

- The next Committee Meeting will be discussed at tonight's City Council Meeting.
- Committee agendas will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF CRIMINAL JUSTICE BUILDING
Tuesday, September 13th, 2022**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilwoman Amelia Williams

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk/Treasurer
4. Recognition of a Quorum.
5. 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.
6. Approval of Minutes – **Tuesday, August 23rd, 2022. Pgs. 144-159**
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) **9A-9B, and 13.** Motion must be approved by two-thirds (2/3) of the council members).*
8. Police and Fire Committee by Chairman Brian Powell

A Resolution amending the 2022 budget of the City of Springdale Fire Department. Forwarded from Committee with recommendation for approval. Presented by Blake Holte, Fire Chief. **Pg. 1**
9. Planning Commission Report and Recommendation by Patsy Christie, Director of Planning and Community Development

A. **An Ordinance** accepting the final plat of Collin's Cove Subdivision in the City of Springdale, Arkansas, and declaring an emergency.

Pgs. 2-4

B. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning certain lands located at 2815 N. 56th Street and 5531 W. County Line Road from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and declaring an emergency. Pgs. 5-8

C. **A Resolution** approving a Conditional Use at 1396 and 1404 Chester Avenue as set forth in Ordinance No. 4030. Pgs. 9-22

D. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters, and sidewalks as set forth in Ordinance No. 3725 to Jeremy and Kendra Williams in connection with 8080 W. Wagon Wheel Road, a single- family dwelling. Pgs. 23-24

10. Finance Committee by Chairman Jeff Watson

A. **A Resolution** authorizing the execution of Amendment No. 3 to a Design Contract for Dean's Trail. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Active Transportation Coordinator. Pgs. 25-48

B. **A Resolution** authorizing the execution of an Engineering Services Contract for an extension of the Spring Creek Trail. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Active Transportation Coordinator. Pgs. 49-72

C. **A Resolution** authorizing the execution of a contract for Architect Services. Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 73-81

D. **A Resolution** on the Mountain Road Railroad Crossing complete rehab. Forwarded from Committee with recommendation for approval. Presented by James Smith, Public Works Director. Pgs. 82-83

E. **A Resolution** authorizing the execution of a contract for the Sanders Trailhead and Lake Springdale Trailhead Repair Projects. Forwarded from Committee with recommendation for approval. Presented by James Smith, Public Works Director. Pgs. 84-85

F. **A Resolution** confirming the second amendment to the Inter-Municipal Sewer Agreement between the City of Springdale, Arkansas, and the City of Lowell, Arkansas; and declaring an emergency. Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 86-89

11. Parks and Recreation Committee by Chairman Mike Lawson

A. **A Resolution** authorizing the Mayor and City Clerk of the City of Springdale to accept a quitclaim of land from the Bentonville / Bella Vista Trailblazer's Association, Inc., d/b/a NWA Trailblazers. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Active Transportation Coordinator. Pgs. 90-92

B. **A Resolution** approving the updated Operations and Management Plan for the Northwest Arkansas Razorback Greenway. Forwarded from Committee with recommendation for approval. Presented by Mike Peters, Active Transportation Coordinator. Pgs. 93-118

12. Community Development Block Grant Program

A Resolution adopting and approving the Action Plan for COVID-19 Funds (reallocation). Presented by Mayor Doug Sprouse. Pgs. 119-134

13. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 135-142

14. **A Discussion** on filling the unexpired term of office for Springdale City Council, Ward 2, Position 2. Presented by Colby Fulfer, Chief of Staff. Pg. 143

15. **A Discussion** on a date for the 2nd Committee meeting in September.

16. Comments from Council Members.

17. Comments from City Attorney.

18. Comments from Mayor

19. Adjournment.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2022
BUDGET OF THE CITY OF SPRINGDALE
FIRE DEPARTMENT

WHEREAS, the Fire Department has received funds that have not been appropriated from vehicle insurance settlements, and

WHEREAS, the Fire Chief has requested that these funds be appropriated for vehicle maintenance,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2022 budget of the City of Springdale Fire Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present</u>		<u>Proposed</u>
			<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Fire	10106014225111	Vehicle Maintenance	\$195,0000	\$54,321.49	\$249,321.49

PASSED AND APPROVED this 13th day of September, 2022.

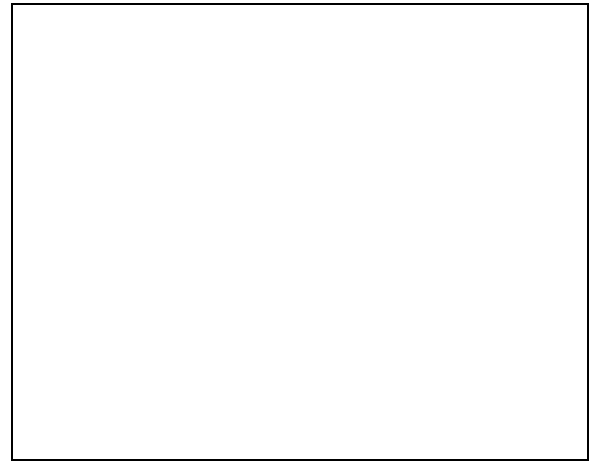
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT OF
COLLIN'S COVE SUBDIVISION IN THE CITY OF SPRINGDALE
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

THE SOUTH HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE AND ELM SPRINGS, WASHINGTON COUNTY ARKANSAS, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 29, SAID POINT BEING A FOUND RAILROAD SPIKE IN NORTH 56TH STREET (50' R/W); THENCE LEAVING SAID N. 56TH STREET AND ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE NE 1/4, N86°47'37"W A DISTANCE OF 1315.49 FEET TO THE SOUTHWEST CORNER OF SAID NE 1/4 OF THE NE 1/4, SAID POINT BEING A FOUND 1/2 INCH PIPE; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4, N02°12'25"E A DISTANCE OF 660.83 FEET TO THE NORTHWEST CORNER OF SAID S 1/2 OF THE NE 1/4 OF THE NE 1/4, SAID POINT BEING A FOUND IRON PIN WITH CAP "ALAN REID PLS 1005"; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID S 1/2 OF THE NE 1/4 OF THE NE 1/4, S86°46'44"E A DISTANCE OF 1318.28 FEET TO THE NORTHEAST CORNER OF SAID S 1/2 OF THE NE 1/4 OF THE NE 1/4, SAID POINT BEING A FOUND COTTON PICKER SPINDLE IN NORTH 56TH STREET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NE 1/4 OF THE NE 1/4 AND ALONG SAID NORTH 56TH STREET (50' R/W), S02°26'54"W A DISTANCE OF 660.45 FEET TO THE **POINT OF BEGINNING**, CONTAINING 19.97 ACRES (869,880 SQUARE FEET), MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF NORTH 56TH STREET ALONG THE EAST SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept the said plat of Collin's Cove Subdivision to the City of Springdale, Arkansas.

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

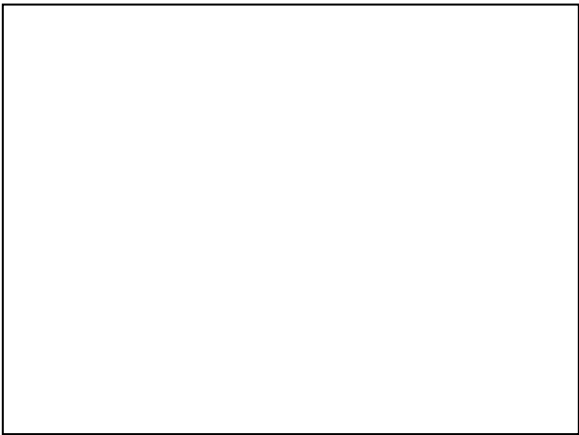
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of September 6, 2022, for hearing the matter of a petition of CJCJ Holdings, LLC, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

Layman's Description: 2815 N. 56th Street

Legal Description: DESCRIPTION PER DEED 2022-00013460:
PART OF THE NW1/4 OF THER NW1/4 OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A FOUND RAILROAD SPIKE BEING THE NORTHWEST CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 28; THENCE S01°42'42"W A DISTANCE OF 199.77 FEET TO A POINT OF BEGINNING; THENCE S87°29'03"E A DISTANCE OF 170.00 FEET TO A SET 5/8" REBAR; THENCE N01°42'53"E A DISTANCE OF 200.09 FEET TO A POINT; THENCE S87°35'27"E A DISTANCE OF 160.05 FEET TO A POINT; THENCE S01°43'18"W A DISTANCE OF 329.99 FEET TO A FOOUND 1/2" REBAR; THENCE N87°30'20"W A DISTANCE OF 330.00 FEET TO A POINT; THENCE N01°42'42"E A DISTANCE OF 129.91 FEET TO THE POINT OF BEGINNING, CONTAINING 1.72 ACRES OR 74,889 SQUARE FEET, MORE OR LESS.
AND
PART OF THE NW1/4 OF THE NW1/4 OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING

AT A FOUND RAILROAD SPIKE BEING THE NORTHWEST CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 28; THENCE S87°35'27"E A DISTANCE OF 330.05 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE S01°43'18"W A DISTANCE OF 330.17 FEET TO A POINT; THENCE S87°30'20"E A DISTANCE OF 28.73 FEET TO A POINT; THENCE N02°24'40"E A DISTANCE OF 330.19 FEET TO A POINT; THENCE N87°35'27"W A DISTANCE OF 32.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, OR 10,142 SQUARE FEET MORE OR LESS.

AND

PART OF THE NW1/4 OF THE NW1/4 OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A FOUND RAILROAD SPIKE BEING THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 28; THENCE S87°35'27"E A DISTANCE OF 362.76 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE S02°24'40"W A DISTANCE OF 330.19 FEET TO A POINT; THENCE S88°34'16"E A DISTANCE OF 6.07 FEET TO A POINT; THENCE N02°18'15"E A DISTANCE OF 329.49 FEET TO A POINT; THENCE N87°35'27"W A DISTANCE OF 5.46 FEET TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, OR 1899 SQUARE FEET, MORE OR LESS.

815-29789-230

AS SURVEYED DESCRIPTION, LOT A:

PART OF THE NW1/4 OF THE NW1/4 OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND RAILROAD SPIKE BEING THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 28; THENCE S01°42'42"W 199.77 FEET TO A SET PIN AND THE POINT OF BEGINNING; THENCE S87°29'03"E 170.00 FEET TO A FOUND IRON PIN; THENCE N01°42'53"E 21.28 FEET TO A SET PIN; THENCE N87°29'03"W 195.93 FEET TO A SET PIN; THENCE S02°18'29"W 107.53 FEET TO A SET PIN; THENCE S87°29'39"E 364.80 FEET TO A SET PIN; THENCE N01°42'33"E 129.72 FEET TO A SET PIN AND THE POINT OF BEGINNING CONTAINING .99 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, RIGHT OF WAYS AND PROTECTIVE COVENANTS AND RESTRICTIONS OF RECORD OR FACT.

AS SURVEYED, LOT B:

PART OF THE NW1/4 OF THE NW1/4 OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND RAILROAD SPIKE BEING THE NW CORNER OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 28; THENCE S01°42'42"W 199.77 FEET TO A SET PIN; THENCE S87°29'03"E 170.00 FEET TO A SET PIN AND THE POINT OF BEGINNING; THENCE N01°42'53"E 200.09 FEET TO A SET PIN; THENCE S87°35'24"E 192.74 FEET TO A SET PIN; THENCE S02°17'21"W .59 FEET TO A SET PIN; THENCE S87°35'27"E 5.41 FEET TO A SET PIN; THENCE N02°24'40"E 221.12 FEET TO A SET PIN; THENCE N87°29'03"W 195.93 FEET; THENCE N01°42'53"E 21.28 FEET TO A FOUND IRON PIN

AND THE POINT OF BEGINNING CONTAINING 1.0 ACRES MORE OR LESS,
AND BEING SUBJECT TO EASEMENTS, RIGHTS OF WAYS AND
PROTECTIVE COVENANTS AND RESTRICTIONS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

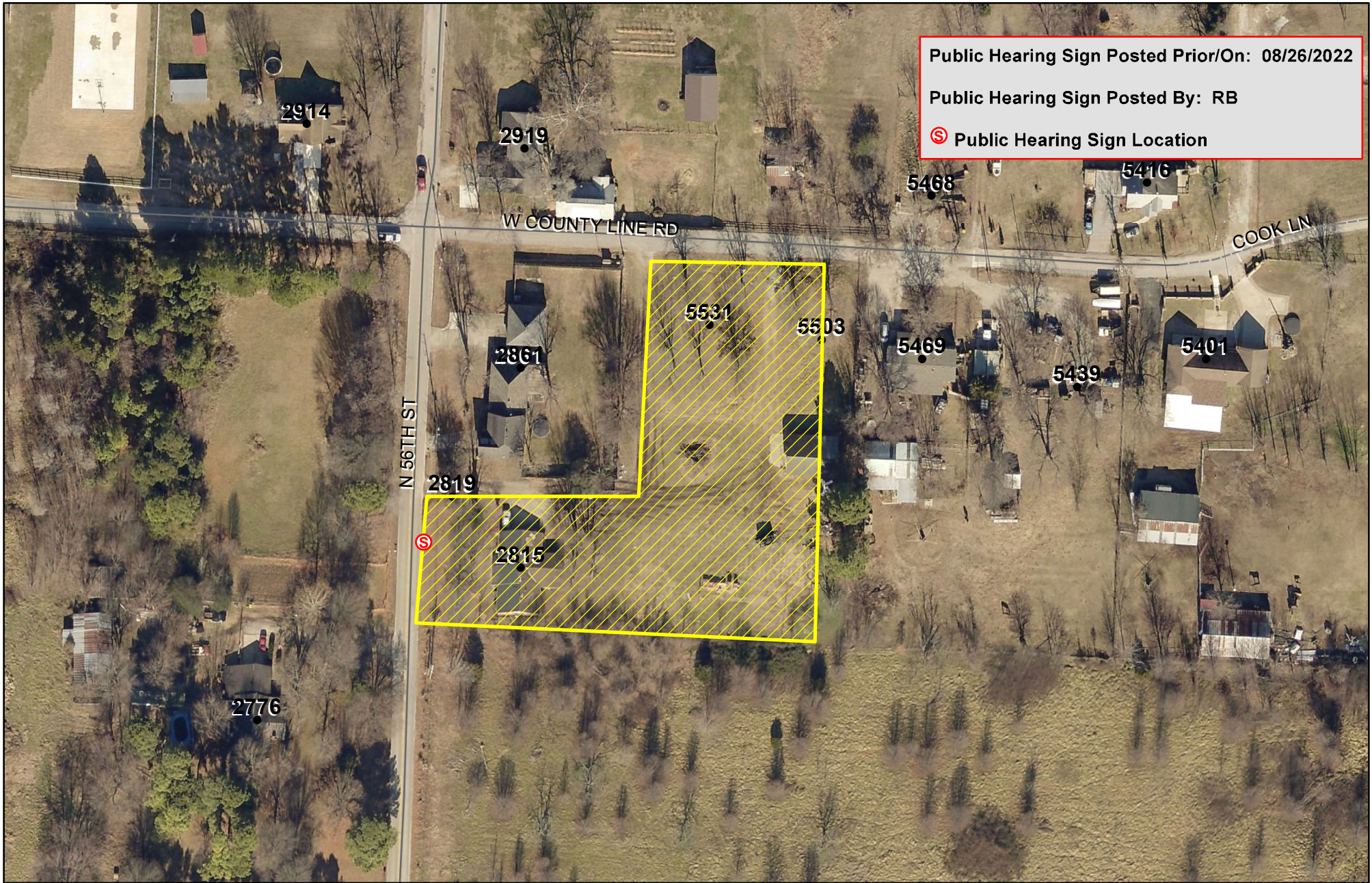
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Public Hearing Sign Posted Prior/On: 08/26/2022

Public Hearing Sign Posted By: RB

Ⓢ Public Hearing Sign Location



0 20 40 80 120 160
Feet
For Location Reference Only

FILE NO. R22-58
APPLICANT: CJCJ Holdings, LLC
REQUEST: Rezoning from A-1 to SF-2

PLANNING COMMISSION MEETING
September 6, 2022

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
1396 AND 1404 CHESTER AVENUE AS SET FORTH IN
ORDINANCE NO. 4030**

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on September 6, 2022 on a request by Rooted Church for a conditional use for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) at 1396 and 1404 Chester Avenue; and

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and zero (0) no recommends that a conditional use be granted to the Rooted Church for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) at 1396 and 1404 Chester Avenue with the following conditions – Meet sound Ordinance requirements and meet building and fire code requirements.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Rooted Church for a Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) at 1396 and 1404 Chester Avenue with the following conditions – Meet sound Ordinance and meet building and fire code requirements.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

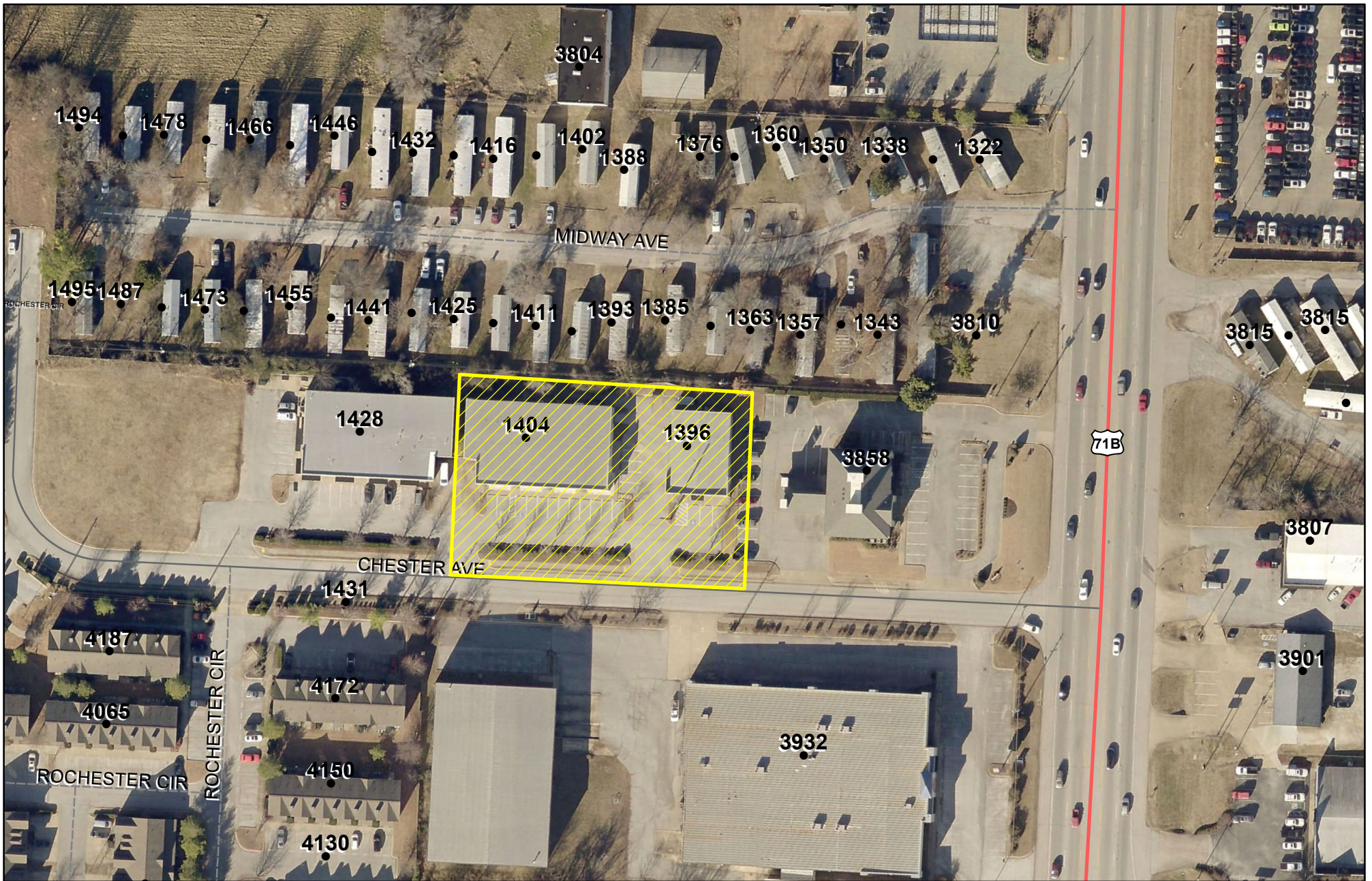
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



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 For Location Reference Only

FILE NO. C22-17
APPLICANT: Rooted Church
REQUEST: Conditional use for Use Unit 42
(church/synagogue) in C-2

PLANNING COMMISSION MEETING
 September 6, 2022

Rooted Church

Days and Hours of Operation

1396 and 1404 Chester Ave, Springdale, AR

The schedule below would represent a “normal” week of operation. The only time our entire congregation would be utilizing the building would be on Sunday mornings. The exception to that would be occasional member meetings or church fellowships. Any other utilization of the space would be by staff [1-3 people] or a small group [15-20 people].

Sunday

8am – 1pm [Weekly worship service at 10am]

*Occasional small group meetings on Sunday evenings.

Monday

9am-4pm [Staff present]

Tuesday

9am-4pm [Staff present]

Wednesday

9am-4pm [Staff present]

*Occasional small group meetings on Wednesday evenings.

Thursday

9am-4pm [Staff present]

Friday

Office Closed

Saturday

Office Closed

1396 and 1404 Chester Ave Site Plan

For Rooted Church, 2707 Church Street, Springdale, AR



- Requesting use as A3- Assembly
- ★ -There has been a church in the property for 13+ years (2009)
- Arvest and Elder has given us permission for parking.
- There are NO proposed physical changes to the property.

1396 and 1404 Chester Ave Parking Plan



Parking for Chester	
1 Arvest	38
2 1396 Chester	4
3 1404 Chester	23
4 1428 Chester	10
5 Along Street	20
Total Spaces	95



- There is 1 ADA Space that are in front of 1404 Chester
- There is 1 ADA Space in front of 1396 Chester

Building Occupancy is 299

1:4 Parking or 75 spaces needed.

We have access to 95 Spaces

Elder Holding Company, LLC

4902 S Thompson

Springdale, AR 72764

July 9, 2022

RE: PARKING ON CHESTER AVE

To Whom It May Concern-

I hereby grant Rooted Church permission to park on 10 spaces of our parking lot at 1428 Chester Ave. for their services. Please let me know if you have any questions regarding this matter.

Kind regards,



PARKING LOT USE LICENSE

Arvest Bank, an Arkansas state-chartered bank, ("Arvest") hereby grants to Rooted Church, an Arkansas non-profit corporation, (the "CHURCH") the right on a nonexclusive basis to utilize Arvest's parking lot located at its Arvest Private Banking office at 3858 S. Thompson Avenue, Springdale, Arkansas for the sole purpose of allowing invitees attending functions being held at the CHURCH to park their vehicles and in consideration thereof the CHURCH hereby agrees to and acknowledges the following:

1. Parking shall be only for the hours of 9:00 am through noon on Sundays and shall be limited to 38 spaces. No parking shall be permitted outside parking lines, under the drive through canopy or on the ATM drive lanes. Parking for any other times or events must be approved in advance by contacting Arvest Property Management – Springdale, indicated below.
2. The CHURCH will keep the parking area clear of any trash and unattended vehicles following Church events and no use shall be made of Arvest's dumpster.
3. Parking will be at the CHURCH's and its invitee's own risk, including risk of loss of vehicle or valuables. The Church shall use caution and contact the police to report anything suspicious in nature, then contact Arvest Property Management – Springdale, indicated below.
4. ARVEST shall be under no obligation to maintain the parking lot in any particular condition and shall not be liable for any damages to the CHURCH or its invitees.
5. The Church does **hereby release, waive, discharge and covenant not to sue** Arvest, its employees, officers and agents from any liability **relating to any and all losses or claims including the negligence of Arvest, its officers, employees and agents**, resulting in personal injury (including death) and/or property damage arising from, but not limited to, the use of the parking lot or being present on Arvest's property. CHURCH agrees to defend, indemnify and hold harmless Arvest and its officers, employees and agents ("Indemnified Party"), from and against any and all claims, actions, losses, costs, expenses (including attorney's fees) and damage (including damages for personal injury, death, and property damage, including the CHURCH's and its invitees property whether such are due to any negligence of an Indemnified Party) and which arises, either directly or indirectly, as a result of the CHURCH or its invitees use of the parking lot or being present on Arvest's property.
6. Church contact names:

Ryan Worley- Lead Pastor [Primary]
573-268-0848

Brad Smith- Facilities Director
479-601-1757

Phillip Riggs- Facilities Deacon
214-288-1623

Arvest Bank Property Management – Springdale contact names:

Euva Phillips, SVP Property & Security Manager
7090. (office)
479-871-4342

Lisa Hinds, Security Specialist
7046. (office)
479-231-8393

Doug Robinson, Facilities Management
7008. (office)
479-871-4335

7. This agreement may be terminated at any time by either party upon notice to the other.
8. This agreement will be reviewed annually by both parties, but shall continue until terminated by either party.

IN WITNESS WHEREOF, Arvest and the CHURCH have executed this Parking Lot Use License this 19 day of August, 2022.

ROOTED CHURCH

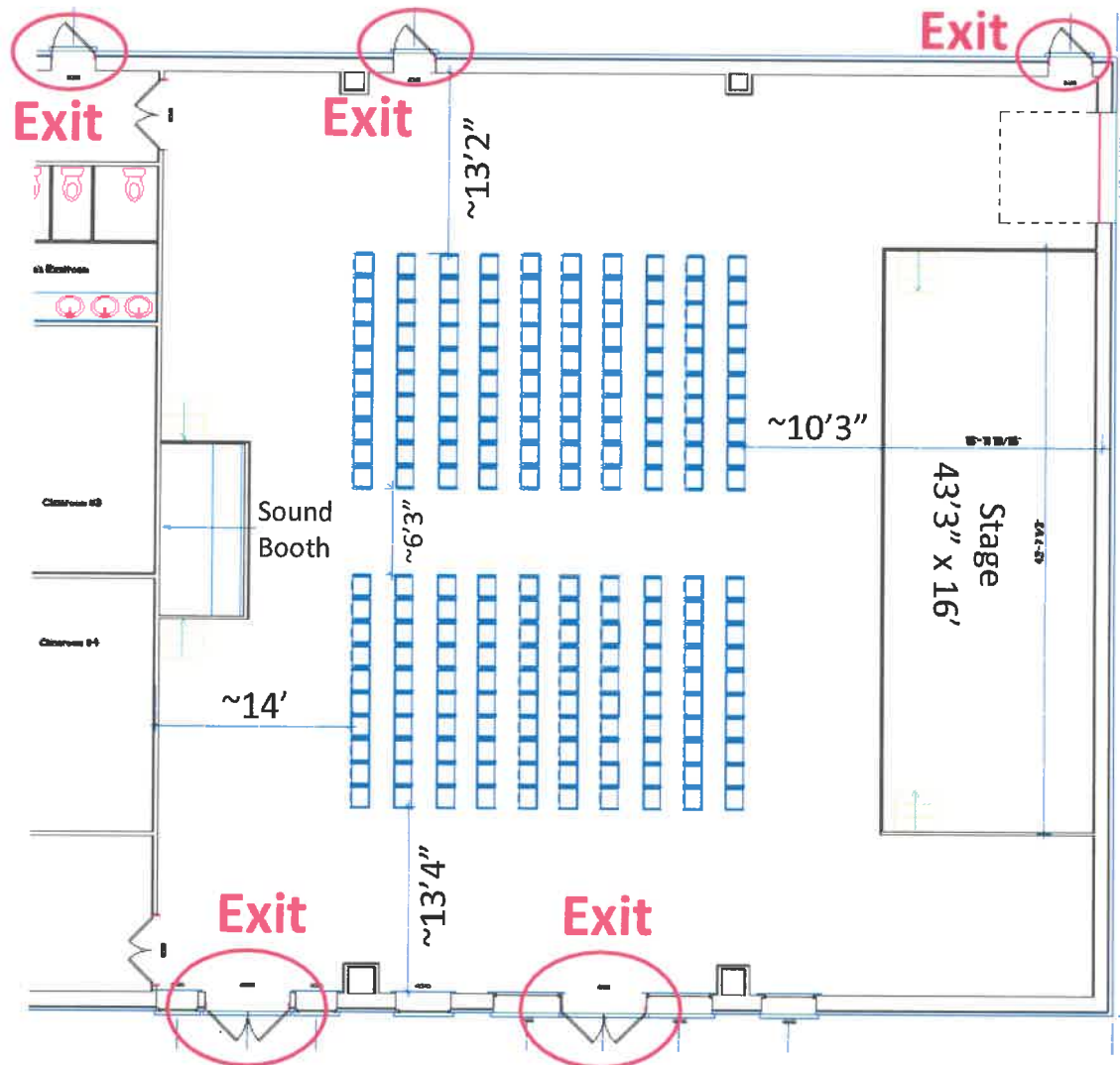
By: Ryan W. Worley
Name: Ryan Worley
Title: Pastor

ARVEST BANK

Page 2 of 3

By: Elva Phillips ~~ft~~
Name: Elva Phillips
Title: SVP Property/Security Mgr

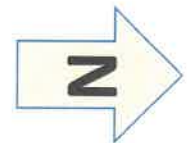
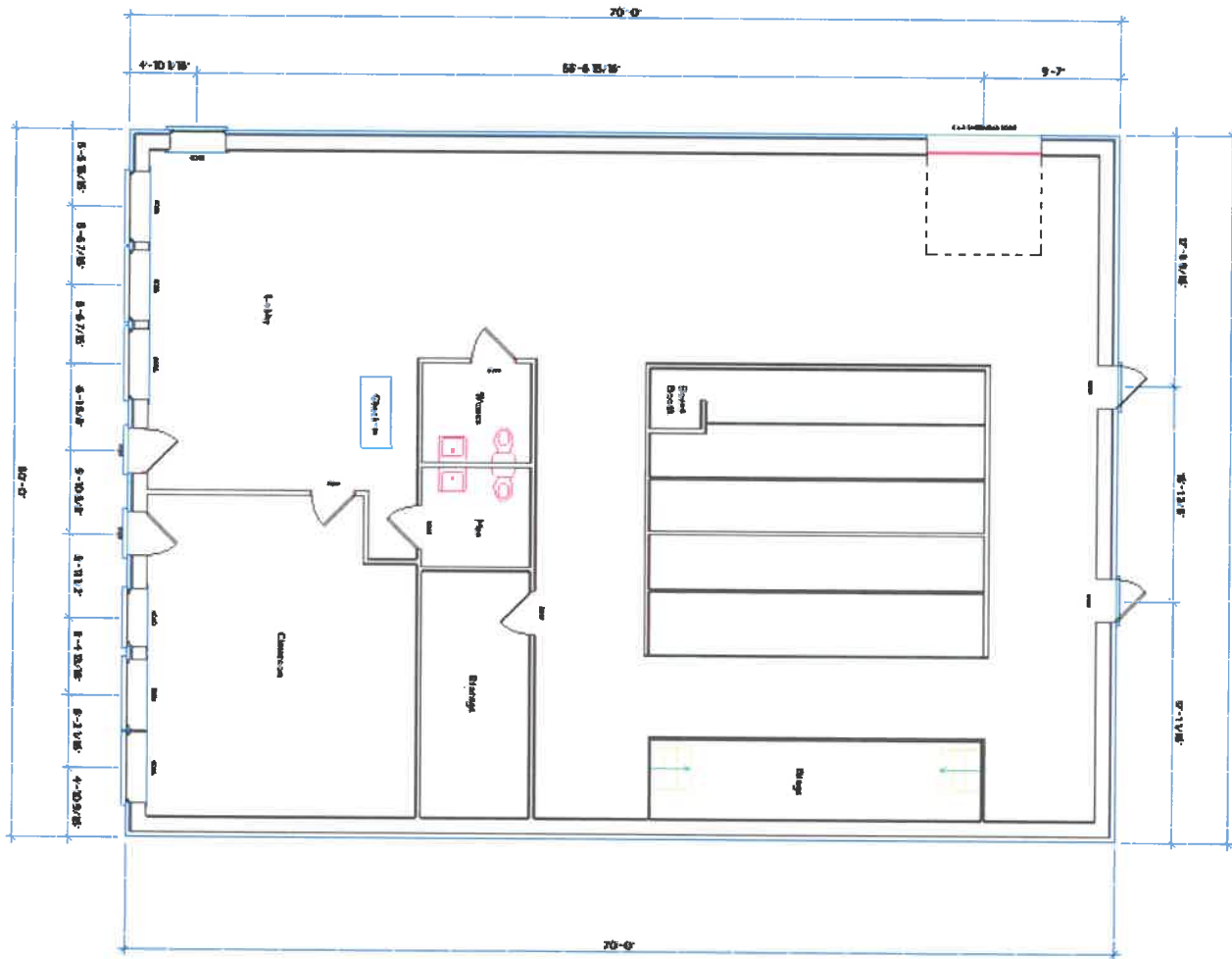
Maximum Occupancy 299



Rooted Church Building 1404 Chester Ave Sanctuary Plan

200 Seat Set up

“Children’s Building” Rooted Church - 1396 Chester Ave





SPECIAL OWNERSHIP CERTIFICATE

File #: 2212466-102

STATE OF Arkansas)

) SS.

COUNTY OF Washington)

For the use and benefit of: and

ATTN: Brad Smith

WACO Title Company hereby certifies that we have made a due and diligent search of the Records in the Assessor's Office and in the land records within and for Washington County, Arkansas, and find that, through the effective date of this search, the above-referenced tax parcel number is owned by the following individual or entity:

PARCEL 815-33155-000 & 815-33156-000

Rooted Church, an Arkansas Non Profit Corporation, as shown in Warranty Deed dated January 14, 2022, from The Bayyari Limited Liability Company, an Arkansas limited liability, as Grantor to Rooted Church, an Arkansas Non Profit Corporation, as Grantee, and recorded on January 14, 2022 as Land Document No. 2022-1602 in the land records of Washington County, Arkansas.

PARCEL 815-29471-001

Superior Federal Bank, F.S.B., as shown in Warranty Deed dated February 20, 1995, from Northwest Arkansas Associates, a limited partnership, as Grantor to Superior Federal Bank, F.S.B., as Grantee, and recorded on March 02, 1995 as Deed Record Book 95 at Page 10438 in the land records of Washington County, Arkansas.

PARCEL 815-33157-000

Elder Holding Company, LLC, an Arkansas limited liability company, as shown in Warranty Deed dated October 29, 2015, from C & K Properties, L.L.C., an Arkansas limited liability company organized under and by virtue of the laws of the State of Arkansas, as Grantor to Elder Holding Company, LLC, an Arkansas limited liability company, as Grantee, and recorded on November 03, 2015 as Land Document No. 2015-31403 in the land records of Washington County, Arkansas.

PARCEL 815-29472-000

RGB Homes, LLC, an Arkansas limited liability company, as shown in Warranty Deed dated November 05, 2021, from Roy E. Courdin, Jr. a/k/a Roy E. Courdin, a single person, as Grantor to RGB Homes, LLC, an Arkansas limited liability company, as Grantee, and recorded on November 12, 2021 as Land Document No. 2021-43792 in the land records of Washington County, Arkansas.

AND

RGB Homes, LLC, an Arkansas limited liability company, as shown in Executor's Deed dated November 05, 2021, from Roy E. Courdin, Jr. a/k/a Roy E. Courdin, Executor and Personal Representative of the Estate of Janice Karen Courdin, a/k/a Karen Courdin, deceased, an undivided one-half (1/2) interest, as Grantor to RGB Homes, LLC, an Arkansas limited liability company, as Grantee, and recorded on November 12, 2021 as Land Document No. 2021-43793 in the land records of Washington County, Arkansas.

The legal descriptions for said tax parcel numbers, as shown in the above-described Deeds, is reflected on the attached Exhibit "A".

DATED: August 15, 2022

Countersigned,
Waco Title Company

BY 

Buckley Bridges, Authorized Signatory
Title Agent No.: 16939711
Title Agency No.: 100113373

***** DISCLAIMER *****

This certificate contains information obtained from the public records. WACO Title Company makes no certification, warranty, or representation concerning the accuracy or completeness of the public records. This report is not an abstract or opinion of title, commitment, guarantee, or title insurance policy. The above certificate is issued solely for the use and benefit of the party set forth above, who agrees that the liability for this certificate shall be expressly limited to the amount paid to Waco Title Company for this special certificate.

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO JEREMY AND KENDRA WILLIAMS IN CONNECTION WITH 8080 W. WAGON WHEEL ROAD, A SINGLE-FAMILY DWELLING

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 Jeremy and Kendra Williams in connection with 8080 W. Wagon Wheel Road a single-family dwelling and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Jeremy and Kendra Williams including improvements related thereto, sidewalks in connection with 8080 W. Wagon Wheel Road a single-family dwelling.

Option 2: Denies a waiver of street improvements to Jeremy and Kendra Williams including improvements related thereto, sidewalks in connection with 8080 W. Wagon Wheel Road a single-family dwelling.

Option 3: Approves payment in lieu of improvements to 8080 W. Wagon Wheel Road in connection with a single-family dwelling with an estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements including improvements related thereto, sidewalks to be built in connection with 8080 W. Wagon Wheel Road a single-family dwelling.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

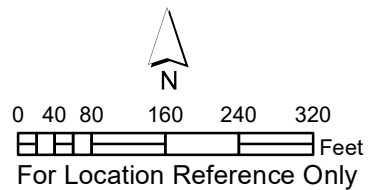
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



FILE NO. W22-15
APPLICANT: Jeremy & Kendra Williams
REQUEST: Waiver of sidewalk requirements

PLANNING COMMISSION MEETING
September 6, 2022

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AMENDMENT NO. 3 TO A DESIGN CONTRACT FOR
DEAN'S TRAIL.**

WHEREAS, the City of Springdale entered into a contract with Garver Engineers, dated October 15, 2018, for partial design of Dean's Trail; and

WHEREAS, in order to take advantage of grant funding which may be available for this project, the City wishes to enter into an agreement for the design of a further Phase of the Project, and to amend the design contract with Garver Engineers;

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

Section 1: Expenditures for this contract will be paid from the 2022 Street fund budget.

Section 2: The Mayor and City Clerk are hereby authorized to execute Amendment No. 3 to the Garver Engineering contract for Dean's Trail in an additional amount not to exceed \$534,500;

Section 3: The Mayor is hereby authorized, for this project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

Section 4: The Mayor is hereby authorized to execute change orders to this contract provided the change order does not exceed 10% of the original contract price.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Springdale
Springdale, AR
Project No. 18047110

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Springdale (Owner) and Garver, LLC (Garver), dated October 15, 2018 referred to in the following paragraphs as the "Agreement."

This Contract Amendment No. 3 adds professional services for the:

Phase 2 extension of Dean's Trail from the end of Phase 1 at Oriole west past Thrush, then to the south under Hwy. 412, then east to Sara Ford Lane.

Phase 3A extension of Dean's Trail from the end of Phase 2 southward to Don Tyson Parkway.

Phase 3B extension of Dean's Trail from the end of Phase 3A southward, then west along Ivey Lane to the Lake Fayetteville Trail.

The Agreement is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

The additional scope of services for Phase 2, 3A and 3B is included in the attached Appendix A, which shall hereby be added to the agreement, and summarized as follows:

Generally, the additional scope of services for Amendment No. 3 includes the following:

- Plan Changes for the Re-bidding of Phase 2
- Conduct 2nd Re-bid of Phase 2
- Additional Construction Phase Services for Phase 2 per ARDOT requirements
- Cultural Resource Survey for Phase 3A
- Construction Phase Services for Phase 3A
- Surveying, Conceptual Design, Preliminary Design, Final Design, Environmental Handling/Documentation, Property Acquisition Documents, and Bidding Services for Phase 3B



SECTION 3 – PAYMENT

The table from Contract Amendment No. 2 shall be removed and replaced with the following table.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	AMENDMENT NO. 2	AMENDMENT NO. 3	TOTAL FEE AMOUNT
<i>Geotechnical Services</i>	\$0.00	\$0.00	\$0.00	\$8,500.00	\$8,500.00
<i>Utility Marking</i>	\$500.00	\$500.00	\$0.00	\$500.00	\$1,500.00
<i>Record Research</i>	\$400.00	\$0.00	\$0.00	\$2,400.00	\$2,800.00
<i>Environmental – Phase 3A</i>	\$8,170.00	\$0.00	\$0.00	\$6,000.00	\$14,170.00 Hourly
Environmental – Phase 3B	\$0.00	\$0.00	\$0.00	\$11,500.00	\$19,670.00 Hourly
Surveying	\$19,860.00	\$19,300.00	\$0.00	\$33,600.00	\$72,760.00 Hourly
Conceptual Design – Phase 3B	\$0.00	\$0.00	\$0.00	\$28,200.00	\$28,200.00 Hourly
Preliminary Design – Phase 3B	\$0.00	\$0.00	\$0.00	\$33,600.00	\$33,600.00 Hourly
Final Design	\$54,370.00	\$93,700.00	\$22,900.00	\$7,600.00	\$178,570.00 Hourly
Final Design – Phase 3B	\$0.00	\$0.00	\$0.00	\$43,000.00	\$43,000.00 Hourly
Final Design – Water & Sewer Phase 2	\$0.00	\$32,500.00	\$8,950.00	\$0.00	\$41,450.00 Hourly
Final Design – Water & Sewer Phase 3A	\$0.00	\$35,600.00	\$0.00	\$0.00	\$35,600.00 Hourly
Waterline Relocations - Phase 3B	\$0.00	\$0.00	\$0.00	\$32,900.00	\$32,900.00 Hourly
Property Acquisition Services	\$25,980.00	\$0.00	\$0.00	\$19,100.00	\$45,080.00 Hourly
Bidding Services	\$10,700.00	\$0.00	\$3,700.00	\$19,400.00	\$33,800.00 Hourly
Construction Phase Services – Phase 2	\$0.00	\$0.00	\$155,950.00	\$24,900.00	\$180,850.00 Hourly
Construction Phase Services – Phase 3A	\$0.00	\$0.00	\$0.00	\$263,300.00	\$263,300.00 Hourly
Construction Phase Services – Phase 3B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 Hourly
TOTAL FEE	\$119,980.00	\$181,600.00	\$191,500.00	\$534,500.00	\$1,027,580.00

Increase the total amount paid to GARVER under this agreement by **\$534,500.00** from **\$493,080.00** to **\$1,027,580.00**.



APPENDIX B – HOURLY RATES AND FEE SPREADSHEETS

The attached Appendix B fee spreadsheets that include the hourly estimates for the Amendment No. 3 additional services shall be added to the agreement.

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF SPRINGDALE

GARVER, LLC

By: _____
Signature

By: Ronald S. Petrie
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 8/16/2022

Attest: _____

Attest: Luke Freedle

APPENDIX A – SCOPE OF SERVICES

AMENDMENT NO. 3

1. General

Generally, the scope of services includes the following:

- Plan changes per ARDOT for Phase 2.
- The 2nd rebid of Phase 2.
- Additional construction phase services for Phase 2 per ARDOT requirements.
- Cultural Resources Survey for Phase 3A
- Construction phase services for Phase 3A.
- Surveying, design services, environmental handling/documentation, property acquisition documents, and bidding for Phase 3B.

2. Surveys – Phase 3B

2.1. Design Surveys

Garver will utilize field survey data for designing the project obtained previously on another Garver project.

Garver will coordinate with a utility marking service to identify utilities along the corridor of the project. Garver will supplement previous survey data with these marked utilities and any other pertinent infrastructure improvements made by others that may be present at and/or along the project site. Garver will establish control points for use during construction.

2.2. Property Surveys

Garver will utilize previously obtained monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver.

3. Geotechnical Services – Phase 3B

Provide geotechnical investigations and recommendations for the following including trail subgrade, foundation design of the proposed 12'x10' precast concrete RCB tunnel structure and large modular block retaining wall structures. Borings will be performed at the following locations:

- East and west ends at the Hwy. 265 tunnel crossing – Two (2) borings 20-ft in depth.
- Retaining walls for Hwy. 265 tunnel crossing – Two (2) borings 20-ft in depth.
- Along the trail corridor as identified – Two (2) borings 10 to 15-ft in depth.

4. Coordination – Phase 3B

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver coordinate among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will coordinate with the Owner, Contractor, and public agencies as defined below.

Garver will also attend coordination meetings with the Owner and other agencies as required. Garver will prepare exhibits for these meetings when appropriate.

Garver will prepare for and conduct one (1) public meeting for Phase 3B. The purpose of this public meeting will be to gather input on route for Phase 3B. Garver will prepare a synopsis of the feedback received at the public meeting and present to the City.

5. Environmental Services – Phases 3A and 3B

For Phase 3A, Garver will perform a Phase 1 cultural resources survey that meets ARDOT & SHPO requirements. Specific tasks include:

- Field Survey utilizing shovel test excavations in 20-meter intervals along the project area to identify and assess the status of any cultural deposits or features including historic structures.
- Research of historic records and assessment of any potential historic structures.
- Laboratory analysis of any discovered artifacts.
- Prepare a cultural resources report that will include information on any archeological sites identified and recommendations for the proposed project to be in compliance with federal and state regulations regarding cultural resources.
- Submit report and provide coordination with ARDOT and SHPO to obtain approval.

For Phase 3B, Garver will work to obtain the appropriate environmental permits from the Arkansas Department of Environmental Quality (ADEQ) and to perform the initial habitat consultation with the US Fish and Wildlife Service (USFWS). A wetland delineation will be conducted, which will include requesting a Preliminary Jurisdictional Determination (PJD) from the US Army Corps of Engineers (USACE).

6. Conceptual Design (30%) – Phase 3B

The conceptual design phase submittal will include typical sections, plan & profile sheets showing horizontal and vertical alignment, Hwy. 265 crossing plan with proposed layout of tunnel and retaining walls, drainage improvements, conceptual lighting layout, horizontal layout of waterline relocations, and an opinion of probable construction cost.

The conceptual design phase will represent approximately 30 percent of final construction contract plans. Garver will not begin preliminary design until the conceptual design is approved by the Owner in writing.

7. Preliminary Design (60%) – Phase 3B

The preliminary design phase submittal will include typical sections, plan & profile sheets showing horizontal and vertical alignment, cross sections, maintenance of traffic plans per ARDOT requirements, drainage improvements, signing and striping plans, trail and tunnel lighting, detailed layout for the tunnel and retaining walls near Hwy. 265, plan and profile drawings of the water line relocations showing horizontal and vertical alignments, and an opinion of probable construction cost. A preliminary drainage report will be prepared and submitted for review.

The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will not begin final design until the preliminary design is approved by the Owner in writing.

8. Final Design (90% and 100%) – Phases 2 & 3B

Garver will make the necessary revisions to the Plans and Specifications resulting from changes requested from ARDOT during Bidding for Phase 2. These changes include detailed ARDOT Maintenance of Traffic Plans and Tunnel Typical Section revisions.

For Phase 3B Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. A final drainage report will be prepared and submitted for review. Garver will also make any needed plan changes as a result of the final reviews and/or special easement acquisition considerations and prepare the construction documents as required to advertise for bids.

Garver will also prepare, submit, and coordinate approval of a Stormwater Pollution Prevention Plan (SWPPP) with ADEQ and permitting with ARDOT and the Arkansas Department of Health (ADH).

9. Property Acquisition Documents – Phase 3B

Garver will provide mapping as required for preparing easement acquisition documents for the Owner's use in acquiring the property. Documentation will include an individual tract map with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent trail easement, utility easement, and temporary construction easements for no more than 6 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

10. Bidding Services – Phases 2 & 3B

During the 2nd re-bid of Phase 2 and the bidding of Phase 3B improvements Garver will:

- A. Prepare and submit Advertisement for Bids to newspaper(s) for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
- B. Dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling).
- C. Support the contract documents by preparing addenda as appropriate.
- D. Participate in a pre-bid meeting if necessary.
- E. Attend the bid opening.
- F. Prepare bid tabulation.
- G. Evaluate bids and recommend award.
- H. Prepare construction contracts.

11. Construction Phase Services – Phase 2

After the 2nd Re-bid of Phase 2 Garver will provide the following additional services:

1. Prepare, attend and provide documentation for one (1) additional preconstruction meeting.
2. Evaluate and respond to additional construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract

- Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
3. Provide additional resident construction observation services for project work within ARDOT Right-of-Way. The proposed fee is based on an additional 4 hours per day, 5 days per week, for a 30-calendar-day time period. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

12. Construction Phase Services – Phases 3A

During the construction phase of work, Garver will provide construction engineering and part-time construction inspection services in accordance with ARDOT Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and ARDOT procedures for this project. More specifically, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor.
2. Provide supplemental utility coordination.
3. Prepare, attend and provide documentation for one (1) preconstruction meeting.
4. Attend monthly progress/coordination meetings (10 months) with the Owner/Contractor.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
6. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
7. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor. Pay applications and documentation to meet ARDOT requirements.
8. Prepare and furnish record drawings.
9. Provide part-time resident construction observation services for the 300-calendar-day construction contract performance time for Phase 3A. The proposed fee is based on approximately 4 hours per day, 5 days per week, for the duration of the stated contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
10. Provide coordination with the Owner's geotechnical consultant for Construction Materials Testing services.
11. When authorized by the Owner, prepare change orders for changes in the work from that

originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

12. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- A. Consult with and advise the Owner during the construction period.
- B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- C. Maintain a file of test reports, certifications, shop drawings and submittals, and other appropriate information.
- D. Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

13. Project Deliverables

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

- A. Digital copy of the Cultural Resources Report for Phase 3A.
- B. Digital copies of the plans for Phase 3B at 30%, 60%, and 90%.
- C. Digital copies of the revised plans.
- D. Digital copies of the Issued for Construction Plans and Project Manual for Phase 3A and 3B.
- E. One hardcopy each of the executed Project Manual to the Owner, Contractor, and Garver Resident Project Representative.
- F. Digital copies of the monthly progress reports.
- G. Digital copies of approved shop drawings/submittals from the Contractor.
- H. Digital copy set of Record Drawings.

14. Extra Work

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

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Construction materials testing.
- D. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items.
- E. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- F. Services after construction, such as warranty follow-up, operations support, etc.
- G. Permitting Fees other than the Arkansas Department of Health review fee.

- H. Litigation Assistance.
- I. Construction Phase Services for Phase 3B.

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

15. Schedule - Phase 3B

Garver shall begin work under this Agreement for Phase 3B within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Design and Property	30 days from NTP
Cultural Resource Report – Ph. 3A	30 days from NTP
Conceptual Design	60 days from completion of Surveys
Preliminary Design	60 days from approval of Conceptual Design
Final Design	90 days from approval of Preliminary Design
Property Acquisition Documents	30 days from approval of Preliminary Design



Appendix B
City of Springdale
Dean's Trail Phase 2 & 3 - Amendment No. 3
Garver Hourly Rate Schedule: July 2021 - June 2022

Classification	Rates
Engineers / Architects	
E-1.....	\$ 114.00
E-2.....	\$ 132.00
E-3.....	\$ 160.00
E-4.....	\$ 187.00
E-5.....	\$ 228.00
E-6.....	\$ 280.00
E-7.....	\$ 373.00
Planners / Environmental Specialist	
P-1.....	\$ 137.00
P-2.....	\$ 172.00
P-3.....	\$ 209.00
P-4.....	\$ 239.00
P-5.....	\$ 273.00
P-6.....	\$ 316.00
P-7.....	\$ 390.00
Designers	
D-1.....	\$ 106.00
D-2.....	\$ 124.00
D-3.....	\$ 148.00
D-4.....	\$ 172.00
Technicians	
T-1.....	\$ 83.00
T-2.....	\$ 105.00
T-3.....	\$ 128.00
Surveyors	
S-1.....	\$ 51.00
S-2.....	\$ 68.00
S-3.....	\$ 91.00
S-4.....	\$ 130.00
S-5.....	\$ 172.00
S-6.....	\$ 196.00
2-Man Crew (Survey).....	\$ 208.00
3-Man Crew (Survey).....	\$ 259.00
2-Man Crew (GPS Survey).....	\$ 228.00
3-Man Crew (GPS Survey).....	\$ 279.00
Construction Observation	
C-1.....	\$ 100.00
C-2.....	\$ 129.00
C-3.....	\$ 158.00
C-4.....	\$ 194.00
C-5.....	\$ 232.00
Management/Administration	
M-1.....	\$ 381.00
X-1.....	\$ 65.00
X-2.....	\$ 89.00
X-3.....	\$ 123.00
X-4.....	\$ 157.00
X-5.....	\$ 193.00
X-6.....	\$ 238.00
X-7.....	\$ 287.00
X-8.....	\$ 359.00
X-9.....	\$ 433.00

APPENDIX B - AMENDMENT NO. 3**CITY OF SPRINGDALE
DEAN'S TRAIL PHASE 2 & 3****FEE SUMMARY**

Title I Service	Original Contract	Amendment No. 1	Amendment No. 2	Amendment No. 3	Total Fees
Geotechnical Services	\$0.00	\$0.00	\$0.00	\$8,500.00	\$8,500.00
Additional Record Research - As needed	\$400.00	\$0.00	\$0.00	\$2,400.00	\$2,800.00
Utility Marking (ARKUPS)	\$500.00	\$500.00	\$0.00	\$500.00	\$1,500.00
Environmental Services - Phase 3A	\$8,170.00	\$0.00	\$0.00	\$6,000.00	\$14,170.00
Environmental Services - Phase 3B	\$0.00	\$0.00	\$0.00	\$11,500.00	\$11,500.00
Surveying	\$19,860.00	\$19,300.00	\$0.00	\$33,600.00	\$72,760.00
Conceptual Design - Phase 3B	\$0.00	\$0.00	\$0.00	\$28,200.00	\$28,200.00
Preliminary Design - Phase 3B	\$0.00	\$0.00	\$0.00	\$33,600.00	\$33,600.00
Final Design	\$54,370.00	\$93,700.00	\$22,900.00	\$7,600.00	\$178,570.00
Final Design - Phase 3B	\$0.00	\$0.00	\$0.00	\$43,000.00	\$43,000.00
Final Design - Water & Sewer - Phase 2	\$0.00	\$32,500.00	\$8,950.00	\$0.00	\$41,450.00
Final Design - Water & Sewer - Phase 3A	\$0.00	\$35,600.00	\$0.00	\$0.00	\$35,600.00
Waterline Relocations - Phase 3B	\$0.00	\$0.00	\$0.00	\$32,900.00	\$32,900.00
Property Acquisition Documents	\$25,980.00	\$0.00	\$0.00	\$19,100.00	\$45,080.00
Bidding Services	\$10,700.00	\$0.00	\$3,700.00	\$19,400.00	\$33,800.00
Subtotal for Title I Service	\$119,980.00	\$181,600.00	\$35,550.00	\$246,300.00	\$583,430.00
Title II Service					Estimated Fees
Construction Phase Services - Phase 2	\$0.00	\$0.00	\$155,950.00	\$24,900.00	\$180,850.00
Construction Phase Services - Phase 3A	\$0.00	\$0.00	\$0.00	\$263,300.00	\$263,300.00
Construction Phase Services - Phase 3B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal for Title II Service	\$0.00	\$0.00	\$155,950.00	\$288,200.00	\$444,150.00
Total All Services	\$119,980.00	\$181,600.00	\$191,500.00	\$534,500.00	\$1,027,580.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

ENVIRONMENTAL SERVICES - PHASE 3A

WORK TASK DESCRIPTION	E-4	E-1	P-2	P-1	T-1
	\$195.00	\$119.00	\$179.00	\$143.00	\$87.00
	hr	hr	hr	hr	hr
1. Environmental					
Subconsultant Coordination	1		2		
Coordination with SHPO			3		
Quality Control Review			2		
Subtotal - Environmental	1	0	7	0	0

Hours	1	0	7	0	0
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Salary Costs	\$195.00	\$0.00	\$1,253.00	\$0.00	\$0.00
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SUBTOTAL - SALARIES: \$1,448.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$32.00
Postage/Freight/Courier	\$20.00
Archeological Survey (Flat Earth Archeology)	\$4,500.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$4,552.00

TOTAL FEE: \$6,000.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

ENVIRONMENTAL SERVICES - PHASE 3B

WORK TASK DESCRIPTION	E-4	E-1	P-2	P-1	T-1
	\$195.00	\$119.00	\$179.00	\$143.00	\$87.00
	hr	hr	hr	hr	hr
1. Project Management					
Administration and Coordination	2		2		
Quality Control Review	2		2		
Submittals to Client	1				
Subtotal - Project Management	5	0	4	0	0
2. Environmental - SWPPP					
E&SC Plans	2	8	2		4
SWPPP Report	2	4	4		
ADEQ Coordination & Revisions	1		2	4	2
USFWS Coordination - Initial Habitat Assmt.			1	4	
Subtotal - Environmental - SWPPP	5	12	9	8	6
4. Wetland Delineation & USACE Coordination					
Wetland Delineation & Summary Report	1	2	2	18	
USACE Coordination for a PJD			1	2	
Subtotal - Wetland Delineation & USACE Coordination	1	2	3	20	0
Hours	11	14	16	28	6
Salary Costs	\$2,145.00	\$1,666.00	\$2,864.00	\$4,004.00	\$522.00

SUBTOTAL - SALARIES: \$11,201.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$100.00
Postage/Freight/Courier	\$60.00
Permit Review Fees to be paid for directly by Owner	\$0.00
Travel Costs	\$139.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$299.00

TOTAL FEE: \$11,500.00

Appendix B

City of Springdale Dean's Trail Phase 2 & 3 - Amendment No. 3

SURVEYS - PHASE 3B

WORK TASK DESCRIPTION	E-4	S-5	S-4	T-1	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$195.00	\$179.00	\$136.00	\$87.00	\$217.00	\$238.00
	hr	hr	hr	hr	hr	hr
1. Project Management						
Administration and Coordination	6	8				
Quality Control Review		2	2			
Submittals to Client		2				
Subtotal - Project Management	6	12	2	0	0	0
2. Topographic Survey						
Horizontal and Vertical Control			2		4	4
Additional Topo and Locate Utilities		4	8		24	16
Data Processing (Add to basemap)		2	16	8		
Locate Control Points for Contractor (Phase 3A)			2		4	8
Locate Control Points for Contractor (Phase 3B)			2		4	8
Subtotal - Topographic Survey	0	6	30	8	36	36
3. Property Survey						
Property Surveys		2	8		10	10
Adjustments to Trail Easements per Owner Revisions		2	8			
Subtotal - Property Survey	0	4	16	0	10	10

Hours	6	22	48	8	46	46
Salary Costs	\$1,170.00	\$3,938.00	\$6,528.00	\$696.00	\$9,982.00	\$10,948.00

SUBTOTAL - SALARIES: \$33,262.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$60.00
Postage/Freight/Courier	\$50.00
Survey Supplies	\$50.00
Travel Costs	\$178.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$338.00

TOTAL FEE: \$33,600.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

CONCEPTUAL DESIGN - PHASE 3B

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1	P-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00	\$143.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management								
Administration and Coordination	2		4					
Quality Control Review	2		4					
Submittals to Client and ARDOT			2					
Subtotal - Project Management	4	0	10	0	0	0	0	0
2. Civil Engineering								
Prepare Exhibits for Public Meeting	1		4			8	8	
Public Meeting for Phase 3B Alignment	2		4			4		4
Public Meeting Synopsis and Follow-up	2		4					4
Conceptual Plans (30%)								
Title Sheet, General Notes, and Index			1			4	8	
Typical Sections			2			4	4	
Plan & Profile Sheets			12			30	16	
Drainage Improvements			2			8		
Lighting Layout			2			2		
Coordination with Utility Companies			2					
Coordination and Meetings with Owner	2		4					
Quantities			2			4		
Opinion of Probable Construction Cost	1		2			4		
Subtotal - Civil Engineering	8	0	41	0	0	68	36	8
3. Structural Engineering								
Tunnel Layout			2			4	2	
Retaining Walls Layout			2			4	2	
Subtotal - Structural Engineering	0	0	4	0	0	8	4	0
Hours	12	0	55	0	0	76	40	8
Salary Costs	\$3,504.00	\$0.00	\$10,725.00	\$0.00	\$0.00	\$9,044.00	\$3,480.00	\$1,144.00

SUBTOTAL - SALARIES: \$27,897.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$192.00

Postage/Freight/Courier \$49.00

Travel Costs \$62.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$303.00

TOTAL FEE: \$28,200.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

PRELIMINARY DESIGN - PHASE 3B

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2		4				
Quality Control Review	2		4				
Submittals to Client and ARDOT			2				
Subtotal - Project Management	4	0	10	0	0	0	0
2. Civil Engineering							
Preliminary Plans (60%)							
Typical Sections			1			2	
Plan & Profile Sheets			8			30	16
Cross Sections			2			8	4
Drainage Improvements			2			8	
Erosion Control Plan			2			8	4
Maintenance of Traffic Plan			8			16	16
Signing and Striping Plan			2			8	8
Trail and Tunnel Lighting			2			2	
Preliminary Drainage Report			4			16	4
Coordination with Geotechnical Subconsultant			2				
Coordination with Utility Companies			2				
Coordination and Meetings with Owner	2		4				
Coordination with ARDOT	1		2				
Quantities			2			8	
Opinion of Probable Construction Cost	1		2			2	
Subtotal - Civil Engineering	4	0	45	0	0	108	52
3. Structural Engineering							
Retaining Wall Layout/Elevations			2			8	8
Tunnel Headwall Layout			1			2	4
Subtotal - Structural Engineering	0	0	3	0	0	10	12
Hours	8	0	58	0	0	118	64
Salary Costs	\$2,336.00	\$0.00	\$11,310.00	\$0.00	\$0.00	\$14,042.00	\$5,568.00

SUBTOTAL - SALARIES: \$33,256.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$220.00
Postage/Freight/Courier	\$50.00
Travel Costs	\$74.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$344.00

SUBTOTAL: \$33,600.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$33,600.00

Appendix B

City of Springdale Dean's Trail Phase 2 & 3 - Amendment No. 3

FINAL DESIGN - Phase 2

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2						
Quality Control Review	2		4				
Subtotal - Project Management	4	0	4	0	0	0	0
2. Civil Engineering							
2nd Re-bid of Phase 2							
ARDOT Maintenance of Traffic Plans	2		8				8
Tunnel Typical Section Revisions	2		4				
Meetings / Coordination with Owner and ARDOT	2		4				
Subtotal - Civil Engineering	6	0	16	0	0	0	8
3. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0

Hours	10	0	20	0	0	0	8
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Salary Costs	\$2,920.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$696.00
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SUBTOTAL - SALARIES: \$7,516.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$34.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$84.00

TOTAL FEE: \$7,600.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

FINAL DESIGN - PHASE 3B

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4		8				
Quality Control Review	4		8				
Submittals to Client and ARDOT			4				
Subtotal - Project Management	8	0	20	0	0	0	0
2. Civil Engineering							
Final Plans (90%)							
Typical Sections			1			2	
Plan & Profile Sheets			8			30	16
Cross Sections			2			4	4
Maintenance of Traffic Plan			2			4	4
Drainage Improvements			2			8	
Driveways			1			2	2
Signing and Striping Plan			2			8	4
Special Details			2			6	4
Erosion Control Plans			2			8	4
Trail and Tunnel Lighting			2			2	
Final Drainage Report			2			8	4
Coordination with Utility Companies			2				
Coordination and Meetings with Owner	2		4				
Coordination with ARDOT	1		2				
Specifications/Contract Documents			8			4	
Quantities			4			8	
Opinion of Probable Construction Cost	1		4			4	
Plan Revisions from 90% Review	2		4			8	16
Subtotal - Civil Engineering	6	0	54	0	0	106	58
3. Structural Engineering							
Retaining Wall Layout/Elevations			4			8	8
Structural Details			4			8	8
Structural Specifications			2				
Plan Revisions from 90% Review			2			4	4
Subtotal - Structural Engineering	0	0	12	0	0	20	20

Hours 14 0 86 0 0 126 78

Salary Costs \$4,088.00 \$0.00 \$16,770.00 \$0.00 \$0.00 \$14,994.00 \$6,786.00

SUBTOTAL - SALARIES: \$42,638.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$212.00
Postage/Freight/Courier \$50.00
Travel Costs \$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$362.00

TOTAL FEE: \$43,000.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

WATERLINE RELOCATIONS - PHASE 3B

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination				4			
Quality Control Review	4	10		8			
Submittals to Springdale Water Utilities				16		8	
Subtotal - Project Management	4	10	0	28	0	8	0
2. Conceptual Plans (30%)							
Horizontal Alignments				8		4	
Quantities				2			
Opinion of Probable Construction Cost				2			
Subtotal - Conceptual Plans (30%)	0	0	0	12	0	4	0
3. Preliminary Plans (60%)							
Horizontal Alignment Revisions				4			
Plan & Profile Sheets				16		16	16
Quantities				4			
Opinion of Probable Construction Cost				2			
Subtotal - Preliminary Plans (60%)	0	0	0	26	0	16	16
4. Final Plans (90%)							
Plan & Profile Sheets				8		12	16
Typical Details				2			4
Quantities				4			4
Opinion of Probable Construction Cost				2			
Specifications/Contract Documents				8			
Coordination with ADH				8			4
Revisions from ADH Review				8			2
Revisions from Owner's 90% Review				8		8	
Subtotal - Final Plans (90%)	0	0	0	48	0	20	30

Hours	4	10	0	114	0	48	46
Salary Costs	\$1,168.00	\$2,380.00	\$0.00	\$19,038.00	\$0.00	\$5,712.00	\$4,002.00

SUBTOTAL - SALARIES: \$32,300.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$0.00
Dept. of Health Review Fee	\$500.00
Travel Costs	\$50.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$600.00

TOTAL FEE: \$32,900.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

PROPERTY ACQUISITION DOCUMENTS - PHASE 3B

WORK TASK DESCRIPTION	E-4	S-5	S-4	T-1	2-Man Crew (Survey)	2-Man Crew (GPS Survey)
	\$195.00	\$179.00	\$136.00	\$87.00	\$217.00	\$238.00
	hr	hr	hr	hr	hr	hr
1. Project Management						
Administration and Coordination	2					
Quality Control Review		4	4			
Submittals to Client and ARDOT		2	2			
Subtotal - Project Management	2	6	6	0	0	0
2. Acquisition Documents						
Verify Ownership Changes from Record Research			4			
Permanent Multi-Use Trail Easement Documents		16	32			
Temporary Construction Easements		4	8			
Stake Proposed Easement (Maximum 5 Parcels)			4		8	20
Subtotal - Acquisition Documents	0	20	48	0	8	20

Hours	2	26	54	0	8	20
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Salary Costs	\$390.00	\$4,654.00	\$7,344.00	\$0.00	\$1,736.00	\$4,760.00
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SUBTOTAL - SALARIES: **\$18,884.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$116.00
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Travel Costs	\$100.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$216.00**

TOTAL FEE: **\$19,100.00**

Appendix B

City of Springdale Dean's Trail Phase 2 & 3 - Amendment No. 3

BIDDING SERVICES - PHASES 2 & 3B

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	4		4				
Quality Control Review	2		8				
Subtotal - Project Management	6	0	12	0	0	0	0
2. Civil Engineering							
2nd Re-bid of Phase 2							
Dispense plans and specs to prospective bidders			2				
Addendums/Inquiries	2		6				
Pre-Bid Meeting	1		2				
Bid Opening			1				
Prepare bid tabulation			1				
Evaluate bids and recommend award	1		2				
Prepare construction contracts			6				
Notice to Proceed			2				
<i>Phase 3A Bidding included in previous Contract Amendment</i>							
Phase 3B							
Dispense plans and specs to prospective bidders			2				
Addendums/Inquiries	2		8				
Pre-Bid Meeting	2		4				
Bid Opening			2				
Prepare bid tabulation			2				
Evaluate bids and recommend award	2		4				
Prepare construction contracts			6				
Notice to Proceed			2				
Subtotal - Civil Engineering	10	0	52	0	0	0	0
3. Structural Engineering							
Addendums/RFIs			10				
Subtotal - Structural Engineering	0	0	10	0	0	0	0

Hours	16	0	74	0	0	0	0
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Salary Costs	\$4,672.00	\$0.00	\$14,430.00	\$0.00	\$0.00	\$0.00	\$0.00
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SUBTOTAL - SALARIES: \$19,102.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$200.00
Postage/Freight/Courier	\$50.00
Travel Costs	\$48.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$298.00

TOTAL FEE: \$19,400.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 3

CONSTRUCTION PHASE SERVICES - PHASE 2

WORK TASK DESCRIPTION	E-6	E-4	E-3	C-4	C-3	X-2
	\$292.00	\$195.00	\$167.00	\$202.00	\$165.00	\$93.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Additional Services for 2nd Re-Bid of Phase 2						
Prepare, Attend and Document Preconstruction Meeting	2	4		2	6	
Review Contractor's Schedules		4				
Review and Respond to Contractor's Shop Drawings/Roadway	2	16				
Utility Redesign and Meetings Due to Inaccurate Record Drawings			20			
Additional Resident Construction Observation Inside ARDOT Hwy. 265 ROW (21 Working Days - 5 days/wk - Additional 4 hrs/day)					84	
Subtotal - Civil Engineering	4	24	20	2	90	0
Hours	4	24	20	2	90	0
Salary Costs	\$1,168.00	\$4,680.00	\$3,340.00	\$404.00	\$14,850.00	\$0.00
SUBTOTAL - SALARIES:	\$24,442.00					
<u>DIRECT NON-LABOR EXPENSES</u>						
Document Printing/Reproduction/Assembly	\$60.00					
Postage/Freight/Courier	\$52.00					
Travel Costs	\$346.00					
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$458.00					
TOTAL FEE:	\$24,900.00					

Appendix B

City of Springdale Dean's Trail Phase 2 & 3 - Amendment No. 3

CONSTRUCTION PHASE SERVICES - PHASE 3A

WORK TASK DESCRIPTION	E-6	E-4	C-4	C-3	X-2
	\$292.00	\$195.00	\$202.00	\$165.00	\$93.00
	hr	hr	hr	hr	hr
1. Civil Engineering					
Prepare, Attend and Document Preconstruction Meeting	2	4	1	6	
Supplemental Utility Coordination		12		4	
Review Contractor's Schedules		4			
Review and Respond to Contractor's Shop Drawings/Roadway	2	16			
Monthly Progress Meetings with Contractor and City (10 Months)	4	30	10	40	
Site Visits and Support of City/Resident	4	24	16		
Resident Construction Observation (214 Working Days - 5 days/wk - Avg. 4 hrs/day)				856	
Coordination with Contractor/RFI Responses		20	16		
Review and Process Daily reports per ArDOT procedures				214	
Review and Process Monthly Pay Requests per ArDOT procedures (10 Mos.)		10	10		
Prepare and Submit Monthly Progress Reports(10 Months)		10			
Process Certified Payrolls and Conduct Quarterly Wage Rate Interviews		8		8	40
Prepare Change Orders	1	8	4		
Substantial Completion Project Inspection and Punchlist	1	8	4	8	
Final Project Inspection and Punchlist		4	1	4	
Coordination with City/ArDOT		16	4		
Coordination with Materials Testing Firm				4	
Record Drawings (Hardcopy and Electronic)		8		8	16
Title II Administration	16	4	4		
Subtotal - Civil Engineering	30	186	70	1152	56
2. Structural Engineering					
Coordination with Contractor/RFI Responses		8			
Review and respond to Contractor's shop drawings		8			
Subtotal - Structural Engineering	0	16	0	0	0
3. Electrical Engineering					
Coordination with Contractor/RFI Responses		8			
Review and respond to Contractor's shop drawings		8			
Subtotal - Electrical Engineering	0	16	0	0	0

Hours	30	218	70	1152	56
Salary Costs	\$8,760.00	\$42,510.00	\$14,140.00	\$190,080.00	\$5,208.00

SUBTOTAL - SALARIES: \$260,698.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$550.00
Postage/Freight/Courier	\$52.00
Travel Costs	\$2,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$2,602.00

TOTAL FEE: \$263,300.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN ENGINEERING SERVICES CONTRACT FOR AN
EXTENSION OF THE SPRING CREEK TRAIL.**

WHEREAS, the City of Springdale is planning an extension of the Spring Creek Trail, Phase III, from the Hunt Family Ozark Highlands Nature Center to Whittle Road;

WHEREAS, using the procurement procedures required by State law, the program management team has selected McClelland Consulting Engineers as the most qualified firm, and they have designed prior phases of this Project; and

WHEREAS, the engineer's fee shall not exceed \$110,670.00 for Design Services, Geotechnical Investigations, Right-of-Way Surveys, Property Records Searches, and Easement Document Preparation. Construction Services are not included in this contract.

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

Section 1: Expenditures for this contract will be paid from the 2022 Street fund budget.

Section 2: The Mayor and City Clerk are hereby authorized to execute an engineering services contract with McClelland Consulting Engineers for design of an extension of Spring Creek Trail from the Hunt Family Ozark Highlands Nature Center to Whittle Road;

Section 3: The Mayor is hereby authorized, for this project, to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

Section 4: The Mayor is hereby authorized to execute change orders to this contract provided the change order does not exceed 10% of the original contract price.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

McCLELLAND CONSULTING ENGINEERS, INC.

for

SPRING CREEK TRAIL EXTENSION PHASE III: AGFC TO WHITTLE ROAD

PROJECT NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and McClelland Consulting Engineers, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

The project includes the extension of Spring Creek Trail as a 12' wide concrete trail for approximately 2,455 linear feet from the existing western end of Spring Creek Trail on Arkansas Game and Fish Commission Property west, crossing under I-49 adjacent Spring Creek and, terminating at Whittle Road. The project design scope will include topographical and geotechnical investigations, hydraulic modelling of Spring Creek, ARDOT air space permit under I-49, trail design, bicycle and pedestrian pavement markings and signage and franchise utility coordination as needed. See Exhibit 1 for a project alignment plan and, Exhibit 2 for the impact of the FEMA regulated flood hazard zones on the trail alignment.

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

ARTICLE I GENERAL

Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.

1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

ENGINEER: McClelland Consulting engineers, Inc.
1580 E. Stearns Street
Fayetteville, AR 72703

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment “A”, which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY’s requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in a timely manner. The time associated with gaining both FEMA and ARDOT approvals is not known, as such a detailed design schedule has not been developed. Attachment “B” – Schedule is not included in this agreement.
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment “A” to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER’s profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

ARTICLE V
RESPONSIBILITIES OF THE CITY

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

ARTICLE VI INSURANCE

Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - \$100,000 Per Occurrence
Coverage C - \$100,000/\$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
	OR
Single Limit:	\$2,000,000 each occurrence
Bodily Injury	
Property Damage	

- a. Completed Operation/Products
- b. Contractual Liability for Specified Agreement
- c. Personal Injury

d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

Bodily injury and Property Damage Combined Including: (See Note 1)

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing,

environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment “D”.
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment “D” represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.
- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or

of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI HAZARDOUS ENVIRONMENTAL CONDITIONS

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.

Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII TERMINATION

Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:

12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and

12.0-2. An opportunity for consultation and 30-day cure period with the terminating party prior to termination.

Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

- Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.
- Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

ARTICLE XIII

PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

- Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with a mutually agreed project schedule yet to be determined or pay liquidated damages in the amount of \$500.00 for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as “Contract Time”). As such Attachment “B” – Schedule is not included in this agreement.
- Sec. 13.1 Contract Time shall begin on the date of written Notice to Proceed. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 days of receipt of deliverables required for each phase and the City will provide a written notice of acceptance. If the deliverables submitted are in compliance with the requirements of the Scope of Services, The ENGINEER may proceed to the next design phase. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER. The ENGINEER may not proceed to the next design phase until a complete submittal that complies with contract requirements is provided.
- Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

McCLELLAND CONSULTING ENGINEERS, INC.

By:_____

By: Kevin Beaumont_____

Honorable Doug Sprouse, Mayor
Title

Vice President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION PHASE III: AGFC TO WHITTLE ROAD
PROJECT NO. _____

1) Scope of Project

PROJECT DESCRIPTION:

- a) The project includes;
 - i) extension of Spring Creek Trail for approximately 2,455 linear feet (0.46 mile); 12' width concrete, multi-use trail with a point of beginning at the western limit of the Spring Creek Trail Phase II located on Arkansas Game & Fish Commission property (AGFC), and heading west to a point of termination at Whittle Road (See Exhibit 1 attached),
 - ii) hydraulic modelling of proposed trail crossing under I-49 bridge within existing floodway of Spring Creek and coordination with FEMA (See impact of FEMA regulated flood hazard zones on proposed trail alignment),
 - iii) fencing,
 - iv) associated storm drainage design,
 - v) coordination with SWU regarding 21" sanitary sewer and 24" waterline crossings.
 - vi) coordinate with ARDOT throughout design process, to include design reviews, so as to obtain the proper permits regarding all work taking place inside their right-of-way, to include preparation and approval of air space permit under I-49.
- b) Perform investigation of franchise utility facilities and recommend appropriate utility relocations, as needed.
- c) Coordinate with relevant regulatory agencies (FEMA, ADEQ etc.) to resolve any environmental issues and obtain permits.
- d) Provide related design services including but not limited to topographic and utility surveys, geotechnical, environmental, and easement acquisition documents.

2) Engineering Services

The Scope of Engineering Services of the ENGINEER as described in the Agreement are further defined and described hereinafter in Section 3 through Section 12 inclusive. Other services requested by the CITY shall be considered additional services and shall be negotiated either as an amendment to this agreement or by way of a separate agreement and, shall be submitted to the CITY for approval prior to work commencing.

Services NOT included in the scope include:

- a. Non-destructive site investigation of buried infrastructure/utilities, using hydrovac or similar, to determine accurate elevations of each.

3) Topographic Surveys

- a) Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the State Plane Coordinate System.
- b) Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features on subject property located within 25 feet of each side of proposed street centerline, and any additional areas, features, or structures necessary to complete project design as determined by the ENGINEER.
- c) Cross section centerline at 50-foot intervals, plus breaks, for a width of 50 feet to define existing conditions.
- d) Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.)
- e) Set temporary bench marks on each site.
- f) All surveys shall be performed to a minimum of third order accuracy.

4) Utility Surveys and Coordination

- a) Request location and size of existing overhead and underground utilities from the utility companies.
- b) Field locate known, marked and/or observable utilities within the project area.
- c) Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility

facilities shall be undertaken by the City unless otherwise agreed.

- d) Using utility field survey data, show existing utilities on plans.
- e) Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will schedule all meetings with utility companies.

5) **Geotechnical Investigations**

- a. Perform geotechnical investigations in accordance with City criteria, to include test pits and/or boring to a maximum depth of 8' along the project length to confirm the soil classification, moisture content, gradations etc. of native soils. An allowance of three feet of select fill material shall be carried through the project design and budgeting phases in areas that are not readily accessible for investigation. This depth is based on knowledge of similar projects and investigations in the area, it also accounts for potential cut related to the alluvial/sedimentary elements of the project area.
- b. Analyze the data, and prepare a geotechnical report for the Project including final recommendations for site grading, slope stability, embankments and subgrade conditions.

6) **Conceptual Design Phase (30%)**

- a. Prepare drawings on 34" x 22" sheets with horizontal scale of drawings at 1-inch equals 50 feet or larger and vertical scale to be 1-inch equals 5 feet. Plans and data shall include the following information:
 - i. Survey data, existing improvements, boring locations, bench marks and horizontal control, and existing and proposed right-of-way.
 - ii. Locations of proposed structures, facilities, and amenities along with profile grades where appropriate (i.e. trails and/or sidewalks).
 - iii. Top of bank lines, toe of slope lines, and cross sections of any proposed drainage channels.
 - iv. Drainage information on concept plans shall include approximate location, size and type of major structures.

7) **Preliminary Design Phase (60%)**

- a. Prepare drawings on 34" x 22" sheets with horizontal scale of drawings at 1-inch equals 50 feet or larger and vertical scale to be 1-inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:

- i. Draft preliminary notes on plans to fully describe the construction work to be performed.
 - ii. Prepare preliminary storm water and erosion control plans.
 - iii. Prepare draft copy of special provisions (special conditions) to the construction specifications.
 - iv. Prepare preliminary cost estimates for project construction.
- b. Provide response to design review comments provided by CITY.

8) Final Design Phase (90%)

- a. Prepare final design calculations, plans, profiles, details, typical sections, cross sections, and other items.
- b. Prepare construction details which depict all typical items utilizing the CITY format and standard detail drawings where applicable.
- c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications.
- d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Provide construction bid proposal form in accordance with CITY format.
- f. Recommend construction contract time.
- g. Prepare complete construction specifications using City standard documents as available.
- h. Prepare opinions of probable costs (OPC).
- k. Provide response to design review comments provided by CITY.
- l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

9) Easement Document Preparation

- a. Easement document preparation shall not begin before review and approval of the 60% complete (preliminary) plans.
- b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.
- f. Prepare and submit Air Space Permit to ARDOT associated with trail within I-49 right-of-way.
- g. One electronic copy of the drawing and description shall be provided.

10) Bid/Award Phase

During the bidding phase of the project, the Engineer will provide access to construction contract documents to all prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting, if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, provide a recommendation regarding contract award, and prepare construction contracts.

11) Project Deliverables

- a. One PDF copy of the Geotechnical Report.
- b. One PDF copy of the hydraulic modeling calculations.
- c. One PDF copy of the 30% Design Plans, and cost estimates.
- d. One PDF copy of the 60% Design Plans, cost estimates and other supporting documents.

- e. One PDF copy of applicable sheets of the 30% and 60% Design Plans to each potentially affected utility company.
- f. One PDF copy of the 90% Design Plans, Specifications, cost estimate and other supporting documents.
- g. One PDF copy of the executed contract and construction specifications, including addenda.
- h. Three paper copies of the Construction Plans & Specifications to the Contractor.
- i. One PDF copy of the easement plans and acquisition documents.
- j. Electronic files as requested.

12) General

- a. Design shall follow current ASHTO Design Criteria, and where required, shall also follow the guidelines described in the City of Springdale Street Design Standards.
- b. Record drawings shall be provided in PDF format.
- c. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. The ENGINEER should anticipate a 20-business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- g. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract.

ATTACHMENT “D”
COMPENSATION
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION PHASE III: AGFC TO WHITTLE ROAD
PROJECT NO. _____

- CITY shall pay ENGINEER for Basic Services and Reimbursable Expenses rendered an amount not exceeding \$110,670.00.
- Basic Services: Payment by CITY shall be based on Services performed and expenses incurred during preceding billing period and shall be based on the ENGINEER’s Hourly Rate Schedule included as part of the Agreement and, as revised on an annual basis. Under runs for one pay category may be used to offset overruns in another category as long as the “Amount Not Exceeding” is not exceeded. Billing periods included on each statement will cover approximately one month of work. Statements will set forth the following: hours worked by each labor level, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

Basic Design Services:

▪ Design Phase	<u>\$ 45,845.00</u>
▪ Hydraulic Modelling	<u>\$ 36,000.00</u>

Surveying & Property Documents:

▪ Topographic Surveys	<u>\$ 5,750.00</u>
▪ ROW & Easements Documents	<u>\$ 6,000.00</u>
▪ Staking ROW & Easements	<u>\$ 1,250.00</u>
▪ Air Space Permit	<u>\$ 8,500.00</u>

<u>Geotechnical Investigations:</u>	<u>\$ 6,250.00</u>
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Total Design Related Services Fee	\$109,595.00
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- CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

WACO Title Searches	\$375
Utility Locates (estimated)	\$500
Miscellaneous, inc. mileage	\$200
Subtotal, Reimbursable Expenses	<u>\$1,075.00</u>

City of Springdale; Spring Creek Trail Phase III Extension: AGFC To Whittle Road



Whittle Road

Proposed 12' concrete trail

Proposed 12' concrete trail under I-49

Spring Creek

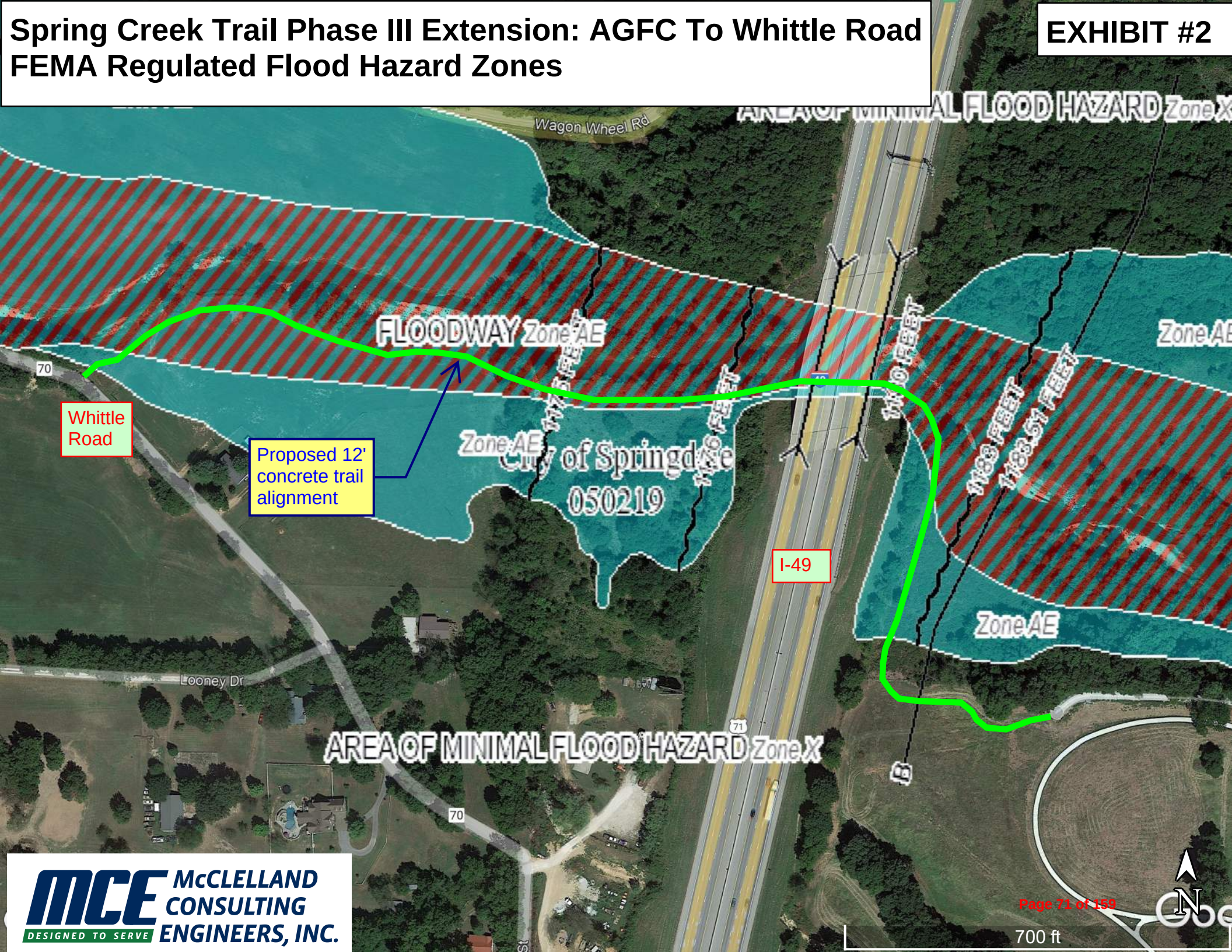
I-49

Trail connection to AGFC trail system

Arkansas State Game & Fish Commission

Spring Creek Trail Phase III Extension: AGFC To Whittle Road

FEMA Regulated Flood Hazard Zones





2022

McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

Chief Draftsman	\$95 - \$110
Clerical	\$45 - \$75
Construction Observer	\$70 - \$140
Draftsman	\$65 - \$95
Environmental Scientist/Designer	\$105 - \$120
Geotech Engineer	\$85 - \$170
GIS Technician	\$80 - \$140
HR/Payroll Admin	\$75-\$100
Landscape Architect	\$90 - \$140
Media Specialist	\$80 - \$100
Principal	\$160 - \$240
Project Accountant	\$70 - \$155
Project Designer	\$80 - \$140
Project Engineer	\$120 - \$175
Project Manager	\$120 - \$200
Registered Land Surveyor	\$95 - \$140
Soils Lab Technician	\$50 - \$135
Specification Writer	\$50 - \$90
Sr. Project Manager	\$140 - \$230
Survey (2 man or Robotic) Crew	\$115 - \$160
Survey (3 man) Crew	\$135 - \$195
Survey Field (1 Man or Rodman)	\$45 - \$105
Survey GPS	\$75 - \$130
Survey Technician	\$65 - \$95
Water Lab Supervisor	\$70 - \$120
Water Lab Tech	\$50 - \$95
Expenses	@ Cost
 Mileage	 .585/mi**

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

***Subject to change based on Internal Revenue Service (IRS) Guidelines/Regulations*

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR ARCHITECT SERVICES**

WHEREAS, the City of Springdale is planning to construct a new Senior Center, and

WHEREAS, using the procurement procedures required by State Law, the city has selected Core Architects to design the Springdale Senior Center, and

WHEREAS, the contract proposes a fee of 6% of the cost of work, totaling \$660,000.00, and

WHEREAS, project construction has been estimated to be \$11,000,000.00.

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

Section 1. Expenditures for the architectural work on this project will be paid from the General Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Core Architects, P.A. for the construction of the Springdale Senior Center.

PASSED AND APPROVED this 13th day of September, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



PROPOSAL FOR ARCHITECTURAL SERVICES

August 15, 2022

Colby Fulfer

Chief Of Staff to the Mayor of Springdale

cfulfer@springdalear.gov

Springdale Senior Center – Springdale, AR

Scope

Core Architects and consultants propose to provide the following services for a newly constructed Senior Center for the City of Springdale.

Core Architects will provide architectural and interior design services.

Consultants in the proposal include mechanical, electrical, plumbing, and structural engineers.

Civil Engineering, Survey, and Geo-Tech are not included in the following proposal.

Visioning Session & Building Concept:

20% \$132,000

- Meeting with client to discuss desired look of exterior as well as interior layout.
- Use the information gathered to produce exterior building sketches and renderings for approval.
- Exterior renderings and layouts for client's use and public engagement.

Construction Documents:

50% \$330,000

- Consultants will provide MEP design on the project.
- Consultants will provide structural design on the project.
- Construction Document coordination will take place between client and Core Team.

City & State Review

5% \$33,000

- Submit a full set of Construction Documents to the City and State for review.

Sub-Contractor Pricing:

5% \$33,000

- Review all bids turned in to General Contractor with client.

Construction Administration:

20% \$132,000

- Review shop drawings, submittals, respond to RFI's.
- Prepare punch list and ensure items are taken care of by the contractor.

Compensation

- Invoicing will be on a monthly basis and billed per portion of completion of each phase.

Fee based on \$11 million project budget at 6%

100% \$660,000



PROPOSAL FOR ARCHITECTURAL SERVICES

Additional Services:

- Any client plan revisions after bidding and / or permit set has been approved by client.
- Any value engineering options if established budget is reduced by client after permit set.
- Hourly not to exceed with amount to be approved before work commences.
- Hourly billing rate to be at an average of \$150 per hour.

Reimbursable Expenses

- Reimbursable expenses, including reprographics and review fees will be billed through with an additional 10% to cover administration and handling.

If the above proposal is acceptable, we will prepare an **AIA B105– 2017 Standard Short Form of Agreement Between Owner and Architect.**

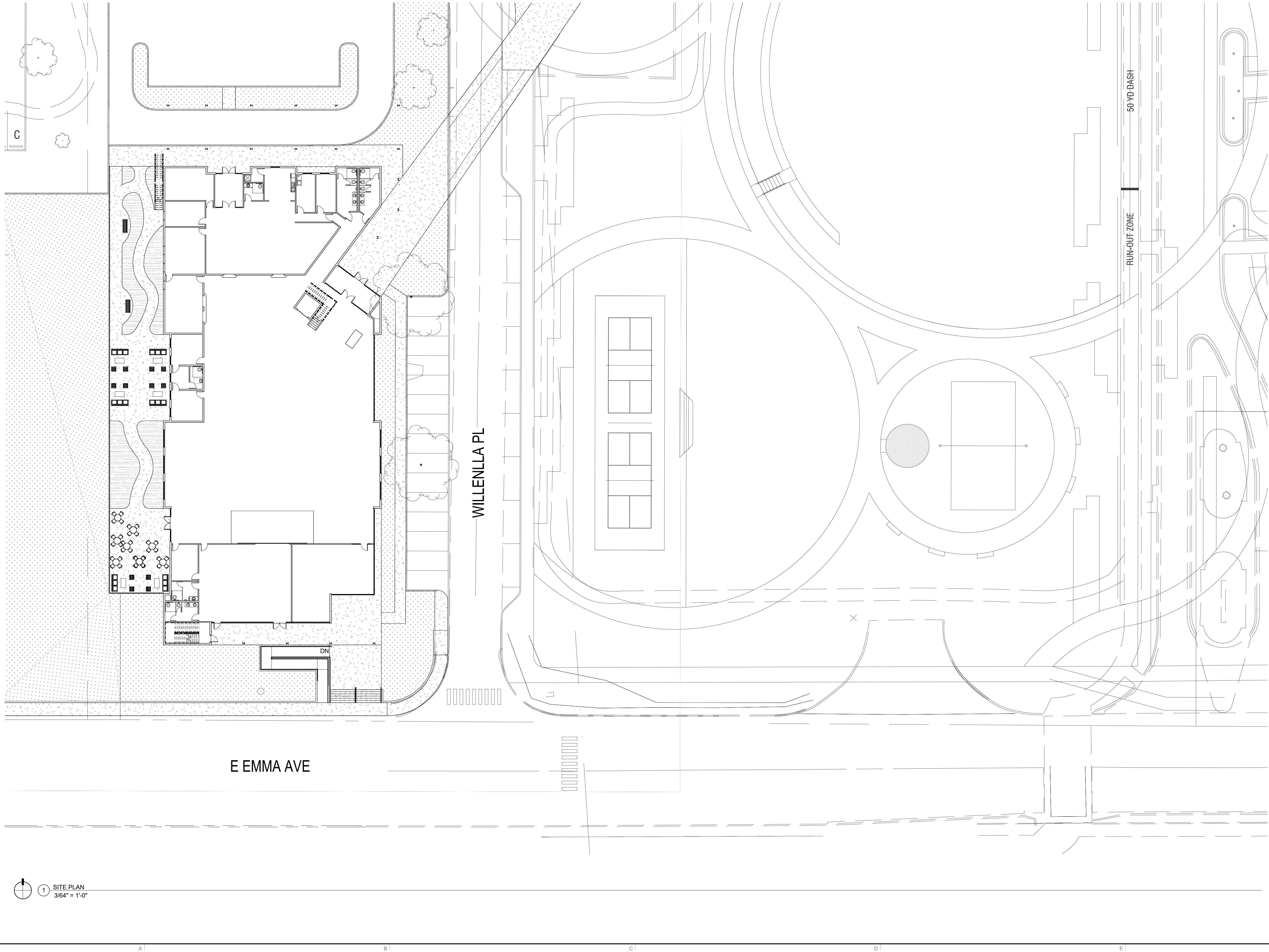
Respectfully,

A handwritten signature in black ink, appearing to read "Dusty Graham", written over a horizontal line.

Dusty Graham, AIA
Core Architects, Inc.



SPRINGDALE
SENIOR
CENTER



CORE ARCHITECTS

1000 S. OSAGE SPRINGS DR. - SUITE 100 - ROGERS, AR 72758
PH - 479.631.2673 FX - 479.631.2674 www.core-arch.com

ARCHITECT OF RECORD:
NOT FOR
CONSTRUCTION

REVISION		
NO.	ISSUE	DATE

CONSULTANT:

SPRINGDALE SENIOR
CENTER
SPRINGDALE, AR

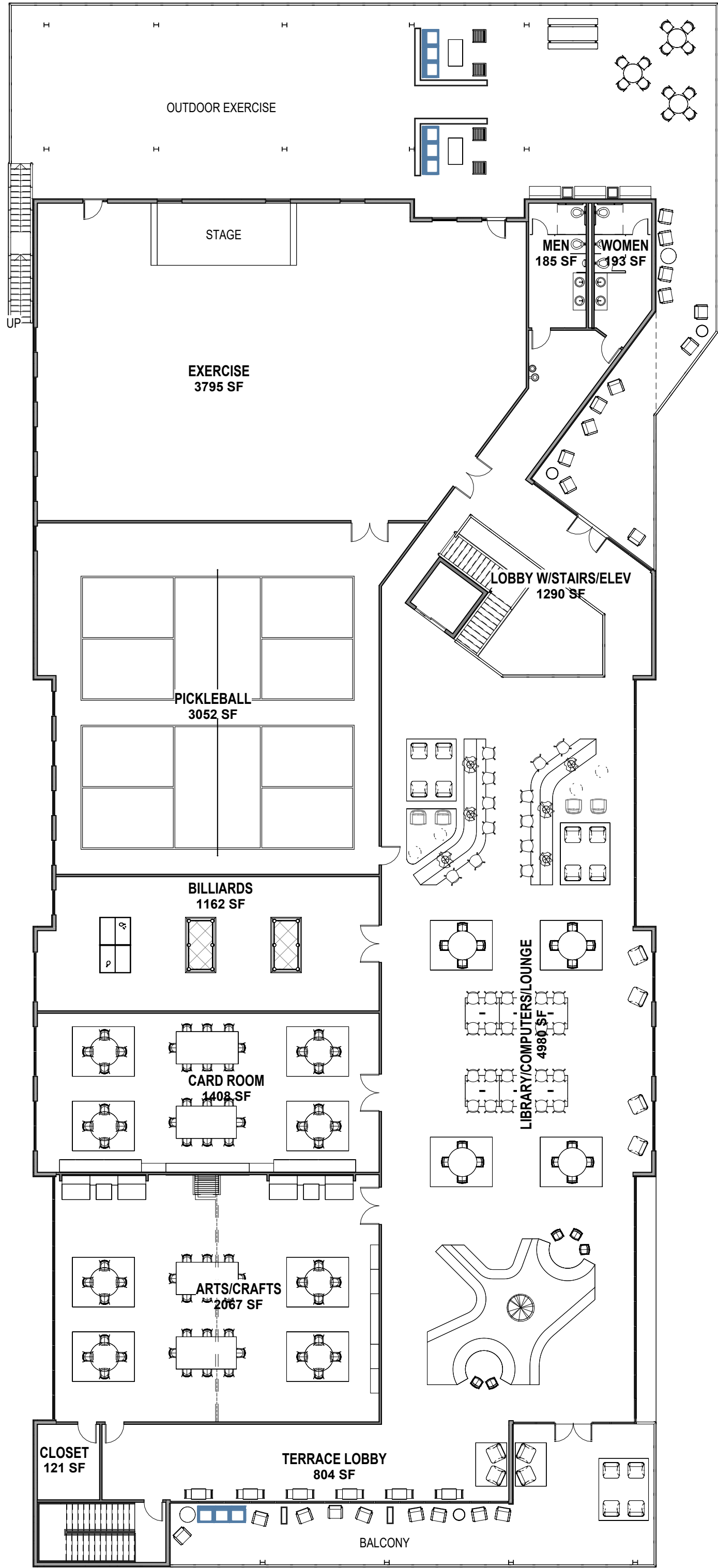
DRAWN BY:
CDM
CHECKED BY:
DG

PROJECT #:
22-032

DATE:
08.29.2022

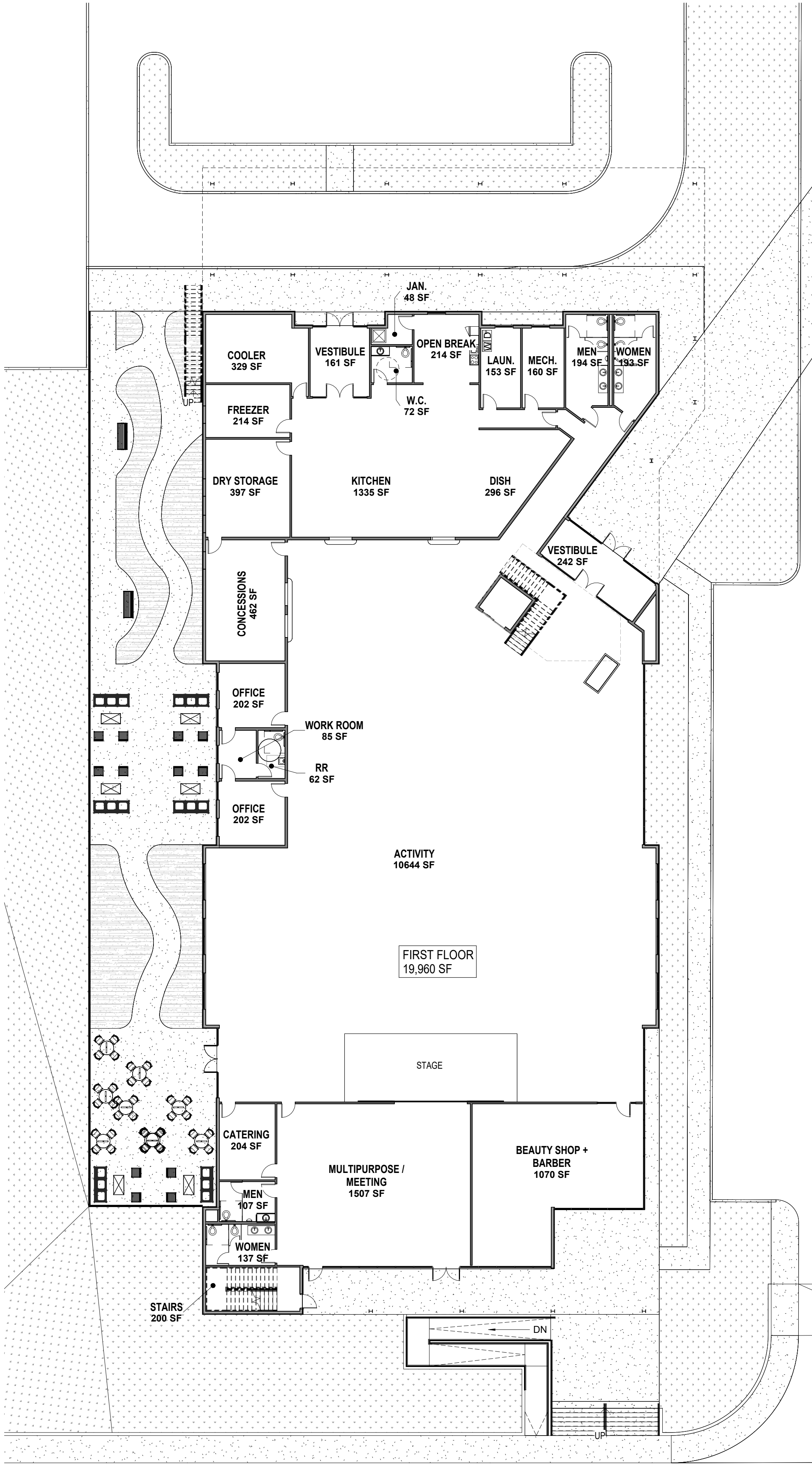
DRAWING:
A2.0
SITE PLAN

2 SECOND FLOOR
1/16" = 1'-0"



SECOND FLOOR
19,960 SF

1 1ST FLOOR
1/16" = 1'-0"



FIRST FLOOR
19,960 SF







RESOLUTION NO. _____

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that an amount not to exceed \$69,841.54 is hereby appropriated from the General Fund for the improvements/repairs to the Mountain Road AMRR crossing, and that the amounts expended by the City associated with the improvements/repairs to the Mountain Road AMRR crossing be applied towards the City's obligations under the Addendum.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



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

Date: August 17, 2022

To: City of Springdale
Job: Mountain Rd Crossing complete rehab.

Material					
Item #	Qty	Description	Unit	Unit Price	Line Total
1	50	10' Switch Ties	EA	\$ 224.50	\$ 11,225.00
2	3	80' Pieces 115#	TN	\$ 1,500.00	\$ 4,500.00
3	225	Pandrol Clips	EA	\$ 3.50	\$ 787.50
4	125	Railroad Ballast	TN	\$ 18.00	\$ 2,250.00
5	57	Omega Concrete Crossing Panels	FT	\$ 198.20	\$ 11,297.40
6	8	115# Rail Joint Bars	SETS	\$ 85.00	\$ 680.00
7	4	115# New/Worn Transition Rails	EA	\$ 1,550.00	\$ 6,200.00
					\$ 36,939.90
				Tax	\$ 3,601.64
				Subtotal (material)	\$ 40,541.54
Labor & Services					
Item #	Qty	Description	Unit	Unit Price	Line Total
1	4	4 Man Crew	DY	\$ 3,950.00	\$ 15,800.00
2	1	Permitting and Fuel	LS	\$ 3,500.00	\$ 3,500.00
3	2	Surfacing Crew (Tamper and Regulator)	DY	\$ 3,500.00	\$ 7,000.00
4	2	Trackhoe Operator	DY	\$ 1,500.00	\$ 3,000.00
				Subtotal (Labor)	\$ 29,300.00
Prepared by: Jeromy Houchin					
				Total	\$ 69,841.54

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT FOR THE SANDERS TRAILHEAD AND
LAKE SPRINGDALE TRAILHEAD REPAIR PROJECTS**

WHEREAS, the trailheads at both the Sanders Trailhead and the Lake Springdale Trailhead are in need of repair;

WHEREAS, the competitive bidding process provided by Arkansas law was utilized by the City of Springdale Public Works Department to obtain bids for the Trailhead Repair Projects; and

WHEREAS, the lowest responsible bidder for the Trailhead Repair Projects was Crabtree Concrete, LLC, in the amount of \$239,912.98.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS THAT the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with Crabtree Concrete, LLC, for the repairs to the Sanders Trailhead and the Lake Springdale Trailhead in an amount not to exceed \$239,912.98, to be paid from the Street Fund.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

**Bid Schedule
2022 Springdale
Public Works
Trailhead Repair
Project**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words

Item No.	Spec Sect.	Est. Qty	Unit	Item Description	Unit Price	Total Amount
Alt. 1	401 & 503	3400	SY	Remove old/damaged pavement, furnish, and install 3400 S.Y. new 6" PC Concrete pavement over 4" Class 7 base for _____ 239,912 _____ dollars and _____ 98 _____ cents per lump sum.	\$70.56	\$239,912.98
Alt. 2	401 & 403	3400	SY	Remove old/damaged pavement, furnish, and install 3400 S.Y. new 3" HMA pavement over 9" Class 7 base for _____ dollars and _____ cents per lump sum.	\$	\$

Price includes line striping, handicap logo with blue box, 62" arrow and "only" stencil @ \$1,662.98

BIDDER'S NAME Crabtree Concrete, LLC

TOTAL AMOUNT \$ 239,912.98

Larry Crabtree
479-320-7777

ORDINANCE NO. _____

**AN ORDINANCE CONFIRMING A SECOND AMENDMENT TO
AN INTER-MUNICIPAL SEWER AGREEMENT BETWEEN THE
CITY OF SPRINGDALE, ARKANSAS, AND THE CITY OF
LOWELL, ARKANSAS; AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ark. Code Ann. §14-235-212, the City of Springdale, Arkansas, is authorized to contract with one (1) or more other political subdivisions in order to provide municipal sewer services to residents of that political subdivision;

WHEREAS, on October 11, 2005, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 3769, authorizing and confirming an inter-municipal sewer agreement with the City of Lowell, Arkansas, to provide sanitary sewer service within the City of Lowell;

WHEREAS, on August 27, 2013, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4730, which confirmed an amendment to the inter-municipal sewer agreement with the City of Lowell, Arkansas; and

WHEREAS, the parties desire to amend the terms and conditions of the inter-municipal sewer agreement with the City of Lowell, Arkansas.

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

Section 1. The Second Amendment to Inter-Municipal Sewer Agreement attached hereto and incorporated herein as set out word for word is hereby approved and the Mayor and City Clerk are authorized to execute said Amendment for and on behalf of the City of Springdale, Arkansas.

Section 2. 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 September, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

SECOND AMENDMENT TO INTER-MUNICIPAL SEWER AGREEMENT

THIS AMENDMENT is made this _____ day of _____, 2022, by and between the City of Springdale, Arkansas, a municipal corporation, acting through its Water and Sewer Commission, ("Springdale"), and the City of Lowell, Arkansas, a municipal corporation, ("Lowell").

WITNESSETH:

WHEREAS, Springdale operates a public sewerage system consisting of gravity lines, sewage lift stations and force mains located within the corporate limits of Lowell; and

WHEREAS, Springdale owns and operates a wastewater treatment facility which has sufficient capacity to treat current and foreseeable wastewater flows generated in the future within the existing corporate limits of Lowell; and

WHEREAS, the parties have previously entered into an agreement dated October 11, 2005 ("Agreement"), to provide a public sewerage system to serve that portion of Lowell's city limits being provided water service by Springdale; and

WHEREAS, the parties previously amended the Agreement by written agreement executed by the parties on August 21, 2013; and

WHEREAS, the parties desire to again amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Springdale and Lowell hereto mutually agree as follows:

1. The Agreement is amended by inserting the following two new paragraphs:

29. PURCHASE OF CAPACITY. The Puppy Creek Interceptor, which a gravity sewer line serving Lowell and a portion of Springdale, has an estimated capacity of 5238 gpm (gallons per minute). Of that, Lowell has been allocated 1262 gpm.. Springdale anticipates the need to reserve 1300 gpm capacity in the Puppy Creek Interceptor for Springdale's use. Thus, there is 2676 gpm capacity available to be sold to Lowell, of which Lowell wishes to purchase 1000 gpm of the capacity of the Puppy Creek Interceptor. Based upon the cost of construction of the Puppy Creek Interceptor, Lowell agrees to pay Springdale Nine Hundred Ninety Seven Thousand One Hundred Thirty Seven and 00/100 Dollars (\$997,140.00) for that additional capacity. In order to utilize the full capacity of the Puppy Creek Interceptor, upgrades are necessary to the Benton Farm Lift Station. The parties have reviewed estimates of the cost of those improvements to the Lift Station. Due to inflation, the parties agree not to rely on estimates to

allocate the cost to Lowell of its proportional share of the needed improvements to the Benton Farm Lift Station. The improvements, as currently planned, will increase capacity at the Benton Farm Lift Station by 5030 gpm. The following formulae will be used to allocate Lowell's share of the cost of those improvements:

[the actual cost of the improvements to the Benton Farm Lift Station] *divided by* [the additional capacity added to the Benton Farm Lift Station (measured in gallons per minute)] *equals* [the cost per gpm]. That quotient shall then be multiplied times 1000 gpm, the amount of the additional capacity in the Puppy Creek Interceptor sought by Lowell. That quotient shall be utilized to determine the cost to Lowell of any additional capacity Lowell may desire to purchase, and that Springdale is willing to sell, in advance or in the future. The cost shall be the quotient times the additional capacity agreed upon by the parties.

30. PAYMENT FOR ADDITIONAL CAPACITY. Lowell agrees to pay Springdale Nine Hundred Ninety Seven Thousand One Hundred Thirty Seven and 00/100 Dollars (\$997,140.00) upon execution of this Amendment. Springdale shall then proceed with the design, bidding and construction of the improvements needed for the Benton Farm Lift Station. Springdale shall keep Lowell apprized of the various steps towards completion of those improvements. As Springdale receives requests for progress payments from the contractor, those requests shall be forwarded to Lowell. Within thirty (30) days from receipt of each request, Lowell shall pay its proportionate share thereof. Upon Springdale's acceptance of the improvements after construction, the parties shall reconcile all payments made against the amount due from Lowell as provided in the previous paragraph to determine the final amount due from Lowell. Final payment shall be due within thirty (30) days of written notice of the amount due.

2. Except as amended and modified hereby, all of the terms, provisions, covenants and conditions of the Agreement shall remain the same and unchanged, and in full force and effect. In the event there is a conflict between the Agreement, as previously amended, and this Second Amendment, the Second Amendment will control. This Second Amendment shall be incorporated into the Agreement and attached thereto and the Agreement, the first Amendment and this Second Amendment together shall constitute the agreement of the parties regarding the Agreement.

IN WITNESS WHEREOF, Springdale and Lowell have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolutions of their respective governing bodies.

SPRINGDALE WATER AND SEWER COMMISSION

Chris Weiser, Chairman

ATTEST:

Al Hanby, Vice Chair

CITY OF SPRINGDALE, ARKANSAS

Doug Sprouse, Mayor

ATTEST:

By _____
Denise Pearce, City Clerk

CITY OF LOWELL, ARKANSAS

Chris Moore, Mayor

ATTEST:

By _____
Elizabeth Estes, City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK OF THE CITY OF SPRINGDALE TO ACCEPT A QUITCLAIM OF LAND FROM THE BENTONVILLE/BELLA VISTA TRAILBLAZER'S ASSOCIATION, INC., d/b/a NWA TRAILBLAZERS.

WHEREAS, the Bentonville/Bella Vista Trailblazer's Association d/b/a NWA Trailblazers is desirous of executing a quitclaim deed to the City of Springdale, Arkansas, pertaining to lands being more particularly described as follows:

TRACT 1:

Lot 63 in Hidden Hills Subdivision, Phase 1, in the City of Springdale, Arkansas, as per plat in Plat Book 23A at Page 114 and Correction Plat 23 at Page 196 among the records of the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to easements, rights of way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases. Also known as Washington County Parcel No. 815-36714-000, and as shown on the attached Exhibit.

TRACT 2:

PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SE CORNER OF THE SW1/4 OF SAID SECTION 30; THENCE ALONG THE EAST LINE OF SAID SW1/4 N02°48'39"E 644.19 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE N87°07'11"W 125.00 TO THE EAST RIGHT-OF-WAY LINE OF ARKANSAS-MISSOURI RAILROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING COURSES: ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 240.00 FEET, AN ARC LENGTH OF 103.09 FEET, A CENTRAL ANGLE OF 24°36'43", AND A CHORD BEARING AND DISTANCE OF N15°12'11"E 102.30 FEET; THENCE N27°30'33"E 70.03 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 112.07 FEET, A CENTRAL ANGLE OF 24°41'50", AND A CHORD BEARING AND DISTANCE OF N15°09'36"E 111.21 FEET; THENCE N02°48'39"E 1006.79 FEET; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 260.00 FEET, AN ARC LENGTH OF 357.44 FEET, A CENTRAL ANGLE OF 78°46'04", AND A CHORD BEARING AND DISTANCE OF N36°34'25"W 329.95 FEET; THENCE S87°07'11"E 259.36 FEET; THENCE S02°48'39"W 1533.82 FEET TO THE POINT OF BEGINNING, CONTAINING 100,112.14 SQUARE FEET OR 2.30 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT. Also known as Washington County Tax Parcel No. 815-28697-006, and as shown on the attached Exhibit.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to accept the above described property from the Bentonville/Bella Vista Trailblazer's Association d/b/a NWA Trailblazers subject to the use restrictions contained in the Quitclaim Deed.

PASSED AND APPROVED this _____ day of _____, 2022.

Doug Sprouse, Mayor

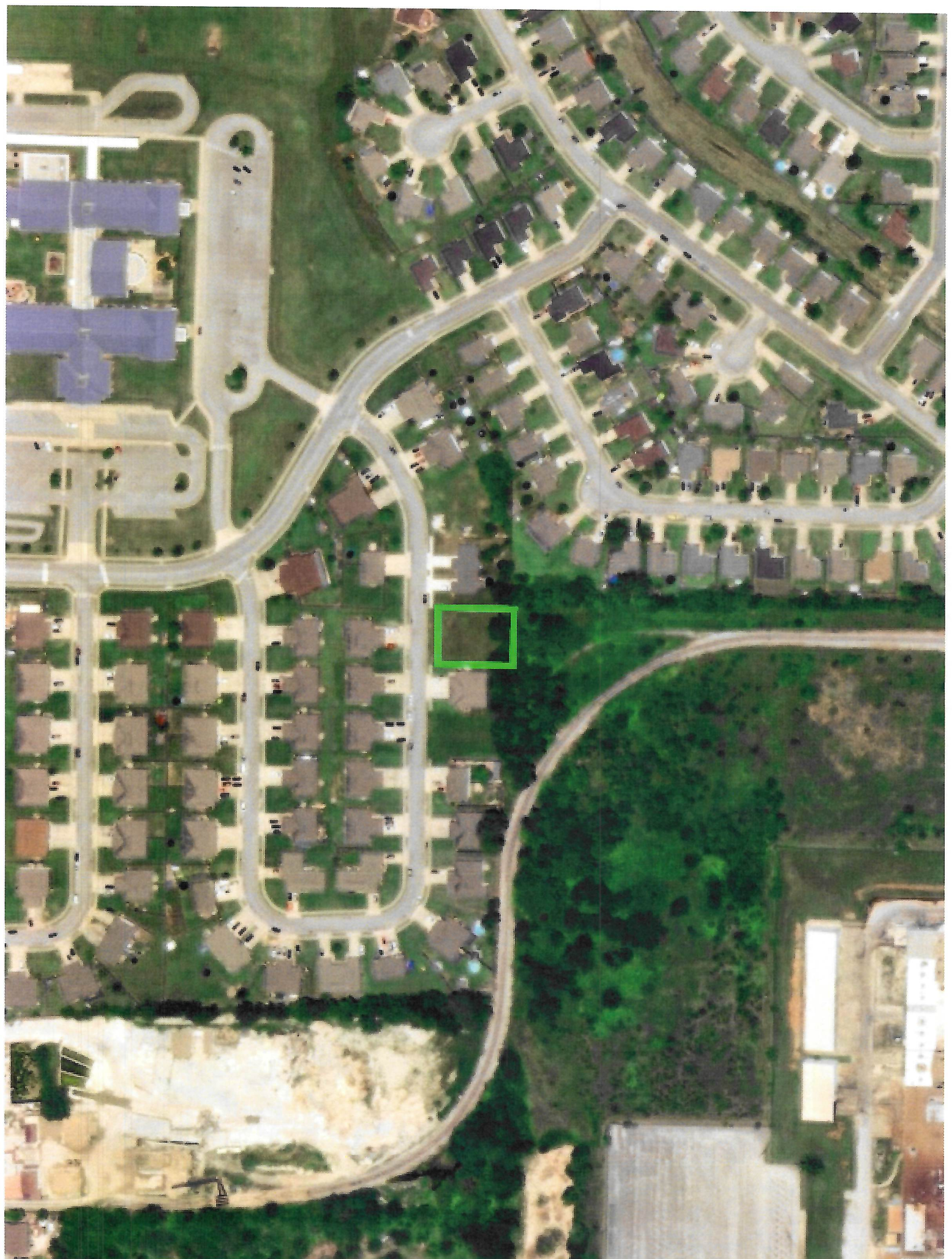
ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney





RESOLUTION NO. _____

**A RESOLUTION APPROVING THE UPDATED
OPERATIONS AND MANAGEMENT PLAN FOR THE
NORTHWEST ARKANSAS RAZORBACK GREENWAY.**

WHEREAS, during the planning phase of the Northwest Arkansas Razorback Greenway, it was acknowledged that because of its unique regional characteristics, stewardship of the facility would require a non-traditional and uniquely cooperative approach to management and operations with integral involvement of all cities through which the Greenway traversed;

WHEREAS, uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements were outlined in the “Northwest Arkansas Razorback Greenway Operations and Management Plan;”

WHEREAS, the Plan, which was adopted by all cities in the corridor, included a commitment from each city to participate through membership in a regional committee with the purpose of jointly and cooperatively facilitating uniformity and consistency in the standards, operations, and management of the Greenway;

WHEREAS, on March 10, 2020, the City of Springdale, Arkansas, passed Resolution No. 28-20, which authorized the City's participation in the Northwest Arkansas Razorback Greenway Alliance; and

WHEREAS, the Plan is need of being updated by the Northwest Arkansas Razorback Greenway Alliance, and requires the approval by each participating member of the Alliance

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the City of Springdale hereby approves the updated Northwest Arkansas Razorback Greenway Operations and Management Plan (attached hereto and incorporated herein by reference), and the Mayor is hereby authorized to execute the updated plan upon approval of all other members of the Northwest Arkansas Razorback Greenway Alliance.

PASSED AND APPROVED this ____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Northwest Arkansas Razorback Greenway

Operations and Management Plan

**City of _____,
Arkansas**

Prepared July 2022

Adopted by the City of _____ on:

City of _____, Arkansas
Northwest Arkansas Razorback Greenway
Operations and Management Plan

Sections:

1. Overview
2. Razorback Greenway Access and Use
3. Operations and Maintenance Functions
4. Safety and Security

Exhibit A: Razorback Greenway Cross Section

Exhibit B: Temporary Traffic Control Requirements for the Razorback Regional Greenway

Exhibit C: Crosswalk Marking Application Guidance and Maintenance Replacement Policy

1. Overview

1.1 Project Description and Objectives

The mission of this Operations and Management Plan is to promote a world-class, well-maintained, well-groomed, safe, secure, and comfortable Razorback Greenway shared-use active transportation network public trail.

The standard of care and quality will be consistent across the seven jurisdictional boundaries of Northwest Arkansas.

The term *operations and management* refer to specific day-to-day tasks as well as the longer-term remedial functions and programs performed to assure resources and facilities of the Greenway are kept in good, usable condition and consistent throughout the seven jurisdictions.

The Razorback Greenway allows non-motorized bikes, e-bikes, scooters, e-scooters, pedestrians, roller-skaters, wheelchairs, and other human-propelled and e-assisted powered devices and uses. Horses and other farm animal-drawn vehicles are not allowed on the Razorback Greenway. No golf carts or comparably sized vehicles nor any gas-powered vehicles (except city maintenance, contractors, or emergency vehicles) shall be operated on the Razorback Greenway.

1.2 The Jurisdictions and the Northwest Arkansas Razorback Greenway Alliance

The Razorback Greenway spans seven jurisdictions: Bentonville, Bella Vista, Fayetteville, Johnson, Lowell, Rogers, and Springdale. Each jurisdiction is also a member of the Northwest Arkansas Razorback Greenway Alliance, an independent governmental organization, which establishes the commitment by each city to implement the Operations and Management Plan. The Alliance is tasked with the overall coordination and implementation of the unified vision for the NWA Razorback Greenway as defined in the bylaws.

While each jurisdiction has its own operations and maintenance departments, a key to a sustainable quality greenway over the length of the corridor will be a consistency of standards, cooperation, and

coordination amongst the seven communities and building enduring partnerships engaging both public and private sector.

2. Razorback Greenway Access and Use

2.1 Public Access, Use, and Hours of Operation

Residents and visitors shall have access to and use of the public active transportation facility, Razorback Greenway, as part of the active transportation network, which shall be open seven days a week and 24 hours a day.

2.2 Care and Management of the Trails

Each jurisdiction shall be responsible for the care and upkeep of the trails and all lands including but not limited to: storm drainage, signage (both MUTCD and regional wayfinding), fences, bridges, trailheads, landscape plantings, pavement markings, and trail amenities within their jurisdiction.

To promote safe use of the trail, all vegetation will be clear-cut to a minimum distance of five (5) feet horizontal from the edge of the trail tread and nine (9) feet vertical above the trail; where applicable. If there are light poles, vegetation shall also be maintained to not obscure the output from the light. Selective clearing of vegetation will be conducted, in cooperation with appropriate management agents, within a zone that is defined as being between three (3) to ten (10) feet from the edge of the pathway. At any point along the trail, a user will have an unobstructed view, along the centerline of the pathway, 250 feet ahead and behind their position. The only exception to this policy is where terrain or trail curvature is a limiting factor.

3. Operations and Maintenance Functions

Ultimately, both routine and remedial maintenance is the responsibility of each jurisdiction. It is recommended that each jurisdiction designate a trail coordinator who is also authorized to work with the key operational staffs of the planning, street, parks, and other departments to assure a coordinated effort and to meet standards of quality for both on and off-street segments.

Coordination among, and commitment of, departments in each jurisdiction responsible for trail, bicycle, and pedestrian facilities is crucial to carry out maintenance tasks. In addition, police and fire/rescue and field maintenance personnel should be consulted both in the design review process and on a regular basis to assure safety standards continue to be met.

3.1 Components that are Maintained

The following are the key components of the Razorback Greenway System, which shall be maintained:

- Off-Street Shared-Use Trails
- Off-Street Side Trails
- Trail-Related Corridors (such as green space, landscaping, vegetation, and viewsheds adjacent to the trail)
- On-Street Bicycle and Pedestrian Facilities (such as bike lanes, cycle tracks, and bike routes)
- Associated Natural Resource Areas (such as streams, woodlands, wetlands, and other natural and cultural resources proximate and associated with the trail)
- Trailheads and Access Points
- Trail-Related Park and Feature Areas (integral to the trail system)
- Associated Sidewalks (interconnecting with or adjacent to trails and on-street routes)
- Associated Streetscapes

3.2 Typical Operations and Maintenance Tasks Include:

In General

- User Courtesy and Regulatory Framework/Hours of Operation
- Conflict Reduction and Resolution
- User Safety and Risk Management
- Prompt Graffiti and Vandalism Repair
- Pest Management
- Programming and Events
- Stewardship and Enhancement
- Coordinate Volunteer and Adopt-a-Trail/Street Activities
- Oversight and Coordination
- User/Neighboring Property Feedback and Response

Off-Street Shared-Use Trails

- Inspection (including bridges and tunnels)
- Trail Surface Maintenance
- Sweeping
- Vegetation Management (including tree and branch trimming and removal of fallen debris, minimum five (5) feet from the edge of the trail clear and minimum of eight (8) feet above trail surface; except where prohibitive)
- Erosion Control
- Litter and Trash Removal
- Repair Trail Structures (see Exhibit A: Razorback Greenway Cross Section)
- Fixture and Furnishings Maintenance; including annual washing/cleaning with approved cleaning agents based on manufacturer or supplier information
- Signage and Displays, Public Art
- Pavement marking refresh including trail crossings and trail center stripe
- Lighting and Signal Maintenance
- Restroom Facility Service
- Drinking fountain service
- Remedy "Social Trails" (such as shortcuts)
- Address Detours/Disruptions (promptly)
- Patrol and Security Services
- Accident and Incident Data Tracking
- User Feedback and Follow-up

Trail-Related Corridors and Associated Resource Conservation Areas*

- Inspection
- Vegetation Management
- Stream Channel/Riverbank Maintenance
- Litter and Trash Removal
- Pest Management
- Vegetation Management (including weeds and invasive plants)
- Waterfowl and Hunting Regulation
- Monitor Dumping and Filling
- Fire Prevention
- Patrol and Security Services
- User Feedback and Follow-up

3.3 Crossing Treatment Requirements for The Razorback Greenway

To promote safe and consistent trail crossing standards throughout the Northwest Arkansas Razorback Greenway by delivering high-quality and high visibility crossing markings and signage as shown in (Exhibit C) and adopted by the Razorback Greenway Alliance. Exemptions may be appealed to the municipality regulation board and a report of exemptions shall be given to the Razorback Greenway Alliance.

3.4 Temporary Traffic Control Requirements for The Razorback Greenway

Temporary Traffic Control is required to be used when construction and maintenance activities impact the safe operation and functionality of the Razorback Greenway and other trails as determined by the municipality where the trail is located. Each municipality where the trail is located will oversee the regulation of the Temporary Traffic Control Requirements (Exhibit B) as adopted by the Razorback Greenway Alliance. Exemptions may be appealed to the municipality regulation board and a report of exemptions shall be given to the Razorback Greenway Alliance. All efforts should be taken to always keep the greenway open and safe for users.

3.5 Branding and Marketing

The Razorback Greenway shall be branded and marketed through a uniform wayfinding system, merchandise, advertising, and style guide as approved by the Northwest Arkansas Razorback Greenway Alliance.

4. Safety and Security

Promoting the safety and security of trail users and the security of adjacent properties should be the foremost objective of this operations and management plan. Safety is a duty and obligation of all public facility managers; therefore, as the construction documents for the Razorback Greenway are completed, appropriate local and state agencies should review these plans and specifications to ensure that they meet all current safety regulations. A uniform standard of care, information exchange, and resource sharing should include working with respective risk management specialists, and legal counsel in each community to routinely review trail and greenway plans, operations, issues, and incidents.

Key considerations in promoting public safety and security include:

- **Safety and security features through planning and design** – This includes adhering to state-of-the-standards such as the *AASHTO Guide to the Development of Bicycle Facilities*; the *Manual of Uniform Traffic Control Devices*; ADA; OSHA; etc. It also includes incorporating good lines of sight, trimming vegetation and other measures to avoid hiding places and other defense-through-design techniques to help reduce crime and accidents.
- **Multi-disciplinary plan review** – All proposed plans and construction drawings should be circulated amongst the various departments and key field staff of streets and drainage departments, police and fire/rescue, and maintenance department.
- **User courtesy and conflict reduction** – Posting signs, equipping patrol persons, using brochures and website to educate the public on good trail etiquette including bicycle yield, equestrian courtesies, dog-on-leash, and safe practices (see "Conflict Reduction" below).
- **Way-finding and location identification** – This includes clear trail blazes, street signs at cross streets readily visible from the trail, and "mile markers" giving the location based on a north to south or west to east numbering starting at a single "point zero" such as a major cross street and running the entire length of the trail across jurisdictional lines.
- **Speed limit** – The speed limit is 15 miles per hour on the Razorback Greenway.
- **Lighting** – The Razorback Greenway should be lighted its entire length, the numbering of light

posts should be used as the preferred consistent wayfinding numbering system and be numbered at 0.01 of a mile. The light pole marker preferred color is black, in the event, there is a non-uniform pole the marker should match the color of the pole. Light coverage shall meet the AASHTO standard of a minimum light of 0.5 foot-candle on the trail surface.

- **Patrol and enforcement** – This might be multi-jurisdictional law enforcement agents with wireless communication capability and first aid training.
- **Protecting adjacent properties** – Working with adjacent landowners, tenants, and businesses to assure the trail is a good neighbor. This may include (where appropriate) security barriers, do not trespass signage, and communication with impacted neighbors.
- **Medical emergencies and rescue, response, and access** – Working with police and fire/rescue for optimal emergency response including design for rescue personnel and vehicle (to accommodate up to 6.5 tons) access, incident reporting by location using GPS, and location identification.
- **Address system** – Put in place an "address system" such as mile markers to identify locations for all off-road greenway facilities. On-road facilities should make use of the existing street names and adjacent property addresses. Each local emergency response office/unit should have an up-to-date map of all City greenway, bicycle, and pedestrian facilities.
- **Surveillance Technologies** – With the advent of low-cost "webcams" and similar video technology it may be advantageous to position solar-powered wireless "webcams" that transmit visual images of the trail to a publicly accessible website increasing the number of "eyes" on the trail.
- **Documentation and Record-Keeping** – Good record keeping of operations and management activities through documenting accidents, incidents, damage to adjoining properties, and other issues and incidents would be greatly facilitated using GPS locations of problems. Good mapping could help identify possible "problem areas" and "incident clusters". Cooperation between police and fire/rescue personnel is vital to good documentation.
- **Event and Program Signage** - All event and program signage within the Razorback Greenway easement or right-a-way is regulated and requires permitting through the Alliance.

4.1 Emergency Response Plan

Each jurisdiction should define an emergency response plan in conjunction with appropriate local police, fire, and paramedical units in order to define which agencies should respond to 911 calls and

provide easy-to-understand routing plans and access points for emergency vehicles. Local hospitals should be notified of these routes so that they may also be familiar with the size and scope of the project. The entire trail system should be designed and developed to support a minimum gross vehicle weight of 6.5 tons to allow emergency vehicle access.

4.2 Crime Prevention Through Environmental Design (CPTED)

"CPTED is the proper design and effective use of the built environment which may lead to a reduction in the fear and incidence of crime, and an improvement of the quality of life." - National Crime Prevention Institute

Crime Prevention Through Environmental Design (CPTED) theories contend that law enforcement officers, architects, city planners, landscape designers, and resident volunteers can create a climate of safety in a community, right from the start. CPTED's goal is to prevent crime through designing a physical environment that positively influences human behavior. For trails, people who use the Razorback Greenway regularly will need to perceive it as safe, and would-be criminals should view the trail as a highly risky place to commit crimes. Crime prevention through environmental design (CPTED) is a multi-disciplinary approach to deterring criminal behavior through environmental design.

CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts.

CPTED is based on four principles – natural access control, natural surveillance, territorial reinforcement, and target hardening. These principles should be applied to the design, operation, and management of the Razorback Greenway whenever feasible:

4.2.1 Natural surveillance

Natural surveillance increases the threat of apprehension by taking steps to increase the perception that people can be seen. Natural surveillance occurs by designing the placement of physical features, activities, and people in such a way as to maximize visibility and foster positive social interaction among legitimate users of public space. Potential offenders feel increased scrutiny and limitations on their escape routes.

- Use adjacent roadways and the passing vehicular traffic as a surveillance asset.
- Create landscape designs that provide surveillance, especially in proximity to designated points of entry and opportunistic points of entry.
- Use the shortest, least sight-limiting fence appropriate for the situation.
- When creating a lighting design, avoid poorly placed lights that create blind spots for potential observers and miss critical areas. Ensure potential problem areas are well lit. Problem areas could include pathways, stairs, entrances/exits, parking areas, children's play areas, recreation areas, storage areas, dumpster and recycling areas, etc.
- Avoid too-bright security lighting that creates blinding glare and/or deep shadows, hindering the view for potential observers. Eyes adapt to night lighting and have trouble adjusting to severe lighting disparities. Using lower intensity lights often requires more fixtures.
- Place lighting along pathways and other pedestrian-use areas at proper heights to light the faces of the people in the space and to identify the faces of potential attackers.
- Natural surveillance measures can be complemented by mechanical and organizational measures. For example, closed-circuit television (CCTV) cameras can and should be utilized.

4.2.2 Natural access control

Natural access control limits the opportunity for crime by taking steps to clearly differentiate between public space and private space. By selectively placing entrances and exits, fencing, lighting and landscape to limit access or control flow, natural access control occurs.

- Use a single, clearly identifiable, point of entry.
- Use low, thorny bushes to keep people out of sensitive areas.
- Use waist-level, picket-type fencing to control access and encourage surveillance.
- Natural access control is used to complement mechanical and operational access control measures, such as target hardening.

4.2.3 Natural territorial reinforcement

Territorial reinforcement promotes social control through increased definition of space and improved proprietary concern. An environment designed to clearly delineate private space does two things. First, it creates a sense of ownership. Owners have a vested interest and are more likely to challenge intruders or report them to the police. Second, the sense of owned space creates an environment where "strangers" or "intruders" stand out and are more easily identified. By using buildings, fences, pavement, signs, lighting and landscape to express ownership and define public, semi-public and private space, natural territorial reinforcement occurs. Additionally, these objectives can be achieved by assignment of space to designated users in previously unassigned locations.

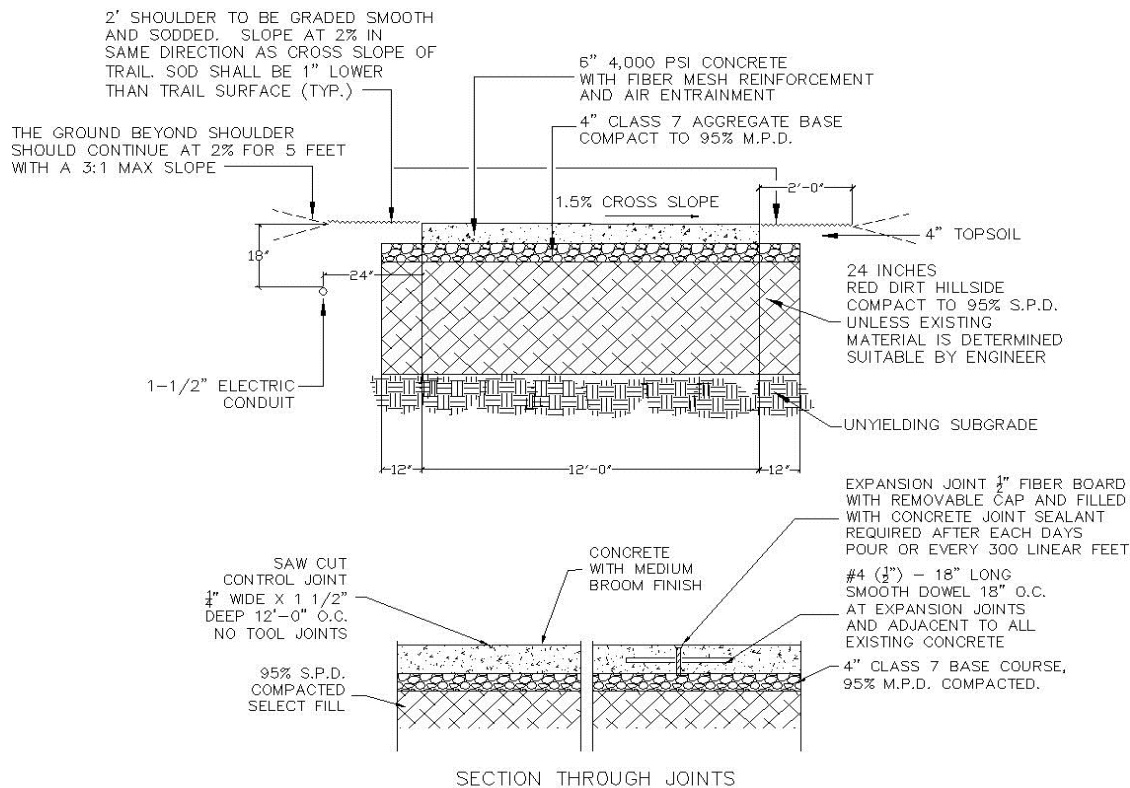
- Maintained premises and landscaping such that it communicates an alert and active presence occupying the space.
- Provide trees in residential areas. Research results indicate outdoor residential spaces with more trees are seen as significantly more attractive, safer, and more likely to be used than similar spaces without

trees.

- Restrict private activities to defined private areas.
- Display security system signage at access points.
- Avoid cyclone fencing and razor-wire fence topping, as it communicates the absence of a physical presence and a reduced risk of being detected.
- Placing amenities such as seating or refreshments in common areas in a commercial or institutional setting helps to attract larger numbers of desired users.
- Scheduling activities in common areas increases proper use, attracts more people, and increases the perception that these areas are controlled.
- Territorial reinforcement measures make the normal user feel safe and make the potential offender aware of a substantial risk of apprehension or scrutiny.

Exhibit A: Razorback Greenway Cross Section

EXHIBIT A: RAZORBACK GREENWAY CROSS SECTION STANDARD



TRAIL CONSTRUCTION NOTES:

1. CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 5-1/2 BAGS PER CUBIC YARDS WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT AND 1.5 #/CY FIBER REINFORCEMENT WITH A MAXIMUM 4" SLUMP.
2. FULL DEPTH EXPANSION JOINTS WITH DOWELS ARE REQUIRED AT THE END OF EACH DAYS POUR OR EVERY 300 LINEAR FEET AND ADJACENT TO ALL EXISTING CONCRETE.
3. EXPANSION JOINT MATERIAL SHALL BE PREFORMED ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER WITH REMOVABLE CAP.
4. ONE-QUARTER DEPTH (ONE AND ONE HALF INCH) SAW-CUT JOINTS SHALL BE PLACED IN CONCRETE AT REGULAR INTERVALS MATCHING THE TRAIL WIDTH, BUT NOT TO EXCEED 12 FEET APART. TOOLED JOINTS ARE NOT ACCEPTABLE.
5. ALL EXPANSION JOINTS AND SAW JOINTS SHALL BE SEALED WITH JOINT SEALANT MEETING THE REQUIREMENTS OF ASTM C920, TYPE S. A SELF LEVELING SEALANT SHALL BE USED FOR HORIZONTAL SURFACES. SONNEBORN "SONOLASTIC SL-1" OR AN APPROVED EQUAL. CLOSED CELL BACKER ROD SHALL BE USED IN DEEP JOINTS, AS NEEDED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS. TOP OF SEALANT SHALL BE FLUSH WITH TOP OF TRAIL WITH NO BUMP.
6. CONCRETE CURING COMPOUND SHALL BE APPLIED MEETING ASTM C-309 AND SHALL BE W.R. MEADOWS 1200 WHITE OR AN APPROVED EQUAL.
7. CONSTRUCT 2% MAXIMUM CROSS SLOPE ON TRAIL IN SAME DIRECTION AS EXISTING GRADE AND LONGITUDINAL GRADE SHALL NOT EXCEED 5% UNLESS OTHERWISE DESIGNATED BY ENGINEER.
8. TRAILS SHALL HAVE A ONE-HALF (1/2) INCH ROLLED EDGE EACH SIDE OF TRAIL.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURING. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

Exhibit B: Mile Marker mow strip

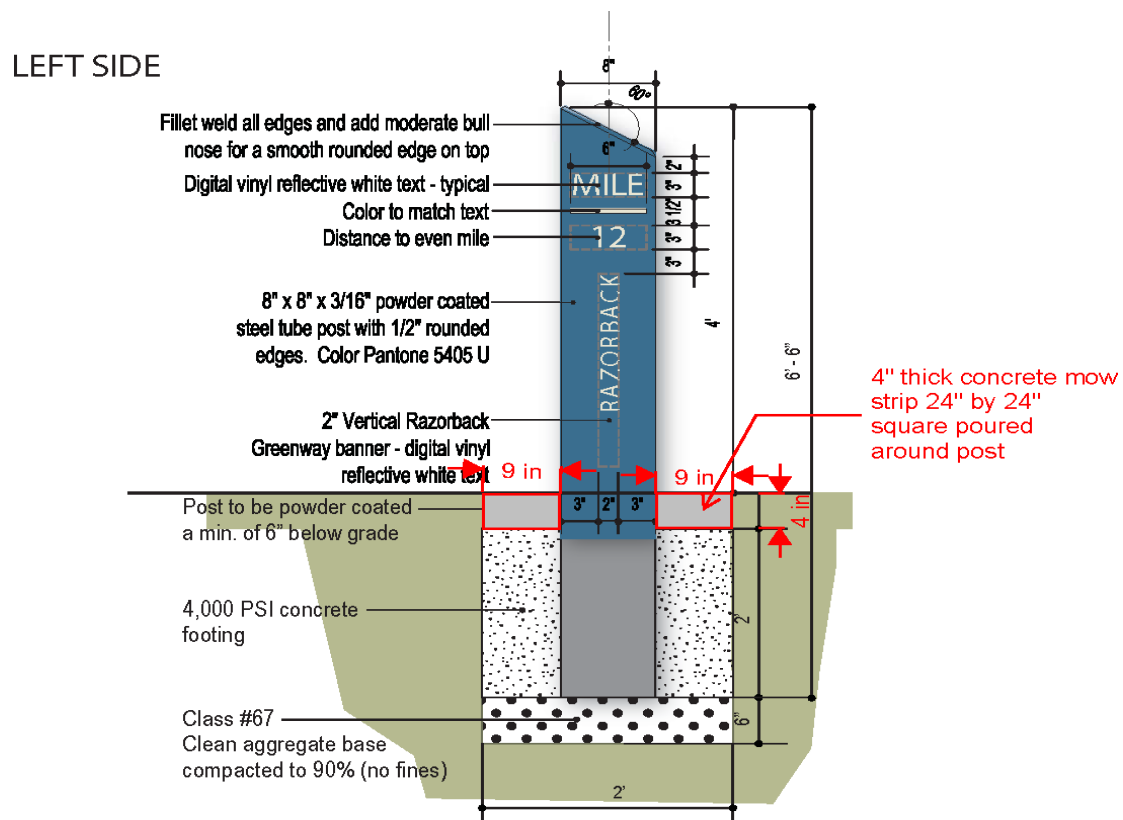


Exhibit C: Temporary Traffic Control Requirements for the Razorback Regional Greenway



Temporary Traffic Control Requirements for the Razorback Regional Greenway

Established by the Razorback Greenway Alliance 2021.

BACKGROUND:

This document is adapted from the most current version of National Committee on Uniform Control Devices in association with Bicycle Technical Committee and is required to be used when construction activities impact the safe operation and functionality of the Razorback Regional Greenway and other trails as determined by the municipality where the trail is located. Each municipality where the trail is located will oversee the regulation of this document. Exemptions may be appealed to the municipality regulation board and a report of exemptions shall be given to the Razorback Greenway Alliance. All efforts should be taken to keep the greenway open and safe for users at all times.

REQUIREMENTS:

- Notice of the trail construction activities should be posted on social media and other media outlets to notify as many people as possible with a minimum 72-hour notice before work begins.
- The duration of the affected trail work should be coordinated so it is as short as possible.
- A one lane closure of the trail is preferred to full detour and is shown in Figure 1.
- The detour route should be as direct as practical.
- Work should be performed during night and off-peak times if possible.
- 10-foot-wide trail minimum for the detour trail as shown in Figure 2.
- The replaced concrete trail shall be a full panel as shown in Figure 4 and not a strip.
- A traffic control plan is required to be reviewed and approved by the representative in the municipality where the trail construction is occurring prior to work. This traffic control plan should include all necessary advance warning (W21 series) signs, detour (W4-9 series) signs, and any other temporary traffic control devices necessary to safely guide bicyclist and pedestrians along the detour route as shown in the figures below. All signs and pavement markings shall comply with the MUTCD.
- The trail detour shall be constructed according to figure 2 with 2-inch-thick hot mix asphalt or 4-inch-thick concrete on 6-inch compacted class 7 base and shall be maintained and free of debris for the duration of construction. All slopes on the trail surface shall be ADA compliant.
- If construction activities are within 10 feet of the trail edge then the work shall be separated by a 6-foot temporary chain link fence or orange construction safety fencing with safety tops on the t-posts. All fencing shall be located no closer than 2 feet offset from the trail edge.
- If the edge of the trail detour is within 2 feet from the edge of a roadway (curb or white stripe), then water filled jersey barriers to provide protection between the roadway and trail.
- If a detour that is adjacent to the existing trail is not possible, then an on-road detour may be considered as a last resort according to Figure 3 below. The on-road detour route for bicycle traffic should use the most direct route practical on roadways where conditions are appropriate for bicycling. The on-road detour should include sidewalks to accommodate the pedestrian trail users if possible.

Figure 1 - One Lane Trail Closure

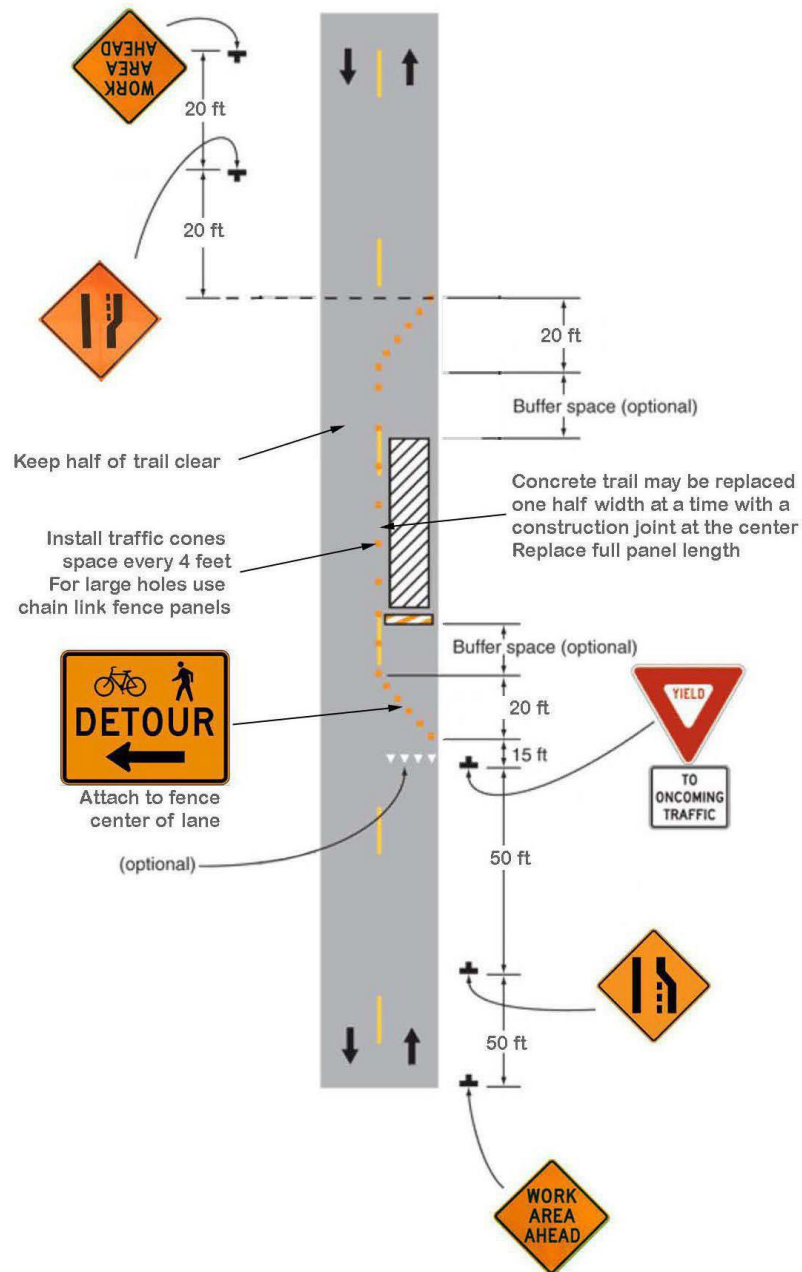


Figure 2 - Temporary Detour of Shared Use Paved Trail

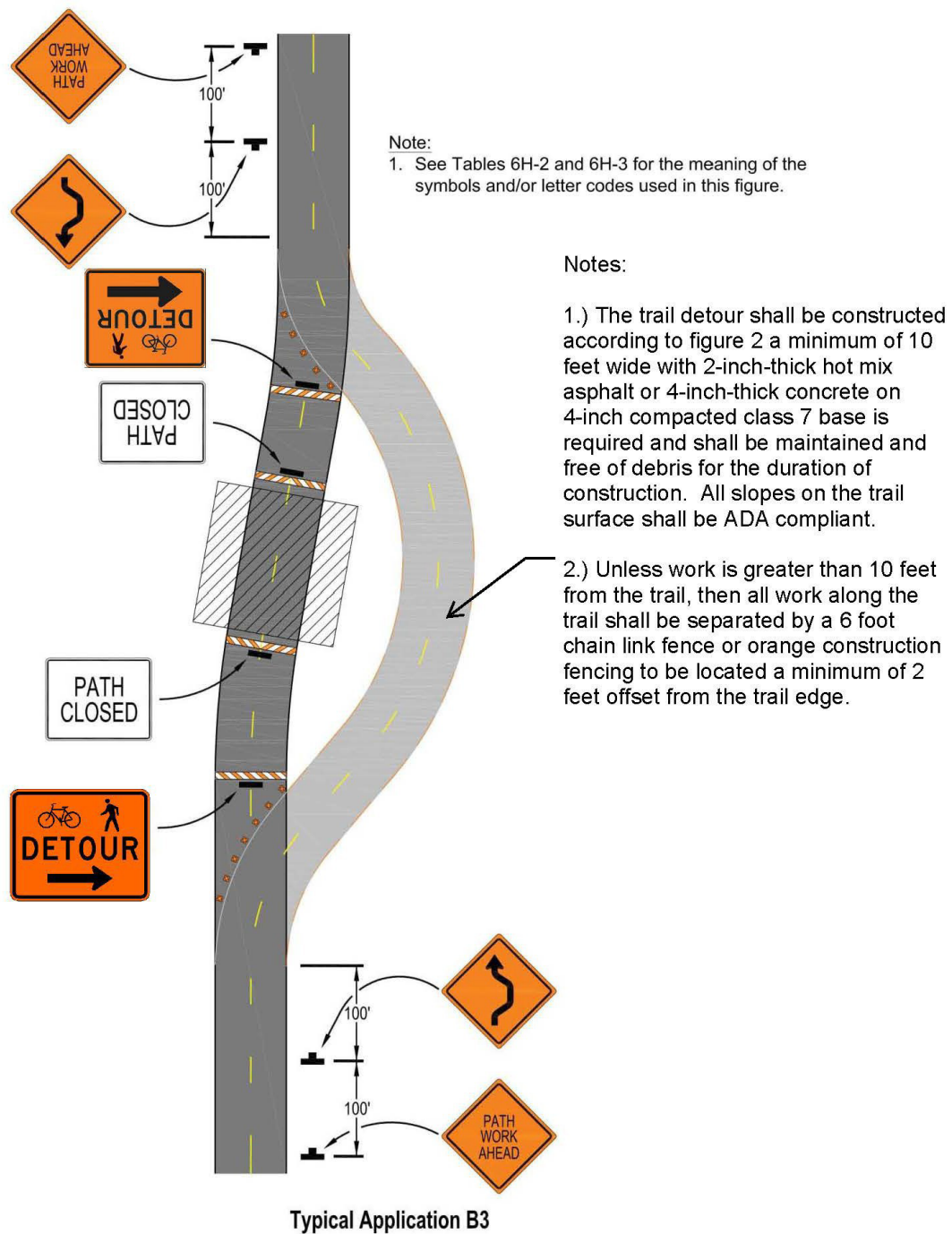


Figure 3 - Temporary On-Road Detour for Shared Use Paved Trail

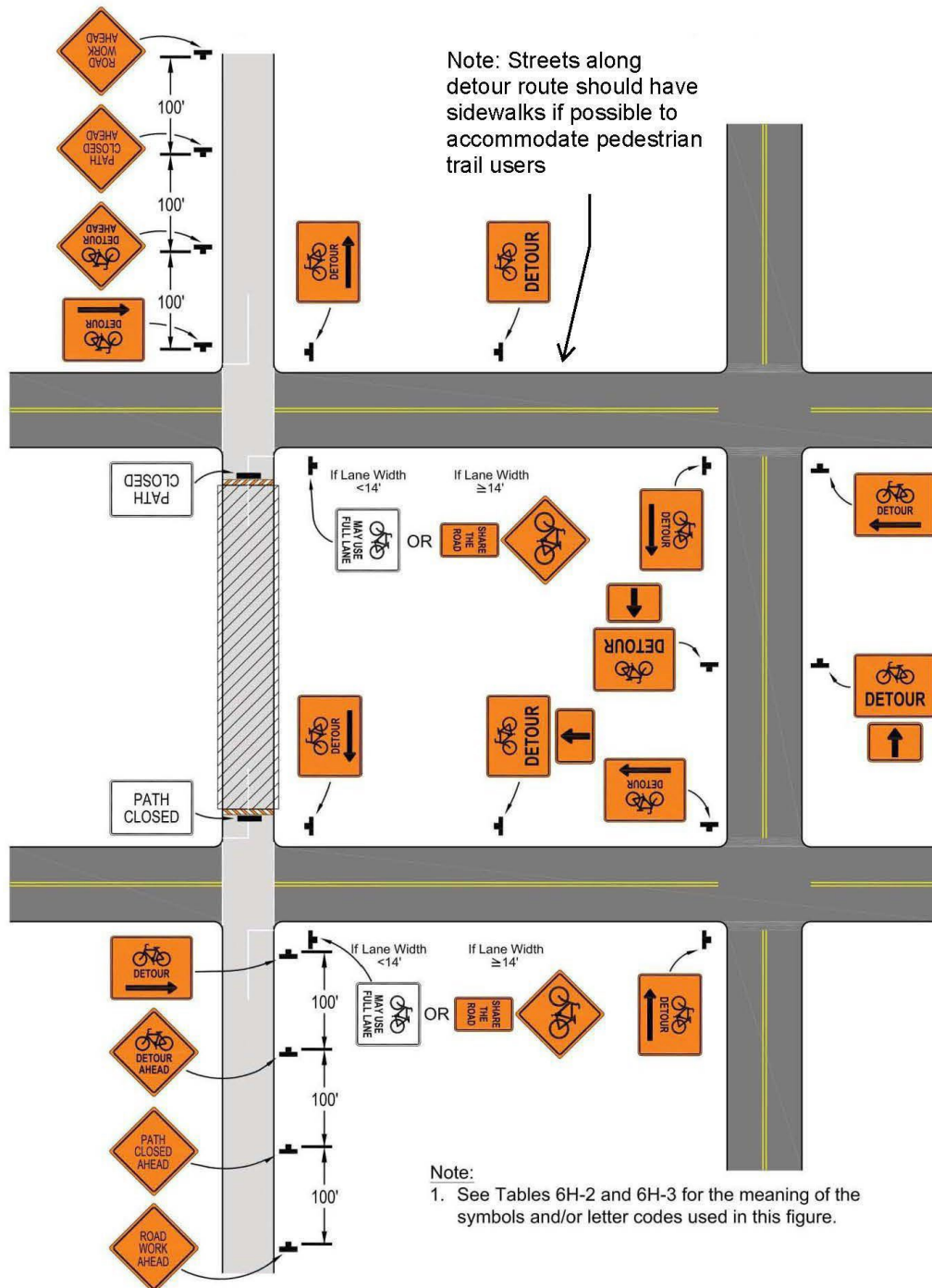


Figure 4 - Trail Patch Detail

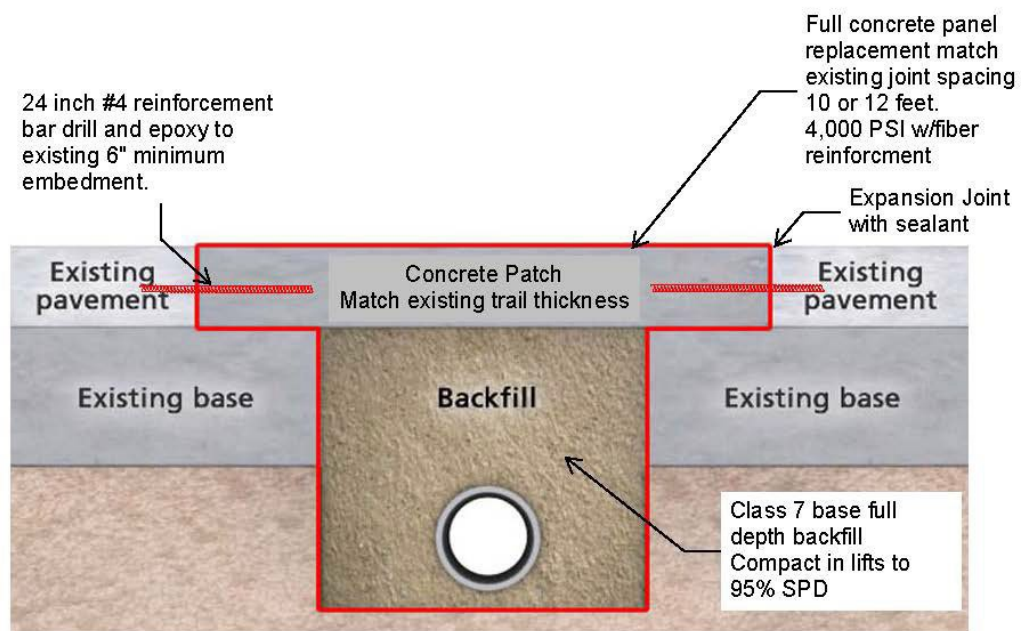


Exhibit D: Crosswalk Marking Application Guidance and Maintenance Replacement Policy



Crosswalk Marking Application Guidance and Maintenance Replacement Policy

Established by the Razorback Greenway Alliance 2021

GOAL:

To promote safe and consistent trail crossing standards throughout the Northwest Arkansas Razorback Greenway by delivering high-quality and high-visibility crosswalk markings and signage.

Typical Applications

*****Appropriate trail crossing treatment shall be determined by the City Staff Engineer. The treatments identified in the tiered hierarchy are considered the minimum standards should a community choose a higher-tiered treatment.***

Low Volume Trail Crossings (Based on observations of use and/or anticipated vehicular use):

- See Sheet 1 of Trail Crossing Details
- Examples of low volume trail crossings include:
 - Individual driveways
 - Driveways to limited parking (small parking areas with less than 10 parking spaces)
 - Small business/office
- Typical low volume trail crossing treatments include:
 - Trail/sidepath crossing should remain at a continuous grade across driveway. Omit ramps at these locations.
 - Truncated domes shall be included at street crossings and can be omitted at driveway crossings, per City standards.
 - Crosswalks shall include white-colored, standard crosswalk edge stripes (12" thick min.) and shall be thermoplastic. Standard crosswalks shall match the trail's width.
 - 4" solid yellow trail centerline shall be carried through the crossing or shall match the context of the existing centerline striping. Yellow centerline should be solid 50' min. in advance of a roadway or driveway crossing.

Medium Volume Trail Crossings (Based on observations of use and/or anticipated vehicular use):

- See Sheet 2 of Trail Crossing Details
- Examples of medium volume trail crossings include:
 - Driveways to typical parking lots (smaller parking areas with less than 100 parking spaces)
 - Small tenant commercial/offices
 - Single-use commercial development
 - Small-scale retail
 - Rural or suburban roadways with limited traffic (<5,000 ADT). These roadways are typically 2 lanes, but in some instances 3 lanes
 - Trail crossings supplemented with pedestrian crossing enhancements (RRFBs)

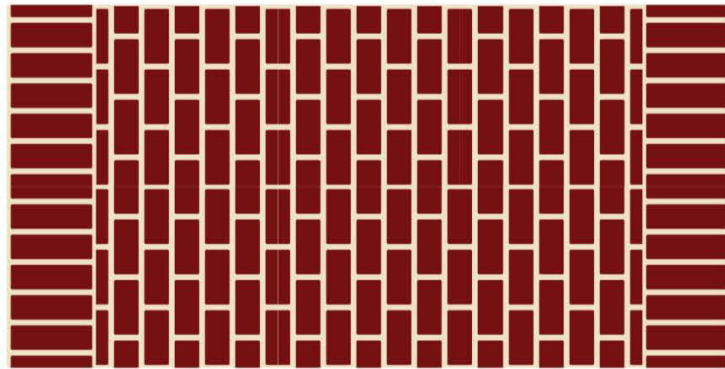
- Typical medium volume trail crossing treatments include:
 - Trail/sidepath crossing should remain at a continuous grade across driveway. Omit ramps at these locations.
 - Truncated domes shall be included at street crossings and can be omitted at driveway crossings, per City standards.
 - *Crosswalks:*
 - Crosswalks shall include white-colored thermoplastic continental crosswalk bars (24" thick). Continental crosswalks shall match the trail's width.
 - Continental crosswalks shall be supplemented with 24" x 24" thermoplastic, green-colored elephant's feet on outside edges of white continental crosswalk.
 - Spacing between the crosswalk bars shall be 24".
 - 4" yellow trail centerline shall be solid 50' min. in advance to crossing or should match existing centerline context.
 - *Signage:*
 - For trail users, signs W2-1 (Four Way Intersection) and R15-8 (Look Both Ways) are recommended to encourage trails users to proceed with caution when crossing.
 - For roadway users, sign R10-15 (Turning Vehicles Yield/Stop to Bicycles/Pedestrians) shall be installed to establish right-of-way between motorists and trail users.

High Volume Trail Crossings (Retrofit and New Development; Based on observations of use and/or anticipated vehicular use):

- See Sheets 3-4 of Trail Crossing Details
 - Sheet 3 shows a retrofitted treatment for existing crosswalks.
 - Sheet 4 shows a treatment for new development.
- Examples of high volume trail crossings include:
 - Driveways to large parking lots (100+ parking spaces)
 - Large-scale commercial
 - Multi-tenant commercial/office
 - High turnover commercial, including fast food restaurants
 - State roadways or highways
 - Multi-lane roadways (3 or more lanes and/or ADT >5,000)
 - Trail crossings supplemented with pedestrian hybrid beacon (PHB) and/or pedestrian crossing enhancements (RRFBs)
 - Trail crossings through a downtown setting to replicate downtown crosswalk style
- Typical crossing treatments include:
 - Trail/sidepath crossing should remain at a continuous grade across driveway. Omit ramps at these locations.
 - Truncated domes shall be included at street crossings and can be omitted at driveway crossings, or per City standards.
 - 4" yellow trail centerline shall be solid 50' min. in advance to crossing or should match existing centerline context.

- *Crosswalks:*

- Crosswalks shall match width of trail and shall be marked with 12" (or 24" for streets) white-colored thermoplastic standard crosswalk edge stripes on either side of the crosswalk.
- *Retrofitted Crossing Standards:*
 - Existing crossing shall meet cross-slope and pavement condition requirements to qualify as a retrofit.
 - Between the standard crosswalk edge stripes, the crosswalk is enhanced with a TrafficScape preformed thermoplastic, brick-patterned crosswalk.
 - Alternatively, the crossing can be reconstructed using Apple Red integral colored concrete. See *New Development Standards* below.
 - Proposed TrafficScape pattern shall be TP21 pattern (running bond brick pattern, rotated 90°) with TP36 border. Example of pattern is shown below:



TP21 pattern (rotated 90°) / **TP36** border

- *New Development Standards:*
 - With new development, Cities have an opportunity to enhance trail crossings to further increase safety and visibility.
 - Offset crossing geometry and a raised crossing are recommended with New Development. See more information in the following section.
 - In addition to 12" white-colored crosswalk edge lines (or 24" for streets), the new raised crossing shall be constructed with 8" thick (or per City Standards) Apple Red integral colored concrete.
 - Soloman Dry Pigment 417 Apple Red 4% Loading. 1 bag per yard.
 - Available at Darragh Company: (479) 725-0707

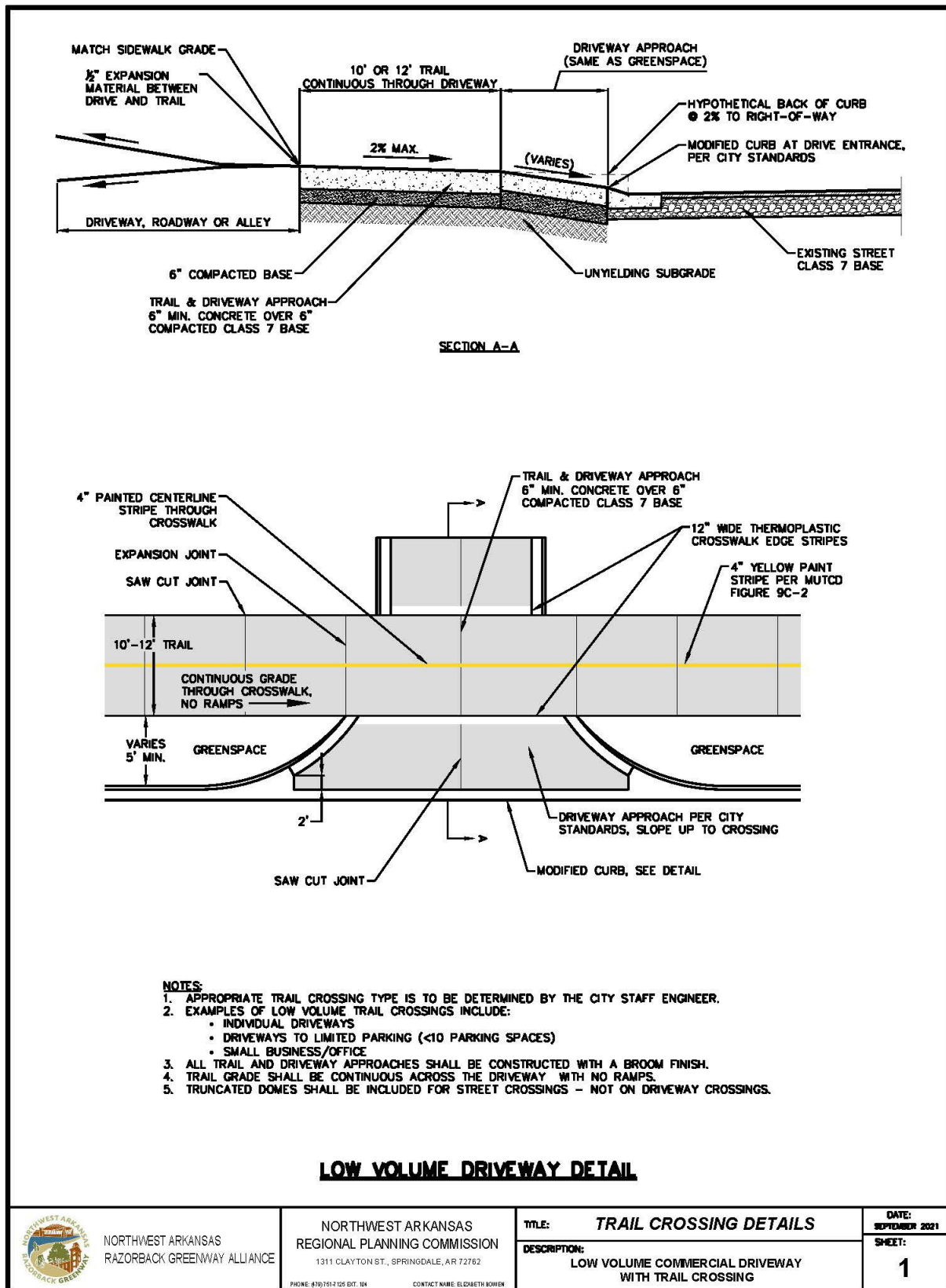
- *Signage*
 - For trail users, signs W2-1 (Four Way Intersection) and R15-8 (Look Both Ways) shall be installed to encourage trails users to proceed with caution when crossing.
 - For roadway users, sign R10-15 (Turning Vehicles Yield/Stop to Bicycles/Pedestrians) shall be installed to establish right-of-way between motorists and trail users.
- Offset Crossing Geometry for New Development:
 - With offset crossing geometry, also known as “bend out” design, a driver turning from the parallel roadway more directly faces a bicyclist in the crossing, rather than conventional designs that position a bicyclist closer to the travel lanes and in the driver’s blind spot.
 - This offset distance improves bicyclist visibility, motorist reaction time and creates space for a right-turning driver to yield and wait for a through-moving bicyclist.
 - Larger offsets also provide space for a driver entering the parallel roadway to cross the sidepath and enter the roadway as two separate decision-making steps.
 - Offset geometry may not always be feasible. However, increasing the separation between the roadway and the sidepath results in a driver turning off the parallel roadway approaching the sidepath at a better angle.
 - National best practices call preferred minimum offset distance of one car’s length or 17’ from edge of roadway. Minimum distance shall be 5-6’ depending on City standards or dependent on available right-of-way.
 - *Crosswalks*
 - Crosswalks shall match width of trail and shall be marked with 12” (or 24” for streets) white-colored thermoplastic standard crosswalk edge stripes on either side of the crosswalk.
 - Installation of thermoplastic bike pavement markings to increase awareness of trail traffic.
 - 4” solid yellow trail centerline shall be carried through the crossing. 4” yellow trail centerline shall be solid 50’ min. in advance to crossing or should match existing centerline context.
 - 12” stop bar (or per City standards) shall be installed prior to trail crossings and enhanced with R1-5B sign (Stop Here for Bikes/Peds).
 - 12” stop bar shall be installed following crosswalk, prior to turning on to parallel roadway and supplemented with a R1-1 sign (Stop).
 - *Signage*
 - With offset crosswalks, crosswalk signage shall be used to enhance visibility of crossing:
 - W11-15 (Bike/Ped Crossing)
 - W1-15p (Trail X-ing)
 - W16-7p (Angled, Downward Arrow)
- Raised Crosswalks are encouraged with new development or as an upgrade to an existing trail crossings. City standards shall determine design of approach ramps and min. grade to crosswalk. Raised crosswalks shall be enhanced with thermoplastic chevrons (MUTCD, Figure 3B-30).

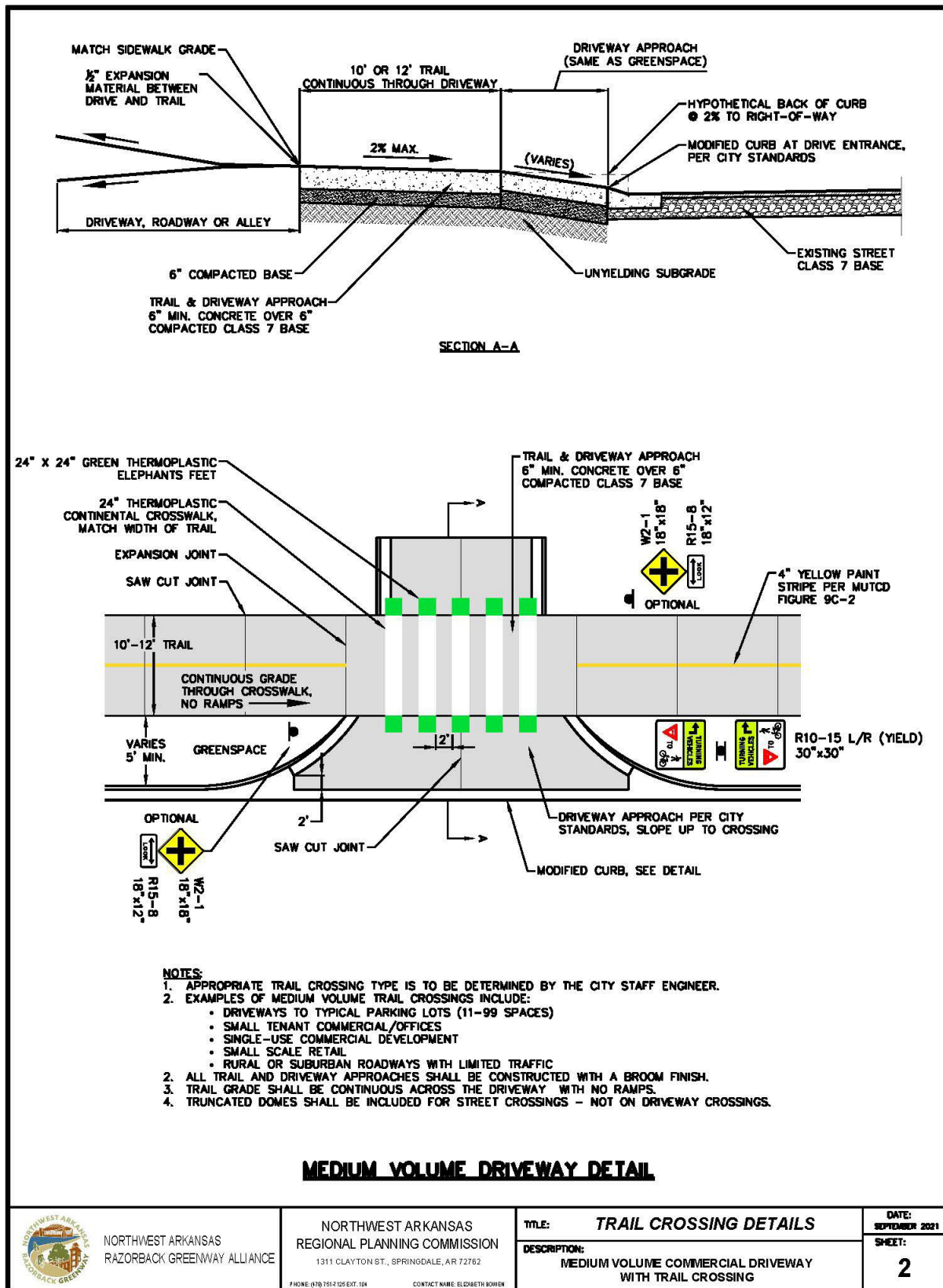
Standard Maintenance

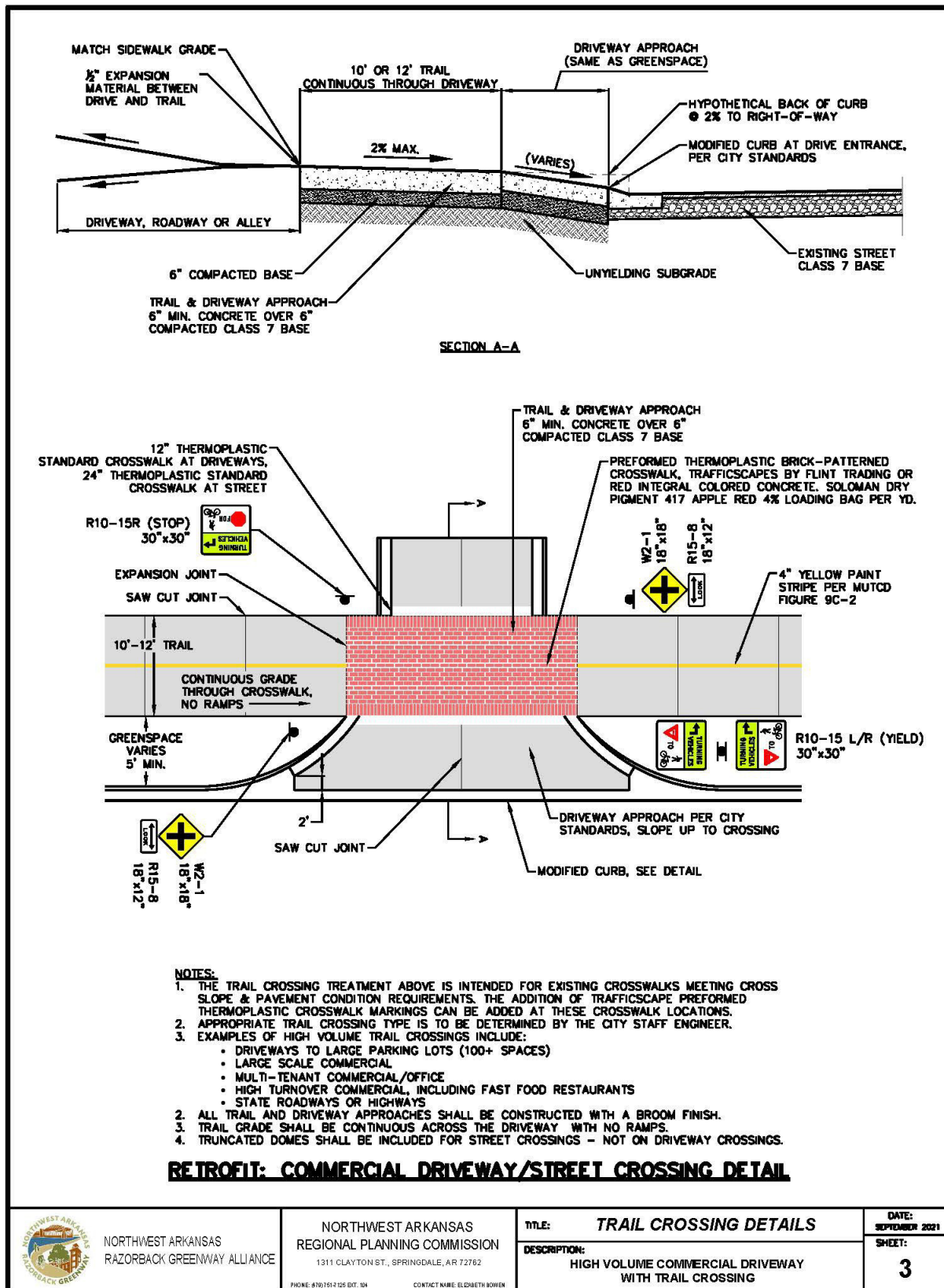
Existing crosswalks shall be replaced with thermoplastic after every asphalt overlay.

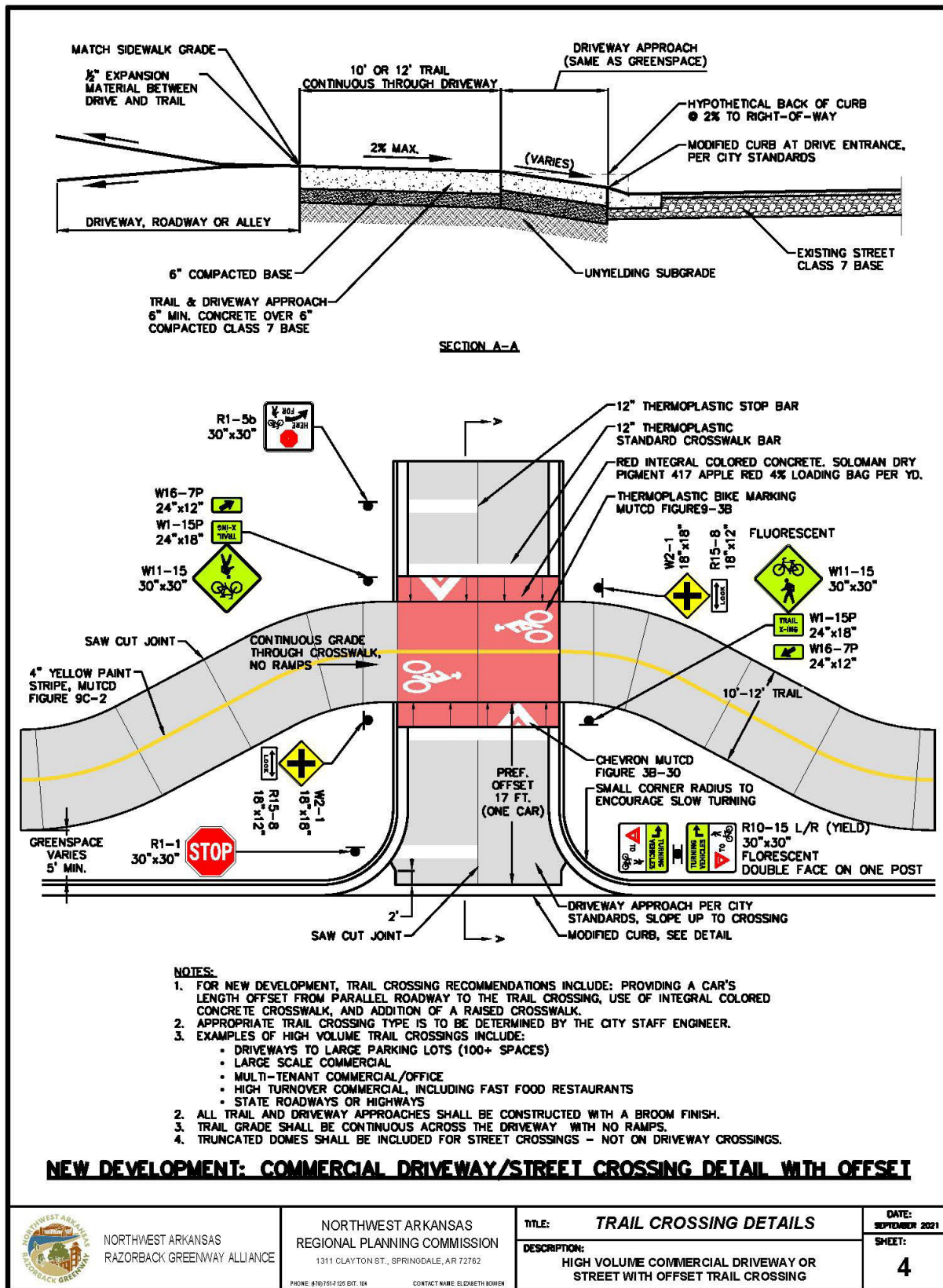
Existing thermoplastic crosswalk panels should be refreshed with new thermoplastic any time 25% or more of an individual panel has failed or worn away. Paint should be used if location is scheduled for overlay within 2 years.

Materials to install a typical continental style Thermoplastic Crosswalk or Preformed Thermoplastic TrafficScapes Crosswalk will last between 3-10 years depending on the traffic patterns and wear factors at a given location.









RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING
THE ACTION PLAN FOR COVID19 FUNDS (REALLOCATION)**

WHEREAS, the City of Springdale, as an entitlement city of the Community Development Block Grant Program, has been allocated a reallocation round of COVID19 funds in the amount of \$178,632;

WHEREAS, these funds are to be used "[t]o prevent, prepare for, and respond to the Coronavirus" pandemic;

WHEREAS, City staff has worked with nonprofit organizations in the City that are on the front line assisting the needs of the community with rental assistance, food distribution, clothing, utility subsidies and other essential needs during the pandemic to solicit their needs and to review their ability to administer grants consistent with federal guidelines; and

WHEREAS, The City wishes to allocate the COVID19 CV Reallocation Funds as set forth on the attached schedule, which is incorporated herein by reference.

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

1. The allocation schedule for the distribution of the COVID19 CV Reallocation 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.
2. That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the COVID19 CV Reallocation Funds.

PASSED AND APPROVED this 13th day of September, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVE AS TO FORM:

Ernest B. Cate, City Attorney

From: Patsy Christie <pchristie@springdalear.gov>
Sent: Tuesday, September 6, 2022 1:34 PM
To: Doug Sprouse <dsprouse@springdalear.gov>
Cc: Colby Fulfer <cfulfer@springdalear.gov>
Subject: CDBG COVID Reallocation Funds

At the June 6th CDBG Committee meeting, CDBG Coordinator Dean Allen presented the CDBG COVID 19 Reallocation Funds that were recently announced for the City in the amount of \$178,632 and noted that Springdale is the only city in the State to receive Reallocation funds since all of our previous funds had been disbursed. He explained that the use of the funds to be "To prevent, prepare for, and respond to the Coronavirus". Also included was a report of the previously received CV and CV3 allocations as approved by the City Council.

Staff discussed notifying past recipients that additional funding was available and the funds would be disbursed on a first-come, first-served basis. We felt that it would be in the best interests of the residents of Springdale to use the same process as before and to meet program requirements, applications would be received until end of business on August 24th. Committee action on the meeting prior to the September 13th Council meeting would allow for submission to HUD by the September 23rd deadline.

With the regularly scheduled meeting date being on Labor Day, it was anticipated that the Committee would meet the week after Labor Day (September 5th) and that recommendation could be forwarded to the City Council for approval on September 13th. Scheduling the meeting the week (August 29th) before created a time crunch. Nine applications were received requesting a total of \$243,700. A thorough review of each application, along with discussion with each organization to ensure capacity to accept the grant, disburse fund and understanding of reporting guidelines was needed before submission to the CDBG Committee.

The short amount of time from the applications submission deadline on Wednesday at 5 pm, to committee agenda deadline of noon on Thursday was not enough time. The necessary material for this grant was ready on Friday morning, but when submitted the item was not allowed to be included on the committee meeting agenda on August 29th. As a result, I discussed this issue a request was made to the HUD office for an extension to allow submission after the next Council meeting on August 27th, but an extension was not possible.

If the City's application is not submitted to HUD by September 23rd, the money will be reallocated to another entitlement city. My suggestion to avoid this loss of funding to our non-profits is to allow the item to be placed on the September 13th Council agenda without having gone back through the committee process.

There are two options that would be available to the Council to determine the allocation of funds to the various non-profit agencies that applied and will bring the funding requests to the funds available. The options available would be for (a) the Council to select which requests not to fund, or (b) allow the staff to reduce each request by an equal amount resulting in all the funds be distributed. With either action approved on September 13th, staff will have ample time to get the grant application to HUD prior to the deadline.



Community Development Block Grant Program Update on CARES ACT (CV, CV3 and Reallocations)

CDBG- CV Funds



- On August 19, 2020, the City was awarded the first CDBG-CV allocations through the CARES ACT
- Award amount: \$478,318
- Awarded twelve (12) nonprofits for distribute the funds to the community.

• *Tie Back- “To prevent, prepare for and respond to the Coronavirus”*

References- Part 24 CFR Part 91

Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), Public law 116-136, enacted March 27,2020.

Nonprofits (CV)



- ACOM (Arkansas Coalition of Marshallese) - \$48,303
- CASA of NWA- \$20,000
- Returning Home- \$88,000
- Compassion House- \$50,000
- VFW Post- \$15,000
- VFW Aux- \$15,394
- MEI (Marshallese Education Initiative)- \$75,000
- Community Clinic- \$67,000
- Compassion NWA- \$25,000
- Samaritan Community Clinic- \$10,000
- RootED NWA- \$48,621
- Bread of Life- \$16,000

- Total amount: \$478,318

CDBG-CV3



- On February 18,2021 the City of Springdale was awarded the third round of CV funds.
- The amount was \$445,382
- The City awarded seven (7) nonprofits to distribute the funds to the need in the community.
- *Tie Back- “To prevent, prepare for and respond to the Coronavirus”*

References- Part 24 CFR Part 91

Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), Public law 116-136, enacted March 27,2020.

Nonprofits (CV3)



- NWA Food Bank- \$139,283
- Dinners for Veterans- \$20,000
- Arkansas Crisis Center- \$100,000
- Returning Home- \$58,183 (\$88,000- CV)
- Epikos Center NWA- \$56,200
- Hope Distributors- \$50,000
- Community Clinic- \$21,716 (\$67,000-CV)
- Total Amount: \$445,382

The amount in RED is what nonprofit previously received from the CV funds

Nonprofits CV Funds



- ACOM (Arkansas Coalition of Marshallese) - \$48,303
- CASA of NWA- \$20,000
- Returning Home- \$146,183
- Compassion House- \$50,000
- VFW Post- \$15,000
- VFW Aux- \$15,394
- MEI (Marshallese Education Initiative)- \$75,000
- Community Clinic- \$88,716
- Compassion NWA- \$25,000
- Samaritan Community Clinic- \$10,000
- RootED NWA- \$48,621
- Bread of Life- \$16,000
- NWA Food Bank- \$139,283
- Dinners for Veterans- \$20,000
- Arkansas Crisis Center- \$100,000
- Epikos Center NWA- \$56,200
- Hope Distributors- \$50,000

Total of funds from CV and CV3
\$923,700

CDBG- CV Accomplishments



The accomplishments of all nonprofits that participated in the CARES ACT funding process was monumental to say the least.

- Over 74 abused children were taken through CASA
- Over 43,000 meals were sent out during the pandemic
- Returning home had 278 more clients in the facility and the funding assisted them into remodeling their kitchen to deal with the influx of new clients.
- Over 70 family members were provided assistance through the nonprofits by giving transportation and medical assistance
- Compassion House provided 307 personnel around 880 pounds of fresh produce to distribute to food pantries.
- The Marshallese community was hit hard with the pandemic and over 1000 households were provided with assistance.
- The Latino community was also affected through the pandemic and over 100 families and individuals were provided assistance.
- The Arkansas Crisis Center had an increase over 150% in call volume, with the funding, the organization was able to build a better infrastructure to help the call center to keep up with the crisis.

CDBG- CV Cont....



- Feed the 479 has seen an increase of 132% in food insecurity
 - Pre-pandemic Oct 1- March 16, 2020
7,260 families' served and 28,096 individuals served.
 - Post pandemic March to present
21,294 families' served and 82,407 individuals served.

CDBG- CV Reallocation



- On May 13, 2022 the City of Springdale was awarded reallocation funds from the CARES ACT.
- Springdale was the only City in Arkansas to expend the CV funds accordingly.
- CDBG sent out an email on July 19, 2022 to 17 nonprofit organization and invited them to submit an application for funds.

The amount is: \$178,632

- The City received nine (9) applications from nonprofits in the amount of \$245,432
- *Tie Back- “To prevent, prepare for and respond to the Coronavirus”*

References- Part 24 CFR Part 91

Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), Public law 116-136, enacted March 27,2020.

Nonprofits (CV-R)



- Feed the 479- \$18,900 (1st time) *application turned in on, 8/2/22*
- ACOM- \$40,000 (\$48,303- CV) *application turned in on, 8/10/22*
- Returning Home- \$25,000 (\$146,183- CV & CV3) *application turned in on, 7/26/22*
- VFW Aux- \$24,000 (\$15,394- CV) *application turned in on, 7/28/22*
- Bread of Life- \$24,000 (\$16,000- CV3) *application turned in on, 8/10/22*
- VFW Post- \$25,000 (\$15,000- CV3) *application turned in on, 8/8/22*
- RootED NWA- \$20,000 (\$48,621- CV) *application turned in on, 8/10/22*
- Epikos Center NWA- \$38,000 (\$56,200- CV3) *application turned in on, 8/11/22*
- Community Clinic- \$28,800 (\$88,716- CV & CV3) *application turned in on, 8/24/22*

• Total amount from nonprofits: \$243,700

**The amount in RED is what nonprofit
previously received from the CV funds**

• Total amount for reallocations: \$178,632

• Difference: \$65,068

CDBG- CV



- The amount the City has received through all of the CARES ACT funding was (CV & CV3):
- \$923,700
- All together we provided seventeen (17) nonprofits with CARES Act funding to assist with the impact from the Coronavirus.
- \$478,318- CV
- \$445,318- CV3
- \$178,632- CV-R
- The total of ALL CV funds to include the new reallocation will be:

\$1,102,332.00

What is Needed...



- Need City Council approval on distribution of funds to the nonprofits.
- We have passed the threshold of the \$178,632
 - Couple of options to achieve goals:
 - Select applications from nonprofits that council wants to approve
 - Equally distribute the funds throughout all of the nonprofits that have turned applications.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID19 CV REALLOCATION

TOTAL FUNDING ANTICIPATED: \$178,632

Springdale, as an entitlement city of the Community Development Block Grant Program, has been allocated a reallocation round of COVID19 funds in the amount of \$178,632. The funds are to be used "To prevent, prepare for, and respond to the Coronavirus". The CV and CV3 allocation received by the City was \$923,700 and has been distributed as approved by the City Council.

Staff has worked with nonprofit organizations in the City that are on the front line assisting the needs of the community with rental assistance, food distribution, clothing, utility subsidies and other essential needs during the pandemic to solicit their needs and to review their ability to administer grants consistent with federal guidelines.

The following nonprofit organizations expressed a need for funding and understand grant requirements, including both use and reporting and have indicated that they have the capacity to accept grant funds.

1. Returning Home

The funding will assist personnel coming out of incarceration. The organization will provide 3 meals a day to around 70 men. Assisting in providing health care and the opportunity to immunizations and boosters

Funding Amount: \$25,000

2. VFW Auxiliary to Raymond A. Alstott Post 2952

The donations have decreased due to Covid19. This funding will help with building more "Go Buckets" and new "Disease Prevention Pails" to assist with homeless veterans and veterans that are coming out of homelessness.

Funding Amount: \$24,000

3. Feed the 479 (Compassion Center of NWA)

During the pandemic, there has been an increase of 20% in new clients. The old software needs to be updated to assist all of the new clients. The Funding will assist with funding the new system and essential needs to the Clients that are in need.

Funding Amount: \$18,900

4. VFW Post #2952

Due to the pandemic, the VFW is assisting with veterans with needs from basic care to essential needs like rides to medical appointments, homelessness, assisting with rent, and utility assistance due to the pandemic.

Funding Amount: \$25,000

5. ACOM (Arkansas Coalition of Marshallese)

Since the pandemic started 3 years ago, ACOM has assisted over 700 families living in poverty. Since the pandemic impacted essential workers and the majority are part of the Marshallese community, there has been need of assistance with food insecurities, rental subsidies.

Funding Amount: \$40,000

6. Bread of Life

Since the pandemic, food, utility and rental insecurities have been a constant issue with the essential workers that are impacted by Covid19. The assistance will be used for this purpose, as well as to assist with eviction notices.

Funding Amount: \$24,000

7. RootED NWA

Due to the pandemic, the Latino community has been impacted due to many of the community members are essential workers. The funding will help with food, utility and rental/ mortgage insecurities.

Funding Amount: \$20,000

8. Epikos Center NWA

Help people in our area struggling with COVID19 long hauler symptoms with health life coaching, supplements, sanitation and personal hygiene solutions to prevent Coronavirus.

Funding Amount: \$38,000

9. Community Clinic

The funds will be used for the purchases of COVID-19 kits to give to the community. This will include 12 kits per case or 72 kits of SARS Antigen Sofia Kits at the costs of \$4,800 a case.

Funding Amount: \$28,800

Total Amount: \$243,700

Total Amount of Reallocation Funds: \$178,632

Difference: \$65,068

Staff is asking City Council to make a decision on which nonprofit organizations to fund through the CARES ACT reallocation funds.

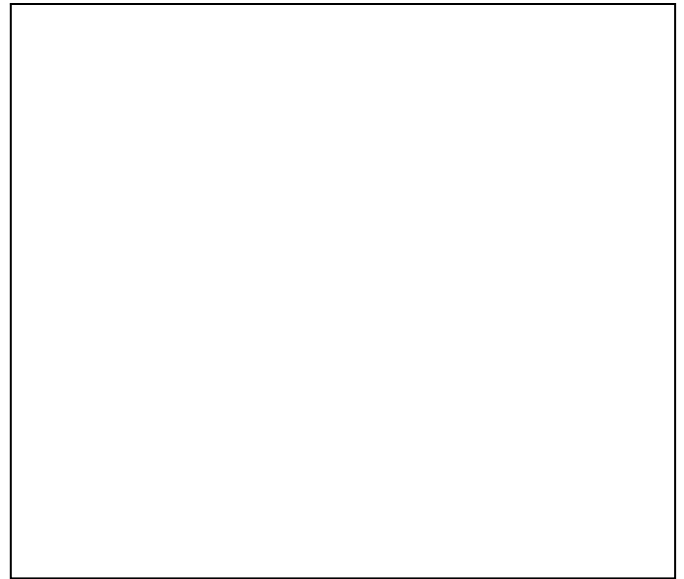
Couple of options to achieve goals:

- Select applications from nonprofits that council wants to approve
- Equally distribute the funds throughout all of the nonprofits that have turned in applications.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the following real property located in Springdale, Washington County, Arkansas, is owned as set out below:



PROPERTY OWNER: Janet L. Scates

LEGAL DESCRIPTION:: Part Of The North Half Of The Southeast Quarter of the Northeast Quarter In Section 14, Township 17 North, Range 30 West Of The 5th P.M. Described As Beginning At The Point 665 Feet East And 265 Feet South Of The Northwest Corner of Said Twenty Acre Tract. Running Thence East 325 Feet; Thence South 125 Feet; Thence West 325 Feet; Thence North 125 Feet To The Point Of Beginning.

LAYMAN'S DESCRIPTION: 4003 Dixon Ave.

PARCEL NUMBER: 815-29482-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$376.16 clean-up costs and \$22.53 administrative costs – 4003 Dixon Ave. (Parcel No. 815-29482-000)

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$398.69, plus 10% for collection – 4003 Dixon Ave. (Parcel No. 815-29482-000)

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 _____, 20____.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



CITY ABATEMENT-2022 - - 6/9/2022 8:45 AM (RANDY-CODE 4)

Form Started: 6/9/2022 9:49:24 AM
Form Submitted: 6/9/2022 9:49:24 AM
Status: CITY ABATEMENT
Order # CDIX4003-03

Form Fields:

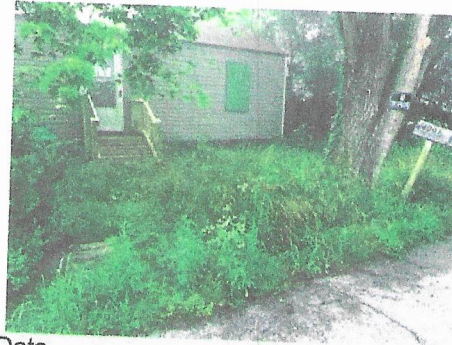
Property Address
Before Picture

4003 Dixon
Attached Data



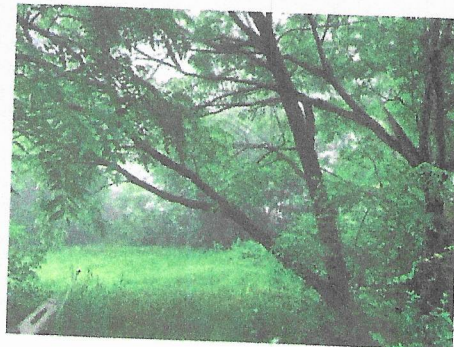
Before Picture

Attached Data



Before Picture

Attached Data



Type of Abatement
Date of Abatement
Officer on Site-

Lien
6/9/2022 7:45 AM
R. Glenn

Labor Rate Recovery
Employee
HH Benefit Rate

Henry Hernandez
\$54.84

Method of Compliance
1 Method of Compliance

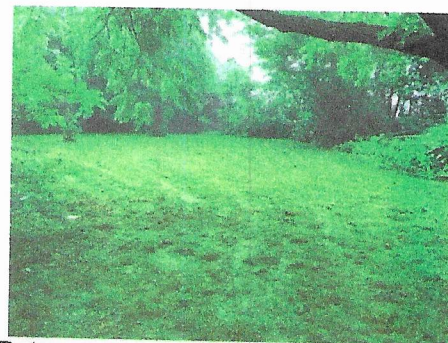
Mowing



Equipment Used

Equipment	743 Kubota,781 Traylor,6013 Service Pick Up Truck
743 Kubota	\$65
781 Traylor	\$55
6013 Service Pick up Truck	\$35

Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Rate Recovery	48
Employee labor recovery per hour	102.84
Total Employee Cost	102.84
Equipment Cost per hour	155
Total Equipment Cost	155
Disposal Cost Recovery	\$118.32
Number of Tires Removed (\$2 Each)	0
Number of Electronics Removed (\$10 Each)	0
Containers of Chemicals (\$1 Each)	0
Freon Removal Recovery (\$20 each)	0
Total Cost of Abatement	376.16
Items Removed from Property	None
Final Photos	Attached Data



Final Photos

Attached Data



Final Photos

Attached Data

Final Photos



Attached Data

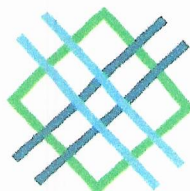


Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

David D. Phillips
Deputy City Attorney
dphillips@springdalear.gov

Garrett Harlan
Deputy City Attorney
gharlan@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

201 Spring Street • Springdale, Arkansas 72764
Phone (479) 750-8173 • Fax (479) 750-4732
www.SpringdaleAR.gov

Giselle Gonzalez
Case Coordinator/Victim Advocate
ggonzalez@springdalear.gov

Steve Helms
Investigator
shelms@springdalear.gov

Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Jacque Roth
File/Discovery Clerk
jroth@springdalear.gov

August 2, 2022

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

Janet L. Scates
4003 Dixon Road
Springdale, AR 72764-1010

RE: Notice of clean-up lien on property located at 4003 Dixon Ave., Springdale,
Washington County, Arkansas, Tax Parcel No. 815-29482-000

Dear Property Owner/Lienholder:

On April 29th, May 9, 11 and June 7, 2022, notice was posted on property located at 4003 Dixon Ave., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 11, 2022, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 9, 2022. As of this date, the total costs incurred by the City of Springdale to clean this property are \$376.16. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before September 7, 2022, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, September 13, 2022, at 6:00 p.m. in the City

Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$383.69, which includes \$376.16 for cleaning up the property and \$7.53 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to Janet Scates at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

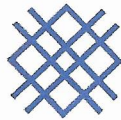
If you should have any questions, please let me know.

Sincerely,

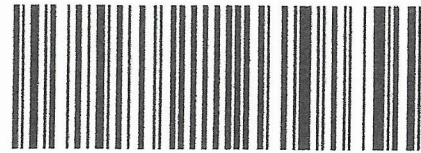


Ernest B. Cate
City Attorney

Enclosures
EBC:dp



CITY OF SPRING
OFFICE OF CITY A
201 SPRING STR
SPRINGDALE, AR



7020 0640 0002 3174 8776



US POSTAGESM PITNEY BOWES
ZIP 72701 \$ 008.06⁰
02 1W
0001373153 AUG 03 2022

8/10/22

Janet L. Scates
4003 Dixon Road
Springdale AR 72764-1010

NIXIE 722 DE 1 0008/08/22
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

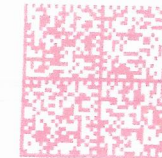
72764>4554
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BC: 72764455401 *2755-03808-05-41



CITY OF SPRINGDALE
OFFICE OF CITY ATTORNEY
201 SPRING STREET
SPRINGDALE, AR 72764

PRESORTED
FIRST CLASS



US POSTAGESM PITNEY BOWES
ZIP 72701 \$ 000.52⁶
02 1W
0001373153 AUG 03 2022

8/10/22

Janet L. Scates
4003 Dixon Road
Springdale, AR 72764-1010

NIXIE 722 DE 1270 0008/08/22
RETURN TO SENDER
VACANT
UNABLE TO FORWARD

6GLTSMVA276
72764>4554

BC: 72764455401

*1255-02122-13

Page 142 of 159

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT TO THE
UNEXPIRED TERM OF OFFICE FOR SPRINGDALE CITY
COUNCIL, WARD 2, POSITION 2, PURSUANT TO ARK.
CODE ANN. §14-43-411.**

WHEREAS, on August 31, 2022, Kevin Flores resigned his seat on the Springdale City Council, Ward 2, Position 2, thereby creating a vacancy on the Springdale City Council;

WHEREAS, the term of office for Springdale City Council, Ward 2, Position 2, will expire on December 31, 2024, and as such the unexpired term of office for Springdale City Council, Ward 2, Position 2, is more than one (1) year;

WHEREAS, given that the unexpired term of office for Springdale City Council, Ward 2, Position 2, is more than one (1) year, a successor to fill the unexpired term shall be chosen pursuant to the provisions of Ark. Code Ann. §14-43-411(b)(1);

WHEREAS, given that a special election to fill the unexpired term of office could not take place until February of 2023, the City Council for the City of Springdale wishes to fill the unexpired term of office for Springdale City Council, Ward 2, Position 2, by a majority vote of the remaining members elected to the Springdale City Council, pursuant to Ark. Code Ann. §14-43-411(b)(1);

WHEREAS, the City Council for the City of Springdale finds that _____ should be appointed to fill the vacancy for Springdale City Council, Ward 2, Position 2, with the appointment to expire on December 31, 2024;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that _____ be appointed to serve the unexpired term of Springdale City Council, Ward 2, Position 2, effective upon the date of passage of this Resolution, with said term expiring on December 31, 2024.

PASSED AND APPROVED, this ____ day of _____, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate

The City Council of the City of Springdale met in regular session on Tuesday, August 23, 2022, in the tiered training room in the new Criminal Justice 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 Williams	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1 (Absent)
Kevin Flores	Ward 2
Randall Harriman	Ward 1
Mark Fougrousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Building Official
Ben Peters	Engineering Director
Angie Albright	Shiloh Museum Director

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the August 9, 2022 City Council meeting be approved as presented. Council Member Harriman made the second.

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

PUBLIC HEARING - PETITION BY BRIDGERS CROSSING LLC TO VACATE A DRAINAGE EASEMENT LOCATED AT 3064 S. OLD MISSOURI ROAD

City Attorney Ernest Cate opened up a public hearing on a petition by Bridgers Crossing LLC to vacate a drainage easement located at 3064 S. Old Missouri Road.

There were no public comments made.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

CITY OF SPRINGDALE EMPLOYEE RECOGNITION

Mayor Sprouse recognized City of Springdale employee Sharon Tromburg, Senior Planner in the Planning Department.

Planning Director Patsy Christie commented on how Sharon goes above and beyond in her job and everyone in the department was happy to recognize her as employee of the month.

ORDINANCE NO. 5750 – REZONING 20 ACRES OWNED BY JERRY D. MARTENS AND DEBRA K. MARTENS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HAR-BER AVENUE AND GENE GEORGE BOULEVARD, FROM A-1 TO PUD AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 20 acres owned by Jerry D. Martens and Debra K. Martens located at the southwest corner of the intersection of Har-Ber Avenue and Gene George Boulevard, from A-1 to PUD, and declaring an emergency. If the PUD is approved tonight the property will be transferred to Grays Crossing LLC for development. The development plan for the Grays Crossing Planned Unit Development is as follows:

**Development Plan for
GRAYS CROSSING P.U.D.
Planned Unit Development
August 4, 2022**

NOTE: The approved final development plan shall be binding on all subsequent owners of the land until revised or repealed as authorized in Chapter 130 of the Springdale Code of Ordinances.

General Eligibility and Staging Requirements

1. Location: The intent is to apply the PUD district to the approximately 19.8 acres included in the project, all of which are within the municipal limits of Springdale. The Comprehensive Land Use Plan designates this area for Medium Density Residential use.
2. Ownership: The property is owned by Jerry D. and Debra K. Martens, and is under contract to be sold to Grays Crossing, LLC, the developer.
3. Project size: The net acreage of the subject property is approximately 19.8 acres in size.
4. Staging: The PUD as shown in the submitted preliminary plat represents the entirety of the project. The developer reserves the right to bring additional/other properties into the PUD. Construction is anticipated to take place in two phases.

Developer intends to begin construction as quickly as is practical once construction plans are approved by all appropriate regulatory entities. Anticipated timeframe to complete infrastructure construction is twelve to eighteen months from City Council PUD approval.

APPLICATION REVIEW PROCEDURES

1. Three Phases:
 - a. A preapplication conference with planning and community development staff. – A preapplication conference has been held with the planning department staff.

- b. The preliminary development plan is submitted for review and approval by the planning department staff along with the preliminary plat, rezoning application, and other supporting materials. Following staff review and revisions, revised application materials will be reviewed and potentially approved by Planning Commission and City Council.
- c. Final development plan approved as a whole or in phases by the planning commission and city council following its review for conformity with the preliminary development plan.

The final development plan shall be approved prior to the issuance of any building permits within any portion of the planned unit development and shall be recorded prior to the issuance of a building permit.

- 5. Civil Engineer & Land Surveyor: Engineering Services, Inc., 1207 South Old Missouri Road, Springdale, AR 72764, (479) 751-8733, bmurray@engineeringservices.com.
- 6. Size: Development includes 19.8 acres. Legal description of the property is included below:

LEGAL DESCRIPTION OF PLANNED UNIT DEVELOPMENT:

A PART OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32) OF TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE ARKANSAS GEOLOGICAL SURVEY PERPETUATION MONUMENT WHICH MARKS THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°23'35" EAST ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 284.72 FEET TO A FOUND STEEL PIN ON THE NORTHEASTERLY LINE OF PHASE VII OF HAR-BER MEADOWS PLANNED UNIT DEVELOPMENT AS SHOWN ON SUBDIVISION PLAT 15-28, SAID PIN BEING THE POINT OF BEGINNING (POB) AND RUN THENCE NORTH 88°36'25" WEST ALONG SAID NORTHEASTERLY LINE A DISTANCE OF 40.00 FEET; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 59°36'46" WEST A DISTANCE OF 509.23 FEET TO THE FOUND STEEL PIN AT THE NORTHWESTERLY CORNER OF SAID PHASE VII; THENCE CONTINUING NORTH 59°36'46" WEST ALONG THE NORTHEASTERLY LINE OF PHASE V OF HAR-BER MEADOWS P.U.D., SUBDIVISION PLAT 15-32, A DISTANCE OF 1478.87 FEET TO A FOUND STEEL PIN; THENCE CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID PHASE V NORTH 01°49'58" EAST A DISTANCE OF 72.00 FEET TO THE CENTERLINE OF THE DRIVING SURFACE OF HAR-BER AVENUE AS IT PRESENTLY EXISTS; THENCE ALONG SAID CENTERLINE SOUTH 89°21'03" EAST A DISTANCE OF 70.00 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 87°08'06" EAST A DISTANCE OF 86.00 FEET; THENCE ALONG SAID CENTERLINE SOUTH 89°46'08" EAST A DISTANCE OF 47.00 FEET; THENCE ALONG SAID CENTERLINE SOUTH 86°00'33" EAST A DISTANCE OF 530.00 FEET; THENCE ALONG SAID CENTERLINE SOUTH 83°58'13" EAST A DISTANCE OF 305.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 499.56 FEET AND A CHORD WHICH BEARS SOUTH 89°36'12" EAST, THENCE ALONG SAID CURVE A DISTANCE OF 144.96 FEET; THENCE NORTH 82°12'59" EAST A DISTANCE OF 72.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1650.28 FEET AND A CHORD WHICH BEARS NORTH 85°16'00" EAST, THENCE ALONG SAID CURVE A DISTANCE OF 159.79 FEET; THENCE NORTH 89°33'39" EAST A DISTANCE OF 172.23 FEET; THENCE SOUTH 89°32'11" EAST A DISTANCE OF 195.24 FEET TO THE COTTON SPINDLE WHICH MARKS THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;

THENCE SOUTH 1°23'35" WEST ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 1035.03 FEET TO THE POINT OF BEGINNING, CONTAINING 20.65 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF HAR-BER AVENUE, BEING 1.43 ACRES, MORE OR LESS.

LESS AND EXCEPT,

A PART OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32 (32) TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ARKANSAS GEOLOGICAL SURVEY PERPETUATION MONUMENT WHICH MARKS THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE N02°32'04"E ALONG THE EAST LINE OF SAID SECTION 32 - 284.72 FEET TO A FOUND STEEL PIN ON THE NORTHEASTERLY LINE OF PHASE VII OF HAR-BER MEADOWS PLANNED UNIT DEVELOPMENT AS SHOWN IN SUBDIVISION PLAT 15-28; THENCE CONTINUE N02°32'04"E ALONG THE EAST LINE OF SAID SECTION 32 – 979.53 FEET; THENCE N87°45'41"W – 208.50 FEET; THENCE N87°14'04"W – 1036.99 FEET TO THE POINT OF BEGINNING; THENCE S60°00'00"W – 138.58 FEET; THENCE N86°14'40"W – 289.36 FEET; THENCE S40°00'00"W - 18.72 FEET; THENCE N58°28'17"W – 132.56 FEET; THENCE N02°58'27"E – 31.12 FEET; THENCE S87°14'04"E – 73.30 FEET; THENCE S70°32'07"E – 52.20 FEET; THENCE N66°12'02"E – 55.90 FEET; THENCE S87°14'04"E – 359.97 FEET; THENCE S02°45'56"W – 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 40,815 SQUARE FEET OR 0.94 ACRES MORE OR LESS.

- 7. Project Name: Grays Crossing Planned Unit Development
- 8. Site Plan: Drawings are attached illustrating the subdivision layout, typical setbacks, connectivity, green space, and landscaping.
- 1. Development Strategy – Intent is to develop a site as a PUD with forty-six single-family residential lots. The entire subdivision will be residential with no commercial uses proposed or allowed. Developer intends to build and then sell or lease homes on all lots. However, developer reserves the right to sell vacant lots as market conditions warrant.

All homes will face either Gene George Boulevard, Har-Ber Avenue, or the common/POA park areas (lots 39 and 48) of the property. All lots will include attached rear load garages (with capacity for at least two cars) with driveway access from Idell Drive, an improved private street which runs along the rear of the lots. No direct driveway access to Gene George Boulevard or Har-Ber Avenue will be permitted.

Typical lot size is 36' wide by 100-115 feet long.

- 2. Permitted Uses: The entire development will be strictly residential in nature. No commercial or industrial uses are proposed or allowed for this development. Specific Use Units allowed in Grays Crossing PUD are:
 - Use Unit 1 – Citywide Public Uses by Right
 - Use Unit 4 – Cultural, Recreational, and Health Facilities
(Restricted to Recreational Uses Only-Cultural & Health Facilities are Prohibited)
 - Use Unit 8 – Single Family Dwellings

Use Unit 9 – Zero Lot Line
Use Unit 34 – Model Home/Temporary Marketing Office

3. Site Development Requirements

A) Density, Bulk, Area and Yard Regulations

Density – 46 Single Family Lots / 19.8 Acres = 2.3 Units / Acre

Green Space (15% Minimum by City Code)
14.5 Acres Greenspace Provided / 19.8 Acres = 73.2%
Greenspace

Lot size - Single Family Residential: 36’ Wide x 100’-120’ Deep Typical

B) Building Setbacks

<u>Lots 1-12:</u>	
North Setback:	Build-to Line 15’ from Har-Ber Avenue ROW
Side Setback:	0’ on West Side, 10’ on East Side
South Setback:	20’ Building Setback from Improved Private Street
<u>Lots 13-16:</u>	
North/East Setback:	25’ from Har-Ber Avenue/Gene George Boulevard ROW
Side Setback:	0’ on North/West Side, 10’ on South/East Side
South/West Setback:	20’ Building Setback from Improved Private Street
<u>Lots 17-28:</u>	
East Setback:	Build-to Line 15’ from Gene George Boulevard ROW
Side Setback:	0’ on North Side, 10’ on South Side
West Setback:	20’ Building Setback from Improved Private Street
<u>Lots 29-38:</u>	
West Setback:	10’ Building Setback Line
Side Setback:	0’ on South Side, 10’ on North Side
East Setback:	20’ Building Setback from Improved Private Street
<u>Lots 40-47:</u>	
South Setback:	10’ Building Setback Line
Side Setback:	0’ on East Side, 10’ on West Side
East Setback:	20’ Building Setback from Improved Private Street

GRAYS CROSSING PUD CONCEPT AND NARRATIVE

Applicant proposes a Planned Unit Development (PUD) with 46 single family residential lots on 19.8 acres in northwest Springdale. The subject property is located at the southeast corner of the intersection of Har-Ber Avenue and Gene George Boulevard and includes Washington County Parcels 815-30934-000 and 815-30935-000. This property is designated for Medium Density Residential use on the City’s Comprehensive Land Use Plan and is currently in the A-1 zoning district.

The intent of the development is to provide 46 rear load, single family homes which have vehicle access to an improved private street proposed to be built through the development. The development includes a large open green space area at the southwest portion of the

property, with a tot lot, play structure, and picnic benches, which will be installed in Phase I of the project. More than 70% of development is reserved as green space.

The project is being proposed as a Planned Unit Development to provide a style of housing not widely available in the area. The lots and houses in this development will be similar to those found along the west end of Har-Ber Meadows PUD between Jones Road and JTL Parkway, and similar those to be built in Cadence Crossing PUD, located on Gibbs Road. These houses feature an attractive streetscape due to the reduced front building setback and absence of front load garages, with trash collection and driveways out of sight behind the homes. Developer is seeking to create a similar aesthetic in the proposed development. The proposed PUD will include houses with a single side yard and with attached rear load garages accessing an improved private street in a similar configuration to the Har-Ber Meadows and Cadence Crossing houses. The spacing of houses, reduced front yards, and absence of driveways along the Har-Ber Avenue and Gene George Boulevard will create an inviting space with a strong sense of community. It is difficult to achieve this concept within the City's standard zoning districts.

It is not anticipated the development will strain public services or infrastructure in the area. This area includes multiple schools, shopping, eating, health care, and other services a short distance from the proposed development. Fire Station 7 is located less than a mile from the subject property. Har-Ber Avenue, Gene George Blvd, Highway 112, and Highway 412 are all major vehicular corridors near the development. An existing 8" gravity sewer main is located along the south side of Har-Ber Avenue and a larger 18" gravity main runs along the southwest boundary of the development. An existing 24" water main runs along Gene George Boulevard. Due to the relatively small number of new homes proposed, the abundance of services available in the area, and level of infrastructure present, the proposed development is not anticipated to strain City services or adversely impact surrounding properties.

Proposed building setbacks within the PUD are not typical of standard residential zoning districts in the City. The proposed setbacks will allow the single family homes to be built on the lots as shown in the Preliminary Plat with a single side yard on one side and reduced front yards to emulate the look and feel of the Har-Ber Meadows and Cadence Crossing homes discussed above.

The proposed setbacks for the front of the homes vary slightly throughout the development. Lots which face north toward Har-Ber Avenue (lots 1-12) will have a 15' build-to line from the Har-Ber Avenue right-of-way to ensure the front of the houses along these streets line up uniformly. Similarly, lots which face Gene George Boulevard (lots 17-28) will have a 10' buildto line. Due to an existing 20' utility easement and their irregular lot shapes, the lots which front the roundabout (lots 13-16) have a 20' minimum building setback from the street right-of-way. For lots on the opposite side of Idell Drive, there will be a 10' building setback line ensuring a minimum 10' deep front yard from the house to the boundary of the POA/common area property.

All buildable lots have a 20' building setback from the improved private drive. This ensures each home will have a driveway measuring at least 20 feet long from Idell Drive to the required two-car garage.

Each lot will have a zero foot side setback along one side and a ten foot side setback along the other. The setback information earlier in this document and the setback information on the plat indicate which side of each lot is subject to the ten foot wide side setback. These side setbacks will allow for homes to be built on the proposed lots with a zero lot line configuration on one side and provide at least a ten foot wide yard on the other side, which is an important element of the overall concept for this development. Each ten foot side setback also serves as a maintenance easement for the adjacent lot, to allow the owner of the adjacent lot to complete any necessary repairs or maintenance to the building.

Each home is required to have an attached, rear-load garage with capacity for at least two vehicles. Front loading garages or direct driveway access to Har-Ber Avenue and Gene George Boulevard are prohibited. No detached garages or accessory structures are allowed.

Primary use of the development is single family homes, with no commercial or industrial use units allowed in the development. The following specific use units will be allowed in the development:

Use Unit 1 – Citywide Public Uses by Right

Use Unit 4 – Cultural, Recreational, and Health Facilities

(Restricted to Recreational Uses Only-Cultural and Health Facilities are Prohibited)

Use Unit 8 – Single Family Dwellings

Use Unit 9 – Zero Lot Line

Use Unit 34 – Model Home/Temporary Marketing Office

All exterior walls of all Dwellings erected on the Lots shall be finished with high quality materials. Primary building materials will include brick, stone, manufactured stone, wood, and concrete siding (such as Hardy brand). Vinyl siding shall be allowed only above the first floor, and shall not exceed 20% of the building's exterior. Soffits and fascia may be covered with steel, vinyl, aluminum, or concrete composition materials. All roof pitches shall be a minimum of 6/12 pitch. No metal roofs shall be permitted. Roofs shall be covered with shingles using architectural composition or better.

All houses shall have a minimum of eight hundred (800) square feet of heated area on the first floor, and thirteen hundred (1,300) square feet overall, for all floors. All Dwellings shall have a maximum square footage of 3,000 square feet overall.

Developer intends to build then sell or lease homes on all lots. However, depending on market demand, developer reserves the right to sell lots. Plans and elevations of sample single family homes, which are similar in appearance/materials to the types of homes developer will build in this subdivision are enclosed with this development plan. To facilitate marketing and selling homes, developer may operate a temporary sales office and up to two model homes at a time in the development. Hours of operation for model home or temporary sales office are restricted to 8:00 a.m. through 7:00 p.m.

Covenants shall include various provisions to ensure the pleasing appearance of the neighborhood is maintained and which are typical of many developments. These shall include, but not be limited to,

requirements related to fences, yard maintenance, and storing trash cans out of sight from the road. Fences shall not exceed 6 feet in height, shall not protrude past the front or the rear of houses into the front yard or rear yard, and shall be constructed of wood or wrought iron.

The residents of the PUD will have access to several amenities. The development will have sidewalks along Har-Ber Avenue and Gene George Boulevard, as well as a sidewalk along the south side of the alley with a connection to the POA park area. 14.5 acres (73.2%) of the development property is reserved as greenspace, including a POA park area (lot 49) with a totlot with play structure and picnic benches. The amenities in lot 49 will be installed during the first phase of the development.

Developer will install trees and landscaping in common areas as shown on landscape plans. Builder and developer shall provide a standard two year warranty for each tree they install. All trees installed by developer shall be one of the following species:

- Alle Elm (*Ulmus americana*)
- Northern Red Oak (*Quercus rubra*)
- Shumard Oak (*Quercus shumardii*)
- Sugar Maples (*Acer saccharum*)
- Chinese Pistache (*Pistachia chinensis*)

POA shall be responsible for maintenance of all common areas, detention pond, the improved private street, and street lights along the improved private street.

An improved private street for rear access to homes is the only proposed street to be constructed in the subdivision. It will be 29' wide within a 35' wide access easement. The street will be inverted with a 6' sidewalk and parking provided along one side. Typical street section is provided on Preliminary Plat. All streetlights along the improved private street shall be private and maintained by the POA. The project includes one street connection to Har-Ber Avenue and one to Gene George Boulevard.

Signage for the subdivision will consist of 2 monument signs. One sign shall be located adjacent to the Har-Ber Avenue right-of-way just west of Lot 1. The other sign will be located in a sign easement at the southeast corner of lot 27. An easement will be provided. The exterior of the signs will be constructed with primarily stone, brick, and/or metal. The developer will install landscaping around the sign in accordance with the landscape plan.

A public hearing was held at Planning Commission.

After reading the title of the Ordinance, Council Member Overton moved the Ordinance "Do Pass". Council Member Harriman made the second.

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Overton, Flores

No: Watson

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

The vote:

Yes: Watson, Lawson, Flores, Harriman, Fougrousse, Powell, Williams

No: None

The Ordinance was numbered 5750.

ORDINANCE NO. 5751– REZONING .63 ACRES OWNED BY NGHIA VAN TRAN AND DUYN THI QUACK, LOCATED AT 2305 S. THOMPSON STREET, FROM C-2 TO C-6 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .63 acres owned by Nghia Van Tran and Duyen Thi Quack located at 2305 S. Thompson Street, from C-2 to C-6 and declaring an emergency.

A public hearing was held at Planning Commission.

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

The vote:

Yes: Powell, Williams, Watson, Overton, Flores, Harriman, Fougrousse

No: None

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

The vote:

Yes: Williams, Watson, Overton, Flores, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5751.

ORDINANCE NO. 5752– REZONING .12 ACRES OWNED BY ELIA GARCIA RODRIGUEZ, LOCATED AT 2286 S. MAESTRI ROAD, FROM A-1 TO SF-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .12 acres owned by Elia Garcia Rodriguez located at 2286 S. Maestri Road, from A-1 to SF-2 and declaring an emergency.

A public hearing was held at Planning Commission.

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

The vote:

Yes: Watson, Overton, Flores, Harriman, Fougrousse, Powell, Williams

No: None

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

The vote:

Yes: Overton, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Ordinance was numbered 5752.

ORDINANCE NO. 5753– REZONING PROPERTY OWNED BY CHANCAD LLC, LOCATED AT 1443 W. SUNSET, FROM SF-2 TO C-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning property owned by Chancad LLC located at 1443 W. Sunset, from SF-2 to C-2 and declaring an emergency.

A public hearing was held at Planning Commission.

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

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams Watson, Overton

No: None

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams, Watson, Overton, Flores

No: None

The Ordinance was numbered 5753.

ORDINANCE NO. 5754– REZONING .67 ACRES OWNED BY J H COMPUTER GROUP, LOCATED AT 735 OAK GROVE ROAD, FROM A-1 TO C-2 AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .67 acres owned by J H Computer Group located at 735 Oak Grove Road, from A-1 to C-2 and declaring an emergency.

A public hearing was held at Planning Commission.

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

The vote:

Yes: Fougrousse, Powell, Williams Watson, Overton, Flores, Harriman

No: None

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

The vote:

Yes: Powell, Williams, Watson, Overton, Flores, Harriman, Fougerousse

No: None

The Ordinance was numbered 5754.

RESOLUTION NO. 82-22 – APPROVING A CONDITIONAL USE APPEAL BY GRANT AND KATIE DAY FOR A TANDEM LOT SPLIT AT 2147 REED AVENUE, AS SET FORTH IN ORDINANCE NO. 4030

Planning Director Patsy Christie presented a Resolution approving a conditional use appeal by Grant and Katie Day for a tandem lot split in an A-1 zone located at 2147 Reed Avenue.

Planning Commission recommended approval.

RESOLUTION NO. ____

A RESOLUTION APPROVING A CONDITIONAL USE FOR GRANT AND KATIE DAY AT 2147 REED AVENUE, AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on August 2, 2022 on a request by Grant and Katie Day for a conditional use for a Tandem Lot Split in an Agricultural District (A-1) at 2147 Reed Avenue; and

WHEREAS, following the public hearing the Planning Commission by a vote of six (6) yes and zero (0) no recommends that a conditional use be granted to Grant and Katie Day for a conditional use for a Tandem Lot Split in an Agricultural District (A-1) at 2147 Reed Avenue with the following conditions – No conditions set.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Grant and Katie Day for a tandem lot split in an Agricultural District (A-1) at 2147 Reed Avenue with the following conditions – No conditions set.

PASSED AND APPROVED THIS ____ DAY OF AUGUST, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

Yes: Williams, Watson, Overton, Flores, Harriman, Fougrousse, Powell

No: None

The Resolution was numbered 82-22.

RESOLUTION NO. 83-22 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO WHITNEY RALEY IN CONNECTION WITH 8577 W. GIBBS ROAD, A SINGLE FAMILY DWELLING

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Whitney Raley in connection with 8577 Gibbs Road, a single family dwelling.

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO WHITNEY RALEY IN CONNECTION WITH 8577 W. GIBBS ROAD, A SINGLE-FAMILY DWELLING

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 8577 W. Gibbs Road including drainage improvements related thereto, sidewalks in connection with a request from Whitney Raley and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Whitney Raley including drainage improvements related thereto, sidewalks in connection with 8577 W. Gibbs Road, a single-family dwelling.

PASSED AND APPROVED THIS _____ DAY OF AUGUST, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Watson, Overton, Flores, Harriman, Fougrousse, Powell, Williams

No: None

The Resolution was numbered 83-22.

RESOLUTON NO. 84-22 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN STACY PERRY IS THE DEFENDANT (PROJECT NO. 18BPS1, TRACT 36)

Council Member Jeff Watson presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein Stacy Perry is the defendant (Project No. 18BPS1, Tract 36).

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN STACY PERRY IS DEFENDANT (PROJECT NO. 18BPS1, TRACT 36).

WHEREAS, the City of Springdale has filed a lawsuit against Stacy Perry to condemn property owned by Perry for the Gene George Boulevard Project (Bleaux Ave. to Elm Springs Rd.)(Project No. 18BPS1, Tract 36);

WHEREAS, the City of Springdale's revised estimate of just compensation is \$18,151.00 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 \$23,713.00 to acquire the lands needed for the project, said amount being based on the unique nature of the property and various costs associated with the taking;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$5,562.00 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 Perry condemnation lawsuit for the total sum of \$23,713.00, with the additional funds to be paid from the 2018 Street Bond Fund.

PASSED AND APPROVED this ____ day of August, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

The vote:

Yes: Overton, Flores, Harriman, Fougrousse, Powell, Williams, Watson

No: None

The Resolution was numbered 84-22.

RESOLUTION NO. 85-22 – AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION TO SUPPORT THE CONSTRUCTION OF LUTHER GEORGE PARK

Council Member Brian Powell presented a Resolution authorizing the Mayor to accept a grant to the City of Springdale in the amount of \$3,100,000 from the Walton Family Foundation to support the construction of Luther George Park.

Planning Director Patsy Christie said this grant will allow this project to break ground on October 7, 2022. This will be done in two phases. The first phase will be construction. There has been a lot of community support for this \$12 million project to be located in Downtown Springdale.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION TO SUPPORT THE CONSTRUCTION OF LUTHER GEORGE PARK

WHEREAS, the Walton Family Foundation, Inc, has approved a grant in the amount of \$3,100,000 to the City of Springdale to support the construction of Luther George Park and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE ARKANSAS, THAT: the Mayor is hereby authorized to accept grant funds from the Walton Family Foundation for the construction of Luther George Park.

PASSED AND APPROVED THIS ____ DAY OF AUGUST, 2022.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Council Member Flores made the motion to adopt the Resolution. Council Member Harriman made the second.

The vote:

Yes: Flores, Harriman, Fougrousse, Powell, Williams, Watson, Overton

No: None

The Resolution was numbered 85-22.

ORDINANCE NO. 5755 – RELEASING, VACATING, AND ABANDONING A DRAINAGE EASEMENT ON PROPERTY OWNED BY BRIDGERS CROSSING LLC LOCATED AT 3064 S. OLD MISSOURI ROAD, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a drainage easement on property owned by Bridgers Crossing LLC located at 3064 S. Old Missouri Road, Springdale, Washington County, Arkansas, and declaring an emergency.

A public hearing was held earlier tonight where no comments were made.

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

The vote:

Yes: Harriman, Fougrousse, Powell, Williams Watson, Overton, Flores

No: None

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

The vote:

Yes: Fougrousse, Powell, Williams, Watson, Overton, Flores, Harriman

No: None

The Ordinance was numbered 5755.

ORDINANCE NO. 5756 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. The two properties are located at 407 South Cleveland and 283 Erin Place.

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

The vote:

Yes: Powell, Williams Watson, Overton, Flores, Harriman, Fougrousse

No: None

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

The vote:

Yes: Williams, Watson, Overton, Flores, Harriman, Fougrousse, Powell

No: None

The Ordinance was numbered 5756.

CITY COUNCIL COMMITTEE MEETING

With the next council committee meeting falling on Labor Day, City Council decided to hold the next committee meeting on Monday, August 29, 2022.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Watson 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