements to Robbins Road and Kelly Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 4215 Robbins Road, a single-family dwelling, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Robbins Road, including sidewalks in connection with 4215 Robbins Road, a single-family dwelling.

Council Member Overton moved the Resolution be adopted, Option 1. Council Member Lawson made the second.

After the vote was taken, motion carried 6-1. Council Member Overton voted no.

The Resolution was numbered 95-26.

RESOLUTION NO. 96 – 26; APPROVING A WAIVER (W26-22) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO SERVPRO, IN CONNECTION WITH L26-10, A LARGE-SCALE DEVELOPMENT

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 96-26

A RESOLUTION APPROVING A WAIVER (W26-22) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO SERVPRO, IN CONNECTION WITH L26-10, A LARGE-SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W26-22) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W26-22) of street improvements to a proposed collector street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-10, a Large-Scale Development for ServPro, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to a proposed collector street, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with L26-10, a Large-Scale Development for ServPro.

Council Member Watson moved the Resolution be adopted, Option 1. Council Member Lawson made the second.

After the vote was taken, motion carried 7-0, Option 1.

The Resolution was numbered 96-26.

RESOLUTION NO. 97 – 26; APPROVING A WAIVER (W26-23) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO COLBY DEAN DRAKE, IN CONNECTION WITH 8788 W. GIBBS ROAD, A SINGLE-FAMILY DWELLING

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 97-26

A RESOLUTION APPROVING A WAIVER (W26-23) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO COLBY DEAN DRAKE, IN CONNECTION WITH 8788 W. GIBBS ROAD, A SINGLE-FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver (W26-23) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W26-23) of street improvements to W. Gibbs Road, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8788 W. Gibbs Road, a single-family dwelling, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to W. Gibbs Road, including sidewalks in connection with 8788 W. Gibbs Road, a single-family dwelling.

Council Member Powell moved the Resolution be adopted, Option 1. Council Member Overton made the second.

After the vote was taken, motion carried 5-2, Option 1. Council Members Taldo & Fougousse voted no.

The Resolution was numbered 97-26.

FINANCE COMMITTEE

**RESOLUTION NO. 98 – 26; AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR SPRINGDALE RECREATION CENTER
RENOVATIONS**

Committee Chairman Jeff Watson read the Resolution and Chad Wolf presented

RESOLUTION NO. 98-26

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR SPRINGDALE
RECREATION CENTER RENOVATIONS**

WHEREAS, sealed bids were received on May 11th at 2:00 p.m. for the construction of Springdale Recreation Center Renovations; and

WHEREAS, three bids were received with Southern Brothers Construction, LLC. being the low bidder for this project at \$144,632.00;

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 Southern Brothers Construction, LLC for construction of the Springdale Recreation Center Renovations for \$144,632.00 to be paid for out of the 2023 Bond 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.

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 98-26.

**RESOLUTION NO. 99 – 26; AMENDING THE 2026 BUDGET OF THE CITY OF
SPRINGDALE PARKS AND RECREATION DEPARTMENT**

Committee Chairman Jeff Watson read the Resolution and Chad Wolf presented

RESOLUTION NO. 99-26

**A RESOLUTION AMENDING THE 2026
BUDGET OF THE CITY OF SPRINGDALE
PARKS AND RECREATION DEPARTMENT**

WHEREAS, the city of Springdale Parks and Recreation Department recently experienced some damage to several ballfield shade awnings due to a hail storm that occurred; and

WHEREAS, the City of Springdale has received funds that have not been appropriated from insurance settlements; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2026 Budget of the City of Springdale Parks and Recreation Department is hereby amended as follows:

| <u>Department</u> | <u>Account No.</u> | <u>Description</u> | <u>Present</u> | | <u>Amended</u> |
|----------------------|--------------------|--------------------|----------------|-----------------|----------------|
| | | | <u>Budget</u> | <u>Increase</u> | <u>Budget</u> |
| Parks and Recreation | 101-0301-451.51-01 | Building/Grounds | \$219,641.40 | \$18,650 | \$238,291.40 |

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 99-26.

RESOLUTION NO. 100 – 26; AUTHORIZING THE PURCHASE OF NEW SHADE AWNINGS FOR THE SPRINGDALE PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

Committee Chairman Jeff Watson read the Resolution and Chad Wolf presented

RESOLUTION NO. 100-26

A RESOLUTION AUTHORIZING THE PURCHASE OF NEW SHADE AWNINGS FOR THE SPRINGDALE PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the City of Springdale Parks and Recreation Department provides maintenance and operational services for City parks;

WHEREAS, Randal Tyson Sports Complex is in need of new shade awnings due to hail damage;

WHEREAS, three (3) quotes were received for the purchase of new awnings;

WHEREAS, upon review, Springdale Parks and Recreation would like to purchase new shade awnings from USA Shade in the amount of \$18,650.00, to be paid for out of their *Buildings & Grounds* account in the 2026 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk hereby authorize the purchase of new shade awnings for Randal Tyson Sports Complex, from USA Shade, in the amount of \$18,650.00, to be paid for out of the 2026 Budget of the City of Springdale Parks and Recreation Department.

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 100-26.

POLICE & FIRE COMMITTEE

RESOLUTION NO. 101 – 26; TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF VEHICLES FOR THE SPRINGDALE FIRE DEPARTMENT

Council Member Powell read the Resolution and Blake Holte presented

RESOLUTION NO. 101-26

A RESOLUTION TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF VEHICLES FOR THE SPRINGDALE FIRE DEPARTMENT

WHEREAS, the Springdale Fire Department desires to purchase a new vehicle which is essential to their day-to-day operations;

WHEREAS, the vehicle is available to be purchased at this time;

WHEREAS, the funding for this vehicle was approved in the 2026 budget;

WHEREAS, we are requesting to waive bidding on the vehicle due to receiving a better price from a local car dealership than buy-board pricing;

WHEREAS, A.C.A § 14-58-104 (17) (A) states that the governing body of a city of the first class, city of the second class, or an incorporated town may purchase the following commodities without soliciting bids: New motor vehicles purchased from a licensed automobile dealership located in Arkansas for an amount not to exceed the fleet price awarded by the Office of State Procurement and in effect at the time the municipality submits the purchase order for the same make and model motor vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council authorized the purchase of the following vehicles for an amount of \$43,548.00 out of the 2026 budget, and the Mayor is hereby authorized to execute any contracts related to the purchase.

| | | |
|-----------------|-----------------------------------|-------------|
| Fire Department | 2026 RAM 2500 Cargo Van High Roof | \$43,548.00 |
|-----------------|-----------------------------------|-------------|

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

After the vote was taken, motion carried 7-0.

The Resolution was numbered 101-26.

COMMENTS FROM COUNCIL MEMBERS

Aaron Huntley announced he is resigning his City Council seat to take a job in Central Arkansas, effective this July.

COMMENTS FROM DEPARTMENT HEADS

Chief of Staff Colby Fulfer announced that a grant for the Fire Department is available for equipment and asked the City Council members if they would entertain the option. A Resolution will be brought to Council at a later date.

COMMENTS FROM CITY ATTORNEY

City Attorney Garrett Harlan explained the actions necessary to move forward with a replacement on the City Council. The council must first declare a vacancy. And, at the next City Council Meeting on June 23, the Council members must choose and vote on 1 of 2 options; appointing a new member or calling a special election.

Amelia Taldo made a motion to declare a vacancy on City Council. Mike Overton seconded the motion. A vote was taken and the motion passed 6-0.

COMMENTS FROM MAYOR

None

ADJOURNMENT

Mike Overton made a motion to adjourn and Council Member Lawson made the second. After a voice vote of all ayes and no nays, the meeting adjourned at 7:00 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer