

CITY OF SPRINGDALE
City Council Committee Agenda
Monday, August 19th, 2024
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

Finance Committee by Chairwoman Amelia Taldo

1. **A Resolution** authorizing an amendment to the professional design contract for Dean's Trail Project. Presented By Ben Peters, Engineering Director **Pgs. 1-14**
2. **A Resolution** authorizing the execution of a construction contract for Lake Springdale trail repairs. Presented By Ben Peters, Engineering Director **Pgs. 15-16**
3. **A Resolution** authorizing the execution of a professional services agreement for consulting services. Presented by Colby Fulfer, Chief of Staff **Pgs. 17-19**
4. **A Resolution** authorizing an amendment to the design contract for Murphy Park downstream drainage upgrade. Presented By Ben Peters, Engineering Director **Pgs. 20-23**
5. **A Resolution** authorizing the City of Springdale to apply for grant funding from the Arkansas Department of Parks, Heritage and Tourism for Life Program. Presented By Ben Peters, Engineering Director **Pg. 24**

Health, Sanitation, & Property Maintenance Committee by Chairman Jeff Watson

6. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the city of Springdale, Arkansas, located at 305 W. Maple Avenue; to declare an emergency; and for other purposes. Presented by Ernest Cate and Tom Evers **Pgs. 25-28**

7. **An Ordinance** ordering the razing (demolition) and removal of a certain residential structure within the city of Springdale, Arkansas, located at 215 W. Maple Ave.; to declare an emergency and for other purposes. Presented by Ernest Cate and Tom Evers Pgs. 29-34

Committee of the Whole

8. **An Ordinance** confirming a third amendment to an inter-municipal sewer agreement between the city of Springdale, Arkansas, and the city of Lowell, Arkansas; and declaring an emergency. Presented by Ernest Cate, City Attorney Pg. 35

Parks And Recreation Committee by Chairman Mike Lawson

9. **A Resolution** authorizing the expenditure of tower rent funds for the replacement of fall protection surface for the Kiwanis playground at Luther George Park. Presented by Ben Peters, Engineering Director. Pgs. 36-44

RESOLUTION NO.

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL DESIGN CONTRACT FOR DEAN’S TRAIL PROJECT

WHEREAS, The City of Springdale contracted with Garver, LLC for the design of Dean’s Trail Phases 3A and 3B on October 15, 2018; and

WHEREAS, additional professional services were required to value engineer trail crossing designs in order to reduce construction costs, to redesign the Phase 3B Highway 265 crossing from a tunnel to a bridge, and to provide Construction Phase Services for Phase 3B

WHEREAS, these additional services are outside the scope of the original design contract;

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

Section 1. The Mayor and City Clerk are authorized to execute a contract amendment with Garver LLC for the amount of \$452,820 for Dean’s Trail Phases 3A and 3B. Payment will be made out of the Street Fund.

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

PASSED AND APPROVED this 27th day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

**City of Springdale
Springdale, AR
Project No. 18047110**

CONTRACT AMENDMENT NO. 4

This Contract Amendment No. 4 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Springdale (Owner) and Garver, LLC (Garver), dated October 15, 2018 referred to in the following paragraphs as the "Agreement."

This Contract Amendment No. 4 adds professional services for the:

Phase 3A extension of Dean's Trail from Robinson Avenue southward to Don Tyson Parkway; and

Phase 3B extension of Dean's Trail from the end of Phase 3A southward, across Highway 265 to the Lake Fayetteville Trail.

The Agreement is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

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

Generally, the additional scope of services for Amendment No. 4 includes the following:

Phase 3A (Robinson Avenue to Don Tyson Parkway):

- Performance of a FEMA flood study for Phase 3A that was previously excluded from the scope of services. Estimated Engineering Fee - \$71,500
- Redesign of Phase 3A due to the Springdale Water Utilities new storage facility located north of Spring Creek Avenue and redesign a portion of Phase 3A across and north of Spring Creek Drive to eliminate a creek crossing. Estimated Engineering Fee - \$68,250

The results of the study and plan changes yielded a project savings in the amount of **\$343,817**.

Phase 3B (Don Tyson Parkway to Lake Fayetteville Trail):

- Redesign of Phase 3B across the City Animal Shelter property to eliminate retaining walls and reduce the trail length. Estimated Engineering Fee - \$21,350
- Additional Phase 3B geotechnical services to change the proposed Highway 265 crossing from a tunnel to a bridge structure. Estimated Engineering Fee - \$14,400
- Additional structural engineering services to change the proposed Highway 265 crossing from a



tunnel to a bridge structure. Estimated Engineering Fee - \$17,700

The results of the redesign for the trail realignment yielded an estimated project savings in the amount of approximately **\$500,000**.

Phase 3B (Don Tyson Parkway to Lake Fayetteville Trail) Construction:

- Add Construction Phase Services for Phase 3B. Estimated Engineering Fee - \$259,620

SECTION 3 – PAYMENT

The table from Contract Amendment No. 3 shall be removed and replaced with the following table.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1	AMENDMENT NO. 2	AMENDMENT NO. 3	AMENDMENT NO.4	TOTAL FEE AMOUNT
<i>Geotechnical Services – Phase 3B</i>	\$0.00	\$0.00	\$0.00	\$8,500.00	\$14,400.00	\$22,900.00
<i>Utility Marking</i>	\$500.00	\$500.00	\$0.00	\$500.00	\$0.00	\$1,500.00
<i>Record Research</i>	\$400.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$2,800.00
<i>Environmental – Phase 3A</i>	\$8,170.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$14,170.00
Environmental – Phase 3B	\$0.00	\$0.00	\$0.00	\$11,500.00	\$0.00	\$11,500.00
Surveying	\$19,860.00	\$19,300.00	\$0.00	\$33,600.00	\$0.00	\$72,760.00
H&H Study – 3A	\$0.00	\$0.00	\$0.00	\$0.00	\$71,500.00	\$71,500.00
Conceptual Design – Ph. 3B	\$0.00	\$0.00	\$0.00	\$28,200.00	\$0.00	\$28,200.00
Preliminary Design – Ph. 3B	\$0.00	\$0.00	\$0.00	\$33,600.00	\$21,350.00	\$54,950.00
Final Design – 2	\$54,370.00	\$58,732.50	\$0.00	\$0.00	\$0.00	\$113,102.50
Final Design – 3A	\$0.00	\$34,967.50	\$22,900.00	\$7,600.00	\$68,250.00	\$133,717.50
Final Design – 3B	\$0.00	\$0.00	\$0.00	\$43,000.00	\$17,700.00	\$60,700.00
Final Design – Water & Sewer Phase 2	\$0.00	\$32,500.00	\$8,950.00	\$0.00	\$0.00	\$41,450.00
Final Design – Water & Sewer Phase 3A	\$0.00	\$35,600.00	\$0.00	\$0.00	\$0.00	\$35,600.00
Waterline Relocations - Phase 3B	\$0.00	\$0.00	\$0.00	\$32,900.00	\$0.00	\$7,900.00
Property Acquisition Services	\$25,980.00	\$0.00	\$0.00	\$19,100.00	\$0.00	\$45,080.00
Bidding Services	\$10,700.00	\$0.00	\$3,700.00	\$19,400.00	\$0.00	\$33,800.00
Construction Phase Services –	\$0.00	\$0.00	\$155,950.00	\$24,900.00	\$0.00	\$180,850.00



Phase 2						
Construction Phase Services – Phase 3A	\$0.00	\$0.00	\$0.00	\$263,300.00	\$0.00	\$233,300.00
Construction Phase Services – Phase 3B	\$0.00	\$0.00	\$0.00	\$0.00	\$259,620.00	\$259,620.00
TOTAL FEE	\$119,980.00	\$181,600.00	\$191,500.00	\$534,500.00	\$452,820.00	\$1,480,400.00

Increase the total amount paid to GARVER under this agreement by **\$452,820.00** from **\$1,027,580.00** to **\$1,480,400.00**.

APPENDIX B – HOURLY RATES AND FEE SPREADSHEETS

The attached Appendix B fee spreadsheets that include the hourly estimates for Amendment No. 4 additional services shall be added to the agreement.

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

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

CITY OF SPRINGDALE

GARVER, LLC

By: _____
Signature

By: Ronald S. Petrie
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 7/26/2024

Attest: _____

Attest: Luke Furdle

APPENDIX A – SCOPE OF SERVICES

AMENDMENT NO. 4

1. General

Generally, the additional Amendment No. 4 scope of services includes the following:

- Performance of a FEMA flood study for Phase 3A that was previously excluded from the scope of services.
- Redesign of Phase 3A due to the Springdale Water Utilities new storage facility located north of Spring Creek Avenue and redesign a portion of Phase 3A across and north of Spring Creek Driver to eliminate a creek crossing.
- Redesign a portion of the Phase 3B trail across the City Animal Shelter property to eliminate retaining walls and reduce the length of trail.
- Additional Phase 3B geotechnical services to change the proposed Highway 265 crossing from a tunnel to a bridge structure.
- Additional structural engineering services to change the proposed Highway 265 crossing from a tunnel to a bridge structure.
- Construction Phase Services for Phase 3B

2. Flood Studies – Phase 3A

Garver will perform a drainage study of the Clear Creek Tributary to determine potential effects of the trail construction to the FEMA floodplain. Due to the outdated FEMA data for the tributary, Garver will create an updated Corrected Effective Model utilizing HEC-RAS software to be utilized for the basis of the flood study.

The following tasks will be performed as part of the drainage study:

- Data collection, including GIS data and local site visit;
- Creation of a Corrected Effective model to reflect existing conditions;
- Proposed Conditions model, with up to five (5) proposed iterations;
- Floodway model runs for Corrected Effective and Proposed Conditions – updating the model surface to reflect the design embankments and relevant proposed grading;
- Internal QA/QC of models and calculations;
- Hydraulic report and no-rise certification;
- Submittal of a City Floodplain Development Permit.

The goal of the proposed design is to have no rise to the 1% Annual Exceedance Probability (AEP) event along the Clear Creek Tributary. Therefore, no coordination with FEMA in the form of a map revision (CLOMR/LOMR) is anticipated and is excluded from the scope of services.

3. Geotechnical Services – Phase 3B

Provide geotechnical investigations and recommendations for the foundation design of the proposed Highway 265 pedestrian bridge and large modular block retaining wall structures on both approaches, as follows:

- Perform a site reconnaissance, stake boring locations, contact Arkansas one-call for public utility locates, clearing for rig access, and coordinate with property owners as needed;
- Drill six (6) sample borings along the proposed trail alignment to auger refusal on rock, which is expected to be less than 30 feet. One boring will be drilled at each bridge abutment, two (2)

borings will be drilled along the MSE wall alignment west of Highway 265, and two (2) borings will be drilled along the MSE wall alignment east of Highway 265. Undisturbed soil samples or Standard Penetration Values will be obtained at 2- to 5-ft intervals. All borings will be extended to auger refusal on rock. In the bridge abutment borings, rock cores will be obtained to a depth of approximately 10 feet into rock;

- Perform a laboratory testing program planned after the borings are completed to determine the physical characteristics and engineering properties of the foundation and subgrade strata; and
- Prepare an engineering report with recommendations for bridge foundations, seismic site classification, site grading and construction criteria.

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

The preliminary design phase submittal will include all items included in the Phase 3B scope of services as documented in Amendment No. 3 except the Highway 265 trail crossing design will be revised to be a pedestrian bridge in lieu of a pedestrian tunnel. In addition, the trail alignment will be redesigned across the City Animal Hospital property to eliminate retaining walls and reduce the trail length. Plans sheets to be revised include plan & profile sheets, drainage plan sheets, cross sections, and the signing & striping plan sheets.

5. Final Design (90% and 100%) – Phase 3A

Garver will make the necessary final plan revisions to the Phase 3A Plans and Specifications resulting from alignment changes as a direct result of the SWU storage tank project located to the north of Spring Creek Avenue. Final Plan revisions will also be made to the final plans necessary to eliminate the creek crossing located south of Spring Creek Avenue including modifications to the existing Spring Creek Avenue to utilize the existing box culvert crossing. All construction plan sheets affected by the trail realignment will be revised including plan & profile sheets, erosion control sheets, pavement marking & signage sheets, and pertinent details. Project quantities and the opinion of probable costs will be revised to reflect all plan revisions.

6. Final Design (90% and 100%) – Phase 3B

The final design phase submittal will include all items included in the Phase 3B scope of services as documented in Amendment No. 3 except the Highway 265 trail crossing design will be revised to be a pedestrian bridge in lieu of a pedestrian tunnel. Additional tasks include the preparation of 90% and 100% bridge design plans including bridge geometry, bridge layout, bridge typical section, bridge abutment layouts, bridge end bent design, retaining wall layouts for bridge approaches, bridge quantities, and an opinion of probable construction costs.

7. Construction Phase Services – Phases 3B

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

1. Issue a Notice to Proceed letter to the Contractor.
2. Provide supplemental utility coordination.
3. Prepare, attend and provide documentation for one (1) preconstruction meeting.
4. Attend monthly progress/coordination meetings (10 months) with the Owner/Contractor.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor

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

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

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

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop

work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

8. Project Deliverables

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

- A. Digital copy of Phase 3A alternative exhibits and cost estimates.
- B. Floodplain Development permit and supporting documentation for Phase 3A.
- C. Digital copy of the revised Phase 3A plans and specifications.
- D. Digital copy of Phase 3B Highway 265 crossing exhibits and cost estimates.
- E. Digital copy of the Geotechnical Investigation Report for the Highway 265 bridge and adjacent retaining walls.
- F. One hardcopy of the executed Phase 3B Project Manual to the Owner, Contractor, and Garver Resident Project Representative.
- G. Digital copies of the monthly progress reports.
- H. Digital copies of approved Phase 3B shop drawings/submittals from the Contractor.
- I. Digital copy set of Phase 3B Record Drawings.

APPENDIX B - AMENDMENT NO. 4**CITY OF SPRINGDALE
DEAN'S TRAIL PHASE 2 & 3****FEE SUMMARY**

Title I Service	Original Contract	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Total Fees
Geotechnical Services	\$0.00	\$0.00	\$0.00	\$8,500.00	\$14,400.00	\$22,900.00
Additional Record Research - As needed	\$400.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$2,800.00
Utility Marking (ARKUPS)	\$500.00	\$500.00	\$0.00	\$500.00	\$0.00	\$1,500.00
Environmental Services - Phase 3A	\$8,170.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$14,170.00
Environmental Services - Phase 3B	\$0.00	\$0.00	\$0.00	\$11,500.00	\$0.00	\$11,500.00
Surveying	\$19,860.00	\$19,300.00	\$0.00	\$33,600.00	\$0.00	\$72,760.00
H&H Study - Phase 3A	\$0.00	\$0.00	\$0.00	\$0.00	\$71,500.00	\$71,500.00
Conceptual Design - Additional Phase 3B	\$0.00	\$0.00	\$0.00	\$28,200.00	\$0.00	\$28,200.00
Preliminary Design - Phase 3B	\$0.00	\$0.00	\$0.00	\$33,600.00	\$21,350.00	\$54,950.00
Final Design - Phase 2	\$54,370.00	\$58,732.50	\$0.00	\$0.00	\$0.00	\$113,102.50
Final Design - Phases 3A	\$0.00	\$34,967.50	\$22,900.00	\$7,600.00	\$68,250.00	\$133,717.50
Final Design - Phase 3B	\$0.00	\$0.00	\$0.00	\$43,000.00	\$17,700.00	\$60,700.00
Final Design - Water & Sewer - Phase 2	\$0.00	\$32,500.00	\$8,950.00	\$0.00	\$0.00	\$41,450.00
Final Design - Water & Sewer - Phase 3A	\$0.00	\$35,600.00	\$0.00	\$0.00	\$0.00	\$35,600.00
Waterline Relocations - Phase 3B	\$0.00	\$0.00	\$0.00	\$32,900.00	\$0.00	\$32,900.00
Property Acquisition Documents	\$25,980.00	\$0.00	\$0.00	\$19,100.00	\$0.00	\$45,080.00
Bidding Services	\$10,700.00	\$0.00	\$3,700.00	\$19,400.00	\$0.00	\$33,800.00
Subtotal for Title I Service	\$119,980.00	\$181,600.00	\$35,550.00	\$246,300.00	\$193,200.00	\$776,630.00
Title II Service						
Construction Phase Services - Phase 2	\$0.00	\$0.00	\$155,950.00	\$24,900.00	\$0.00	\$180,850.00
Construction Phase Services - Phase 3A	\$0.00	\$0.00	\$0.00	\$263,300.00	\$0.00	\$263,300.00
Construction Phase Services - Phase 3B	\$0.00	\$0.00	\$0.00	\$0.00	\$259,620.00	\$259,620.00
Subtotal for Title II Service	\$0.00	\$0.00	\$155,950.00	\$288,200.00	\$259,620.00	\$703,770.00
Total All Services	\$119,980.00	\$181,600.00	\$191,500.00	\$534,500.00	\$452,820.00	\$1,480,400.00

Appendix B

City of Springdale Dean's Trail Phase 2 & 3 - Amendment No. 4

FINAL DESIGN - Additional Phase 3A Services

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-3
	\$292.00	\$238.00	\$195.00	\$167.00	\$138.00	\$119.00	\$134.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	3		8				
Quality Control Review	6		12				
Subtotal - Project Management	9	0	20	0	0	0	0
2. Civil Engineering							
Conceptual exhibits and cost estimates of plan revisions	6		12			46	32
Plan & Profile revisions	8		20			80	65
Spring Creek Avenue Plan & Profiles	6		12			36	44
Erosion Control sheet revisions			2			6	8
Pavement Marking and Signage sheet revisions			1			5	6
Quantities			2			10	
Opinion of Probable Costs			1			4	
Specification Revisions			8			12	
Subtotal - Civil Engineering	20	0	58	0	0	199	155

Hours	29	0	78	0	0	199	155
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Salary Costs	\$8,468.00	\$0.00	\$15,210.00	\$0.00	\$0.00	\$23,681.00	\$20,770.00
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SUBTOTAL - SALARIES:	\$68,129.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$96.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$25.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$121.00
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TOTAL FEE:	\$68,250.00
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Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 4

H&H STUDY - Phase 3A

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	T-1
	\$238.00	\$195.00	\$167.00	\$119.00	\$87.00
	hr	hr	hr	hr	hr
1. H&H ENGINEERING					
Data Collection, including site visit	6		16	30	
Create Duplicate Effective Model	12		34	84	
Review and update model	6		10	16	
Proposed Conditions Model - five alternatives	16		40	100	30
Floodway Models (Existing and Proposed)	8		12	16	10
Internal QA/QC of models and scour	4		4	4	
Prepare report and no-rise certification	8		12	16	8
Subtotal - H&H ENGINEERING	60	0	128	266	48

Hours	60	0	128	266	48
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Salary Costs	\$14,280.00	\$0.00	\$21,376.00	\$31,654.00	\$4,176.00
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SUBTOTAL - SALARIES: \$71,486.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$14.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$14.00

TOTAL FEE: \$71,500.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 4

PRELIMINARY DESIGN - Additional Phase 3B Services - Trail Realignment

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-2	E-1	T-2	S-4	2-Man Crew (Survey)
	\$303.00	\$247.00	\$203.00	\$143.00	\$124.00	\$114.00	\$141.00	\$225.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management								
Administration and Coordination	2		4					
Quality Control Review	2		4					
Subtotal - Project Management	4	0	8	0	0	0	0	0
2. Civil Engineering								
Re-alignment option study and estimates	4			8	16	8		
Plan & Profile alignment revisions	4			4	22	12		
Drainage Revisions				4	8			
Cross Sections revisions				1	4	4		
Signing and Striping Plan				1	4	6		
Coordination with the City	2			4				
Subtotal - Civil Engineering	10	0	0	22	54	30	0	0
3. Surveying								
Topographical Survey of new alignment							2	8
Subtotal - Surveying	0	0	0	0	0	0	2	8
Hours	14	0	8	22	54	30	2	8
Salary Costs	\$4,242.00	\$0.00	\$1,624.00	\$3,146.00	\$6,696.00	\$3,420.00	\$282.00	\$1,800.00

SUBTOTAL - SALARIES: \$21,210.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$100.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$40.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$140.00

SUBTOTAL: \$21,350.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$21,350.00

Appendix B

City of Springdale

Dean's Trail Phase 2 & 3 - Amendment No. 4

FINAL DESIGN - Additional Phase 3B Services - Hwy 265 Bridge

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-3
	\$315.00	\$257.00	\$211.00	\$180.00	\$149.00	\$129.00	\$144.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2		2				
Quality Control Review	2		6				
Subtotal - Project Management	4	0	8	0	0	0	0
2. Civil Engineering							
Subtotal - Civil Engineering	0	0	0	0	0	0	0
3. Structural Engineering							
Bridge Layout	1		4		4		4
End Bent Design			4		10		
End Bent Details	1		4		10		6
Bridge Typical Section			1		1		2
Retaining Wall Layouts	1		2		4		4
Retaining Wall Details			2		4		4
Quantities			2		6		
Cost Estimate	1		2		2		
Subtotal - Structural Engineering	4	0	21	0	41	0	20

Hours 8 0 29 0 41 0 20

Salary Costs \$2,520.00 \$0.00 \$6,119.00 \$0.00 \$6,109.00 \$0.00 \$2,880.00

SUBTOTAL - SALARIES: \$17,628.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly \$72.00

Postage/Freight/Courier \$0.00

Travel Costs \$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$72.00

TOTAL FEE: \$17,700.00

Appendix B

City of Springdale Dean's Trail Phase 2 & 3 - Amendment No. 4

CONSTRUCTION PHASE SERVICES - Phase 3B

WORK TASK DESCRIPTION	E-6	E-4	C-4	C-3	C-2	X-2
	\$315.00	\$211.00	\$219.00	\$178.00	\$146.00	\$101.00
	hr	hr	hr	hr	hr	hr
1. Civil Engineering						
Prepare, Attend and Document Preconstruction Meeting	2	4	1	4		
Supplemental Utility Coordination		8		4		
Review Contractor's Schedules		4				
Review and Respond to Contractor's Shop Drawings/Roadway	2	10				
Monthly Progress Meetings with Contractor and City (9 Months)	3	18	8	30		
Site Visits and Support of City/Resident	3	16	8			
Resident Construction Observation (215 Working Days - 5 days/wk - Avg. 4 hrs/day)				430	430	
Coordination with Contractor/RFI Responses		12	12			
Review and Process Daily reports per ArDOT procedures				180		
Review and Process Monthly Pay Requests per ArDOT procedures (9 Mos.)		10	10			
Prepare and Submit Monthly Progress Reports (9 Months)		10				
Process Certified Payrolls and Conduct Quarterly Wage Rate Interviews		8		8		30
Prepare Change Orders	1	4	4			
Substantial Completion Project Inspection and Punchlist	1	4	4	6		
Final Project Inspection and Punchlist		4	1	4		
Coordination with City/ArDOT		6	4			
Coordination with Materials Testing Firm				4		
Record Drawings (Hardcopy and Electronic)		4		4		16
Title II Administration	12	4	4			
Subtotal - Civil Engineering	24	126	56	674	430	46
2. Structural Engineering						
Coordination with Contractor/RFI Responses		16				
Review and respond to Contractor's shop drawings		80				
Subtotal - Structural Engineering	0	96	0	0	0	0
3. Electrical Engineering						
Coordination with Contractor/RFI Responses		8				
Review and respond to Contractor's shop drawings		8				
Subtotal - Electrical Engineering	0	16	0	0	0	0

Hours	24	238	56	674	430	46
Salary Costs	\$7,560.00	\$50,218.00	\$12,264.00	\$119,972.00	\$62,780.00	\$4,646.00

SUBTOTAL - SALARIES: **\$257,440.00**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$80.00
Postage/Freight/Courier	
Travel Costs	\$2,100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$2,180.00**

TOTAL FEE: **\$259,620.00**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR LAKE
SPRINGDALE TRAIL REPAIRS**

WHEREAS, sealed bids were received on August 13th at 2:00 p.m. for the construction of Lake Springdale Trail Repairs; and

WHEREAS, two bids were received with Stewart’s Asphalt Paving Service being the low bidder for this project at \$134,267.19;

**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 Stewart’s Asphalt Paving Service for construction of the Lake Springdale Trail Repairs for \$123,267.19 to be paid for out of the Street Fund.

Section 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 original contract price.

PASSED AND APPROVED this 27th day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Bid Tabulation

Lake Springdale Trail Repairs, 9244407

2:00 p.m. August 13th, 2024

					stewarts asphalt paving and building		Steep Creek LLC	
					ONLINE	Done	ONLINE	Done
					Accepted		Accepted	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid								
1	00001	(1.5" Thick) Type 000 ACHM Surface Course	Sq Yd	2258	\$52.54	\$118,635.32	\$50.00	\$112,900.00
2	00002	6" Class 7 Sub Base 95% Compacted	Sq Yd	1191	\$5.36	\$6,383.76	\$40.00	\$47,640.00
3	00003	Tree root removal	LS	1	\$3.25	\$3.25	\$19,000.00	\$19,000.00
4	00004	T-post and railroad tie retaining wall	Ln Ft	563	\$16.22	\$9,131.86	\$80.00	\$45,040.00
5	00005	Traffic Control	LS	1	\$13.00	\$13.00	\$1,550.00	\$1,550.00
6	00006	Mobilization	LS	1	\$100.00	\$100.00	\$31,500.00	\$31,500.00
Base Bid Total:					\$134,267.19		\$257,630.00	



Tristan Hill, Active Transportation Coordinator

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTING SERVICES**

WHEREAS, the City of Springdale is increasing its pursuit of federal grants and earmark funding, and

WHEREAS, federal grants and earmarks are funded by taxpayer dollars, and

WHEREAS, it is in the best interest of our residents to recoup as many of our taxpayer dollars to offset the cost of capital projects and budgeted items, and

WHEREAS, the agreement will be funded by the Professional Services line item in the 2024 budget.

WHEREAS, the price not to exceed amount for consulting and the procurement of grant and earmark funding shall be \$32,000.

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

The Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Merchant McIntyre Associates for consulting and procurement of grants and earmark funding, in an amount not to exceed \$32,000.00, which shall be paid from the Administrative Professional Services portion of the 2024 budge.

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



SERVICE AGREEMENT

THE CITY OF SPRINGDALE, AR (the “City”) agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. (“MM”) (together, the “Parties”), for government relations services commencing on September 1, 2024 and terminating on December 31, 2024 (the “Term”).

Fee. During the Term of this Agreement, the City agrees to pay MM a total professional fee of \$8,000 per month, billed monthly in advance. Payment shall be made to MM at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Deliverables. MM agrees to provide the following deliverables during the Term of this Agreement:

1. Continue identifying federal grant opportunities for which the City is eligible and competitive.
2. Support the City in all facets of the federal funding process, including planning, partnership development, writing, budget development, proposal submission, administrative requirements, and compliance.
3. Continue engaging federal agency personnel with jurisdiction over funding on behalf of the City and building support for the City’s priorities and grant applications among its Members of Congress.
4. Build, strengthen, and help leverage relationships with the City’s Congressional delegation, the Administration, and other key decision-makers to support the City’s position on federal legislation, including appropriations.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the City in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the City with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the City’s federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, Congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the City’s funding initiatives. The City agrees to frequent communication with MM and to provide MM with the necessary information in real-time to help MM plan and implement strategies.

Indemnification. The City agrees to indemnify and hold MM harmless from and against all liability, including all actions, claims, damages, costs, and attorneys’ fees, which MM may incur (or to which MM may be a party), arising out of actions taken or statements made by MM at the City’s direction or based upon information provided by the City, except in the event of wrongful

acts or omissions on MM's part. Nothing herein shall be construed to constitute a waiver of City's sovereign immunity pursuant to Ark. Code Ann. §21-9-301.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

Brent Walton Merchant
Principal and Co-Founder
Merchant McIntyre & Associates, LLC

Doug Sprouse
Mayor
City of Springdale, AR

Date: _____

Date: _____

###

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO
THE DESIGN CONTRACT FOR MURPHY PARK
DOWNSTREAM DRAINAGE UPGRADE**

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

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

WHEREAS, an economical stormwater route in accordance with the City’s drainage manual is not available;

WHEREAS, 2D modeling of the existing system with some alternatives analysis is required to develop an economic solution;

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

- 1) The Mayor and City Clerk are hereby authorized to execute a design amendment with Halff engineering for a drainage system from Murphy Park to Wilkinson Ave in the amount of \$39,200 to be paid for out of the Unrestricted General Fund.
- 2) The Mayor is authorized to approve change orders up to 10% of the amended contract amount.

PASSED AND APPROVED this _____ day of August, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



August 13, 2024

Ms. Katie Hollingshead, PE, CFM
Senior Project Manager
City of Springdale, Arkansas
201 Spring Street
Springdale, AR 72764

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

Dear Katie,

Halff is pleased to provide this amendment proposal for hydraulic modeling services for the above referenced contract, which was executed April 18, 2024. We appreciate the opportunity to continue working with you and your team.

UNDERSTANDING OF SCOPE

The City of Springdale (City) proposes to upgrade an existing drainage system, which is generally aligned between Wilkinson Lane to the north (specifically 312 S. Thompson Street), and Maple Avenue to the south and adjacent to Murphy Park Pond. The existing drainage system is of insufficient capacity causing flooding on Maple Avenue and an adjacent structure (Mayan Signs building) during larger storm events. Due to the limitations of the existing system, hydraulic modeling is proposed to analyze the interaction between proposed drainage system improvements and the associated overland flow.

PROPOSED SCOPE OF SERVICES:

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

PHASE 400 – Drainage Study

A. Existing Conditions Modeling

1. Review existing data needed for the hydrologic and hydraulic modeling effort, including existing topographic surveys, City GIS stormwater inventory, latest available LiDAR terrain, and FEMA flood hazard maps. Collect additional topographic information in targeted areas if necessary.
2. NOAA Atlas 14 rainfall data will be used for precipitation estimates. The hydrologic model will be executed for a range of design storm events including the 1-, 5-, 10-, 25-, 50-, and

100-year storm events. If available, a historical rainfall event will also be modeled for calibration purposes.

3. Develop a 1D/2D, unsteady hydraulic model to estimate water surface elevations (WSEL) and flooding inundation for existing conditions. The limits of the hydraulic model for the existing underground drainage system are proposed from Murphy Park Pond to the existing downstream open channel aligned between Thompson Street and Maple Drive.

The primary focus area of the proposed detailed overland flow hydraulic model will include and be bound by Kansas Street, Wilkinson Lane, Thompson Street, and Maple Avenue. The model will reflect the most current terrain data and land use data for model parameters, including roughness values, obstructions, and ineffective flow areas. Existing culverts and storm pipes will be added to the model as needed based on City GIS information and existing field survey data. The hydraulic model will be executed for a range of storm events including the 1-, 5-, 10-, 25-, 50-, and 100-year storm events.

B. Alternatives Modeling

1. Prepare proposed conditions hydraulic modeling for Alternative 1 based on the above storm frequencies. Alternative 1 will upsize the existing system from Maple Avenue to Wilkinson Lane to match the existing downstream double 6'x4' box culvert. We will determine the approximate level of service achieved by this alternative and evaluate and compare proposed flooding depths and inundation to existing conditions. We will then determine if this alternative achieves the primary goal of eliminating structural flooding of the Mayan Signs building and other buildings within the project area during the 50-year storm event.
2. If Alternative 1 does not eliminate structural flooding of Mayan Signs and other buildings within the project area during the 50-year storm event, an Alternative 2 will be modeled. Alternative 2 will consist of replacing or adding additional underground drainage improvements between Maple Avenue and Wilkinson Lane required to eliminate structural flooding of buildings within the project area during the 50-year storm event.
3. We will provide a report to include hydrologic parameters, modeling methodology, and approximate location, size, and type of proposed drainage improvements. The report will also include existing and proposed overland flow inundation maps with elevations.

STUDY SCHEDULE:

<u>Phase</u>	<u>Estimated Calendar Days After Receipt of Notice</u>
Existing Conditions Modeling	30
Alternatives Modeling	30

DESIGN FEE:

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

SUMMARY OF FEES		
SERVICE PHASES	BILLING METHOD	FEE AMOUNT
Existing Modeling	Hourly NTE	\$21,000.00
Alternatives Modeling	Hourly NTE	\$18,200.00
TOTAL		\$ 39,200.00

The following employee classifications and billing rates will be incorporated into the Schedule of Hourly Billing Rates of the current contract executed on April 18, 2024:

H&H Project Manager	\$240.00/Hour
Hydraulic Modeler III	\$200.00/Hour
Hydraulic Modeler II	\$155.00/Hour

Again, we appreciate the opportunity to serve the City. Please let me know if you have any questions or comments.

Sincerely,



Jonathan Clemons, PE
Civil Engineer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY OF
SPRINGDALE TO APPLY FOR GRANT
FUNDING FROM THE ARKANSAS
DEPARTMENT OF PARKS, HERITAGE AND
TOURISM TRAILS FOR LIFE PROGRAM**

WHEREAS, the City of Springdale, Arkansas recognizes the need to provide public recreation facilities for its local citizens and visitors, and

WHEREAS, the City wishes to apply for Great Strides/Trails for Life grant funds through the Arkansas Department of Parks, Heritage and Tourism to develop a smoke-free public trail at the following location: Mount Fitzgerald Mountain Bike Park; and

WHEREAS, the Mayor and the City Council understand that if granted funds for park development, they must provide land, by lease or ownership, on which to develop park facilities; and

WHEREAS, the City of Springdale, Arkansas will sign a contract agreeing to provide the necessary resources to maintain this park and facilities for a period of 25 years;

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

Section 1 - The Mayor is hereby authorized to submit and application for grant funding to the Arkansas Department of Parks, Heritage and Tourism to develop a public trail.

PASSED AND APPROVED this 27th day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN RESIDENTIAL STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 305 W. MAPLE AVENUE; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

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

PART OF THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 1, IN TOWNSHIP 17 NORTH, OF RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT WHICH IS 68 RODS AND 15 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 36, IN TOWNSHIP 18 NORTH, OF RANGE 30 WEST, AND RUNNING THENCE WEST 73 FEET; THENCE SOUTH 200 FEET; THENCE EAST 73 FEET; THENCE NORTH 200 FEET TO THE PLACE OF BEGINNING.

Commonly known as 305 W. Maple Avenue, Springdale, Arkansas
County, Arkansas

Washington County Tax Parcel No. 815-27685-000

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

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

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

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

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

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

Section 1. That the structure located at 305 W. Maple Avenue., Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

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

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

PASSED AND APPROVED this _____ day of _____, 2024

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

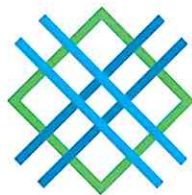
Ernest B. Cate, City Attorney

Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

July 16, 2024

VIA EMAIL: hfrost@rmp.law

Mapleworks LLC
P.O. Box 1963
Fayetteville, AR 72702

RE: Property located at 305 W. Maple Ave., Springdale, Washington County,
Arkansas, Tax Parcel No. 815-27685-000

Mr. Frost:

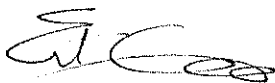
Thank you for attending the Health, Sanitation, and Property Maintenance Committee meeting last night, and for agreeing to accept this correspondence on behalf of Mapleworks, LLC, the owner of the above-referenced property. In that regard, the Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 305 W. Maple Ave. and has mailed notice in writing to Mapleworks, LLC, via certified mail, that a structure located on the property was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, no efforts to demolish or repair the structure on this property have taken place. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, August 19, 2024. Also, the enclosed ordinance will be placed on the City Council Agenda to be considered on Tuesday, August 27, 2024, at 6:00 p.m. Both of these meetings will take place in the Council Chambers of the City Administration Building at 201 Spring Street. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, Mapleworks, LLC, will be given a final opportunity to repair or remove the structure. Should they not take advantage of this opportunity, the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and Mapleworks, LLC, would have the opportunity to be notified and be heard at this meeting.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'E. Cate', with a stylized flourish at the end.

Ernest B. Cate
City Attorney

enclosure

cc: Tom Evers Chief Building Inspector
Mike Chamlee Chief Building Official
Mayor Doug Sprouse

ORDINANCE NO. _____

**AN ORDINANCE ORDERING THE RAZING
(DEMOLITION) AND REMOVAL OF A CERTAIN
RESIDENTIAL STRUCTURE WITHIN THE CITY OF
SPRINGDALE, ARKANSAS, LOCATED AT 215 W.
MAPLE AVE.; TO DECLARE AN EMERGENCY AND FOR
OTHER PURPOSES.**

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

LOT 25 & PT LOTS 26 THRU 31 (PT NE NW 1-17-30) FURTHER DESCRIBED IN WD 683-394: Beginning at a point which is 62 rods and 4 feet and 6 inches West of the Southeast Corner of the SE 1/4 of the SW 1/4 of Section 36 in Township 18 North, of Range 30 West, and from thence running South 24 rods; thence West 109 feet and 6 inches; thence running North 24 rods, and from thence running East 109 feet and 6 inches to the beginning point; being a part of the N 1/2 of the NW 1/4 of Section 1, Township 17 North of Range 30 West, and being in the City of Springdale, Arkansas. AND ALSO: Part of the N 1/2 of the NW 1/4 of Section 1 in Township 17 North of Range 30 West, described as beginning at a point which is 68 rods and 15 feet West of the Southeast corner of the SW 1/4 of Section 36 in Township 18 North of Range 30 West and running West 73 feet; thence South 200 feet; thence East 13 feet to the place of beginning to the lands to be conveyed; thence South 213 feet and 10 inches; thence East 60 feet; thence North 213 feet 10 inches; thence West 60 feet to the place of beginning. ALSO (from WD 708-123): Part of the NW 1/4 of Section 1, Township 17 North, Range 30 West, described as beginning at a point 73 rods and 5 1/2 feet West of the Southeast corner of the SW 1/4 of Section 36 Township 18 North, Range 30 West and running South 200 feet for a beginning point to the land herein intended to be conveyed, and running thence East 13 feet; thence South 220 feet; thence West 145 feet; thence North 220 feet; thence East 8 rods or to the place of beginning. ALSO (from WD 1051-338): Part of the N 1/2 of the NW 1/4 of Section 1, Township 17 North, Range 30 West. Being more particularly described as follows: From the Southeast corner of the SW 1/4 of Section 36, Township 18 North, Range 30 West, run West 1027.5 feet; thence South 396 feet; thence West 60.97 feet to the POINT OF BEGINNING. Thence run West 58.53 feet; thence South 8.04 feet; thence North 82°10'45" East 59.08 feet to the POINT OF BEGINNING. LESS & EXCEPT (WD 1051-339): Part of the N 1/2 of the NW 1/4 of Section 1, Township 17 North, Range 30 West. Being more particularly described as follows, to-wit: From the Southeast Corner of the SW 1/4 of Section 36, Township 18 North, Range 30 West run West 1027.5 feet, thence South 396.0 feet to the POINT OF BEGINNING: thence run West 59.97 feet; thence North 82°10'45" East 54.45 feet; thence South 7.0 feet to the POINT OF BEGINNING. ALSO LESS & EXCEPT: Part of the N 1/2 of the NW 1/4 of Section 1 Township 17 North, Range 30 West. Being more particularly described as follows, to-wit: From the Southeast corner of the SW 1/4 of Section 36, Township 18 North, Range 30 West run West 1027.50 feet thence South 396.0 feet; thence West 109.5 feet, thence South 8.04 feet to the POINT OF BEGINNING. Thence run South 9.79 feet; thence West 60.0 feet; thence South 6.17 feet; thence West 145.0 feet; thence North 8.6 feet; thence North 87°56'38" East 205.13 feet to the POINT OF BEGINNING.

Commonly known as 215 W. Maple Ave., Springdale, Washington County, Arkansas,
Tax Parcel No. 815-27684-000

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

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

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

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

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

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

Section 1. That the structure located at 215 W. Maple Ave., Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris, completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY





Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov



SPRINGDALE™
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

July 17, 2024

VIA EMAIL: hfrost@rmp.law

Timothy Hollis
P.O. Box 1963
Fayetteville, AR 72702

RE: Property located at 215 W. Maple Ave., Springdale, Washington County,
Arkansas, Tax Parcel No. 815-27684-000

Mr. Frost:

Thank you for attending the Health, Sanitation, and Property Maintenance Committee meeting last night, and for agreeing to accept this correspondence on behalf of Timothy Hollis, the owner of the above-referenced property. In that regard, the Chief Building Inspector for the City of Springdale, Arkansas, has posted notice at 215 W. Maple Ave. and has mailed notice in writing to Mr. Hollis, via certified mail, that a structure located on the property was unsafe and could not be occupied until the property had been repaired. Furthermore, the owner was instructed to obtain a demolition or repair permit within thirty (30) days and to begin work within ten (10) days of obtaining the permit.

As of this date, no efforts to demolish or repair the structure on this property have taken place. As such, please be advised that the City Council for the City of Springdale will be reviewing the enclosed ordinance at a Committee Meeting that will take place at 5:30 p.m. on Monday, August 19, 2024. Also, the enclosed ordinance will be placed on the City Council Agenda to be considered on Tuesday, August 27, 2024, at 6:00 p.m. Both of these meetings will take place in the Council Chambers of the City Administration Building at 201 Spring Street. I strongly encourage you to attend these meetings.

Should the City adopt the enclosed ordinance, Mr. Hollis, will be given a final opportunity to repair or remove the structure. Should they not take advantage of this opportunity, the City of Springdale will have the right to raze and remove the structure, and then charge the costs of such as a lien against the property. The amount of any such lien would be determined by the City Council, and Mr. Hollis, would have the opportunity to be notified and be heard at this meeting.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. B. Cate', with a stylized flourish at the end.

Ernest B. Cate
City Attorney

enclosure

cc: Tom Evers Chief Building Inspector
Mike Chamlee Chief Building Official
Mayor Doug Sprouse

ORDINANCE NO. _____

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

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

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

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

WHEREAS, on September 13, 2022, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 5759, which confirmed a second amendment to the inter-municipal sewer agreement with the City of Lowell, Arkansas; and

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

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

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

Section 2. Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this 27th day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF TOWER RENT FUNDS FOR THE REPLACEMENT OF FALL PROTECTION SURFACE FOR THE KIWANIS PLAYGROUND AT LUTHER GEORGE PARK

WHEREAS, the City of Springdale has a tower rent fund generated from the cell tower rental at Luther George Park; and

WHEREAS, the tower rent fund is restricted to maintenance items at Luther George Park; and

WHEREAS, resolution 48-24 authorized the replacement of the playground surface as part of the playground construction funded by ARPA funds;

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 utilize Tower Rent Funds to replace the fall protection surface of the Kiwanis playground at Luther George Park.

PASSED AND APPROVED this_____day of August, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



Change Order Approval

Job #: 1500

Date: August 06, 2024

Project: Luther George Park Playground

PCI #: COR001

Title: Demo Kiwanis Playground & Install New ACS Turfscape Highland Turf System.

Scope: Remove existing rubber tile mat, dispose of material in dumpster, remove and replace merry go round, re-work floor drain as necessary, power wash surface if needed. Install Turfscape System.

Additional Days Requested:

Description	Vendor	Qty	U/M	Rate	Amount
Demo Existing Rubber Tile Surface and Dispose		1.00	LS	7,666.00	7,666.00
GL/Auto/Umbrella Insurance		1.00	LS	3,757.00	3,757.00
Contractors Fee		1.00	LS	3,985.00	3,985.00
Install ACS Turfscape Highland Turf System, Approximately 5000sf. Combination of play pad re. 12'FH of tower & swing beam.		1.00	LS	64,890.00	64,890.00
General Contractors Bond			LS	790.00	790.00
Project Superintendent			WK	1,840.00	1,840.00
Miscellaneous			LS	750.00	750.00

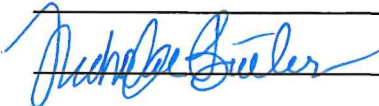
Total: 83,678.00

Architect: _____

Date: _____

Owner: _____

Date: _____

Contractor:  _____

Date: 8/7/24

Inclusions:

- Contingency / Allowance Log Summary
- Controlling Documentation
- Subcontractor Quotes (if applicable)



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
ACS Playground Adventures
8501 Mantle Ave.
Oklahoma City, OK 73132
PH: 405-721-3506
Fax: 405-721-3514

4300100 - S
P
G
L

Proposal

July 9, 2024

DATE

CONTACT: Eric Carr
ORGANIZATION: Springdale Parks and Recreation
EMAIL: ecarr@springdalear.gov
PHONE: 479-263-4245

Destination: Springdale 72764

F.O.B.

50% Down, Contract Agreement, or PO on Net 30

TERMS (Subject To Credit Approval By ACS)

SHIP TO: Luther George Park/Grove Street Park
300 Park St, Springdale, AR 72764

To Be Communicated

SHIPPING TIME

BILL TO: Invoice will be emailed to email address above
unless another email address or mailing address is provided

Equipment Pricing Good for 30 days

All Other Pricing Good for 30 Days from Date of Proposal

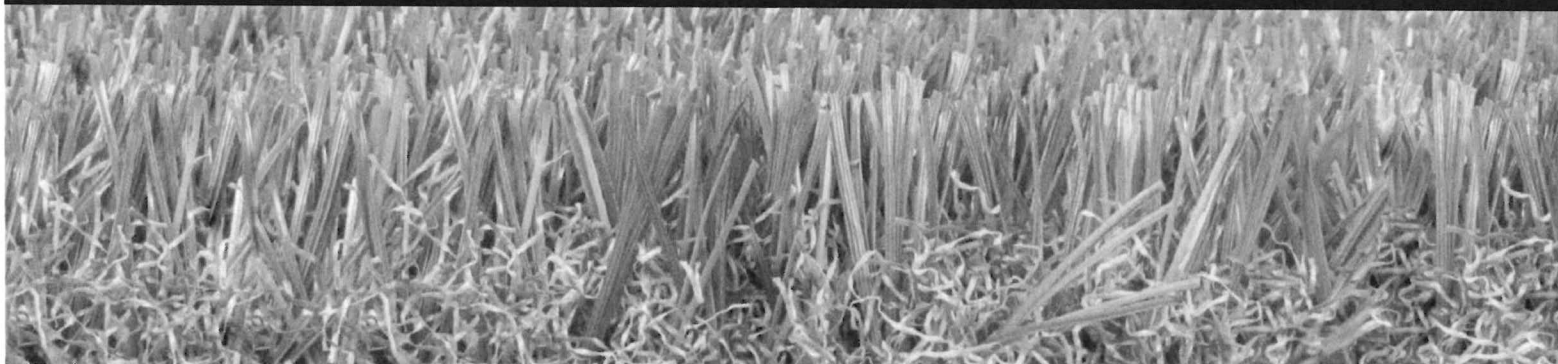
We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
Project Name: Luther George Park/Grove Street Park Resurfacing TURF						
1	Turf	Approx. 5600 sf of Turfscape Highland Turf System Combination of play pad re. 12' FH of tower & 8' swing beam Please see enclosed information for additional specs 15 Year Warranty		\$ 64,890.00		\$ 64,890.00
	Alt	Alternative Scope of Demo Existing Tile		\$ 17,500.00		
		Project Notes				
		Permits, Testing, & Site Restoration				
SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV. <u>ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER.</u> ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER			Total Weight			
			SUBTOTAL MATERIAL			\$ 64,890.00
			INSTALLATION			\$ 18,700.00
			Sales Tax Rate	Taxable		
			9.750%			\$ 6,326.78
			TOTAL			\$ 89,916.78

ACCEPTED BY CUSTOMER _____ DATE _____

PRINT NAME
Rob Green | 479-305-5050 | robg@acsplay.com 7/9/2024

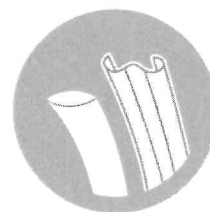
PROPOSED BY ACS REPRESENTATIVE



HIGHLAND

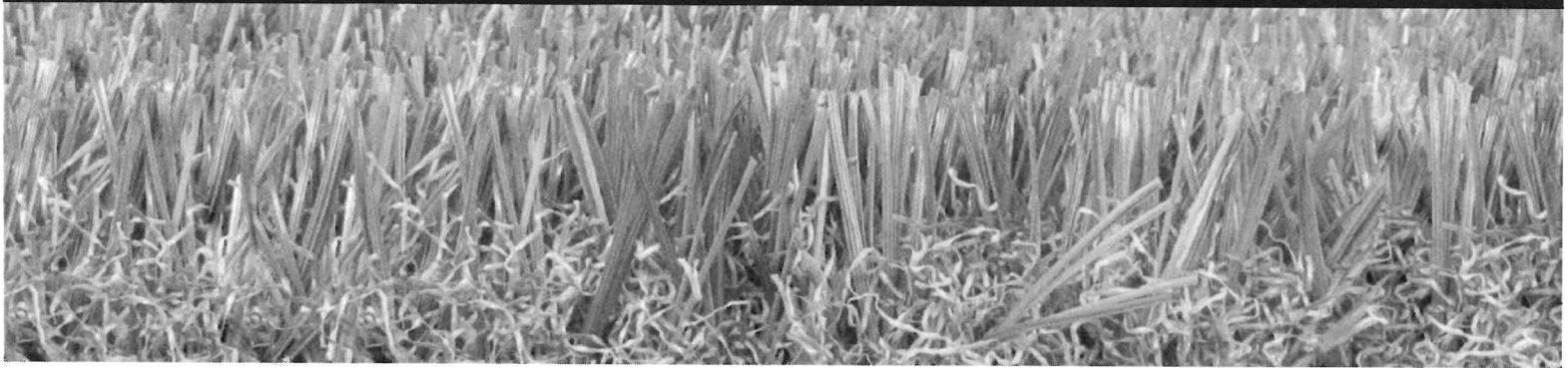
TurfScape's Highland is a beautiful and full looking product that is packed with four different primary yarn fibers. It includes two W-Blades in Field/Olive Green and two Diamond blades in Lime/Hunter Green. The end result is an exceptionally photogenic landscape system that looks real, feels soft and is incredibly durable.

TurfScape is manufactured by a leading, USA-based synthetic turf company (Act Global) with sales in 90 countries and turf found in 16 NFL facilities. Your land and property are valuable – invest in the strength and security of Act Global AND support American jobs!



**2 BLADE
COMBINATION
(4 COLORS)**

Recommended Applications:	Moderate /High Traffic, Playgrounds, Pets, Commercial
Colors:	Four primary colors for a natural blend: 2 W-Blade in Field/Olive 2 Diamond Blade in Lime/Hunter 2 Thatch yarn – Fresh Green and Tan
Warranty:	Industry leading, 15 Year Limited Manufacturer's Warranty - guaranteed workmanship, UV stability, water/heat/frost resistance, grab-tear strength, drainage, grass yarn melt points and chemical and environmental regulations.*
Environmental:	Meets EN71-3 (European Toy Standard) and EPA/ RCRA regulations for toxic waste and heavy-metals - guaranteed!*



HIGHLAND

PRODUCT SPECIFICATIONS

CHARACTERISTICS	SPECIFICATIONS
Grass Fibers:	W-Blade in Field/Olive, Diamond Blade in Field/Lime, with tan/green Thatch
Grass Yarn Denier:	14,400 total
Pile Height:	1 1/2" tall
Grass Yarn Face Weight:	48 oz/sy
Tufting Gauge:	3/8 inch
Processing:	USA
Primary Backing:	UV stabilized, multi-layer woven polypropylene – grab tear strength guaranteed! *
Reinforcement Coating:	20 oz/sy of high-grade polyurethane
Drainage Rates:	40 inches per hour – guaranteed! *
Melting Point:	Over 220°F – guaranteed! *
Water, Heat And Frost Resistant:	Yes – guaranteed! *
Standard Roll Size:	15 feet wide by 100 feet long
Recommended Infill:	Approximately 2 pounds per square foot for landscaping use

* See 15 Year Limited Warranty for detailed terms and conditions

Above product specifications are subject to change without notice and include a typical 10% manufacturing tolerance



Change Order Approval

Job #: 1500

Date: August 06, 2024

Project: Luther George Park Playground

PCI #: COR001

Title: Demo Kiwanis Playground & Install New ACS Turfscape Highland Turf System.

Scope: Remove existing rubber tile mat, dispose of material in dumpster, remove and replace merry go round, re-work floor drain as necessary, power wash surface if needed. Install Turfscape System.

Additional Days Requested:

<u>Description</u>	<u>Vendor</u>	<u>Qty</u>	<u>U/M</u>	<u>Rate</u>	<u>Amount</u>
Demo Existing Rubber Tile Surface and Dispose		1.00	LS	7,666.00	7,666.00
GL/Auto/Umbrella Insurance		1.00	LS	3,757.00	3,757.00
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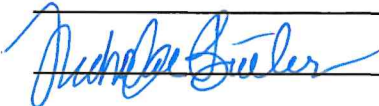
Total: 83,678.00

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Date: _____

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Date: _____

Contractor:  _____

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Proposal

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To Be Communicated

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Equipment Pricing Good for 30 days

All Other Pricing Good for 30 Days from Date of Proposal

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ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

Total Weight
SUBTOTAL MATERIAL \$ 64,890.00

INSTALLATION \$ 18,700.00

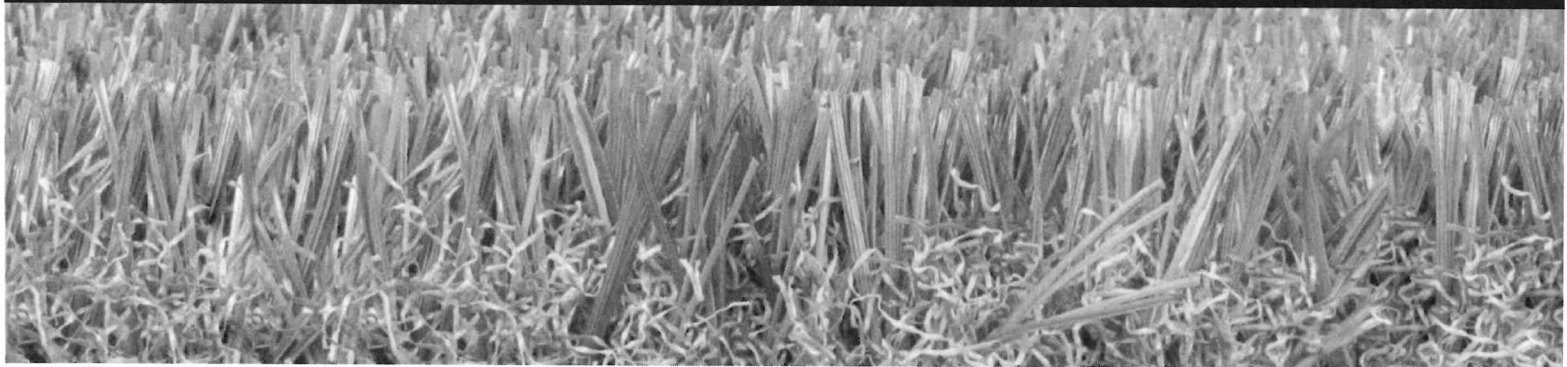
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9.750%	\$ 6,326.78

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Rob Green | 479-305-5050 | robg@acsplay.com 7/9/2024

PROPOSED BY ACS REPRESENTATIVE



HIGHLAND

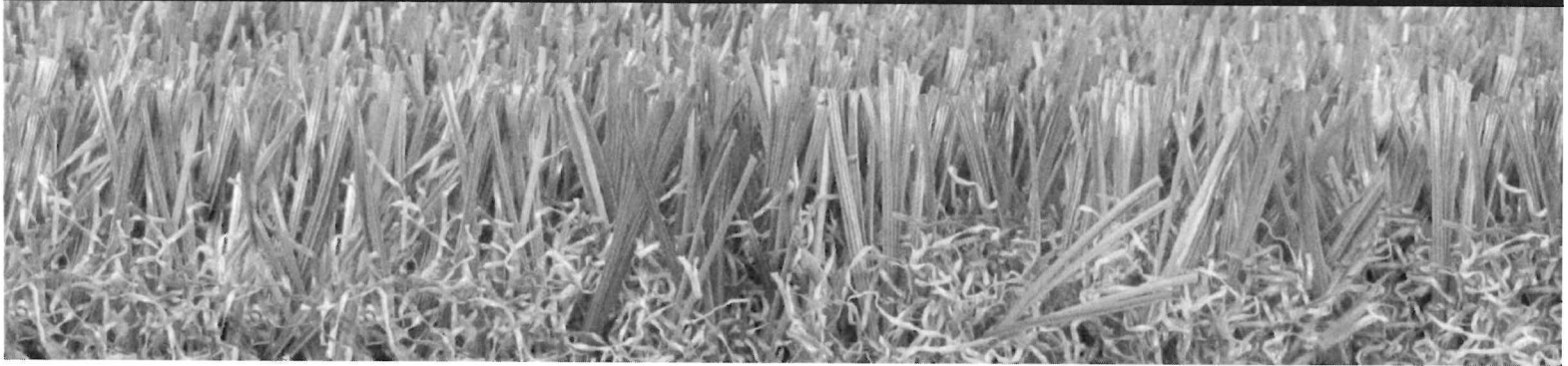
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HIGHLAND

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