

- **The next City Council Committee Meeting will be held on Monday, February 5th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, January 23rd, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mark Fougrousse

1. Call to Order – Mayor Doug Sprouse

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

3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, January 9th, 2024. Pgs. 85-94**

6. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **8A-8F, 11A, and 12** (Motion must be approved by two-thirds (2/3) of the council members).*

7. Appointments and Reappointments

A. A Resolution making appointments to the Springdale Planning Commission. Presented by Mayor Doug Sprouse. **Pgs. 1-4**

B. A Resolution approving the reappointment of Howard Austin to the Springdale Planning Commission. Presented by Mayor Doug Sprouse. Pg. 5

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

A. An Ordinance accepting the Final Plat (FP24-01) of I-49 Industrial Park, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 6-13

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 (R24-02) certain lands from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and declaring an emergency. Pgs. 14-17

C. 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 (R24-03) certain lands from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) and declaring an emergency. Pgs. 18-20

D. A Resolution approving a Conditional Use (C23-19) for Doris Mexican Food at 1229 E. Robinson Avenue as set forth in Ordinance No. 4030. Pgs. 21-24

E. A Resolution approving a Conditional Use (C24-01) for Talking Crow Coffee Roasters at 1117 N. West End Street as set forth in Ordinance No. 4030. Pgs. 25-28

F. A Resolution approving a Conditional Use (C24-02) for Spring Creek Village at 226 McCollough Drive as set forth in Ordinance No. 4030. Pgs. 29-32

9. Finance Committee by Chairwoman Amelia Williams – All Items forwarded from Committee with recommendation for approval.

A. A Resolution authorizing the execution of a Construction Manager Agreement for Preconstruction Services on Gene George Boulevard North (56th Street). Presented by Ryan Carr, Engineering. Pgs. 33-56

B. A Resolution authorizing the execution of an agreement between the City of Springdale, the City of Fayetteville, and the Arkansas & Missouri Railroad for the Administration of a Railroad

Crossing Elimination Grant. Presented by Ryan Carr, Engineering.
Pgs. 57-59

10. Police and Fire Committee by Chairman Brian Powell– **All Items forwarded from Committee with recommendation for approval.**

A. A Resolution to waive competitive bidding and to appropriate funds for equipment. Presented by Blake Holte, Fire Chief.
Pgs. 60-64

B. A Resolution waiving competitive bidding and authorizing the purchase of thermal imaging cameras for the Fire Department. Presented by Blake Holte, Fire Chief. Pgs. 65-67

11. Ordinance Committee by Chairman Mike Overton– **All Items forwarded from Committee with recommendation for approval.**

A. An Ordinance ordering the razing (demolition) and removal of a certain structure within the City of Springdale, Arkansas, located at 1405 Overo Circle; to declare an emergency, and for other purposes. Presented by Ernest Cate, City Attorney. Pgs. 68-78

12. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the razing and removal of a structure within the City of Springdale, Arkansas, located at Gibbs Road/Nichols Road, Springdale, Arkansas; and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 79-84

13. Comments from Council Members.

14. Comments from City Attorney.

15. Comments from Mayor

16. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING
APPOINTMENTS TO THE SPRINGDALE
PLANNING COMMISSION.**

WHEREAS, Shannon Mueller, Seat 6, has resigned from the Springdale Planning Commission, and

WHEREAS, the term of Payton Parker, Seat 7, is set to expire on January 31, 2024 and will no longer be serving on the Springdale Planning Commission, and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the Mayor with the approval of the City Council; and

WHEREAS, the Mayor has selected Jennifer Keith to be appointed to Seat 6 on the Springdale Planning Commission and Tresa Reynolds to be appointed to Seat 7 on the Springdale Planning Commission; in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that Jennifer Keith is hereby appointed to Seat 6 and Tresa Reynolds is hereby appointed to Seat 7 on the Springdale Planning Commission, both for one full term that will on January 31, 2028.

PASSED AND APPROVED this 23rd day of January, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

JENNIFER C. KEITH, PE

PO Box 7503., Springdale, AR 72766
jckeith@cs2ee.com | 479-790-0593

SUMMARY

Experienced in Electrical Power and Lighting Design, in addition to Technical & Marketing Support. Self-motivated team player with the ability to interact with all levels of personnel. Strong interpersonal, customer service, writing, and computer skills. Well organized and detail-oriented.

EDUCATION AND ACCOMPLISHMENTS

PROFESSIONAL ENGINEER	LICENSED IN AR SINCE DECEMBER, 2004. CURRENTLY LICENSED IN MULTIPLE STATES INCLUDING AR, AL, MO, OK, NV AND TX.
BSEE DEGREE	MILWAUKEE SCHOOL OF ENGINEERING, MILWAUKEE, WI

PROFESSIONAL EXPERIENCE

NOV 2014 TO PRESENT	CS^2 ENGINEERING, INC, SPRINGDALE, AR PRINCIPAL/ELECTRICAL ENGINEER Provide Electrical Engineering Consulting Services. Design Services include, but are not limited to Electrical Systems Design for commercial, educational, industrial, and retail projects; Lighting Design and Layout; and Energy Code compliance.
AUG 2017 – OCT 2018	BATES ARCHITECTS, BENTONVILLE AR ELECTRICAL ENGINEER (PART TIME/CONSULTING) Assist in creation of Revit Standards for MEP production. Provided Electrical Power and Lighting Design for commercial, educational, industrial, and retail projects. Electrical Engineer of record for numerous projects.
FEB 2013 – OCT 2014	CRAFTON TULL, ROGERS, AR SR. PROJECT MANAGER Managed multiple projects for internal and external Clients Provided Electrical Power and Lighting Design for commercial, educational, industrial, and retail projects. Electrical Engineer of record for numerous projects.
JUL 2004 – FEB 2013	BENCHMARK GROUP/JENNIFER C. KEITH, PE, ROGERS, AR PROJECT MANAGER/ELECTRICAL ENGINEER Managed multiple projects for internal and external Clients Provided Electrical Systems Design for commercial, office and retail projects. Electrical Design Team and Client Lead for commercial, office and retail projects. Supported corporate Marketing effort (technical and project management support).
APR 2003 – JUL 2004	GREEN ANDERSON ENGINEERS, INC., FAYETTEVILLE, AR ELECTRICAL DESIGNER Provided Power and Lighting Design for commercial, educational and other projects.

COMPUTER SKILLS

- Autodesk products including Revit and AutoCAD
- Microsoft Office, including Excel, Word, Outlook and PowerPoint
- Lighting design software (Elumtools and Acuity Brands Visual)

Tresa Reynolds

OBJECTIVE:

Seeking to leverage my expertise and collaborative approach to contribute to informed decision-making and create a vibrant, inclusive, and resilient urban environment for our community.

EXPERIENCE:

Retail Operations Manager

SAS Retail Services | 2019 – Present

- Communicate and collaborate in ongoing discussions with internal/external partners to facilitate the retail execution planning/process to ensure the most accurate retail plans are developed.
- Provide leadership, motivation, and development of direct reports.
- Manage business impact, KPI achievement and tracking to establish retail achievement and area of opportunity.
- Creating feedback mechanisms from leadership and involved partners to ensure continuous improvement and effectiveness procedures, communication content and delivery.

Retail Client Services Manager

SAS Retail Services | 2016 – 2019

- Helped facilitate the merger of the Mars and Wrigley retail teams.
- Assisted the client in developing their perfect store platform and metrics.
- Participated in market tours to audit in store execution and provide feedback for in store best practices.
- Researched, analyzed, and provided recommendations on factors influencing market/business results.
- Communicated objectives and KPI expectation to the field team.

Senior Business Analyst

Advantage Solutions | 2013 – 2016

- Analyzed and translated data from multiple sources into actionable insights with goal of driving sales and revenue.
- Researched and reported factors influencing the business/category, make recommendations based on findings.
- Developed and delivered best in class reporting to assist retail team in reaching in store executional success.
- Tracked sales on all corporately driven promotional features throughout the year and in seasonal time frames.

CONTACT



tresa.reynolds@gmail.com



(479) 200-2026



Springdale, AR

EDUCATION

NWACC

Certified Retail Analyst
Business Management

Arkansas State University

Child Development Associate

SKILLS

Creativity

Decision Making

Project Manager

Talent Development

Process Creation

Problem Solving

Adaptability

Category Analyst (2012 –2013)

Advantage Solutions | 2012 – 2013

- Work closely with director of retail operations and client services manager to develop and share best practices.
- Collaborate with the client daily to ensure follow through on sales plans and objectives they have in place.
- Communicated weekly in-store priorities to the retail team.
- Tracked and monitored staffing rates due to attrition, turnover, and other factors within the market.
- Provided ad hoc retail link reporting as needed to the client/retail team.

Tire Management/Coordinator

J.B. Hunt Transport Inc | 2007 – 2012

- Maintained tire inventory levels for all terminal locations, working closely with personnel in the field making sure variances were not excessive.
- Forecasted tire usage by analyzing trend reports daily to insure we had the right product in the correct regions when needed
- Negotiated pricing and service agreements with several national account vendors. Kept close contact with these vendors making sure they were following through with our policies and procedures when installing our product.
- Produced all weekly and monthly reports.
- Prepared presentations for monthly regional director meetings
- Coordinated high volumes of replenishment orders tracking them from start to finish.
- Managed a multi-million-dollar tire budget as well as the departmental budget.
- Analyzed spikes in tire usage and determined effective ways to keep costs as low as possible.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
REAPPOINTMENT OF HOWARD AUSTIN
TO THE SPRINGDALE PLANNING
COMMISSION.**

WHEREAS, Howard Austin’s term on the Springdale Planning Commission expires on January 31, 2024; and

WHEREAS, Section 90-26 of the Springdale Code of Ordinances provides for these appointments by the mayor with the approval of the City Council; and

WHEREAS, the Mayor has selected Howard Austin to be reappointed to Seat 8 on the Springdale Planning Commission; in accordance with Section 90-26 of the Springdale Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that the mayor hereby reappoints Howard Austin to Seat 8 on the Springdale Planning Commission for a (4) four-year term expiring on January 31, 2028.

PASSED AND APPROVED this 23rd day of January, 2024.

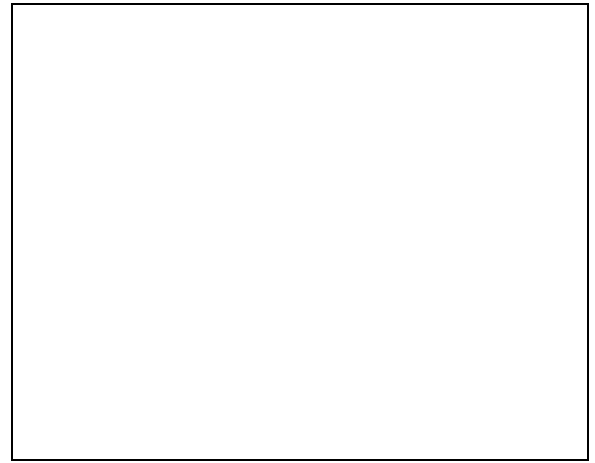
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP24-01) OF
I-49 INDUSTRIAL PARK 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, Benton County, Arkansas, being more particularly described as follows, to-wit:

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF TRACT 5 AND A PART OF TRACT 6 OF THE McRICH INFORMAL PLAT RECORDED AS DOCUMENT L202055043, SAID TRACT OF LAND BEING A PART OF THE W 1/2 OF THE NE 1/4 AND A PART OF THE E1/2 OF THE NW 1/4 ALL IN SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN RAILROAD SPIKE FOUND AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4 S01°40'28"W 653.89 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING; THENCE CONTINUING S01°40'28"W 753.36 FEET; THENCE S86° 28'02"E 1100.41 FEET; THENCE S01°48'25"W 26.10 FEET TO AN IRON PIN FOUND; THENCE S00°29'12"W 87.38 FEET TO A CONCRETE MONUMENT FOUND; THENCE S01° 34'05"W 87.60 FEET TO AN IRON PIN FOUND; THENCE S01 ° 33'36"W 87.86 FEET TO AN IRON PIN FOUND; THENCE S01°53'51"W 87.82 FEET TO AN IRON PIN FOUND; THENCE S00°22'02"E 88.27 FEET TO AN IRON PIN FOUND; THENCE S01°38'38"W 175.75 FEET TO AN IRON PIN FOUND; THENCE S00°51'05"W 149.11 FEET; THENCE N86°28'02"W 1107.54 FEET TO AN IRON PIN FOUND ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 14; THENCE ALONG SAID EAST LINE S01°40'28"W 484.00 FEET TO A NAIL FOUND ON TOP OF A WOODEN POST AT THE SE CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE N86°28'02"W 1327.44 FEET TO AN IRON PIN FOUND AT THE SW CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE ALONG THE WEST LINE OF THE E1/2 OF THE NW 1/4 OF SAID SECTION 14 N01°35'22"E

2662.12 FEET TO AN IRON PIN FOUND AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4 S87°16'37"E 671.82 FEET; THENCE S02° 18'31 "W PASSING AT A DISTANCE OF 30.67 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 658.62 FEET; THENCE S87°41'29"E 666.32 FEET TO THE POINT OF BEGINNING, CONTAINING 91.50 ACRES, MORE OR LESS.

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 I-49 Industrial Park to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the plat I-49 Industrial Park, 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, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

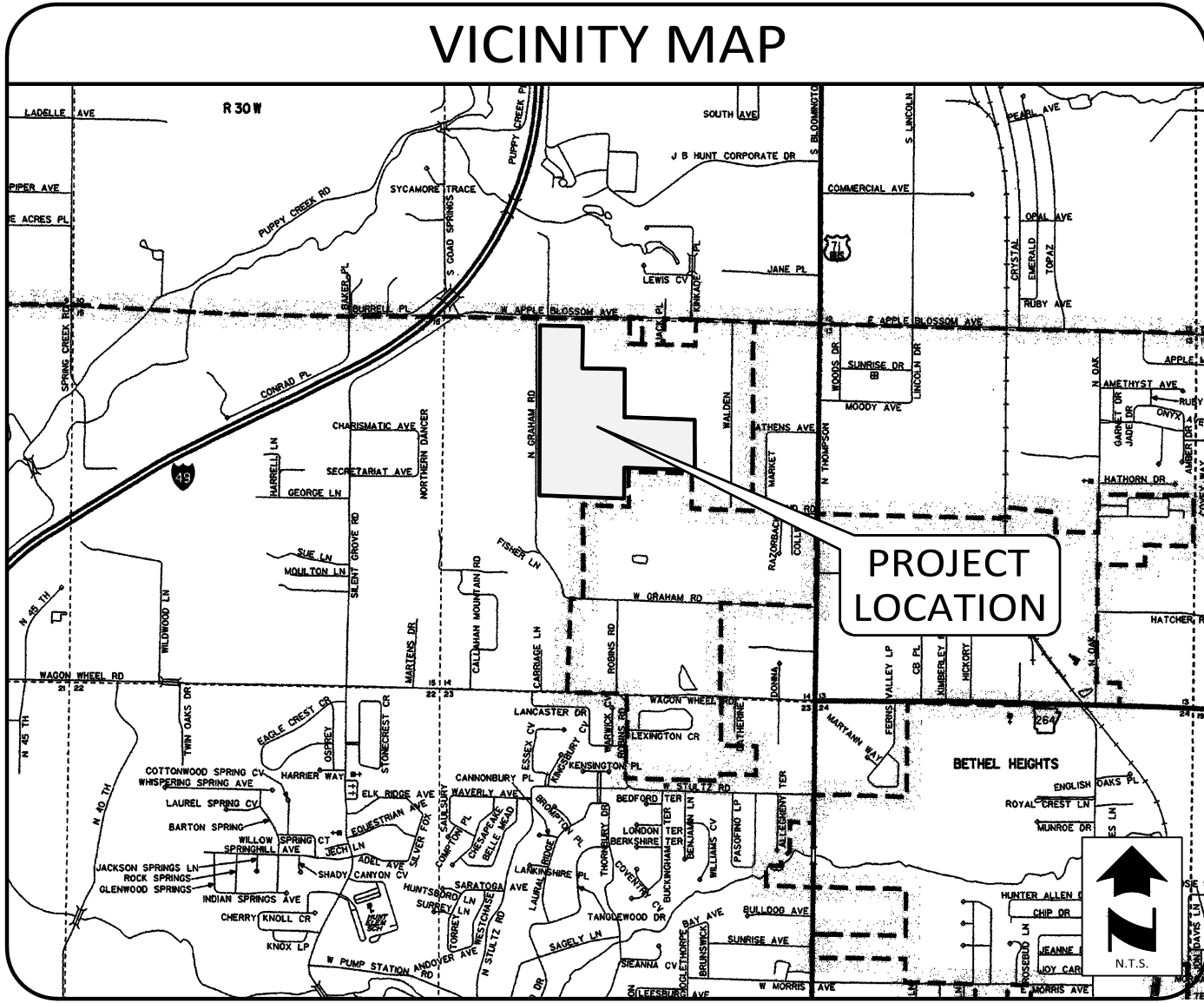
ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Drawing Name: C:\Users\lambert56\AppData\LocalTemp\AcPlot\Plot_8068A\CRO-127 Final PLAT.dwg Last Modified: Dec 20, 2023 - 4:32pm Plotted on: Jan 04, 2024 - 11:55am by dh456



Parcel #: 21-00118-002 & Parcel #: 21-00122-000
LEGAL DESCRIPTION – WARRANTY DEED L202072327:

A TRACT OF LAND BEING ALL OF TRACT 5 AND A PART OF TRACT 6 OF THE McRICH INFORMAL PLAT RECORDED AS DOCUMENT L202055043, SAID TRACT OF LAND BEING A PART OF THE W 1/2 OF THE NE 1/4 AND A PART OF THE E1/2 OF THE NW 1/4 ALL IN SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN RAILROAD SPIKE FOUND AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 14; THENCE ALONG THE EAST LINE OF SAID NE 1/4 OF THE NW 1/4 S01° 40'28"W 653.89 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING; THENCE CONTINUING S01° 40'28"W 753.36 FEET; THENCE S86° 28'02"E 1100.41 FEET; THENCE S01048°25'W 26.10 FEET TO AN IRON PIN FOUND; THENCE S00° 29'12"W 87.38 FEET TO A CONCRETE MONUMENT FOUND; THENCE S01° 34'05"W 87.60 FEET TO AN IRON PIN FOUND; THENCE S01° 33'36"W 87.86 FEET TO AN IRON PIN FOUND; THENCE S01° 53'51"W 87.82 FEET TO AN IRON PIN FOUND; THENCE S00° 22'02"E 88.27 FEET TO AN IRON PIN FOUND; THENCE S01° 38'38"W 175.75 FEET TO AN IRON PIN FOUND; THENCE S00° 51'05"W 149.11 FEET; THENCE N86° 28'02"W 1107.54 FEET TO AN IRON PIN FOUND ON THE EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 14; THENCE ALONG SAID EAST LINE S01° 40'28"W 484.00 FEET TO A NAIL FOUND ON TOP OF A WOODEN POST AT THE SE CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE N86° 28'02"W 1327.44 FEET TO AN IRON PIN FOUND AT THE SW CORNER OF SAID SE 1/4 OF THE NW 1/4; THENCE ALONG THE WEST LINE OF THE E1/2 OF THE NW 1/4 OF SAID SECTION 14 N01° 35'2211E 2662.12 FEET TO AN IRON PIN FOUND AT THE NW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 14; THENCE ALONG THE NORTH LINE OF SAID NE 1/4 OF THE NW 1/4 S87° 16'37"E 671.82 FEET; THENCE S02° 18'31" W PASSING AT A DISTANCE OF 30.67 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 658.62 FEET; THENCE S87° 41'29"E 666.32 FEET TO THE POINT OF BEGINNING, CONTAINING 91.50 ACRES, MORE OR LESS.

B22-97 Variance on Landscaping Requirement of Opaque Screening.
W22-18 Waiver for Street and Sidewalk Improvements on Apple Blossom Avenue and Graham Road.

LOT 1

A tract of land being a part of tract 7 of the Mcrich Informal Plat recorded as Document L202055043, said tract of land being a part of the East One-Half (E 1/2) of the Northwest Quarter all in section 14, Township 18 North, Range 30 West, Benton County, Arkansas. more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 14 being accepted as a railroad spike, as shown on Plat Record L202055043: thence South 01°40'28" West a distance of 1,407.24 feet to a one-half inch rebar with PS 1834 cap; thence South 86°28'02" East a distance of 1,022.18 feet to a point on the westerly right of way of Dixieland Road as described on Donation Agreement Document L202183455 with said point also being on the north boundary of said Tract 6, Mcrich Informal Plat; thence departing said north boundary of Tract 6, South 01°49'53" West along the west right of way of Dixieland Road a distance of 67.85 feet to a one-half inch rebar with PS 1834 cap and the Point of Beginning; thence continuing along said right of way, South 01°49'53" West a distance of 655.55 feet to a one-half inch rebar with PS 1834 cap; thence departing said right of way, North 84°35'21" West a distance of 290.93 feet to a one-half inch rebar with PS 1834 cap; thence North 01°41'10" East a distance of 637.39 feet to a one-half inch rebar with PS 1834 cap; thence South 88°10'07" East a distance of 291.98 feet to the Point of Beginning, containing 4.32 acres, more or less.

LOT 2

A tract of land being a part of tract 7 of the Mcrich Informal Plat recorded as Document L202055043, said tract of land being a part of the East One-Half (E 1/2) of the Northwest Quarter all in section 14, Township 18 North, Range 30 West, Benton County, Arkansas. more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 14 being accepted as a railroad spike, as shown on Plat Record L202055043: thence South 01°40'28" West a distance of 1,407.24 feet to a one-half inch rebar with PS 1834 cap and the Point of Beginning; thence South 86°28'02" East a distance of 1,022.18 feet to a one-half inch rebar with PS 1834 cap on the west right of way of Dixieland Road as described in Donation Document L202183455; thence along said right of way, South 01°49'53" West a distance of 67.85 feet to a one-half inch rebar with PS 1834 cap; thence departing said right of way, North 88°10'07" West a distance of 291.98 feet to a one-half inch rebar with PS 1834 cap; thence South 01°41'10" West a distance of 637.39 feet to a one-half inch rebar with PS 1834 cap; thence South 84°35'21" East a distance of 290.93 feet to a one-half inch rebar with PS 1834 cap being on the west right of way of Dixieland Road; thence along said right of way, South 01°49'53" West a distance of 66.10 feet to a one-half inch rebar with PS 1834 cap on the south boundary of tract 7; thence along said south boundary of tract 7, North 86°28'02" West a distance of 1,020.01 feet to a one-half inch rebar with PS 1380 cap; thence South 01°40'28" West a distance of 123.05 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence North 88°19'42" West a distance of 149.16 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence North 01°32'52" East a distance of 898.61 feet to a one-half inch rebar with PS 1834 cap; thence South 88°12'27" East a distance of 151.13 feet to a one-half inch rebar with PS 1834 cap; thence North 01°40'28" East a distance of 14.33 feet to the Point of Beginning, containing 17.27 acres, more or less.

LOT 3

A tract of land being a part of tract 7 of the Mcrich Informal Plat recorded as Document L202069349, said tract of land being a part of the East One-Half (E 1/2) of the Northwest Quarter all in section 14, Township 18 North, Range 30 West, Benton County, Arkansas. more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 14 being accepted as a railroad spike; thence South 01°40'28" West a distance of 653.89 feet to a five-eighths inch rebar with PS 1118 cap and the Point of Beginning; thence South 01°40'28" West a distance of 753.35 feet to a one-half inch rebar with PS 1834 cap; thence South 01°40'28" West a distance of 14.33 feet to a one-half inch rebar with PS 1834 cap; thence North 88°12'27" West a distance of 151.13 feet to a one-half inch rebar; thence South 01°32'52" West a distance of 293.48 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence North 88°03'48" West a distance of 411.26 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 01°54'20" West a distance of 949.60 feet to a one-half inch (1/2") rebar with PS 1834 cap on the south line of the Northwest Quarter, Section 14; thence North 86°28'02" West along said south line, a distance of 731.56 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence North 01°35'22" East a distance of 1,781.09 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 88°25'46" East a distance of 630.79 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence North 02°18'24" East a distance of 210.0 feet to a five-eighths inch rebar; thence South 87°41'29" East a distance of 666.31 feet to the Point of Beginning, containing 43.48 acres, more or less.

LOT 4

A tract of land being a part of Tract 7, Mcrich Informal Plat recorded as Document L202069349, said tract of land being a part of the East One-Half (E1/2) of the Northwest Quarter all in Section 14, Township 18 North, Range 30 West, Benton County, Arkansas, more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 14 being accepted as a railroad spike; thence North 87°16'36" West a distance of 659.09 feet; thence South 02°18'31" West a distance of 50.00 feet to a one-half inch rebar with PS 1834 cap at the Point of Beginning ; thence South 02°18'31" West a distance of 608.62 feet to a five-eighths inch rebar; thence South 02°18'24" West a distance of 210.00 feet to a one-half inch rebar with PS 1834 cap; thence North 88°25'46" West a distance of 630.79 feet to a one-half inch rebar with PS 1834 cap on the east right of way of Graham Road; thence North 01°35'22" East a distance of 831.45 feet to a one-half inch rebar with PS 1834 cap; thence South 87°16'37" East a distance of 641.19 feet to the Point of Beginning, containing 12.04 acres, more or less.

LOT 5

A tract of land being a part of tract 7 of the Mcrich Informal Plat recorded as Document L202055043, said tract of land being a part of the East One-Half (E 1/2) of the Northwest Quarter all in section 14, Township 18 North, Range 30 West, Benton County, Arkansas. more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of the Northwest Quarter, Section 14, being accepted as a railroad spike; thence South 01°40'28" West a distance of 1,407.24 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 01°40'28" West a distance of 14.33 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence North 88°12'27" West a distance of 151.13 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 01°32'54" West a distance of 293.48 feet to a one-half inch (1/2") rebar with PS 1834 cap at the Point of Beginning; thence South 01°32'54" West a distance of 605.12 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 88°19'32" East a distance of 149.16 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 01°40'28" West a distance of 360.95 feet to a 40d nail in a fence corner post for the Southeast Corner of the Northwest Quarter; thence North 86°28'02" West along the south line of the Northwest Quarter a distance of 565.87 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence departing said south line, North 01°54'20" East a distance of 949.60 feet to a one-half inch (1/2") rebar with PS 1834 cap; thence South 88°03'48" East a distance of 411.26 feet to the Point of Beginning, containing 10.31 acres, more or less.

GENERAL NOTES:

- Basis of Bearing – Grid North, Arkansas State Plane Coordinate System, North Zone (0301), RT Kinematic observation from OPUS post processed base having the following values: North 36°14'26.5819" Latitude, West 94°08'55.6341" Longitude, ellipsoid height of 1212.5, and a scale factor of 1.00005653 (grid to ground).
- Vertical Datum – NAVD 88, based on OPUS post processed solution to Geoid 18. Said solution having an elevation of 3.97.67 m / 1304.68 usft.
- Underground Utilities – Underground utilities depicted hereon are shown based on the painted markings of Arkansas One-Call system, ticket number 210511-1575. Actual locations of utilities may vary from those shown. Utilities should be confirmed prior to excavations through Arkansas One-Call System.
- Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete, and current title search and or title commitment would disclose. Other documents of record, rights, or facts may exist and affect this property.
- Last Date of Field Work – May 21, 2021.
- Survey Retracement based on McRich Informal Plat II as shown and Platted by Paya, Inc. on Document No. L202069349. An area along the east portion thereof is a part of Dixieland Road extension by the City of Springdale. At the time of survey, document has not been filed of record and a record copy has not been provided, it's location is shown graphically only for information purposes.

CERTIFICATE OF OWNERSHIP:

As Owners, we hereby certify that we have caused the land described to be surveyed, divided, platted, dedicated, and/or access rights reserved, as represented on this Plat.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

State of _____)
County of _____) SS

Sworn And Subscribed Before Me This _____ Day Of _____, 2023

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE:

The undersigned hereby certify that this plat meets current regulations of the City of Springdale and Regulations of the Arkansas State Board of Health as each pertains to this plat.

	Date	Signature
Acceptance of Dedications	_____	_____
	_____	City Clerk

	_____	Mayor
Approval for Recording	_____	_____
	_____	Secretary, Planning Commission
Commission	_____	_____
	_____	Chairman, Planning Commission
Community Development	_____	_____
	_____	Director, Community Development Division
Water and Sewer	_____	_____
	_____	Engineer, Springdale Water Utilities
Streets and Drainage	_____	_____
	_____	City Engineer

CERTIFICATE OF SURVEYING ACCURACY:

I, Clayton D. Crotts hereby certify that this plat correctly represents a boundary survey made by me or under my direct supervision and boundary markers shown hereon actually exist and their location, type and material are correctly shown to the best of my knowledge and belief.



Signed: _____
Arkansas Professional Land Surveyor
No. 1834

Filing Block

SURVEYOR
Halff Associates, Inc.
2407 SE Cottonwood St.
Bentonville, AR 72712
Contact: Clayton D. Crotts
Telephone: (479) 273-2209

ENGINEER
Halff Associates, Inc.
2407 SE Cottonwood St.
Bentonville, AR 72712
Contact: Patrick Foy
Telephone: (479) 273-2209

OWNER / DEVELOPER
I49 Industrial, LLC
833 S. East Avenue
Columbus, KS 66725



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST., STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

I-49 Industrial Park

Springdale, Arkansas

Prepared For:
I-49 Industrial, LLC

FINAL PLAT

PLAT #FP24-01

Revisions	
1	12.20.2023 - City Comments

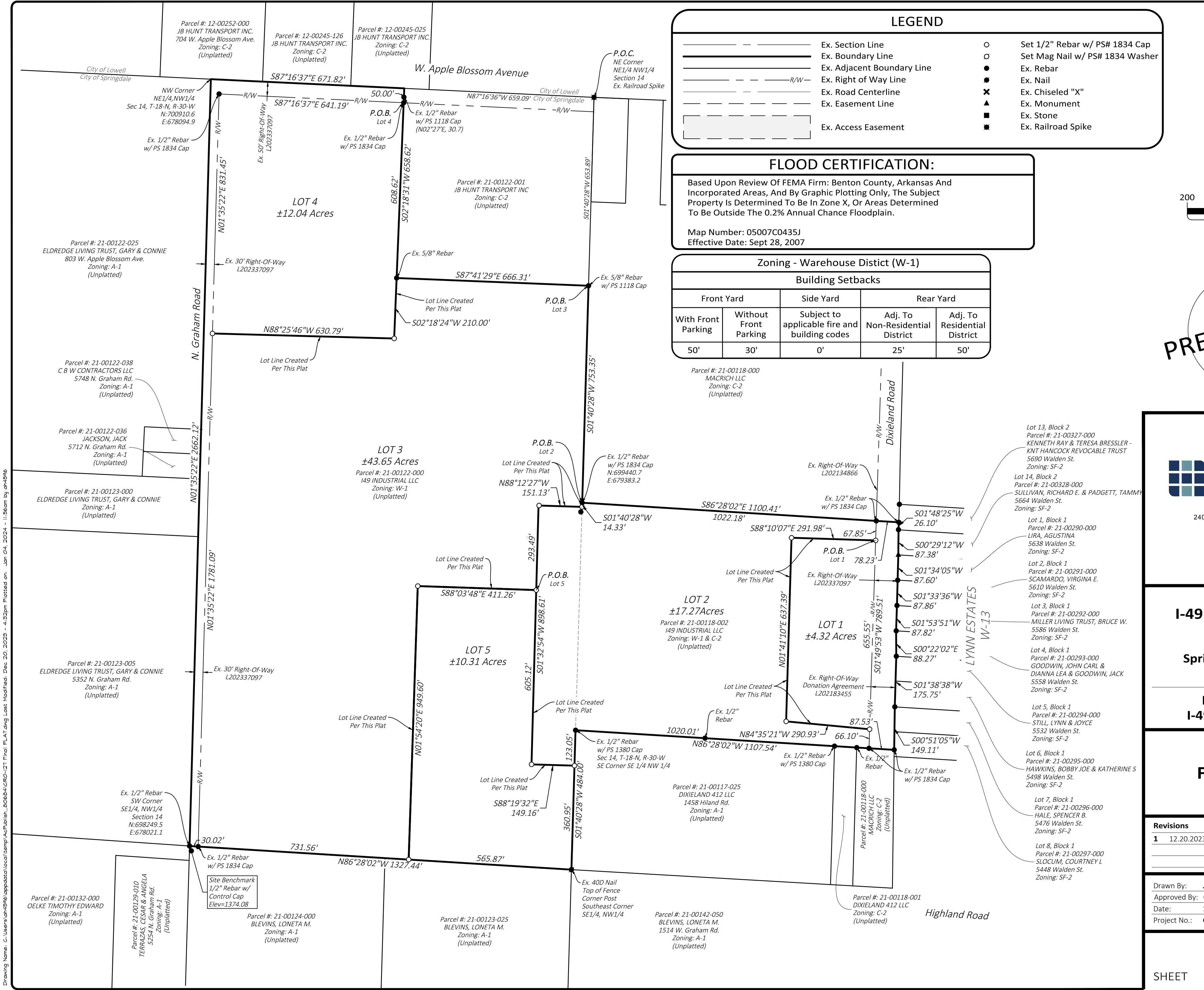
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Approved By: CDC	Horiz. Scale: 1"=200'
Date: 10.4.2023	Plot Scale: 1
Project No.: CRO-127	DWG Name: PLAT

SHEET

1

of 5

Drawing Name: C:\Users\cm456\appdata\local\temp\Asp\Plotisk_80684\CR0-127 Final PLAT.dwg Last Modified: Dec 20, 2023 - 4:52pm Plotted on: Jan 04, 2024 - 11:56am by dh456



LEGEND

Ex. Section Line

Ex. Boundary Line

Ex. Adjacent Boundary Line

Ex. Right of Way Line

Ex. Road Centerline

Ex. Easement Line

Ex. Access Easement

Set 1/2" Rebar w/ PS# 1834 Cap

Set Mag Nail w/ PS# 1834 Washer

Ex. Rebar

Ex. Nail

Ex. Chiseled "X"

Ex. Monument

Ex. Stone

Ex. Railroad Spike

FLOOD CERTIFICATION:

Based Upon Review Of FEMA Firm: Benton County, Arkansas And Incorporated Areas, And By Graphic Plotting Only, The Subject Property Is Determined To Be In Zone X, Or Areas Determined To Be Outside The 0.2% Annual Chance Floodplain.

Map Number: 05007C0435J

Effective Date: Sept 28, 2007

Zoning - Warehouse Distict (W-1)				
Building Setbacks				
Front Yard		Side Yard	Rear Yard	
With Front Parking	Without Front Parking	Subject to applicable fire and building codes	Adj. To Non-Residential District	Adj. To Residential District
50'	30'	0'	25'	50'

Filing Block

Grid North

200

0

200

Scale in Feet

1 Inch = 200 Feet

PRELIMINARY

HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST, STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

I-49 Industrial Park

Springdale, Arkansas

Prepared For:
I-49 Industrial, LLC

FINAL PLAT

PLAT #FP24-01

Revisions	
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Drawn By:	JDS	Vert. Scale:	N/A
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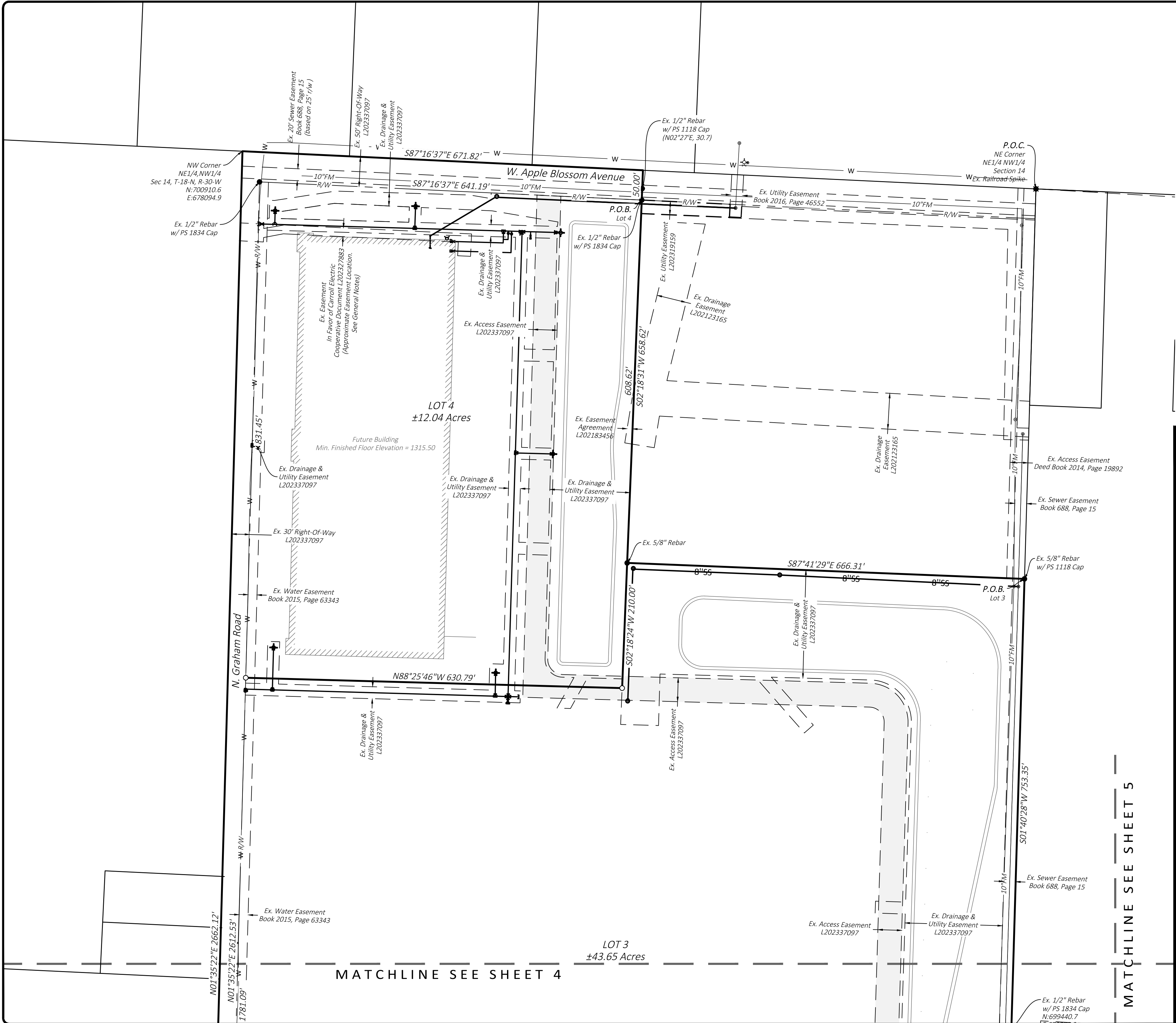
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of 5

Page 9

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PRELIMINARY



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST., STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

I-49 Industrial Park

Springdale, Arkansas

Prepared For:
I-49 Industrial, LLC

FINAL PLAT

PLAT #FP24-01

Revisions	
1	12.20.2023 - City Comments

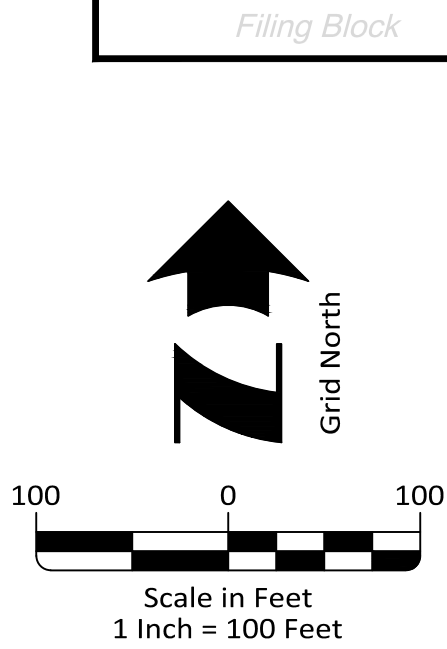
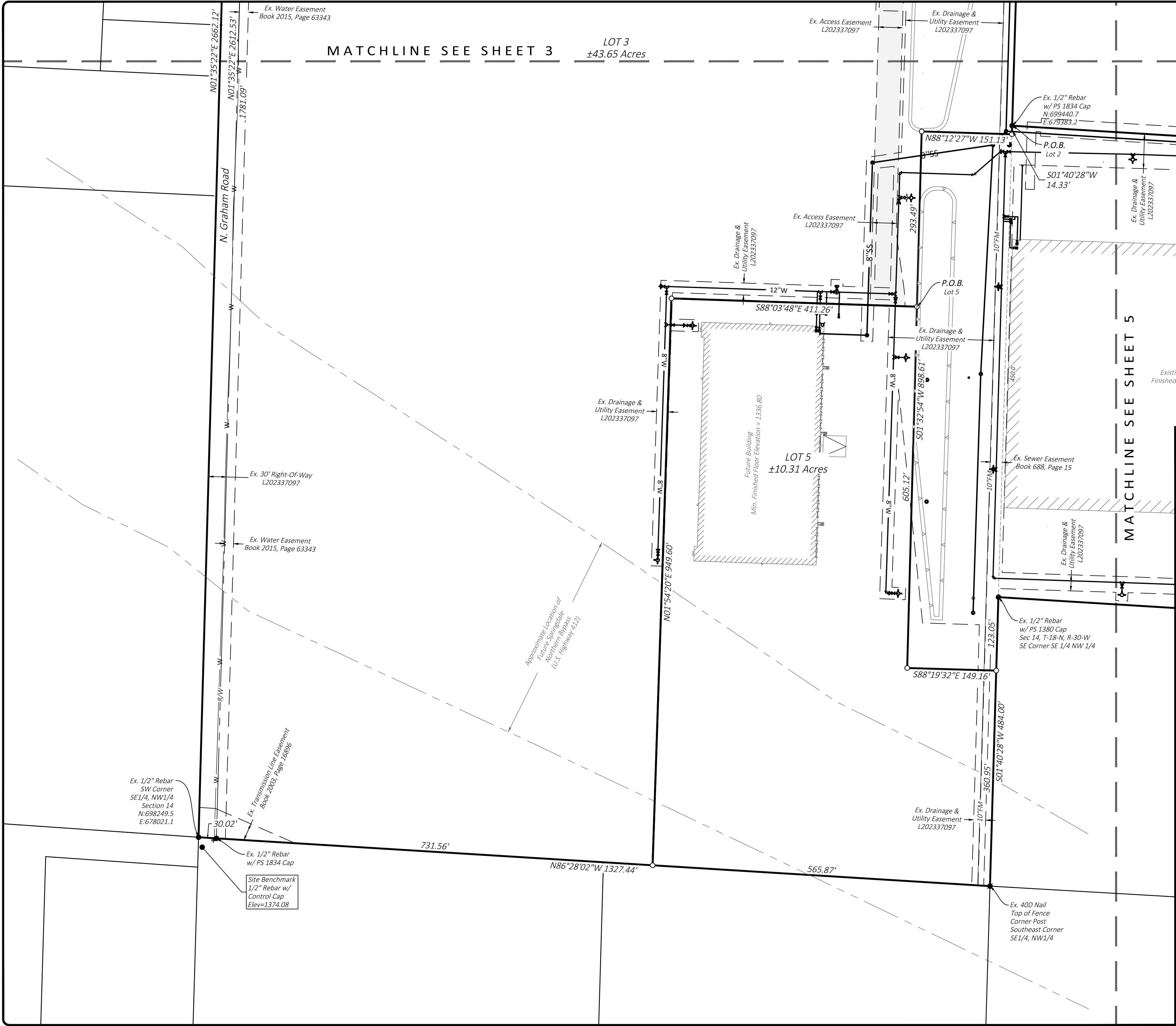
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Date: 10.4.2023	Plot Scale: 1
Project No.: CRO-127	DWG Name: PLAT

SHEET

3

of 5

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PRELIMINARY



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST., STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

I-49 Industrial Park

Springdale, Arkansas

Prepared For:
I-49 Industrial, LLC

FINAL PLAT

PLAT #FP24-01

Revisions	
1	12.20.2023 - City Comments

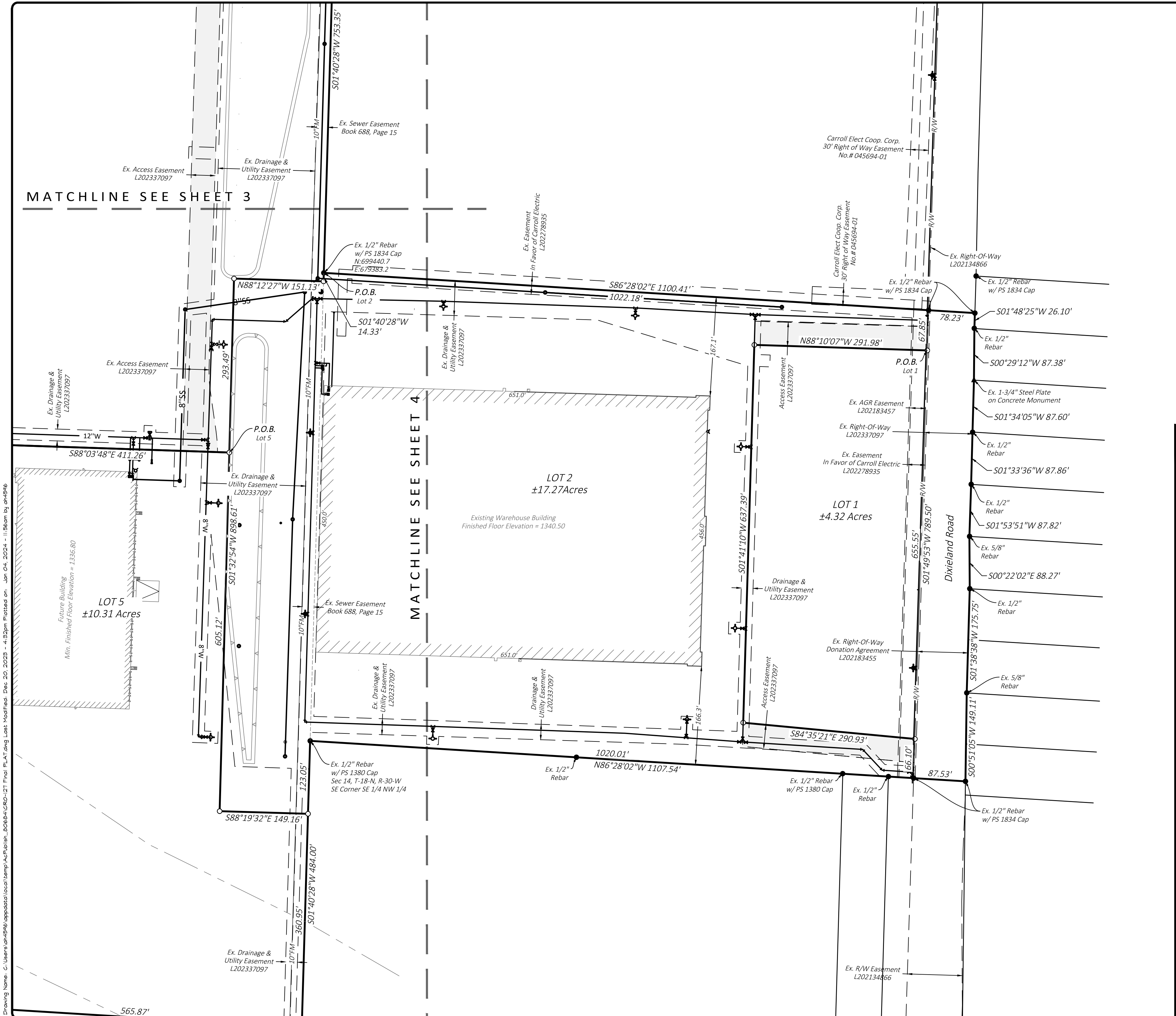
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Approved By: CDC	Horiz. Scale: 1"=100'
Date: 10.4.2023	Plot Scale: 1
Project No.: CRO-127	DWG Name: PLAT

SHEET

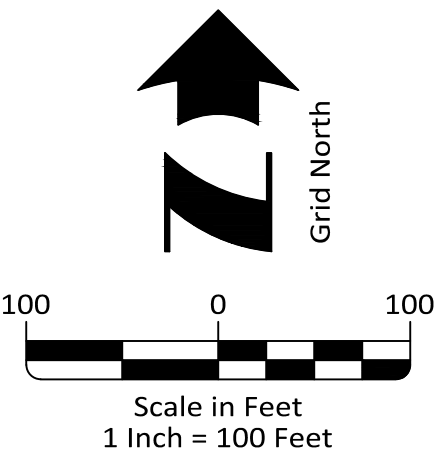
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of 5

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Filing Block



PRELIMINARY



HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST, STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

I-49 Industrial Park

Springdale, Arkansas

Prepared For:
I-49 Industrial, LLC

FINAL PLAT

PLAT #FP24-01

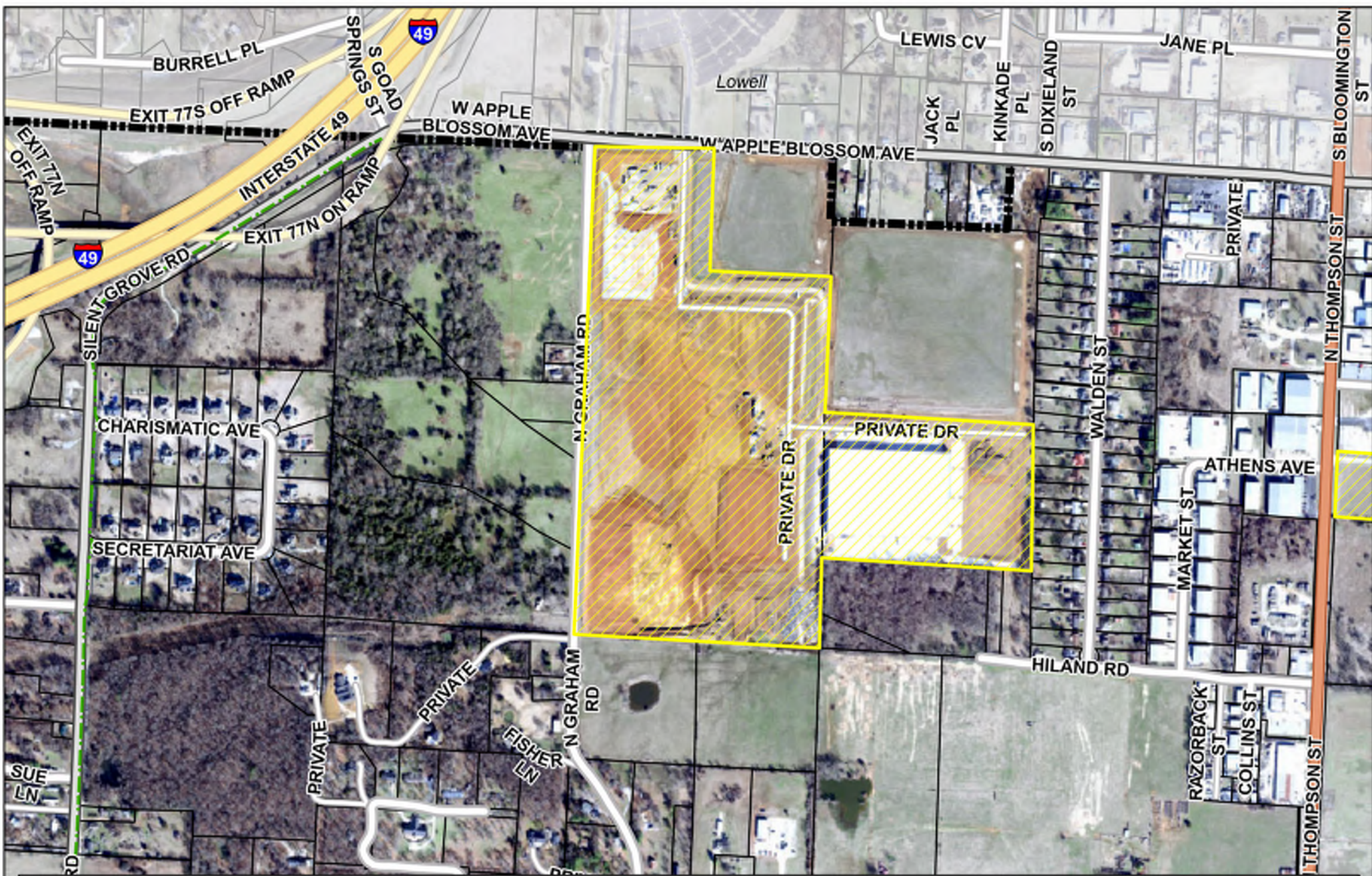
Revisions	
1	12.20.2023 - City Comments

Drawn By:	JDS	Vert. Scale:	N/A
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Date:	10.4.2023	Plot Scale:	1
Project No.:	CRO-127	DWG Name:	PLAT

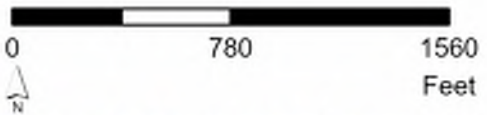
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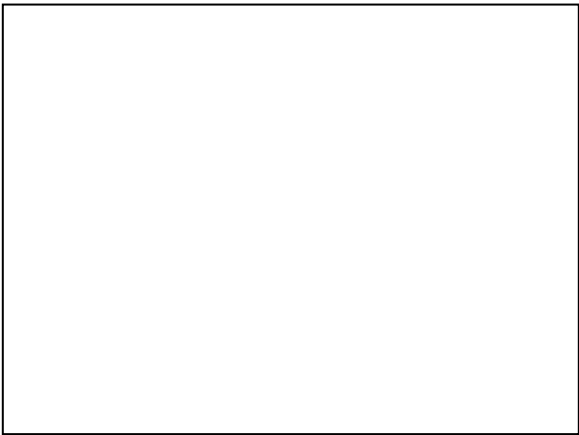


City Council Meeting
January 9, 2024



PROJECT: FP24-01
APPLICANT: I-49 Industrial, LLC
LOCATION: S of Apple Blossom Rd,
E of Graham Rd
REQUEST: Final Plat





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 (R24-02) 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, Benton County, gave notice required by law and set a hearing date of, January 2, 2024 for hearing the matter of a petition of Berean Properties, LLC 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: NW corner of W. County Line Road & S. Downum Road

Legal Description: Parcel #21-00167-535

THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 10, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, SUBJECT TO ANY PART IN ROADS.

SUBJECT TO COVENANTS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PARCEL #21-00167-562 & 21-00167-567

PART OF THE SOUTHEAST QUARTER, SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE SOUTH LINE OF SAID FORTY, NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, 449.89 FEET TO AN EXISTING NAIL; THENCE LEAVING SAID SOUTH LINE, NORTH 02 DEGREES 24 MINUTES 50 SECONDS EAST, 403.28 FEET TO A ½ INCH EXISTING REBAR AND THE POINT OF BEGINNING; THENCE NORTH 86 DEGREES 36 MINUTES 47 SECONDS WEST, 540.15 FEET TO AN **EXISTING P/K**

NAIL; THENCE NORTH 02 DEGREES 24 MINUTES 50 SECONDS EAST, 483.93 FEET TO A SET P/K NAIL; THENCE SOUTH 86 DEGREES 36 MINUTES 47 SECONDS EAST, 540.15 FEET TO A ½ INCH SET REBAR WITH CAP; THENCE SOUTH 02 DEGREES 24 MINUTES 50 SECONDS WEST, 483.93 FEET TO THE POINT OF BEGINNING, CONTAINING 6.00 ACRES THE AND SUBJECT TO ROAD RIGHTS OF WAY AND ANY EASEMENT OF RECORD. SUBJECT TO EASEMENTS RIGHTS OF WAY AND PROTECTIVE COVENANTS OR RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

PART OF THE SE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING P/K NAIL MARKING THE SE CORNER OF THE SE ¼ OF THE SW ¼, THENCE ALONG THE SOUTH LINE OF SAID 40 ACRE, N89°11'31" W 449.89 FEET TO A SET P/K NAIL AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH LINE, N89° 11' 31" W 540.15 FEET TO A SET P/K NAIL; THENCE LEAVING SAID SOUTH LINE AND ALONG THE CENTER LINE OF SOUTH DOWNUM ROAD, N00° 09'54" W 403.28 FEET TO A SET REBAR WITH CAP; THENCE LEAVING SAID CENTER LINE, S 89° 11' 31" E 540.15 FEET; THENCE S 00° 09' 54" E 403.28 FEET TO THE POINT OF BEGINNING CONTAINING 5.00 ACRES AND SUBJECT TO COUNTY ROAD ON SOUTH AND SOUTH DOWNUM ROAD ON THE WEST. SUBJECT TO EASEMENTS, RIGHTS OF WAY AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

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 (R24-02) 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 _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/23/23



PUBLIC HEARING SIGN LOCATION

Shaw
Family
Park

Elm Springs

W COUNTY LINE RD

GARDEN
TRAIL AVE
SUMMER
HILL CV
COTTAGE
VIEWPKY
SOMERSET
PLACE
AUTUMN
AVE
SOUTH
PARK ST
AUTUMN
AVE

S DOWNUM RD



N PINKLEY RD

W COUNTY LINE RD

COUNTY LINE
RD

ASHLEY LN

Elm Springs

ETT BLVD

IRA LN

AVE

MELINDA
AVE

ERRY ST

POPPY AVE

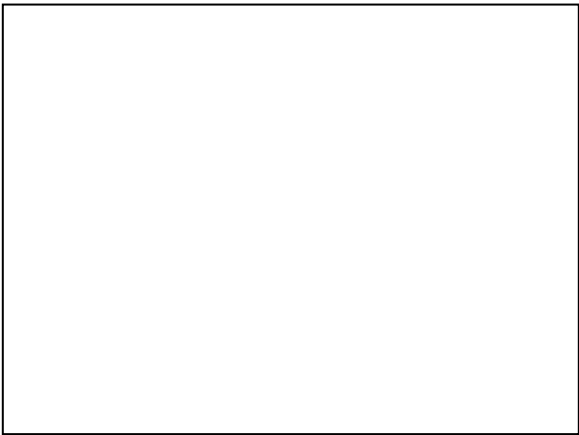
City Council Meeting
January 23, 2024



PROJECT: R24-02
APPLICANT: Berean Properties, LLC
LOCATION: NE Corner of County Line and Downum Rd
REQUEST: Rezoning from A-1 to SF-2



SPRINGDALE
WE'RE MAKING IT HAPPEN



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 (R24-03) 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, Benton County, gave notice required by law and set a hearing date of, January 2, 2024 for hearing the matter of a petition of Steve and Linda Geels Revocable Trust 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: NW Corner of W. County Line Road & N. Pinkley Road

Legal Description: PART OF THE SW ¼ OF THE SE ¼ AND PART OF THE SE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING P/K NAIL MARKING THE SE ¼ OF THE SE ¼ OF THE SW ¼, THENCE ALONG THE SOUTH LINE OF SAID FORTY, NORTH 86° 34' 53" WEST 449.89 FEET TO AN EXISTING P/K NAIL, THENCE LEAVING SAID SOUTH LINE, NORTH 02° 24' 50" EAST 33.82 FEET TO AN EXISTING REBAR ON THE SOUTH RIGHT OF WAY LINE OF WEST COUNTY LINE ROAD AND THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING, NORTH 02° 24' 50" EAST 956.20 FEET TO A SET REBAR WITH CAP, THENCE SOUTH 86° 35' 02" EAST 438.59 FEET TO A SET REBAR WITH CAP, THENCE SOUTH 02° 35' 26" WEST 250.28 FEET TO A SET REBAR WITH CAP, THENCE SOUTH 85° 50' 43" EAST 29.81 FEET TO AN EXISTING NAIL, THENCE SOUTH 04° 11' 18" WEST 374.60 FEET TO AN EXISTING REBAR, THENCE SOUTH 00° 43' 05" WEST 330.66 FEET TO AN EXISTING REBAR ON THE NORTH RIGHT OF WAY LINE OF WEST COUNTY LINE ROAD, THENCE ALONG SAID RIGHT OF WAY LINE THE

FOLLOWING BEARINGS AND DISTANCES: NORTH 88° 51' 03" WEST
45.89 FEET TO AN EXISTING REBAR, NORTH 86° 24' 42" WEST 419.96
FEET TO THE POINT OF BEGINNING, CONTAINING 10.00 ACRES AND
SUBJECT TO ANY EASEMENTS OF RECORDS SURVEYS: 1/21/2021
L2021-04617

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 (R24-03) 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 _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

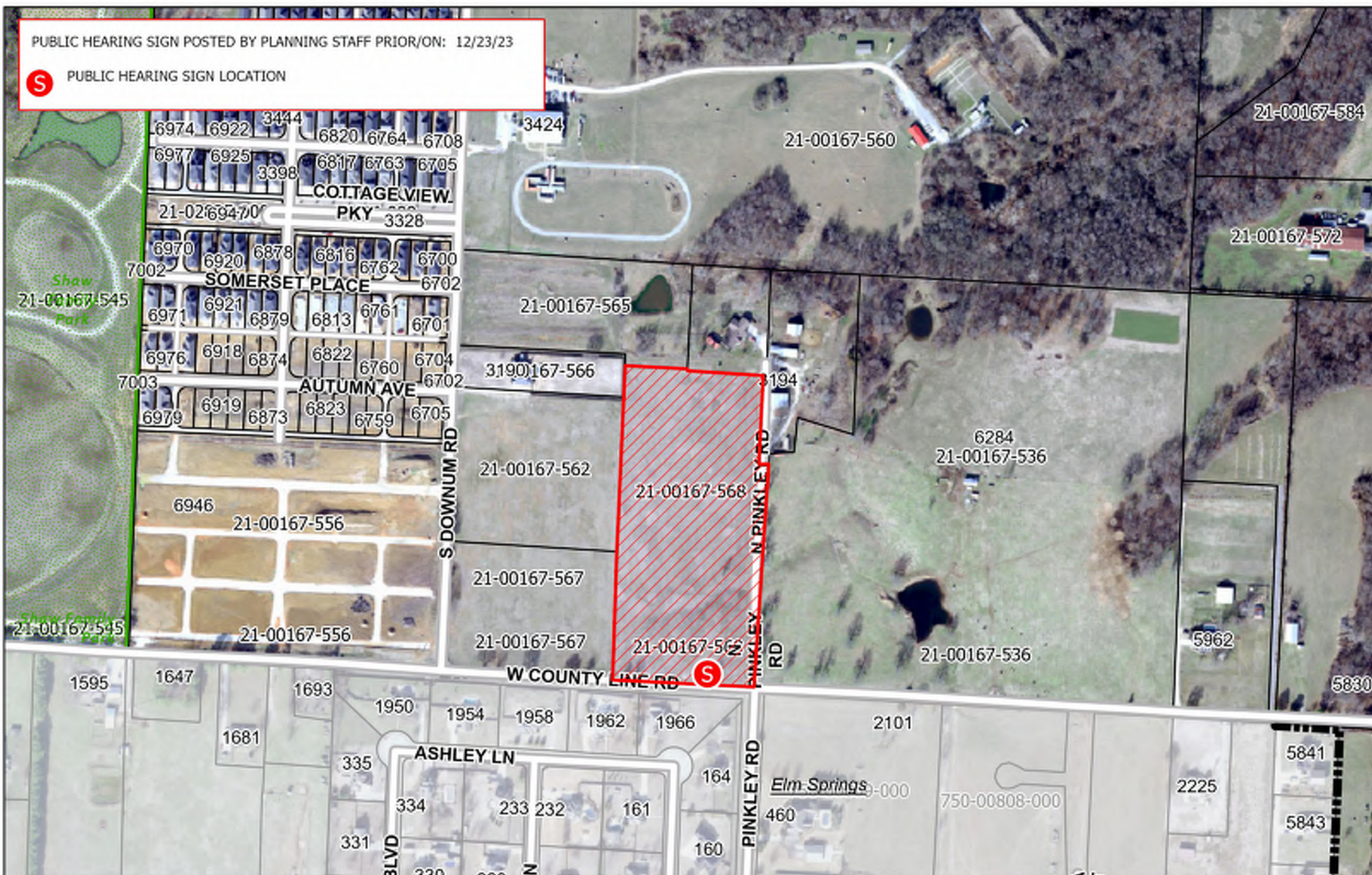
APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/23/23



PUBLIC HEARING SIGN LOCATION



City Council Meeting
January 23, 2024



PROJECT: R24-03
APPLICANT: Steve & Linda Geels
LOCATION: NW Corner of County Line and Pinkley Rd
REQUEST: Rezoning from A-1 to SF-2



RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE
(C23-19) FOR DORALBA BANDERA AT 1229 E.
ROBINSON 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 (C23-19) 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 January 2, 2024, on a request by Doralba Bandera for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) ayes and zero (0) nays recommends that a Conditional Use (C23-19) be granted to Doralba Bandera with the following conditions:

- Cannot operate between the hours of 10:00 p.m. to 7:00 a.m.
- No obstruction of parking spaces required for the operation of any other use on the site
- Maintain on the site a minimum of three parking spaces designed for their use
- If a health certificate is required, display the health certificate in a manner visible to customers
- No obstruction of pedestrian or motor vehicle traffic flow
- No obstruction of traffic signals or regulatory signs
- No vending upon a public way
- Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
- Keep vending sites clean and free of paper or refuse of any kind generated twenty (20) feet of any vending stand collect and deposit into a trash container.
- Submission of approved gray water disposal by Springdale Water Utilities.
- Submission of approved grease disposal method approved by Arkansas Department of Health
- Electric services must be underground permanent services.

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

- Cannot operate between the hours of 10:00 p.m. to 7:00 a.m.
- No obstruction of parking spaces required for the operation of any other use on the site
- Maintain on the site a minimum of three parking spaces designed for their use
- If a health certificate is required, display the health certificate in a manner visible to customers
- No obstruction of pedestrian or motor vehicle traffic flow
- No obstruction of traffic signals or regulatory signs
- No vending upon a public way
- Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
- Keep vending sites clean and free of paper or refuse of any kind generated twenty (20) feet of any vending stand collect and deposit into a trash container.
- Submission of approved gray water disposal by Springdale Water Utilities.
- Submission of approved grease disposal method approved by Arkansas Department of Health
- Electric services must be underground permanent services.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

E ROBINSON AVE

Notes:

4 Striped Parking Spaces

1 ADA Space

11,780 SF of Asphalt Parking Area



RESOLUTION NO. _____

**A RESOLUTION (C24-01) APPROVING A CONDITIONAL
USE FOR CAROL BLANCHET – TALKING CROW
COFFEE ROASTER AT 1117 WEST END STREET AS
SET FORTH IN ORDINANCE NO. 4030**

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

WHEREAS, the Planning Commission held a public hearing on January 2, 2024 on a request by Carol Blanchet – Talking Crow Coffee Roaster for a Use Unit 28 (Home Occupation) in a Low/Medium Density Single Family Residential District (SF-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yeas and zero (0) nays recommends that a Conditional Use (C24-01) be granted to Carol Blanchet – Talking Crow Coffee Roaster with the following conditions:

- No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure
- No outside storage of materials required for the operation of the business
- Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises
- Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure
- Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood
- Will not produce any fumes, odors, noise or any other offensive effects that are not normal to residential activity
- Will not involve accessory buildings
- Stock in trade shall not exceed ten (10) percent of the floor area of the accessory use
- Will not require the construction of a duplicate kitchen, or the addition to the existing kitchen
- Will not require or cause the consumption of the premises of any food product produced there on
- Will not provide medical treatment, therapeutic massage or similar activities

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

- No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure
- No outside storage of materials required for the operation of the business
- Operated only by the resident members of the household and shall not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises
- Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure
- Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood
- Will not produce any fumes, odors, noise or any other offensive effects that are not normal to residential activity
- Will not involve accessory buildings
- Stock in trade shall not exceed ten (10) percent of the floor area of the accessory use

- Will not require the construction of a duplicate kitchen, or the addition to the existing kitchen
- Will not require or cause the consumption of the premises of any food product produced there on
- Will not provide medical treatment, therapeutic massage or similar activities

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Doug Sprouse, Mayor

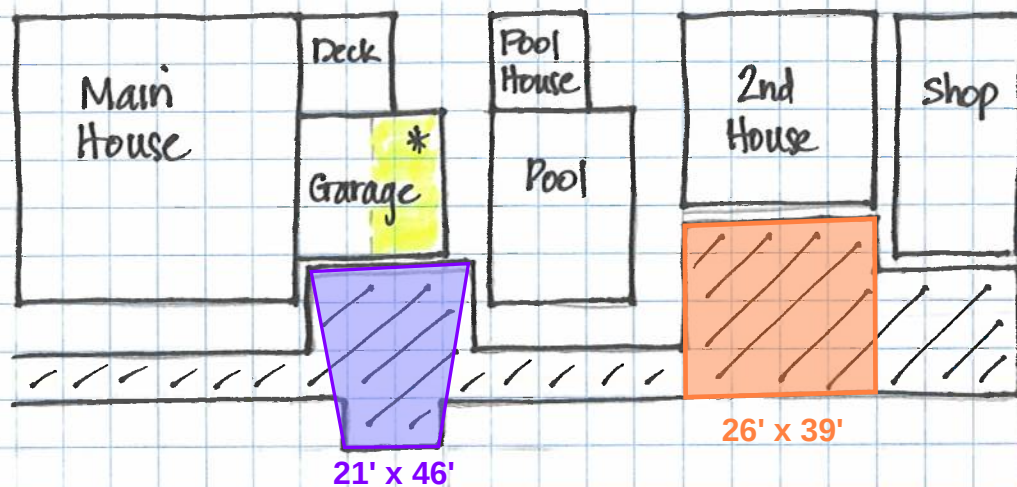
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

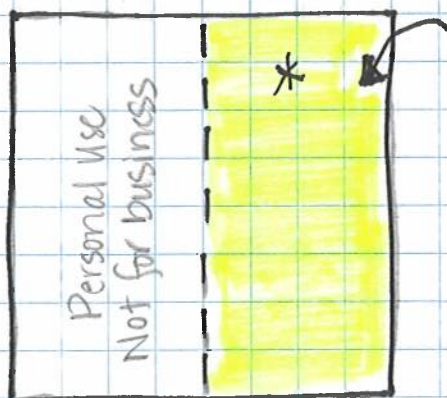
Ernest Cate, City Attorney

Site Plan Overview of property @ 1117 N. West End St. Springdale



Acreage

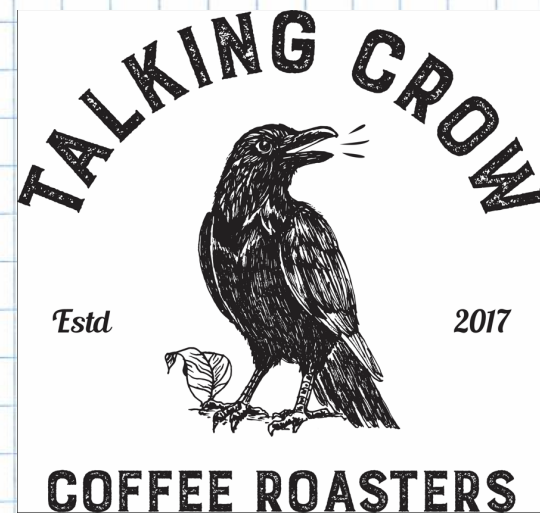
DETAIL - GARAGE



2 car garage

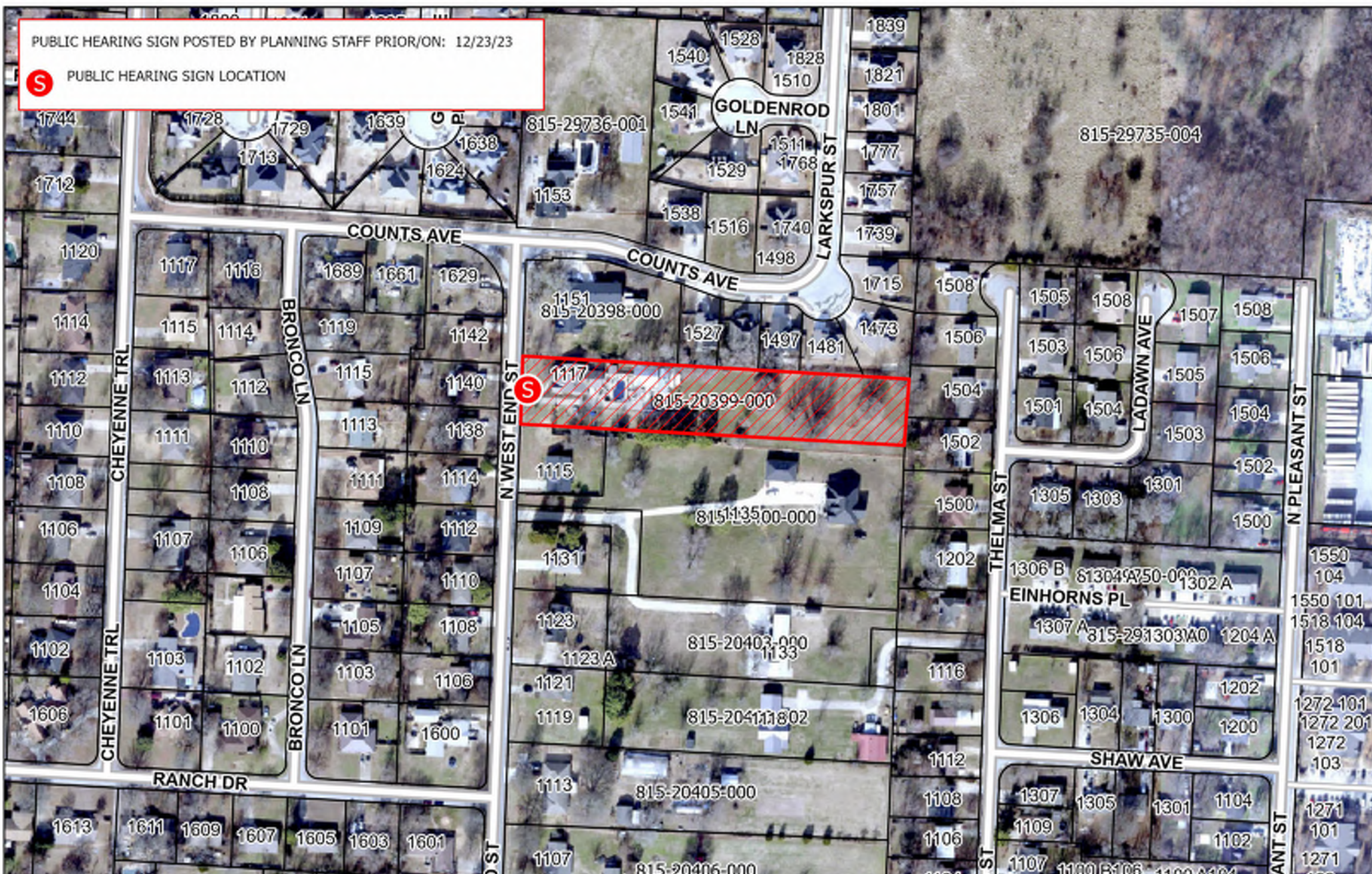
only 1 bay will be used for coffee

A wall with a door divides the 2 bays

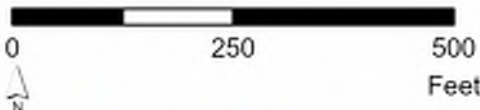


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/23/23

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
January 23, 2024



PROJECT: C24-01
APPLICANT: Talking Crow Coffee Roasters
LOCATION: 1117 N West End
REQUEST: Conditional Use for Use Unit 28 in an SF-2



SPRINGDALE
WE'RE MAKING IT HAPPEN

Page 28

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE
(C24-02) AT 226 MCCOLLOUGH DRIVE FOR SPRING
CREEK VILLAGE 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 January 2, 2024 on a request by Spring Creek Village for a conditional use (C24-02) for a Tandem Lot Split in a Medium/High Density Multi-Family Residential District (MF-16) at 226 McCollough Drive; and

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and zero (0) no recommends that a conditional use be granted to Spring Creek Village for a conditional use for a Tandem Lot Split in a Medium/High Density Multi-Family Residential District (MF-16) at 226 McCollough Drive 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 Spring Creek Village for a conditional use (C24-02) for a Tandem Lot Split in a Medium/High Density Multi-Family Residential District (MF-16) at 226 McCollough Drive with the following conditions – No conditions set.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

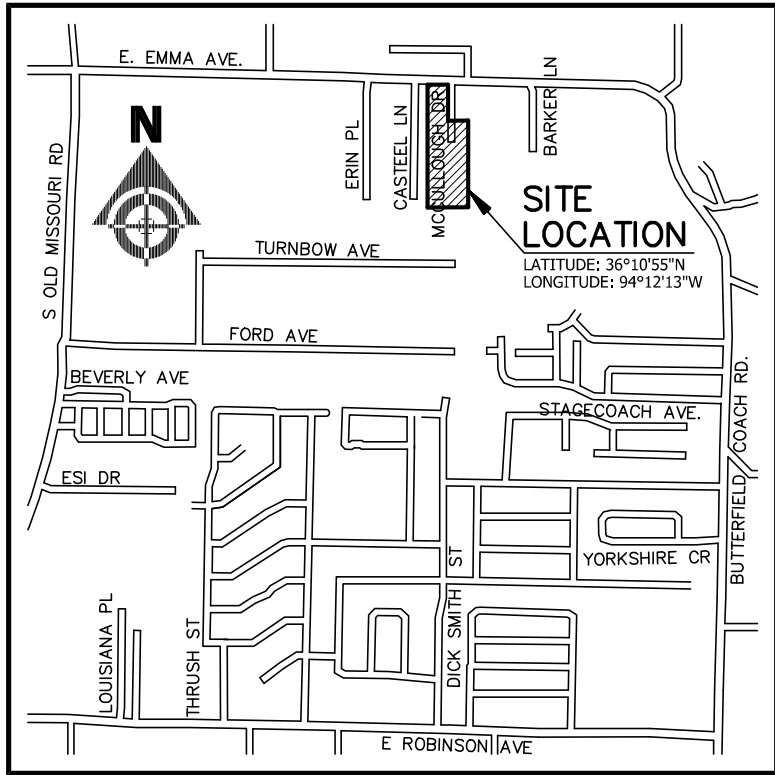
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



VICINITY MAP

NOT TO SCALE

GENERAL NOTES:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR OF RECORD. SURVEY IS NON-TRANSFERABLE TO PARTIES OUTSIDE OF THE CURRENT SUBJECT TRANSACTION.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED A PART OF THIS SURVEY.

THE UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON OBSERVABLE SURFACE EVIDENCE MADE AT THE TIME OF THE FIELD SURVEY. FIELD CONDITIONS MAY HAVE AN IMPACT ON THESE LOCATIONS. THE SURVEYOR MAKES NO CERTIFICATION THAT THE SUBSURFACE UTILITIES SHOWN ARE IN THE LOCATION, OR SIZES INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THE SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

PARENT TRACT.

PARCEL NUMBER 815-28738-230 & PARCEL NUMBER 815-28738-210.
DESCRIPTION AS SHOWN ON WARRANTY DEED RECORDED IN DEED BOOK 2022 AT PAGE 41156.

A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY Y DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL FOUND THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SE1/4 S02°30'22"W 614.87 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S02°30'22"W 703.05 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE1/4 N87°36'02"W 330.05 FEET TO A CONCRETE MONUMENT FOUND; THENCE N02°27'18"E 994.82 FEET; THENCE S87°32'59"E 164.92 FEET; THENCE S02°27'01"W 292.14 FEET; THENCE S87°46'30"E 165.74 FEET TO THE POINT OF BEGINNING, CONTAINING 6.44 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

FLOOD CERTIFICATION

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS AND INCORPORATED AREAS.

MAP NUMBER: 05143C0090F
REVISED DATE: MAY 16, 2008

ZONING INFORMATION

THIS PROPERTY IS CURRENTLY ZONED MF-16
(MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT)

BUILDING SETBACKS ARE AS FOLLOWS:
FRONT: 30 FEET
SIDE: 8 FEET
REAR: 20 FEET

SURVEY DESCRIPTION LOT 1 (THIS PLAT):

A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY Y DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL FOUND THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SE1/4 S02°30'22"W 614.87 FEET TO AN IRON PIN FOUND; THENCE CONTINUING ALONG SAID EAST LINE S02°30'22"W 196.00 FEET TO THE POINT OF BEGINNING; THENCE S02°30'22"W 507.05 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE ALONG THE SOUTH LINE OF SAID SE 1/4 OF THE SE1/4 N87°36'02"W 330.05 FEET TO A CONCRETE MONUMENT FOUND; THENCE N02°27'18"E 507.66 FEET; THENCE S87°29'38"E 330.50 FEET TO THE POINT OF BEGINNING, CONTAINING 3.85 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION LOT 2 (THIS PLAT):

A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY Y DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL FOUND THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SE1/4 S02°30'22"W 614.87 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING; THENCE S02°30'22"W 196.00 FEET; THENCE N87°29'38"W 330.50 FEET; THENCE N02°27'18"E 304.33 FEET; THENCE S87°32'32"E 81.06 FEET; THENCE S02°30'22"W 99.38 FEET; THENCE S87°39'02"E 67.89 FEET; THENCE S02°16'39"W 10.00 FEET; THENCE S87°26'30"E 16.05 FEET; THENCE S87°46'30"E 165.74 FEET TO THE POINT OF BEGINNING, CONTAINING 1.70 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

SURVEY DESCRIPTION LOT 3 (THIS PLAT):

A PART OF THE SE 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY Y DESCRIBED AS FOLLOWS:

COMMENCING AT A PK NAIL FOUND THE NORTHEAST CORNER OF SAID SE 1/4 OF THE SE 1/4; THENCE ALONG THE EAST LINE OF SAID SE1/4 OF THE SE1/4 S02°30'22"W 614.87 FEET TO AN IRON PIN FOUND THENCE N87°46'30"W 165.74 FEET TO THE POINT OF BEGINNING; THENCE N87°26'30"W 16.05 FEET; THENCE N02°16'39"E 10.00 FEET; THENCE N87°39'02"W 67.89 FEET; THENCE N02°30'22"E 99.38 FEET; THENCE N87°32'32"W 81.06 FEET; THENCE N02°27'18"E 182.83 FEET; THENCE S87°32'59"E 164.92 FEET; THENCE S02°27'01"W 292.14 FEET TO THE POINT OF BEGINNING, CONTAINING 0.89 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

CERTIFICATION OF TRANSMITTAL, OWNERSHIP AND ORDINANCE:

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

OWNER: _____
NAME DATE SIGNATURE

STATE OF ARKANSAS
COUNTY OF BENTON
SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF SPRINGDALE APPROVAL FOR RECORDING

DATE SIGNATURE

DIRECTOR, PLANNING AND COMMUNITY
DEVELOPMENT DIVISION

ENGINEER

FERDI FOURI, P.E.
CIVIL 4IE
(479) 381-1066
P.O. BOX 56
CAVE SPRINGS, AR 72718

PROPERTY ADDRESS

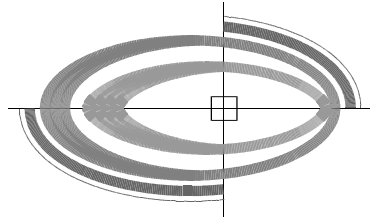
MCCOLLOUGH DR.
SPRINGDALE, AR 72764

OWNER

MCCOLLOUGH OZB LLC
351 E. 4TH ST. SUITE 2
MOUNTAIN HOME, AR 72653

CITY OF SPRINGDALE PROJECT NUMBER: L23-__

STATE RECORDING NUMBER: 500-18N-29W-0-31-220-72-1380



PAYA INC.

www.paya-inc.com

(479) 696-9138

mail@paya-inc.com

P.O. BOX 13 - CAVE SPRINGS, AR - 72718

INFORMAL PLAT

A PART OF THE SE1/4 OF THE SE1/4
SECTION 31, TOWNSHIP 18 NORTH, RANGE 29 WEST
CITY OF SPRINGDALE, WASHINGTON COUNTY, AR.

PREPARED FOR:	MCCOLLOUGH OZB LLC		
DRAWN BY:	LP	SCALE: 1" = 50'	DATE: November 27, 2023
REVISED:	LP	DWG: 23089_PLA	SHEET: 1 OF: 2

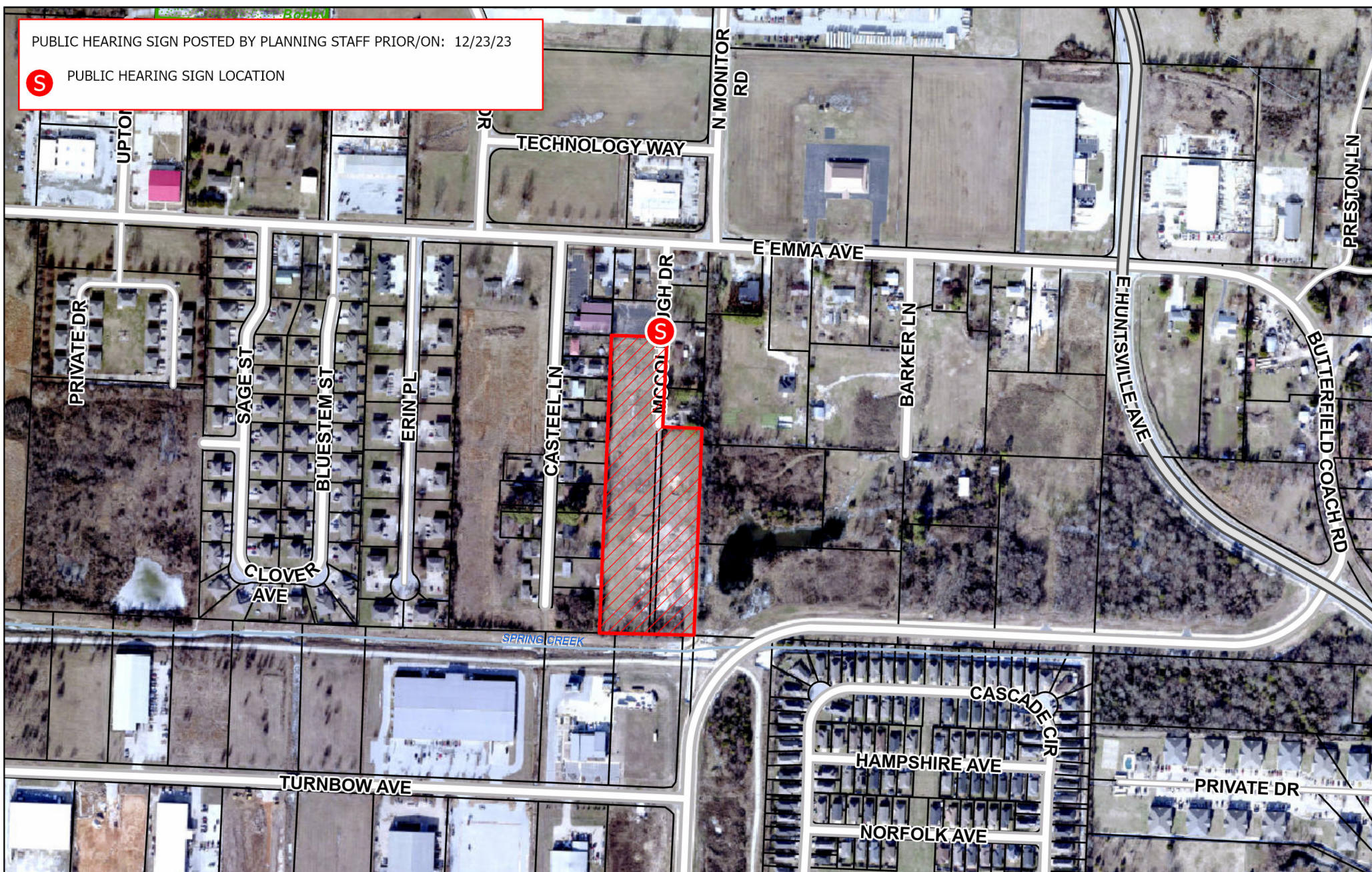
SHEET INDEX

1 COVER SHEET
2 SURVEY

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/23/23



PUBLIC HEARING SIGN LOCATION



City Council Meeting
January 23, 2024



PROJECT: C24-02
APPLICANT: Spring Creek Village
LOCATION: End of McCollough Dr
REQUEST: Tandem Lot Split in a MF-16



SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION MANAGER AGREEMENT
FOR PRECONSTRUCTION SERVICES ON GENE
GEORGE BLVD NORTH (56TH STREET)**

WHEREAS, the City of Springdale is in need of construction management services for the Gene George Blvd. north project;

WHEREAS, Crossland Heavy Contractors Inc. was selected as the most qualified construction management firm for this project;

WHEREAS, the price not to exceed amount for preconstruction services construction services shall be \$77,070.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a construction management services agreement with Crossland Heavy Contractors, Inc. for preconstruction phase services to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this _____ day of January, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



ConsensusDocs®
BUILDING A BETTER WAY

ConsensusDocs 500
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER (Where the CM is At-Risk)



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Blue Boxes: Instructions for fields that may or may not be required for a complete contract.
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ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Part any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: Construction Manager Fee Proposal

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.



2.5.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.22 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.23 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.26 A "Supplier" is a person or entity retained by Constructor to provide material or equipment for the Work.

2.5.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.28 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.29 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.



the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.3.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if



information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.4.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.8.3 terminate the Agreement for convenience in accordance with §12.3. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.



3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Constructor of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.



3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise



adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Constructor shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS

3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following



Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.19.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.22 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the



4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Ben Peters. Owner's Representative shall be fully acquainted with the Project and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.



Manager. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.4.1 Weather Related Events: Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events are (on a monthly basis):



6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4.

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 **CONSTRUCTION MANAGER'S FEE** Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: 5.75% of Cost of Work.

7.4 **FEE ADJUSTMENTS:**

7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: Per 9.3.1.4 in the case of a substantial reduction in the scope of work the adjustment to the Construction Managers Fee shall result in a zero net change to the projected amount of the Construction Managers Fee presented and executed at the submission of the GMP.

7.4.2 except as provided for in §6.36.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 **PRECONSTRUCTION SERVICES COMPENSATION** Construction Manager shall be compensated for Preconstruction Services as follows: \$77,070.00. (Based upon the billing milestones outlined within exhibit A of this agreement.)

ARTICLE 8 COST OF THE WORK



Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.

8.2.13 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Water, power, and fuel costs necessary for the Work.

8.2.15 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.16 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.17 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.18 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES



9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the first (1st []) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and



10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.



10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE



11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the



of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☐ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.



12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Owner, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION



13.3.4 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.5 If the Parties execute a DRB Addendum, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by that DRB Addendum.

13.4 **MEDIATION** If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 **BINDING DISPUTE RESOLUTION** If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using:

- ☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
- ☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
- ☐ the current arbitration rules of [] and administered by [].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 **COSTS** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 **VENUE** To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 **MULTIPARTY PROCEEDING** All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 **LIEN RIGHTS** Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS



15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

OWNER: City of Springdale

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: Crossland Heavy Contractors

BY: [Signature] NAME: Mark Sell TITLE: Exec. Chairman

WITNESS: [Signature] NAME: Jordan Jenisch TITLE: Business Development Mgr.

END OF DOCUMENT.



CROSSLAND HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410
Fax: 620.429.2977

December 18th, 2023

City of Springdale
North 56th Street Improvements
Attn: Mr. Ben Peters

Ref.: City of Springdale North 56th Street Improvements

Mr. Peters,

Crossland Heavy Contractors (CHC) is pleased to present to you our fee proposal for the City of Springdale, North 56th Street Improvements Project Construction Management (CM) Services. CHC is presenting the requested construction management fee as a percentage of cost of work and pre-construction fee as a not to exceed lump sum with respective billing milestones.

Target Pricing – Design Development (60%), Design Development (90%)

- Cost Model Development
- Work/Structure Area Roll Ups
- Costing by individual activity item (description)
- Activity item to include a unique item ID, Cost Type Origin, CSI Division, Bid Package Designation, Quantity, Unit of Measure, Unit & Extended Price, & Contingency

CPM Schedule:

CHC will provide a Level 4 CPM schedule for the project in Primavera 6 with critical sequencing and milestones. The Critical Path Method (CPM) schedule will be developed at 60% design, updated at the 90% design milestones, and once again prior to submitting the GMP.

Constructability Review & Value Analysis:

CHC has included in the cost for staffing in review of sequencing and constructability. When applicable CHC will provide value analysis in coordination with the Designer of Record.

RFP/Bidding Documents Development

CHC will develop bidding documents specific to the project design and scope which includes the RFP front end, bid forms, methods of measurement and supporting documentation.

Bidding Phase Management

CHC will manage the bidding phase of the project adhering to Arkansas Procurement Laws. This will incorporate a bidder's interest campaign, bidding platform setup, hosting pre-bid meetings, addenda management, descoping, bid tab creation and owner review.

Construction Manager Pre-Construction Services Phase 1 Scope (Further Defined)

Design Review & Target Pricing Development (60% Design)

- Cost Model Creation
- Design & Constructability Review
- Construction Cost Estimating
- Internal Costing Review
- Owner Costing Review
- Development of CMP Schedule

Design Review & Target Pricing Development (90% Design)

- Cost Model Modifications
- Design & Constructability Review
- Construction Cost Estimating
- Internal Costing Review

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGDALE, THE CITY OF FAYETTEVILLE, AND THE ARKANSAS & MISSOURI RAILROAD FOR THE ADMINISTRATION OF A RAILROAD CROSSING ELIMINATION GRANT

WHEREAS, in 2022 authorization was given to allow the submission of a joint application with the City of Fayetteville, and the Arkansas & Missouri Railroad for funding assistance through the US Department of Transportation (USDOT), Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) grant program for a study of a 14-mile corridor of the Arkansas and Missouri Railroad through the cities of Fayetteville and Springdale to identify feasible safety improvement at various street crossings.

WHEREAS, a Railroad Crossing Elimination Grant in the amount of \$576,000 has been awarded to conduct planning activities to scope improvement projects at various at-grade crossings to improve mobility and enhance safety for the area; in the amount of \$576,000, and

WHEREAS, staff from the City of Springdale, City of Fayetteville and the Arkansas and Missouri Railroad have met with the Federal Railroad Administration and identified the steps necessary to move forward towards obligations of the funds; and

WHEREAS, the first step in the fund obligation process is the three parties enter into an agreement for the administration of the grant.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE that the Mayor is hereby authorized to sign a joint agreement, a copy of which is attached and made apart of this resolution, between the City of Springdale, the City of Fayetteville, and the Arkansas and Missouri Road for the administration of a Railroad Crossing Elimination Grant.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

GRANT ADMINISTRATION AGREEMENT

This Agreement, made and entered into on this 2 day of January 2024, by and between the City of Fayetteville, Arkansas ("Fayetteville") and the City of Springdale, Arkansas ("Springdale") (jointly referred to as "Grantees") and The Arkansas and Missouri Railroad Company, ("Railroad"),

WITNESSETH:

WHEREAS, the Grantees are the recipients of a 2022 United States Department of Transportation (USDOT), Federal Railroad Administration (FRA) Railroad Crossing Elimination (RCE) Grant ("Grant") for a study of a 14-mile corridor of the Arkansas and Missouri Railroad through the cities of Fayetteville and Springdale to identify feasible safety improvements at various street crossings as identified in the attached Exhibit 1;

WHEREAS, the Grantees will be responsible for meeting all the requirements and duties defined as recipients of the grant;

WHEREAS, the crossings identified for this study are located within right-of-way owned by the Railroad;

WHEREAS, the Parties agree that the Railroad will not require compensation, and the Grantees will not compensate the Railroad, for use of the Railroad right-of-way used in this study;

NOW, THEREFORE, the City of Fayetteville, Arkansas, the City of Springdale, Arkansas and The Arkansas and Missouri Railroad Company agree as follows:

1. Grantees agree to:
 - A. Serve as the recipients of the grant to receive, distribute and account for all grant funds.
 - B. The Cities will jointly administer the grant with staff of the City of Fayetteville designated as the point of contact.
 - C. Manage the selection procurement and administration of the engineering contract for the study.
 - D. Require the consulting firm or contractor to meet any safety standards required by or requested from the Railroad in addition to general safety requirements (FRA, OSHA, etc.)
 - E. Ensure that no physical disturbance to the Railroad right of way occurs with this project and that any access to the crossing sites will be for the purpose of study and survey only.
 - F. Coordinate with the Railroad 7 days in advance on any activities that require personnel to enter its right of way and move onto or over the active rail lines.
 - G. Share the results of the study with the Railroad.

2. Railroad agrees to Allow the Grantees and their design professionals or other contractors access to the right-of-way for the purpose of this study.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

**CITY OF SPRINGDALE,
ARKANSAS**

By: _____
DOUG SPROUSE, Mayor

ATTEST:

By: _____
Denise Pearce, City Clerk

**ARKANSAS AND MISSOURI RAILROAD COMPANY
306 E. Emma Ave
Springdale, AR 72764**

By: _____
CAREN L. KRASKA, President

WITNESS:

By: _____

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer



RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO APPROPRIATE FUNDS FOR
EQUIPMENT**

WHEREAS, the Springdale Fire Department is in need of a re-mount of an ambulance, and

WHEREAS, a re-mount is a more cost-efficient and expeditious option for the Fire Department, and

WHEREAS, the equipment is a sole source item and available on the state buy board, and

WHEREAS, the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

WHEREAS, Arkansas Code 14-58-303 states, “The governing body by resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

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

Section 1. This Council finds that due to the specific needs of the Fire Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount not to exceed \$237,000.

Section 2. There is hereby appropriated up to \$237,000 of funds from the Ambulance Equipment Replacement Fund.

PASSED AND APPROVED this 23rd day of January, 2024

.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES ☐	NO ☐	
\$0 - \$34,999 No Council approval needed	☐ \$0 - \$4,999	
Request to waive bidding? ☐ Buy Board ☐ Sole Source	☐ \$5,000 - \$34,999 Requires 3 Quotes	
Signature: <i>Blake Holte</i>	☐ \$35,000+ Requires Bid	
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source	



Date: 12/4/2023
 Customer Name: City of Springdale Fire Department
 Address:
 City:
 State:
 Zip:
 Phone:

AMBULANCE REMOUNT QUOTE FORM

Description	Quantity	Unit Price	Cost	Date	Initials	PO#	Ord Date
BASE CONVERSION	1	\$66,400.00	\$66,400.00				
NEW CHASSIS TYPE: 2025 Ford F-450 4x4 - 7.3L V-8 Gasoline Engine.							
PEV SUPPLIED CHASSIS: ESTIMATED - 2025 Pricing to be released Mid-2024.	1	\$69,000.00	\$69,000.00				
APPLICABLE CHASSIS REBATE GPC: ESTIMATED! SUBJECT TO CHANGE AT INVOICE	1	\$0.00	\$0.00				
BOX MANUFACTURER (OEM) - 2016 Braun Liberty #7115							
CHASSIS ARRIVAL - EST ARRIVAL - TBD							
TAKE-OFF CHASSIS-RETURN TO CUSTOMER - NOTE IF CHASSIS IS TO BE ROAD-WORTHY UPON RETURN	1	\$0.00	\$0.00				
CHASSIS OPTIONS:							
OEM ALUMINUM WHEELS (ORDERED AND SUPPLIED ON CHASSIS)	1	\$0.00	\$0.00				
SIREN SPEAKERS (CAST IN BUMPER CHASSIS STANDARD) PAIR	1	\$1,225.00	\$1,225.00				
REYCO GRANNING AIR SUSPENSION	1	\$12,500.00	\$12,500.00				
NEW OEM RUNNING BOARDS - Braun - Powdercoat Gray	1	\$1,450.00	\$1,450.00				
NEW CAB CONSOLE (ALUMINUM) - Braun OEM	1	\$4,250.00	\$4,250.00				
CONVERSION EXTERIOR:							
NEW STONEGUARDS - RAW ADP or POWDERCOAT	1	\$425.00	\$425.00				
NEW REAR KICKPLATE - RAW ADP or POWDERCOAT	1	\$675.00	\$675.00				
REFURB REAR BUMPER - BRAUN - (Sandblast and Powdercoat Bumper Frame; Powdercoat Pods, Fip Step, Closeout; New Stainless End Caps	1	\$1,500.00	\$1,500.00				
NEW MUDFLAPS W/BRACKETS (REVITALIZE)	1	\$226.00	\$226.00				
NEW WHEEL MOLDING - CHROME	1	\$600.00	\$600.00				
RUB RAIL - NEW - BRAUN ANODIZED ALUMINUM - Blue Reflective Strips	1	\$475.00	\$475.00				
NEW DRIP RAILS (REQUIRED WITH FULL RE-PAINT)	1	\$250.00	\$250.00				
NEW WEATHER STRIP (REQUIRED WITH FULL RE-PAINT)	1	\$1,250.00	\$1,250.00				
CLEAN ALL COMPARTMENT DIAMOND PLATE DOOR LINERS	1	\$400.00	\$400.00				
GAS SHOCKS - EXTERIOR COMPARTMENT/ENTRY DOORS - PRICE PER DOOR	6	\$46.00	\$276.00				
REPLACE DOOR HANDLES (PER DOOR)	9	\$185.00	\$1,665.00				
REPLACE COMPARTMENT & ENTRY DOOR ROTARY LATCHES - PRICE PER DOOR	9	\$125.00	\$1,125.00				
CONVERSION INTERIOR:							
ALL NEW UPHOLSTERY (MORBERN RENAISSANCE STEEL BLUE)	1	\$1,500.00	\$1,500.00				
NEW ATTENDANT SEAT - EVS - EVS 1870 w/Child Seat, Backpack Belting, Swivel Base, Steel Blue	1	\$2,288.00	\$2,288.00				



Date: 12/4/2023
 Customer Name: City of Springdale Fire Department
 Address:
 City:
 State:
 Zip:
 Phone:

AMBULANCE REMOUNT QUOTE FORM

Description	Quantity	Unit Price	Cost	Date	Initials	PO#	Ord Date
SQUAD BENCH - UPGRADE TO CN10 COMPLIANCE - <i>EVS 2160WM Wall Mount Backrests with Backpack Belting Installed - (2) Positions</i>	1	\$2,111.00	\$2,111.00				
CPR SEAT - UPGRADE TO CN10 COMPLIANCE - <i>EVS 2160WM Wall Mount Backrest with Backpack Belting Installed - (1) Position</i>	1	\$1,056.00	\$1,056.00				
LONSEAL FLOORING - REPLACE (<i>Lonplate II Mica #421</i>)	1	\$2,750.00	\$2,750.00				
NEW LEXAN - AUSTIN HARDWARE (<i>CUSTOM PRICING BASED ON QTY AND STYLE OF CABINETS</i>)	1	\$2,400.00	\$2,400.00				
NEW INTERIOR MULTISPEC (BRAUN ALUMINUM CABINETS)	1	\$6,250.00	\$6,250.00				
NEW CEILING GRAB RAILS - <i>One 96", One 64" - Antimicrobial Yellow</i>	1	\$896.00	\$896.00				
NEW DOOR GRAB RAILS - <i>Rear Doors - V-Handles - Antimicrobial Yellow</i>	1	\$452.00	\$452.00				
HVAC & OPTIONS:							
NEW REAR HEAT/AC - <i>Hoseline 4000/5000 Series Floor Mount with Updraft, 12VDC/110VAC Combination with all NEW Components including Front Wall Mounted Condenser</i>	1	\$11,297.00	\$11,297.00				
STRUCTURE:							
WELD DEF FILL CLOSED - PREP FOR PAINT	1	\$500.00	\$500.00				
PAINT:							
CHASSIS ONLY	1	\$4,500.00	\$4,500.00				
MOD ONLY - SOLID COLOR TO MATCH CHASSIS	1	\$22,000.00	\$22,000.00				
GRAPHICS: (QUOTE REQUIRED)							
GRAPHICS - <i>Custom Graphics to Match Current Springdale FD Design</i>	1	\$7,500.00	\$7,500.00				
AUDIBLE WARNING:							
SIREN - WHELEN 295-HFSA7 (DUAL TONE - REMOTE)	1	\$918.00	\$918.00				
EXTERIOR LIGHTING:							
GRILLE/INTERSECTION LIGHTING: <i>Four (4) New Red Whelen Micron Super LED lights with chrome flanges for grille - 2023+MY chassis requires new grille lights.</i>	1	\$600.00	\$600.00				
MODULE FRONT WALL LIGHTING: No Changes Needed	0	\$0.00	\$0.00				
MODULE REAR WALL LIGHTING: No Changes Needed	0	\$0.00	\$0.00				
MODULE SIDE WALL LIGHTING: No Changes Needed	0	\$0.00	\$0.00				



Date: 12/4/2023
 Customer Name: City of Springdale Fire Department
 Address:
 City:
 State:
 Zip:
 Phone:

AMBULANCE REMOUNT QUOTE FORM

Description	Quantity	Unit Price	Cost	Date	Initials	PO#	Ord Date
STOP/TURN/REVERSE LIGHTING: No Changes Needed	0	\$0.00	\$0.00				
NEW BODY MARKER LIGHTS (<i>Tecniq LED</i>)	1	\$238.00	\$238.00				
NEW LED LICENSE PLATE LIGHT - <i>Whelen OS</i>	1	\$45.00	\$45.00				
NEW TECNIQ LED STRIP LIGHTING IN EXTERIOR COMPARTMENTS (<i>Price per Compartment</i>)	6	\$150.00	\$900.00				
INTERIOR LIGHTING:							
ELECTRICAL SYSTEM:							
UPDATE PROGRAMMING - BRAUN FEE	1	\$450.00	\$450.00				
REFURBISH VISTA IV - NEW BUTTONS	1	\$125.00	\$125.00				
NEW VANNER INVERTER/CHARGER - LIFESINE	1	\$1,450.00	\$1,450.00				
20 AMP SUPER-AUTO EJECT SHORELINE/BACKWIRE (<i>COVER-YELLOW</i>)	1	\$550.00	\$550.00				
30 AMP SUPER AUTO EJECT SHORELINE (<i>COVER-YELLOW</i>)	1	\$950.00	\$950.00				
ADMINISTRATIVE:							
WEIGHT SLIP	1						
CAAS CERTIFICATION STICKER	1	\$300.00	\$300.00				
TOTAL FOR REMOUNT: \$235,718.00			\$235,718.00				

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING
AND AUTHORIZING THE PURCHASE OF THERMAL
IMAGING CAMERAS FOR THE FIRE DEPARTMENT**

WHEREAS, the Springdale Fire Department desires to purchase 18 thermal imaging cameras for the fire department, and

WHEREAS, the trade-in program would allow the Fire Department to receive a 40% discount, and

WHEREAS, the current thermal imaging cameras are over 10 years old and have met service life expectation, and

WHEREAS, the fire helmets are available on the Arkansas buy board which allows the governing body to waive competitive bidding, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, the Council finds that due to the complexity and variations in this kind of equipment competitive bidding is not feasible or practical in the purchase of thermal imaging cameras, competitive bidding on the purchase of thermal imaging cameras from Emergency Vehicle Specialists, is hereby waived for an amount not to exceed \$106,000.00 from the Act 833 fund, and the Mayor is hereby authorized to execute any contracts related to the purchase.

PASSED AND APPROVED this 23rd day of January, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Fire Department		Date: 01/10/2024
Point of Contact: Michael Bronner	Amount Requested: (not to exceed) \$ 106,000.00	
Date to be Presented to Committee: <u>1 / 16 / 2024</u>		
Brief Description of Funding Request: Upgrade 18 thermal Imaging Cameras. Current cameras are 10+ years old and have met service life expectation. Trade in program will allow us to purchase new cameras at significant discount 40%		
Funding Source: (General Fund, Special Fund, etc.) Grant/Special Fund Act 833		
IS IT BUDGETED?		
YES ☒		NO ☐
\$0 - \$34,999 No Council approval needed		☐ \$0 - \$4,999
Request to waive bidding? ☒ Buy Board ☐ Sole Source		☐ \$5,000 - \$34,999 Requires 3 Quotes
Signature: 		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source



EMERGENCY VEHICLE SPECIALISTS

SALES QUOTE

800-233-5053
www.gwevs.com

CONWAY, AR

OLIVE BRANCH, MS

MEMPHIS, TN

NASHVILLE, TN

KNOXVILLE, TN

Quote Number 00011049

Date 8/8/2023

Expiration Date 9/8/2023

Contact Name Mike Bronner

Phone (479) 751-4510

Company Name Springdale Fire Department (AR)

Account Number 192

Bill To P.O. Box 1521
Springdale, Arkansas 72765-1521
United States

Ship To 471 Holcomb St
Springdale, Arkansas 72764
United States

Telephone

Salesperson Scott Jones

Freight Included No Charge

Salesperson Email sjones@gwevs.com

Quantity	Vendor	Part Number	Description	Unit Price	Total Price
18.00	Bullard	QXTBUNDLEUPGRADE	Upgrade QXT Thermal Imager with Black Lower and Red Upper housing with XTTRUCKMOUNT and XTRETRACT. ***All Cameras being traded in must be in working order at time of trade***	\$5,299.00	\$95,382.00

Quoted By Scott Jones

Subtotal \$95,382.00

Quoted By Email sjones@gwevs.com

Tax \$9,299.75

Total \$104,681.75

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1405 OVERO CIRCLE; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, Carmen Valdez, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot Twelve (12) in Block Two (2) and the South 4 feet of Lot Thirteen (13) in Block Two (2) in High Chaparral Addition to the City of Springdale, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Commonly known as 1405 Overo Circle, Springdale, Washington County, Arkansas

Tax Parcel No.815-22702-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

Section 1. That the structure located at 1405 Overo Circle, Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris,

completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor’s authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance being necessary for the public health, safety and welfare shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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



SPRINGDALETM
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

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

December 14, 2023

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Carmen Valdez
1406 Overo Circle
Springdale, AR 72762

RE: Property located at 1405 Overo Circle, Springdale, Washington County, Arkansas

Dear Ms. Valdez:

The Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 1405 Overo Circle and has mailed notice in writing to you, via certified mail, that a structure located on property owned by you at 1405 Overo Circle, Springdale, Arkansas, was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, you have taken no efforts to demolish or repair the structure on this property. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Tuesday, January 16, 2024, in the City Council Chambers located on the second floor of the City Administration Building at 201 N. Spring Street, Springdale, Arkansas. Also, the enclosed ordinance will be placed on the Council Agenda to be considered on Tuesday, January 23, 2024. This meeting will take place in the City Council Chambers of the City Administration Building at 6:00 PM. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, you will be given a final opportunity to repair or remove the structure. Should you not take advantage of this opportunity; the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien

against the property. The amount of any such lien would be determined by the City Council, and you would have the opportunity to be notified and be heard at this meeting. If you should have any questions, please let me know. I am also sending this letter to you via regular mail as well.

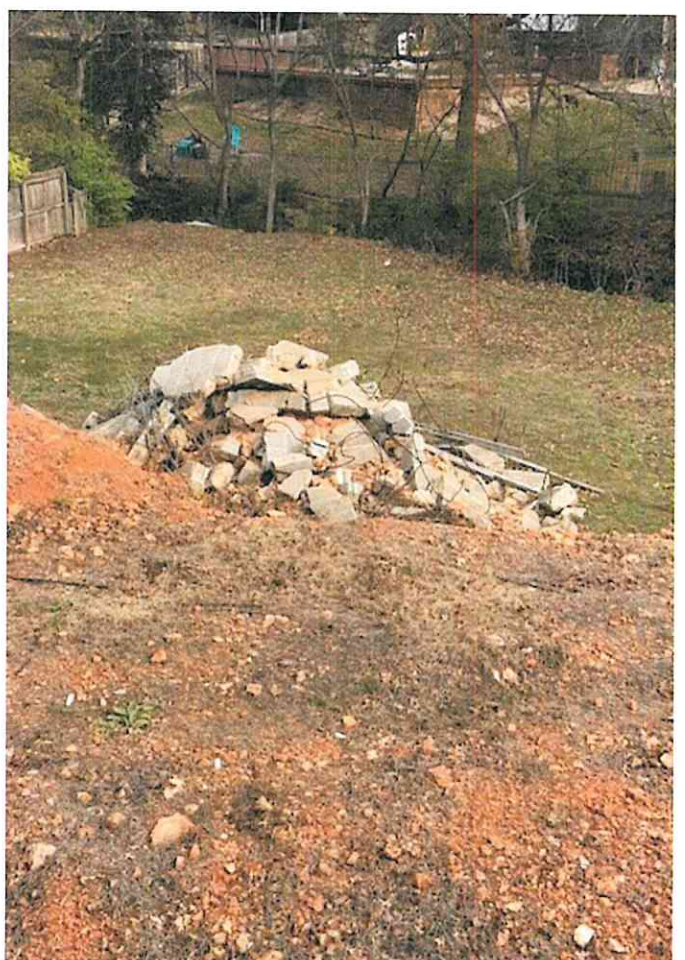
Sincerely,

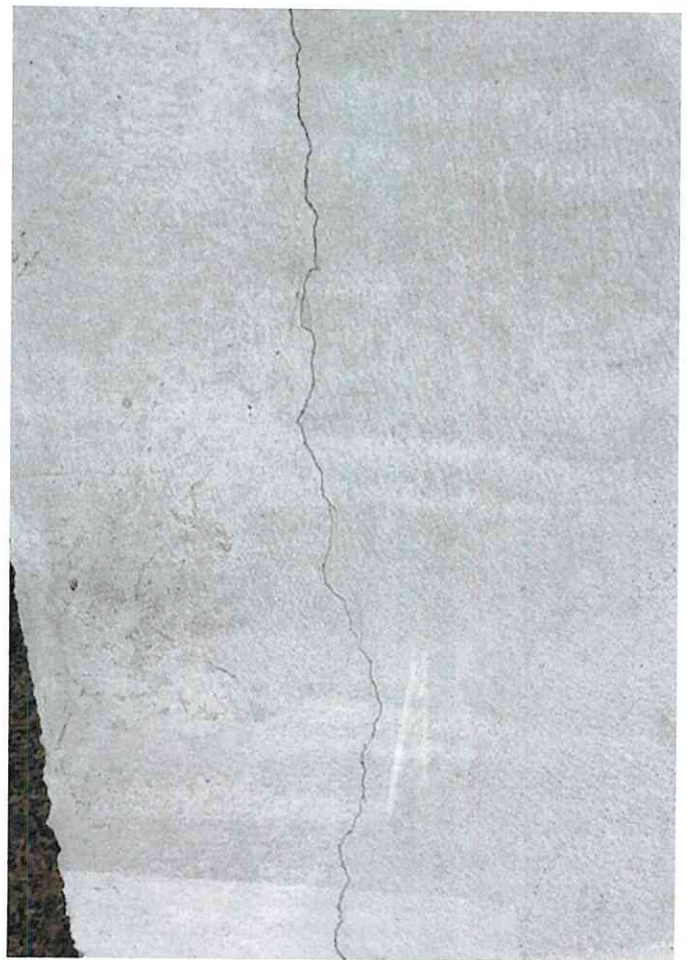
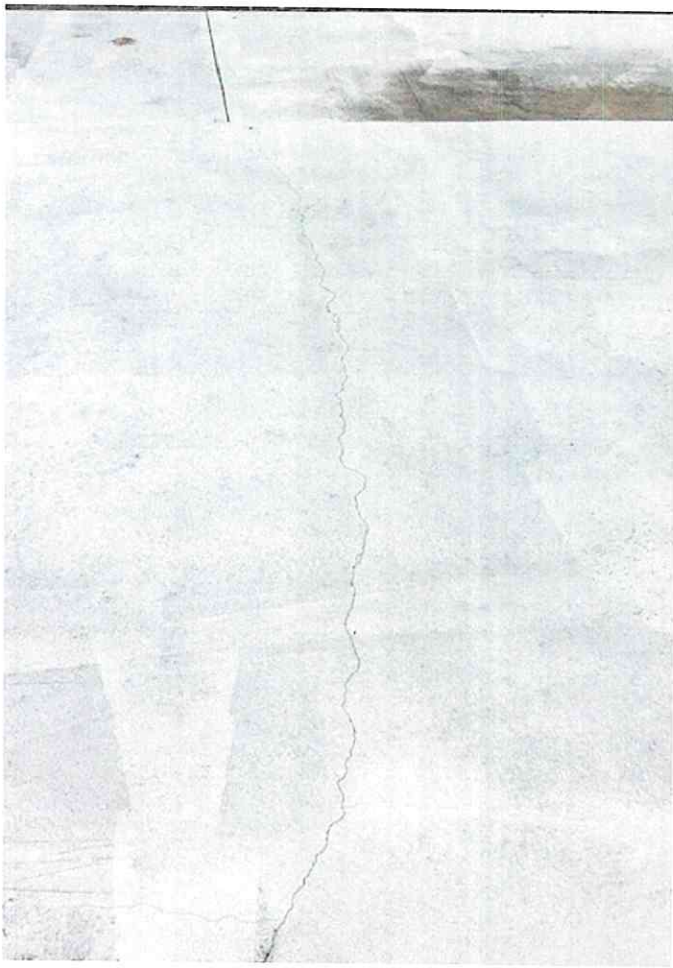


Ernest B. Cate
City Attorney

Enclosure

cc: Chief Building Inspector













Tracking Number:

Remove X

70200640000130656899

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Reminder to Schedule Redelivery of your item
December 21, 2023

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SPRINGDALE, AR 72762
December 16, 2023, 3:48 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

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ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY
CLERK TO FILE A LIEN FOR THE RAZING
AND REMOVAL OF A STRUCTURES WITHIN
THE CITY OF SPRINGDALE, ARKANSAS,
LOCATED AT GIBBS ROAD/NICHOLS
ROAD, SPRINGDALE, ARKANSAS; AND
DECLARING AN EMERGENCY**

WHEREAS, Bobby Ray Cousins, is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows ("the Property"):

Commonly known as 7744 Gibbs Road (Parcel No. 815-33682-400)/Nichols Road (Parcel No. 815-33682-300)

LAYMAN'S DESCRIPTION: 7744 Gibbs Road (Parcel No. 815-33682-400)/Nichols Road (Parcel No. 815-33682-300)

PARCEL NO.: 815-33682-400, 815-33682-300

WHEREAS, on July 11, 2023, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 5863 and Ordinance No. 5864, ordering the owner of ("the Property") to raze (demolish) and remove the dilapidated, unsightly and unsafe structures located on the aforesaid property, and was further ordered to abate the unsightly conditions on the property;

WHEREAS, Ordinance No. 5863 and Ordinance 5864 provided that said work was to be commenced within ten (10) days and was to be completed within thirty (30) days from the passage of the ordinances, and that if the work was not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, were directed to cause the aforesaid structure to be razed (demolished) and removed and to abate the unsafe, unsanitary, and unsightly conditions on the property;

WHEREAS, Bobby Cousins after being given proper notice of Ordinance No. 5863 and Ordinance 5864, and after being given adequate time to abate the situation on the property, failed to remove the dilapidated, unsightly and unsafe structures located on the aforesaid property, and failed to abate the unsightly conditions on the property;

WHEREAS, pursuant to Ordinance No. 5863 and Ordinance 5864, the Mayor's authorized representative caused the aforesaid structures to be razed (demolished) and removed, and caused the unsafe, unsanitary, and unsightly conditions on the property to be abated;

WHEREAS, as shown on the attached Exhibits, the City expended the amount of Fifteen Thousand Two Hundred Sixty-Eight Dollars (\$15,268.00) to raze (demolish) and remove the

dilapidated, unsightly and unsafe structures located on the aforesaid property, and to abate the unsightly conditions located thereon;

WHEREAS, Ordinance No. 5863 and Ordinance 5864 provides that the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structures and for the cost of abating said aforementioned conditions, said costs to be determined at a hearing before the City Council; and

WHEREAS, the property owner of record was given at least 30 days' written notice of the public hearing, as shown in the attached Exhibits, pursuant to Ark. Code Ann. §14-54-903(c)(6), which provides that: "(A) Notices shall be sent by regular mail and by certified mail, return receipt requested. (B) Notice to an owner is sufficient if sent to the owner's address of record on file with the applicable county treasurer, county collector, or county assessor";

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-56-203 and Ark. Code Ann. §14-54-904, the City Council certifies \$15,268.00, plus 10.00% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on the above-described property and collected accordingly.

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 23rd day of January, 2024.

Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Red Line Contractors LLC
P.O. Box 600
Springdale, AR 72765
479-419-4100
www.redline.me

Invoice

Date	Invoice #
11/21/2023	956279

Bill To
City of Springdale, AR 201 Spring St. Springdale, AR 72764

P.O. No.	Terms	Job
23RL158D	Due on receipt	7744 W Gibbs Rd/10131 N...

Description	Qty	Rate	Amount
Demolition - 7744 W Gibbs Rd/10131 Nichols Rd Springdale, AR	1	15,268.00	15,268.00
Transaction # _____ Date _____ Account # <u>101-0403-423.70-35</u> Project # _____ Invoice # <u>956279</u> Amount <u>\$15,268.00</u> Description <u>Building</u> <u>done @ Gibbs/Nichols</u> Approved By <u>MMA</u> <u>12/12/23</u>			

Total \$15,268.00

Payments/Credits \$0.00

Balance Due \$15,268.00

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



SPRINGDALETM
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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

Sasha Bennett
File/Discovery Clerk
sabennett@springdalear.gov

December 13, 2023

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

Bobby Ray Cousins
7744 Gibbs Road
Springdale, AR 72762-4100

RE: Structures located at 7744 Gibbs Road (Parcel No. 815-33682-400)/Nichols Road
(Parcel No. 815-33682-300)

Dear Property Owner/Lienholder:

On July 11, 2023, the Springdale City Council passed Ordinances No. 5863 and 5864. These Ordinances ordered that the unsafe structures located at 7744 Gibbs Road (Parcel No. 815-33682-400)/Nichols Road (Parcel No. 815-33682-300), Springdale, Arkansas be razed (demolished) and removed and that the unsightly conditions on the property be abated. The Ordinances provided that this be done within thirty (30) days.

The structures on the property were not razed (demolished) and removed within thirty (30) days as required by Ordinance No. 5863 and 5864. As a result, the City of Springdale caused the structures located at 7744 Gibbs Road (Parcel No. 815-33682-400)/Nichols Road (Parcel No. 815-33682-300), Springdale, Arkansas to be razed (demolished) and removed, and caused the unsafe, unsanitary and unsightly conditions on the property to be abated. Enclosed is the billing statement showing the City's cost of \$15,268.00 to clean up the property and remove the structure.

This is to notify you that in the event this amount is not paid on or before January 17, 2024, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. § 14-54-904 to determine the amount of the lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, January 23, 2024 at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming. I have enclosed a copy of the proposed ordinance that will be presented at that meeting.

I am also forwarding a copy of this letter to you via first class mail. If you should have any questions, please let me know,

Sincerely,

A handwritten signature in dark ink, appearing to read 'EBC', with a stylized flourish at the end.

Ernest B. Cate
City Attorney

EBC:dp
Enclosures
cc: Tom Evers

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bobby Ray Cousins
7744 Gibbs Road
Springdale, AR 72762-4100



9590 9402 8146 3030 4448 94

2. Article Number (Transfer from service label)

7020 0640 0001 3065 6882

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Bobby Ray Cousins

☐ Agent
☐ Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

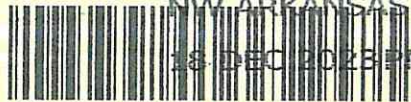
- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☒ Signature Confirmation® |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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NW ARKANSAS AR 727

18 DEC 2023 PM 1 L



9590 9402 8146 3030 4448 94

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OFFICE OF THE
CITY ATTORNEY
201 NORTH SPRING STREET
SPRINGDALE, ARKANSAS 72764

Gibbs Road/Nichols Rd

The City Council of the City of Springdale met in regular session on Tuesday, January 9, 2024 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

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

Department heads present:

Blake Holte	Fire Chief
Derek Hudson	Asst. Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Buildings Director
Ron Findley	Community Engagement Director
Ryan Carr	Engineering Department
James Smith	Public Works Director
Colby Fulfer	Chief of Staff
Mark Gutte	IT Director

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the December 12, 2023 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 TO VACATE A PORTION OF A UTILITY EASEMENT ON PROPERTY LOCATED AT 2878 S. POWELL STREET

No comments were made at the Public Hearing.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Powell, Taldo, Watson, Overton, Lawson, Bailey, Harriman, Fougerousse

No: None

ADDITION OF RESOLUTION TO AGENDA

At the request of Chief of Staff Colby Fulfer, Council Member Watson made the motion to add a Resolution authorizing payment of an invoice over \$1,000,000 to tonight’s agenda. Council Member Lawson made the second.

The vote:

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

No: None

AN APPEAL OF PLANNING COMMISSION’S DENIAL ON A REZONING PETITION (R23-63) BY PHILIP TALDO FOR PROPERTY LOCATED AT 2202 S. 40TH STREET, FROM A-1 TO MF-12

An appeal was presented by Philip Taldo on Planning Commission’s decision on December 5, 2023 to deny his rezoning request for property located at 2202 S. 40th Street, from A-1 to MF-12. Mr. Taldo stated in his appeal letter that this decision was made in error due to the misinformed public that spoke at the meeting. The rezoning would be a great asset to the area.

Council Member Bailey made the motion to overturn the Planning Commission’s decision and approve the appeal. Council Member Fougrousse made the second.

Several adjacent property owners and neighbors spoke in opposition to allowing the proposed rezoning request for multi-family on the 1.552 acre tract. Concerns were traffic congestion, type of tenants, lowering the value of the single-family homes, schools being overcrowded and spot zoning.

Mr. Taldo responded to the comments. He said there is an article in the paper referring to the scarcity of multi family housing in Springdale. Also, there was an article regarding finding affordable housing for teachers and staff members of schools. He pointed out that this rezoning request was recommended for approval by the Planning Department.

Planning Director Christie explained the differences in use between single family units verses multi-family units.

Council Member Lawson said he was concerned with traffic.

Council Member Overton said the problem he has after looking at the map that this is spot zoning.

After discussion, the vote was taken:

Yes: Bailey, Fougrousse

No: Watson, Overton, Lawson, Harriman, Powell

Recuse: Taldo

Motion failed. Planning Commission’s decision is upheld.

ORDINANCE NO. 5924 – ACCEPTING THE REPLAT (RP24-01) OF LOTS 2 AND 3, BLOCK 2 OF SAM’S CLUB ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat (RP24-01) of Lots 2 and 3, Block 2 of Sam’s Cub Addition to the City of Springdale, Arkansas, and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5924.

ORDINANCE NO. 5925 – ACCEPTING THE FINAL PLAT (FP24-04) OF LUCKY’S SUBDIVISION IN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP24-04) of Lucky’s Subdivision in the City of Springdale, Arkansas, and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5925.

ORDINANCE NO. 5926 – TO REPLAT SPRING CREEK FARMS SUBDIVISION, PHASE I, TO REPLACE STREET NAMES

Planning Director Patsy Christie presented an Ordinance to replat Spring Creek Farms Subdivision, Phase I, to replace street names.

A Final Plat was filed under Instrument Number L202353785 in the Washington County Circuit Clerk Office, stating Street Names “Teton Trail, Cowboy Cove, Farmhouse Way, Hillcrest Terrace, Hawk Lane and Range Road”. The street names have been corrected on Replat Final Plat Spring Creek Farms, Phase I with updated names “Teton Trail Avenue, Cowboy Street, Farmhouse Street, Hillcrest Street, Hawk Street, and Range Avenue”.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5926.

RESOLUTION NO. 1-24 - AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR WEST EMMA AVENUE EXTENSION, PROJECT NO. 23BPS01

Council Member Amelia Taldo presented a Resolution authorizing the execution of a construction contract with Crossland Heavy Contractors for the construction of West Emma Avenue from 48th Street to 40th Street for \$16,539,926.50, Project No. 23BPS01.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR WEST EMMA AVENUE EXTENSION - PROJECT NO 23BPS01

WHEREAS, sealed bids were received on December 5, 2023 at 2:00 p.m. for the West Emma Avenue Extension from 48th Street to 40th Street, and

WHEREAS, Crossland Heavy Contractors was the low bidder for this project at \$16,539,926.50, and

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Crossland Heavy Contractors for the construction of West Emma Avenue from 48th Street to 40th Street for \$16,539,926.50 from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of January, 2024.

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 Harriman made the second.

The vote:

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

No: None

The Resolution was numbered 1-24.

RESOLUTION NO. 2-24 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION PHASE SERVICES ON WEST EMMA AVENUE EXTENSION

Council Member Amelia Taldo presented a Resolution authorizing the execution of a professional services agreement with Garver Engineering for construction phase services for the West Emma Avenue extension at a price not to exceed the amount of \$535,000.00.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION PHASE SERVICES ON WEST EMMA AVENUE EXTENSION

WHEREAS, the City of Springdale is in need of construction phase services for the West Emma Avenue Extension;

WHEREAS, Garver, LLC was selected as the most qualified engineering firm for these projects;

WHEREAS, the price not to exceed amount for professional construction services shall be \$535,000.00.

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

Section 1. the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Garver Engineering for construction phase services to be paid from the 2023 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of January, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 2-24.

RESOLUTION NO. 3-24 – AUTHORIZING THE EXECUTION OF A RELOCATION AGREEMENT WITH CARROLL ELECTRIC COOPERATIVE CORPORATION FOR KENDRICK AVENUE, PROJECT NO. 18BPS16

Council Member Amelia Taldo presented a Resolution authorizing the execution of a relocation agreement with Carroll Electric Cooperative Corporation for Kendrick Avenue from Old Missouri Road to Old Wire Road for \$195,241.25, Project No. 18BPS16.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELOCATION AGREEMENT WITH CARROLL ELECTRIC COOPERATIVE CORPORATION FOR KENDRICK AVENUE, PROJECT NO. 18BPS16

WHEREAS, Carroll Electric facilities need to relocate to facilitate the construction of Kendrick Avenue Widening from Old Missouri Road to Old Wire Road, and

WHEREAS, Carroll Electric has prepared a relocation agreement for the necessary facility relocation:

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a Relocation Agreement for actual cost to relocate with Carroll Electric Cooperative Corporation for Kendrick Avenue from Old Missouri Road to Old Wire Road for \$195,241.25 from the 2018 Street Bond Fund.

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

PASSED AND APPROVED this ____ day of January, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 3-24.

ORDINANCE NO. 5927 – PUBLIC HEARING - AMENDING CHAPTER 110, ARTICLE VI. STREET NAMES AND ADDRESS NUMBERS, TO CHANGE THE NAME OF AN EXISTING STREET

City Attorney Ernest Cate presented an Ordinance amending Chapter 110, Article VI. Street Names and Address Numbers, to change the name of an existing private street, Animal Emergency Drive, to Metroplex Drive. A public hearing was held.

A petition was received to rename this street. Notice was sent out regarding the proposed change. One property owner and the petitioner responded back in favor of changing the name back to Metroplex Drive. The owner of the business is against the change.

Daniel Haws, part of an investment group named Lickity Split Farms, stated they purchased 7.67 acres that fronts I-49 and has a private drive access formerly known as Metroplex Drive. They own the drive and pay taxes on the road as it is part of the property. They are responsible for any maintenance on this road. The plans were always to market this property and the name of Metroplex Drive always had value to them and the name fit with the commercial aspirations for the property. He was surprised this summer to drive by there and see the name had been changed to Animal Emergency Way. It was changed back in March 28, 2023 by City Council as they thought it was a public street, not private. This is why they are back requesting the name be changed back to what it was named. They were not notified and had no idea this was being changed.

Attorney Cate said the procedures for changing names of streets has been changed.

Steve Fowler who owns property located off this private drive would like it changed back to Metroplex Drive.

Dr. Shaw, owner of Emergency Animal Clinic, said he in no way tried to hurt anybody with the name change made in March. He has spent thousands of dollars in marketing his business on this drive. He will now have to spend even more if the name gets changed back. He just followed the procedures in getting the change made.

There was discussion on the sign regulations.

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

The vote:

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

No: None

The Ordinance was numbered 5927.

ORDINANCE NO. 5928 – PUBLIC HEARING - AMENDING CHAPTER 110. ARTICLE VI. STREET NAMES AND ADDRESS NUMBERS, TO CHANGE THE NAME OF AN EXISTING CITY STREET

City Attorney Ernest Cate presented an Ordinance amending Chapter 110. Article VI. Street Names and Address Numbers, to rename a portion of a public street; more specifically renaming that portion of Christian Avenue between Virginia Street and Thompson Street to Neals Café Avenue.

Notice of the public hearing was posted, and all property owners whose address would change due to the proposed street name change were sent notice of the public hearing by way of certified mail, as required by Sec. 110-138 of the Code of Ordinances of the City of Springdale, Arkansas.

No comments were made by the public.

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

The vote:

Yes: Bailey, Harriman, Fougrousse, Powell, Overton, Lawson

No: Taldo, Watson

The Ordinance was numbered 5928.

ORDINANCE NO. 5929 – VACATING A PORTION OF A UTILITY EASEMENT ON WASHINGTON COUNTY TAX PARCEL NO. 815-29300-011, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

City Attorney Ernest Cate presented an Ordinance vacating a portion of a utility easement on Washington County Tax Parcel No. 815-29300-011, pursuant to Ark. Code Ann. §14-301-301, *et seq.*, declaring an emergency and for other purposes. Springdale School District #50 is the petitioner for the property located at 2878 S. Powell Street.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5929.

ORDINANCE NO. 5930 - 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 AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented 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 and declaring an emergency.

Elemental Properties LLC is the owner of 2307 N. Thompson Street.
Tiffany Schmidt is the owner of 610 North Kansas Street.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5930.

CITY COUNCIL COMMITTEE MEETING DATE CHANGED

Because of the January 15th Martin Luther King Holiday, Council Member Powell made the motion to move the City Council committee meeting to Tuesday, January 16, 2024. Council Member Bailey made the second.

The vote:

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

No: None

RESOLUTION NO. 4-24 – AUTHORIZING PAYMENT OF AN INVOICE – PROJECT NO. 23BPP1

Council Member Watson made the motion to read this Resolution by title only. Council Member Lawson made the second.

The vote:

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

No: Overton.

City Attorney Ernest Cate presented the following Resolution authorizing payment of an invoice to GeoSurfaces Inc. for \$1,472,328.00 for the purchase and installation of artificial turf.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
(PROJECT NO. 23BPP1)**

WHEREAS, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000.00, and

WHEREAS, the City of Springdale has contracted with GeoSurfaces, Inc. for the purchase and installation of artificial turf, and

WHEREAS, The City has received an invoice for \$1,472,328.00 for the purchase and installation of artificial turf.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay GeoSurfaces, Inc., \$1,472,328.00 with funds from the 2023 Park & Recreation Bond Funds.

PASSED AND APPROVED this ____ day of January, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

SPRINGDALE CITY COUNCIL
JANUARY 9, 2024

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

The vote:

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

No: None

The Resolution was numbered 4-24.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:52 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer