

- **The next City Council Committee Meeting will be held on Monday, April 15th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, April 9th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilwoman Amelia Taldo

1. Call to Order – Mayor Doug Sprouse

2. Roll Call –Denise Pearce, City Clerk/Treasurer

3. Recognition of a Quorum

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, March 26th, 2024. Pgs. 58-69**

6. **A Public Hearing on an Ordinance vacating and abandoning two drainage easements. Presented by Ernest Cate, City Attorney.**

7. 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) **11A-11B, and 13** (Motion must be approved by two-thirds (2/3) of the council members).*

8. **Proclamation Presentation.** Presented by Mayor Doug Sprouse.

9. **Luther George Park Update.** Presented by Sam Hollis and Mike Davis, Milestone Construction Company.

10. Appointments and Reappointments

A. **A Resolution** making reappointments to the Shiloh Museum Board of Trustees for the City of Springdale (Anne Greene and Nathan Shinn). Pg. 1

B. **A Resolution** making appointments to the Shiloh Museum Board of Trustees for the City of Springdale. (Jenny Neel and Kim Smith). Pgs. 2-8

C. **A Resolution** making a reappointment to the Springdale Civil Service Commission (Danny McGinley). Presented by Councilman Brian Powell. Pg. 9

D. **A Resolution** making an appointment to the Springdale Civil Service Commission (Terry Page). Presented by Councilman Brian Powell. Pgs. 10-14

E. **A Resolution** approving a reappointment to the Board of Commissioners of the Housing Authority of the City of Springdale (Dusty Graham). Pgs. 15-16

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

A. **An Ordinance** accepting the replat (RP24-04) of lots 5R and 7, Industrial Park Plaza creating lots 7A and 7B, Springdale, Washington County, Arkansas, and Declaring an Emergency. Pgs. 17-20

B. **An Ordinance** accepting the replat (RP24-05) of lots 4 and 5, Palmer-Freeman Addition creating lot 4A, Springdale, Washington County, Arkansas, and Declaring an Emergency. Pgs. 21-24

12. Finance Committee by Chairwoman Amelia Taldo – All items forwarded from Committee with recommendation for approval.

A. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein the R and R Lee Protection Trust is defendant (Project No. 23BPS2, Tract 8). Presented by Ernest Cate, City Attorney. Pgs. 25-27

B. A Resolution authorizing the Mayor and City Clerk to approve a Change Order for additional services to Spackman, Mossop, Michaels for playground bid package. Presented by Ben Peters, Engineering Director. Pgs. 28-29

C. A Resolution authorizing the execution of a Construction Contract for a new playground at Luther George Park. Presented by Ben Peters, Engineering Director. Pgs. 30-33

D. A Resolution authorizing the execution of a Design Contract for Murphy Park Downstream Drainage Upgrade. Presented by Ben Peters, Engineering Director. Pgs. 34-54

13. **An Ordinance** vacating and abandoning two drainage easements on Washington County Tax Parcel No. 815-32871-000, Pursuant to Ark. Code Ann. §14-301-301, et seq., declaring an emergency; and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 55-57

14. Comments from Department Heads.

15. Comments from Council Members.

16. Comments from City Attorney.

17. Comments from Mayor.

18. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING REAPPOINTMENTS
TO THE SHILOH MUSEUM BOARD OF
TRUSTEES FOR THE CITY OF SPRINGDALE**

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the reappointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby reappointed to the Shiloh Museum Board of Trustees with the terms indicated:

<u>Name</u>	<u>Term</u>
Anne Greene	3 rd Term, Year 1 (Term Expires December 2026)
Nathan Shinn	3 rd Term, Year 1 (Term Expires December 2026)

PASSED AND APPROVED this 9th day of April, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION MAKING APPOINTMENTS TO
THE SHILOH MUSEUM BOARD OF TRUSTEES
FOR THE CITY OF SPRINGDALE**

WHEREAS, upon recommendation of the Shiloh Museum Board of Trustees for the City of Springdale, the Mayor has recommended that the appointments listed below be made to the Shiloh Museum Board of Trustees with the terms and expirations dates noted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following individuals are hereby appointed to the Shiloh Museum Board of Trustees with the terms indicated:

<u>Name</u>	<u>Term</u>
Jenny Neel	1 st Term, Year 1 (Term Expires December 2024)
Kim Smith	1 st Term, Year 1 (Term Expires December 2024)

PASSED AND APPROVED this 9th day of April, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Jenny Neel

479.263.4484 · Lowell, AR 72745 · jennyrneel@gmail.com · www.linkedin.com/in/jennyneel

BOARD OF DIRECTORS

Shiloh Museum of Ozark History
118 W Johnson Ave
Springdale, AR 72764

Dear Board of Directors,

I am writing to express my strong interest in joining the Board of Directors of the Shiloh Museum of Ozark History. As a bilingual and Hispanic Patient Coordinator at the Community Clinic in Springdale, AR with a deep passion for preserving and celebrating cultural heritage, I believe I can bring valuable insights and contribute to the mission of the museum in Northwest Arkansas.

Having grown up in a Hispanic household, I have always cherished the rich traditions, stories, and experiences that shape our diverse communities. My role as a Patient Coordinator at the Community Clinic has allowed me to interact with people from various backgrounds, enhancing my ability to connect with individuals from different cultures. I am fluent in both English and Spanish, which I believe will be an asset in fostering inclusivity and engaging with diverse audiences.

Furthermore, I am particularly drawn to the Shiloh Museum's commitment to preserving the history of the Ozark region. The museum's dedication to education, research, and community outreach aligns perfectly with my values and professional aspirations. I am eager to contribute to the strategic planning and decision-making processes that will shape the museum's future and ensure its continued success.

My bilingualism, cultural background, and professional experiences make me well-suited to serve on the Board of Directors. I am passionate about advocating for diversity, equity, and inclusion and promoting cross-cultural understanding. With my skills in community engagement, strategic planning, and project management, I am confident in my ability to contribute fresh perspectives and assist in driving the museum's growth and impact.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' and 'N' intertwined.

Jenny Neel

Jenny Neel

479.263.4484 · Lowell, AR 72745 · jennyrneel@gmail.com · www.linkedin.com/in/jennyrneel

Project Management | Coordinator | Planner | Client Services

Reliable, energetic, resourceful and results-driven professional with 10+ years of experience in diverse project task within the architectural field. Enjoy creative problem solving and working in collaborative environment.

WORK EXPERIENCE

Community Clinic - Springdale Arkansas

03/2023 – PRESENT

Patient Coordinator

Responsible of being the first point of contact for patients within the Clinic, providing cordial greeting and ensuring the patient's needs are met in an effective, positive way.

- Ensure patient information is entered into electronic medical record (EMR) accurately and updated regularly for all patients.
- Collect and process payments, co-pays, and outstanding balances accurately, utilizing the clinic's billing system.
- Schedule and manage appointments, ensuring optimal utilization of clinic resources and efficient patient flow.
- Effectively communicate with patients regarding appointment reminders, rescheduling, and cancellations, ensuring excellent customer service.
- Coordinate with medical staff and assist in managing patient paperwork, including medical records, consent forms, and other necessary documents.
- Handle and resolve patient complaints or concerns promptly and tactfully, escalating issues when necessary.

JR Montajes y Soluciones de Ingenieria - Barranquilla, Colombia

01/2015 – 12/2021

Project Manager

Responsible for managing a team group of 20+ people to develop construction projects while ensuring quality service.

- Headed the completion of 10+ construction projects across Colombia.
- Supervised an on-site workforce including engineers, steel workers, and laborers.
- Negotiated with contractors to create mutually beneficial agreements, reducing construction costs by 15% annually.
- Led work meetings with clients preparing special reports of the current status of the projects according to work schedule and budget.

Avora Construction - Barranquilla, Colombia

04/2013 – 01/2015

Chief Estimator Analyst

Responsible for analyzing drawings, specifications, proposals and other project related documents to prepare time, cost and labor estimates.

- Performed quantity take-offs, develop draft project schedules as needed.

- Estimated the time and cost required to complete projects.
- Communicated with architects, and engineers to clarify the scope of work, materials, and schedule requirements.
- Gathered, classified and maintained project documents as the future reference.

JR Montajes y Soluciones de Ingenieria - *Barranquilla, Colombia*

06/2011 – 01/2013

On-site supervisor

Used strong communication skills to ensure efficient work and keeping track of all on-site activities.

- Responsible of monitoring the discipline and timekeeping contractors and labors in a defined work area.
- Ensured construction activities are on schedule and that conflicts and problems are resolved.
- Monitored staff and educated them on any construction related issues.
- Detected and found solutions for in-site problems.

EDUCATION

Universidad Autonoma del Caribe - *Barranquilla, Colombia*

Bachelor of Architecture – Architecture, February 2010

Universidad Autonoma del Caribe - *Barranquilla, Colombia*

Bachelor of Interior Design – Architecture, December 2007

PROFESSIONAL SKILLS

- Microsoft Office (Word, Excel, PowerPoint, Project) and Google Suite (Docs, Sheets, Slides).
- AutoCAD, Google SketchUp
- Graphic Design
- Social Media: Facebook, Instagram, LinkedIn

VOLUNTEER EXPERIENCE

Hispanic Women's Organization of Arkansas - *Springdale, AR*

03/2022 - PRESENT

Basic and Advanced Computer Instructor

Responsible of teaching basic and advanced computer classes to 20+ students.

- Leading classroom instruction in basic keyboard and internet, Google Docs, Google Slides, Google Excel and Zoom usage.
- Applying positive reinforcement method to redirect negative behaviors
- Developing interesting course plans to meet the academic, intellectual and social base

Crystal Bridges Museum of American Art - *Bentonville, AR*

03/2022 - PRESENT

Museum Guide/Library Guide

- Greet and offer general information, help guests understand options for tours, events and other details for a wonderful Museum experience.

- Welcome library guests, answer general Museum and Museum Library reference questions, and help users locate books and other exhibit related materials in the Library.

Shiloh Museum of Ozark History - Springdale, AR

08/2022 - PRESENT

Library Collection/Front Desk/Special events

- Work in the library and research files assisting the collections staff with special research projects.
- Greet visitors at the front desk and orient them to the building to enhance their visit. Answer telephone and route calls to appropriate staff members.
- Assist staff during special events, greeting event guests and assisting guests with activities throughout the event.

PROFESSIONAL MEMBERSHIPS

- Colombian Society of Architects - SCA (02/2010 – PRESENT)

LANGUAGE COMPETENCIES

- English: fluent (speaking, reading, writing)
- Spanish: native language
- French: intermediate (speaking, reading); basic (writing)
- Italian: basic

Kim M. Smith, Circuit Judge Retired
6517 Tall Oaks Loop South, Springdale, AR 72762
ksmith@elliottsmithlaw.com (479) 530-7474

Family

Wife: Nancy Brandt Smith, retired teacher

Daughter: Layne Smith Keen, Rogers, Ar.

Son: Brandt Smith, Fayetteville, Ar.

Daughter: Gretchen Smith Pharis, Springdale, Ar.

9 Grandchildren

Employment

Law Clerk, 1973-1974 - Washington County Prosecuting Attorney's Office

Deputy Prosecuting Attorney – 1975-1978 - WCPAO

Elected Prosecuting Attorney - 1979-1986 - 4th Judicial District (Washington & Madison Counties)

Circuit Judge – 1987-2012 – 4th Judicial District

Of Counsel, Elliott and Smith Law Firm, Fayetteville, Ar. 2013-present

Education

Joplin Senior High, Joplin Mo. - 1967

University of Missouri, Columbia, Mo. BSBA - 1971

University of Arkansas School of Law, Fayetteville, Arkansas J.D. - 1975

Honors and Awards

1998 Outstanding Trial Judge awarded by Arkansas Trial Lawyers Association

2002 Community Service Award by the Arkansas Judicial Council

2009 Individual Achievement Award by the Northwest Arkansas Martin Luther King, Jr. Planning Committee

2012 Fred Vorsanger Service Above Self Award by The Rotary Club of Fayetteville

2012 Judge of the Year awarded by the Arkansas Association of Defense Counsel

2012-2013 Inaugural Outstanding Jurist Award by the Arkansas Bar and Arkansas Bar Foundation

Professional Associations and Memberships

Past President Arkansas Prosecuting Attorneys Association

Past President and Life Member of the Arkansas Judicial Council

Past President and Organizing Committee of the W.B. Putman American Inn of Court and current member

Past President and current member Washington County Bar Association

Arkansas Bar Association

Community Service

Past President and member The Rotary Club of Fayetteville since 1978

Past Board Member of the Fayetteville Youth Center/Boys and Girls Club of Fayetteville

Past President of the Washington County Historical Society

Past President of the Fayetteville County Club

Military Service

1971-1977 Missouri Army National Guard

RESOLUTION NO. _____

**A RESOLUTION MAKING A REAPPOINTMENT
TO THE SPRINGDALE CIVIL SERVICE
COMMISSION.**

WHEREAS, Danny McGinley currently serves on the Springdale Civil Service Commission with a term that expired on April 1, 2024; and

WHEREAS, Danny McGinley would like to seek reappointment on the Civil Service Commission; and

WHEREAS, the City Council for the City of Springdale finds that Danny McGinley should be reappointed to the Springdale Civil Service Commission for a six-year term from April 1, 2024, to April 1, 2030;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Danny McGinley is hereby reappointed to the Springdale Civil Service Commission for a six-year term running from April 1, 2024, to April 1, 2030.

PASSED AND APPROVED this 9th day of April, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT
TO THE SPRINGDALE CIVIL SERVICE
COMMISSION.**

WHEREAS, Charles Farmer has served on the Springdale Civil Service Commission for many years and has decided to not seek reappointment, and

WHEREAS, Charles Farmer's term expired on April 1, 2024, and

WHEREAS, the City Council for the City of Springdale received and reviewed applications from individuals who expressed interest in serving on the Springdale Civil Service Commission, and

WHEREAS, after review of each applicant, the City Council has chosen to appoint Terry Page to the Springdale Civil Service Commission for a six-year term from April 1, 2024, to April 1, 2030 to fill the newly vacated seat;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Terry Page is hereby appointed to the Springdale Civil Service Commission for a six-year term running from April 1, 2024, to April 1, 2030.

PASSED AND APPROVED this 9th day of April, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

City of Springdale Application Form for Appointment to City Boards, Commissions, and Authorities

Name	Terry Page
Email	terrypage1955@gmail.com
Employer Name/Occupation	Retired
Address	1471 Clear Creek Drive Springdale , Ar, 72764
Phone Number	(479) 601-7286
City of Springdale Length of Residency	36
Are you a registered voter in Arkansas?	Yes
If you are not registered in Arkansas, which state are you registered to vote in?	Arkansas
Please check all boards/commissions/authorities you are interested in serving on:	Civil Service Commission

REFERENCES

Please include two (2) references below:

REFERENCE 1

Name	Tim Mason
Address	2324 East Robinson Springdale , Ar, 72764
Phone Number	(479) 966-7347

REFERENCE 2

Name	Ben Peters
Address	City Administration Springdale , Ar, 72762

Phone Number

(479) 879-4251

Please attach your most recent resume and cover letter with any information that you think would make you a good candidate for this position:



Terry Page Resume_2890.pdf

Signature

Terry Page

TERRY PAGE

1471 Clear Creek Drive, Springdale, Arkansas
(479) 601-7286 TERRYPAGE1955@GMAIL.COM

PROFESSIONAL SUMMARY

- 35+ years in Security & Risk Management to include Law Enforcement
- Strong management and leadership capabilities
- Experience in assessing and identifying risks that could impede the reputation, safety, security of an organization
- Excellent analytical and problem-solving skills
- Ability to read, understand and interpret city code, ordinances, and government laws
- Thorough understanding of policies and best practices of security and risk management
- Retired in October, 2014 with continued presence in the community

WORK EXPERIENCE

Midwest Mall Properties | Fayetteville, AR

Regional Security Manager | January 2007 – October 2014

- Managed and budgeted security department for Arkansas, Oklahoma, and Colorado
- Responsible for all HR, Payroll, and IT activities within the company
- Conducted risk assessments, collecting and analyzing documentation and reports
- Handled all internal investigations
- Reviewed and analyzed employee activity that could uncover fraudulent behavior
- Reported to the COO of Midwest Mall Properties
- Drafted and presented risk reports and proposals to executive leadership and senior staff

The Macerich Company | Fayetteville, AR

Security and Risk Manager | January 1998 – January 2007

- Managed security and risk department for the fourth largest real estate developer in the United States
- Established policies and procedures to identify and address security risks
- Directed training on both regional and local levels
- Budgeted local security department
- Oversaw the day-to-day operations of the security department at the local level, ensuring seamless and effective functioning.

The Rouse Company | Fayetteville, AR

Regional Security and Risk Manager | June 1990 – December 1997

- Managed security and risk department for the third largest real estate developer in the United States
- Supervised and facilitated training at regional and local levels
- Budgeted both regional and local security departments
- Reported to the Senior VP of Corporate Security

TERRY PAGE

Washington County Sheriff's Office | Fayetteville, AR

Detective Sergeant | October 1987 – June 1990

- Supervised a team of Detectives, providing guidance in managing challenging and unconventional investigations, along with intricate follow-up interviews
- Collaborated with prosecuting attorneys in preparing cases, offering testimony for jury proceedings and trials
- Conducted and actively participated in surveillance and undercover investigations, ensuring comprehensive coverage of cases
- Monitored staffing levels and workload within the Detective Division, optimizing operational efficiency
- Assumed command of investigative activities during major or serious crimes, coordinating efforts of all police department personnel at the scene
- Conducted disciplinary and internal affairs investigations, maintaining a fair and objective approach
- Maintained organized investigative files, fingerprint records, and managed the disposal of evidence materials and property files in accordance with legal and departmental protocols
- Prepared and submitted periodic reports and records detailing Detective Division activities
- Actively participated in departmental planning activities, contributing to strategic initiatives and overall operational excellence

Patrolman | June 1981 – October 1987

- Responsible for enforcing the law and protecting the public
- Detected and prevented crimes, and completed assignments from supervisor
- Investigated reports of criminal activity
- Interviewed victims and witnesses
- Gathered and submitted evidence for processing
- Interrogated suspects and arrested suspected offenders
- Participated in community safety programs to implement preventative methods to stop crime
- Completed files and reports after incidences occurred
- Cultivates positive relationships between the police force and the community, promoting mutual understanding and trust among residents and civilians

Fayetteville Police Department | Fayetteville, AR

Patrolman | June 1978 – June 1981

- Directed and escorted traffic, operates traffic radar monitoring equipment and issues traffic citations
- Conducted investigations of traffic accidents and crimes against persons and property

EDUCATION AND TRAINING

North Arkansas Community College | 1976 – 1981

Bachelor of Science in Business Administration

- Arkansas Law Enforcement Training Academy Class 1980-A

Additional Certification and Training

- Numerous law enforcement classes throughout career
- Basic and Intermediate Certificates from ALETA

RESOLUTION NO._____

**A RESOLUTION APPROVING A
REAPPOINTMENT TO THE BOARD OF
COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF SPRINGDALE**

WHEREAS, Dusty Graham currently serves on the Housing Authority Commission with a term set to expire on April 30, 2024, and

WHEREAS, the Board members of the Housing Authority of the City of Springdale, Arkansas, serve a term of five years; and

WHEREAS, the Board of Commissioners has recommended the reappointment of Dusty Graham to the Springdale Housing Authority Commission, and

WHEREAS, the Board of Commissioners of the Housing Authority, under authority of Arkansas Code 14-169-208, passed and approved Resolution No. 797-24 on March 27, 2024, reappointing Dusty Graham, subject to the approval of the City Council, for a five-year term that will expire April 30, 2029.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Dusty Graham to the Board of Commissioners of the Housing Authority is hereby approved with a term set to expire on April 30, 2029.

PASSED AND APPROVED this 9th day of April, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



SPRINGDALE HOUSING AUTHORITY

P.O. Box 2085 5 Applegate Drive, Springdale, Ar. 72765
Phone: 479-751-0560 Fax: 479-756-8059 TTY/TDD 800-285-1131 or 711

Resolution 797-24

CERTIFICATE OF REAPPOINTMENT

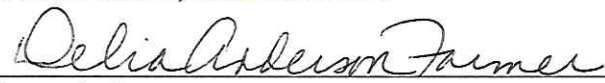
We the Commissioners for the Housing Authority of the City of Springdale, Arkansas, by virtue of the Authority vested in us by the Act to Provide a Method of Filling Vacancies on Municipal Housing Authority Boards, Code 114-169-208. Appointment, etc., of commissioners, employees, do hereby re-appoint Dusty Graham as a Commissioner of the Housing Authority of the City of Springdale, Arkansas, for a term beginning April 30, 2024 and to expire on April 30, 2029.

IN WITNESS WHEREOF, we have hereunto signed our names as Commissioners of the Housing Authority of the City of Springdale, Arkansas, and cause the official Corporate Seal of said Authority of Springdale, Arkansas, to be attached hereto this 27th day of March, 2024.





Commissioner, ~~Vice~~ Chairman



Commissioner

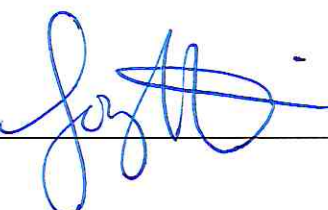


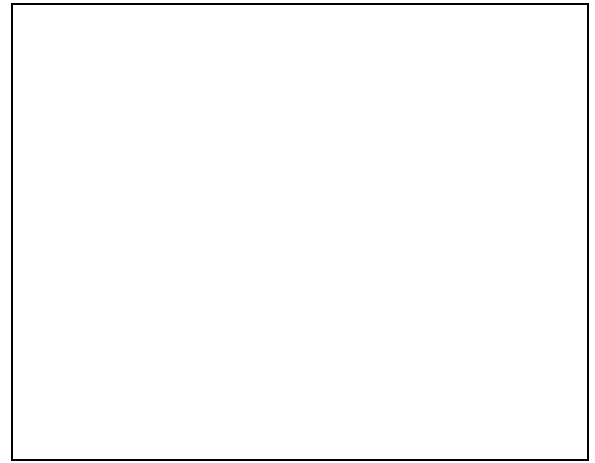
Commissioner



Commissioner

Commissioner

ATTEST:  Secretary



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE REPLAT (RP24-04) OF LOTS 5R AND 7, INDUSTRIAL PARK PLAZA CREATING LOTS 7A AND 7B, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 5R OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER REPLAT OF LOTS 5 & 6 INDUSTRIAL PARK PLAZA, RECORDED IN PLAT RECORD 16-114 OF THE OFFICIAL RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

AND

LOT 7 OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER FINAL PLAT RECORDED IN PLAT RECORD 9-45 OF THE OFFICIAL RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat (RP24-04) as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat (RP24-04) and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 5R AND 7, INDUSTRIAL PARK PLAZA CREATING LOTS 7A AND 7B to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT (RP24-04) OF LOTS 5R AND 7, INDUSTRIAL PARK PLAZA CREATING LOTS 7A AND 7B as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

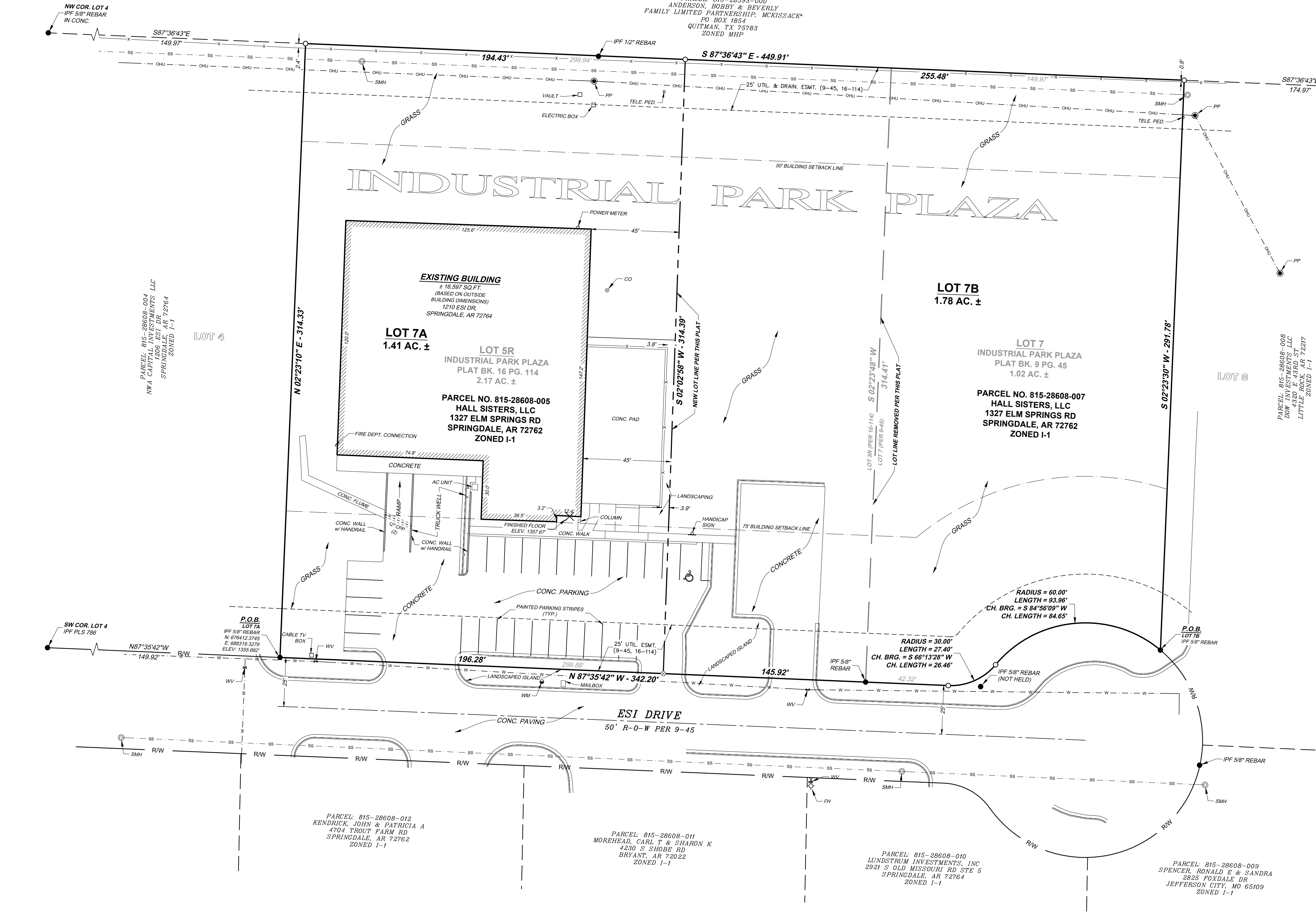
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



NOTES:
1. NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.

LEGEND	
—	PROPERTY LINE
- - -	NEW LOT LINE
- - -	REMOVED LOT LINE
- - -	ADJACENT OWNER
- - -	EASEMENT (AS NOTED)
- - -	RIGHT-OF-WAY
- - -	BUILDING SETBACK LINE (B.S.L.)
- - -	CENTERLINE OF ROAD
- - -	FENCE LINE
- - -	OVERHEAD UTILITIES
- - -	SANITARY SEWER LINE
- - -	WATER LINE
●	P.O.C. POINT OF COMMENCEMENT
●	P.O.B. POINT OF BEGINNING
●	IPF - IRON PIN FOUND (AS NOTED)
○	IRON PIN SET w/ CAP "PLS 1156"
⊙	SET "MAG" NAIL
⊙	SANITARY SEWER MANHOLE (SMH)
⊙	CLEANOUT (CO)
⊙	WATER METER (WM)
⊙	FIRE HYDRANT (FH)
⊙	WATER VALVE (WV)
⊙	POWER POLE (PP)

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH, AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	CITY CLERK
	MAYOR
APPROVAL FOR RECORDING	DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION
COMMISSION	SECRETARY, PLANNING COMMISSION
	CHAIRMAN, PLANNING COMMISSION
WATER AND SEWER	ENGINEER SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE	CITY ENGINEER

RESOLUTION:

THE UNDERSIGNED HAS AUTHORITY TO EXECUTE THE CERTIFICATE OF TRANSMITTAL, OWNERSHIP AND ORDINANCE.

AUTHORIZED REPRESENTATIVE
HALL SISTERS, LLC

CERTIFICATION OF TRANSMITTAL, OWNERSHIP AND ORDINANCE.

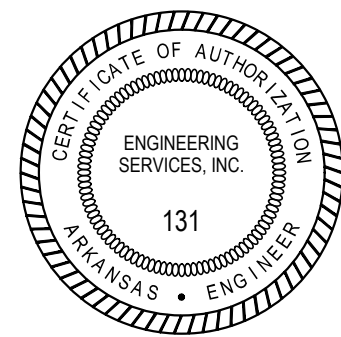
THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____.

AUTHORIZED REPRESENTATIVE
HALL SISTERS, LLC

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2024.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



RP24-04

RECORDING INFORMATION



OWNER: HALL SISTERS, LLC
1327 ELM SPRINGS RD
SPRINGDALE, AR 72762

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 262
SPRINGDALE, AR 72765

WORK ORDER #: 23910

CITY ZONING: I-1 (LIGHT INDUSTRIAL DISTRICT)

SETBACKS: FRONT - 75'
SIDE - 0'
REAR - 50'

REVISION	DATE	DESCRIPTION
1	3/21/24	REVISED PER CITY COMMENTS

REPLAT - LOTS 5R & 7
OF INDUSTRIAL PARK PLAZA
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

SCALE: 1"=30' DATE: March 21, 2024 DRAWN BY:KID/RR

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

W.O.# 23910 SHEET 1/1

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 263,454 FEET.

FEMA FLOOD PLAIN ZONE:

THIS PROPERTY IS NOT WITHIN A FLOOD PLAIN ZONE AS SHOWN ON THE F.I.R.M. MAP # 05143C0080G, PANEL 90 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED, JANUARY 25, 2024.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, WAS OBSERVED BY THE SURVEYOR ON-SITE AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE G.I.S. ONLY. THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- WARRANTY DEED: HALL SISTERS, LLC, RECORDED JUNE 10, 2016, FILE NO. 2016-16075.
- WARRANTY DEED: HALL SISTERS, LLC, RECORDED AUGUST 10, 2016, FILE NO. 2016-23917.
- FINAL PLAT OF INDUSTRIAL PARK PLAZA: BY ENGINEERING SERVICES, INC., OSCAR M. HALL, AR PLS NO. 263, RECORDED DECEMBER 17, 1984, PLAT BOOK 9 PAGE 45.
- REPLAT OF LOTS 5 & 6 OF INDUSTRIAL PARK PLAZA: BY ENGINEERING SERVICES, INC., DON A. SMITH, AR PLS NO. 786, RECORDED OCTOBER 2, 2000, PLAT BOOK 16 PAGE 114.

LEGAL DESCRIPTION LOT 5R (PARCEL NO. 815-28608-005):

LOT 5R OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER REPLAT OF LOTS 5 & 6 INDUSTRIAL PARK PLAZA, RECORDED IN PLAT RECORD 16-114 OF THE OFFICIAL RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

LEGAL DESCRIPTION LOT 7 (PARCEL NO. 815-28608-007):

LOT 7 OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER FINAL PLAT RECORDED IN PLAT RECORD 9-45 OF THE OFFICIAL RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

SURVEY DESCRIPTION LOT 7A:

PART OF LOT 5R OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER REPLAT OF LOTS 5 & 6 INDUSTRIAL PARK PLAZA, RECORDED IN PLAT RECORD 16-114 OF THE OFFICIAL RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5R, SAID POINT BEING A FOUND 5/8 INCH REBAR, THENCE ALONG THE WEST LINE OF SAID LOT 5R, N02°23'10"E A DISTANCE OF 314.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 5R AND A SET IRON PIN WITH CAP "PLS 1156", THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID LOT 5R, S87°38'43"E A DISTANCE OF 194.43 FEET TO A SET IRON PIN WITH CAP "PLS 1156", THENCE LEAVING SAID NORTH LINE, S02°02'58"W A DISTANCE OF 314.39 FEET TO A SET "MAG" NAIL WITH WASHER "PLS 1156" ON THE SOUTH LINE OF SAID LOT 5R, THENCE ALONG SAID SOUTH LINE, N87°35'42"W A DISTANCE OF 196.28 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1.41 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

SURVEY DESCRIPTION LOT 7B:

LOT 7 OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER FINAL PLAT RECORDED IN PLAT RECORD 9-45 AND PART OF LOT 5R OF INDUSTRIAL PARK PLAZA, SPRINGDALE, ARKANSAS, AS PER REPLAT OF LOTS 5 & 6 INDUSTRIAL PARK PLAZA, RECORDED IN PLAT RECORD 16-114, BOTH OF THE OFFICIAL RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

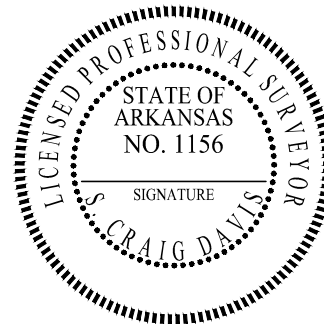
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, SAID POINT BEING A FOUND 5/8 INCH REBAR, THENCE ALONG THE SOUTH LINE OF SAID LOT 7 AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 93.96 FEET AND A CHORD BEARING AND DISTANCE OF S84°56'09"W - 84.65 FEET TO A SET IRON PIN WITH CAP "PLS 1156", THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 27.40 FEET AND A CHORD BEARING AND DISTANCE OF S86°13'28"W - 26.46 FEET TO A SET IRON PIN WITH CAP "PLS 1156", THENCE CONTINUING ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 5R, N87°35'42"W A DISTANCE OF 145.92 FEET TO A SET "MAG" NAIL WITH WASHER "PLS 1156", THENCE LEAVING SAID SOUTH LINES, N02°02'58"E A DISTANCE OF 314.39 FEET TO A SET IRON PIN WITH CAP "PLS 1156" ON THE NORTH LINE OF SAID LOT 5R, THENCE ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID LOT 7, S87°38'43"E A DISTANCE OF 255.48 FEET TO A SET IRON PIN WITH CAP "PLS 1156" AT THE NORTHEAST CORNER OF SAID LOT 7, THENCE LEAVING SAID NORTH LINES AND ALONG THE EAST LINE OF SAID LOT 7, S02°02'59"W A DISTANCE OF 291.78 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1.78 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

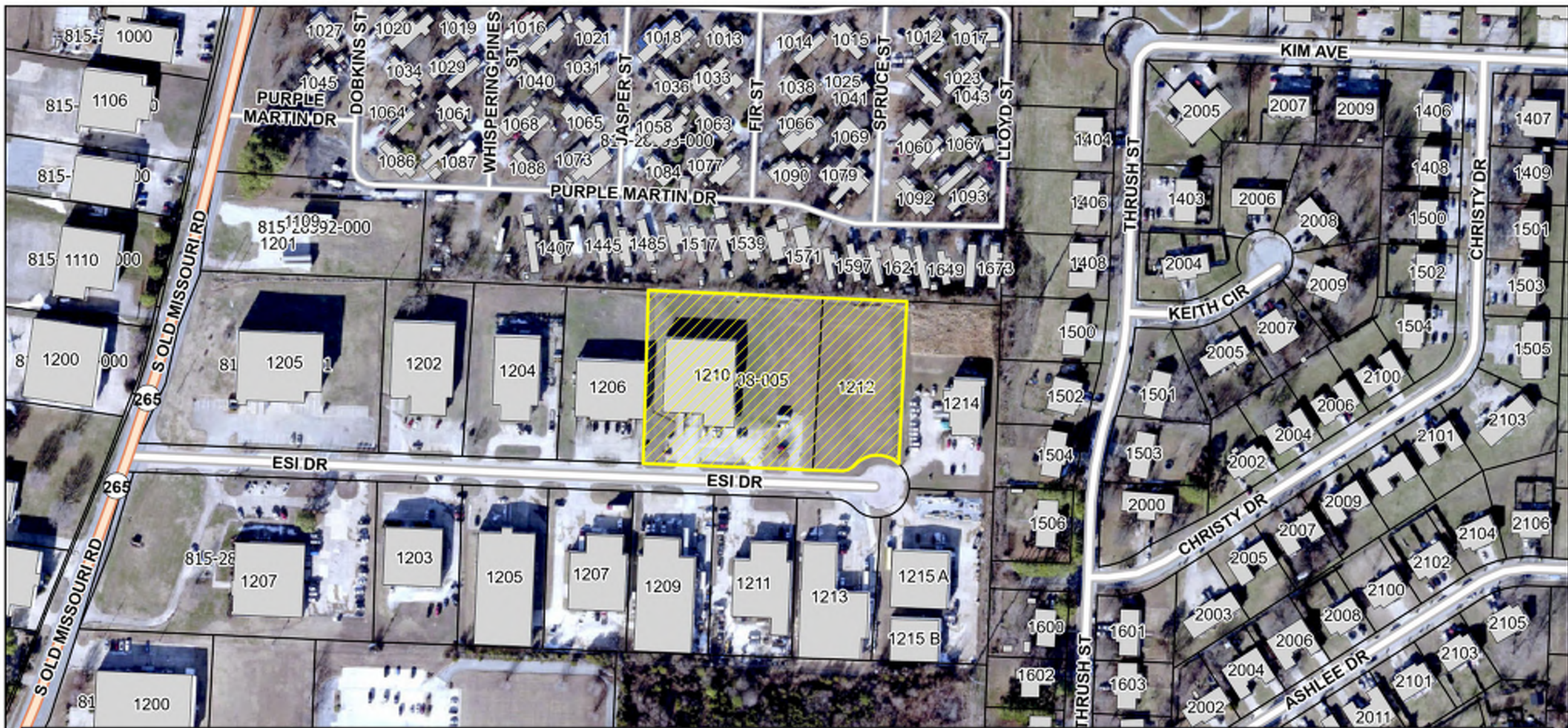
SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE THIS DAY COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY CORRECTLY ESTABLISHED, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. I FURTHER DECLARE THAT THIS SURVEY MEETS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, PER THE STATE OF ARKANSAS.

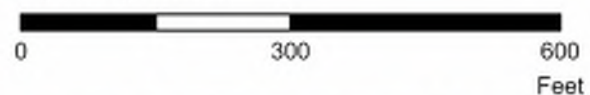
S. CRAIG DAVIS, L.P.S. NO. 1156, AR.

DATE





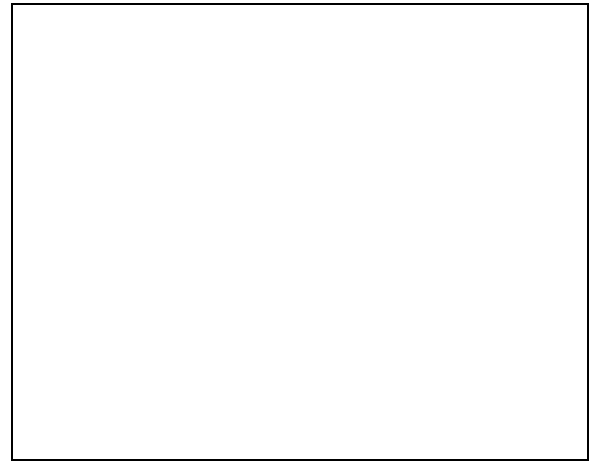
Planning Commission Meeting
April 2, 2024



PROJECT: RP24-04
APPLICANT: Industrial Park Plaza
LOCATION: 1210 ESI Dr
REQUEST: Replat



SPRINGDALE™
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE REPLAT (RP24-05) OF LOTS 4 AND 5, PALMER-FREEMAN ADDITION CREATING LOT 4A, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat (RP24-05) as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat (RP24-05) and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 4 AND 5, PALMER-FREEMAN ADDITION CREATING LOT 4A to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the REPLAT (RP24-05) OF LOTS 4 AND 5, PALMER-FREEMAN ADDITION CREATING LOT 4A as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

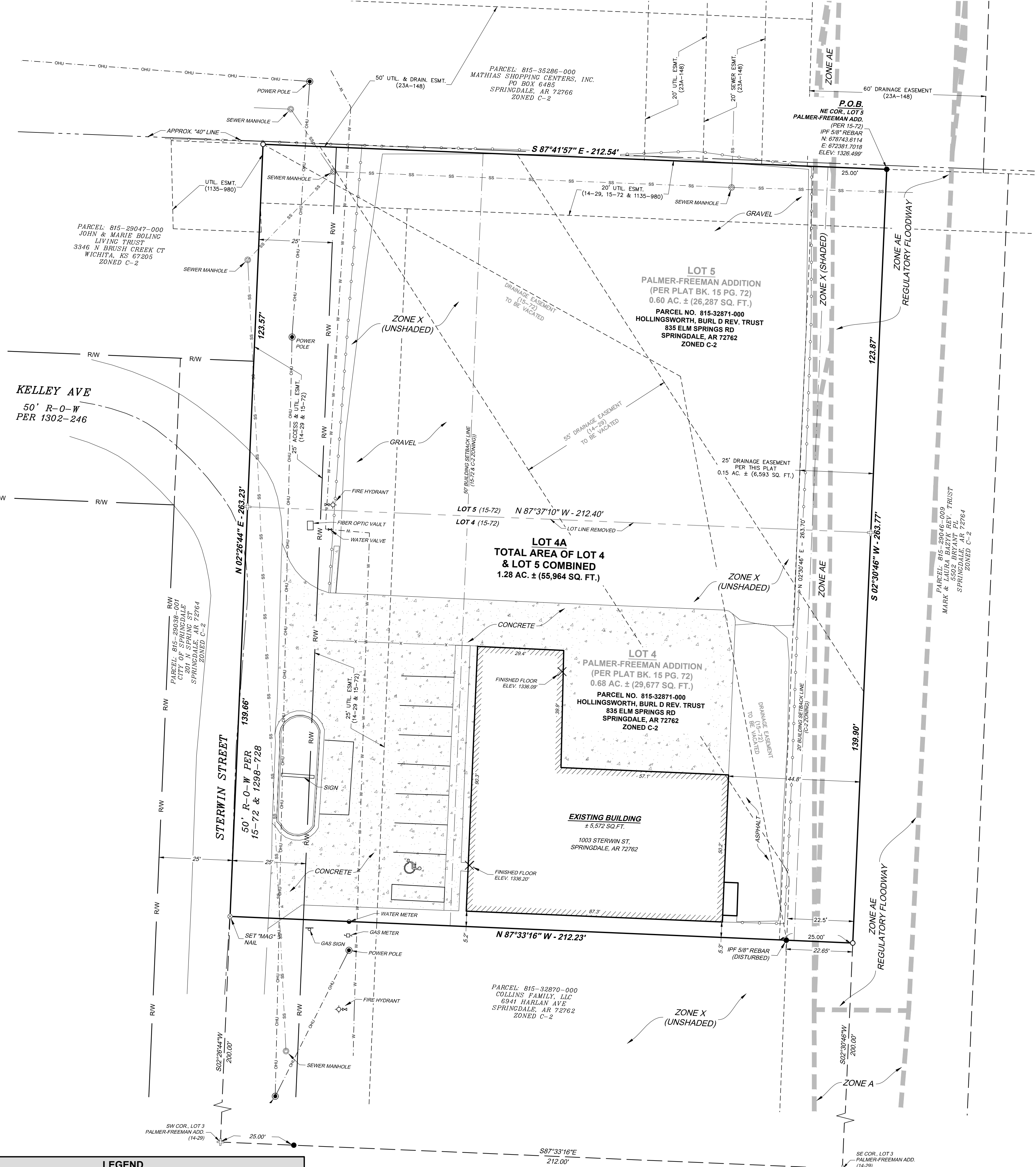
ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

LEGEND	
—	PROPERTY LINE
- - -	SECTION "40" LINE
- - -	ADJACENT OWNER
- - -	EASEMENT (AS NOTED)
R/W	RIGHT-OF-WAY
- - -	BUILDING SETBACK LINE (B.S.L.)
- - -	CENTERLINE OF ROAD
x	WIRE FENCE LINE
- - -	CHAIN LINK FENCE
- - -	OVERHEAD UTILITIES
- - -	SANITARY SEWER LINE
- - -	WATER LINE
●	IPF - IRON PIN FOUND (AS NOTED)
○	IRON PIN SET W/ CAP "PLS 1156"
⊕	SET "MAG" NAIL
⊕	COMPUTED POINT
⊕	SANITARY SEWER MANHOLE (SMH)
⊕	WATER METER (WM)
⊕	FIRE HYDRANT (FH)
⊕	WATER VALVE (VV)
⊕	GAS METER (GM)
⊕	POWER POLE (PP)



NOTES:

- NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENT.
- THIS PROJECT HAS ASSOCIATED VARIANCES E24-27 & E24-28.

CERTIFICATE OF ACCEPTANCE:

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAIN TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	CITY CLERK
	MAYOR
APPROVAL FOR RECORDING	DIRECTOR, PLANNING AND COMMUNITY DEVELOPMENT DIVISION
COMMISSION	SECRETARY, PLANNING COMMISSION
	CHAIRMAN, PLANNING COMMISSION
WATER AND SEWER	ENGINEER, SPRINGDALE WATER UTILITIES
STREETS AND DRAINAGE	CITY ENGINEER

CERTIFICATION OF TRANSMITTAL, OWNERSHIP AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMIT THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. THE UNDERSIGNED CERTIFY THAT THE PLATTING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VARIATED PURSUANT TO APPLICABLE LOCAL OR OTHER LAW. THE UNDERSIGNED FURTHER CERTIFY THAT THE REQUIRED ORDINANCE OF ACCEPTANCE IS IN ORDER HAVING BEEN APPROVED BY THE CITY ATTORNEY ON _____.

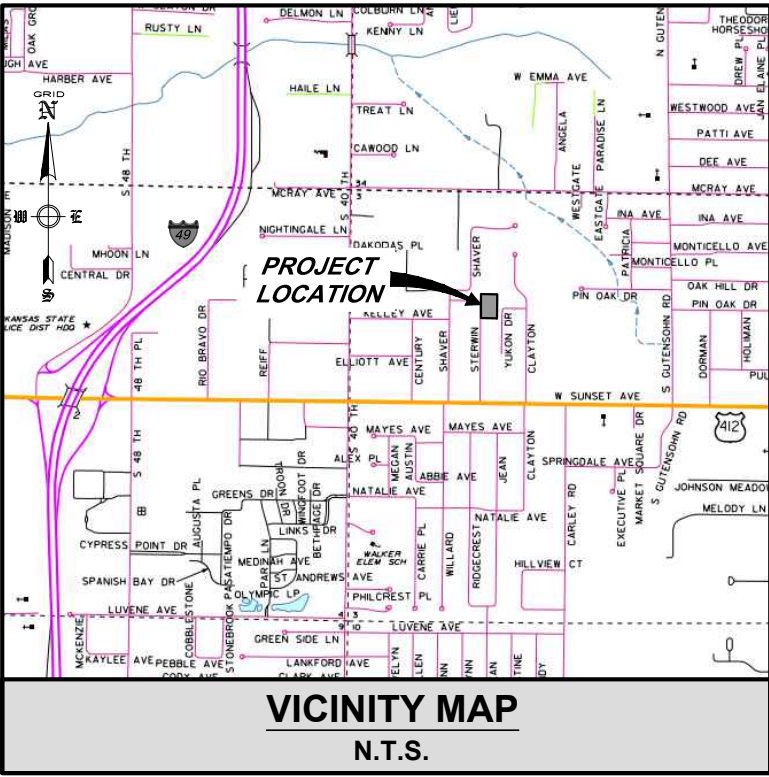
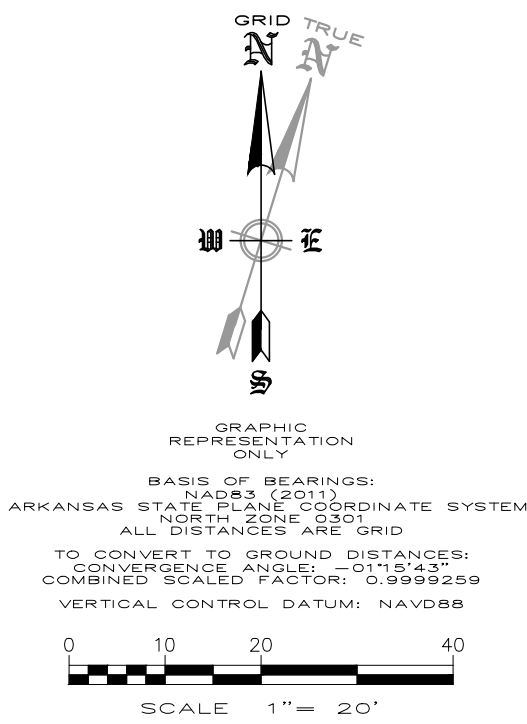
BURL D. HOLLINGSWORTH, TRUSTEE OF THE BURL D. HOLLINGSWORTH REVOCABLE TRUST
 SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____.
 MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

DRAINAGE EASEMENT DESCRIPTION:

PART OF LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING A FOUND 5/8 INCH REBAR; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S02°30'46"W A DISTANCE OF 263.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N87°33'16"W A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID SOUTH LINE, N02°30'46"E A DISTANCE OF 263.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, S87°41'57"E A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.15 ACRES (6,593 SQUARE FEET), MORE OR LESS.



SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 320,221 FEET.

FEMA FLOOD PLAIN ZONE:

A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "AE", DESIGNATED AS AN AREA WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE ANNUAL CHANCE FLOOD (100 YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "X", (GRAY SHADED) DESIGNATED AS AN AREA OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVES FROM 1% ANNUAL CHANCE FLOOD. A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "Y", (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN, ALL AS SHOWN ON THE F.I.R.M. MAP # 05143C0070G, PANEL 70 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, WAS OBSERVED BY THE SURVEYOR ON-SITE AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE G.I.S. ONLY.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

- WARRANTY DEED:** BURL D. HOLLINGSWORTH REVOCABLE TRUST, RECORDED JANUARY 12, 2007, FILE NO. 2007-1476.
- FINAL PLAT FOR PALMER-FREEMAN ADDITION:** BY NORTHWEST ENGINEERS, ALVIN G. HARRIS, AR PLS NO. 931, RECORDED AUGUST 16, 1995, PLAT BOOK 14 PAGE 29.
- FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION:** BY LANOTEC ENGINEERING, INC., L.F. GABBARD, AR PLS NO. 1204, RECORDED FEBRUARY 12, 1998, PLAT BOOK 15 PAGE 72.

LEGAL DESCRIPTION - LOTS 4 AND 5 (PARCEL NO. 815-32871-000):

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS.

SURVEY DESCRIPTION - LOT 4A:

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING A FOUND 5/8 INCH REBAR; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S02°30'46"W A DISTANCE OF 263.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N87°33'16"W A DISTANCE OF 212.23 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, SAID POINT BEING A SET "MAG" NAIL IN ASPHALT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINES OF SAID LOTS 4 AND 5, N02°26'44"E A DISTANCE OF 263.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID WEST LINES AND ALONG THE NORTH LINE OF SAID LOT 5, S87°41'57"E A DISTANCE OF 212.54 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1.28 ACRES (55,964 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF STERWIN STREET AND KELLEY AVENUE ON THE WEST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

OWNER: HOLLINGSWORTH, BURL D. REV. TRUST
 835 ELM SPRINGS RD
 SPRINGDALE, AR 72762

SURVEYOR: ENGINEERING SERVICES, INC.
 1207-S OLD MISSOURI ROAD
 P.O. BOX 282
 SPRINGDALE, AR 72765

WORK ORDER #:

23918

CITY ZONING:

C-2

SETBACKS:

FRONT W/PARKING - 50'

FRONT W/O PARKING - 30'

SIDE ADJ TO NON-RESIDENTIAL - 0'

SIDE ADJ TO RESIDENTIAL - 20'

REAR - 20'

REPLAT OF LOTS 4 & 5 OF PALMER-FREEMAN ADDITION CREATING LOT 4A

SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

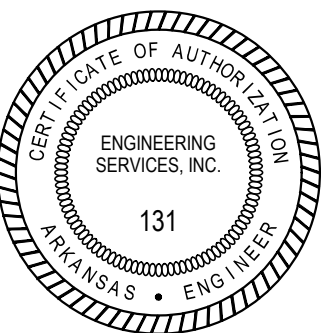
SCALE: 1"=20' DATE: March 20, 2024 DRAWN BY: KND

ENGINEERING SERVICES, INCORPORATED
 SPRINGDALE, ARKANSAS

W.O.# 23918 SHEET 1/1

S. CRAIG DAVID, L.P.S. NO. 1156, AR

DATE



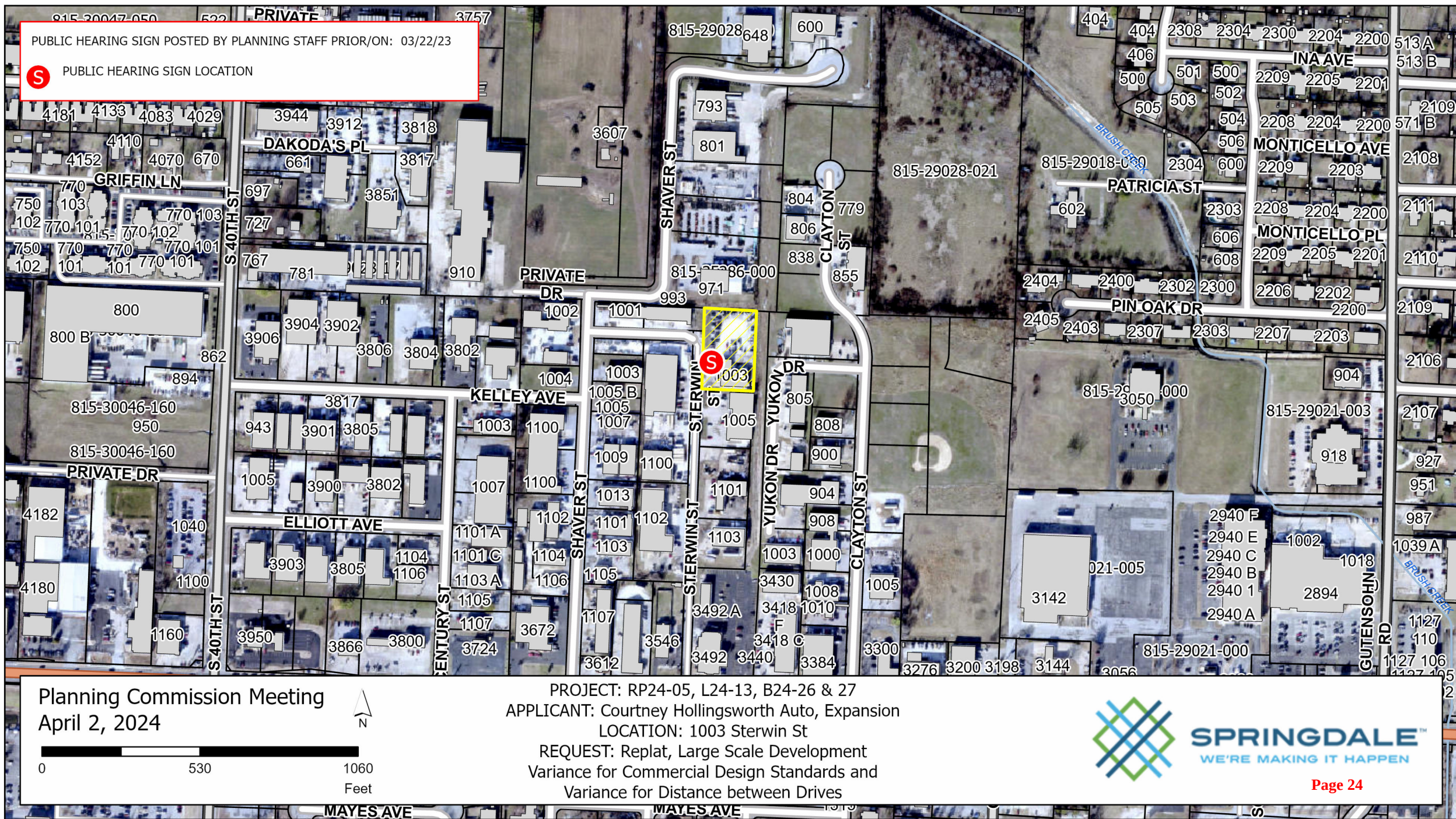
RECORDING INFORMATION

RP24-05

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 03/22/23



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
April 2, 2024



PROJECT: RP24-05, L24-13, B24-26 & 27
APPLICANT: Courtney Hollingsworth Auto, Expansion
LOCATION: 1003 Sterwin St
REQUEST: Replat, Large Scale Development
Variance for Commercial Design Standards and
Variance for Distance between Drives



SPRINGDALE™
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
THE R AND R LEE PROTECTION TRUST IS
DEFENDANT (PROJECT NO. 23BPS2, TRACT 8).

WHEREAS, the City of Springdale has filed a lawsuit against the R and R Lee Protection Trust to condemn property for the Don Tyson Parkway (Hwy 112 to 56th Street) Road Improvement Project, (Project No. 23BPS2, formerly CP1518, Tract 8);

WHEREAS, the City of Springdale deposited the sum of \$47,800.00 into the Registry of the Court as estimated just compensation for the taking of the property needed for the project;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$79,800.00 to acquire the lands needed for the project, said amount being based on an appraisal conducted on behalf of the property owner;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$32,000.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the R and R Lee Protection Trust condemnation lawsuit for the total sum of \$79,800.00, with the additional \$32,000.00 to be paid from the 2023 Street Bond Fund.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Appraisal Report

Richard D. Lee & Reta A. Lee as Trustees of the R & R Protection Trust

**City of Springdale Don Tyson Extension Project
ARDOT JOB 040717 – F.A.P STPU – 9399(23)
TRACT: 8**

**6217 Dearing Road
Springdale AR 72762**

Presented To:

**Richard D. Lee & Reta A. Lee
6217 Dearing Road
Springdale AR 72762**

Presented By:

**The Real Estate Consultants
2592 N. Gregg Ave., Suite #1
Fayetteville, AR 72703**

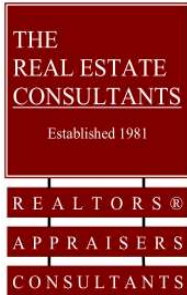
Prepared By:

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

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File # 23-0039

Transmittal Letter



Date: December 11, 2023
To: **Richard & Reta Lee**
6217 Dearing Road
Springdale AR 72762

Re: Don Tyson Extension Project,
ARDOT JOB 040717 – F.A.P STPU – 9399(23)
TRACT: 8
6217 Dearing Road Springdale AR 72762

Dear Richard & Reta,

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 and your attorney, Steve Lisle, are the client and intended users. 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 and/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 September 11, 2023**, and subject to referenced assumptions and conditions – is as follows:

\$100,000

One Hundred Thousand Dollars

Respectfully submitted,

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

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A CHANGE ORDER FOR ADDITIONAL SERVICES TO SPACKMAN, MOSSOP, MICHAELS FOR PLAYGROUND BID PACKAGE

WHEREAS, The City of Springdale has contracted with Spackman, Mossop, Michaels for construction administration services for improvements known as the Luther George Park PR2102.

WHEREAS, Spackman, Mossop, Michaels created a separate bid package for a playground to be constructed at Luther George Park.

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 Change Order #2 to the Luther George Park Project for \$24,050 to be paid from donated funds.

PASSED AND APPROVED this _____ day of April, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

CHANGE ORDER

No. 2

PROJECT LUTHER GEORGE PARK

IMPROVEMENTS DATE OF ISSUANCE 3/1/2024

EFFECTIVE DATE 3/1/2024

OWNER CITY OF SPRINGDALE, ARKANSAS

OWNER's Contract No. PR2102

CONTRACTOR _____ ENGINEER SPACKMAN MOSSOP MICHAELS

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

Description: Change order for redesign services for playground and separate bid package for redesigned scope.

Reason for Change Order: Playground redesign services required outside of original scope

Days: N/A

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 248,650

Net changes from previous Change Orders \$ 59,500

Contract Price prior to this Change Order

\$ 308,150

Net Increase of this Change

Order \$ 24,050

Contract Price with all approved Change Orders

\$ 332,200

CHANGE IN CONTRACT TIMES:

Original Contract Times

Contract Completion Date: 07/03/2024
Ready for final Payment _____
days or dates

Net changes from previous Change Orders _____

Contract Times prior to this Change Order

Contract Completion Date: 07/03/2024
Ready for final Payment: _____
days or dates

Net Increase (decrease) of this Change Order

0 days

Contract Times with all approved Change Orders

Contract Completion Date: 07/03/2024
Ready for final Payment: _____
days or dates

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)

Date: 03/01/2024

APPROVED:
By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR A NEW
PLAYGROUND AT LUTHER GEORGE PARK**

WHEREAS, the City of Springdale opened sealed bids for a new playground at Luther George Park;

WHEREAS, One bid was received from Milestone Construction with a bid amount of \$1,397,900.;

WHEREAS, the current donated project budget has \$359,000 available as a playground contingency.

**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 enter into a construction contract with Milestone Construction Company LLC for a new playground at Luther George Park for \$1,397,900. The project will be funded with existing donated project funds for \$359,000 with the balance of \$1,039,080 to be funded from ARPA funds.

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

PASSED AND APPROVED this _____ day of April, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

ADVERTISEMENT FOR BIDS

LUTHER GEORGE PARK PLAYGROUND

**CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS**

CITY PROJECT NO. PR-2102

Sealed bids for LUTHER GEORGE PARK PLAYGROUND to be constructed for the City of Springdale, Arkansas will be received online in the QuestCDN online bid interface until 2:00 P.M., Tuesday, March, 26th 2024 at which time the bids shall be publicly opened and read aloud via Zoom meeting. Zoom meeting information will be posted to the QuestCDN online bid interface under Project Q&A and the City website.

This project includes construction of a playground within Luther George Park in Springdale, Arkansas. Contract items include playground equipment and surfacing, walkways and landscaping and other miscellaneous items.

An Optional Pre-Bid Conference will be held on 2:00 P.M., Tuesday, March, 19th 2024 via online Zoom meeting. Zoom meeting information will be posted to the QuestCDN online bid interface under Project Q&A and the City website.

The bid package and addendums to the bid package will be issued through QuestCDN online electronic bid interface.

Bids will only be accepted through the QuestCDN online electronic bid interface.

To access the electronic bid form, download the project documents, refresh the project's page on the online plan room, and then click the "on-line bid" button below the project name. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

The successful bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred per cent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

A State of Arkansas Contractor's License is not required to bid on the project; however, no contractor shall submit a bid prior to submitting an initial application (which does not require a full audit) for licensure, and no construction contract shall be executed until the successful bidder has furnished an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

This project will be partially funded with Federal funds from the United States Department of Commerce, American Rescue Plan Act and therefore is subject to the Federal laws and regulations associated with that program.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Springdale encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, General Contractors are required to solicit subcontracts from minority businesses, and women's business enterprises whenever they are potential sources.

Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.

The City of Springdale hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Act of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Springdale reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond one-hundred twenty (120) days from the bid opening date.

The City of Springdale is an EOE M/F.

Date of advertisement: 3/10/2024 & 3/17/2024

Luther George Park Playground (#9034201)
Owner: City of Springdale
Solicitor: Springdale AR, City of
03/26/2024 02:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate	Milestone Construction Company		
						Unit Price	Extension	Unit Price	Extension
Luther George Park Playground							\$0.00		\$1,397,900.00
		1 PR2102	Luther George Park Playground Bid	LS	1			\$1,397,900.00	\$1,397,900.00
Base Bid Total:							\$0.00		\$1,397,900.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
DESIGN CONTRACT FOR MURPHY PARK DOWNSTREAM
DRAINAGE UPGRADE**

WHEREAS, the collapsed drainage structure under 913 Wilkinson Ave has been mitigated;

WHEREAS, the existing storm sewer from Wilkinson Ave upstream to Murphy Park is both inadequate and failing;

WHEREAS, a proposal has been negotiated with Halff engineering for an hourly not to exceed contract for design of \$191,900:

WHEREAS, Halff engineering completed the earlier failed storm sewer evaluation;

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

- 1) The Mayor and City Clerk are hereby authorized to execute a design contract with Halff engineering for a drainage system from Murphy Park to Wilkinson Ave in the amount of \$191,900 to be paid for out of the Unrestricted General Fund.
- 2) The Mayor is authorized to approve change orders up to 10% of the original contract amount.

PASSED AND APPROVED this _____ day of April, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **City of Springdale** a **Home Rule City** of the State of **Arkansas** ("Client"), duly authorized to act by the **Mayor-City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H:

For the mutual promises and benefits herein described, Client and Engineer agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.

II. SERVICES TO BE PERFORMED BY ENGINEER. Engineer shall provide to Client basic engineering services as described in the Scope of Services outlined in the attached proposal letter dated March 8, 2024 for the *Murphy Park Drainage Improvements* project (AVO: 57124) and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a **Home Rule City**. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. COMPENSATION. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) provide site access, and to provide those services described in the attached Scope of Services, assist Engineer in obtaining access to property necessary for performance of Engineer's work for Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely manner to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION OF WORK. Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by

Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notices to be given hereunder by either Party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

X. PROMPT PERFORMANCE BY ENGINEER. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of **Arkansas** applicable to such engineering services contemplated by this Agreement.

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

XIII. JURISDICTION AND VENUE. This Agreement shall be administered under the substantive laws of the State of **Arkansas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Washington County, Arkansas**.

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements

between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

XVIII. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT THE CONTRACTOR PROVIDED UNIT PRICING, CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND ENGINEER AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED ENGINEER'S FEE RECEIVED FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONSULTANT/SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) THREE (3) YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XX. WAIVER. Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

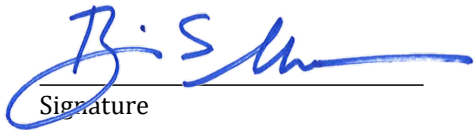
XXI. SIGNATORIES. Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 2024.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SPRINGDALE, Arkansas

By: _____
Signature

Brian S. Maurer
Printed Name

Vice President
Title

3-8-2024
Date

By: _____
Signature

Printed Name

Title

Date



March 8, 2024

Mr. Ben Peters, PE
Director of Engineering
City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764

***RE: Proposal – Murphy Park Drainage Improvements (Halff #57124)
City of Springdale, Arkansas***

Dear Ben,

Halff is pleased to provide this proposal for engineering design and bidding services for the above referenced project. We appreciate the opportunity to continue working with you and your team.

UNDERSTANDING OF SCOPE

The City of Springdale (City) proposes to upgrade the existing drainage system, which is generally aligned between Wilkinson Lane to the north (specifically 312 S. Thompson Street), and Maple Avenue to the south and adjacent to Murphy Park Pond. A concept exhibit depicting the proposed improvements is attached.

Specifically, the existing drainage system along the proposed route is anticipated to be demolished and/or abandoned and replaced with a proposed upsized drainage system anticipated to be primarily reinforced concrete box culverts. Per the City's drainage standards, the proposed route is considered a major drainage system, and therefore is planned to be designed to convey the 50-year storm event. However, it is understood that the existing downstream system is of insufficient capacity to convey the said storm event and may function as a hydraulic restriction.

Our pre-design opinion of construction costs is approximately \$2,260,000.

PROPOSED SCOPE OF SERVICES:

Based on our understanding of the proposed improvements, Halff proposes to provide the following design-related engineering services:

PHASE 100 – DESIGN PHASE

A. Surveys:

1. Perform field surveys for the purposes of establishing existing topography and locating existing site features, including streets, driveways, storm drainage systems, water/sanitary sewer and franchised utilities. Cross sections of the route will be performed at 50' intervals,

plus breaks, for a varying width of approximately 50'-100' to define existing conditions. The Surveys will be tied to known monuments and placed on the Arkansas State Plain North coordinate system, unless otherwise specified by the City.

2. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, ROW, and easements along the route.
3. Provide current georeferenced aerial imagery (orthorectified).
4. Set temporary benchmarks for use during the design phase.
5. Prepare base sheets in AutoCAD Civil 3D format, latest version, that will be used for the preparation of the construction plans. Plans will be prepared at a 1"=40' scale or larger and will depict existing ground contours at a one (1) foot minimum interval. The base sheets will also depict all existing site features as noted above, underground utilities resulting from Arkansas One-Call locates, and existing ROW.

B. 30% Concept Design Phase:

1. Prepare plan drawings showing all existing facilities. Horizontal scale of drawings to be 1"=40' or larger and vertical scale, if applicable, to be 1"=5'.
2. Prepare concept plan set submittal including the following information:
 - i. Survey data, centerline and stations, existing improvements, benchmarks, existing and proposed ROW, and structures.
 - ii. Drainage information on concept plans will include approximate location, size, and type of structures and storm drain systems. A drainage area map will be furnished. Hydrologic data will include runoff quantities for the 10-, 25-, 50-, and 100-year design storms.
 - iii. Prepare an opinion of probable construction costs.
 - iv. We anticipate the City will require a minimum of 2 weeks for review of the concept plan set documents. City comments will be addressed in the preliminary plan set submittal.

C. 65% Preliminary Design Phase:

1. Prepare preliminary plan submittal documents including the following information:
 - i. Prepare plans, profiles, and details of the proposed drainage improvements.
 - ii. Provide existing and proposed cross sections for the improvements.
 - iii. Perform drainage design calculations and show all existing and proposed drainage facilities in both the plan and profile, including elevations, grades, and details. A drainage map will be furnished. Hydrologic data will include runoff quantities for the 10-, 25-, 50-, and 100-year design storms.

- iv. Provide list of Engineer-developed construction details to be incorporated into the plans.
 - v. Prepare preliminary demolition plans, pavement marking plans (if applicable), and storm water erosion control plans.
 - vi. Prepare preliminary technical specifications, special provisions/conditions and front-end contract documents.
 - vii. Prepare an updated opinion of probable construction costs.
 - viii. We anticipate the City will require a minimum of 2 weeks for review of the preliminary plan set documents. City comments will be addressed in the final plan set submittal.
2. Prepare a parcel survey map to include the following information:
- i. Map to be drawn at 1"=40' scale or larger.
 - ii. Identify existing property, existing and proposed ROW and easements, ownership names, addresses, temporary construction easements (if necessary) and related information along the improvements. Prepare easement documentation with exhibits for up to ten (10) parcels. Easement appraisal and acquisition/procurement services are excluded from this proposal, but these services are anticipated to be performed by the City separate from this scope of work.
3. If necessary, coordinate with impacted franchise utility companies for utility conflict resolution and review utility company prepared relocation plans. Monitor any relocation efforts to be performed by the impacted utility company, and verify the utilities are relocated to the correct locations. Halff does not propose to prepare any franchise utility relocation plans.

D. 100% Final Design Phase:

1. Prepare final plan submittal documents including the following information:
- i. Prepare final design calculations, all plans, profiles, typical street sections, cross sections, quantities, and other items.
 - ii. Prepare construction details which depict all typical items, including but not limited to, pavement repairs, curbs, drainage inlets and junction boxes, driveways, sidewalks and side paths, pavement markings and signage. If available, the City's standard drawings/details will be utilized where applicable. Prepare any special details required for the project that are not included in the City's standard details.
 - iii. As needed, prepare Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4.
 - iv. Prepare final technical specifications, special provisions/conditions and front-end contract documents

- v. Prepare a final opinion of probable construction costs.
- vi. Prepare a recommendation of construction contract time.

PHASE 200 – BIDDING PHASE

Halff proposes the following bidding related services:

1. Prepare advertisement and submit same to City for publishing.
2. Place bidding documents on file at QuestCDN.com for bidder downloads and for the purpose of maintaining a record of plan holders.
3. Receive and respond to bidder RFI's during bidding period, including addendum preparation as required and uploading to QuestCDN.com.
4. If the City elects, administer Pre-Bid meeting on behalf of the City, including preparation of meeting minutes. Meeting to be virtual.
5. Attend bid opening on behalf of the City. Meeting to be virtual.
6. Evaluate bids for conformance with the contract documents and review bidder qualifications, including reference checks if necessary.
7. Prepare certified Bid Tabulation.
8. Prepare Recommendation of Award letter.
9. If requested, attend City Council meeting to answer any questions.

PHASE 300 – REIMBURSABLE EXPENSES

1. Geotechnical Investigation: The geotechnical investigation by GTS, Inc. proposes to evaluate the proposed route through soil borings of 10' depth below existing grades, or to auger refusal if less than the 10' depth. A report will be prepared to include a description of subsurface conditions and a summary of the subsurface findings. The geotechnical proposal is attached.
2. Subsurface Utility Engineering (SUE) services: If necessary, locate existing underground utilities using non-destructive excavation methods. SUE services will include pavement repairs if utility is beneath street.
3. 811 and SWU locate services.

EXCLUSIONS:

1. Traffic studies other than as proposed
2. FEMA-related coordination and flood studies
3. Permitting/coordination with USACE or any other outside governmental agencies
4. Right-of-way and easement appraisal and acquisition/procurement services
5. Sanitary sewer, water, or franchise utility extension/relocation design
6. Construction phase services or construction materials testing
7. Off-Site improvements and off-site utility extensions
8. Wetlands, and threatened or endangered species investigations
9. Evaluation of existing water and sanitary sewer capacities

DESIGN SCHEDULE:

<u>Phase</u>	<u>Estimated Calendar Days After Receipt of Notice</u>
Concept Phase	75
Preliminary Design Phase	75
Final Design	30

Commencement of the bidding phase is primarily dependent on the timing for completion of easement acquisitions and the relocation of franchise utilities, if any.

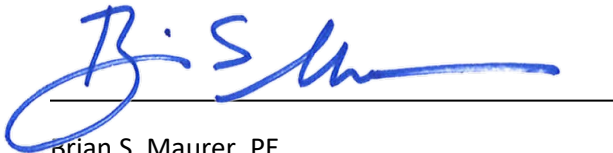
DESIGN FEE:

The proposed fees for our services are itemized in the following table:

SUMMARY OF FEES		
SERVICE PHASES	BILLING METHOD	FEE AMOUNT
Phase 100 - Design Phase	Hourly NTE	\$164,500.00
Phase 200 - Bidding Phase	Hourly NTE	\$ 7,300.00
Phase 300 - Reimbursable Expenses	Billed at Cost + 10%	\$ 20,100.00
TOTAL		\$ 191,900.00

This letter and its attachments shall serve as *Exhibit A* as referenced in the *Agreement for Professional Engineering Services*, to which this letter is attached. Please let me know if you have any questions or comments, and we thank you for the opportunity to provide this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. S. Maurer", is written over a horizontal line.

Brian S. Maurer, PE
Vice President

Attachments – Concept Exhibit (Dated February 29, 2024)
Schedule of Hourly Billing Rates
Geotechnical Proposal

Drawing Name: C:\Users\ah5170\OneDrive - Halff Associates, Inc\Desktop\57124 Murphy Park\57124 Drainage Exhibit.dwg Last Modified: Feb 26, 2024 8:52am Plotted on: Feb 26, 2024 8:52am Plotted by: ah5170



Revision	By	Date



2407 SE COTTONWOOD ST. STE 1 • BENTONVILLE, AR 72712 • 479.273.2209 • HALFF.COM

CONCEPT
SYSTEM
ALIGNMENT
ONLY

Drawn By: JKC
Approved By: BM
Date: 02.29.2024
Project No: 57124.001

Vertical Scale: -
Horizontal Scale: 1"=80'
Plotting Scale: 1-1
Drawing Name: EXHIBIT

MURPHY PARK DRAINAGE
IMPOVEMENTS
(312 SOUTH THOMPSON ST)

Springdale, Arkansas

CONCEPT EXHIBIT

02.29.2024

Page 46 of 46

Sheet No:

1

1



SCHEDULE OF HOURLY BILLING RATES (NWA)

(Effective January 1, 2024)

Principal Engineer	\$ 320.00/Hour
Senior Project Engineer (P.E.)	\$ 275.00/Hour
Senior Project Manager	\$ 185.00/Hour
Project Manager	\$ 155.00/Hour
Project Engineer (P.E.)	\$ 145.00/Hour
Project Engineer (E.I.)	\$ 125.00/Hour
Engineering Technician	\$ 75.00/Hour
Landscape Architect (P.L.A.)	\$ 165.00/Hour
Senior CAD Designer	\$ 155.00/Hour
CAD Designer	\$ 125.00/Hour
CAD Technician	\$ 110.00/Hour
Senior Construction Observer	\$ 130.00/Hour
Construction Observer	\$ 105.00/Hour
Project Technician	\$ 125.00/Hour
Administrative Assistant	\$ 65.00/Hour
Project Accountant	\$ 115.00/Hour

Senior Surveyor (PLS)	\$ 225.00/Hour
Surveyor (PLS)	\$ 180.00/Hour
Survey/Geospatial Manager	\$ 180.00/Hour
Senior Survey Tech/Sr. Geospatial Tech (SIT)	\$ 130.00/Hour
Survey Tech/Geospatial Tech	\$ 105.00/Hour
3-Man Survey Crew	\$ 265.00/Hour
2-Man Survey Crew	\$ 200.00/Hour
1-Man Survey Crew	\$ 130.00/Hour

1-Man Terrestrial HDS Crew (*)	\$ 255.00/Hour
2-Man Terrestrial HDS Crew (*)	\$ 350.00/Hour
FAA 107 UAS Pilot (*)	\$ 260.00/Hour

Mobilization Fees

UAS LiDAR Phoenix (Daily Rate)	\$2,500.00/Day
MX7 Mobile Photogrammetry (Daily Rate)	\$1,500.00/Day
MX9 Mobile LiDAR (Daily Rate)	\$3,200.00/Day

Schedule of Hourly Billing Rates (NWA)

Effective January 1, 2024

Page 2 of 2

EXPENSES

Mileage & Per Diem Meals:

CURRENT IRS RATE

All other Direct Costs (ODC),

such as hotels, subcontractors, research fees etc.:

Cost + 10%

BILLING TERMS

1. Hourly charges will be billed in 0.25-hour minimum increments. Some services may be subject to minimum charges.
2. Hourly rates include charges for personnel, equipment, and supplies, but do not include vehicle mileage charges and per diem.
3. Travel time and mileage will be billed portal to portal from Halff's office.
4. Work requested between the hours of 7:00 PM and 6:00 AM and on Saturdays, Sundays, or holidays will be charged at 125% of the noted rates.
5. Services rendered for legal proceedings, including pre-trial hearings, depositions, expert report preparation, and trial testimony, etc. will be charged at 200% of the noted rates.

February 21, 2024

Revised February 28, 2024

Halff

2407 Southeast Cottonwood Street
Bentonville, Arkansas 72712

Attention: Mr. Brian Maurer, PE

RE: Subsurface Drilling Services Proposal
Planned Murphy Park Drainage Improvements
South Thompson Street and Maple Avenue
Springdale, Arkansas
GTS Proposal No. GTS124036-***R1***

Mr. Maurer:

This proposal is based on email messages received from you on February 14 ***and 28***, 2024 that included the below-referenced documents as well as a request for proposal. ***It should also be noted that this proposal has been revised based on the revised site plan as well as the requested pavement cores. Revisions are noted in bolded and italicized font.***

- **Sheet 1 of 1, titled “Drainage Evaluation Box Culvert Collapse (312 South Thompson Street) – Existing Conditions”, dated February 10, 2023 and prepared by Halff.** More specifically, GTS, Inc. (GTS) was provided with an exhibit of the existing drainage system between the southwest corner of the intersection created by Wilkinson Lane and South Thompson Street and Murphy Park Pond.
- **Sheet 1 of 1, titled “Drainage Evaluation Box Culvert Collapse (312 South Thompson Street) – Alternative 3 Upgrade Existing System”, dated February 10, 2023 and prepared by Halff.** More specifically, GTS was provided with an exhibit of the planned improvements to the existing drainage system between the southwest corner of the intersection created by Wilkinson Lane and South Thompson Street and Murphy Park Pond.
- ***Sheet 1 of 1, titled “Murphy Park Drainage Improvements (312 South Thompson Street) – Concept Exhibit”, dated February 29, 2024 and prepared by Halff. Briefly, this exhibit provides the revised site plan for the planned improvements.***

This proposal is also based on our past experiences with similar projects. Please let us know if the project information portion of this proposal requires revising, based on your current understanding of the project.

PROJECT INFORMATION

The project site is located in Springdale, Arkansas, beginning at the southwest corner of the intersection created by Wilkinson Lane and South Thompson Street and extending southwest to Murphy Park Pond. An excerpt from the provided exhibit of planned improvements is provided in Figure 1.



Figure 1: Excerpt from the provided exhibit of planned improvements.

Development at the project site is understood to consist of approximately 900 linear feet of improvements to the existing drainage system that will include a larger sized reinforced concrete box culvert (RCBC) and removal of the existing corrugated metal pipe (CMP). Additionally, it should be noted that the existing drainage system traverses north to south underneath the structure located at 312 South Thompson Street and that a portion of the existing RCBC under this structure has collapsed. We understand that the collapsed RCBC (shown in red in Figure 1) will be abandoned and that the drainage system will be rerouted around the south of the existing structure (shown in green in Figure 1). Finally, we understand that the planned improvements will have invert elevations that generally match the existing drainage system. Therefore, we anticipate cut depths will range from approximately 4 to 10 feet below existing grades.

Site conditions along the path of the planned improvements vary from concrete pavement, asphalt pavement and grass cover. Additionally, the path of the planned improvements cuts

across existing parking lots and/or drives of at least 4 active businesses as well as across Maple Avenue. Some of the borings discussed below will be performed within either asphalt or concrete pavement.

The purpose of the scope of work outlined in this proposal is to perform subsurface explorations (borings) within the footprint of the planned improvements as well as to issue a Report of Findings outlining the subsurface conditions encountered.

GEOTECHNICAL SCOPE OF SERVICES

Field

GTS recommends that the subsurface conditions be evaluated at four (4) boring locations along the path of the proposed drainage improvements. The borings will be drilled and sampled to depths of about 10 feet below existing grades, or to auger refusal depths, whichever is least. A diagram showing the boring locations is included on the last page of this proposal.

Auger refusal is defined as the depth at which no further penetration of the drill rig augers can be gained using mechanical techniques. The borings will be drilled with a track- or truck-mounted drill rig. Soil and rock samples will be obtained using the split-barrel (Standard Penetration Test, SPT) sampling procedure.

Where necessary, the existing pavements will be cored with a wet-rotary, diamond-tooth saw. ***As requested, we will measure and record the existing pavement and gravel section at the boring locations.*** At completion of the field services, the borings will be backfilled with soil cuttings. For borings within existing pavements, the top 1 foot will be backfilled with non-shrink grout. The soil and rock samples will be taken to the GTS laboratory for visual classification before the boring logs are created.

POTENTIAL DISTURBANCE TO PROPERTY

The client should be aware the drilling process is necessarily destructive, and the track or truck mounted drill rig and associated support vehicles will require access to the boring locations. GTS will make a reasonable attempt to minimize disturbance to the ground surface during mobilization and/or drilling. However, rutting of grass covered surfaces could occur if the ground is moist to wet at the time of our field sampling.

Currently, GTS has not budgeted to restore the site surface, aside from patching the pavement surface, as described above.

PUBLIC UNDERGROUND UTILITY LOCATIONS

GTS will use the Arkansas One-Call system to mark public utilities at and near the planned boring locations.

CLIENT'S RESPONSIBILITIES

The client or client's representative should provide GTS drilling equipment and personnel access to the project site. The fee shown in this proposal assumes the project site can be accessed during standard business hours.

Contact information for any parties requiring notification prior to our work on the property should also be provided to GTS if applicable to the project site.

Private Underground Utility Locations

There is always potential for private utilities to be present in the area of our planned sample borings. These underground utilities may not be marked by the one-call system. The client or client's representative should make GTS aware of potential private underground structures and utilities at the project site. Because we have no knowledge of private underground utility locations, we are not responsible for encountering or disrupting private utility lines not marked by the Arkansas One-Call system.

SCHEDULE

Based on our current workload and if days are not lost due to weather, field work for this project will likely begin within 2 weeks after written notice to proceed has been received. A report of findings for the soil and rock conditions along the planned off-site drainage improvement route will be delivered within 1 to 2 weeks after completion of the field work.

GEOTECHNICAL DELIVERABLES

The Report of Findings will be stamped by a Professional Engineer registered in the State of Arkansas. The report will include a summary of the subsurface conditions encountered at each boring location. The report will include the rock excavation potential of the encountered subsurface materials. Finally, the report will also include OSHA soil types.

FEES

Item	Fees (lump sum)*
Geotechnical Scope of Services	\$4,400.00

*Lump sum fees that include, equipment mobilization, field operation of equipment, laboratory testing, and the GTS engineering services discussed in this proposal.

CLOSING

Thank you for the opportunity to present this proposal. Please let us know if there are questions regarding the information, schedule or fee shown in this proposal. To accept this proposal and authorize GTS to begin work on this project, please sign the Standard Terms and Conditions page and return - via fax, email or mail – the complete proposal and contract to us.

Sincerely,



A handwritten signature in blue ink that reads "Nathan D. Parnell".

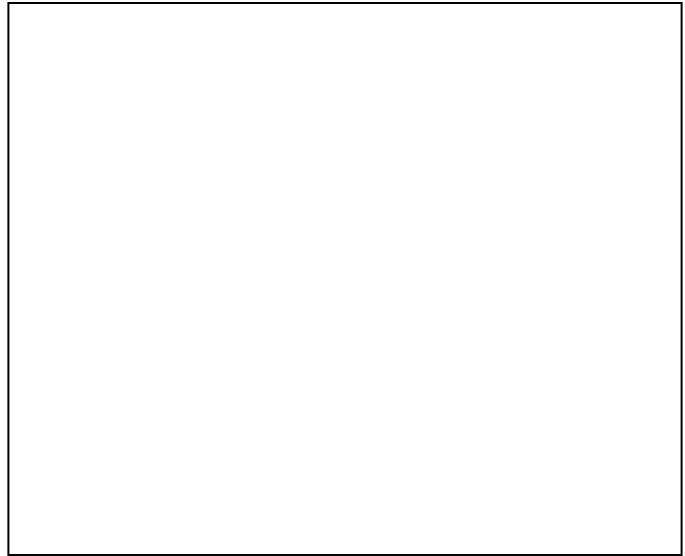
Nathan D. Parnell, P.E.
Staff Geotechnical Engineer

A handwritten signature in blue ink that reads "Nathan Love".

Nathan Love, E.I.
Geotechnical Associate

ORDINANCE NO. _____

**AN ORDINANCE VACATING AND
ABANDONING TWO DRAINAGE
EASEMENTS ON WASHINGTON
COUNTY TAX PARCEL NO.
815-32871-000, PURSUANT TO ARK.
CODE ANN. §14-301-301, *et seq.*,
DECLARING AN EMERGENCY; AND
FOR OTHER PURPOSES.**



WHEREAS, the Burl D. Hollingsworth Revocable Trust has petitioned for the abandonment of two drainage easements on Parcel No. 815-32871-000, as shown on Lot 4 of the Final Plat of Palmer-Freeman Addition to the City of Springdale, Arkansas, filed for record on August 16, 1995, in Plat Book 14 at Page 29 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said easements to be vacated and abandoned being more particularly described as follows, and as shown on the attached Exhibit “A”:

DRAINAGE EASEMENT VACATION DESCRIPTION #1:

PART OF LOT 4 OF THE “FINAL PLAT OF PALMER-FREEMAN ADDITION” FILED AUGUST 16, 1995, IN PLAT BOOK 14 AT PAGE 29 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT 4, N89°51'40”W A DISTANCE OF 22.50 FEET; THENCE LEAVING SAID SOUTH LINE, N00°08'20”E A DISTANCE OF 21.02 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7.5 FEET AND A CENTRAL ANGLE OF 35°09'23”, AN ARC DISTANCE OF 4.60 FEET; THENCE N35°01'04”W A DISTANCE OF 292.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE ALONG SAID NORTH LINE, S89°53'22”E A DISTANCE OF 67.24 FEET; THENCE LEAVING SAID NORTH LINE, S35°01'04”E A DISTANCE OF 217.27 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4; THENCE ALONG SAID EAST LINE, S00°08'20”W A DISTANCE OF 86.95 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.35 ACRES (15,327 SQUARE FEET), MORE OR LESS.

DRAINAGE EASEMENT VACATION DESCRIPTION #2:

PART OF LOTS 4 AND 5 OF THE “FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION” FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S00°08'20”W A DISTANCE OF 263.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE LEAVING SAID EAST

LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N89°51'40"W A DISTANCE OF 22.50 FEET; THENCE LEAVING SAID SOUTH LINE, N13°19'35"W A DISTANCE OF 195.40 FEET; THENCE N63°38'24"W A DISTANCE OF 162.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, S89°53'22"E A DISTANCE OF 212.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.43 ACRES (18,741 SQUARE FEET), MORE OR LESS.

Tax Parcel No.: 815-32871-000

Address: 1003 Sterwin St.

WHEREAS, after due notice as required by law, the City Council has, at the time and place mentioned in the notice, heard all persons desiring to be heard on the question;

WHEREAS, public interest and welfare will not be adversely affected by the abandonment of the easements herein described.

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

Section 1: That the City of Springdale, Arkansas, hereby releases, vacates and abandons all its interests, with the rights of the public generally, in and to the drainage easements described hereinabove.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the office of the Recorder of Washington County, Arkansas, and recorded in the Deed records of the County.

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

PASSED AND APPROVED this 9th day of April, 2024.

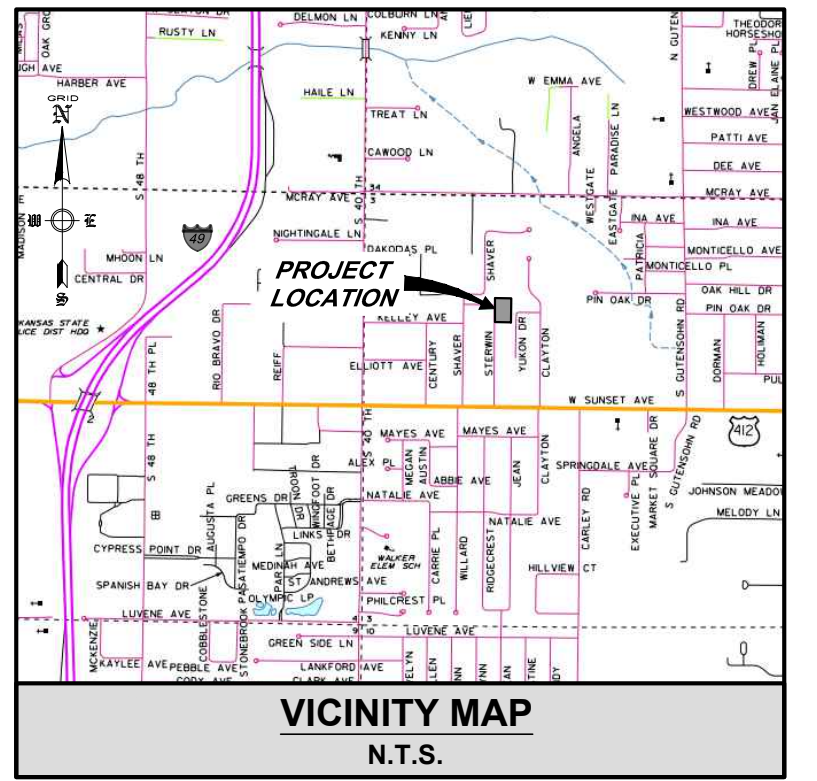
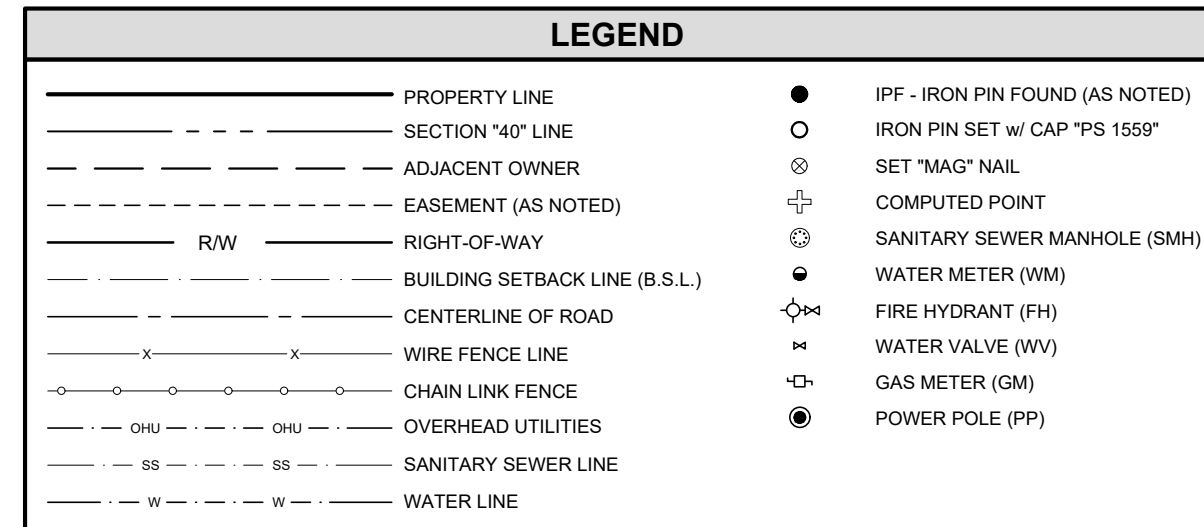
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLAT MEETS CURRENT REGULATIONS OF THE CITY OF SPRINGDALE AND REGULATIONS OF THE ARKANSAS STATE BOARD OF HEALTH AS EACH PERTAINS TO THIS PLAT AND TO THE OFFICES OF RESPONSIBILITY SHOWN BELOW.

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE DECLARATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 320,221 FEET.

FEMA FLOOD PLAIN ZONE:

A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLANE ZONE 'AE', DESIGNATED AS AN AREA WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. THE ANNUAL CHANCE FLOOD (100-YEAR FLOOD). ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLANE ZONE 'X'; (GRAY SHADED) DESIGNATED AS AN AREA OF 0.2% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. A PORTION OF THIS PROPERTY IS WITHIN THE FLOOD PLANE ZONE 'X' (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN. ALL AS SHOWN ON THE F.I.R.M. MAP # 05143C00703, PANEL 70 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. EFFECTIVE DATE: JANUARY 25, 2024

UTILITIES:

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS

ARKANSAS UNLESS OTHERWISE NOTED.

- A. WARRANTY DEED:** BURL D. HOLLINGSWORTH REVOCABLE TRUST, RECORDED JANUARY 12, 2007, FILE NO. 2007-1476.
- B. FINAL PLAT FOR PALMER-FREEMAN ADDITION:** BY NORTHWEST ENGINEERS, ALVIN G. HARRIS, AR PLS NO. 931, RECORDED AUGUST 16, 1995, PLAT BOOK 14 PAGE 29.
- C. FINAL PLAT OF THE REPEAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION:** BY LANDTECH ENGINEERING, INC., L.F. GABBARD, AR PLS NO. 1204, RECORDED FEBRUARY 12, 1998, PLAT BOOK 15 PAGE 72.

LEGAL DESCRIPTION - LOTS 4 AND 5 (PARCEL NO. 815-32871-000):

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS.

SURVEY DESCRIPTION - LOT 4A:

LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH-EAST CORNER OF SAID LOT 5, SAID POINT BEING A FOUND 8 INCH REBAR; THENCE ALONG THE EAST LINE OF SAID LOTS 4 AND 5, S02°30'46"W A DISTANCE OF 263.77 FEET TO THE SOUTH-EAST CORNER OF SAID LOT 4, A DISTANCE OF 192.24' FEET TO THE WEST LINE OF SAID LOT 4, A DISTANCE OF 10.00' FEET TO THE NORTH-EAST CORNER OF SAID LOT 4, BEING A SET MAG' NAIL IN ASPHALT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINES OF SAID LOTS 4 AND 5, N02°26'44"E A DISTANCE OF 263.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING A SET 1/2 INCH REBAR WITH CAP "K" P# 1559; THENCE LEAVING SAID WEST LINES AND ALONG THE NORTH LINE OF SAID LOT 5, S02°26'44"E A DISTANCE OF 263.23 FEET TO THE NORTH-EAST CORNER OF SAID LOT 5, BEING A SET 1/2 INCH SQUARE PIPE MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF STERWIN STREET AND KELLEY AVENUE ON THE WEST SIDE THEREOF; AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

DRAINAGE EASEMENT DESCRIPTION:

PART OF LOTS 4 AND 5 OF THE "FINAL PLAT OF THE REPLAT OF LOT 4 OF THE PALMER-FREEMAN ADDITION" FILED FEBRUARY 12, 1998, IN PLAT BOOK 15 AT PAGE 72 OF THE WASHINGTON COUNTY, ARKANSAS RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING A FOUND 5/8 INCH REBAR; THENCE ALONG THE EAST LINES OF SAID LOTS 4 AND 5, S02°30'46"W A DISTANCE OF 263.77 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID POINT BEING A SET 1/2 INCH REBAR WITH CAP "PS 1559"; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID LOT 4, N87°33'16"W A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID SOUTH LINE, N02°30'46"E A DISTANCE OF 263.70 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, S87°41'57"E A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.15 ACRES (6,593 SQUARE FEET), MORE OR LESS.

OWNER: HOLLINGSWORTH, BURL D REV. TRUST
835 ELM SPRINGS RD
SPRINGDALE, AR 72762

SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI ROAD
P.O. BOX 282
SPRINGDALE, AR 72765

WORK ORDER #: 23918

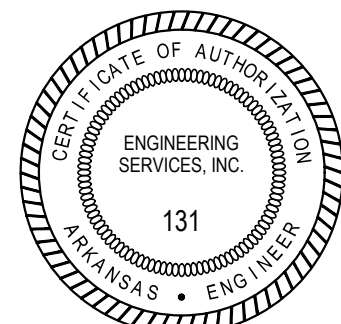
CITY ZONING: C-2

SETBACKS: FRONT W/PARKING - 50'
FRONT W/O PARKING - 30'
SIDE ADJ TO NON-RESIDENTIAL - 0'
SIDE ADJ TO RESIDENTIAL - 20'
REAR - 20'

REVISION	DATE	DESCRIPTION

REPLAT OF LOTS 4 & 5 OF		
PALMER-FREEMAN ADDITION CREATING LOT 4A		
SPRINGDALE, WASHINGTON COUNTY, ARKANSAS		
SCALE: 1"=20'	DATE: February 20, 2024	DRAWN BY: KND
ENGINEERING SERVICES, INCORPORATED		
SPRINGDALE, ARKANSAS		

© COPYRIGHT 2024, ENGINEERING SERVICES, INC. 2/20/2024 11:13 AM W.O.# 23918 SHEET 1 / 1
 F:\03 SURVEY MASTER FILES\12 CIVIL 3D SURVEY PROJECTS\2024\B HOLLINGSWORTH AUTO BODY LDR\PLAN\23918 HOLLINGSWORTH



RECORDING INFORMATION



The City Council of the City of Springdale met in regular session on Tuesday, March 26, 2024 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Taldo	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2 (Absent)
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Frank Gamble	Police Chief
Blake Holte	Fire Chief
Patsy Christie	Planning Director
Ben Peters	Engineering Director
Chad Wolf	Parks and Recreation Director
Mark Gutte	IT Director
Colby Fulfer	Chief of Staff
Ron Findley	Neighborhood Servs. Director
James Smith	Public Work Director
Anne Gresham	Library Director
Angie Albright	Museum Director
Mike Chamlee	Buildings Director

CITIZENS COMMENTS

Alice Gachuzo asked that the City Council consider naming the street connecting West Emma Avenue and Har Ber Avenue “Dr. Martin Luther King Street”.

Mayor Sprouse said he and Alice have talked about the possibility of naming the section between 40th Street on the east side and 48th Street on the west side of 40th Street which would not cause a lot of addresses to be changed. He said Alice could present it to council for discussion and consideration.

APPROVAL OF MINUTES

Council Member Taldo moved the minutes of the March 12, 2024 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Powell 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 except item 7 “A” which will be read in its entirety. Council Member Harriman made the second.

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

RESOLUTION NO. 33-24 - RECOGNIZING THE SERVICE OF MAYOR CHARLES N. MCKINNEY BY NAMING AND DESIGNATING THE NEWLY CONSTRUCTED CITY COUNCIL CHAMBERS TO BE KNOWN AS “MAYOR CHARLES N. MCKINNEY COUNCIL CHAMBERS”

Council Member Jeff Watson presented a Resolution recognizing the service of Mayor Charles N. McKinney by naming and designating the newly construction City Council Chambers to be known as “Mayor Charles N. McKinney Council Chambers.”

RESOLUTION NO. ____

A RESOLUTION RECOGNIZING THE SERVICE OF MAYOR CHARLES N. MCKINNEY BY NAMING AND DESIGNATING THE NEWLY CONSTRUCTED CITY COUNCIL CHAMBERS TO BE KNOWN AS “MAYOR CHARLES N. MCKINNEY COUNCIL CHAMBERS”

WHEREAS, Charles McKinney grew up on Main Street across the street from the Methodist parsonage where the current play ground is located. Prior to graduation from Springdale High in 1944, Charles McKinney worked as a soda jerk at Coger’s Drug. After serving in the Navy as a pharmacist mate, he returned to Springdale and went to work at Joyce’s Drug (currently the Odd Soul); and

WHEREAS, Charles married Thelma Kaetzell, the new Methodist preacher’s daughter, in 1948. He became a licensed Practical Druggist by apprenticeship in 1955. He and Thelma raised four children while Charles managed the drug store. They lived in the Dogwood Apartments on Emma Avenue and later on Rogers Circle Drive, always living within a few blocks of downtown, the drug store and City Hall, often working 24/7 returning to the store and City Hall after hours, filling prescriptions and attending committee, chamber and council meetings and the administrative board of First Methodist Church; and

WHEREAS, after serving the city as a Council Member beginning in 1962 as a Ward 3 alderman for 16 years, chairing several Council Committees, including Finance and Ordinance committees for 10 years each, and serving on the Springdale Water and Sewer Commission, Charles ran and was successfully elected as the full time Mayor of the City of Springdale in 1978; and

WHEREAS, during his tenure as Mayor, McKinney oversaw the construction of two fire department substations, the Tyson Sports Complex, the Shiloh Museum of Ozark History, the John Powell Senior Center, the Springdale Municipal Airport terminal, expansion of the Springdale Public Library, the old City Administration Building and the start of construction of another fire station. During this time, Springdale grew from 10,000 in the early 60’s to almost 30,000 in 1990 to an estimated 45,000 in 2000. He led Springdale from a farming community to a city with industrial opportunities; and

WHEREAS, at his retirement, McKinney stated Mr. Joe Steele had stressed to him the importance of “giving back”. Together with Steele, Harvey and Bernice Jones, Gene George, Willard Walker and other Springdale citizens in medicine, business and chickens, Lee Zachary, at the Chamber of Commerce, had everyone traveling by bus, recruiting industry and serving cheese whiz to politicians in Little Rock and Washington. Charles’ accomplishments and the changes he oversaw were only possible because he had the support of *Springdale’s Greatest Generation* and everyone who worked for the City of Springdale and the Chamber of Commerce.

WHEREAS, the lesson of giving back resonated with his children. Mary worked with Noark Girl Scouts, the Jones Center, and Circle of Life Hospice. Suzie taught with Springdale Schools for 32 years. David operated McKinney Drug and Charles worked in leadership of New York City Parks.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the newly constructed City Council Chambers in Springdale City Hall is hereby named and designated as “Mayor Charles N. McKinney Council

Chambers” in recognition of former Mayor McKinney and the many years of dedicated service to the City of Springdale, Arkansas.

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 33-24.

ORDINANCE NO. 5946 – REZONING (R24-04) 4.771 ACRES OWNED BY ADAM & GABRIELLE KEELEY LOCATED AT 12982 ZEIGLER LANE, FROM A-1 TO SF-1; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R24-04) 4.771 acres owned by Adam & Gabrielle Keeley located at 12982 Ziegler Lane, from A-1 to SF-1; and declaring an emergency.

Planning Commission recommended approval.

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

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

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

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

The Ordinance was numbered 5946.

ORDINANCE NO. 5947 – REZONING (R24-05) .92 ACRES OWNED BY BEREAN PROPERTIES, LLC, LOCATED AT 707 S. 48TH STREET, FROM C-5 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R24-05) .92 acres owned by Berean Properties, LLC, located at 707 S. 48th Street, from C-5 to C-2; and declaring an emergency.

Planning Commission recommended approval.

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

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

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

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

The Ordinance was numbered 5947.

ORDINANCE NO. 5948 – REZONING (R24-08) 10.05 ACRES OWNED BY DC & KB & MT LAND CO., LLC, LOCATED AT 261 N. 40TH STREET, FROM A-1 TO MF-12; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R24-08) 10.05 acres owned by DC & KB & MT Land Co., LLC, located at 261 N. 40th Street, from A-1 to MF-12; and declaring an emergency.

Planning Commission recommended approval.

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

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

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

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

The Ordinance was numbered 5948.

RESOLUTION NO. 34-24 - APPROVING A WAIVER (W24-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 501 E. COUNTY LINE ROAD, IN CONNECTION WITH L24-11 A LARGE-SCALE DEVELOPMENT.

Planning Director Patsy Christie presented a Resolution approving a waiver (W24-03) of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to 501 E. County Line Road, in connection with L24-11, a Large Scale Development.

Planning Commission recommended approval.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER (W24-03) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 501 E. COUNTY LINE ROAD, IN CONNECTION WITH L24-11 A LARGE-SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to 501 E. County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with 501 E. County Line Road L24-11 a Large Scale Development 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 (W24-03) of street improvements to 501 E. County Line Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L24-11 a Large Scale Development.

PASSED AND APPROVED THIS ____ DAY OF MARCH, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk
APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Harriman moved the Resolution be adopted with Option 1. Council Member Lawson made the second.

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

The Resolution was numbered 34-24.

RESOLUTION NO. 35-24 - EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDING FOR THE DESIGN OF APPLE BLOSSOM AVENUE FROM GOAD SPRINGS ROAD TO OLD WIRE ROAD

Engineer Ryan Carr presented a Resolution expressing the willingness of the City of Springdale to apply for and utilize federal-aid funding for the design of Apple Blossom Avenue from Goad Springs Road to Old Wire Road.

RESOLUTION NO. ____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDING FOR THE DESIGN OF APPLE BLOSSOM AVENUE FROM GOAD SPRINGS ROAD TO OLD WIRE ROAD

WHEREAS, the City of Springdale and the City of Lowell see the need to improve Apple Blossom Avenue, and

WHEREAS, the improvements to Apple Blossom are regionally important to improve east – west access from I49, Highway 71B and Highway 265, and

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas, and

WHEREAS, of the estimated preliminary engineering cost of \$4,000,000.00, the City intends to submit an application requesting 80% STBGP-A funding (\$3,200,000.00) and provide half (\$400,000.00) of the required 20% match, while the City of Lowell is going to contribute the remaining \$400,000 for the match;

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

- **SECTION I:** City of Springdale Authorizes the application submittal for Apple Blossom Avenue Improvements
-

- **SECTION II:** The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.
-
- **SECTION III:** The Mayor or their designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.
-
- **SECTION IV:** The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.
- **SECTION V:** The required matching funds are committed in an amount not to exceed \$400,000.00 from the 2023 Street Bond Fund.

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 35-24.

RESOLUTION NO. 36-24 - AMENDING THE 2024 POLICE BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS, FOR ON-CALL PAY FOR DISPATCH PERSONNEL

Chief of Staff Colby Fulfer presented a Resolution amending the 2024 Police Budget of the City of Springdale, Arkansas, for on-call pay for Dispatch Personnel.

RESOLUTION NO. ____

A RESOLUTION AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the 2024 budget contained \$27,200.00 to Dispatch personnel for incentive pay, and

WHEREAS, the Police Department and Administration finds it to be advantageous to include Dispatch personnel among those who receive on-call pay due to their scheduling, and

WHEREAS, the City of Springdale currently uses on-call pay in departments with employees who are expected to perform duties outside of regular work hours in the event there is an absence or an urgent situation arises.

WHEREAS, the amount to implement on-call pay for the remainder of 2024 would be approximately \$8,250.00,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2024 budget is hereby amended as follows:

		Present		Proposed
<u>Department</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Police (Div 04 Dispatch)	101-0504-421.30-09	\$27,200	\$8,250	\$35,450

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 36-24.

RESOLUTION NO. 37-24 – TO WAIVE COMPETITIVE BIDDING AND TO ENTER INTO A CONTRACT WITH INNOVATIVE BUSINESS INTERIORS FOR INTERIOR DESIGN WORK

Chief of Staff Colby Fulfer presented a Resolution to waive competitive bidding and to enter into a contract with Innovative Business Interiors for interior design work in the new municipal campus completed in July 2023.

RESOLUTION NO. ____

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND TO ENTER INTO A CONTRACT WITH INNOVATIVE BUSINESS INTERIORS FOR INTERIOR DESIGN WORK

WHEREAS, the City of Springdale’s new municipal campus was completed in July 2023, and

WHEREAS, the new facility is in need of interior design work in order to make the new space more welcoming and interactive for our residents, and

WHEREAS, the city received a quote from Innovative Business Interiors, which includes all art, supplies, delivery and installation fees.

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

Section 1. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract for the purchase of Interior Design Work with Innovative Business Interiors in an amount not to exceed \$132,000.00 to be paid from the city’s Unrestricted General Fund.

Section 3. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed original contract price.

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 37-24.

RESOLUTION NO. 38-24 - AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE ROTARY CLUB FOR THE CONSTRUCTION OF THE GERALD HARP MEMORIAL PARK PROJECT AT RANDAL TYSON SPORTS COMPLEX

Council Member Mike Lawson presented a Resolution authorizing the Mayor to enter into an agreement with the Springdale Rotary Club for the construction of the Gerald Harp Memorial Park Project at Randal Tyson Sports Complex.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SPRINGDALE ROTARY CLUB FOR THE CONSTRUCTION OF THE GERALD HARP MEMORIAL PARK PROJECT AT RANDAL TYSON SPORTS COMPLEX

WHEREAS, on September 26, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 145-23 authorizing an amount up to \$250,000 be appropriated out of the Park Set Aside Fund to be used toward construction of the Gerald Harp Memorial Park Project – Phase I, at the Randal Tyson Sports Complex by the Springdale Rotary Club ("the Project");

WHEREAS, the Springdale Rotary Club is ready to proceed with the construction of the Project;

WHEREAS, the City of Springdale and the Springdale Rotary Club have proposed an Agreement setting forth the terms and conditions by which the Springdale Rotary Club will be allowed to enter upon City property to construct the Project (a true and complete copy of the Agreement is attached hereto as Exhibit "A" and is hereby incorporated by reference);

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the Project be constructed, and that the attached Agreement be approved to allow construction of the Project to commence;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute an Agreement, a copy of which is attached hereto, thereby allowing the construction of the Gerald Harp Memorial Park Project – Phase I, at the Randal Tyson Sports Complex by the Springdale Rotary Club in the City of Springdale, Arkansas.

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

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

The Resolution was numbered 38-24.

RESOLUTION NO. 39-24 - ADOPTING AND APPROVING THE 2024 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Council Member Rex Bailey presented a Resolution adopting and approving the 2024 Action Plan for the Community Development Block Grant Program.

RESOLUTION NO. ____

A RESOLUTION ADOPTING AND APPROVING THE 2024 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, in accordance with the guidelines established by the Department of Housing & Urban Development for the Community Development Block Grant Program, a 2024 Program Year Action Plan was developed, a copy of which is attached and made a part of the resolution; and

WHEREAS, in accordance with the program's citizen participation plan a public meeting was held on February 12, 2024, followed by CDBG committee reviews at meetings held on March 4th and March 18th.

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

1. That the 2024 Program Year Action Plan for use of Community Development Block Grant Program Funds, a copy of which is attached and made a part as though set out herein word or word, is approved and authorized for submission to the United States Department of Housing and Urban Development on or before July 28, 2024.
2. That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the Community Development Block Grant Program.

PASSED AND APPROVED this ____ day of March, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

CITY OF SPRINGDALE
CDBG FY 2024 Program Summary

The City of Springdale as an entitlement city in the Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program receives a formula grant annually. **The primary objective of the CDBG Program is the preservation and development of viable communities by providing decent housing, a suitable living environment, economic development opportunities, public services and public facilities principally for low- and moderate-income persons.** Entitlement funding for FY2024 is estimated to be \$869,863 for the Program year starting July 1, 2024 and ending June 31, 2025. The activities contained in the City's work program are as follows:

- 100% dedicated funding for the low-income families
- Rehabilitation of owner-occupied single-family dwellings from 1978 or older, including emergency repairs-- \$622,413 - 51%
- Direct grant to Nonprofit organizations -- \$130,450* – 15%
 - BTX Sports and Fitness- \$15,840
 - Returning Home- \$13,200
 - Bread of Life- \$15,840
 - VFW Post 2952- \$15,840
 - VFW Aux- \$13,200
 - Feed the 479-\$13,200
 - Community Clinic- \$7,920
 - Compassion House- \$15,840
 - Hydration for Life- \$4,290
 - CASA of NWA- \$6,600
 - CoC of NWA- \$10,560
- Program administration -- \$75,000 - 10.4%
- Public Facility- 25%- Spring Creek Bridge- as a continuation of FY23 funds

Council Member Bailey said the committee is trying to work on a new application process to highlight priorities that council would like to see and then go from there when picking non-profits to fund.

Discussion was held on creating a committee for this program while working through the process.

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

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

The Resolution was numbered 39-24.

A RESOLUTION AUTHORIZING THE GRANT OF RIGHT OF WAY TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION OVER AND ACROSS PROPERTY OWNED BY THE SPRINGDALE WATER & SEWER COMMISSION IN BENTON COUNTY, ARKANSAS, AND CONCURRING WITH THE AMOUNT OF COMPENSATION RELATED THERETO, AND REPLACING RESOLUTION NO. 187-23

City Attorney Ernest Cate presented a Resolution authorizing the grant of right of way to the Arkansas Department of Transportation over and across property owned by the Springdale Water and Sewer Commission in Benton County, Arkansas, and concurring with the amount of compensation related thereto, and replacing Resolution No. 187-23.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE GRANT OF RIGHT OF WAY TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION OVER AND ACROSS PROPERTY OWNED BY THE SPRINGDALE WATER & SEWER COMMISSION IN BENTON COUNTY, ARKANSAS, AND CONCURRING WITH THE AMOUNT OF COMPENSATION RELATED THERETO, AND REPLACING RESOLUTION NO. 187-23.

WHEREAS, the Springdale Water & Sewer Commission owns certain properties located in Benton County, Arkansas, known as Tax Parcel No. 18-08422-000 and Tax Parcel No. 18-08424-000 ("the Property");

WHEREAS, the Arkansas Department of Transportation is undertaking the Northwest Arkansas National Airport Access project, which will require that right-of-way be acquired over and across the Property, and as shown on the attached Exhibit "A";

WHEREAS, the Springdale Water & Sewer Commission has agreed to and approved an amount of compensation to be paid for the right-of-way to be obtained by ARDOT over and across the Property, in the amount of \$550,000.00, plus remnant value;

WHEREAS, pursuant to Arkansas law, the Ordinances establishing the Springdale Water & Sewer Commission reserved the power to sell or transfer real property to the Springdale City Council; and

WHEREAS, it is the desire of the City of Springdale and the Springdale Water & Sewer Commission to agree upon the terms associated with the grant of right-of-way to ARDOT across the Property for the above-mentioned project.

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 execute any documents necessary to facilitate the granting of right-of-way associated with the Northwest Arkansas National Airport Access project being undertaken by the Arkansas Department of Transportation, and the City hereby concurs with the amount of compensation to be paid by ARDOT for such right-of-way, as approved by the Springdale Water & Sewer Commission, in the amount of \$550,000.00, plus remnant value. This Resolution is intended to replace Resolution No. 187-23 passed by the Springdale City Council on December 12, 2023.

PASSED AND APPROVED this ____ day of March, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried unanimously by 6-0, with one abstention (Powell).

The Resolution was numbered 40-24.

ORDINANCE NO. 5949 - ACCEPTING THE DEDICATION OF LAND TO WIDEN AN ALLEY IN BLOCK 12 OF THE ORIGINAL TOWN OF SPRINGDALE, ARKANSAS, PLAT, WASHINGTON COUNTY, ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-54-104(2), AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance accepting the dedication of land to widen an alley in Block 12 of the Original Town of Springdale, Arkansas, Plat, Washington County, Arkansas, pursuant to Ark. Code Ann. §14-54-104(2), and declaring an emergency.

Emma and Turnbow, LLC, is the owner of property located in Block 12 of the Original Town, Springdale, Arkansas, filed with the land records of Washington County, Arkansas, at Plat Book 4, Page 165. They desire to dedicate a portion of land for the purpose of widening an existing platted alley.

The City of Springdale, Arkansas, wishes to accept this dedication of land in order to widen the existing platted alley, and has authority to do so pursuant to Ark. Code Ann. §14-54-104(2).

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

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

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

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

The Ordinance was numbered 5949.

REAPPOINTMENT TO CIVIL SERVICE COMMISSION

There was discussion regarding appointments to the Civil Service Commission. Danny McGinley is willing to serve another term.

Council Member Watson made the motion to draw up a Resolution for the next council meeting reappointing Danny McGinley to the Civil Service Commission. Council Member Lawson made the second.

The vote:

Yes: Powell, Taldo, Watson, Lawson, Bailey, Harriman, Fougrousse

No: None

The other position will be discussed at the Council Committee meeting on Monday, April 1st and they will go into Executive Session for interviews if necessary.

ADJOURNMENT

Council Member Taldo made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 7:03 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer