

- **The next City Council Committee Meeting will be held on Monday, July 1st, 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, June 25th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilwoman Amelia Taldo

1. Call to Order – Ernest Cate, City Attorney
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, June 11th, 2024. Pgs. 125-135**

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)* **9A-9F, and 12A-12B** (*Motion must be approved by two-thirds (2/3) of the council members*).

7. Appointments and Reappointments

A. A Resolution making an appointment to the Springdale Airport Commission. Presented by Mayor Doug Sprouse. **Pgs. 1-4**

8. **A Resolution** adopting the 2023 Washington County Hazard Mitigation Plan Update. Presented by Mayor Doug Sprouse. Pg. 5

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

A. **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 (R24-19) certain lands from Low/Medium Density Duplex District (MF-3) to Medium/High Density Multi-Family Residential District (MF-16), and declaring an emergency. Pgs. 6-10

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 (R24-21) certain lands from Agricultural District (A-1) to Institutional District (P-1), and declaring an emergency. Pgs. 11-15

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 (R24-22) certain lands from Agricultural District (A-1) to Low/Medium Density Multi-Family Residential District (MF-4), and declaring an emergency. Pgs. 16-21

D. **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 (R24-23) certain lands from Thoroughfare Commercial District (C-5) to General Commercial District (C-2), and declaring an emergency. Pgs. 22-26

E. **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 (R24-24) certain lands from Medium Density Multi-Family Residential District (MF-12) to Light Industrial District (I-1), and declaring an emergency. Pgs. 27-31

F. **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 (R24-26) certain lands from

Agricultural District (A-1) to Low Density Single Family Residential District (SF-1), and declaring an emergency. Pgs. 32-37

G. A Resolution approving a Conditional Use for Acabron Food Truck at 3054 W. Sunset Avenue as set forth in Ordinance No. 4030. Pgs. 38-41

10. **An Appeal** of the Planning Commission's denial of a variance request (B24-29) for a reduction of the rear setback from 20' to 6' and side setbacks from 8' to 6' in a Low/Medium Single Family Residential District (SF-2) at 3545 Julio Road. Pgs. 42-62

11. Finance Committee by Chairwoman Amelia Taldo – All item(s) forwarded from Committee with recommendation for approval.

A. A Resolution accepting the guaranteed maximum price for the construction of parking additions at CL "Charlie" & Willie George Park (2023 Bond Project No. 23BPP4). Presented by Colby Fulfer, Chief of Staff. Pgs. 63-84

B. A Resolution authorizing the Mayor and City Clerk to execute a Conveyance Agreement for the acquisition of land from Arkansas Food Systems, LLC, for the Senior Center Project, Bond Project No. 23BSC1. Presented by Ben Peters, Engineering Director. Pgs. 85-87

C. A Resolution authorizing the execution of a Professional Services Agreement for testing services on W. Emma Avenue Extension from 40th Street to 48th Street. Presented by Ben Peters, Engineering Director. Pgs. 88-103

12. Ordinance Committee by Chairman Mike Overton – All item(s) forwarded from Committee with recommendation for approval.

A. An Ordinance amending Chapter 107 of the Code of Ordinances of the City of Springdale, Arkansas. Presented by Chris Herrera, Engineering Department. Pgs. 104-117

B. An Ordinance amending Section 42-76 of the Code of Ordinances of the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney, and Chris Herrera, Engineering Department. Pgs. 118-119

13. Parks and Recreation Committee by Chairman Mike Lawson – **All item(s) forwarded from Committee with recommendation for approval.**

A. A Resolution authorizing the purchase of new pitching mats at J.B. Hunt Park (2023 Bond Project No. 23BPP6). Presented by Chad Wolf, Springdale Parks and Recreation Director.

Pgs. 120-122

14. **A Resolution** setting a hearing date on a petition to vacate a portion of Pursell Street. Presented by Ernest Cate, City Attorney.

Pgs. 123-124

15. **A Resolution** authorizing the execution of a lease agreement on property owned by the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. *PLEASE NOTE: Physical copies will be delivered before the meeting.*

16. Comments from Department Heads.

17. Comments from Council Members.

18. Comments from City Attorney.

19. Comments from Mayor.

20. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING AN APPOINTMENT
TO THE SPRINGDALE AIRPORT COMMISSION
OF THE CITY OF SPRINGDALE, ARKANSAS**

WHEREAS, Jason McMullan has stepped down from the Springdale Airport Commission with a term set to expire on July 1, 2024; and

WHEREAS, according to Section 18-26 of the Springdale Code of Ordinances, commissioners shall be appointed by the Mayor and confirmed by three-fourths of the elected City Council, and

WHEREAS, after consideration, the Springdale Airport Commission and the Mayor recommend the appointment of Mike Gawf to the Springdale Airport Commission, with a term beginning July 1, 2024; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Mike Gawf is hereby appointed to the Springdale Airport Commission with a term set to expire on July 1, 2029 is approved.

PASSED AND APPROVED this 25th day of June, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Mike Gawf

6134 Western Trails Dr.
Springdale, AR 72762
479-409-4945

Mayor Doug Sprouse
201 Spring Street
Springdale, AR 72764

May 31, 2024

Dear Mayor Sprouse,

I am writing to you today to express my interest in serving on the Springdale Airport Commission. Your appointment, for consideration by the Springdale City Council, would be greatly appreciated.

Attached is a copy of my abbreviated resume. To summarize, I have a private pilot's license (1991), degrees in Political Science (1993), and International Economics (1996), both from the University of Arkansas, Fayetteville. I have been employed by Rockline Industries since 1996, where I have held a variety of positions with increasing levels of responsibility. Although some of these positions were corporate level, I have always been based at the Springdale campus. Most recently, I was promoted to General Manager to lead our Springdale manufacturing operation.

My wife, Anna, and I relocated to Springdale from Fayetteville in 2004. Anna has taught in the Springdale School District since 1997. We have two daughters, one a graduate of Har-Ber and the other entering her senior year this fall.

Having lived in Northwest Arkansas since the early 1990s, I understand not only how this area has grown but the necessity of keeping our infrastructure ahead of that continued pace. I believe my work experience, team orientation, and vision of the future role Springdale can play in the NWA aviation community can be an asset to the Springdale Airport Commission. Your support in this endeavor would be greatly appreciated.

Best Regards,

Mike Gawf
General Manager
Rockline Industries
magawf@rocklineind.com

Summary

Result-oriented professional with over 25 years of progressive team leadership responsibility in manufacturing, sourcing, product development and sales. Areas of experience include Lean implementation, 5S (6S), SPC, manufacturing quality systems, vendor selection & certification, international joint venture agreements (manufacturing), FDA OTC & Cosmetics product design and business development.

Professional Experience

Rockline Industries, Sheboygan, WI 1996 to Present

General Manager – Rockline Industries, Springdale Manufacturing Facility – January 2024 to present

- Responsible to develop and maintain culture, systems and processes to ensure consistent production output and quality
- Direct reports include Operations, Quality, Engineering, Human Resources, Environmental Health & Safety, and Accounting departments

Business Development Director – Walmart & Sam's Club Support Team – Bentonville, AR – 2016 to December 2023

Sr. Sales Manager – Walmart & Sam's Club Support Team – Rogers, AR – 2015 to 2016

- Develop and maintain business relationship with Walmart and Sam's club for assigned categories
- Provide the liaison between internal and customer product development and regulatory teams to facilitate business growth
- Provide business analysis, market data and insights to guide customer decisions
- Work with internal operations, sourcing and logistics teams to identify and solve issues before they reach our customer or consumers
- Work with customer to develop forecast for S&OP

Category Manager – North American Marketing Team – Springdale, AR – 2011 to 2015

- Use knowledge of product designs and equipment capability to bridge the gap between our operations and sales teams
- Increased total equipment utilization by 5% within first year
- Designed in-and-out products to use redundant material directly impacting bottom line
- Responsible for Opening Price Point budget and P&L

Business Manager – Rockline Trading Division – Springdale, AR – 2003 to 2011

- Developed business plan and launched new operating division reporting to Sr. VP, responsible for creating new product opportunities through outsourcing
- Budget and P&L responsibility, exceeded \$15mm annually within 5 years, \$25mm by 2013
- Team of 8 direct reports, 7 US based, 1 HK based

- Responsible for partnership with HK based company with joint WOFE operating in China (PRC)
- Responsible for overall relationship with multiple contract suppliers in US, EU, China, Japan, South Korea, Brazil, Mexico and India

Capacity Planner/Analyst– Rockline Corporate – Springdale, AR – 2000 to 2003

- Responsible for global wet wipe capacity planning
- Modeled economic impact of new business and presented operational plans to senior leadership
- Assigned to ERP selection/implementation team - forecasting, scheduling and logistics modules

Production Scheduling Manager – Rockline NWA – Springdale, AR – 1999 to 2000

- Special assignment reporting to Operations Manager with goals of identifying a permanent Production Scheduling Manager and automating the production scheduling process
- Project was successful within 1 year, automation work flowed into ERP system selection

Asst. Shift Supervisor – Rockline NWA – Springdale, AR – 1997 to 1999

Asst. Line Supervisor – Rockline NWA – Springdale, AR – 1996 to 1997

Education

University of Arkansas, Fayetteville – B.A. International Economics, May 1996

University of Arkansas, Fayetteville – B.A. Political Science, May 1993

Certifications & Interest

Lean Manufacturing Training – 1997

5S (6S) Training – 1997

Private Pilot License – 1991

PADI Open Water Scuba Certification - 1994

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2023 WASHINGTON COUNTY
HAZARD MITIGATION PLAN UPDATE**

WHEREAS, the City Council of the City of Springdale recognizes the threat that natural hazards pose to people and property within its jurisdiction; and

WHEREAS, the City of Springdale has prepared a multi-hazard mitigation plan, hereby known as 2023 Washington County Hazard Mitigation Plan update in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, 2023 Washington County Hazard Mitigation Plan update identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in its jurisdiction from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City of Springdale demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 Washington County Hazard Mitigation Plan update

NOW THEREFORE, BE IT RESOLVED BY THE City of Springdale, Arkansas, THAT:

The City of Springdale adopts the 2023 Washington County Hazard Mitigation Plan update. While content related to the City of Springdale may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the City of Springdale to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

PASSED AND APPROVED this 25th day of June, 2024.

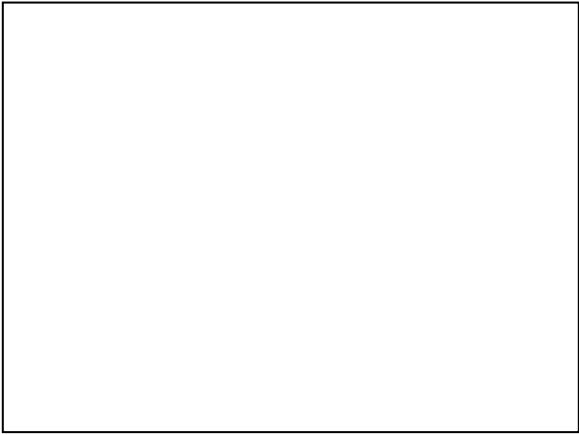
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-19) CERTAIN LANDS FROM LOW/MEDIUM DENSITY DUPLEX DISTRICT (MF-3) TO MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16). WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of June 4, 2024, for hearing the matter of Elder-Jones Construction, LLC a petition requesting that the following described tract of real estate be rezoned from Low/Medium Density Duplex District (MF-3) to Medium/High Density Multi-Family Residential District (MF-16).

Layman’s Description: South of E. Emma Avenue & West of Hayfield Avenue

Legal Description:

**PART OF THE SW ¼ OF THE SE ¼ OF SECTION 31, T-18-N, R-29-W, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF THE SW¼ OF THE SE¼, THENCE COINCIDENT WITH THE NORTHERN LINE OF SAID SW¼ OF THE SE¼, S 87°33'45" E, 400.00 FEET TO A POINT, THENCE LEAVING SAID NORTHERN LINE, S 02°05'28" W, 555.10 FEET TO THE TRUE POINT OF BEGINNING; THENCE S87°33'55" E, FOR A DISTANCE OF 587.48 FEET TO A POINT; THENCE S 00°53'20" W, FOR A DISTANCE OF 762.58 FEET TO THE SOUTHERN LINE OF SAID SW¼ OF THE SE¼ OF SECTION 31; THENCE COINCIDENT WITH SAID SOUTHERN LINE, N 87°37'29"W, FOR A DISTANCE OF 583.48 FEET TO A POINT; THENCE LEAVING SAID SOUTHERN LINE,**

N 02°05'28" E, FOR A DISTANCE OF 762.92 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.08 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EXISTING EASEMENTS, COVENANTS, RESTRICTIONS, OR RIGHTS-OF-WAYS OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-19) from Low/Medium Density Duplex District (MF-3) to Medium/High Density Multi-Family Residential District (MF-16) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Low/Medium Density Duplex District (MF-3) to Medium/High Density Multi-Family Residential District (MF-16).

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

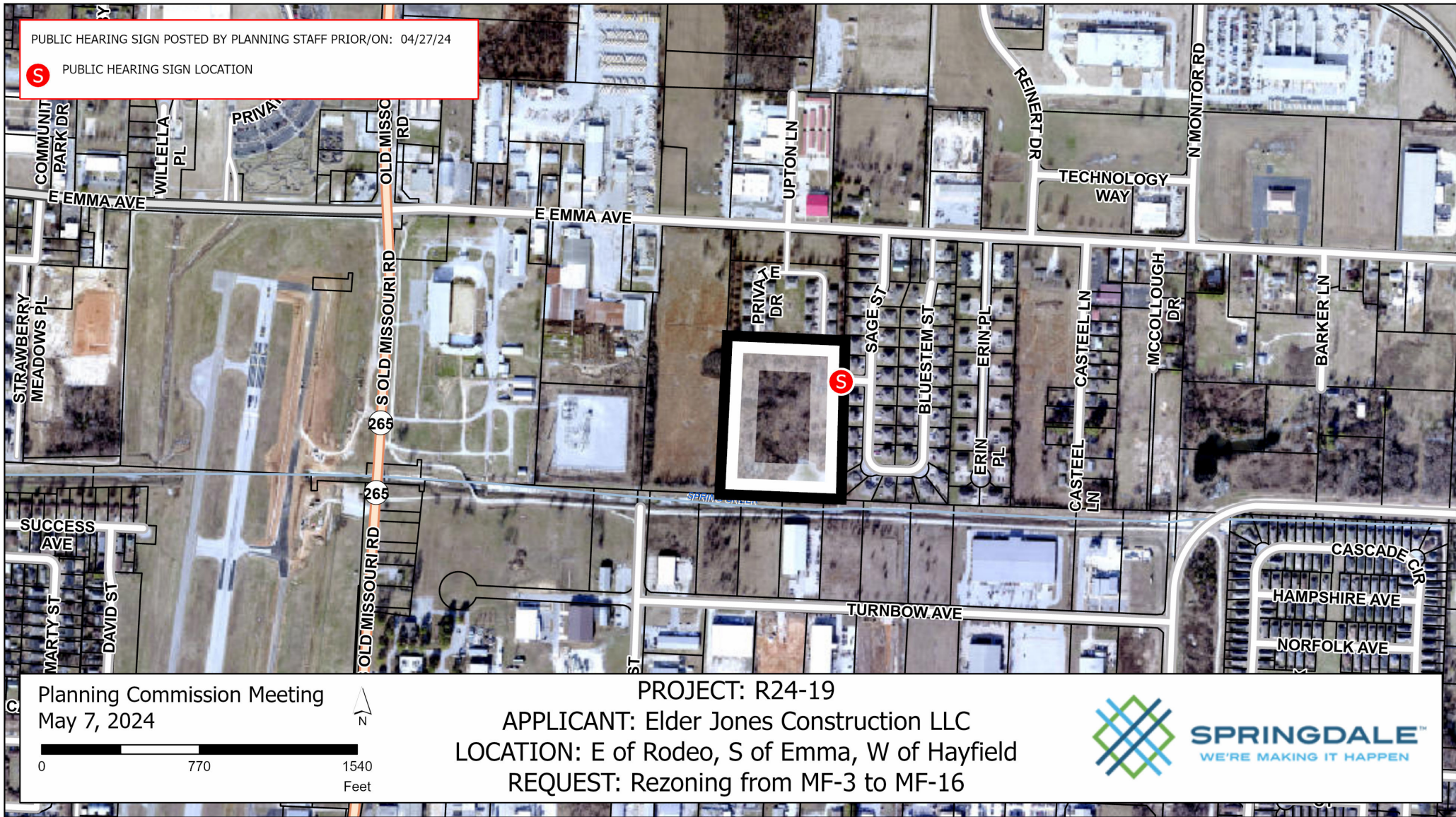
APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/27/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
May 7, 2024

0 770 1540
Feet

PROJECT: R24-19

APPLICANT: Elder Jones Construction LLC

LOCATION: E of Rodeo, S of Emma, W of Hayfield

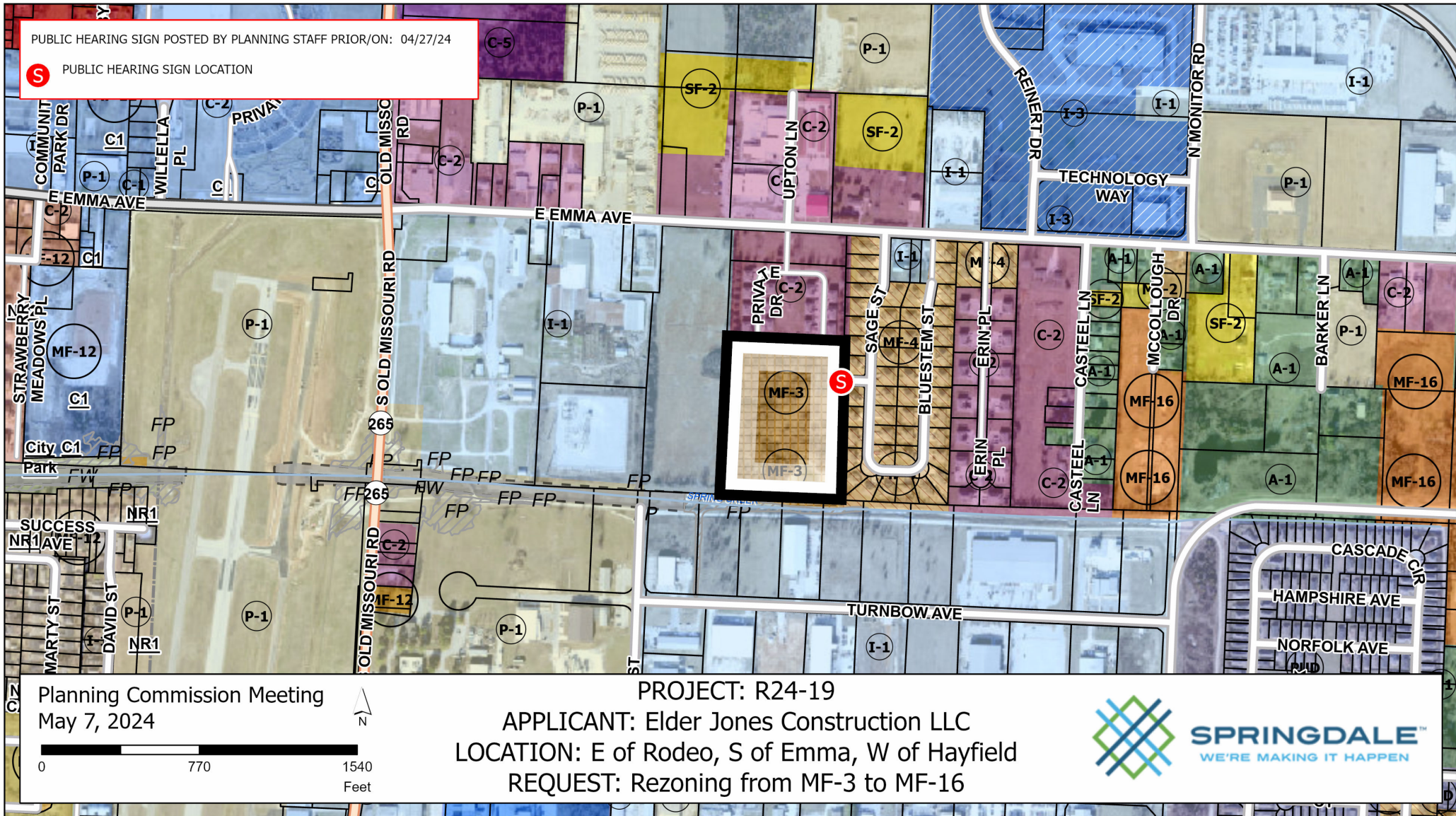
REQUEST: Rezoning from MF-3 to MF-16



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/27/24



PUBLIC HEARING SIGN LOCATION



PROJECT: R24-19

APPLICANT: Elder Jones Construction LLC

LOCATION: E of Rodeo, S of Emma, W of Hayfield

REQUEST: Rezoning from MF-3 to MF-16

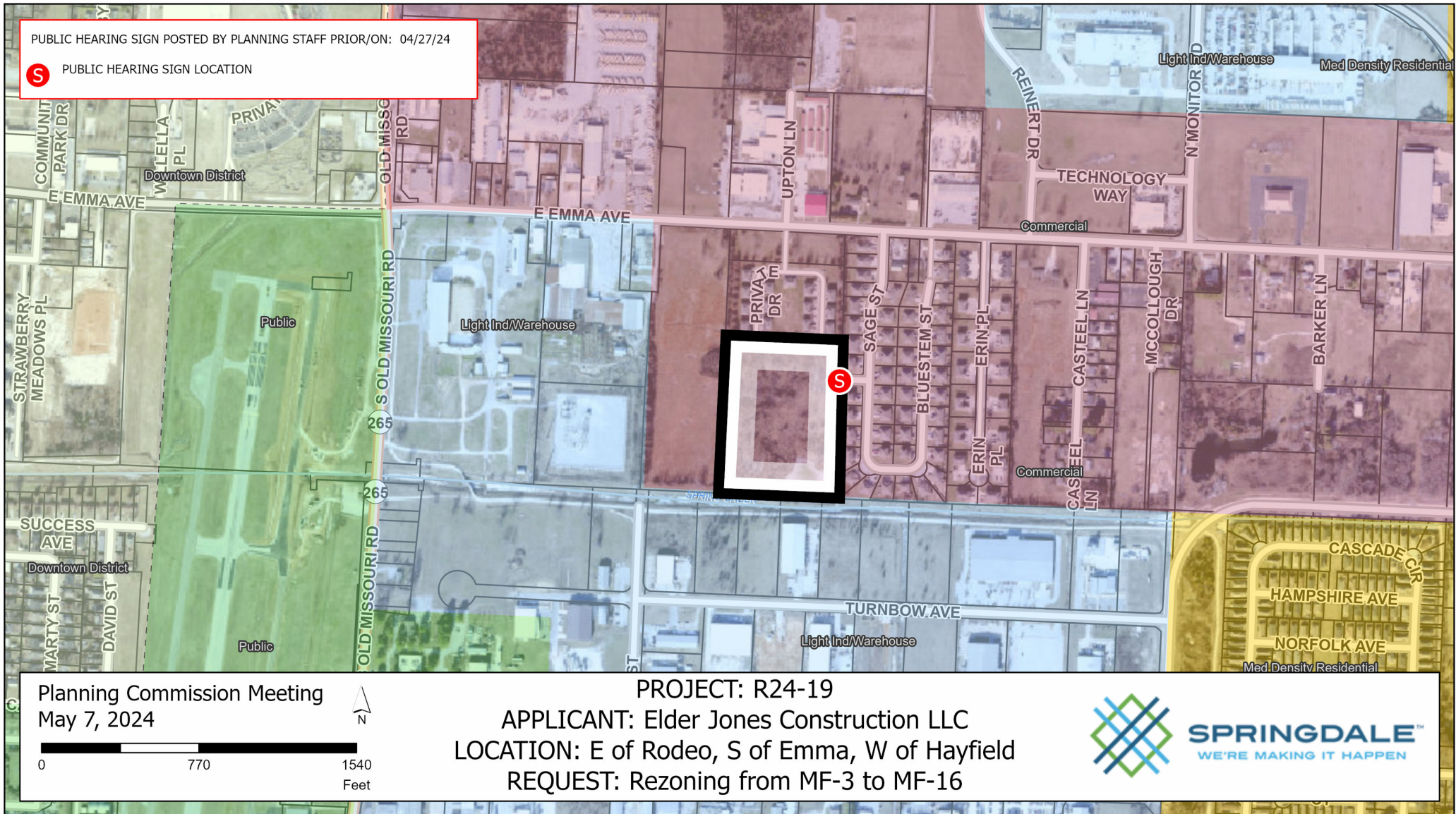


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PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 04/27/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
May 7, 2024

0 770 1540
Feet

PROJECT: R24-19

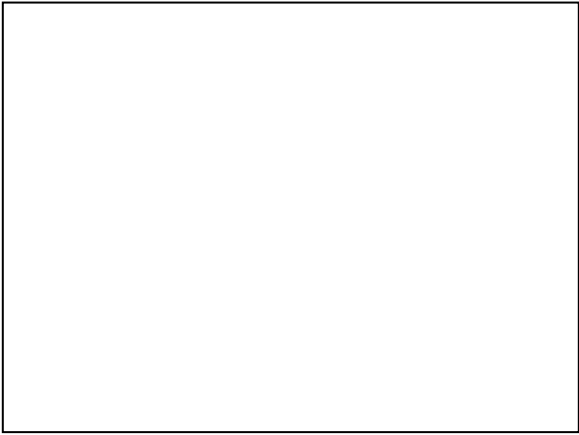
APPLICANT: Elder Jones Construction LLC

LOCATION: E of Rodeo, S of Emma, W of Hayfield

REQUEST: Rezoning from MF-3 to MF-16



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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 (R24-21) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO INSTITUTIONAL DISTRICT (P-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of June 4, 2024, for hearing the matter of the City of Springdale a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Institutional District (P-1).

Layman’s Description: 3377 W. Huntsville Ave

Legal Description:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS S89°50'18"W 396.00 FEET FROM THE NORTHEAST CORNER OF SAID 40 ACRE TRACT, AND RUNNING THENCE S00°10'43" W 449.11 FEET, THENCE S89°50'18" W 429.16 FEET, THENCE N00°09'42"W 199.11 FEET, THENCE N00°31'19" W 250.00 FEET, THENCE N89°50'18" E 433.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.43 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN STREET RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO A 25-FOOT-WIDE ACCESS EASEMENT ON THE EAST AND WEST SIDE OF HEREIN DESCRIBED TRACT, AND SUBJECT TO THAT PORTION IN UTILITY EASEMENTS OF RECORD. BEING THE SAME LANDS DESIGNATED AS TRACT A-1 ON LOT SPLIT FILED FOR RECORD AS FILE 2000-00085370, RECORDS OF WASHINGTON COUNTY, ARKANSAS.

SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-21) from Agricultural District (A-1) to Institutional District (P-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Agricultural District (A-1) to Institutional District (P-1).

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: 05/25/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024

0 500 1000
Feet

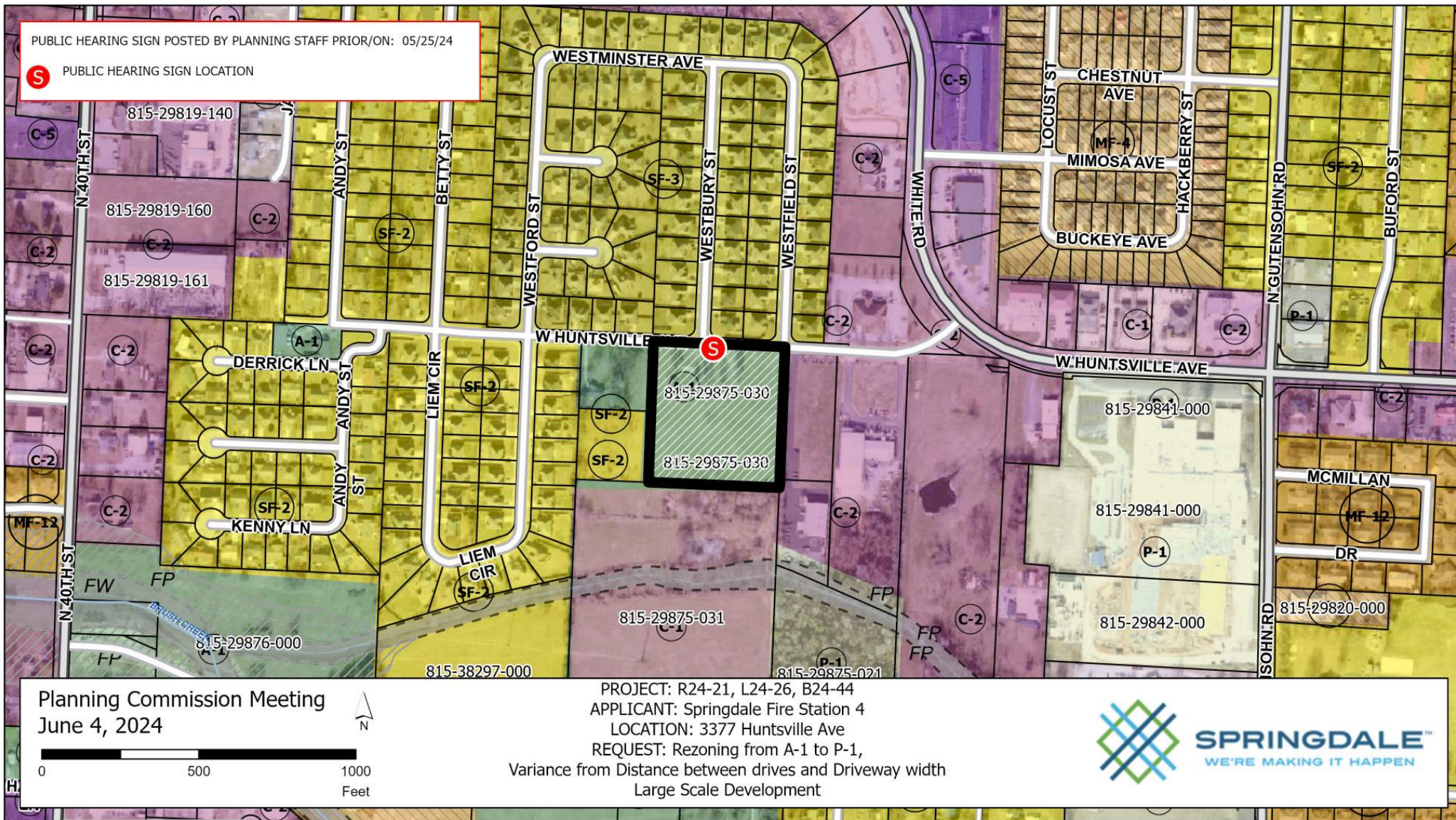
PROJECT: R24-21, L24-26, B24-44
APPLICANT: Springdale Fire Station 4
LOCATION: 3377 Huntsville Ave
REQUEST: Rezoning from A-1 to P-1,
Variance from Distance between drives and Driveway width
Large Scale Development



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024

0 500 1000
Feet

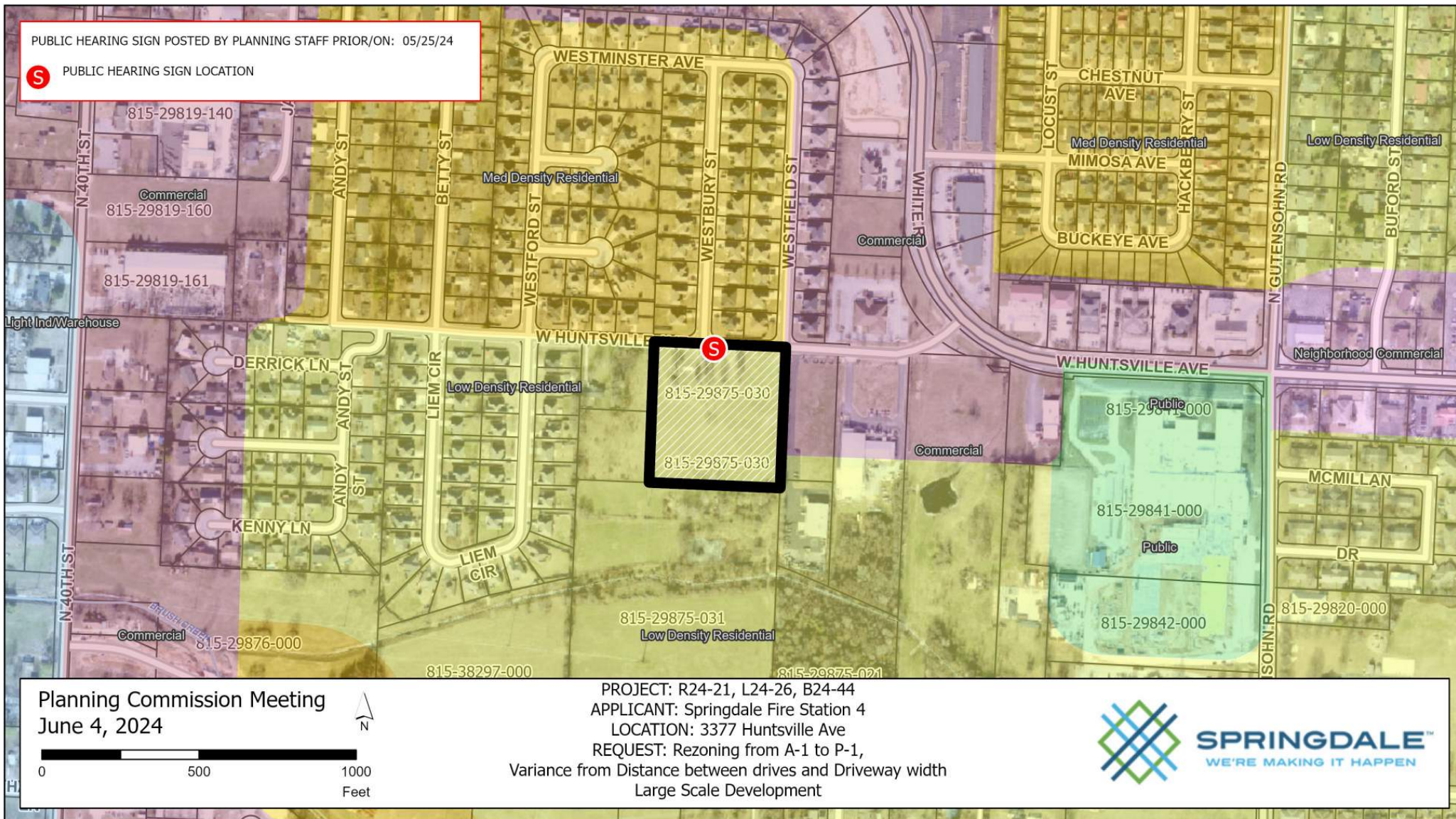
PROJECT: R24-21, L24-26, B24-44
APPLICANT: Springdale Fire Station 4
LOCATION: 3377 Huntsville Ave
REQUEST: Rezoning from A-1 to P-1,
Variance from Distance between drives and Driveway width
Large Scale Development



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PUBLIC HEARING SIGN LOCATION



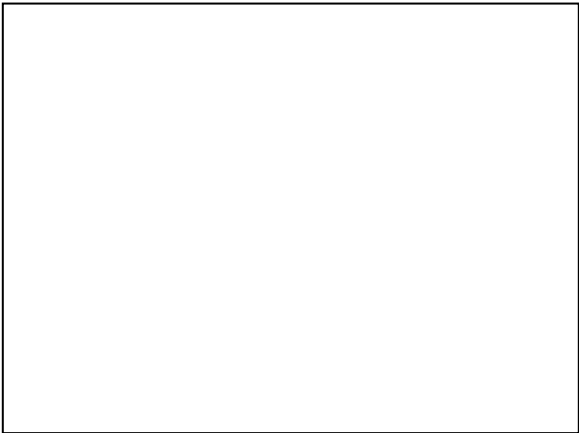
Planning Commission Meeting
June 4, 2024



PROJECT: R24-21, L24-26, B24-44
APPLICANT: Springdale Fire Station 4
LOCATION: 3377 Huntsville Ave
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Variance from Distance between drives and Driveway width
Large Scale Development



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 (R24-22) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-4) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of June 4, 2024, for hearing the matter of Talebi Properties, LLC a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Low/Medium Density Multi-Family Residential District (MF-4).

Layman’s Description: 2377 S. 48th Street & 2417 S. 48th Street

Legal Description:

PART OF THE S¹/₂ OF THE NW¹/₄ OF THE NE¹/₄ OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 26.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID 20 ACRE TRACT, THENCE NORTH 210 FEET, THENCE EAST 210 FEET, THENCE SOUTH 210 FEET; THENCE WEST 210 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.00 ACRE, MORE OR LESS.

PART OF THE S¹/₂ OF THE NW¹/₄ OF THE NE¹/₄, AND PART OF THE N¹/₂ OF THE SW¹/₄ OF THE NE¹/₄, AND SECTION 9, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 476.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE N¹/₂ OF THE SW¹/₄ OF THE SAID NE¹/₄; THENCE NORTH 210 FEET, THENCE EAST 210

FEET, THENCE SOUTH 210 FEET; THENCE WEST 210 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.00 ACRE, MORE OR LESS.

PART OF THE NW¼ OF THE NW¼ OF SECTION 9, TOWNSHIP 16 NORTH, RANGE 30 WEST OF 5TH P.M., WASHINGTON COUNTY, ARKANSAS, TO-WIT:

BEGINNING AT A POINT ON THE SOUTH SIDE OF LAWSON STREET, WHICH IS 1090.71 FEET SOUTH AND 174.37 FEET EAST OF THE NORTHWEST CORNER OF ABOVE MENTIONED 40 ACRE TRACT; THENCE EAST ALONG THE SOUTH SIDE OF LAWSON STREET, 95 FEET; THENCE SOUTH 90 FEET; THENCE WEST 95 FEET; THENCE NORTH 90 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THE COVENANTS, EASEMENTS, RIGHTS-OF-WAY, AND OTHER RESTRICTIONS 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 recommends to the Springdale City Council that the area described herein should be rezoned (R24-22) from Agricultural District (A-1) to Low/Medium Density Multi-Family Residential District (MF-4) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Agricultural District (A-1) to Low/Medium Density Multi-Family Residential District (MF-4).

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

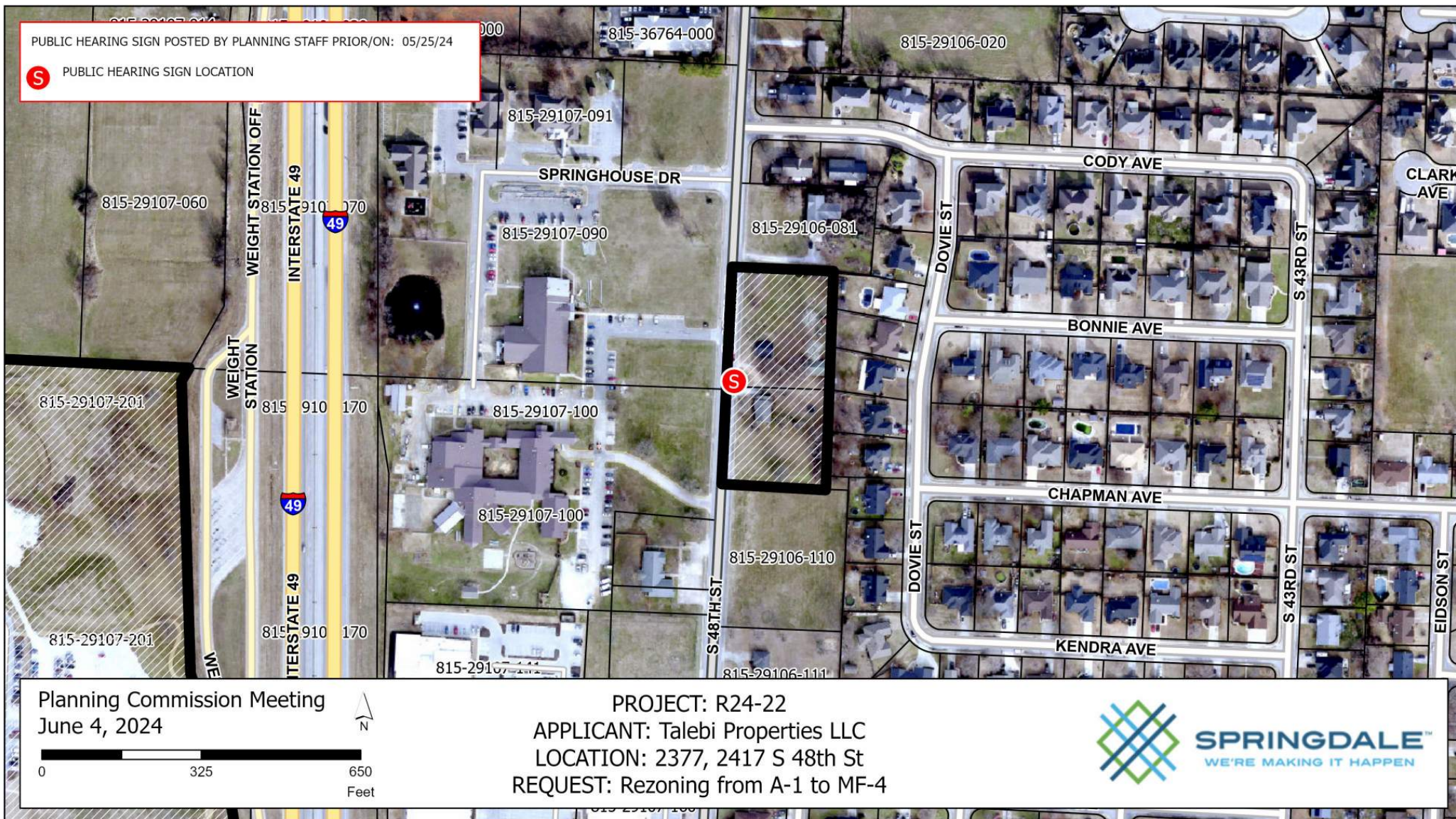
APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024



0 325 650
Feet

PROJECT: R24-22
APPLICANT: Talebi Properties LLC
LOCATION: 2377, 2417 S 48th St
REQUEST: Rezoning from A-1 to MF-4



SPRINGDALE
WE'RE MAKING IT HAPPEN

 PUBLIC HEARING SIGN LOCATION

S

815-29107-060
Regional Commercial

815-29107-201

WEIGHT
STATION

INTERSTATE 49⁵

49

815-29167-201 Regional Commercial



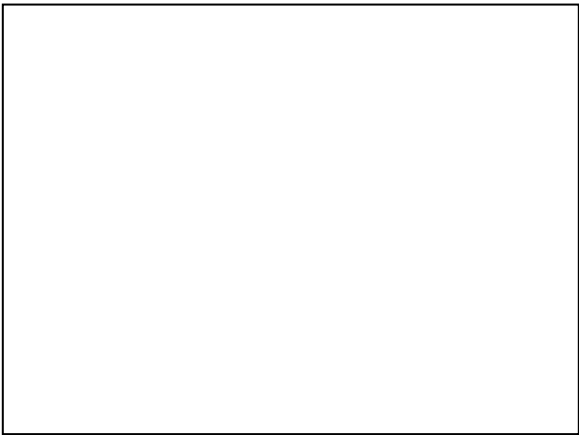
rest

 Δ

0 325 650
Feet



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 (R24-23) CERTAIN LANDS FROM THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of June 4, 2024, for hearing the matter of Sam’s Real Estate Business Trust a petition requesting that the following described tract of real estate be rezoned from Thoroughfare Commercial District (C-5) to General Commercial District (C-2).

Layman’s Description: North East of Members Lane

Legal Description:

LOT 2, BLOCK 4, SAM’S CLUB ADDITION, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS BEING A REPLAT OF LOT 1 B, BLOCK 4, SAM’S CLUB ADDITION, SPRINGDALE, WASHINGTON COUNTY ARKANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, SAM’S CLUB ADDITION, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS; THENCE NORTH 03°16’33” EAST ALONG THE EAST LINE THEREOF A DISTANCE of 217.13 FEET; THENCE SOUTH 86°43’17” EAST LEAVING SAID EAST LINE A DISTANCE OF 216.40 FEET TO A POINT ON THE WEST LINE OF AN EASEMENT FOR THE DETENTION POND; THENCE SOUTH 03°15’41” WEST ALONG SAID LINE A DISTANCE OF 217.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MEMBERS LANE; THENCE NORTH 86°44’11” WEST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 216.45 FEET TO THE POINT OF BEGINNING. CONTAINING 1.08 ACRES, MORE OR LESS.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-23) from Thoroughfare Commercial District (C-5) to General Commercial District (C-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Thoroughfare Commercial District (C-5) to General Commercial District (C-2) zone.

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: 05/25/24



PUBLIC HEARING SIGN LOCATION

815-30824-002

815-30827-000

815-30830-000

815-39745-000

815-39752-001

815-39752-001

815-39752-000

815-30074-042

815-30074-000

815-30072-001

815-30072-001

815-30075-000

815-30071-000

815-30071-011

Planning Commission Meeting
June 4, 2024



0 325 650
Feet

PROJECT: R24-23 & B24-42
APPLICANT: Sam's Real Estate Business Trust,
Christian Brothers Automotive
LOCATION: SE of Members Lane
REQUEST: Rezoning from C-5 to C-2
Variance for Commercial Design Standards



SPRINGDALE
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION

815-30824-002

815-30827-000

815-30830-000

815-39745-000

815-39752-001

815-39752-001

815-39752-000

815-30074-042

815-30071-000

815-30074-000

815-30072-001

815-30072-001

815-30075-000

Planning Commission Meeting
June 4, 2024



0 325 650
Feet

PROJECT: R24-23 & B24-42
APPLICANT: Sam's Real Estate Business Trust,
Christian Brothers Automotive
LOCATION: SE of Members Lane
REQUEST: Rezoning from C-5 to C-2
Variance for Commercial Design Standards



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PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION

815-30824-002

815-30827-000

Public

815-30830-000

Med Density Residential

S.GENE GEORGE BLVD

S.GENE GEORGE BLVD

MEMBERS LN

PRIVATE DR

Regional Commercial

815-39752-001

815-39752-001

Regional Commercial

815-39752-000

EXIT 72S ON RAMP

INTERSTATE 49

EXIT 72N OFF RAMP

EXIT 72N OFF RAMP

STATE 49



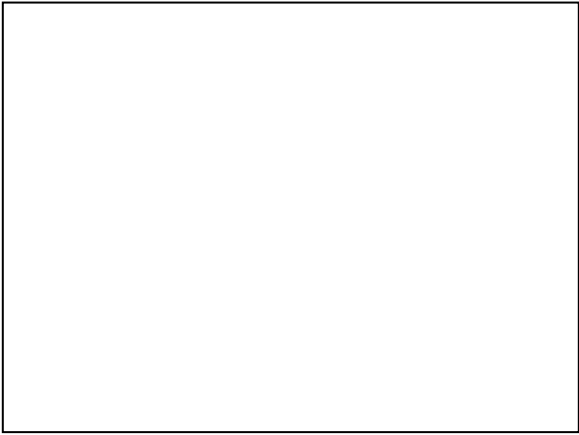
SPRINGDALE™
WE'RE MAKING IT HAPPEN

Planning Commission Meeting
June 4, 2024



0 325 650
Feet

PROJECT: R24-23 & B24-42
APPLICANT: Sam's Real Estate Business Trust,
Christian Brothers Automotive
LOCATION: SE of Members Lane
REQUEST: Rezoning from C-5 to C-2
Variance for Commercial Design Standards



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 (R24-24) CERTAIN LANDS FROM MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) TO LIGHT INDUSTRIAL DISTRICT (I-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of June 4, 2024, for hearing the matter of Valentin Delpilar a petition requesting that the following described tract of real estate be rezoned from Medium Density Multi-Family Residential District (MF-12) to Light Industrial District (I-1).

Layman’s Description: 1205 Crutcher Street

Legal Description:

ALL THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF WASHINGTON AND THE STATE OF ARKANSAS KNOWN AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF (N-1/2) OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION ONE (1) IN TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, FOR A BEGINNING CORNER AND RUNNING THENCE NORTH 63 FEET; THENCE EAST 174 FEET; THENCE SOUTH 63 FEET; THENCE WEST 174 FEET TO THE BEGINNING.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-24) from Medium Density Multi-Family Residential District (MF-12) to Light Industrial District (I-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

From Medium Density Multi-Family Residential District (MF-12) to Light Industrial District (I-1) zone.

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

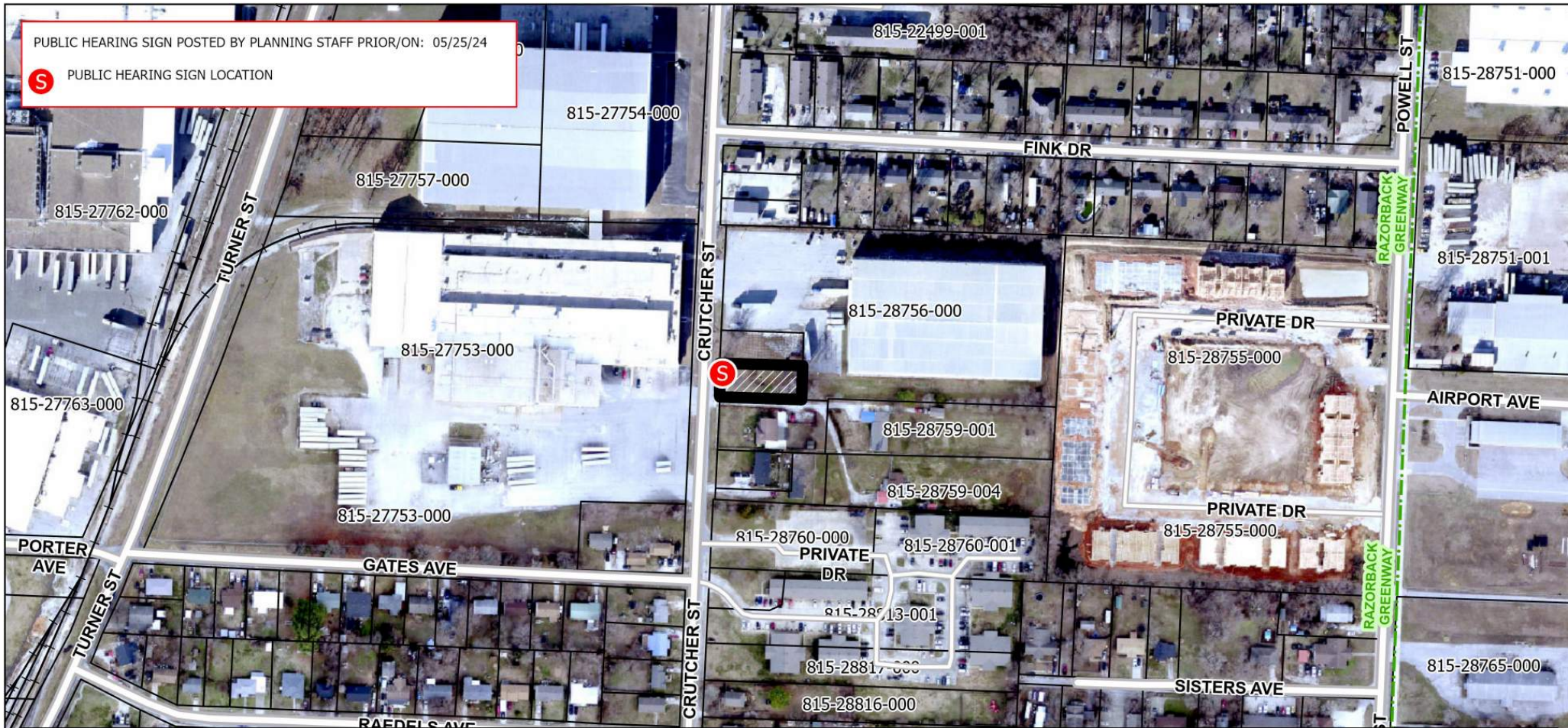
APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024



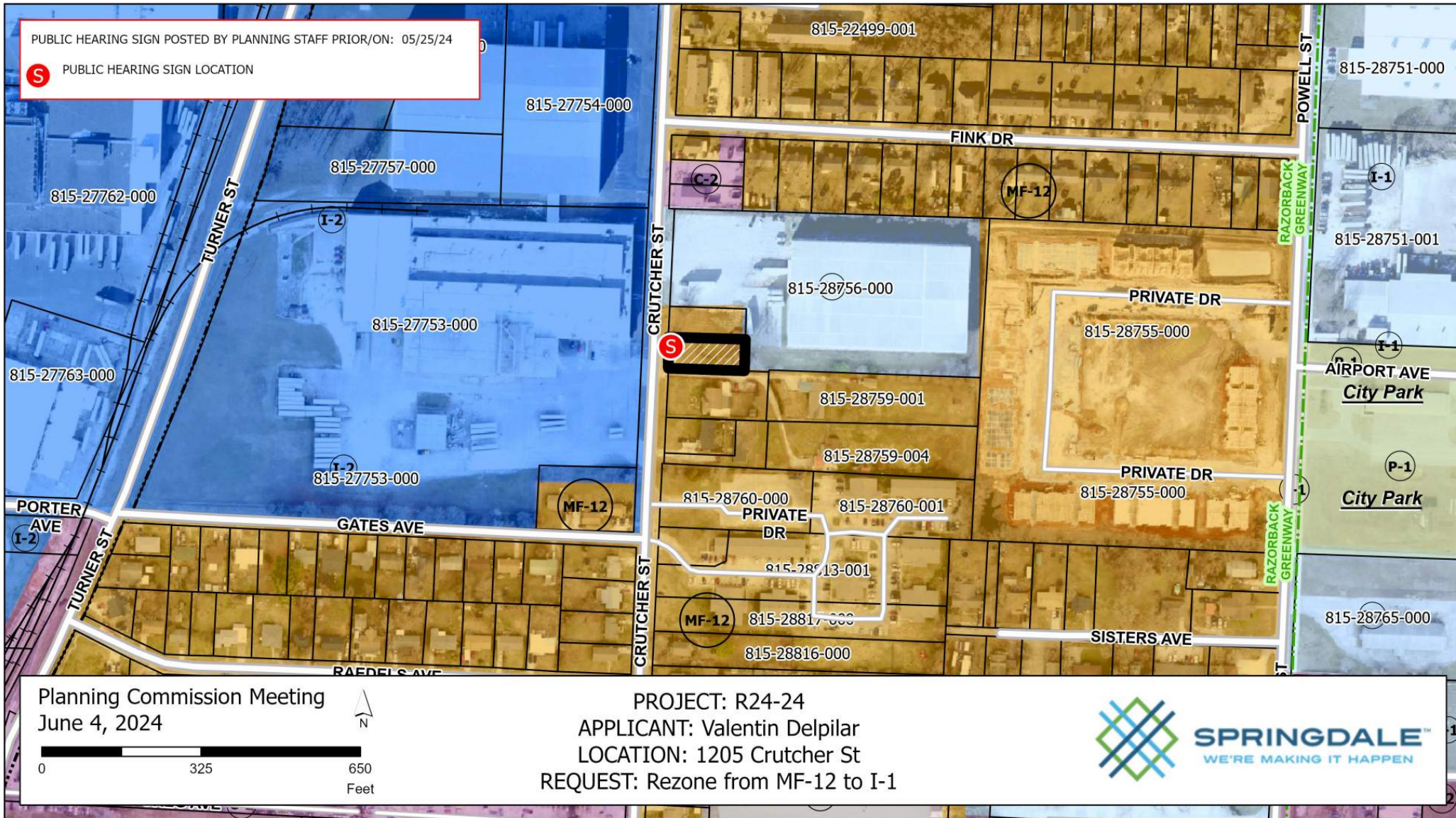
PROJECT: R24-24
APPLICANT: Valentin Delpilar
LOCATION: 1205 Crutcher St
REQUEST: Rezone from MF-12 to I-1



PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024



0 325 650
Feet

PROJECT: R24-24
APPLICANT: Valentin Delpilar
LOCATION: 1205 Crutcher St
REQUEST: Rezone from MF-12 to I-1



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S

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24

S PUBLIC HEARING SIGN LOCATION

815-22499-001
Med Density Residential

815-27754-000

815-27757-000

815-27762-000

815-27763-000

815-27753-000

815-27753-000

815-28756-000

815-28759-001

815-28759-004

815-28760-000

815-28760-001

815-28765-000

815-28817-000

815-28816-000

815-28755-000

815-28755-000

815-28751-000

815-28751-001

815-28765-000

TURNER ST

PORTER AVE

GATES AVE

RAEDER AVE

CRUTCHER ST

FINK DR

PRIVATE DR

PRIVATE DR

SISTERS AVE

POWELL ST

RAZORBACK GREENWAY

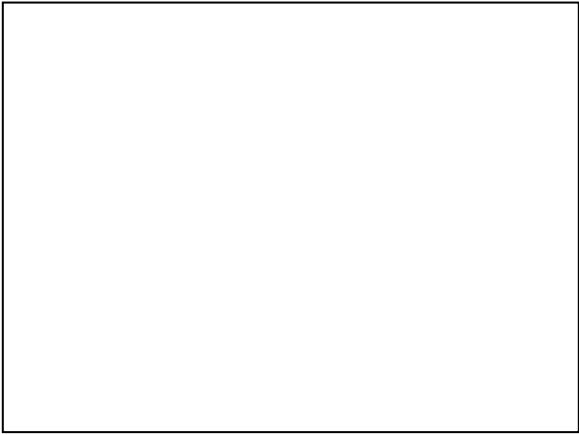
RAZORBACK GREENWAY

Light Ind/Warehouse

Light Ind/Warehouse

PROJECT: R24-24
APPLICANT: Valentin Delpilar
LOCATION: 1205 Crutcher St
REQUEST: Rezone from MF-12 to I-1





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 (R24-26) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW-DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of June 4, 2024, for hearing the matter of the Marena Glur Recovable Trust and the Timothy & Roberta Weiss Trust a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Low-Density Single Family Residential District (SF-1).

Layman’s Description: 5065 & 5087 Bob Mills Road

Legal Description:

A PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING AN EXISTING IRON REBAR; THENCE S87°10'53"E 549.93 FEET ALONG THE NORTH LINE OF SAID 40 ACRE TRACT TO A POINT; THENCE LEAVING THE NORTH LINE OF SAID 40 ACRE TRACT, S22°09'45"W 82.96 FEET; THENCE S13°36'53"W 155.41 FEET TO THE NORTHWEST CORNER OF WASHINGTON COUNTY LAND PARCEL 815-29790-065 FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING IN BOB MILLS ROAD AND FROM WHICH AN EXISTING REFERENCE IRON W/PLS CAP 118 BEARS S87°10'39"E 27.03 FEET; THENCE LEAVING SAID ROAD, S87°10'39"E 253.47 FEET TO AN EXISTING IRON REBAR W/PLS CAP 1181; THENCE S07°59'09"W 113.13 FEET TO AN EXISTING IRON REBAR W/PLS CAP 1181; THENCE S08°03'34"W 113.13 FEET TO AN EXISTING IRON REBAR W/PLS CAP 1181; THENCE N86°58'06"W 47.25 FEET TO AN EXISTING IRON REBAR

W/PLS CAP 1181; THENCE N07°55'17"E 112.94 FEET ALONG THE BOUNDARY OF SAID LAND PARCEL 815-29790-065 TO AN EXISTING IRON REBAR W/PLS CAP 1181; THENCE N87°08'59"W 215.04 FEET TO A POINT ON THE WEST SIDE OF SAID BOB MILLS ROAD AND FROM WHICH AN EXISTING REFERENCE IRON W/PLS CAP 1659 ON THE EAST SIDE OF SAID ROAD BEARS S87°10'39"E 41.54 FEET; THENCE N09°48'24"E 33.85 FEET ALONG THE WEST SIDE OF SAID ROAD TO AN EXISTING IRON REBAR W/CAP 1659; THENCE N13°42'13"E 80.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.79 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED 0.79 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF BOB MILLS ROAD AND ANY OTHER EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

AND

A PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 40 ACRE TRACT, SAID POINT BEING AN EXISTING IRON REBAR; THENCE S87°10'53"E 549.93 FEET ALONG THE NORTH LINE OF SAID 40 ACRE TRACT TO A POINT; THENCE LEAVING THE NORTH LINE OF SAID 40 ACRE TRACT, S22°09'45"W 82.96 FEET; THENCE S13°36'53"W 155.41 FEET TO THE NORTHWEST CORNER OF WASHINGTON COUNTY LAND PARCEL 815-29790-065; THENCE S13°42'13"W 80.40 FEET ALONG THE WEST BOUNDARY OF SAID LAND PARCEL 815-29790-065 TO AN EXISTING IRON REBAR W/PLS CAP 1659; THENCE S09°48'24"W 33.85 FEET ALONG THE WEST BOUNDARY OF SAID LAND PARCEL 815-29790-065 TO AN EXISTING CHISELED 'X' IN A CONCRETE DRIVE ON THE WEST SIDE OF BOB MILLS ROAD FOR THE TRUE POINT OF BEGINNING AND FROM WHICH AN EXISTING REFERENCE IRON W/PLS CAP 1659 ON THE EAST SIDE OF SAID ROAD BEARS S87°08'59"E 41.54 FEET; THENCE LEAVING THE WEST SIDE OF SAID ROAD, S87°08'59"E 215.04 FEET ALONG THE BOUNDARY OF SAID LAND PARCEL 815-29790-065 TO AN EXISTING IRON REBAR W/PLS CAP 1181; THENCE S07°55'17"W 112.94 FEET ALONG THE BOUNDARY OF SAID LAND PARCEL 815-29790-065 TO AN EXISTING IRON REBAR W/PLS CAP 1181; THENCE N87°10'39"W 220.02 FEET TO A POINT ON THE WEST SIDE OF SAID BOB MILLS ROAD AND FROM WHICH AN EXISTING REFERENCE IRON W/PLS CAP 1005 ON THE EAST SIDE OF SAID ROAD BEARS S87°10'39"E 44.98 FEET; THENCE N10°24'58"E 113.60 FEET ALONG THE WEST SIDE OF SAID ROAD TO THE POINT OF BEGINNING, CONTAINING 0.56 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED 0.56 ACRE TRACT BEING SUBJECT TO THE RIGHT-OF-WAY OF BOB MILLS ROAD AND ANY OTHER EASEMENTS AND/OR RIGHTS-OF-WAY WHETHER OR NOT OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-26) from Agricultural District (A-1) to Low-Density Single Family Residential District (SF-1) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable 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 by rezoning the above-described tract of real estate as follows:

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

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: 05/25/24



PUBLIC HEARING SIGN LOCATION

815-29790-046

815-29790-017

815-29790-016

815-29790-025

815-29790-019

815-29790-012

815-29790-011

815-29790-020

815 978 437

815-29789-430

FALCON RD

815-29790-120

815-29790-115

815-29790-110

815-29790-064

815-29790-061

815-29790-063

815-29790-065

815-29790-061

815-29790-075

815-29790-120

815-29790-115

815-29790-110

BOB MILLS RD

BURLINGTON DR

TAILWINDS DR

815-29790-063

815-29790-061

815-29790-080

815-29789-510

815 978 508

815-39274-000

Planning Commission Meeting
June 4, 2024



0

325

650

Feet

PROJECT: R24-26 & B24-50

APPLICANT: Marena Glur; Timothy & Roberta Weiss Trust

LOCATION: 5065, 5087 Bob Mills Rd

REQUEST: Rezone from A-1 to SF-1

Variance for Setback Reductions



SPRINGDALE™
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815-297-90-046

815-29790-017

815-29790-016



SF-2

815-29790-025 (A-1) 815-29790-019

815-29790-012

815-29790-011

815-29790-020

815 978 437

(A-1)
811 20780 430

FALCON RD

815-297-90-046

815-29790-025 (A-1) 815-29790-019

815-29790-012

815-29790-011

815-29790-020

815 978 437

(A-1)
811 20780 430

FALCON RD

815-29790-120

815-29790115

815-29790-110

815-29790-064

815-29790-061

815-29790-063

815-29790-065

815-29790-061

815-29790-075

BOB MILLS RD

BURLINGTON DR

TAILWINDS DR

815-297-9000

815-29790-0

815-29790-080

815-39274-000

0 325 650
Feet

Variance for Setback Reductions

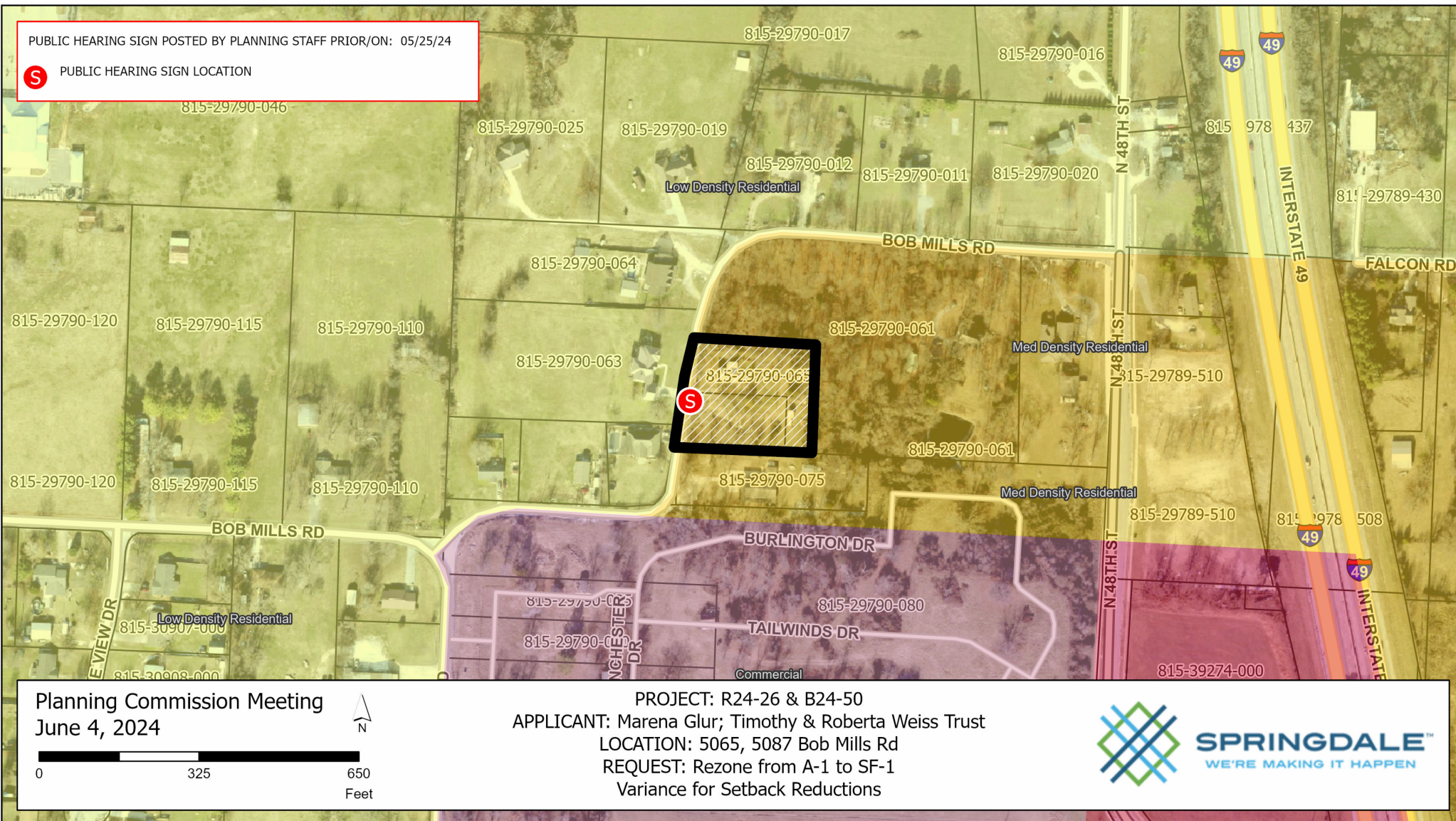


SPRINGDALE™
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
June 4, 2024



0 325 650
Feet

PROJECT: R24-26 & B24-50
APPLICANT: Marena Glur; Timothy & Roberta Weiss Trust
LOCATION: 5065, 5087 Bob Mills Rd
REQUEST: Rezone from A-1 to SF-1
Variance for Setback Reductions



SPRINGDALE™
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE
(C24-07) FOR ACABRON FOOD TRUCK AT 3054 W.
SUNSET AVENUE AS SET FORTH IN ORDINANCE NO.
4030**

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

WHEREAS, the Planning Commission held a public hearing on June 4th, 2024, on a request by Valente Reyes for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of nine (9) yeases and zero (0) no's recommends that a Conditional Use be granted to Acabron Food Truck with the following conditions:

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:

- a) Operate between the hours of 10:00 p.m. and 7:00 a.m.
- b) No obstruction of parking spaces required for the operation of any other use on the site.
- c) Maintain on the site a minimum of three parking spaces designated for their use.
- d) If a health certificate is required, display the health certificate in a manner visible to customers
- e) No obstruction of pedestrian or motor vehicle traffic flow.
- f) No obstruction of traffic signals or regulatory signs.
- g) No vending upon a public way.
- h) No sound device that produces a loud and raucous noise in violation of City Ordinance, or violates any other City Ordinances in connection with the vending operation.
- i) Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand is collected and deposited into a trash container.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

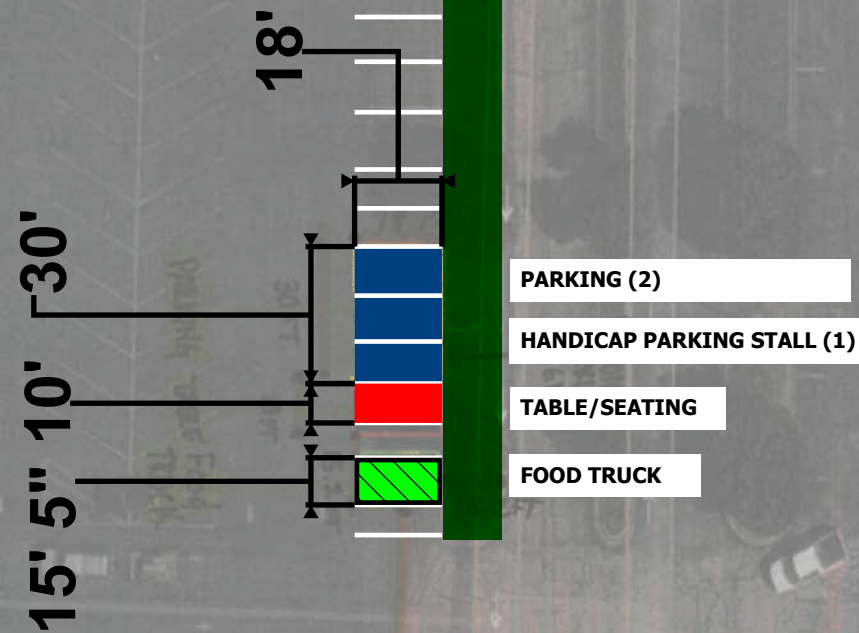
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



W SUNSET AVE

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION

815-29037-000

815-29021-005

815-29024-000

815-29021-000

CLAYTON ST

815-29036-000

815-29035-000

815-29028-000

815-29021-000

815-29027-001

815-29025-000

815-29027-001

815-29025-000

W SUNSET AVE

CLAYTON ST

815-29093-000

815-29093-020

815-29080-001

815-29081-000

815-34334-000

815-34335-000

815-34336-000

HN RD

Planning Commission Meeting
June 4, 2024



0 200 400
Feet

PROJECT: C24-07

APPLICANT: Valente Reyes, Acabron Food Truck

LOCATION: 3054 W Sunset Ave

REQUEST: Use unit 44 (Mobile Vending) in a C-2



SPRINGDALE
WE'RE MAKING IT HAPPEN

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 05/25/24



PUBLIC HEARING SIGN LOCATION

815-29037-000

815-29021-005

C-2

815-29021-000

815-29024-000

815-29036-000

815-29035-000

815-29028-000

815-29021-000



815-29027-001

815-29025-000

815-29027-001

815-29025-000

W. SUNSET AVE

815-29093-000

815-29093-020

815-29080-001

815-29081-000

815-34334-000

815-34335-000

815-34336-000

Planning Commission Meeting
June 4, 2024



0 200 400
Feet

PROJECT: C24-07

APPLICANT: Valente Reyes, Acabron Food Truck

LOCATION: 3054 W Sunset Ave

REQUEST: Use unit 44 (Mobile Vending) in a C-2



SPRINGDALE
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May 15, 2024

Springdale City Council
201 Spring Street
Springdale, AR 72764

RE: 3545 Julio Road; Variance for Reduction in Rear and Side Setbacks Denial
Planning Commission Meeting May 7, 2024

Dear Councilmen and Councilwomen,

Please consider this my notice to appeal the denial of the variance (B24-29) request to reduce the rear setback from 20' to 6' and side setbacks from 8' to 6' at 3545 Julio Road from the Planning Commission on May 7th, 2024.

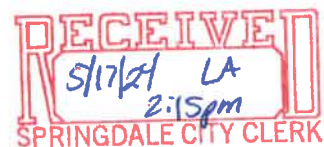
I am requesting an appeal of the denial of the variance request because I believe there was a discrepancy in the measurements discussed before the Planning Commissioners.

I am an older gentleman who is retired and did not know the rules of the zoning regulations. My intent for this structure was to create a workshop that would allow me to woodwork in peace and store my tools.

Respectfully submitted,

Manuel Palencia Coria

Manuel Palencia Coria



Mr. Cloud moved to approve the large scale subject to Staff comments. Mr. Austin seconded the motion.

VOTE:

YES: Keith, Reynolds, Tyler, Austin, Cardiel, Cloud, Compton, Couch, Hussein

NO: None

Mr. Tyler moved to forward to Council with a recommendation for approval. Mr. Cloud seconded the motion.

VOTE:

YES: Reynolds, Tyler, Austin, Cardiel, Cloud, Compton, Couch, Hussein, Keith

NO: None

The waiver to forward to Council with a recommendation for approval was approved by a unanimous vote.

The following will be verbatim.

F. B24-29 Manuel Palencia Coria & Arturo Aranda
3545 Julio Road
Variance for reduction of rear setback from 20' to 6'
Variance for reduction of side setback from 8' to 6'
Presented by Ana G. Nevárez & Samuel Palencia

Mr. Compton: B24-29, this is 3545 Julio Road; Manuel Palencia Coria and Arturo Aranda. Presented by Ana Nevarez and Samuel Palencia.

Ms. Nevarez: Hi. My name is Ana and I have come to present for my father-in-law, Manuel Palencia who is the owner of the house. He built a workshop that measures 32' wide and 40' long.

Ms. Christie: O.K. I see where we tabled it this last time so that we could verify the distances and all that kind of stuff. Ed you want to talk about this one just a little bit.

Mr. Stith: Yeah, we never received a survey to verify the distances. My other comments are the Fire Department opposes reduction of rear and side setbacks where the Fire Department has negotiated to the limits of the residential code. They have asked for fire protection construction such as cement siding and not combustible soffits or a small building size. This building is 1280 square feet more than half the size of the primary structure. The building is twenty feet from the neighbor's building. The building does not appear to/that they were going to use combustible siding. They may be able to do a change but I'm not sure at this point. The space between the building and the fence is overgrown and not defensible from a fire standpoint. This is exacerbated by the

narrowness of two sides and finally the building was built without a building permit. Both the Building and Fire Departments do not recommend approval.

Mr. Compton: Thank you, Ed.

Mr. Cardiel: Have you discussed the probability of maybe putting cement board siding perhaps? That would be a possibility.

Mr. Stith: It would help but the issue is the building is just very large. I mean, it's like putting a single family right up against the property line.

Mr. Cloud: Is this on a foundation? I can't remember.

Mr. Stith: We don't know. We are assuming it is. Again, it was built without a permit and there was no inspection.

Mr. Cloud: Understood.

Mr. Compton: Any comments from members of the audience; on this issue? Hearing no, any comments or questions from commissioners that haven't been asked already?

Mr. Cloud: Do you know if it is on a foundation or slab? Do you have footings where the walls are? Have any idea?

Ms. Nevarez: No.

Mr. Cloud: The base of the building, to you know if it is concrete or if it is....

Mr. Cardiel spoke in Spanish Mr. Cloud's question.

Mr. Cardiel: There is a slab there.

Mr. Compton: Any other questions or comments from the Commission? This will be a call for the vote.

Mr. Cloud: Call for the vote.

Mr. Compton: Call for the vote Mark Cloud.

Ms. Pounders: Tyler – no, Austin – no, Cardiel – no, Cloud – no, Compton – no, Couch – no, Hussein – no, Keith – no, Reynolds – no

Ms. Christie: The variance request is denied. You have the right to appeal the denial in writing to the City Council. You have to file that within fifteen (15) days to the City Clerk's office saying why you think the Planning Commission's decision is in error and you have

to notify the adjacent property owners again. If you don't file that appeal in fifteen (15) days then the construction needs to be removed.

G. W24-05 Harris Parking Lot Expansion
5876 Elm Springs Road
Waiver of street improvements on Elm Springs Road
Presented by Will A. Kellstrom

Mr. Kellstrom was present on behalf of his clients to answer any questions or comments. He stated that they are asking for a waiver from street and sidewalk improvements. He said his clients are trying to turn an old existing house on Elm Springs Road into a physical therapy clinic. He further stated that the house has been existing for some time on the edge of Springdale past the Gene George round-about.

Ms. Christie reminded the commissioners that this will be a recommendation to Council.

Mr. Compton asked if there were those in the audience with questions or comments.

There were none.

Ms. Hollingshead said that Engineering would recommend fee in lieu of or a Bill of Assurance.

Mr. Cloud moved to forward to Council with a recommendation for approval. Mr. Cardiel seconded the motion.

VOTE:

YES: Austin, Cardiel, Cloud, Compton, Couch, Hussein, Keith, Reynolds, Tyler

NO: None

The motion to forward to Council with a recommendation for approval was approved by a unanimous vote.

Ms. Christie stated for the record that Staff would prepare the Resolution that will go to Council on Tuesday, May 28, 2024 at 6:00 p.m.

Public Hearing – Rezoning

A. R24-16 Erika & Michael Forest
1100 E. Huntsville Avenue
From SF-2 to O-1
Presented by Erika Forest

Ms. Forest was present to answer any questions or comments.



SPRINGDALE PLANNING & COMMUNITY DEVELOPMENT
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www.SpringdaleAR.gov

Application for Variance – Board of Adjustment

This document is to be submitted to the Springdale Planning & Community Development Division via planningapplications@springdalear.gov.

STAFF USE ONLY

Date Application Submitted: March 5, 2024

Date Accepted as Complete: 03/12/2024

Project Number: B24-29

APPLICATION CONTACTS:

Indicate one person of contact for this request: _____ Property Owner _____ Representative

Applicant (person making request)

Name: Manuel Palencia Coria

E-mail: _____

Address: 3545 Julio Rd

Phone: (443) 810-8268

Site/ Location: 3545 Julio Rd

Assessor's Parcel Number(s): _____

Property Owner (if other than Applicant):

Name: Manuel Palencia Coria

E-mail: _____

Address: 3545 Julio Rd

Phone: (443) 810-8268

Current Zoning District: SF-2

Rezone required: N/A

Total Acreage: _____

Fee for Variance Application is \$75

Variance requested: (attach visual representation of request)

Reduction of rear setback from 20' to 6'

Reduction of side setback from 8' to 6'

Difficulty or hardship: (why strict application of the provision would prohibit or unreasonably restrict the use of the property)

Unaware of city regulations, accessory building has been constructed within the setback.

Planning and Community Development Division

(479) 750.8550 phone | (479) 750.8539 fax | 201 Spring Street | Springdale, Arkansas 72764

Effect of variance: (how variance would alleviate a demonstrable hardship, as distinguished from a special privilege or convenience sought by the applicant)

No negative impact to community or neighbors. Would like to regain compliance with the City of Springdale.

The **Applicant** understands that he/she is responsible to send a notice of the public hearing to owners of adjacent properties in accordance with the requirements set forth in the instruction given with this application and that an affidavit must be submitted with supporting documents no later than seven (7) calendar days prior to the meeting date. It is further understood that the cost of such notice(s) is borne by the Applicant.

The **Applicant** understands that he/she must be present at the meeting to present the variance request and to answer questions. If the **Applicant** is unable to attend, written authorization must be attached designating a representative and any decisions made by this individual shall be binding on the applicant.

APPLICANT SIGNATURE(S)

MANUEL PALENCA C.

DATE: March 5, 2024

BOUNDARY SURVEY

LOCATED IN: SECTION 8, TOWNSHIP 17 NORTH, RANGE 29 WEST
3545 JULIO ROAD, WASHINGTON COUNTY, SPRINGDALE, AR 72764

SURVEY DESCRIPTION

PARCEL: 815-36193-900

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, THENCE ALONG THE SOUTH LINE THEREOF N87°15'56"W 330.99 FEET, THENCE DEPARTING FROM SAID SOUTH LINE N02°28'39"E 1,010.40 FEET, THENCE N89°05'11"W 143.34 FEET TO A FOUND 5/8" REBAR MARKING THE TRUE POINT OF BEGINNING, THENCE CONTINUING N89°05'11"W 93.73 FEET TO A FOUND 5/8" REBAR, THENCE N02°30'00"E 318.40 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE NORTH LINE THEREOF S87°11'54"E 93.59 FEET, THENCE DEPARTING FROM SAID NORTH LINE S02°28'51"W 315.31 FEET, RETURNING TO THE POINT OF BEGINNING, CONTAINING 29.671 SQ. FEET OR 0.681 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-17N-29W-0-08-230-72-1926

COMPLETED FIELD WORK:
JUNE 17TH, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED RECORDED AS FILE NO. 2021-00029150.
2. SURVEY PLAT RECORDED AS FILE NO. 000L-00000822.
3. SURVEY PLAT RECORDED AS FILE NO. 202011106607.
4. SURVEY PLAT RECORDED AS FILE NO. 0024-00000304.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN: "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0000G, WHICH BEARS AN EFFECTIVE DATE OF 01/25/2024 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

ZONING INFORMATION

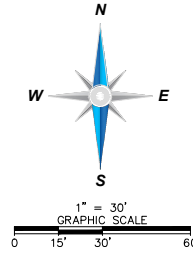
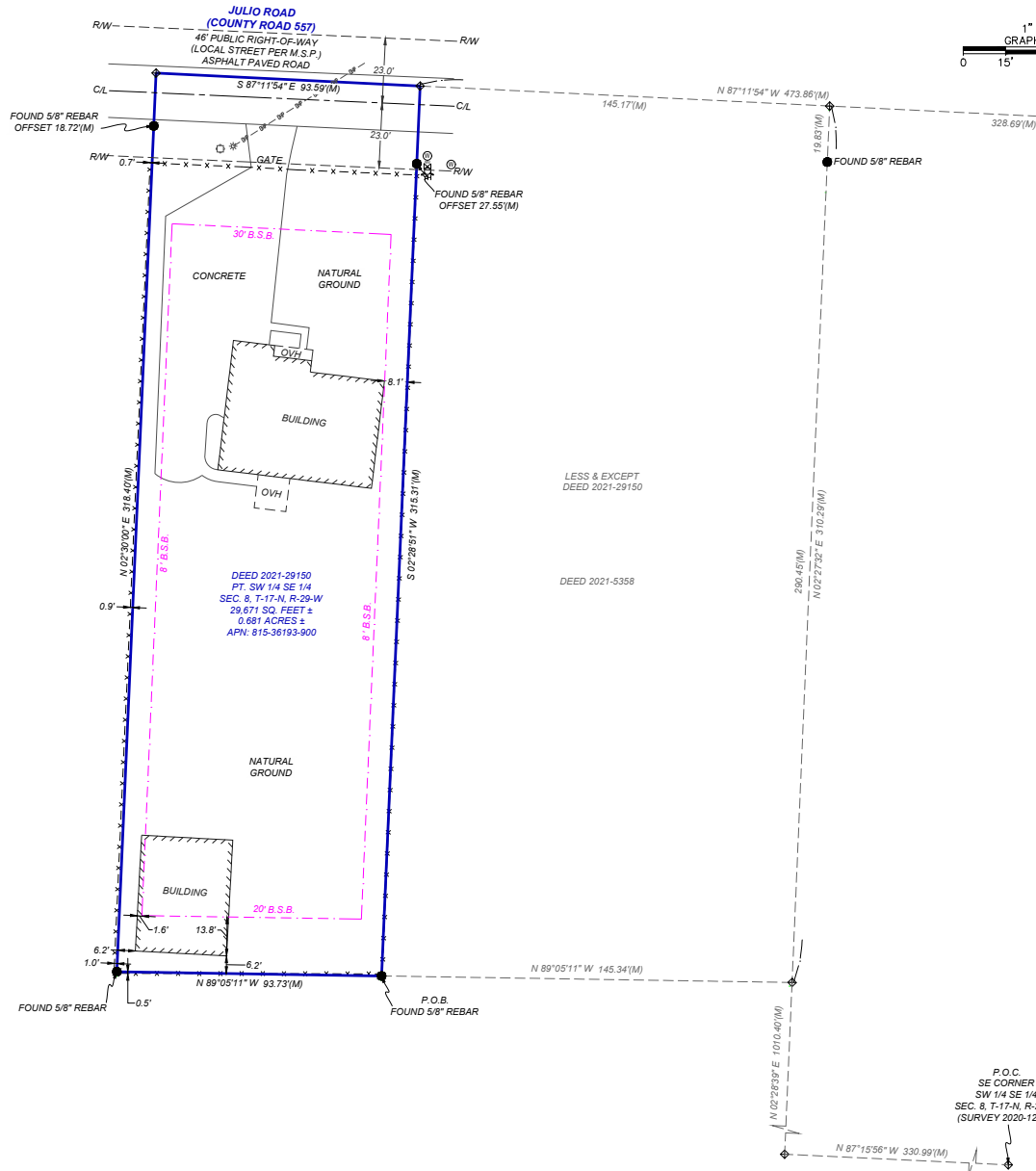
CURRENT ZONING: SF-2 LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL

SETBACK REQUIREMENTS:

FRONT - 30 FEET
SIDE - 8 FEET
REAR - 20 FEET

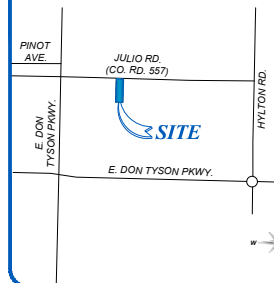
LAND AREA

29.671 SQ. FEET ±
0.681 ACRES ±



VICINITY MAP

NOT TO SCALE



LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- ⊙ COMPUTED POINT
- ⊛ LIGHT
- ⊞ ELECTRIC BOX
- ⊕ WATER METER
- ⊖ WATER VALVE
- ⊗ OVERHANG
- M.S.P. MASTER STREET PLAN
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- SETBACK LINE (B.S.B.)
- R/W --- RIGHT-OF-WAY LINE
- C/L --- CENTERLINE
- x-x-x- FENCE LINE
- o-o-o- OVERHEAD POWER LINE

I, CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 1536, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 16TH DAY OF JUNE, 2024.



IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

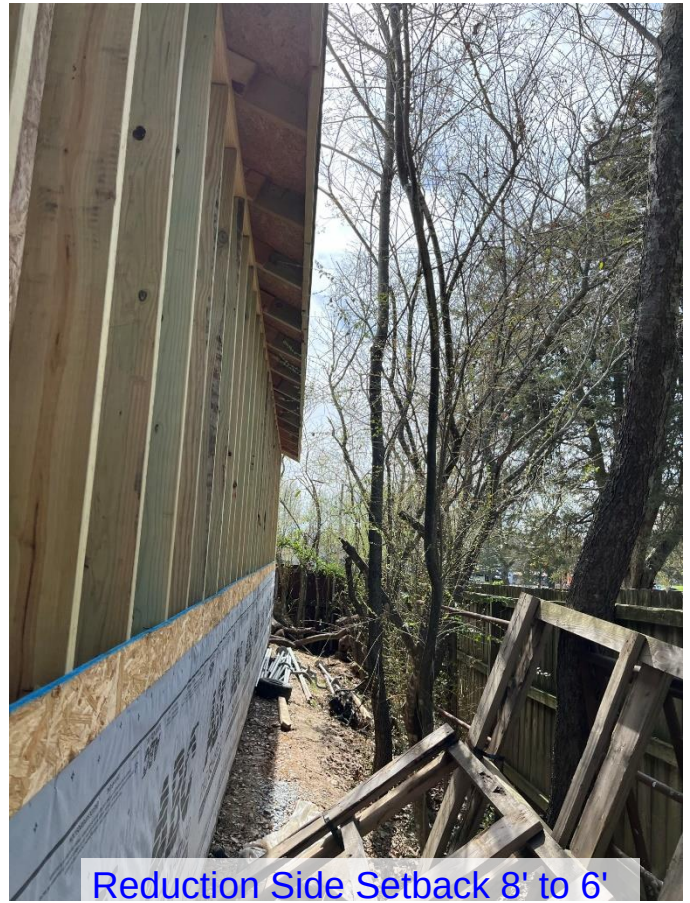
Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479.443.4506 - FAX: 479.582.1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-3285	SURVEY DRAWN BY: BDM - 06/19/2024
SURVEY REVIEWED BY: TPN	SCALE: 1" = 30'
FOR THE USE AND BENEFIT OF: MANUEL PALENCIA	



Reduction Rear Setback 20' to 6'



Reduction Side Setback 8' to 6'



File# 2021-00029150

After recording please return to:
Waco Title Company
2592 S. 48th St.
Springdale, AR 72762

**WARRANTY DEED
MARRIED PERSONS**

File #: 2111216-108

KNOW ALL MEN BY THESE PRESENTS:

That we, **Eden Tanguma and Lizbeth Tanguma, husband and wife**, hereinafter called GRANTOR(S), for and in consideration of the sum of ---One AND 00/100--- DOLLARS---(\$1.00)---and other good and valuable consideration in hand paid by **Manuel C. Palencia, a married person, and Arturo Aranda, a married person, as joint tenants with rights of survivorship**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Manuel C. Palencia, a married person, and Arturo Aranda, a married person, as joint tenants with rights of survivorship**, hereinafter called GRANTEE(S), and unto his heirs and assigns forever, the following lands lying in **Washington County, Arkansas** to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto the said Grantee(s), and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said Grantee(s) that we will forever warrant and defend the title to the said lands against all claims whatsoever.

And we, Eden Tanguma and Lizbeth Tanguma, husband and wife, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Grantee(s) all our rights of curtesy, dower and homestead in and to the said lands.

Prepared under the supervision of
Brian Blackman, Attorney
2592 S. 48th St.
Springdale, AR. 72762

WITNESS our hands and seals on this 28 day of July, 2021.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

GRANTEE OR AGENT: _____

Eden Tanguma
Eden Tanguma

GRANTEE'S ADDRESS: _____

Lizbeth Tanguma
Lizbeth Tanguma

ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Washington) SS.

On this day, before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Eden Tanguma and Lizbeth Tanguma** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the consideration, uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of July, 2021.

Claire Buckley
Notary Public

My Commission Expires:

12/06/2027

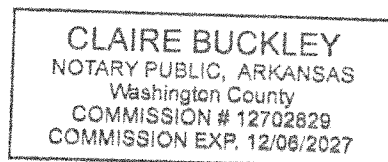


EXHIBIT "A"

A part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 17 North, Range 29 West, Washington County, Arkansas, and being more particularly described as follows, to-wit: Beginning at a point which is N87°16'06"W 330.99 feet and N02°28'29"E 1010.40 feet from the Southeast corner of said 40 acre tract and running thence N89°08'47"W 239.08 feet to an existing rebar along a fenceline; thence N02°29'50"E 318.40 feet to the North line of said Forty acre tract; thence along said North line S87°12'18"E 238.87 feet; thence leaving said North line S02°28'29"W 310.30 feet along a fenceline to the POINT OF BEGINNING, containing 1.72 acres, more or less.

LESS AND EXCEPT: A part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Eight (8), Township Seventeen (17) North, Range Twenty-nine (29) West, of the Fifth Principal Meridian City of Springdale, Washington County, Arkansas, and being more particularly described as follows: Commencing at the Northeast Corner of the SW1/4 of the SE1/4 of Section 8 and Julio Road, N87°13'59"W a distance of 328.67 feet to the point of beginning, said point being a set "mag" nail with washer; thence leaving said North Line and said Julio Road, S02°26'48"W a distance of 310.30 feet to a point from which a 1/2 inch rebar falls N89°10'28"W 0.79 feet; thence N89°10'28"W a distance of 145.56 feet to a set iron pin with cap "PLS 1156"; thence N02°28'09"E a distance of 315.23 feet to the North Line of said SW1/4 of the SE1/4 in said Julio Road; thence along said North line and said Julio Road, S87°13'59"E a distance of 145.36 feet to the Point of Beginning, containing 1.04 acres (45,491 Square Feet), more or less, and subject to the right of way of Julio Road on the North side thereof and all rights of way, easements and restrictive covenants of record or fact.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.



STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 2111216-108

Grantee: MANUEL C. PALENCIA
Mailing Address: 3545 JULIO RD.
SPRINGDALE AR 727620000

Grantor: EDEN AND LIZBETH TANGUMA
Mailing Address: 2122 HARRY ST.
SPRINGDALE AR 727640000

Property Purchase Price: \$310,000.00
Tax Amount: \$1,023.00
County: WASHINGTON
Date Issued: 07/30/2021
Stamp ID: 1992845312

Washington County, AR
I certify this instrument was filed on
8/2/2021 3:57:07 PM
and recorded in REAL ESTATE

File# 2021-00029150
Kvle Sylvester - Circuit Clerk

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Manuel C. Palencia

Grantee or Agent Name (signature): WACO Title as Agent Date: JUL 30 2021

Address: _____

City/State/Zip: _____



SPRINGDALE™
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www.SpringdaleAR.gov

May 8, 2024

Manuel Coria
3545 Julio Road
Springdale, AR 72764

RE: B24-29 Variance

3545 Julio Road

At the May 7, 2024 meeting of the Springdale Planning Commission, your request for a variance to reduce the rear setback from 8' to 6' at the above location was denied.

You may appeal the Planning Commission's decision to the City Council. If you do appeal you must do so in writing within fifteen (15) days of the meeting. In your letter you must state why you think the Planning Commission erred in their decision. You must also re-notify the adjacent property owners.

Respectfully,

Patsy Christie, Director
Planning and Community Development Division

/dp

Cc: File
Building Inspection

Patsy Christie Director

Planning and Community Development Division

(479) 750.8550 phone | (479) 750.8539 fax | 201 Spring Street | Springdale, Arkansas 72764

Page 54

**Notice of Public Hearing before the
Springdale Planning Commission on a
Board of Adjustment Application**

To All Owners of land lying adjacent to the property at:

Location: 3545 Julio Road, Springdale, AR

Owned by: Manuel Palencia Coria

NOTICE IS HEREBY GIVEN THAT an application has been filed to the Board of Adjustment (variance) for the above property.

If approved, the variance will occur only upon the property described above.
It will not change anything pertaining to your property.

The purpose of this request is to:

Reduction of rear setback from 20' to 6'

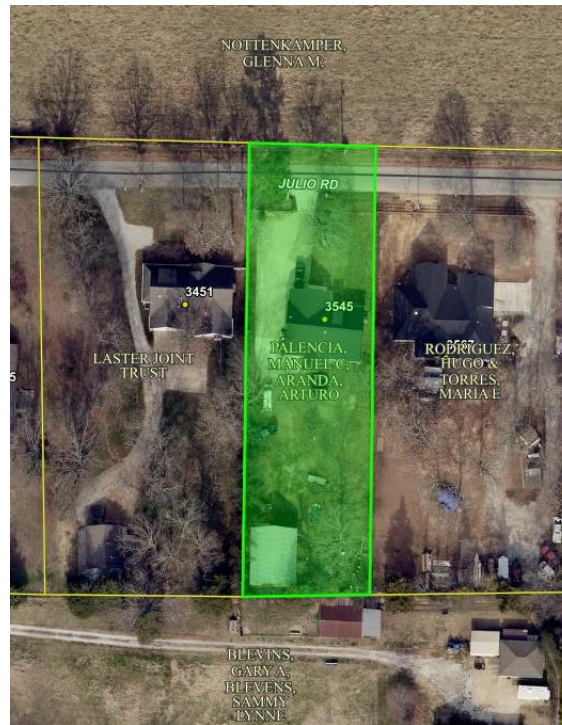
Reduction of side setback from 8' to 6'

A public hearing on said Board of Adjustment request will be held by the Springdale Planning Commission in the Council Chambers of the City Administration Building at 201 Spring Street, Springdale, AR 72764 on:

APRIL 2, 20 24 at 5:00 p.m.

All parties interested in this matter may appear and be heard at said time and place or may notify the Planning Commission of their views on this matter by letter or email. All persons interested in this request are invited to call or visit the Planning Office, City Administration Building to review and discuss the application with the planning staff.

ADJACENT PROPERTY OWNERS FOR 3545 JULIO ROAD



815-36193-600

GARY & SAMMY LYNNE BLEVINS

3251 CLYDE LANE

SPRINGDALE, AR 72764

815-36193-901

HUGO RODRIGUEZ & MARIA TORRES

3567 JULIO ROAD

SPRINGDALE, AR 72764

815-30601-600

GLENNA M. NOTTENKAMPER

5330 W. WHEELER ROAD

FAYETTEVILLE, AR 72704

815-36193-800

LASTER JOINT TRUST

3451 JULIO ROAD

SPRINGDALE, AR 72764

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Sent To 3451 Duval Road Springdale AR 72764
 Street and Apt. No., or PO Box No.

City, State, ZIP+4®
Springdale, AR 72764

Certified Mail Fee \$4.40
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.68
 Total Postage and Fees \$5.08

Postmark Here
 MAR 06 2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Sent To Springdale AR 72764
 Street and Apt. No., or PO Box No.

City, State, ZIP+4®
Springdale, AR 72764

Certified Mail Fee \$4.40
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.68
 Total Postage and Fees \$5.08

Postmark Here
 MAR 06 2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Sent To 3251 Clyde Lane Springdale AR 72764
 Street and Apt. No., or PO Box No.

City, State, ZIP+4®
Springdale, AR 72764

Certified Mail Fee \$4.40
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.68
 Total Postage and Fees \$5.08

Postmark Here
 MAR 06 2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

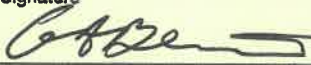
Sent To Fayetteville AR 72704
 Street and Apt. No., or PO Box No.

City, State, ZIP+4®
Fayetteville, AR 72704

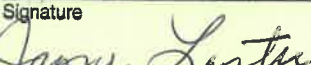
Certified Mail Fee \$4.40
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
 Postage \$0.68
 Total Postage and Fees \$5.08

Postmark Here
 MAR 06 2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

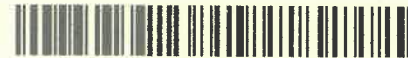
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: GARY & SAMMY LYNN BLEVINS 3251 Clyde Lane Springdale AR 72764  9590 9402 7834 2234 0873 65 2. Article Number (Transfer from service label)	A. Signature X  ☐ Agent ☒ Addressee B. Received by (Printed Name) GARY BLEVINS C. Date of Delivery 3/18/24 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ 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: Lester Joint Trust 2451 Duino Rd Springdale AR 72764  9590 9402 7834 2234 0873 34 2. Article Number (Transfer from service label)	A. Signature X  ☐ Agent ☒ Addressee B. Received by (Printed Name) C. Date of Delivery 3-18-23 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

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

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ 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: Glenda M. Nottenkamper 5330 W. Wheeler Rd Fayetteville AR 72704  9590 9402 7834 2234 0873 41 2. Article Number (Transfer from service label)	A. Signature X  ☒ Agent ☐ Addressee B. Received by (Printed Name) L. Treece C. Date of Delivery 3-18-24 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☒ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

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

Debbie Pounders

B24.29

From: Sammye <sammye.young@cox.net>
Sent: Tuesday, May 14, 2024 2:33 PM
To: dpounders@springdalear.gov
Subject: 3545 Julio Road

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon Ms. Pounders,

I am writing this to tell you that my Husband and I support the denial for the rear setbacks on this property.

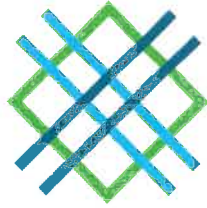
Not only is it within inches to our property line it appears that they did not adhere to other City of Springdale codes either.

Thank you for your time.

Sincerely,

Gary and Sammye Blevins

Sent from my iPhone



SPRINGDALE™
WE'RE MAKING IT HAPPEN

www.SpringdaleAR.gov

April 3, 2024

Manuel Coria
3545 Julio Road
Springdale, AR 72764

RE: B24-29 Variance 3545 Julio Road

At the April 2, 2024 meeting of the Springdale Planning Commission, your variance request for reduction of the rear setback from 20' to 6' and reduction of the side setback from 8' to 6' was tabled so that a formal review of the structure in relation to the property line can be assessed.

Respectfully,

Patsy Christie, Director
Planning and Community Development Division

/dp

Cc: File
Building Inspection

Patsy Christie Director

Planning and Community Development Division

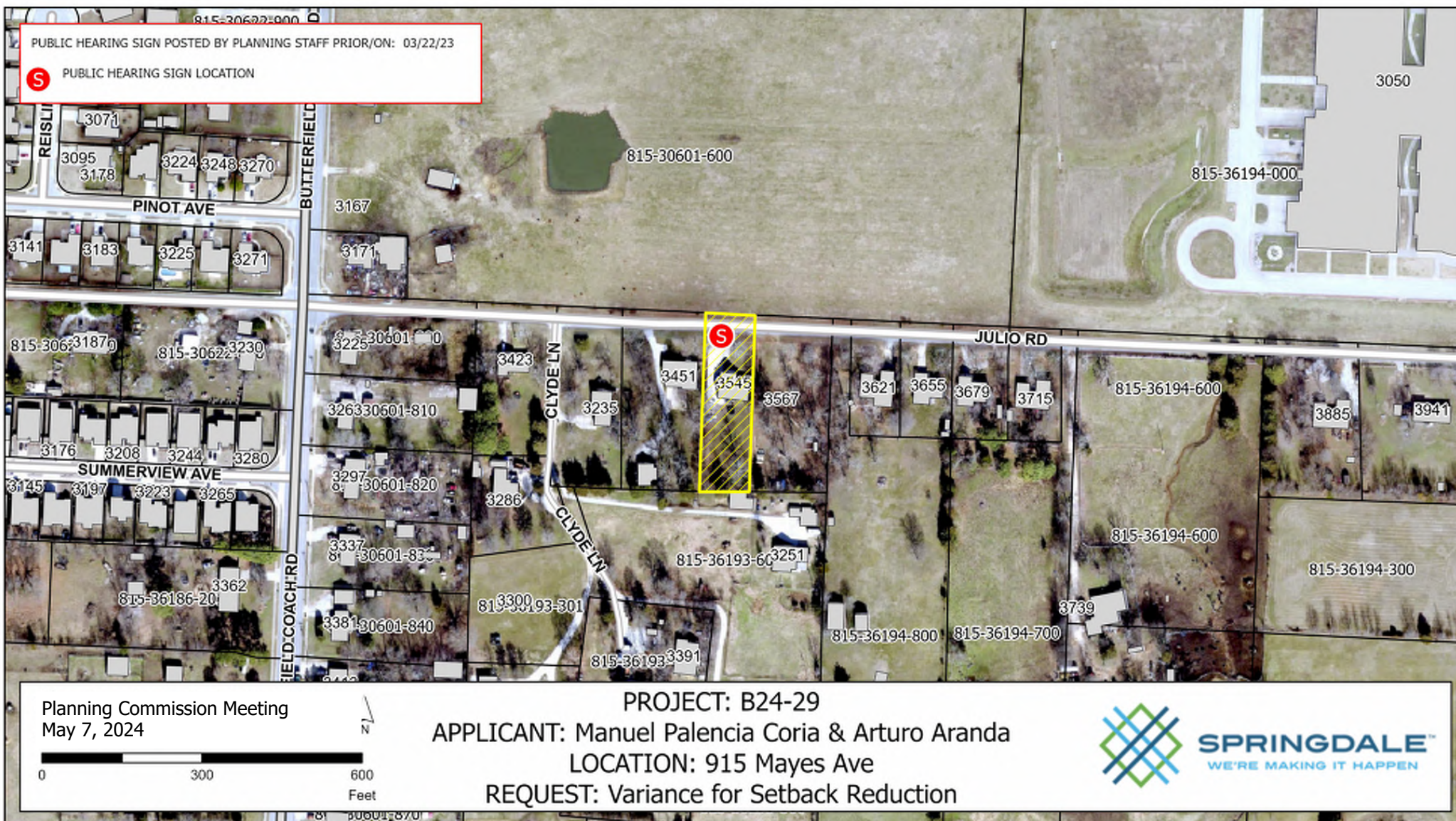
(479) 750.8550 phone | (479) 750.8539 fax | 201 Spring Street | Springdale, Arkansas 72764

Page 60

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



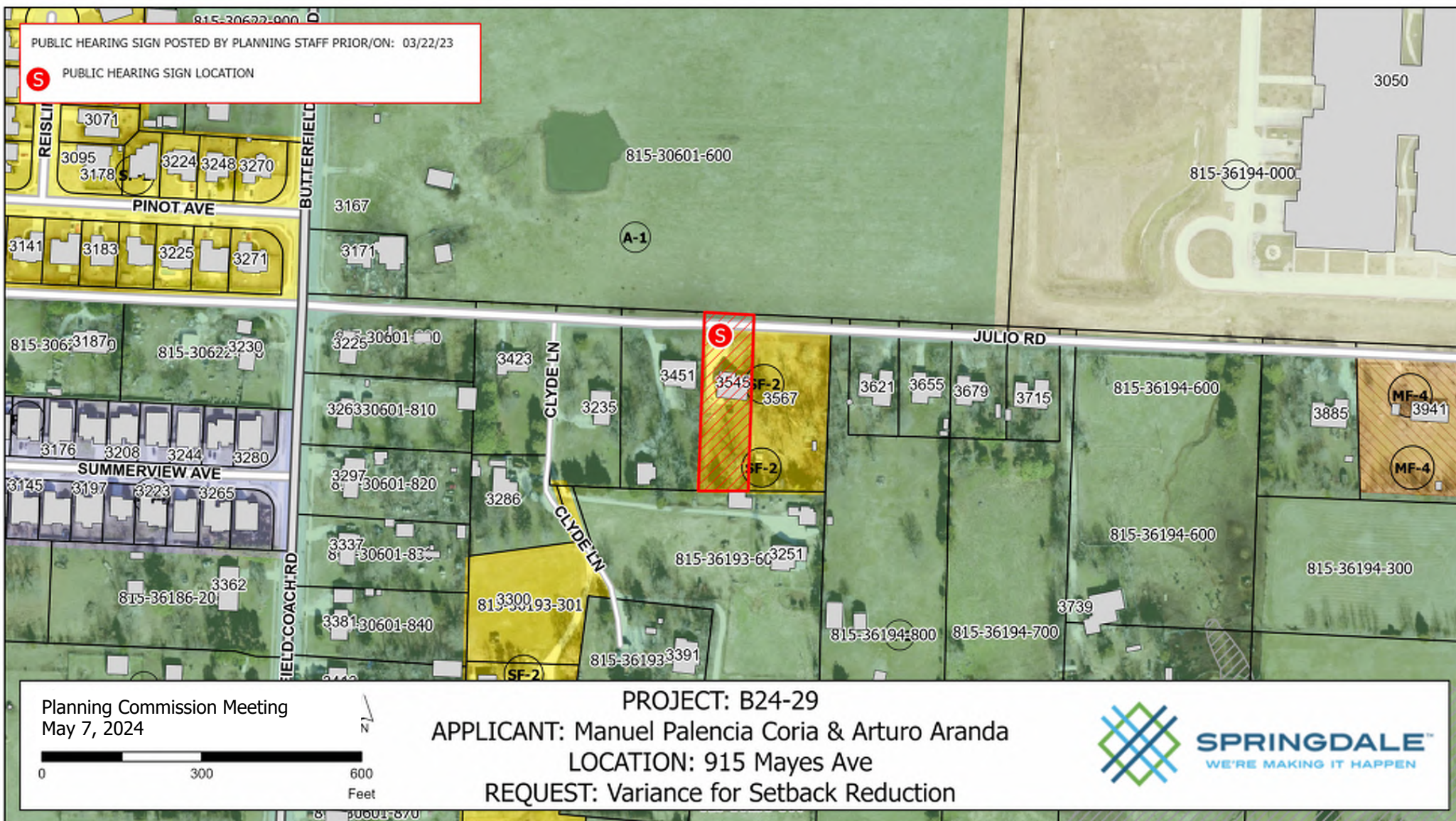
PUBLIC HEARING SIGN LOCATION



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



PUBLIC HEARING SIGN LOCATION



Planning Commission Meeting
May 7, 2024

PROJECT: B24-29
APPLICANT: Manuel Palencia Coria & Arturo Aranda
LOCATION: 915 Mayes Ave
REQUEST: Variance for Setback Reduction



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE
FOR THE CONSTRUCTION OF PARKING ADDITIONS AT CL
“CHARLIE” & WILLIE GEORGE PARK
(2023 BOND PROJECT NO. 23BPP4)**

WHEREAS, Springdale Parks and Recreation would like to expand parking at CL & Willie George Park, and

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, the additional parking has been designed and bids taken from sub-contractors, and

WHEREAS, Milestone Construction has proposed a guaranteed maximum price of \$930,400.00, and

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

1. The City Council accepts the guaranteed maximum price of \$930,400.00 submitted by Milestone Construction for the construction of additional parking at CL & Willie George Park.
2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this 25th day of June, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

City of Springdale
201 Spring Street
Springdale, AR 72762
Telephone Number: 479-750-8100

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

Milestone Construction Company, Limited Liability Company
2002 S. 48th Street, Suite A
Springdale, AR 72762
Telephone Number: 479-751-3560
Fax Number: 479-751-4841

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

Parking Additions at CL "Charlie" & Willie George Park
4023 Hylton Road
Springdale, AR 72764

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

Engineering Services, Inc
1207 S. Old Missouri, Road
Springdale, AR 72764
(479) 751-8733

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
8	COSTS NOT TO BE REIMBURSED
9	DISCOUNTS, REBATES AND REFUNDS
10	SUBCONTRACTS AND OTHER AGREEMENTS
11	ACCOUNTING RECORDS
12	PAYMENTS
13	DISPUTE RESOLUTION
14	TERMINATION OR SUSPENSION
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than one hundred eight (180) calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

5%

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

5%

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

Init.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ninety-five percent (95 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
1. Excavation, removal & offsite disposal of unsuitable soils.	CYD	\$22.50
2. Provide, place & compact select fill.	CYD	\$19.50
3. Mass rock excavation and offsite disposal	CYD	\$375
4. Trench rock excavation and offsite removal	CYD	\$475

§ 5.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$300 per calendar day project is not complete after completion date plus any time extension due to weather or other approved delays.

§ 5.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Nine Hundred Thirty Thousand Four Hundred and no/100's Dollars (\$ 930,400.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
1. Delete all work associated with Phase	-169,554.00	Must be accepted not later than August 20, 2024
2.		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
1. Electrical Design	\$15,000
2. Electrical Service from source to lighting.	\$20,000
3. Contractor Contingency	\$3,909.60

Init.

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. 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 Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Executive - \$105 per hour
Project Manager - \$85 per hour
Project Engineer - \$55 per hour

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to

fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor

intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the

Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Stored Materials

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

After the project is 50% complete no further retainage will be held with the approval of the Architect and Owner.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Six and One Half Percent % 6.5%

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15 of AIA Document A201–2017

Init.

[X] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

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

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Five percent (5%)

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

Colby Fulfer
201 Spring Street
Springdale, AR 72762
Telephone Number: 479-750-8110
Fax Number: 479-750-8559

Email Address: cfulfer@springdalear.gov

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Mike Davis
2002 S. 48th Street, Suite A
Springdale, AR 72762
Telephone Number: (479) 751-3560
Fax Number: (479) 751-4841
Mobile Number: (479) 409-2557
Email Address: mdavis@mstonecc.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 15.7 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Cover	Cover	February 9, 2024
1	Overall Plan	February 7, 2024
2	Revised Large Scale Development Plan	February 8, 2024
3	Grading Plan – West Parking Lot	February 8, 2024
4	Grading Plan Northeast Parking Lot	February 8, 2024
5	Landscaping Plan	February 8, 2024
6	Lighting Plan	February 8, 2024
7	SWPPP	February 1, 2024
8	Typical Details	February 8, 2024

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
One	April 29, 2024	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:

(Check all boxes that apply.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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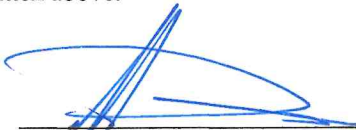
.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

Doug Srouse, Mayor
(Printed name and title)



CONTRACTOR (Signature)

Mike Davis, Vice President
(Printed name and title)

Additions and Deletions Report for AIA® Document A102® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:23:14 ET on 06/11/2024.

PAGE 1

AGREEMENT made as of the Twelfth day of June in the year Two Thousand Twenty-Four

...

City of Springdale
201 Spring Street
Springdale, AR 72762
Telephone Number: 479-750-8100

...

Milestone Construction Company, Limited Liability Company
2002 S. 48th Street, Suite A
Springdale, AR 72762
Telephone Number: 479-751-3560
Fax Number: 479-751-4841

...

Parking Additions at CL "Charlie" & Willie George Park
4023 Hylton Road
Springdale, AR 72764

...

Engineering Services, Inc
1207 S. Old Missouri, Road
Springdale, AR 72764
(479) 751-8733

PAGE 3

[☒] A date set forth in a notice to proceed issued by the Owner.

...

[☒] Not later than one hundred eight (180) calendar days from the date of commencement of the Work.

...

5%

...

5%

...

15%

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed ninety-five percent (95 %) of the standard rental rate paid at the place of the Project.

PAGE 4

1. <u>Excavation, removal & offsite disposal of unsuitable soils.</u>	<u>CYD</u>	<u>\$22.50</u>
2. <u>Provide, place & compact select fill.</u>	<u>CYD</u>	<u>\$19.50</u>
3. <u>Mass rock excavation and offsite disposal</u>	<u>CYD</u>	<u>\$375</u>
4. <u>Trench rock excavation and offsite removal</u>	<u>CYD</u>	<u>\$475</u>

...

\$300 per calendar day project is not complete after completion date plus any time extension due to weather or other approved delays.

...

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Nine Hundred Thirty Thousand Four Hundred and no/100's Dollars (\$ 930,400.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

1. <u>Delete all work associated with Phase</u>	<u>-169,554.00</u>	<u>Must be accepted not later</u>
2.		<u>than August 20, 2024</u>

...

1. <u>Electrical Design</u>	<u>\$15,000</u>
2. <u>Electrical Service from source to lighting.</u>	<u>\$20,000</u>
3. <u>Contractor Contingency</u>	<u>\$3,909.60</u>
4. <u>Owner Contingency</u>	<u>\$4778.40</u>

PAGE 6

Project Executive - \$105 per hour

Project Manager - \$85 per hour

Project Engineer - \$55 per hour

PAGE 9

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above,

payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

PAGE 11

Five Percent (5%)

...

Stored Materails

...

After the project is 50% complete no further retainage will be held with the approval of the Architect and Owner.

PAGE 12

Six and One Half Percent % 6.5%

PAGE 13

[X] Litigation in a court of competent jurisdiction

...

Five percent (5%)

PAGE 14

Colby Fulfer
201 Spring Street
Springdale, AR 72762
Telephone Number: 479-750-8110
Fax Number: 479-750-8559

...

Email Address: cfulfer@springdalear.gov

...

Mike Davis
2002 S. 48th Street, Suite A
Springdale, AR 72762
Telephone Number: (479) 751-3560
Fax Number: (479) 751-4841
Mobile Number: (479) 409-2557
Email Address: mdavis@mstonecc.com

PAGE 15

<u>Cover</u>	<u>Cover</u>	<u>February 9, 2024</u>
<u>1</u>	<u>Overall Plan</u>	<u>February 7, 2024</u>
<u>2</u>	<u>Revised Large Scale</u>	<u>February 8, 2024</u>
	<u>Development Plan</u>	
<u>3</u>	<u>Grading Plan – West</u>	<u>February 8, 2024</u>
	<u>Parking Lot</u>	
<u>4</u>	<u>Grading Plan Northeast</u>	<u>February 8, 2024</u>
	<u>Parking Lot</u>	
<u>5</u>	<u>Landscaping Plan</u>	<u>February 8, 2024</u>
<u>6</u>	<u>Lighting Plan</u>	<u>February 8, 2024</u>
<u>7</u>	<u>SWPPP</u>	<u>February 1, 2024</u>

8

Typical Details

February 8, 2024

...

One

April 29, 2024

1

PAGE 16

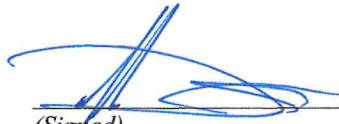
Doug Srouse, Mayor

Mike Davis, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sam Hollis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:23:14 ET on 06/11/2024 under Order No. 4104241628 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)
(Title)
(Dated)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONVEYANCE AGREEMENT FOR THE ACQUISITION OF LAND FROM ARKANSAS FOOD SYSTEMS, LLC, FOR THE SENIOR CENTER PROJECT, PROJECT NO. 23BSC1.

WHEREAS, the City of Springdale has undertaken the Springdale Senior Center Project, Project No. 23BSC1;

WHEREAS, Arkansas Food Systems, LLC, has undertaken a Large Scale Development project immediately adjacent to and south of the Senior Center site;

WHEREAS, the City and Arkansas Food Systems, LLC, wish to ensure that public trail access and emergency vehicle access are established and maintained between the Senior Center and the Arkansas Food Systems project;

WHEREAS, the City and Arkansas Food Systems, LLC, wish to enter into a conveyance agreement whereby the City will obtain, and Arkansas Food Systems will convey, property to effect the aforementioned public trail and emergency access; and,

WHEREAS, the costs associated with the conveyance of the property (.36 acres or 15,222 sq. ft., more or less) to the City from Arkansas Food Systems is \$5,975.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a conveyance agreement with Arkansas Food Systems, LLC, for the acquisition of property to ensure that public trail access and emergency vehicle access are established and maintained between the Senior Center and the Arkansas Food Systems project, for the total sum of \$5,975.00 to be paid from the 2023 Senior Center Bond.

PASSED AND APPROVED this ____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

EXHIBIT 1

Part of the Southeast Quarter (SE 1/4) of the Southeast Quarter(SE 1/4) of Section 36, Township 18 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows: COMMENCING at the Northeast Corner of the Southeast Quarter, of the Southeast Quarter, of Section 36, Thence South 02°11'50" West along the east line thereof a distance of 334.84 feet to the POINT OF BEGINNING; Thence along the said section line South 02°11'50" West a distance of 4.40 feet; Thence North 87°44'00" West a distance of 461.96 feet, Thence North 02°10'50" East a distance of 10.00 feet; Thence South 87°44'00" East a distance of 235.71 feet; Thence South 87°44'08" East a distance of 69.98 feet; Thence South 87°49'09" East a distance of 44.71 feet; Thence South 02°12'58" West a distance of 4.34 feet; Thence South 87°03'56" East a distance of 50.57 feet; Thence South 87°02'19" East a distance of 61.00 feet to the POINT OF BEGINNING. Containing .10 ACRES or 4071.175 feet more or less. Subject to any easement or rights-of-way of record or fact.

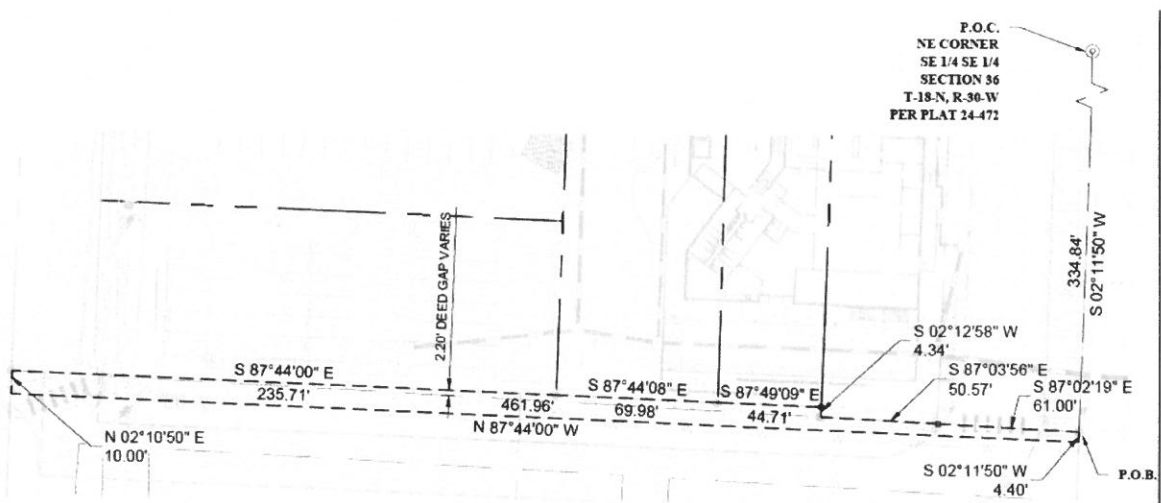


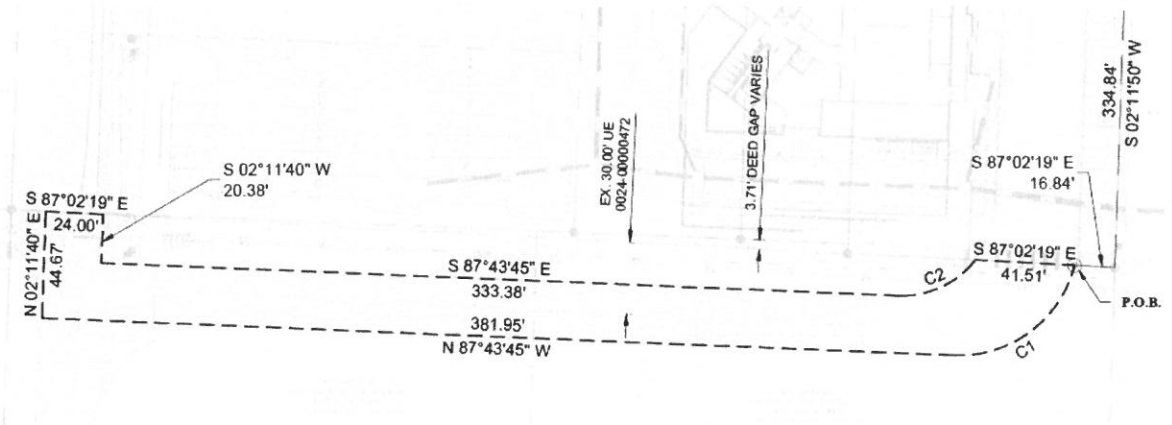
EXHIBIT 1

Part of the Southeast Quarter(SE 1/4) of the Southeast Quarter(SE 1/4) of Section 36, Township 18 North, Range 30 West, City of Springdale, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northeast Corner of the Southeast Quarter, of the Southeast Quarter, of Section 36, Thence South 02°11'50" West along the East Line thereof a distance of 334.84 feet; Thence along the North Property Line South 87°02'19" East a distance of 16.84 feet to the POINT OF BEGINNING; Thence Southwesterly a distance of 67.93 feet along a curve to right having a radius of 50.00' and a chord bearing of S 53°20'50" W; Thence North 87°43'45" West a distance of 381.95 feet; Thence returning to said North Property Line North 02°11'40" East a distance of 44.67 feet, Thence South 87°02'19" East a distance of 24.00 feet, Thence South 02°11'40" West a distance of 20.38 feet; Thence South 87°43'45" East a distance of 333.38 feet; Thence Northeasterly a distance of 37.06 feet along a curve to the left having a radius of 40.00' and a chord bearing of N 65°43'43"E, Thence along the said North Property Line South 87°02'19" East a distance of 41.51 feet to the POINT OF BEGINNING. Containing .26 ACRES or 11151.029 feet more or less. Subject to any easement or rights-of-way of record or fact.

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	67.93	50.00	77°50'51"	S53°20'50"W	62.83
C2	37.06	40.00	53°05'04"	N65°43'43"E	35.75

P.O.C.
NE CORNER
SE 1/4 SE 1/4
SECTION 36
T-18-N, R-30-W
PER PLAT 14-472



LEGEND

- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (5/8" REBAR W/ CAP)



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT
FOR TESTING SERVICES ON W EMMA AVENUE
EXTENSION FROM 40TH TO 48TH STREET**

WHEREAS, the City of Springdale is in need of testing services for phase 2 of the W Emma Avenue Extension project;

WHEREAS, Grubbs, Hoskyn, Barton & Wyatt, Inc. dba. UES performed the geotechnical engineering work for this project;

WHEREAS, the price not to exceed amount for professional testing services shall be \$157,381.00.

**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 Grubbs, Hoskyn, Barton & Wyatt, Inc. dba. UES for testing 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 June, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



June 4, 2024
Proposal No. 24186.00131

City of Springdale
201 Spring Street
Springdale, Arkansas 72764

Attn: Mr. John Easterling
Special Projects Administrator

**REF: PROPOSAL FOR CONSTRUCTION MATERIALS TESTING SERVICES
HAR-BER AVENUE EXTENSION (PHASE II)
SPRINGDALE, ARKANSAS**

Dear Mr. Easterling,

We are pleased to submit this proposal for construction materials testing (CMT) services for the above-referenced project. This proposal is based on your request for proposal, plans and specification provided by Garver, construction schedule developed by the Contractor and the geotechnical report submitted by us (GHBW Report # 19-096 dated May 7, 2020).

The project includes extending Har-Ber Avenue from 48th Street to 40th Street. The new roadway will be three lanes with asphalt paving and curb and gutter. The project also includes an overpass structure across Interstate 49. The new bridge will have three (3) spans and four (4) bents with a total length of about 450 ft. Mechanically stabilized earth (MSE) retaining walls are planned at the east and west bridge ends. In addition, gravity block retaining walls are planned at the west end of the alignment. The project also includes concrete sidewalks and trails.

Scope of Services

We have developed our scope of services based on our understanding of the project, geotechnical report submitted for the project (GHBW Report # 19-096 dated May 7, 2020), plans and construction schedule furnished us and our experience with projects of similar size and scope. The scope of our services and the number of anticipated visits were discussed by the project team including Garver, Crossland Heavy, City of Springdale and UES during the on-site meeting of June 3, 2024. Our scope of services is expected to include but not limited to:

- Monitoring site preparation to confirm the site is suitable for fill placement, including proof-rolling and undercut observations.

- Monitoring selection and placement of fill and backfill and performing field density and moisture testing to verify compaction of engineered fill and Class 7 base.
- Performing laboratory testing (Proctors, classification tests) of proposed borrow soils and as required during field testing
- Testing of hot-mix asphalt and testing asphalt cores for density
- Sampling and testing of fresh concrete (slump, air content, temperature) preparing test cylinders, and curing and compression testing of the hardened concrete test cylinders.
- Bearing capacity verification for retaining wall foundations
- Providing engineering review and oversight of on-site and laboratory services and engineering consultation as needed/requested; and
- Preparing and furnishing reports of all monitoring, observations and testing activities.

Cost Estimate

For this project, we estimate a cost on the order of **\$157,000** for our services. This cost estimate is based on the anticipated scope of work and assuming our services can be provided on an on-call basis. **Details of the cost estimate including the assumptions made therein are included as Appendix B.** Actual costs will depend on the project schedule, quantities and number of technician and engineering site visits. Charges for our services will be based on the attached schedule of fees (see Appendix A).

Following assumptions are made in the cost estimate as discussed during the on-site meeting of June 3, 2024:

- Total project duration: 365 days
- One site visit per day (average) by a Senior CMT technician for densities, concrete and asphalt for the duration of the project with a total of 365 site visits
- A total of 20 site visits by a geotechnical engineer for proof-roll, undercut and bearing capacity
- Laboratory testing: 5 Proctors, 70 sets of concrete breaks, 20 asphalt core density

Our fee schedule for hourly rates is attached as Schedule 46.02 (Jan 2024) in Appendix A. Hourly rates include equipment for the anticipated field testing. Hourly rates also apply to travel time between our Springdale office and the job site plus a mileage charge of \$20/trip. Laboratory testing will be performed on a unit cost basis per the attached schedule of fees. For this project, we plan to provide personnel and hourly rates as follows:

CMT or Senior Technician for field density, concrete testing and asphalt	\$73.00/Hour
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Project Manager	\$156.00/Hour
Project Engineer	\$135.00/Hour
Staff Engineer/Staff Geologist	\$114.00/Hour
Principal Engineer	\$172.00/Hour
Report Preparation and Reproduction	\$73.00/Hour

Our Standard Fee Schedules and General Conditions (Schedule 40.01) are included for your review. Should you have any questions regarding the rates and/or testing procedures submitted above, please contact us. We look forward to the opportunity to provide construction materials testing services for you on this project. If the proposed fees are acceptable, please sign below and return one copy for authorization.

Respectfully,
GRUBBS, HOSKYN, BARTON & WYATT, LLC. dba UES

Subra T. Bhat, Ph.D., P.E.
Vice President/Manager of Springdale Office

Copies submitted:
City of Springdale
Attn: Mr. John Easterling (email)
Special Projects Administrator

Attachments: Appendix A: Schedule 40.01 (Jan 2024)
Schedule 42.07 (Jan 2024)
Schedule 46.02 (Jan 2024)
Appendix B: Details of Cost Estimate

Authorized By: _____ Date: _____

APPENDIX A



STANDARD FEES AND GENERAL CONDITIONS FOR
ENGINEERING AND TECHNICAL SERVICES

1. Client

Client, as used herein, is the entity who authorized performance of services by Grubbs Engineering, LLC, dba UES, hereinafter referred to as UES, and accepts responsibility for payment under the conditions stated herein.

2. Professional Services and Fees

2.1 **Analysis, consultation and report preparation.** Fees for our professional services are included in the attached proposal.

2.2 **Reimbursable expenses.** Expenses other than salary costs that are directly attributable to performance of our professional services are billed as follows:

- a) for transportation in our company automobiles, \$0.90 per mile
- b) for all other expenses, included but not limited to, authorized travel, sample shipment, subcontracts, consulting fees, long distance communications, outside reproduction, and mailing expense, cost plus 15 percent

3. General Conditions

3.1 On-site Responsibilities and Risks

- a) **Right-of-Entry.** Unless otherwise agreed, Client will furnish right-of-entry and obtain permits, as required, for us to perform the field work.
- b) **Damage to Property.** We will take reasonable precautions to minimize damage to land and underground property caused by our operations, but we have not included in our fee the cost of repairing such damage. If Client desires us to repair and/or pay for damages, we will undertake the repairs and add the cost to our fee.
- c) **Toxic and Hazardous Materials.** Client will provide us with all information within his possession of knowledge as to the potential occurrence of toxic or hazardous materials at the site being investigated. If unanticipated toxic or hazardous materials are encountered, we reserve the right to demobilize our field operations at Client's expense. Remobilization will proceed following consultation with our safety coordinator and Client's acceptance of proposed safety measures and fee adjustments.
- d) **Utilities and Pipelines.** While performing our field work, we will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. Client agrees to hold UES and its officers, agents, employees, and subcontractors harmless for any damages to such structures, pipelines, and utilities which are not called to our attention and correctly shown on the plans furnished.

3.2 Warranty

- a) Services performed by UES will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, either expressed or implied, is made or intended by our proposal, contract, or reports.

- b) Client acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for our data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

3.3 Liability

Our liability to Client for injury or damage to persons or property arising out of work performed for Client and for which legal liability may be found to rest upon us, other than for professional errors and omissions, will be limited to our general liability coverage. For any damage caused by an error, omission, or other professional negligence, our liability will be limited to a sum not to exceed \$50,000 or our fee less direct third-party costs, whichever is greater. In the event that Client does not wish to limit our professional liability to this sum, we agree to waive this limitation upon receiving Client’s written request, and Client agrees to pay an additional consideration of 4 percent of our total fee or \$500, whichever is greater.

3.4 Invoices and Payment

Invoices will be submitted every four (4) weeks for services rendered. Payment is due upon presentation of our invoice and is past due thirty (30) days from invoice date. Payment of our invoice(s) is not contingent upon Client receiving payment from a third party. Client agrees to pay a finance charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts. Any attorney’s fees or other cost incurred in collecting a delinquent amount shall be paid by Client.

3.5 Samples

All samples of soil and rock will be discarded thirty (30) days after submission of our report, unless Client advises us otherwise. Upon request, we will deliver the samples in accordance with Client’s instructions, charges collect, or will store them for an agreed charge.

3.6 Records

All pertinent records relating to services performed hereunder shall be retained for three (3) years after completion of the work. Client shall have access to the records at all reasonable times during said period.

4. Related Services

Additional services that are frequently required for support of our professional activities are normally provided by one of the technical divisions of UES. Applicable charges are given in one or more schedules of the following series:

- 4.1 Laboratory Testing Fees**
- 4.2 Field Charges for Foundation Investigations**
- 4.3 Rates for Construction Surveillance and Consultation**



LABORATORY AND FIELD TESTING FEES

Test No.	Unit Price
1. CEMENT TESTS	Quoted on Request
2. AGGREGATE TESTS	
Grain Size Tests	
2.1. Sieve analysis fine aggregate and soils, through #200 sieve, each sample.....	\$ 86.00
2.2. Percent passing a single sieve, each	\$ 59.00
2.3. Grain size tests, coarse aggregate over 5 lb sample weight	\$ 125.00
Properties	
2.5. Specific gravity and Absorption, for fine aggregate, each sample	\$ 132.00
2.6. Specific gravity and Absorption, for coarse aggregate, each sample	\$ 81.00
2.7. Unit weight, each sample	\$ 68.00
2.8. Absorption, each sample	\$ 62.00
2.9. Organic impurities, each sample (ASTM C40)	\$ 86.00
2.10. Soft particle, each sample (ASTM C142).....	\$ 186.00
2.11. Sand equivalent, each sample	\$ 125.00
2.12. Flat and elongated particles, each sample (ASTM D4791)	\$ 136.00
Abrasion	
* 2.12.1. Los Angeles Machine (ASTM C 131), each sample	\$ 312.00
* 2.12.2 Los Angeles Machine (ASTM C 535), each sample	\$ 364.00
2.12.3. Crushing and preparing sample, per hour	\$ 78.00
Soundness	
* 2.13. Sulfate or Magnesium soundness test (5 cycles)	\$ 520.00
3. CONCRETE STRENGTH TESTS	
Concrete, Mortar or Grout Compressive Strength	
3.1. Cylinder compressive strength test, 4 x 8 in., each.....	\$ 16.00
3.1a Cylinder compressive strength test, 6 x 12 in., each.....	\$20.00
3.2. Saw cutting cylinder for capping, each	\$ 52.00
3.3. Cube compressive strength, each	\$ 19.00
Beam Flexural Strength	
3.4. Beam flexural strength test, each	\$ 52.00
3.5. "Hold" specimens processed, but not tested, each	\$ 16.00
Strength Estimate	
3.6. Schmidt concrete test hammer	Quoted on Request
3.7. Windsor probe test, \$ 35.00 per location (probe costs) plus hourly rate	Quoted on Request

4.	CONCRETE MIX DESIGNS	
4.1.	Compute mix design using previously determined aggregate properties, each.....	Engineer Hourly Rate
4.2.	Provide mix design/check contractors mix design by preparing trial batch mix using aggregate, admixtures, and cement furnished for use on project, each batch or each curve point	Technician Hourly Rate
	All tests of aggregates, cement and admixtures to determine the basic physical properties and suitability are charged separately.	
5.	CORING SERVICES	Quoted on Request
6.	CORE TESTS	
6.1.	Capping and testing of cores (with sawing ends), each	\$ 52.00
7.	SOIL AND BASE MATERIAL TESTS	
	<u>Classification and Index Tests</u>	
7.1.	Water content, per sample.....	\$ 6.00
7.2.	Liquid and plastic limits, per sample	
	7.2.1 Single Point	\$ 63.00
	7.2.2 3 Point	\$ 109.00
7.3.	Unit dry weight of sample, each.	\$ 35.00
7.4.	Specific gravity, each	\$ 99.00
7.5.	Sieve analysis through #200 sieve, per sample.....	\$ 99.00
7.6.	Percent passing a single sieve, each.....	\$ 59.00
7.7.	Hydrometer test, each	\$ 104.00m
7.8.	Double hydrometer, per samples	\$ 208.00
* 7.9.	Permeability of sand, constant head, each.	\$ 250.00
* 7.10.	Permeability – Flexwall Test (undisturbed sample) each.	\$ 287.00
* 7.11.	Permeability – Flexwall Test (remolded sample) each	\$ 362.00
* 7.12.	Laboratory soil resistivity each.	\$ 230.00
* 7.13.	pH, each	\$ 41.00
7.14.	Saw Cut Shelby Tube, each	\$ 78.00
	7.14.1. Shelby Tubes for permeability samples, each.....	47.00
7.15	Preparation of sample or base material binder, each	\$ 78.00
7.16	Sample preparation for soil with admixture, including admixtures and curing, per sample	\$ 151.00
	<u>Compaction and Control Tests</u>	
7.17.	Optimum moisture and density relationship	
	7.17.1. Standard compaction effort, per sample	\$ 198.00
	7.17.2. Modified compaction effort, per sample.....	\$ 198.00
7.18.	Laboratory relative density using vibratory table	\$ 473.00
7.19.	In-place density and moisture using nuclear equipment	Included In Hourly Technician Rate
7.20.	Lime modification optimum (LMO).....	Quoted on Request
7.21.	Sample preparation: soil mixtures and curing, per hour	\$ 78.00

Strength Tests

7.22.	California bearing ratio (CBR), per specimen (Proctor cost NOT included)	\$ 230.00
7.23.	Sample preparation: soil admixtures and curing for compaction and strength tests, per hour	\$ 78.00
7.24.	Soil-cement or soil-lime tests.....	Quoted on request
7.25.	Unconfined compression, soil	\$ 86.00
7.26.	Unconfined compression, rock	\$ 69.00
7.27.	Unconfined compression, rock (with saw cutting)	\$ 86.00
7.28.	Unconsolidated-undrained – triaxial, each	\$ 99.00
* 7.29.	Consolidated-undrained – triaxial, each	Quoted on Request
* 7.30.	Consolidated-drained – direct shear (3 Points).....	\$ 208.00
* 7.31.	Residual strength – direct shear (Per Point).....	\$ 312.00
* 7.32.	Multi-stage test for triaxial or direct shear, per stage	\$ 122.00

Volume Change Tests

* 7.33.	Consolidation (8 Points)	\$ 406.00
* 7.34.	Pressure Swell (Core)	\$ 173.00
7.35	Swell Test ASTM D4546.....	\$ 298.00

8. ASPHALTIC CONCRETE MIX DESIGNS

* 8.1.	Provide mix design using aggregates and asphalt furnished for use on project, Marshall Method, each	Hourly Rate
* 8.2.	Compute mix design using previously determined aggregate properties such as gradation, specific gravity, and other design factors, each	Hourly Rate

9. ASPHALTIC CONCRETE TESTS

9.1.	Molding test specimens, each specimen	\$ 47.00
9.2.	Determine laboratory density or percent voids, each specimen	\$ 50.00
9.3.	Determine Marshall stability and flow value, each specimen	\$ 47.00
9.4.	Maximum theoretical specific gravity, each	\$ 125.00
9.5.	Extraction (percent of bitumen and aggregate gradation), each	\$ 520.00
9.6.	Laboratory density on field-cut specimen trimmed to size in laboratory (field cutting of specimens is charged separately), each	\$ 47.00
9.7.	In-place density of asphalt course using nuclear equipment.....	Hourly Rate

10. MASONRY TESTS

Masonry Compressive Strength

10.1.	Mortar cube compressive strength, each.....	\$ 19.00
10.2.	Masonry grout compressive strength, each.....	19.00
* 10.3.	Masonry prism strength, each	158.00
* 10.4.	Masonry unit block strength, each	47.00

Masonry Mortar Mix Verification

* 10.5	Mix preparation and casting cubes per ASTM C-270 with flow test, each set (does not include strength test cost)	177.00
* 10.6	Water retention test (does not include mix preparation cost), each	177.00

11. SPECIAL TESTS

Tests not listed above are performed, whether outside our laboratory at cost plus 15 percent or on an hourly basis (see Schedule 46.02 for Hourly Rates for Engineering and Technical Personnel).

- (1) Securing samples at local projects, plant or from supplier's stock will be charged at an hourly rate for the technician plus travel at \$0.90 per mile.
- (2) Rush assignments requiring unscheduled overtime are subject to a 50 percent surcharge.

* These tests are performed only in our Little Rock Laboratory. Additional charges for shipping or transporting samples from our Springdale Laboratory may be applicable.



HOURLY RATES FOR
ENGINEERING AND TECHNICAL PERSONNEL

	Hourly Rates
Senior Principal	\$185. to \$225.
Principals	\$140. to \$185.
Engineer Managers	\$125. to \$175.
Senior Project Engineers	\$125. to \$175.
Project Engineers/Project Geologist.....	\$100. to \$165.
Staff Engineers/Staff Geologist	\$85. to \$125.
Technician Supervisor	\$85. to \$115.
CMT or Senior Technicians	\$75. to \$100.
Engineering Aides and Draftspersons	\$60. to \$85.

NOTES:

- 1. 3 Hour minimum call out for site visits and field tests.
- 2. Full-time construction surveillance will be quoted at weekly or monthly rates on a job-by- job basis.
- 3. Rates for tests performed in the laboratory will be in accordance with Schedule 42.04 or 42.07.
- 4. Overnight expenses will be charged at \$166.00 per night.
- 5. Travel out of town will be charged at a rate of \$0.90 per mile.
- 6. For local travel, i.e., within the city of the office location, a trip charge of \$20.00 per trip will apply.

APPENDIX B



Cost Estimate for CMT Services

Items:

A. Earthwork, Roadway, Curb and Gutter, Sidewalks and Trails				
	<u>Visits</u>	<u>Hrs/Visit</u>	<u>Hourly Rate</u>	<u>Total</u>
Densities, concrete, base, asphalt				
Senior CMT Technician:	365	4	\$73.00	<u>\$106,580.00</u>
				\$106,580.00
B. Proof roll, Undercut, Bearing Capacity				
	<u>Visits</u>	<u>Hrs/Visit</u>	<u>Hourly Rate</u>	<u>Total</u>
Project Engineer:	20	4	\$135.00	\$10,800.00
				\$10,800.00
C. Report Review, On-site Meetings and Consultation				
			<u>Hourly Rate</u>	<u>Total</u>
	<u>Weeks</u>	<u>Hrs/week</u>		
Principal Engineer (1 hr/week)	52	1	\$173.00	\$8,996.00
D. Project Management and Coordination				
	<u>Weeks</u>	<u>Hrs/week</u>	<u>Hourly Rate</u>	<u>Total</u>
Staff Engineer/Geologist (1 hr/wk)	52	1	\$114.00	\$5,928.00
E. Trips				
	<u>Visits</u>	<u>Miles (Round Trip)</u>	<u>Mileage Rate/Trip</u>	<u>Total</u>
	385	1	\$20.00	\$7,700.00
F Laboratory Testing				
	<u>Sets</u>	<u>Cyl/Set</u>	<u>Rate/Cyl</u>	<u>Total</u>
Concrete Breaks	70	4	\$16.00	\$4,480.00
Proctor and Classification (Soils)		<u>Samples</u>	<u>Rate</u>	<u>Total</u>
Proctor		5	\$350.00	\$1,750.00
Concrete Break Report Preparation		<u>Total sets</u>	<u>Rate/set</u>	<u>Total</u>
0.5 hr/set @\$73		70	\$36.50	<u>\$2,555.00</u>
Asphalt Cores		20	\$50.00	<u>\$1,000.00</u>
				\$9,785.00
G Report Preparation				
	<u>Weeks</u>	<u>Hrs/week</u>	<u>Hourly Rate</u>	<u>Total</u>
Admin. Assistant				
Report Preparation (2 hr/wk x 52 wks)	52	2	\$73.00	<u>\$7,592.00</u>
				\$7,592.00
Grand Total Cost:				<u>\$157,381.00</u>

ASSUMPTIONS

Following assumptions are made as discussed in the on-site meeting of June 3, 2024, with John Easterling,

- a. Total project duration: 365 days
- b. On an average, 1 site visit/day by a Senior CMT Technician is expected for the duration of the project
- c. A total of 20 site visits by the geotechnical engineer are assumed for proof-roll, undercut and bearing capacity verification
- d. A total of 70 sets of concrete, 8 days of asphalt placement, 20 asphalt cores and 5 Proctor tests assumed

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 107 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Section 107-1 of the Code of Ordinances of the City of Springdale, Arkansas, contains the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to adopt the updated version of the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas;

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

Section 1: There is adopted by reference the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the purposes of establishing rules and regulations for the regulation of stormwater, pollution prevention, grading and erosion control, three copies of which are on file in the office of the City Clerk of the City of Springdale, being marked and designated as the Stormwater, Pollution Prevention, Grading and Erosion Control Manual for the City of Springdale, Arkansas.

Section 2: All other provisions of Chapter 107 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

SEC. 107.1 GENERAL PROVISIONS

A. Purposes. The purpose and objectives of this Chapter are as follows:

1. To maintain and improve the quality of water impacted by the storm drainage system within the City of Springdale.
2. To prevent the discharge of contaminated stormwater runoff and illicit discharges from industrial, commercial, residential, and construction sites into the storm drainage system within the City of Springdale.
3. To promote public awareness of the hazards involved in the improper discharge of trash, yard waste, lawn chemicals, pet waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste, sediment and other pollutants into the storm drainage system.
4. To encourage recycling of used motor oil and safe disposal of other hazardous consumer products.
5. To facilitate compliance with state and federal standards and permits by owners of construction sites within the City.
6. To enable the City to comply with all federal and state laws and regulations applicable to the National Pollutant Discharge Elimination System (NPDES) permitting requirements for stormwater discharges.
7. To encourage managed natural landscaping and riparian restoration projects to help stabilize bank erosion, filter out pollutants, sediments, pathogens, improve water quality, and stormwater mitigation.

B. Administration. Except as otherwise provided herein, the Director of Engineering shall administer, implement, and enforce the provisions of this Chapter.

C. Abbreviations. The following abbreviations when used in this Chapter shall have the designated meanings:

ADEQ – Arkansas Department of Environmental Quality
BMP - Best Management Practices
CFR - Code of Federal Regulations
CRIR – Construction Review Inspection Report
EPA - U.S. Environmental Protection Agency
HHW - Household Hazardous Waste
MS4 - Municipal Separate Storm Sewer System
NPDES - National Pollutant Discharge Elimination System
SWP3 or SWPPP - Stormwater Pollution Prevention Plan

D. Definitions. Unless a provision explicitly states otherwise, the following terms and phrases as used in this Chapter, shall have the meanings hereinafter designated.

Authorized Enforcement Agency - Employees or designees of the Director of the municipal agency designated to enforce this ordinance.

Best management Practices (BMPs) - Schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the City. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage of leaks, sludge or waste disposal, or drainage from raw material storage.

BMPs may also refer to alternatives to practices that improve the water quality and flow management functions and benefits of the open drainage system such as piping, filling or hardening open drainage ways. BMPs include, but are not limited to:

- a. physical structures or created natural features such as wetlands or ponds that improve water quality and/or attenuate flow;*
- b. maintenance or construction practices that prevent erosion, control sedimentation, and reduce pollution entering runoff;*
- c. educational strategies that inform the public, developers, business/industry, etc. on stormwater pollution prevention;*
- d. regulations and enforcement programs that protect water quality;*
- e. protection of open drainage ways for stormwater treatment and conveyance, and maintaining adjacent (riparian) buffers to provide natural stormwater filtration, cooling and long-term channel stability and other stormwater management functions;*
- f. and the avoidance of piping, filling, or deteriorating the condition of open drainage ways.*

Treatment controls remove pollutants from stormwater. The selection, application and maintenance of BMPs must be sufficient to prevent or reduce the likelihood of pollutants entering the storm drainage system. Specific BMPs shall be imposed by the City and are discussed further in the City of Springdale's Best Management Practices Manual.

Buffer Zones - A perimeter vegetated (100% vegetated with a minimum of 80% coverage) buffer strip shall be temporarily maintained around disturbed areas for erosion control purposes.

Buffer Zones (Riparian) – An undisturbed buffer as stated below shall be maintained at all times.

- a. For construction projects where clearing and grading activities will occur, a buffer zone of at least twenty five (25) feet measured horizontally from the top of bank to the disturbed area, from any named and unnamed streams, creeks, rivers, lakes or water bodies.*
- b. A fifty (50) feet buffer zone, as measured from the top of bank to the disturbed area, adjacent to established TMDL water bodies, streams listed on the 303 (d) list, an Extraordinary Resource Water (ERW), Ecologically Sensitive Water body (ESW), Natural and Scenic Waterway (NSW), and/or any other uses at the discretion of the Director.*
- c. Linear projects will be evaluated individually by the Engineering Department to determine buffer zone setbacks.*
- d. Restoration*

City – is the City of Springdale, Arkansas.

Clean Water Act - The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Clearing – the act of cutting, removing from the ground, burning, damaging or destroying trees, stumps, hedge, brush, roots, logs, or scalping existing vegetation.

Commercial – pertaining to any business, trade, industry, or other activity engaged in for profit.

Completion of Construction – defined as any Construction Site with a Grading Permit in which

- a. development and grading within the disturbed area is complete and matches plans as approved by the Planning Commission, and
- b. the disturbed soil area is observed to have 80% grass coverage and 100% stability, and
- c. No slopes steeper than a 3:1 pitch unless otherwise approved in writing by the Director of Engineering, and
- d. Notice of Violations issued have all corrective actions approved with an inspection report signed by a representative of the Director of Engineering, and
- e. all heavy equipment, stockpiles, and construction site materials have been removed from the Construction Site.

Construction Site – is any location where construction activity occurs.

Contaminated – containing harmful quantities of pollutants.

Contractor – any person or firm performing or managing construction work at a construction site, including any construction manager, general contractor or subcontractor. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical or landscaping contractors, and material suppliers delivering materials to the site.

Director – the person appointed to the position of Director of Engineering.

Discharge – any addition or release of any pollutant, stormwater or any other substance whatsoever into storm drainage system.

Discharger – Any person, who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any owner of a construction site or industrial facility.

Domestic Sewage – The sewage originating primarily from kitchens, bathrooms and laundry sources, including waste from food preparation, dishwashing, garbage grinding, toilets, baths, showers and sinks.

Earthwork --the disturbance of soils on a site associated with clearing, grading, or excavation activities.

Environmental Protection Agency (EPA) – the United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of the EPA or such successor agency.

Facility – any building, structure, installation, process, or activity from which there is or may be a discharge of a pollutant.

Fertilizer -- a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

Fire Protection Water –any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

Garbage – means putrid animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Groundwater – any water residing below the surface of the ground or percolating into or out of the ground.

Harmful Quantity – the amount of any substance that the Director of Engineering or Stormwater Manager determines will cause an adverse impact to storm drainage system or will contribute to the failure of the City to meet the water quality based requirements of the NPDES permit for discharges from the MS4.

Hazardous Substance – any substance listed in Table 302.4 of 40 CFR Part 302.

Hazardous Waste – any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

Household Hazardous Waste (HHW) – any material generated in a household (including single and multiple residences) that would be classified as hazardous.

Illegal Discharge - Any direct or indirect non-stormwater discharge to the storm drainage system, waterway or any natural body of water, except as may be exempted in this ordinance.

Illicit Connections - An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drainage system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drainage system and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system which has not been documented in plans, maps, or equivalent records and approved by the City.

Industrial Activity - Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14)

Industrial Waste (or commercial waste) – any wastes produced as a byproduct of any industrial, institutional or commercial process or operation, other than domestic sewage.

Land Alteration – Is the process of grading, clearing, filling, excavating, quarrying, tunneling and trenching during construction or similar activities.

Managed natural landscape – a planned, intentional, and maintained planting of native and non-native grasses, wildflowers, forbs, ferns, shrubs or trees, including but not limited to rain gardens, buffer zones (riparian), meadow

vegetation, pollinator meadows, and ornamental plantings.

Meadow vegetation –grasses and flowering broad-leaf plants that are native to, or adapted to, the State of Arkansas, the Ozark Region, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.

Mechanical Fluid – any fluid used in the operation and maintenance of machinery, vehicles and any other equipment, including lubricants, antifreeze, petroleum products, oil and fuel.

Mobile Commercial Cosmetic Cleaning (or mobile washing) – power washing, steam cleaning, and any other method of mobile cosmetic cleaning, of vehicles and/or exterior surfaces, engaged in for commercial purposes or related to a commercial activity.

Municipal Separate Storm Sewer System (MS4) – the system of conveyances, including roads, streets, curbs, gutters, ditches, inlets, drains, catch basins, pipes, tunnels, culverts, channels, detention basins and ponds owned and operated by the City and designed or used for collecting or conveying stormwater, and not used for collecting or conveying sanitary sewage, and eventually discharging stormwater into streams and water bodies of the state(s).

Notice of Termination – a document which terminates a Grading Permit, which must be signed and approved by either the Director of Engineering or the Stormwater Manager.

Noxious weeds – shall have the meaning assigned by the State of Arkansas Code § 2-16-211 (2020) and the species list provided by Arkansas Department of Agriculture.

NPDES –The National Pollutant Discharge Elimination System.

NPDES Stormwater Discharge Permit – A permit issued by EPA (or by a State under the authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual, group, or general area-wide basis.

Non-Stormwater Discharge - Any discharge to the storm drainage system that is not composed entirely of stormwater.

Notice of Violation – a written notice detailing any violations of this Chapter and any action expected of the violators.

Oil – any kind of oil in any form, including, but not limited to: petroleum, fuel oil, crude oil, synthetic oil, motor oil, cooking oil, grease, sludge, oil refuse, and oil mixed with waste.

Operator - for the purpose of this Ordinance and in the context of stormwater associated with construction activity, means any person (an individual, association, partnership, corporation, municipality, state or federal agency) who has the primary management and ultimate decision making responsibility over the operation of a facility or activity. The operator is responsible for ensuring compliance with all applicable environmental regulations and conditions.

Ornamental plants – means grasses, perennials, annuals and groundcovers purposefully planted for aesthetic reasons.

Person – any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns, including all federal, state, and local governmental entities.

Pesticide – a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest.

Pet Waste (or Animal Waste) – Excrement and other waste from domestic animals.

Petroleum Product – a product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel or lubricant in a motor vehicle or aircraft, including motor oil, motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

Pollinator Meadow – includes meadow vegetation with a focus in non-invasive pollinator-friendly wildflowers, legumes, and/or shrubs.

Pollutant – any substance attributable to water pollution, including but not limited to rubbish, garbage, solid waste, litter, debris, yard waste, pesticides, herbicides, fertilizers, pet waste, animal waste, domestic sewage, industrial waste, sanitary sewage, wastewater, septic tank waste, mechanical fluid, oil, motor oil, used oil, grease, petroleum products, antifreeze, surfactants, solvents, detergents, cleaning agents, paint, heavy metals, toxins, household hazardous waste, small quantity generator waste, hazardous substances, hazardous waste, soil and sediment.

Pollution -- Anything which causes or contributes to pollution. Pollutants may include, but not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution.; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coli form and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water that renders the water harmful, detrimental, or injurious to humans, animal life, plant life, property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Potable Water – Water that has been treated to drinking water standards and is safe for human consumption.

Premises - Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Private Drainage System -- all privately or publicly owned ground, surfaces, structures or systems, excluding the MS4, which contribute to or convey stormwater, including but not limited to, roofs, gutters, downspouts, lawns, driveways, pavement, roads, streets, curbs, gutters, ditches, inlets, drains, catch basins, pipes, tunnels, culverts, channels, detention basins, ponds,

draws, swales, streams and any ground surface.

Qualified Person – A person who possesses a stormwater certification or license from a reputable organization. Or have ample competence, skills, and the ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

Rain garden – a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of stormwater and accompanying pollutants from entering streams, lakes and rivers.

Release – to dump, spill, leak, pump, pour, emit, empty, inject, leach, dispose or otherwise introduce into the storm drainage system.

Restoration –manipulating the physical, chemical or biological characteristics of a site to achieve a former condition with improved riparian functions, values, or acreage in order to protect public health, safety, and welfare.

Rubbish/Trash – non-putrid solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (1600 to 1800 degrees Fahrenheit).

Sanitary Sewage -- is the domestic sewage and/or industrial waste that is discharged into the City sanitary sewer system and passes through the sanitary sewer system to the City sewage treatment plant for treatment.

Sanitary Sewer – is the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the City sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).

Sediment – soil (or mud) that has been disturbed or eroded and transported naturally by water, wind or gravity, or mechanically by any person.

Septic Tank Waste – is any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and aerated tanks.

Shall – means mandatory; May – discretionary.

Site -- the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

Solid Waste – any garbage, rubbish, refuse and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, municipal, commercial, construction, mining or agricultural operations, and residential, community and institutional activities.

State – The State of Arkansas.

Storm Drainage System – Publicly or privately owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped

storm drains, pumping facilities, retention and detention basins, natural water bodies and human-made or altered drainage channels, reservoirs, and other drainage structures. All surfaces, structures and systems that contribute to or convey stormwater, including private drainage systems, the MS4, surface water, groundwater and Waters of the State and Waters of the United States.
Stormwater – *Stormwater runoff, snow melt runoff, and surface runoff and drainage.*

Stormwater Management Plan (SWMP): *The plan adopted by the City that describes BMPs and activities to be implemented to eliminate or reduce pollutant discharges to stormwater.*

Stormwater Pollution Prevention Plan (SWP3 or SWPPP) – a document that describes the Best Management Practices to be implemented at a site, to prevent or reduce the discharge of pollutants.

Stormwater Manager – the person appointed to the position of Stormwater Manager, to manage the Stormwater Program, by the Director of Engineering.

Subdivision Development – includes activities associated with the platting of any parcel of land into two or more lots and includes all construction activity taking place thereon.

Surface Water – is water bodies and any water temporarily residing on the surface of the ground, including oceans, lakes, reservoirs, rivers, ponds, streams, puddles, channelized flow and runoff.

Turf-grass lawn – a lawn comprised mostly of grasses common used in regularly cut lawns or play areas (such as but not limited to bluegrass, fescue, and ryegrass blends), intended to be maintained at a height of no more than eight (8) inches.

Uncontaminated -- not containing harmful quantities of pollutants.

Used Oil (or Used Motor Oil) – any oil that as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties.

Utility Agency – private utility companies, City departments or contractors working for private utility companies or City departments, engaged in the construction or maintenance of utility distribution lines and services, including water, sanitary sewer, storm sewer, electric, and gas, telephone, television and communication services.

Vehicular Use Area – any area on a property, paved or unpaved, in which a vehicle or vehicles of any size or type may use to park, enter, egress, drive across, or access in any manner a property, excluding any area identified and labeled on a Grading or Erosion Control Plan as temporary construction parking, entrance, egress, road, or other temporary construction access which shall instead be treated as construction site materials and removed to achieve Completion of Construction.

Wastewater – any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Water of the State (or water) – any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks,

estuaries, marshes, inlets, canals, inside the territorial limits of the State, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the State or inside the jurisdiction of the State.

Water Quality Standard – the designation of a body or segment of surface water in the State for desirable uses and the narrative and numerical criteria deemed by State or Federal regulatory standards to be necessary to protect those uses.

Waters of the United States -- all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of “waters of the United States” at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

Wetland -- any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Yard Waste – leaves, grass clippings, tree limbs, brush, soil, rocks or debris that result from landscaping, gardening, yard maintenance or land clearing operations.

SEC. 107.2 PROHIBITIONS AND REQUIREMENTS

A. Prohibitions

1. No person shall release or cause to be released into the storm drainage system any discharge that is not composed entirely of uncontaminated stormwater. Common stormwater contaminants include trash, yard waste, lawn chemicals, pet waste, wastewater, oil, petroleum products, cleaning products, paint products, hazardous waste and sediment.
2. Any discharge shall be prohibited by this Section if the discharge in question has been determined to be a source of pollutants to the storm drainage system.
3. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
4. No person shall connect a line conveying sanitary sewage, domestic sewage or industrial waste, to the storm drainage system, or allow such a connection to continue.
5. No person shall maliciously destroy or interfere with BMP's implemented pursuant to this Chapter.

B. Exemptions. The following non-stormwater discharges are deemed acceptable and not a violation of this Section:

1. A discharge authorized by an NPDES permit other than the NPDES permit for discharges from the MS4;
2. Uncontaminated waterline flushing and other infrequent discharges from potable water sources;
3. Infrequent uncontaminated discharge from landscape irrigation or lawn watering;
4. Discharge from the occasional non-commercial washing of vehicles on properties zoned A-1, R-E, SF-1, SF-2, SF-3, SF-4, MF-2, MF-4, MF-12, MF-16, MF-24, P-1 or PUD, or the non-commercial washing of vehicles by charitable organizations. *However, individuals and charitable organizations shall choose a biodegradable soap specifically formulated for automotive usage. Even when using biodegradable soap, it is better to avoid paved surfaces and wash your vehicle on unpaved surfaces so that the toxic waste water can be absorbed and neutralized in soil instead of flowing directly into storm drains or open water bodies.*
5. Car Lot Washing - *When washing multiple vehicles at dealerships or used car lots shall use facilities draining directly to the sanitary sewage or use a biodegradable soap specifically formulated for automotive usage, soap shall be both chlorine and phosphate-free as well as non-petroleum-based. All toxic waste water flowing directly into storm drains or open water bodies is prohibited.*

6. Uncontaminated discharge from foundation, footing or crawl space drains, sump pumps and air conditioning condensation drains;
7. Uncontaminated groundwater, including rising groundwater, groundwater infiltration into storm drains, pumped groundwater and springs;
8. Diverted stream flows and natural riparian habitat or wetland flows;
9. A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials.

C. Requirements Applicable to Certain Dischargers

1. Private Drainage System Maintenance. The owner of any private drainage system shall maintain the system to prevent or reduce the discharge of pollutants. This maintenance shall include, but is not limited to, sediment removal, bank erosion repairs, maintenance of vegetative cover, riparian restoration and maintenance, an approved managed natural landscape, and removal of debris from pipes and structures.
2. Minimization of Irrigation Runoff. A discharge of irrigation water that is of sufficient quantity to cause a concentrated flow in the storm drainage system is prohibited. Irrigation systems shall be managed to reduce the discharge of water from a site.
3. Cleaning of Paved Surfaces Required. The owner of any paved parking lot, street or drive shall clean the pavement as required to prevent the buildup and discharge of pollutants. The visible buildup of mechanical fluid, waste materials, sediment or debris is a violation of this ordinance. Paved surfaces shall be cleaned by dry sweeping, wet vacuum sweeping, collection and treatment of wash water or other methods in compliance with this Code. This section does not apply to pollutants discharged from construction activities.
4. Maintenance of Equipment/Construction Vehicle Storage. Any leak or spill related to equipment maintenance in an outdoor, uncovered area shall be contained to prevent the potential release of pollutants. Vehicles, machinery and equipment must be maintained to reduce leaking fluids.
5. Wrecked or Disabled Vehicle Storage. *Any leak or spill related to wrecked or disabled vehicles stored in an outdoor, uncovered area shall be contained to prevent the potential release of pollutants to streams or water bodies.*
 - a. *The complete towed vehicle parking lot for wrecked or disabled vehicles shall be contained.*
6. Materials Storage. In addition to other requirements of this Code, materials shall be stored to prevent the potential release of pollutants. The uncovered, outdoor storage of unsealed containers of trash, debris, garbage, or hazardous substances is prohibited.
7. Pet Waste. Pet waste shall be disposed of as solid waste or sanitary sewage in a timely manner, to prevent discharge to the storm drainage

system.

8. Pesticides, Herbicides and Fertilizers. Pesticides, herbicides and fertilizers shall be applied in accordance with manufacturer recommendations and applicable laws. Excessive application shall be avoided.
9. Prohibition on Use of Pesticides and Fungicides Banned from Manufacture. Use of any pesticide, herbicide or fungicide, the manufacture of which has been either voluntarily discontinued or prohibited by the Environmental Protection Agency, or any Federal, State or City regulation is prohibited.
10. Open Drainage Channel Maintenance. Every person owning or occupying property through which an open drainage channel passes shall keep and maintain that part of the drainage channel within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or retard the flow of water through the drainage channel. In addition, the owner or occupant shall maintain existing privately owned structures adjacent to a drainage channel, so that such structures will not become a hazard to the use, function, or physical integrity of the drainage channel.
11. Roof and Landscaping Drains. Drains and pipes of any size or type which carry water from any structure must be directed to public rights-of-way or drainage easements, or to public drainage systems, and may not be directed to a neighboring property.

D. Requirements Applicable to Managed Natural Landscapes and Restoration of Buffer Zones

1. Managed natural landscapes must register with the City and submit a Native Landscaping Plan for approval and meet the following requirements:
 - a. Submit a native landscape plan every five years;
 - b. Managed natural landscapes may include plants and grasses in excess of eight (8) inches in height and which have gone to seed, but may not include any noxious weeds and must be maintained so as to not include unintended vegetation.
 - c. Managed natural landscapes may not include any plantings, which due to location and manner of growth constitute a hazard to the public or may cause injury or damage to persons or property when such growth is in violation of sections 244.1580 or 427.280.
 - d. Managed natural landscapes shall not include turf-grass lawns left unattended for the purpose of returning to a natural state.
 - e. Include species of plants that will be used. If a seed mix is used, attach a copy of the seed mix or list the name of the company where the seed was purchased and seed mix name.
 - f. If the planting will be on sloped ground, describe what will be done to prevent erosion. Cover crop or erosion control blanket may be required while plantings establish.

- [illegible]

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 42-76 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Section 42-76 of the Code of Ordinances of the City of Springdale, Arkansas, contains definitions associated with unsightly and unsanitary conditions on private property in the City of Springdale; and,

WHEREAS, the aforementioned definitions are in need of revision so as to clarify and assist in the identification, interpretation, and enforcement of the removal of unsightly and unsanitary conditions on private property within the City of Springdale.

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

Section 1: Section 42-76 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 42-76. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Buffer zones (riparian) means those areas defined as buffer zones (riparian) in Section 107.1D of the Stormwater, Pollution Prevention, Grading and Erosion Control Manual, adopted as Chapter 107 of the Code of Ordinances of the City of Springdale, Arkansas.

Garbage means all normal kitchen waste, such as vegetable and animal wastes and their by-products; but does not include sewage and human body wastes.

Managed natural landscape means those areas defined as managed natural landscape in Section 107.1D of the Stormwater, Pollution Prevention, Grading and Erosion Control Manual, adopted as Chapter 107 of the Code of Ordinances of the City of Springdale, Arkansas.

Rubbish means brush, grass, leaves and other normal yard refuse, paper, cans, bottles and empty food and drink containers.

Things include, but are not limited to, the following items: inoperative motor vehicles; inoperative household or commercial appliances; furniture; building materials; building rubbish; defective septic tanks; human or animal excrement; metal, plastic, or paper containers.

(1) *Abandoned* means that property to which no person claims or exercises the rights of ownership.

(2) *Appliances* means, but is not limited to, refrigerators, deep freezes, stoves, ovens, air conditioners, washers, dryers, trash compactors, dishwashers, televisions, radios, hot water heaters, and plumbing fixtures.

(3) *Building material* means, but is not limited to, items such as boards, bricks, cement, nails, pipe, sheet metal, siding, tar paper and windows which have never been incorporated into a structure or which have been removed from a structure and may be readily incorporated into another structure. This article applies only to building material which lies in public view and with respect to which its owner has no definite immediate plans for its use.

(4) *Building rubbish* means any post construction solid waste which, because of its quantity, quality or condition, cannot be readily and immediately put to a beneficial use.

(5) *Inoperative* means an item which, by mechanical or physical defect, can no longer be used for its intended purpose and which is not serving a functional purpose. Inoperative, when applied to motor vehicles, refers to any motor vehicle which is inoperable, dismantled, damaged or is unable to start or move under its own power. A vehicle shall be presumed to be inoperative when any of the following conditions exist:

- a. One or more tires are flat.
- b. One or more wheels are missing.
- c. The hood or trunk is raised or missing and has appeared to remain so for more than three days.
- d. Weeds or grass have grown up around the vehicle.
- e. The engine is missing.
- f. The vehicle has no current vehicle tags or registration.
- g. The door or doors, fender or fenders are removed or missing.
- h. The front or rear windshield is broken, removed or missing, or the side windows are broken or removed or missing.

(6) *Motor vehicle* means a self-propelled device that is required under the laws of the State of Arkansas to be licensed in order to be operated upon the public roadways.

Unsanitary means that a place, condition or thing is unsanitary when it might become a breeding place for flies, mosquitoes and germs harmful to the health of the community.

Unsightly means that a place, condition or thing is unsightly when it is in public view and offends the then-prevailing standard of the community as a whole, and not limited to a specific area, as to aesthetics or order.

Weeds means any vegetation, lush or decayed, regardless of its beauty or utility and regardless of the fact that it might serve as a sanctuary for animals beneficial to man, which, because of its natural condition or lack of maintenance by the owner or occupant of the property, threatens the health or safety of the community or creates an unsightly condition thereon, except as part of a managed natural landscape, restoration, or buffer zones (riparian) as defined in this section.

Section 2: All other provisions of Chapter 42 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE
OF NEW PITCHING MATS AT J.B. HUNT
PARK
(2023 BOND PROJECT NO. 23BPP6)**

WHEREAS, Springdale Parks and Recreation would like to purchase new pitching mats for the softball fields at J.B. Hunt Park, and

WHEREAS, the softball fields have recently been upgraded to a high-grade, artificial turf as one of the 2023 Park Bond Projects, and

WHEREAS, the new pitching mats will prevent damage and wear to that area of the field, and

WHEREAS, Springdale Parks and Recreation received three (3) quotes from local companies, and

WHEREAS, upon review, they have selected The Perfect Mound for the purchase of Defender Series Softball Mats, in the amount of \$11,650.00 to be paid for out of the 2023 Parks Bond (2023 Parks Bond Project No. 23BPP6).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council authorizes Springdale Parks and Recreation to purchase new pitching mats from The Perfect Mound for fields at J.B. Hunt Park, in the amount of \$11,650.00, to be paid for out of the 2023 Parks Bond (2023 Parks Bond Project No. 23BPP6).

PASSED AND APPROVED this 25th day of June, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Parks & Recreation		Date: 4-10-24
Point of Contact: Chad Wolf	Amount Requested: \$ \$11,650	
Date to be Presented to Committee: <u>APR</u> / <u>15</u> / <u>2024</u>		
Brief Description of Funding Request: Pitching mats for JB Hunt fields. This will prevent wear and tear to this specific area of the field.		
Funding Source: (General Fund, Special Fund, etc.) Pay out of 2023 Parks and Recreation Bond		
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: Chad Wolf		☐ \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? ☐ Buy Board ☐ Sole Source

Order Details

Account Name

Springdale Parks and Recreation

Created Date

2/8/2024

Quote Number

00001230

Contact Information

Prepared By

Marketing

Contact Name

Chris Gibson

Email

mkt@thepperfectmound.com

Phone

(479) 283-0071

Email

cgibson@springdalear.gov

Address Information

Bill To Name

Springdale Parks and Recreation

Ship To Name

Springdale Parks and Recreation

Bill To

1955 Fleming Drive

Springdale, AR 72762

Ship To

1955 Fleming Drive

Springdale, AR 72762

United States

United States

Quote Line Items

Product	Sales Price	Quantity	Total Price
Defender Series Softball Mat	\$1,845.00	6.00	\$11,070.00

Totals

Subtotal

\$11,070.00

Total Price

\$11,070.00

Shipping and Handling

\$580.00

Grand Total

\$11,650.00

Estimates are valid for 15 days. Payment terms are net15 upon delivery. Failure to pay within the 15-day period will result in a 2% late fee or a \$50 charge, whichever is smaller. Orders exceeding \$20,000, require a 50% deposit.

We appreciate your business and look forward to serving you!



RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO VACATE A PORTION OF PURSELL
STREET.**

WHEREAS, Taldo Rentals, LLC, has petitioned for the abandonment of a portion of a dedicated public street, more commonly known as a portion of Pursell Street, described as follows:

Beginning at the Northwest corner of Parcel No. 815-25083-000, which is Lot 2, Block 1, Putman's Addition to the City of Springdale, Arkansas; thence South to the Southwest corner of Parcel No. 815-25083-000; thence West 30.00 feet, more or less, to the east property line of Parcel No. 815-25087-100; thence North along said east property line, and continuing North along the east property line of Parcel No. 815-25087-000, to the South right-of-way line of West Huntsville Avenue; thence East along said right-of-way line a distance of 30.00 feet, more or less, to the point of beginning. And as shown on the attached Exhibit "A".

WHEREAS, the City Council for the City of Springdale, Arkansas, finds that a hearing date should be set on the petition pursuant to Ark. Code Ann. §14-301-301, *et seq.*;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that July 23, 2024, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this 25th day of June, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



W HUNTSVILLE AVE

815-25087-000

25089-000

NR2

610 A

610 B

815-25087-100

5090-000

815-25092-000

502

W PRICE AVE

W HUNTSVILLE AVE

815-25081-001

815-25083-000

815-25081-000

815-25082-000

815-25084-001

414

815-25084-000

412

815-25086-000

81

W PRICE AVE

The City Council of the City of Springdale met in regular session on Tuesday, June 11, 2024 in the Council Chambers, City Administration Building. With the absence of Mayor Doug Sprouse, City Attorney Ernest Cate called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor (Absent)
Brian Powell	Ward 3 (Absent)
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
Debbie Pounders	Planning Dept. Admin. Asst.

Department heads present:

Frank Gamble	Police Chief
Patsy Christie	Planning Director
Ben Peters	Engineering Director
Chad Wolf	Parks and Recreation Director
Mark Gutte	IT Director
Colby Fulfer	Chief of Staff
James Smith	Public Work Director

SELECTION OF PRESIDENT PRO TEMPORE

Council Member Bailey made the motion to appoint Council Member Jeff Watson as President Pro Tempore for tonight’s council meeting. Council Member Lawson made the second.

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

AGENDA ITEM ADDED

Council Member Lawson made the motion to add a Resolution to tonight’s agenda which will be numbered 9 – H. Council Member Harriman made the second.

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

PUBLIC HEARING ON AN ORDINANCE TO ABANDON A PORTION OF A UTILITY EASEMENT AT 915 N. JEFFERSON STREET (PETITIONER: SONSTEGARD FOODS OF AR, INC)

No comments were made at the public hearing.

APPROVAL OF MINUTES

Council Member Harriman moved the minutes of the May 28, 2024 City Council meeting be approved as presented. Council Member Taldo made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

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

RESOLUTION NO. 66-24 – ACCEPTING A GRANT FROM THE WALMART FOUNDATION

Anna McKinney, Mayor’s Office, presented a Resolution accepting a grant in the amount of \$35,705.12 from the Walmart Foundation for a Shiloh Museum project entitled “Shiloh Front Porch Series”.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM THE WALMART FOUNDATION.

WHEREAS, the Shiloh Museum applied for a grant for a project entitled “Shiloh Front Porch Series, and

WHEREAS, in April the Shiloh Museum was awarded a grant in the amount of \$35,705.12, from The Walmart Foundation for connecting community through history, art, and music.

WHEREAS, the funds will be used for an outdoor art installation on the grounds of Shiloh Meeting Hall,

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

That the Mayor is hereby authorized to accept and sign the grant agreement for a grant in the amount of \$35,705.12 from The Walmart Foundation for connecting community through history, art, and music.

PASSED AND APPROVED this ____ day of June, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 66-24.

RESOLUTION NO. 67-24 - ACCEPTING A GRANT FROM THE SOCIETY OF AMERICAN ARCHIVISTS

Anna McKinney, Mayor’s Office, presented a Resolution accepting a grant in the amount of \$5,000.00 from the The Society of American Archivists for a Shiloh Museum project entitled “Connections to Collections: Archival Education and Outreach in the Arkansas Ozarks”.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM THE SOCIETY OF AMERICAN ARCHIVISTS.

WHEREAS, the Shiloh Museum applied for a grant to assist with a project entitled “Connections to Collections: Archival Education and Outreach in the Arkansas Ozarks”, and

WHEREAS, the Shiloh Museum was awarded a grant in the amount of \$5,000.00, from The Society of American Archivists, and

WHEREAS, the funds will support staff time, honorariums for speakers, food and supplies for events, advertising and workshop materials,

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

That the Mayor is hereby authorized to accept and sign the grant agreement for a grant in the amount of \$5,000.00 from The Society of American Archivists for the “Connections to Collections” project.

PASSED AND APPROVED this ____ day of June, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 67-24.

RESOLUTION NO. 68-24 - ACCEPTING A GRANT FROM THE SCHMIEDING FOUNDATION

Anna McKinney, Mayor’s Office, presented a Resolution accepting a grant in the amount of \$4,898.00 from The Schmieding Foundation for 2024 Shiloh Summer Series.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM THE SCHMIEDING FOUNDATION.

WHEREAS, the Shiloh Museum applied for a grant to assist with a series of family activities, and

WHEREAS, the Shiloh Museum was awarded a grant in the amount of \$4,898.00, from The Schmieding Foundation.

WHEREAS, the funds will be used for the 2024 Shiloh Summer Series, a series of family activities related to current exhibits at the Shiloh Museum,

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

That the Mayor is hereby authorized to accept and sign the grant agreement for a grant in the amount of \$4,898.00 from The Schmieding Foundation for family activities associated with the Shiloh Museum.

PASSED AND APPROVED this ____ day of June, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 68-24.

RESOLUTION NO. 69-24 – ACCEPTING A GRANT FROM THE WALTON FOUNDATION

Anna McKinney, Mayor’s Office, presented a Resolution accepting a grant in the amount of \$80,000.00 from The Walton Family Foundation for the Shiloh Museum Project for Public Spaces.

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A GRANT FROM PROJECT FOR PUBLIC SPACES.

WHEREAS, the Shiloh Museum applied for a grant for improvements to the museum grounds, and

WHEREAS, in May the Shiloh Museum was awarded a grant from Project for Public Spaces for grounds improvements, and

WHEREAS, the funds will be used to create a more inviting environment to the Shiloh Museum grounds,

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

That the Mayor is hereby authorized to accept and sign the grant agreement for a grant of \$80,000.00 from the Project for Public Spaces for grounds improvements at the Shiloh Museum.

PASSED AND APPROVED this ____ day of June, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 69-24.

RESOLUTION NO. 70-24 – AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE FOR THE SHILOH MUSEUM

Anna McKinney, Mayor’s Office, presented a Resolution amending the 2024 Budget of the City of Springdale for the Shiloh Museum to reflect the four grants received totaling \$125,603.12.

RESOLUTION NO. ____

A RESOLUTION AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE

WHEREAS, the 2024 budget contained includes a line item for Grant Expenditures for the Shiloh Museum, and

WHEREAS, the Grant Expenditures line item for the Shiloh Museum did not include an anticipated funding amount, and

WHEREAS, the Shiloh Museum has received four grants totaling \$125,603.12, and

WHEREAS, it is appropriate to include these grant amounts into the Grant Expenditures portion of the budget for the Shiloh Museum,

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

<u>Department</u>	<u>Description</u>	<u>Present Budget</u>	<u>Proposed Budget</u>
Shiloh Museum	Grant Expenditures 101-0106-454.70-20	\$00.00	\$125,603.12

PASSED AND APPROVED this ____day of June, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

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

The Resolution was numbered 70-24.

RESOLUTION NO. 71-24 - AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR ENHANCEMENTS TO THE SHILOH MUSEUM; TO APPROPRIATE FUNDS; AND TO WAIVE COMPETITIVE BIDDING

Anna McKinney, Mayor’s Office, presented a Resolution authorizing the Mayor and City Clerk to execute a contract for enhancements to the Shiloh Museum; to appropriate funds; and to waive competitive bidding.

Museum Director Angie Albright explained they will be using Natural State Treehouses to complete the work in an amount not to exceed \$42,000.00.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR ENHANCEMENTS TO THE SHILOH MUSEUM; TO APPROPRIATE FUNDS; AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, in 2023, Shiloh Museum of Ozark History was awarded a grant from Project for Public Spaces, funded by the Walton Family Foundation, for improvements to their grounds, and

WHEREAS, improvements to the grounds will include colorful and interactive structures, including an outdoor stage, improved seating and other needed enhancements, and

WHEREAS, Natural State Treehouses has submitted a quote in the amount of \$40,589.66, which includes all work necessary to complete the project, to be appropriated and paid for out of Shiloh Museum’s Grant Expenditure account.

WHEREAS, Shiloh Museum would like to waive competitive bidding under Ark. Code Ann. §14-58-303 and select Natural State Treehouses for this project.

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 Natural State Treehouses for the purchase of an outdoor stage, seating and other enhancements.

Section 2. To appropriate funds in an amount not to exceed \$42,000.00, to be paid for out of Shiloh Museum’s Grant Expenditure account.

Section 3. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-303.

Section 4. The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

PASSED AND APPROVED this ____ day of June, 2024

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 71-24.

RESOLUTION NO. 72-24 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE FADIL BAYYARI REVOCABLE LIVING TRUST IS DEFENDANT (PROJECT NO. CP2304)

City Attorney Ernest Cate presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit wherein the Fadil Bayyari Revocable Living Trust is defendant (Project No. CP2304). The sum of \$155,000.00 was deposited into the Registry of the Court as estimated just compensation for the taking of property in connection with the Murphy Park Drainage Improvement Project.

City Attorney Cate and the Mayor's Office is recommending to settle the Fadil Bayyari Revocable Living Trust condemnation lawsuit for the total sum of \$255,000.00, with the additional \$100,000.00 to be paid from the unrestricted General Fund as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE
A CONDEMNATION LAWSUIT WHEREIN THE FADIL BAYYARI
REVOCABLE LIVING TRUST IS DEFENDANT (PROJECT NO. CP2304).**

WHEREAS, on September 26, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 144-23, authorizing the acquisition of a portion of a building on Washington County Parcel No. 815-28145-000 ("the Property") in connection with the Murphy Park Drainage Improvement Project, and in order to make necessary repairs to a collapsed drainage structure located beneath the Property so that stormwater could adequately flow through the drainage channel;

WHEREAS, the City of Springdale has filed a lawsuit against the Fadil Bayyari Revocable Living Trust to condemn the Property and Drainage Easement needed for the Project;

WHEREAS, the City of Springdale deposited the sum of \$155,000.00 into the Registry of the Court as estimated just compensation for the taking of the Property needed for the Project;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$255,000.00 to acquire the lands needed for the Project, said amount being based on an appraisal conducted on behalf of the property owner;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$100,000.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Fadil Bayyari Revocable Living Trust condemnation lawsuit for the total sum of \$255,000.00, with the additional \$100,000.00 to be paid from the unrestricted General Fund.

PASSED AND APPROVED this ____ day of _____, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

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

The Resolution was numbered 72-24.

RESOLUTION NO. 74-24 – AUTHORIZING PAYMENT OF AN INVOICE FOR PROJECT NO. 18BPS4 (2018 STREET BOND PROGRAM – 40TH STREET IMPROVEMENTS

Chief of Staff Colby Fulfer presented a Resolution authorizing payment of an invoice for the 40th Street Improvements Project, No. 18BPS4 (2018 Street Bond Program).

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN
INVOICE
PROJECT NO. 18BPS4**

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

WHEREAS, the City of Springdale has contracted with APAC-Central, Inc. to construct the 40th Street Improvements, and;

WHEREAS, the City has received an invoice of \$1,090,750.03, and;

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 APAC-Central, Inc. \$1,090,750.03 with funds from the 2018 Street Bond Fund.

PASSED AND APPROVED this ____ day of June, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY

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

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

No: None

The Resolution was numbered 74-24.

ORDINANCE NO. 5966 – VACATING AND ABANDONING A PORTION OF A UTILITY AND DRAINAGE EASEMENT, AND A DRAINAGE EASEMENT ON WASHINGTON COUNTY TAX PARCEL NO. 815-28219-001, PURSUANT TO ARK. CODE ANN. §14-301-301 ET SEQ; DECLARING AN EMERGENCY (915 N. JEFFERSON STREET)

City Attorney Ernest Cate presented an Ordinance vacating and abandoning a portion of a utility and drainage easement, and a drainage easement on Washington County Tax Parcel No. 815-28219-001 (915 N. Jefferson St.) pursuant to Ark. Code Ann. §14-301-301 et seq. The petitioners are Sonstegard Foods of AR Inc.

No comments were made at the Public Hearing held earlier in the meeting.

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

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

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

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

The Ordinance was numbered 5966.

ORDINANCE NO. 5967 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 2003 D CHRISTY DRIVE AND 607 PURTLE AVENUE; 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 at 2003 D Christy Drive and 607 Purtle Avenue; and declaring an emergency.

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

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

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

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

The Ordinance was numbered 5967.

RESOLUTION NO. 73-24 – SETTING A HEARING DATE ON A PETITION TO VACATE A PORTION OF WILLELLA PLACE

City Attorney Ernest Cate presented a Resolution setting a hearing date for July 9, 2024 on a petition by the Harvey and Bernice Jones Center for Families Inc. and the Jones Trust Inc. to vacate a portion of Willella Place.

RESOLUTION NO. ____

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO VACATE A PORTION OF WILLELLA PLACE.

WHEREAS, on September 14, 1955, the plat of Sisson Subdivision, City of Springdale, Arkansas was filed with the land records of Washington County, Arkansas, in Plat Book 1, Page 00000124;

WHEREAS, Sisson Subdivision dedicated right-of-way for a public street, now known as Willella Place, said street extending north from East Emma Avenue;

WHEREAS, the Harvey & Bernice Jones Center for Families, Inc., and the Jones Trust, Inc., have petitioned to abandon a portion of Willella Place, being more particularly described as follows:

PART OF WILLELLA PLACE, A STREET RIGHT-OF-WAY AS DEDICATED ON THE FINAL PLAT OF SISSON SUBDIVISION, AS PER PLAT RECORD 479-132 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH OF 45 FEET OF LOT 4 OF SAID SISSON SUBDIVISION, SAID POINT BEING ON THE WEST RIGHT-OF-WAY OF WILLELLA PLACE; THENCE ALONG SAID RIGHT-OF-WAY N02°16'20"E 109.93 FEET; THENCE ALONG SAID RIGHT-OF-WAY N12°01'00"W 107.78 FEET TO THE NORTH RIGHT-OF-WAY OF WILLELLA PLACE; THENCE ALONG SAID RIGHT-OF-WAY S87°22'45"E 100.00 FEET TO THE EAST RIGHT-OF-WAY OF WILLELLA PLACE; THENCE ALONG SAID RIGHT-OF-WAY S14°58'13"W 106.44 FEET; THENCE ALONG SAID RIGHT-OF-WAY S02°16'20"W 109.93 FEET; THENCE LEAVING SAID RIGHT-OF-WAY N87°43'40"W 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

And as shown on the attached Exhibit.

WHEREAS, all owners of property abutting the portion of Willella Place proposed to be vacated have consented to the petition; and,

WHEREAS, the City Council for the City of Springdale, Arkansas, finds that a hearing date should be set on the petition pursuant to Ark. Code Ann. §14-301-301, *et seq.*;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that July 9, 2024, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this _____ day of June, 2024.

Jeff Watson, President Pro Tempore

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

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

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

The Resolution was numbered 73-24.

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 6:20 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer