

CITY OF SPRINGDALE
Committee Agendas
Monday, June 20th, 2022
Tiered Training Room (2nd Floor)
201 Spring Street- Criminal Justice Building
Meetings begin at 5:30 P.M.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** authorizing the execution of a Professional Services Agreement for a Transportation Study and other purposes. Presented by Colby Fulfer, Chief of Staff. Pgs. 2 - 22
2. **A Resolution** amending the 2022 Budget of the Springdale Police Department to implement the "Arkansas Full-Time Law Enforcement Officer Salary Stipend Act of 2022". Presented by Chief Frank Gamble, Chief of Police. Pgs. 23 - 37
3. **A Resolution** authorizing the City Attorney to settle a Condemnation Lawsuit wherein First Presbyterian Church of Springdale is Defendant (Project No. 18BPS12, Tract 2). Presented by Ernest Cate, City Attorney. Pgs. 38 - 44
4. **A Resolution** authorizing funding for repairs/improvements to the Huntsville Avenue Railroad Crossing, pursuant to an Addendum to a Railroad Crossing Easement Agreement with the Arkansas & Missouri Railroad Company (AMRR). Presented by Ernest Cate, City Attorney. Pgs. 45 & 46

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICES
AGREEMENT FOR A TRANSPORTATION STUDY
AND OTHER PURPOSES**

WHEREAS, the City of Springdale is in need of a transportation study for future projects and updated information for our master street plan;

WHEREAS, a transportation study is beneficial to our residents for planning purposes and efficiency of future projects;

WHEREAS, a proposal has been submitted for obtaining traffic & safety data, creating a recommended priority list of identified intersections with individual cost estimates, identifying roadway corridors/segments and other purposes; and

WHEREAS, the price not to exceed amount for professional engineering services shall be \$359,850.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Garver Engineering for a transportation study to be paid for out of the general fund.

PASSED AND APPROVED this _____ day of June, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



PROFESSIONAL SERVICES AGREEMENT

Springdale Transportation Study

Project No. 21T21140

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made by and between the **City of Springdale** (hereinafter referred to as “**Client**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Client and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

1. SCOPE OF SERVICES

- 1.1. Services. Client hereby engages Garver to perform the following scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Client constitutes Client’s written authorization to proceed with the Services.

2. PAYMENT

- 2.1. Fee. For the Services described under Section 1.1, Client will pay Garver on a monthly basis in accordance with this Section and Exhibit B. Client shall pay Garver all undisputed amounts within thirty (30) days of receipt of an invoice. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3. AMENDMENTS

- 3.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date (“**Amendment**”). All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

4. CLIENT'S RESPONSIBILITIES

- 4.1. Client shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5. GENERAL

- 5.1. Standards of Performance. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish



and perform its work in accordance with the documents applicable to the contractor's work even when Garver is performing construction phase services.

- 5.2. Instruments of Service. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Client under Exhibit A (the "**Deliverables**"), shall become the property of Client subject to the terms and conditions stated herein. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Any Intellectual Property of Garver, or any third party embedded in the Deliverables, shall remain so imbedded and may not be separated therefrom. Upon Client fulfilling its payment obligations under this Agreement, Garver hereby grants Client a license to use the Intellectual Property but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.
- 5.3. Opinions of Cost. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 5.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 5.5. Confidentiality. Client and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services, to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

6. INSURANCE



6.1. Insurance. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Client as an additional insured on Garver's General Liability policy to the extent of its indemnity obligations provided in this Agreement. Upon request, Garver shall furnish Client a certificate of insurance evidencing the insurance coverages required in Exhibit C.

7. INDEMNIFICATION / WAIVERS

7.1. Indemnification. Subject to the limitations of liability set forth in Section 7.2, Garver agrees to indemnify and hold Client and its personnel harmless from tort damages due to bodily injury (including death) or third-party tangible property damage to the extent such damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

7.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

7.2.1. Mutual Waiver. To the fullest extent permitted by law, neither Client, Garver, nor their respective personnel shall be liable for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Client hereby releases Garver, and Garver releases Client, from any such liability.

7.2.2. Limitation. In recognition of the relative risks and benefits of the Project to both the Client and Garver, Client hereby agrees that Garver's and its personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

7.2.3. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade), shall apply. Client's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent, or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

7.3. The limitations set forth in Section 7.2 apply regardless of whether the claim is based in contract, tort, or negligence, including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

8. DISPUTE RESOLUTION

8.1. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

9. TERMINATION

9.1. Termination. This Agreement may be terminated seven (7) days after written notice and a reasonable opportunity to cure by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof.



10. MISCELLANEOUS

- 10.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 10.2. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 10.3. Entire Agreement. This Agreement constitutes the entire agreement between Client and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

11. EXHIBITS

- 11.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

[Signature Page to Follow]



Client and Garver, by signing this Agreement, acknowledge that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Client signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Client and Garver have executed this Agreement effective as of the date last written below ("**Effective Date**").

City of Springdale

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A (SERVICES)

1. General

The City of Springdale requires the professional services of an engineering firm to perform a city-wide transportation study. The goals of this study are as follows:

- Obtain traffic, pedestrian & safety data to be utilized to evaluate transportation infrastructure to determine areas of deficiencies at identified intersections.
- Create a recommended priority list of identified intersections and active transportation improvements with individual cost estimates and schedules.
- Summarize current roadway projects that are awaiting project funding.
- Identify roadway corridors/segments that potential candidates for complete street improvements and provide schematic drawings of improvements and individual cost estimates.
- Deliver Plan documents to citizens and elected officials that provide a detailed plan for developing the studied infrastructure.

2. Meetings

The following meetings are planned for this Study:

- One (1) kick-off meeting
- Three (3) coordination meetings
- Two (2) City Council or Committee of the Whole meetings
- Two (2) Active Transportation Committee meetings
- One (1) public involvement/open house meeting

2.1. Kick-Off Meeting

After receipt of a formal Notice to Proceed, Garver will coordinate a kick-off meeting with the City to review the project goals and reporting procedures, establish expectations and priorities, decide the needed level of involvement from other stakeholders, and discuss the project schedule and submittal dates. We will also discuss the relevance of previous studies and existing data to determine the extent of available data that is valid for use in carrying out the goals of this study.

2.2. Coordination Meetings

Garver will meet and discuss technical aspects of the project three (3) times throughout the project process with the appropriate City staff. The precise meeting schedule will depend on project progression but will align with major technical milestones of the project.

2.3. City Council or Committee of the Whole meetings

There will be two (2) meetings with the City Council/Committee of the Whole throughout the process. If needed, these meetings will serve to keep the Council briefed on the progress and direction of the project.

2.4. Active Transportation Committee Meetings

There will be two (2) meetings with the City Active Transportation Committee to provide coordination and feedback during the Active Transportation study.



2.5. Public Involvement/Open House Meeting

Garver Team will collaborate with the City staff to develop the format and structure of one (1) open house style public meetings to present and receive feedback on the proposed improvements.

The meeting will be scheduled near the end of the project to obtain final comments when the study is 80-90% complete.

Garver will coordinate with the City PR Coordinator to assist with the creation of verbiage or the graphics needed by the City to create appropriate marketing materials for the advertisement and promotion of the public meetings.

Garver will prepare materials required for the public meeting including display boards, handouts, and digital visual presentations as requested. Garver will provide staff to organize and run each meeting and will collaborate with the appropriate City staff to achieve the desired meeting or charette style. Garver will provide adequate meeting staff to answer any questions related to the study, make presentations, and personnel for the registration and exhibit areas. The comments from the public meeting will be summarized in the final report.

Create a robust digital input map to gather public's input on:

- Locations where sidewalks, crosswalks, bike lanes, trails, or other active transportation connections/components are needed/desired
- Locations where major barriers exist to utilize existing infrastructure for active transportation
- Locations where existing infrastructure needs repairs or upgrades

3. Traffic and Safety - Preliminary Analysis

The preliminary analysis consists of data collection, data assembly, and assessment. The Garver Team will gather available information to assess the existing (2022) traffic conditions and to project future (2045) traffic conditions. We anticipate that some of this data will be available from the City of Springdale, Northwest Arkansas Regional Planning Commission (NWARPC), and the Arkansas Department of Transportation (ARDOT). This includes information on the major streets such as speed limits, intersection geometry, crash data, traffic signal system information, existing land uses, as-built plans, right-of-way information, utility locations, and GIS information.

The following tasks will be accomplished for the preliminary analysis:

3.1. Data Collection

In order to complete the preliminary analysis, Garver will utilize both existing data compiled from various sources as well as new turning movement counts provided by the City of Springdale.

3.1.1. Existing Traffic Data

ARDOT historical Average Daily Traffic (ADT) maps which are publicly available online will be tabulated by the Garver Team. This data (approximately 150 locations) along with information



from the NWARPC travel demand model will be used to determine annual growth rates needed to project future volumes.

There are 83 signalized intersections throughout the City of Springdale. Garver has access to current (within the past five year) turning movement data for 40 of these intersections via ARDOT turning movement data, previous Garver turning movement data, and City of Springdale turning movement data from Rhythm or Gridsmart controllers. Excluding a fire station signal, there are 42 signalized intersections where turning movement counts are not available. Garver will request the City to collect the 24-hour turning movement counts in 15-minute increments on a maximum of 20 signalized intersections where existing data is not available. Garver will coordinate with the City on these locations. Data from all of these turning movement counts will be compiled and used for analysis of the corridors/intersections.

3.1.2. Previous Traffic Studies/Projects

The Garver Team will gather prior studies that have been performed in the City in the past five years. Additional information gathered will include future planned development, any proposed changes to freeway access at adjacent interchanges, regional growth trends, and “committed” projects that are programmed/funded such as the following:

- Har-Ber Avenue Extension Study (2019)
- S. Dixieland Road Extension – Phase II (2019)
- Draft Western North-South Connector Study (2021)
- Highway 412 Corridor Planning Study Update (Oklahoma to Missouri) (2020)
- Highway 412 Interchange Study

3.1.3. Google Maps Data

Typical day data will be evaluated from available Google Maps information. This data will be used to identify corridors that consistently have medium to high traffic delays.

3.1.4. Geometric Data

Information from Google Earth, as-built plans from the City, and any new construction plans will be reviewed by the Garver Team to determine the existing or proposed geometry along corridors and at intersections in the City of Springdale.

3.1.5. Safety Data

The Garver Team will compile the latest five years of crash data from ARDOT from the eCrash system managed by the Arkansas State Police. This database includes crashes submitted by the Springdale Police Department, so no additional crash data will be needed from the City.

3.2. Utilization of Travel Demand Model

Garver will utilize the Northwest Arkansas Regional Planning Commissions latest 2018/2045 Travel Demand Model (NWA TDM) as one of the tools for projecting traffic.

3.3. Traffic Volume Projections



Garver will use the collected data and the information compiled to produce balanced (where needed) traffic volumes for 2022. These volumes will be projected to future year (2045) using historical annual growth rates, trip generation rates for committed projects, and the NWA TDM.

3.4. Operational/Geometric Analyses

Using high-level capacity analysis techniques based on tabular information, Synchro analyses, and Google Maps, the Garver Team will identify capacity problems along the identified corridors for both existing conditions and future 2045 conditions. The overall intersection Level of Service (LOS) will be determined for all studied intersections.

Synchro/SimTraffic software will be used at the intersections to perform operational analyses on the identified signalized intersections throughout the City.

3.5. Safety Analysis

The Garver Team will compile the latest five years of crash data from ARDOT from the eCrash system managed by the Arkansas State Police. This database includes crashes submitted by the Springdale Police Department, so no additional crash data will be needed from the City.

For the analysis, graphics will be developed showing the crashes identified by type and severity. These maps will be analyzed to determine if there are any crash clusters or prevailing trends in the study area. Additionally, crash rates will be developed to identify locations where the crash rates are greater than the statewide average. Individual crash reports will not be reviewed.

3.6. Documentation of Traffic and Safety – Preliminary Analysis

The results of our analyses will be documented in a report format. Additionally, GIS maps will be created showing the Existing/Future ADT, Projected Growth Rates, Existing/Future Level of Service, Existing Crash Data, and these preliminary findings will be presented to the City.

4. **Detailed Analysis - Roadway**

Whereas the preliminary analysis will focus on identifying problem areas based on safety and traffic operations, it is anticipated that a more detailed analysis will be required for specific locations in order to identify more accurately the potential projects. Garver will provide a detailed analysis at up to 10 intersection locations.

These identified intersections will be further evaluated using Highway Capacity Software (HCS). This software includes modules to consider vehicular traffic as well as pedestrian, bicycle, and transit traffic to determine the need for geometric improvements and lane configurations. Intersection improvements will be evaluated using the most appropriate software (Synchro/SimTraffic, VISSIM, and/or Sidra).

5. **Transportation Improvements - Roadway**

Garver will utilize the information and data collected from staff input, traffic capacity/operational analysis studies, and traffic safety analysis to develop an unconstrained list of transportation improvements consisting of Intersection Improvements, Roadway Improvements and Complete Street Improvements.



5.1. Intersection Improvements

Garver will develop a list of short-term improvements based on the findings from the traffic capacity/operational analysis of the studied intersections with an overall Level of Service (LOS) E/F for existing or future conditions (maximum of 30 projects).

5.1.1. Project Prioritization

Garver will develop a selection matrix based on input from the City to establish the selection criteria and weighting factors. This matrix will be utilized to set priorities and determine if the studied intersections should be contained in future Capital Improvement Plans, future Bond Programs, or remain in the unconstrained list of projects.

5.1.2. Opinion of Probable Costs

For budgetary & prioritization purposes, a planning level cost estimate will be developed to address the deficiencies identified in the capacity/operational analysis studies at each identified intersection with an overall LOS E/F for existing or future conditions. Costs used in the estimates will be derived from expenses associated with comparable projects and ARDOT's most recent sources. These costs will not include utility relocations, right-of-way, nor professional services.

5.2. Roadway Improvements

Garver will consult with City Staff to develop a list of pending roadway improvements that are currently on hold due to the lack of project financing and will develop a list of priority roadway improvements of the top three (3) roadway improvements that provide the largest impact to safety and traffic congestion. The following will be prepared for the identified roadway projects (maximum of 10 projects):

5.2.1. Project Summary Sheets

Garver will prepare a one-page summary sheet with a schematic exhibit, project summary, detailed cost estimate, and schedule. For the projects already in the design stage, the City will provide the schematic exhibits and cost estimates to be utilized for the project summary sheet. For potential roadway projects that have not commenced, Garver will prepare the schematic drawing, a planning level cost estimate and schedule.

5.3. Complete Street Improvements

Garver will develop a list of potential roadway segments/corridors that are candidates to receive pavement marking revisions with minimal curb & gutter and pavement adjustments to improve the pedestrian and bicycle facilities. The following will be prepared for the identified roadway segments/corridors (maximum of 10 projects):

5.3.1. Project Summary Sheets

Garver will prepare a one-page summary sheet with a schematic exhibit, project summary, detailed cost estimate, and schedule.

5.4. Scheduling & Budgeting

Garver will utilize the prepared cost estimates and schedules for the identified short-term intersection improvements, roadway improvements and complete street improvements to develop the cash flow needs for all of the transportation improvements.



6. Active Transportation

The goal for the Active Transportation portion of this Study is to leverage the city's existing trail system investment by identifying areas within the city which currently are not served by protected pedestrian pathways and prioritizing active transportation connections and improvements to maximize the reach of the city's active transportation network to benefit the most citizens.

The approach is to utilize the city's existing sidewalk inventory data paired with GIS data available from the City, NWARPC, State, and Washington and Benton Counties, determine the best ways to effectively expand the city's active transportation networks to connect the most Springdale residents with:

- Neighborhood amenities
- Schools
- Parks and recreation centers
- Civic structures
- Shopping and services
- Employment Centers
- Areas of Cultural Significance
- Downtown
- Arvest Ballpark

Garver Planning and GIS staff will work with the City of Springdale to determine priority connections which will complement the city's other ongoing planning efforts (i.e. City's Future Land Use Plan, Master Street Plan, Downtown Plan, and Trails plan, etc.).

6.1 GIS Data Collection

Garver will compile existing GIS data and resources available from the City and Counties to enable analysis of pedestrian connectivity and potential areas of prioritization.

This GIS data created and provided by others is anticipated to be:

- Recently completed sidewalk and crosswalk inventory
- Parcels
- Existing City-owned easements
- Roadway/ ROW widths
- Buildings
- Parks
- Zoning
- Current trail system layer
- Planned trail system plan
- Average daily traffic data
- Pedestrian focal points such as neighborhood amenities, civic structures, shopping and services, employment centers, and areas of cultural significance.

6.2 Data Analysis

Garver will utilize the GIS data and public input responses to identify key areas currently not served by an adequate active transportation infrastructure system.

Analysis parameters will be defined and performed to identify the least-cost path solutions within GIS to connect the most citizens to existing/ planned trails and desirable destinations.

6.3. Active Transportation Improvements



Garver will develop a list of improvements based on the findings from the analysis of the studied active transportation improvements. with an overall Level of Service (LOS) E/F for existing or future conditions.

6.3.1. Project Prioritization

Garver will develop a selection matrix based on input from the City to establish the selection criteria and weighting factors for the Active Transportation improvements. This matrix will be utilized to set priorities and determine if the improvements should be contained in future Capital Improvement Plans, future Bond Programs, or remain in the unconstrained list of projects.

6.3.2. Project Summary Sheets (maximum of ten projects)

Garver will prepare a one-page summary sheet with a schematic exhibit, project summary, detailed cost estimate, and schedule that contain priority projects and implementation outcomes (i.e. This connection would provide a direct bike and pedestrian connection for over 500 residents to the razorback greenway, two city parks, the library, three schools, and the downtown).

7. Prepare Final Report

The final report will summarize the study procedures, summary of public comments, improvements needed, and the methodologies used to support our results. A draft report will be submitted to the City for review. Once all comments have been addressed, ten (10) bound copies of the report and one digital version of the report in PDF format will be submitted to the City.

8. Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. PDF submittal of Meeting Minutes.
2. PDF Summary of Public Comments.
3. Ten (10) hard copies and a PDF copy of the Final Report.
4. Electronic files as requested.

9. Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign or restudy for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Surveys.
4. Preparation of construction drawings.
5. Traffic Data Collection consisting of field counts of existing vehicles, pedestrians, and bicycles.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.



10. Schedule

Garver will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work in accordance with the schedule below:

<u>Milestones</u>	<u>Calendar Days</u>
Kick-Off Meeting	10 days from NTP
Traffic/GIS Data Collection	45 days from NTP (unless delayed for school opening)
Completion of Preliminary Analysis	60 days from Traffic/GIS Data Collection
Completion of Final Analysis	30 days from Approval of Selected Improvements
Project Scoring, Estimates, Exhibits Project Summary Sheets	15 days from Completion of Final Analysis
Submittal of Final Report	30 days from Approval of Project Scoring Results



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Traffic Engineering - Roadway	\$161,000	Hourly
Transportation Engineering - Roadway	\$92,000	
Active Transportation Study	\$106,850	
TOTAL FEE	\$359,850	Max-Not-To-Exceed

The Client will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be **\$359,850**. The actual total fee may not exceed this estimate unless written approval is provided by the Client. For informational purposes, a breakdown of Garver's estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2022.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Client in writing or otherwise permitted under Section 4, the Client will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown below in this Exhibit will be increased annually with the first increase effective on or about July 1, 2022.

Garver shall provide Client notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Client may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



EXHIBIT A
City of Springdale
Springdale Transportation Study
Garver Hourly Rate Schedule: July 2021 - June 2022

Classification	Rates
Engineers / Architects	
E-1.....	\$ 114.00
E-2.....	\$ 132.00
E-3.....	\$ 160.00
E-4.....	\$ 187.00
E-5.....	\$ 228.00
E-6.....	\$ 280.00
E-7.....	\$ 373.00
Planners / Environmental Specialist	
P-1.....	\$ 137.00
P-2.....	\$ 172.00
P-3.....	\$ 209.00
P-4.....	\$ 239.00
P-5.....	\$ 273.00
P-6.....	\$ 316.00
P-7.....	\$ 390.00
Designers	
D-1.....	\$ 106.00
D-2.....	\$ 124.00
D-3.....	\$ 148.00
D-4.....	\$ 172.00
Technicians	
T-1.....	\$ 83.00
T-2.....	\$ 105.00
T-3.....	\$ 128.00
Surveyors	
S-1.....	\$ 51.00
S-2.....	\$ 68.00
S-3.....	\$ 91.00
S-4.....	\$ 130.00
S-5.....	\$ 172.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 208.00
3-Man Crew (Survey).....	\$ 259.00
2-Man Crew (GPS Survey).....	\$ 228.00
3-Man Crew (GPS Survey).....	\$ 279.00
Construction Observation	
C-1.....	\$ 100.00
C-2.....	\$ 129.00
C-3.....	\$ 158.00
C-4.....	\$ 194.00
Management/Administration	
M-1.....	\$ 381.00
X-1.....	\$ 65.00
X-2.....	\$ 89.00
X-3.....	\$ 123.00
X-4.....	\$ 157.00
X-5.....	\$ 193.00
X-6.....	\$ 238.00
X-7.....	\$ 287.00

Exhibit B

City of Springdale Springdale Transportation Study

FEE SUMMARY

Title I Service		Estimated Fees
Traffic Study		\$ 253,000.00
	<i>Traffic Engineering</i>	\$ 161,000.00
	<i>Transportation Engineering</i>	\$ 92,000.00
Active Transportation Study		\$ 106,850.00
Subtotal for Title I Service		\$ 359,850.00

Exhibit B

City of Springdale Springdale Transportation Study

TRAFFIC ENGINEERING

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr	hr	hr
2. Meetings/Project Management							
Kick-off Meeting	4					4	
City Council Meetings (2 meetings)	4					12	
Public Involvement Meeting	4					18	6
Client Coordination Meetings (3 meetings)	9					18	
Subtotal - Meetings/Project Management	21	0	0	0	0	52	6
3. Traffic and Safety Preliminary Analysis (Existing Conditions)							
Data Collection							
Compile Existing Historical ADT (Assume 150 locations)						25	50
Compile Existing Turning Movement Counts (30 Signals)					15	15	
Review Previous Studies					16		
Compile Google Maps Data						8	16
Compile Geometric Data						8	
Compile Safety Data (5-Years)		2		32	32		
Create Citywide Synchro Model					45		
Utilize NARTS Model Data (Assume 150 Locations)		25				40	
Traffic Volume Projections (2022/2045)	3				18	18	9
Operational/Geometric Analyses	3	3			30	30	
Safety Analysis	8	2		40			
Corridor Review to Select Top 3	6			24			
Preliminary Documentation	20	28		20	36	30	
GIS Mapping of Results	6					80	6
Subtotal - Traffic and Safety Preliminary Analysis	46	60	0	116	192	254	81
4. Detailed Analysis (Assume 10 Intersections)							
Site Visits at Key Locations						10	10
Operational Analysis	6	6		30	26	22	
Planning Level Costs	1		16			8	
Subtotal - Detailed Analysis	7	6	16	30	26	40	10
5. Transportation Improvements							
Internal Coordination	1				2		
Prioritization	1	4			4		
Subtotal - Transportation Improvements	2	4	0	0	6	0	0
7. Prepare Final Report							
Final Documentation	12	8			20	40	
Subtotal - Prepare Final Report	12	8	0	0	20	40	0
Hours	88	78	16	146	244	386	97
Salary Costs	\$25,696.00	\$18,564.00	\$3,120.00	\$24,382.00	\$33,672.00	\$45,934.00	\$8,439.00
SUBTOTAL - SALARIES:	\$159,807.00						
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly	\$293.00						
Postage/Freight/Courier	\$0.00						
Travel Costs	\$900.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,193.00						
TOTAL FEE:	\$161,000.00						

Exhibit B

**City of Springdale
Springdale Transportation Study**

TRANSPORTATION ENGINEERING

WORK TASK DESCRIPTION	E-6	E-4	E-3	X-3	P-1	E-1	T-1	X-4	X-7
	\$292.00 hr	\$195.00 hr	\$167.00 hr	\$128.00 hr	\$143.00 hr	\$119.00 hr	\$87.00 hr	\$164.00 hr	\$299.00 hr
2. Meetings/Project Management									
Kick-Off Meeting	2								
City Council Meetings (2 meetings)	6		6						
Public Involvement Meeting & Digital Survey	3		8		24	3	6		
Client Coordination Meetings (3 meetings)	12		10						
Subtotal - Meetings/Project Management	23	0	24	0	24	3	6	0	0
5. Transportation Improvements									
Intersection Project Identification	6		12			10			
Intersection Prioritization (max 30 projects)	4		8			20			
Intersection Cost Estimates (max 30 projects)	2		8			10			
Roadway/Complete Street Project Schedules (max 20 projects)	2		8			20			
Roadway/Complete Street Project Estimates (max 15 projects)	2		14			60			
Roadway/Complete Street Exhibits (max 15 projects)	8		14			60	30		
Roadway/Complete Street Project Summary Sheets (max 20)	4		10	20		6			
Cash Flow/Scheduling Tool				44				42	24
Subtotal - Transportation Improvements	28	0	74	64	0	186	30	42	24
7. Prepare Final Report									
Assembly/QC Final Report	8		8		30	10			
Subtotal - Prepare Final Report	8	0	8	0	30	10	0	0	0

Hours	59	0	106	64	54	199	36	42	24
Salary Costs	\$17,228.00	\$0.00	\$17,702.00	\$8,192.00	\$7,722.00	\$23,681.00	\$3,132.00	\$6,888.00	\$7,176.00

SUBTOTAL - SALARIES: \$91,721.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$79.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$279.00

TOTAL FEE: \$92,000.00

Exhibit B**City of Springdale
Springdale Transportation Study****ACTIVE TRANSPORTATION STUDY**

WORK TASK DESCRIPTION	E-6	E-4	E-3	P-2	P-2	P-1
	\$292.00	\$195.00	\$167.00	\$179.00	\$179.00	\$143.00
	hr	hr	hr	hr	hr	hr
2. Meetings/Project Management						
Kick-Off Meeting				2	4	4
City Council Meetings (2 meetings)					6	8
Public Involvement Meeting & Digital Input Map				20	20	15
Client Coordination Meetings (5 meetings)				4	25	9
Active Transportation Committee Coordination (3 meetings)	4		12		20	20
Subtotal - Meetings/Project Management	4	0	12	26	75	56
6. Active Transportation Improvements						
Compile existing GIS data for analysis				32	2	8
Compile Census Data for analysis				8	8	8
Determination of analysis parameters	6		8	16	14	10
Initial analysis				120	8	4
Preliminary analysis and prioritization report	4		16	24	10	10
Updated analysis				24	8	4
QC/Final prioritization report	4		8	16	10	10
Subtotal - Active Transportation Improvements	14	0	32	240	60	54
7. Prepare Final Report						
Integrate into Final Transportation Report	3		12	10	10	
Subtotal - Prepare Final Report	3	0	12	10	10	0

Hours	21	0	56	276	145	110
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Salary Costs	\$6,132.00	\$0.00	\$9,352.00	\$49,404.00	\$25,955.00	\$15,730.00
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SUBTOTAL - SALARIES:	\$106,573.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$77.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$277.00
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TOTAL FEE:	\$106,850.00
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**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2022 BUDGET OF THE
SPRINGDALE POLICE DEPARTMENT TO IMPLEMENT
THE "ARKANSAS FULL-TIME LAW ENFORCEMENT
OFFICER SALARY STIPEND ACT OF 2022".**

WHEREAS, the Arkansas General Assembly recently passed the "Arkansas Full-Time Law Enforcement Officer Salary Stipend Act of 2022", Act 224 of the 2022 Fiscal Session ("the Act");

WHEREAS, the Act appropriated funds for a one-time stipend of \$5,000.00 for full time law enforcement officers throughout the State of Arkansas, said funds being paid by the State of Arkansas to the eligible law enforcement agency to disburse to eligible recipients;

WHEREAS, the Act requires, among other things, that the budget of the eligible local law enforcement agency be adjusted to permit the disbursement of the salary stipends as provided in the Act;

WHEREAS, it has been determined that 153 full-time law enforcement officers of the Springdale Police Department are eligible to receive the one-time stipend provided by the Act; and

WHEREAS, the Police Department wishes to comply with the provisions of the Act by adjusting its 2022 Budget to allow for the disbursement of the stipend funds received from the State of Arkansas to the eligible full-time law enforcement officers of the Springdale Police Department, said amount not to exceed amount \$823,522.50.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 Budget of the Springdale Police Department is hereby amended in an amount not to exceed \$823,522.50 to ensure compliance with the Act, and to allow for the disbursement of the stipend funds received from the State of Arkansas to the eligible full-time law enforcement officers of the Springdale Police Department.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 06/15/22
RE: Stipend from Arkansas for Law Enforcement

In 2022 the State of Arkansas passed Act 224 which appropriated a one-time stipend of \$5000 for full time law enforcement officers throughout the state of Arkansas. All Police Officers at our department that have completed the law enforcement academy are eligible for the stipend. This will include officers that are hired in the future as long as they attend and complete the first academy in 2023. There are rules and procedures that must be followed and I will be submitting all of the necessary paperwork on or shortly after July 1, 2022. Arkansas will issue a check to the City of Springdale that will cover the cities cost for taxes along with \$5000 for each certified full time officers at the Springdale Police Department. After speaking with the finance department it was determined that the cities portion of these taxes will be \$382.50.

Act 224 requires us to amend our budget to allow for the stipend funds. We request that the City Council amend the Springdale Police Department budget with a not to exceed amount of \$823,522.50. This would allow all 153 certified law enforcement positions to receive the stipend. All certified law enforcement officers in the state that meet the qualifications for the funding will receive this one-time stipend. If you have any questions regarding this please feel free to contact me at any time.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department

State of Arkansas *As Engrossed: S2/23/22 S3/1/22*

93rd General Assembly

A Bill

Fiscal Session, 2022

SENATE BILL 103

By: Senator Hickey

By: Representative Shepherd

For An Act To Be Entitled

AN ACT TO MAKE AN APPROPRIATION FOR LAW ENFORCEMENT
STIPEND GRANTS FOR THE DEPARTMENT OF FINANCE AND
ADMINISTRATION - DISBURSING OFFICER FOR THE FISCAL
YEAR ENDING JUNE 30, 2023; AND FOR OTHER PURPOSES.

Subtitle

AN ACT FOR THE DEPARTMENT OF FINANCE AND
ADMINISTRATION - DISBURSING OFFICER
APPROPRIATION FOR THE 2022-2023 FISCAL
YEAR.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. APPROPRIATION - LAW ENFORCEMENT STIPEND GRANTS. There is
hereby appropriated, to the Department of Finance and Administration -
Disbursing Officer, to be payable from the Law Enforcement Stipend Grants
Sub-Fund of the Miscellaneous Agencies Fund Account, for Law Enforcement
Stipend Grants for the fiscal year ending June 30, 2023, the following:

ITEM	FISCAL YEAR
NO.	2022-2023
(01) LAW ENFORCEMENT STIPEND GRANTS	<u>\$50,000,000</u>

SECTION 2. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS
CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW. LAW
ENFORCEMENT STIPEND GRANTS.

(a)(1) This section shall be known and may be cited as the "Arkansas



1 Full-Time Law Enforcement Officer Salary Stipend Act of 2022”.

2 (2) It is the intent of the General Assembly that:

3 (A) An eligible full-time law enforcement officer is not
4 awarded more than one (1) salary stipend under this section even if the
5 eligible full-time law enforcement officer is employed by more than one (1)
6 eligible local law enforcement agency or eligible state law enforcement
7 agency during the applicable time period described under this section; and

8 (B) The salary stipends awarded under this section shall
9 not occur more than one (1) time unless authorized by the General Assembly in
10 subsequent legislation.

11 (3)(A) While all persons employed by a local or a state law
12 enforcement agency or other state agency, locality, or political subdivision
13 of the state are engaged in important and vital work in our criminal justice
14 system, it is the intent of the General Assembly to limit the salary stipends
15 provided for under this section to the most vital law enforcement officers
16 who are out on the street, literally standing between criminals and the
17 public or engaged in the active investigation of criminal acts committed
18 against the public at large.

19 (B) As such, the General Assembly intends for the salary
20 stipends to be awarded to our state troopers, our deputy county sheriffs, our
21 city and municipal police officers, our officers engaged in closely
22 supervising our probationers and parolees, detectives who solve crimes, our
23 patrolmen and patrolwomen, our criminal investigators, and any of the other
24 certified law enforcement officers who patrol and work our streets, who are
25 the face of our communities, and who are active every day in protecting the
26 public and stopping and investigating crime.

27 (b) As used in this section:

28 (1) “Auxiliary law enforcement officer” means a person who:

29 (A) Meets the minimum standards and training requirements
30 prescribed for an auxiliary law enforcement officer by law;

31 (B) Receives no salary or wages for the performance of his
32 or her duties; and

33 (C) Is appointed by a political subdivision of the state
34 or a law enforcement agency as a reserve officer, volunteer officer, or
35 mounted patrol, not including any law enforcement officer or deputy county
36 sheriff employed by a planned community property owners’ association;

1 (2)(A) "Eligible full-time law enforcement officer" means a
2 person who:

3 (i) Is an appointed law enforcement officer
4 responsible for the prevention and detection of crime and the enforcement of
5 the criminal, traffic, or highway laws of this state;

6 (ii) Is employed by and receives a salary authorized
7 by an eligible local law enforcement agency or eligible state law enforcement
8 agency;

9 (iii) Has the statutory authority to enforce the
10 criminal, traffic, and highway laws of the state and serves a law enforcement
11 function for an eligible local law enforcement agency or eligible state law
12 enforcement agency;

13 (iv) Is employed as a law enforcement officer more
14 than twenty-four (24) hours per week; and

15 (v) Has satisfactorily completed a program of basic
16 law enforcement training at a school approved by the Arkansas Commission on
17 Law Enforcement Standards and Training.

18 (B) "Eligible full-time law enforcement officer" includes
19 a person who satisfies the requirements of subdivision (b)(2)(A) of this
20 section and who is employed as specialized police personnel for the
21 Department of Corrections.

22 (C) "Eligible full-time law enforcement officer" does not
23 include a person employed as:

24 (i) Specialized police personnel not employed by the
25 Department of Corrections, including without limitation:

26 (a) An employee of a county, regional, or city
27 jail or correctional or detention center who is not otherwise employed as an
28 eligible full-time law enforcement officer;

29 (b) A probation or parole officer who is not
30 otherwise employed as an eligible full-time law enforcement officer; or

31 (c) A bailiff;

32 (ii) An auxiliary law enforcement officer;

33 (iii) A part-time law enforcement officer;

34 (iv) A law enforcement officer of the United States
35 Government;

36 (v) An elected law enforcement officer who is:

- 1 (a) Not a certified law enforcement officer;
2 (b) Employed as a law enforcement officer no
3 more than twenty-four (24) hours per week; or
4 (c) Both;
5 (vi) An employee of a law enforcement agency, state
6 agency, or state department who is not primarily involved in law enforcement;
7 (vii) A law enforcement officer who is currently
8 pending decertification as a law enforcement officer; or
9 (viii) A law enforcement officer primarily employed
10 as a law enforcement officer by an educational institution, including a
11 public or private:
12 (a) Prekindergarten school;
13 (b) Primary school;
14 (c) Secondary school; or
15 (d) Institution of higher education;
16 (3) "Eligible local law enforcement agency" means the following
17 that employ an eligible full-time law enforcement officer:
18 (A) An Arkansas county; or
19 (B) An Arkansas municipal police department;
20 (4) "Eligible state law enforcement agency" means the Department
21 of Public Safety and the Department of Corrections;
22 (5) "Part-time law enforcement officer" means a person who:
23 (A) Is employed by and receives a salary authorized by a
24 law enforcement agency;
25 (B) Has the statutory authority to enforce the criminal,
26 traffic, or highway laws of this state; and
27 (C) Is employed as a law enforcement officer no more than
28 twenty-four (24) hours per week;
29 (6) "Retirement of the eligible full-time law enforcement
30 officer" means that an eligible full-time law enforcement officer has ceased
31 employment as an eligible full-time law enforcement officer with an eligible
32 local law enforcement agency or eligible state law enforcement agency and is
33 scheduled or otherwise approved by the applicable retirement system or plan
34 to draw retirement benefits as a retired eligible full-time law enforcement
35 officer; and
36 (7) "Specialized police personnel" means a full-time or part-

1 time law enforcement officer authorized by statute or employed by a law
2 enforcement agency whose duty as prescribed by law or ordinance is enforcing
3 some part of the criminal or highway laws of this state and whose authority
4 is limited to the facility or area in which he or she works.

5 (c)(1) Subject to an appropriation provided by the General Assembly,
6 an eligible full-time law enforcement officer who is:

7 (A) Employed by an eligible state law enforcement agency
8 or an eligible local law enforcement agency on July 1, 2022, is eligible to
9 receive a one-time salary stipend as described under subsection (g) of this
10 section upon verification of eligibility for the salary stipend by the
11 Division of Law Enforcement Standards and Training; or

12 (B) First employed by an eligible local law enforcement
13 agency or an eligible state law enforcement agency after July 1, 2022, but on
14 or before January 31, 2023, shall receive a one-time salary stipend as
15 described under subsection (g) of this section upon certification to the
16 division by the eligible local law enforcement agency or eligible state law
17 enforcement agency that the eligible full-time law enforcement officer is
18 currently employed by the eligible local law enforcement agency or eligible
19 state law enforcement agency as a full-time law enforcement officer at the
20 time of certification to the division.

21 (2) An eligible local law enforcement agency is required as a
22 condition of receiving funding for the salary stipends provided for under
23 this section to:

24 (A) Proactively request to the division for the salary
25 stipend funds to be distributed to an eligible full-time law enforcement
26 officer;

27 (B) Acknowledge that:

28 (i) The funding provided for under this section is a
29 one-time disbursement and that request for and subsequent receipt of funding
30 for the salary stipends does not in any manner entitle the eligible local law
31 enforcement agency for additional funding for future salary stipends; and

32 (ii) If the funds are received by the eligible local
33 law enforcement agency, the state is no longer responsible to an individual
34 eligible full-time law enforcement officer who is employed by the eligible
35 local law enforcement agency for payment of the salary stipend provided for
36 under this section;

1 (C) Adjust the eligible local law enforcement agency's
2 budget to permit the disbursement of the salary stipends to the eligible
3 local law enforcement agency's full-time law enforcement officers as the
4 local governing body requires; and

5 (D) Agree to being subject to audit by Arkansas
6 Legislative Audit concerning the request for, receipt of, and disbursement of
7 the salary stipend funding.

8 (d)(1) Between July 1, 2022, and August 1, 2022, an eligible local law
9 enforcement agency or an eligible state law enforcement agency that requests
10 funding for the salary stipends provided for under this section shall provide
11 a certification on a form provided by the division that identifies each
12 eligible full-time law enforcement officer employed by the eligible local law
13 enforcement agency or eligible state law enforcement agency as a full-time
14 law enforcement officer on July 1, 2022.

15 (2) The form shall be signed by the chief law enforcement
16 officer of the eligible local law enforcement agency or eligible state law
17 enforcement agency and shall include:

18 (A) The name of the eligible full-time law enforcement
19 officer;

20 (B) The date the eligible full-time law enforcement
21 officer began his or her current employment with the eligible local law
22 enforcement agency or eligible state law enforcement agency as a full-time
23 law enforcement officer; and

24 (C) Any other information required by the division to
25 properly verify eligibility for the salary stipend provided for by this
26 section.

27 (e) As soon as practicable, an eligible local law enforcement agency
28 or an eligible state law enforcement agency that employs an eligible full-
29 time law enforcement officer after July 1, 2022, but on or before January 31,
30 2023, shall provide the form under subdivision (d)(1) of this section to the
31 division for the eligible full-time law enforcement officer.

32 (f) The division shall:

33 (1) Deny any form received under this section from an eligible
34 local law enforcement agency or eligible state law enforcement agency for an
35 eligible full-time law enforcement officer first employed as a full-time law
36 enforcement officer after January 31, 2023;

1 (2) Deny any form received under this section from an eligible
2 local law enforcement agency or eligible state law enforcement agency if the
3 form is received after June 1, 2023;

4 (3) Verify that each full-time law enforcement officer certified
5 to the division as eligible for the salary stipend satisfies the employment,
6 training, and other requirements for eligibility;

7 (4) Provide a certification to the Secretary of the Department
8 of Finance and Administration that includes the following information:

9 (A) The name of each eligible local law enforcement agency
10 and eligible state law enforcement agency employing an eligible full-time law
11 enforcement officer;

12 (B) The name of any eligible full-time law enforcement
13 officer employed by an eligible local law enforcement agency or an eligible
14 state law enforcement agency that qualifies for the salary stipend provided
15 for by this section; and

16 (C) Any other information required by the secretary to
17 properly issue payments to an eligible local law enforcement agency or an
18 eligible state law enforcement agency under this section; and

19 (5) Adopt a form to be signed by an eligible full-time law
20 enforcement officer prior to receiving the salary stipend acknowledging that
21 the eligible full-time law enforcement officer:

22 (A) Has read the requirements to receive and retain the
23 salary stipend;

24 (B) Satisfies the requirements of this section to receive
25 the salary stipend; and

26 (C) Is required by law to return the salary stipend to the
27 eligible local law enforcement agency or eligible state law enforcement
28 agency issuing the salary stipend should he or she fail to comply with the
29 requirements to retain the salary stipend.

30 (g)(1) The secretary, in his or her capacity as Chief Fiscal Officer
31 of the State, shall:

32 (A) Transfer funds from the Law Enforcement Stipend Grant
33 Sub-fund in the Miscellaneous Agencies Fund Account for use in issuing
34 payments to an eligible local law enforcement agency or an eligible state law
35 enforcement agency under this section;

36 (B) Issue a salary stipend to each eligible local law

1 enforcement agency equal to:

2 (i) Five thousand dollars (\$5,000) for each eligible
3 full-time law enforcement officer certified by the division and employed by
4 that eligible local law enforcement agency as a full-time law enforcement
5 officer; and

6 (ii) The employer's matching share of Social
7 Security and Medicare taxes due on that salary stipend as required by federal
8 law in effect on January 1, 2022;

9 (C) Initiate a fund transfer for a salary stipend to the
10 appropriate state agency fund for an eligible state law enforcement agency
11 employing a full-time law enforcement officer, as follows:

12 (i) The fund transfer shall be equal to:

13 (a) Two thousand dollars (\$2,000) for each
14 eligible full-time law enforcement officer certified by the division and
15 employed by that eligible state law enforcement agency unless the eligible
16 full-time law enforcement officer has the primary job responsibility of
17 supervising parolees and probationers, in which case the amount is five
18 thousand dollars (\$5,000); and

19 (ii) The employer's matching share of Social
20 Security and Medicare taxes due on that salary stipend as required by federal
21 law in effect on January 1, 2022; and

22 (D) Deny payment of the salary stipend based on a
23 certification form received from the division after June 15, 2023.

24 (2) An eligible full-time law enforcement officer shall not be
25 awarded more than one (1) salary stipend under this section even if the
26 eligible full-time law enforcement officer is employed by more than one (1)
27 eligible local law enforcement agency or eligible state law enforcement
28 agency during the applicable time period described under this section.

29 (h) Both an eligible local law enforcement agency and an eligible
30 state law enforcement agency shall:

31 (1) Pay the salary stipend under this section to an eligible
32 full-time law enforcement officer in the eligible full-time law enforcement
33 officer's next paycheck or as soon as practicable following receipt of funds
34 from the secretary;

35 (2) Withhold from the salary stipend income taxes, the
36 employee's share of Social Security and Medicare taxes, and any other

1 withholdings required by state or federal law or required by court order;

2 (3) Verify that salary stipends are only issued to persons
3 meeting the eligibility requirements of this section; and

4 (4) Shall not use the funds under this section for any other
5 purpose.

6 (i)(1) Funds received under this section shall be returned to the
7 secretary by the eligible local law enforcement agency or eligible state law
8 enforcement agency if it is later determined that a person certified by the
9 division as eligible for the salary stipend was actually ineligible for the
10 salary stipend.

11 (2) A person who receives the salary stipend provided for by
12 this section who is subsequently decertified as a law enforcement officer
13 shall immediately return the salary stipend to the eligible local law
14 enforcement agency or eligible state law enforcement agency issuing the
15 salary stipend if the decertification becomes effective within one hundred
16 eighty (180) days of the date the person received the salary stipend.

17 (3) An eligible full-time law enforcement officer who receives
18 the salary stipend provided for by this section and who resigns his or her
19 employment or ceases to be employed with an eligible local law enforcement
20 agency or an eligible state law enforcement agency within one hundred eighty
21 (180) days of receiving the salary stipend shall immediately return the
22 salary stipend to the eligible local law enforcement agency or eligible state
23 law enforcement agency issuing the salary stipend unless the resignation or
24 cessation of employment occurred:

25 (A) To immediately accept employment as an eligible full-
26 time law enforcement officer with another eligible local law enforcement
27 agency or an eligible state law enforcement agency;

28 (B) As a result of the death of the eligible full-time law
29 enforcement officer;

30 (C) As a result of the retirement of the eligible full-
31 time law enforcement officer;

32 (D) Due to a medical necessity of the eligible full-time
33 law enforcement officer or a member of the eligible full-time law enforcement
34 officer's family; or

35 (E) For reasons beyond the eligible full-time law
36 enforcement officer's control.

1 (4) An eligible local law enforcement agency or an eligible
2 state law enforcement agency that receives a return of a salary stipend under
3 subdivision (i)(2) or subdivision (i)(3) of this section shall return the
4 returned salary stipend to the secretary immediately following receipt of the
5 returned salary stipend.

6 (5)(A) If the division or the secretary determines that an
7 eligible local law enforcement agency of a county, city, or town has failed
8 to properly pay the salary stipend to an eligible full-time law enforcement
9 officer as required by this section or has failed to return a salary stipend
10 returned by an eligible full-time law enforcement officer who was
11 decertified, resigned, or otherwise ceased employment, the division or the
12 secretary shall notify the Treasurer of State.

13 (B) Upon notification under subdivision (i)(5)(A) of this
14 section, the Treasurer of State shall then withhold from the county or
15 municipal aid of the county, city, or town an amount equal to the funds that
16 were improperly paid to the eligible full-time law enforcement officer or not
17 properly returned and shall remit those amounts to the secretary for deposit
18 into the General Revenue Allotment Reserve Fund.

19 (6)(A)(i) An eligible local law enforcement agency that
20 knowingly fails to abide by the requirements of this subsection is subject to
21 an administrative penalty equaling ten percent (10%) of the funds received
22 and wrongfully or improperly returned, plus interest at the rate of ten
23 percent (10%) per annum and any other assessed fees, as determined by the
24 secretary.

25 (ii) Administrative penalties, interest, and fees
26 under subdivision (i)(6)(A)(i) of this section shall be deposited into the
27 General Revenue Allotment Reserve Fund.

28 (B)(i) An appeal from an adverse decision by the secretary
29 concerning the failure to abide by the requirements of this subsection may be
30 made to the Legislative Council, or if the General Assembly is in session,
31 the Joint Budget Committee, which shall proceed with hearing the appeal
32 subject to the rules of the Legislative Council, or if applicable, the Joint
33 Budget Committee.

34 (ii) The Legislative Council or, if applicable,
35 Joint Budget Committee, may issue an advisory opinion as to the validity of
36 the appeal and shall forward the advisory opinion to the Director of the

1 Department of Finance and Administration.

2 (j)(1) By June 30, 2023, an eligible local law enforcement agency or
3 an eligible state law enforcement agency receiving funds under this section
4 shall submit a report to the division certifying that each eligible full-time
5 law enforcement officer who was verified by the division received the salary
6 stipend and the amount paid to each eligible full-time law enforcement
7 officer.

8 (2) The division shall prepare and submit a report containing
9 the data described under subdivision (j)(1) of this section to the cochairs
10 of the Legislative Council no later than October 1, 2023.

11 (k) The division shall promulgate rules establishing a review process
12 to determine:

13 (1) Whether a person was properly denied payment of the salary
14 stipend for failure to satisfy the requirements necessary to qualify as an
15 eligible full-time law enforcement officer; and

16 (2) Whether a person was properly required to return the salary
17 stipend.

18
19 SECTION 3. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS
20 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW. FUNDING
21 TRANSFER. (i) Immediately upon the effective date of this Section or as soon
22 as is practicable, the Chief Fiscal Officer of the State shall transfer on
23 his or her books and those of the State Treasurer and the Auditor of the
24 State the sum of fifty million dollars (\$50,000,000) from the General Revenue
25 Allotment Reserve Fund to the Law Enforcement Stipend Grant Sub-Fund in the
26 Miscellaneous Agencies Fund Account to provide funding exclusively for the
27 Law Enforcement Stipend Grants Appropriation in Section 1 in this Act to be
28 distributed as set out in Law Enforcement Stipend Grants Special Language in
29 Section 2 of this Act.

30 (ii) Any funds not expended in the Law Enforcement Stipend Grant Sub-
31 Fund in the Miscellaneous Agencies Fund Account as established in subsection
32 (i) herein after June 30, 2023 shall be transferred to the General Revenue
33 Allotment Reserve Fund.

34 (iii) The provisions of this section shall be in effect upon passage
35 and approval through June 30, 2023.

36

1 SECTION 4. COMPLIANCE WITH OTHER LAWS. Disbursement of funds
2 authorized by this act shall be limited to the appropriation for such agency
3 and funds made available by law for the support of such appropriations; and
4 the restrictions of the State Procurement Law, the General Accounting and
5 Budgetary Procedures Law, the Revenue Stabilization Law, the Regular Salary
6 Procedures and Restrictions Act, or their successors, and other fiscal
7 control laws of this State, where applicable, and regulations promulgated by
8 the Department of Finance and Administration, as authorized by law, shall be
9 strictly complied with in disbursement of said funds.

10
11 SECTION 5. LEGISLATIVE INTENT. It is the intent of the General
12 Assembly that any funds disbursed under the authority of the appropriations
13 contained in this act shall be in compliance with the stated reasons for
14 which this act was adopted, as evidenced by the Agency Requests, Executive
15 Recommendations and Legislative Recommendations contained in the budget
16 manuals prepared by the Department of Finance and Administration, letters, or
17 summarized oral testimony in the official minutes of the Arkansas Legislative
18 Council or Joint Budget Committee which relate to its passage and adoption.

19
20 SECTION 6. EFFECTIVE DATE. Section 1, 4, and 5 of this act are
21 effective on and after July 1, 2022.

22
23 SECTION 7. EMERGENCY CLAUSE. It is found and determined by the General
24 Assembly of the State of Arkansas that the safety and security of Arkansas
25 citizens and businesses require the presence of a trained workforce of
26 qualified law enforcement officers; that economic conditions have impaired
27 the ability of state and local governments to recruit and retain qualified
28 law enforcement officers; and that Sections 2 and 3 of this act would improve
29 the safety of all citizens by providing immediate financial benefits to
30 encourage the recruitment and retention of qualified law enforcement
31 officers. Therefore, an emergency is declared to exist, and Sections 2 and 3
32 of this act being immediately necessary for the preservation of the public
33 peace, health, and safety shall become effective on:

34 (1) The date of its approval by the Governor;
35 (2) If the bill is neither approved nor vetoed by the Governor,
36 the expiration of the period of time during which the Governor may veto the

1 bill; or

2 (3) If the bill is vetoed by the Governor and the veto is
3 overridden, the date the last house overrides the veto.

4
5 /s/Hickey

6
7
8 **APPROVED: 3/8/22**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
FIRST PRESBYTERIAN CHURCH OF SPRINGDALE IS
DEFENDANT (PROJECT NO. 18BPS12, TRACT 2).**

WHEREAS, the City of Springdale has filed a lawsuit against First Presbyterian Church of Springdale to condemn property owned by the Church for the Har-Ber Avenue Extension Project (48th St. to Gutensohn St.)(Project No. 18BPS12, Tract 2);

WHEREAS, the City of Springdale deposited the sum of \$51,800.00 into the Registry of the Court as estimated just compensation for the full taking of the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$91,800.00 to acquire the lands needed for the project, said amount being based on, but less than, an appraisal conducted on behalf of the Church;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$40,000.00 to acquire the property needed from the Church, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the First Presbyterian Church condemnation lawsuit for the total sum of \$91,800.00, with the additional \$40,000.00 to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

**Springdale v. First United Presbyterian Church of Springdale
(Washington Co. 72CV-21-400)**

Property Address: 100 S. Gutensohn Rd.

Project: #18BPS12

SETTLEMENT OFFER

The following information is provided for settlement purposes only.

Background:

First United Presbyterian Church (“Church”) built its first sanctuary on this property in 1986. A new sanctuary was built in 1992. The property is owned by the 323 formal members of the Church, but it is used and enjoyed by many others in the community, including guests, children participating in sports leagues, and the beneficiaries of community outreach programs. For example, the Church works in conjunction with Crowder College to provide classrooms for primarily Hispanic students who are working toward their GED and then hosts their graduation ceremony. There are 180 graduates expected this year. The Church also hosts an unaffiliated Hispanic ministry, and musical groups and music students. The Church grounds are also designated as a staging area in the event of an emergency at Central Jr. High School.

Over the years, the Church has continually improved and updated its facilities. The Columbarium Memorial Garden was built in 2009, a playground was added around 2010, and a youth wing and kitchen were significantly remodeled in 2018. The green space of the Church grounds in the area of the taking have been valued for many years as a location for youth soccer, softball, t-ball, and baseball teams coached by Church members as their practice field. That natural area is also valued for its use for Church picnics, Easter Egg hunts, and for overflow parking for large Church gatherings like Easter Sunday services and funerals.

While increased traffic flow and road development may be of value to a commercial property that benefits from exposure, the project developments in this case will be detrimental to the Church's activities. The Church used the green space for outdoor gatherings and activities. The road construction resulting from this taking will make these grounds too close to Emma Street traffic for use as ball fields and some other former activities.

Appraisals:

The Reed & Associates appraisers determined that the property was well-suited for numerous potential uses. They concluded that the highest and best use for the property, if vacant, would be residential development. Considering the substantial existing Church improvements, the appraisers concluded that the best use of the property is for religious activities. They appraised the land, not considering any of the structures, at \$406,500. The Reed appraisal was completed on September 1, 2020 and relied on comparable sales from 2017 and 2018. Their comparable sales occurred before the current, unprecedented, rapid increase in real estate values in Springdale. The exposure times of the comparable sales used, which occurred years prior to taking, are much longer than those seen in the current market. The Reed appraisers determined that the total compensation owed for the taking is **\$51,800**.

Mark Risk was retained to prepare an appraisal report for the Church. Mr. Risk is a Certified General Appraiser and Licensed Principal Real Estate Broker. He is a principal at The Real Estate Consultants, Inc. Mr. Risk has worked as an appraiser in Northwest Arkansas since 1979 and taught classes in appraisal courses at the University of Arkansas from 1981 to 2021. He has also served on the Arkansas Appraisers' Licensing and Certification Board. He has performed appraisal services for dozens of banks, mortgage companies, developers, and relocation services. He has also provided appraisal services for many municipalities and governmental agencies, including the City of Springdale.

Mr. Risk used a market value approach to determine the value of the property. His appraisal report valued the property on the date of taking which was March 2, 2021. He relied on three comparable sales from 2021 and one from 2019. He determined that the value of the property, not including improvements, was \$600,000 before the taking, and that total just compensation, including payment for the Temporary Construction Easement, should be \$106,000.

Landowners' Testimony:

The members of the Church will focus their testimony on the negative impact of the taking of a significant portion of their greenspace and the close proximity to traffic from the new road project. These are factors of severance damages causing the remaining property to be less valuable for their uses than it was prior to the project.

Potential Trial Outcome:

Considering the rapid appreciation in real estate values in the area and the detrimental effects of the taking on the Church's property, a judgement at the full amount of Risk's appraisal is more likely than a judgment at the valuation provided by the City's appraisers. A judgment in that amount would result in an additional payment of \$54,200, plus pre-judgment interest and "the costs occasioned by the assessment" (under Ark. Code Ann. §18-15-303(c)) which would be at least \$3,500.00 but could be more as determined by the court. The total judgment would be in the neighborhood of **\$112,000**.

For settlement purposes only, my clients have authorized me to accept valuation of their damages, including severance damages, pre-judgment interest, and the costs of assessment at **\$91,800**. The city has previously tendered \$51,800 of the \$91,800. The total additional compensation for settlement would be **\$40,000.00**.

Appraisal Report

**City of Springdale v. The First United Presbyterian Church of Springdale
Washington County Circuit Court: Case # 72CV-21-400
100 S. Gutensohn Rd.
Springdale, AR 72762
As of March 02, 2021**

Presented To:

**Steve Lisle
1458 Plaza Place
Springdale, AR 72764**

Presented By:

**The Real Estate Consultants
118 N. East Avenue
Fayetteville, AR 72701**

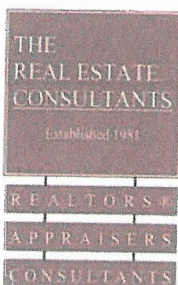
Prepared By:

**Mark E. Risk, GAA
AR State Certified General Appraiser #CG0202**

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File # 21-0084

Transmittal Letter



Date: October 14, 2021

To: Mr. Steve Lisle
1458 Plaza Place
Springdale, AR 72764

Re: *City of Springdale, Arkansas vs. The First United Presbyterian Church of Springdale*
Washington County Circuit Court No. 72CV-21-400 Tract 2

Dear Mr. Lisle:

Per your request, I hereby certify I conducted a survey of matters pertinent to developing an opinion of the **Market Value and Just Compensation** resulting from the acquisition of the subject's partial property takings by the City of Springdale. You are the client and intended user. This report is prepared for your exclusive benefit and may not be relied upon by any other party. Any other party relying on information contained in this document, without express permission, does so at their own risk.

I also certify this appraisal report conforms to Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. The following pages contain data gathered during my investigation, showing the appraisal process in detail with conclusions rendered. Please note this report is subject to stated Assumptions & Limiting Conditions, including any applied Extraordinary Assumptions &/or Hypothetical Conditions.

My primary emphasis was to determine the following:

- Estimate the market value of the subject property before and after the taking
- Ascertain whether severance damages to the remaining property exist due to the taking
- If so, estimate market value loss to subject's remainder property

In the following sections, I analyze relevant facts and apply appropriate appraisal processes to the subject property. After a thorough analysis an opinion of value can be made. Therefore, it is my considered opinion that the Just Compensation due to the property owner as a result of the property taking by the City of Springdale, – **as of the Effective Date of March 2, 2021**, and subject to referenced assumptions and conditions – is as follows:

One Hundred Six Thousand Dollars
\$106,000

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Mark E. Risk', is written over a circular professional seal. The seal contains the text: 'STATE OF ARKANSAS', 'CERTIFIED GENERAL APPRAISER', 'No. CG0202', and 'MARK E. RISK'.

Mark E. Risk, GAA
AR State Certified General Appraiser #CG0202
The Real Estate Consultants, Inc.

Market Value – Before and After the Taking

Value Before the Taking (Land Only)

The Market Data Approach – \$830,000

Value After the Taking (Land Only)

The Market Data Approach – \$757,000

Indicated Just Compensation for Land Taken \$73,000

Allocation of Just Compensation

Land Takings:

Permanent Takings – R-O-W .72± Acre or 31,213 sq. ft. @ \$2.35 sq. ft. =	\$ 73,351
Permanent Utility / Drainage Easement - Appx. .29 ac. or 12,555 sq. ft. @ \$2.35/sq. ft.	<u>\$ 29,504</u>
Subtotal	\$102,855

Severance Damages - Market Loss:

Remainder Land and Improvements	
(Proximity Damage or Severance Damage)	= \$ 0
Subtotal	<u>\$ 0</u>
Total	\$102,855

Compensation Due to Rental of Land for Temporary Construction Easements:

Temporary Construction Easements

Appx. .16 ac. or 6,860 sq. ft. @ \$2.35/sq. ft. x .10 x 2 yrs. = \$3,224

Total Compensation for Temporary Construction Easements	\$ 3,224
---	----------

Total Just Compensation Due for Property Acquisition	\$106,079
---	------------------

Say	\$106,000
-----	------------------

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING FUNDING FOR
REPAIRS/IMPROVEMENTS TO THE HUNTSVILLE
AVENUE RAILROAD CROSSING, PURSUANT TO AN
ADDENDUM TO A RAILROAD CROSSING EASEMENT
AGREEMENT WITH THE ARKANSAS & MISSOURI
RAILROAD COMPANY (AMRR).**

WHEREAS, on October 27, 2021, the City Council for the City of Springdale, Arkansas, passed Resolution No. 135-21, authorizing the Mayor and City Clerk to enter into an Addendum ("the Addendum") to a Railroad Crossing Easement Agreement with the Arkansas & Missouri Railroad Company (AMRR);

WHEREAS, the Addendum provides that the City will fund certain improvements/repairs to existing railroad crossings, and authorizes the Mayor to recommend the contemplated improvements/repairs, and to seek funding approval for the same from the Springdale City Council;

WHEREAS, the City and AMRR have agreed, pursuant to the Addendum, to the scope and estimated costs of improvements/repairs to the Huntsville Avenue AMRR crossing, a copy of which is attached hereto and incorporated by reference;

WHEREAS, the amounts expended by the City associated with the improvements/repairs to the Huntsville Avenue AMRR crossing will be applied towards the City's obligations under the Addendum;

WHEREAS, the City finds that it is in the best interests of the citizens of the City of Springdale to undertake the improvements/repairs to the Huntsville Avenue AMRR crossing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that an amount not to exceed \$290,167.71 is hereby appropriated for the improvements/repairs to the Huntsville Avenue AMRR crossing, and that the amounts expended by the City associated with the improvements/repairs to the Huntsville Avenue AMRR crossing be applied towards the City's obligations under the Addendum.

PASSED AND APPROVED this ____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



Arkansas & Missouri Railroad
306 E. Emma Ave
Springdale, AR 72764

Date: June 13, 2022

To: City of Springdale

Job: Huntsville Ave Crossing - Complete Rehabilitation

Details: Completely rehab E. Huntsville Ave Crossing. Replace to existing dimensions. 23'x23' asphalt approaches (x) 4 approaches, 6" thickness. 85'x5' asphalt between two tracks, 6" thickness. 77.1 Cubic YD of asphalt for road bed.

Material

Item #	Qty	Description	Unit	Unit Price	Line Total
1	146.25	115# OMEGA Concrete Panels	FT	\$ 215.00	\$ 31,443.75
2	125	Asphalt (6" Thickness 23' approach) - unofficial	TN	\$ 125.00	\$ 15,625.00
3	160	12" Asphalt Hot Mix - Road Bed Reubuild	TN	\$ 125.00	\$ 20,000.00
4	8.00	115# (Premium) New Rail	TN	\$ 1,500.00	\$ 12,000.00
5	130	10' Switch Ties	EA	\$ 91.00	\$ 11,830.00
6	260	5.5" Pandrol Plates	EA	\$ 16.00	\$ 4,160.00
7	600	Pandrol Screw Spikes	EA	\$ 3.95	\$ 2,370.00
8	550	Pandrol Clips	EA	\$ 3.25	\$ 1,787.50
9	8	115# New/1/4" Worn Transition Rails	EA	\$ 2,500.00	\$ 20,000.00
10	400	Railroad Ballast	TN	\$ 35.00	\$ 14,000.00
11	160	12" Asphalt Hot Mix - Road Bed Reubuild	TN	\$ 125.00	\$ 20,000.00
12	1	AMRR Mobilization/Permits	LS	\$ 3,500.00	\$ 3,500.00
					\$ 156,716.25
				10% Material O/H	\$ 15,671.63
				Shipping	\$ 5,000.00
				Tax	\$ 15,279.83
				Subtotal (material)	\$ 192,667.71

Labor & Services

Item #	Qty	Description	Unit	Unit Price	Line Total
1	1	Asphalt Contractor - unofficial	LS	\$ 25,000.00	\$ 25,000.00
2	1	Road Closure - unofficial	LS	\$ 15,000.00	\$ 15,000.00
3	2	2 Person Surfacing Crew - 10 HR Day	DY	\$ 2,500.00	\$ 5,000.00
4	7	3 Person Maintenance Crew - 10 HR Day	DY	\$ 3,000.00	\$ 21,000.00
5	7	2 Person Maintenance Crew - 10 HR Day	DY	\$ 2,000.00	\$ 14,000.00
6	7	Excavator Operator - 10 HR Day	DY	\$ 1,250.00	\$ 8,750.00
7	7	10 Ton Boom Operator - 10 HR Day	DY	\$ 1,250.00	\$ 8,750.00
				Subtotal (Labor)	\$ 97,500.00

Prepared by: Jeromy Houchin

Total \$ 290,167.71