

- **The next City Council Committee Meeting will be held on Monday, November 6th, 2023.**
- **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, October 24th, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Rex Bailey

1. Call to Order – Mayor Doug Sprouse

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

3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, October 10th, 2023.** Pgs. 119-138

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) 10A* (*Motion must be approved by two-thirds (2/3) of the council members*).

7. **Springdale Chamber of Commerce – Quarterly Report.** Presented by Jay Sego, Springdale Chamber of Commerce.

8. **Downtown Springdale Alliance – Quarterly Report.** Presented by Jill Dabbs, Downtown Springdale Alliance.

9. **Jones Center for Families – Campus Plan Presentation.** Presented by Terri Trotter, Jones Center for Families.

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

A. **An Ordinance** accepting the re-plat (RP23-11) of lots 13-16 of Block 7, creating lots 25 & 26 Bert Watsons addition to the City of Springdale, Arkansas, and Declaring an Emergency. **Pgs. 1-4**

B. **A Resolution** approving a Conditional Use for (C23-10) El Torogoz Salvadorian & Mexican Cuisine at 3389 North Thompson Street as set forth in Ordinance No. 4030. **Pgs. 5-8**

C. **A Resolution** approving a waiver (W23-25) of street improvements, drainage relating thereto, sidewalks as set forth in ordinance no. 3725 to Kacper Lastowiecki in connection with 117 Pursell Street, a single family dwelling. **Pgs. 9-12**

11. Finance Committee by Chairwoman Amelia Williams – **ITEMS 11A-11B FORWARDED FROM COMMITTEE WITH RECOMMENDATION FOR APPROVAL.**

A. **A Resolution** authorizing the execution of an Engineering Services Contract for site design of the Springdale Senior Center (2023 Bond Project No. 23BSC1). Presented by Ben Peters, Engineering Director. Pgs. 13-24

B. **A Resolution** authorizing the execution of a contract for Architect Services for the Springdale Public Library. Presented by Anne Gresham, Library Director. Pgs. 25-46

C. **A Resolution** authorizing payment of an invoice (Project No. 18BPC2/1). Presented by Colby Fulfer, Chief of Staff. Pgs. 47-54

12. Parks and Recreation Committee by Chairman Mike Lawson

A. **A Resolution** authorizing the execution of a contract for lighting; to waive competitive bidding, and for other purposes (2023 Bond Project No. 23BPP2). Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 55-104

13. Police and Fire Committee by Chairman Brian Powell

A. **A Resolution** to waive competitive bidding and to purchase a fire truck and related equipment (2023 Bond Project No. 23BPF2). Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 105-110

14. **A Resolution** setting a hearing date on a petition to abandon a portion of a utility easement in the City of Springdale, Benton County, Arkansas (Logan Heights Subdivision). Presented by Ernest Cate, City Attorney. Pgs. 111-112

15. **A Resolution** setting a hearing date on a petition to abandon a portion of a utility easement in the City of Springdale, Benton County, Arkansas (Monticello Subdivision). Presented by Ernest Cate, City Attorney. Pgs. 113-114

16. **A Resolution** amending Resolution No. 147-23 to Levy Washington County Ad Valorem Taxes of the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. Pgs. 115-118

17. **Health Insurance Update.** Presented by Mayor Doug Sprouse.

18. Comments from Council Members.

19. Comments from City Attorney.

20. Comments from Mayor

21. Adjournment.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT (RP23-11) OF
LOTS 13-16 OF BLOCK 7, CREATING LOTS 25 & 26 BERT
WATSONS ADDITION TO THE CITY OF SPRINGDALE
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

Legal Description

RECORD DESCRIPTION

PARCEL 815-26367-000

(WARRANTY DEED 2014-00031434)

LOTS THIRTEEN (13), FOURTEEN (14), FIFTEEN (15) AND SIXTEEN (16) IN BLOCK NO. SEVEN (7) IN BERT WATSON'S ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS.

SURVEY DESCRIPTION

LOT 25:

ALL OF LOTS 15, 16, AND A PART OF LOT 14, IN BLOCK NO. 7 OF BERT WATSON'S ADDITION, TO THE CITY OF SPRINGDALE, COUNTY OF WASHINGTON, ARKANSAS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF WATSON AVENUE, MARKING THE NORTHWEST CORNER OF SAID LOT 16; THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 86°45'29" EAST 52.11 FEET TO A SET 5/8" REBAR CAPPED "AR 1659"; THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 03°49'12" WEST 134.35 FEET TO A SET 5/8" REBAR CAPPED "AR 1659"; THENCE, NORTH 86°32'58" WEST 49.90 FEET TO A FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 16; THENCE, ALONG THE WEST LINE OF SAID LOT 16 NORTH 02°52'45" EAST 134.17 FEET TO THE POINT OF BEGINNING. CONTAINING 0.157 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 26:

ALL OF LOT 13 AND A PART OF LOT 14, IN BLOCK NO. 7 OF BERT WATSON'S ADDITION TO THE CITY OF SPRINGDALE, COUNTY OF WASHINGTON, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF WATSON AVENUE, MARKING THE NORTHWEST CORNER OF LOT 16 OF SAID ADDITION; THENCE ALONG SAID RIGHT-OF-WAY LINE

SOUTH 86°45'29" EAST 52.11 FEET TO A SET 5/8" REBAR CAPPED "AR 1659" BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 86°45'29" EAST 47.86 FEET TO A FOUND 3/4" IRON PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF ELM STREET SOUTH 02°56'59" WEST 134.53 FEET TO A FOUND 1/2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID LOT 13; THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 86°32'58" WEST 49.90 FEET TO A SET 5/8" REBAR CAPPED "AR 1659"; THENCE, NORTH 03°49'12" EAST 134.35 FEET TO THE POINT OF BEGINNING. CONTAINING 0.151 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOTS 13-16 OF BLOCK 7, CREATING LOTS 25 & 26 BERT WATSONS ADDITION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF LOTS 13-16 OF BLOCK 7, CREATING LOTS 25 & 26 BERT WATSONS ADDITION, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

REPLAT OF LOTS 13-16 OF BLOCK 7, CREATING LOTS 25 & 26 BERT WATSON'S ADDITION

1101 & 1103 WATSON AVENUE

WASHINGTON COUNTY, SPRINGDALE, AR 72764

RECORD DESCRIPTION

PARCEL 815-26367-000
(WARRANTY DEED 2014-00031434)
LOTS THIRTEEN (13), FOURTEEN (14), FIFTEEN (15) AND SIXTEEN (16) IN BLOCK NO. SEVEN (7) IN BERT WATSON'S ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS.

SURVEY DESCRIPTION

LOT 25:
ALL OF LOTS 15, 16, AND A PART OF LOT 14, IN BLOCK NO. 7 OF BERT WATSON'S ADDITION, TO THE CITY OF SPRINGDALE, COUNTY OF WASHINGTON, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" REBAR LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF WATSON AVENUE, MARKING THE NORTHWEST CORNER OF SAID LOT 16; THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 86°45'29" EAST 52.11 FEET TO A SET 5/8" REBAR CAPPED "AR 1659"; THENCE, LEAVING SAID RIGHT-OF-WAY SOUTH 03°49'12" WEST 134.35 FEET TO A SET 5/8" REBAR CAPPED "AR 1659"; THENCE, NORTH 86°32'58" WEST 49.90 FEET TO A FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 16; THENCE, ALONG THE WEST LINE OF SAID LOT 16 NORTH 02°52'45" EAST 134.17 FEET TO THE POINT OF BEGINNING. CONTAINING 0.157 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 26:
ALL OF LOT 13 AND A PART OF LOT 14, IN BLOCK NO. 7 OF BERT WATSON'S ADDITION TO THE CITY OF SPRINGDALE, COUNTY OF WASHINGTON, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF WATSON AVENUE, MARKING THE NORTHWEST CORNER OF LOT 16 OF SAID ADDITION; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 86°45'29" EAST 52.11 FEET TO A SET 5/8" REBAR CAPPED "AR 1659" BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 86°45'29" EAST 47.86 FEET TO A FOUND 3/4" IRON PIPE MARKING THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF ELM STREET SOUTH 02°56'59" WEST 134.53 FEET TO A FOUND 1/2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID LOT 13; THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 86°32'58" WEST 49.90 FEET TO A SET 5/8" REBAR CAPPED "AR 1659"; THENCE, NORTH 03°49'12" EAST 134.35 FEET TO THE POINT OF BEGINNING. CONTAINING 0.151 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

ZONING INFORMATION

CURRENT ZONING: MF-12, MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT

SETBACK REQUIREMENTS:
FRONT - 30'
SIDE - 8' INTERIOR; 30' EXTERIOR
REAR - 20'

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
MAY 25, 2023

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED 2014-00031434.
2. SURVEY PLAT FILED IN PLAT 000N-00000204.

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.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0070F, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2008 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.

LAND AREA

LOT 25
6,848 ± SQUARE FEET
0.157 ± ACRES

LOT 26
6,572 ± SQUARE FEET
0.151 ± ACRES

OWNER/DEVELOPER

MURPHY D. STILL & JENNIFER L. STILL;
BRAD C CORBITT
1101 WATSON AVE, 1103 WATSON AVE
SPRINGDALE, ARKANSAS 72762

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

DATE OF EXECUTION _____ SIGNED OWNER _____

DATE OF EXECUTION _____ SIGNED OWNER _____

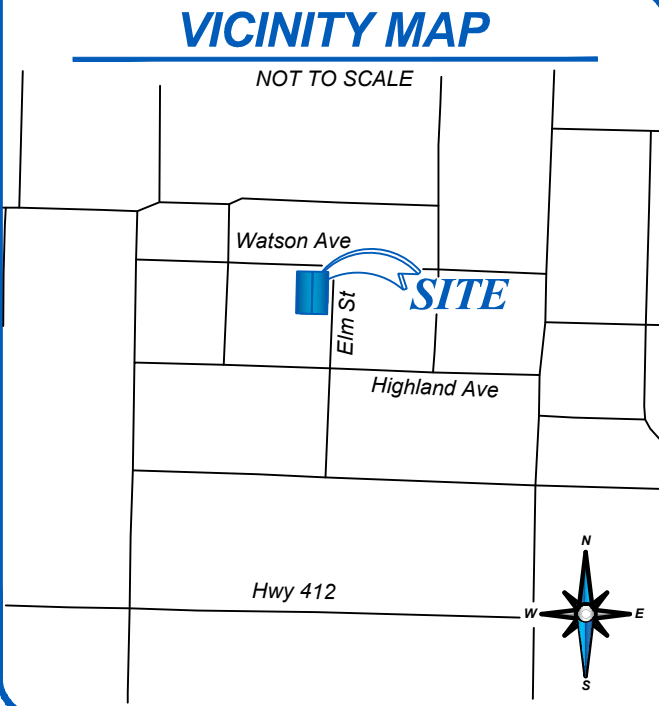
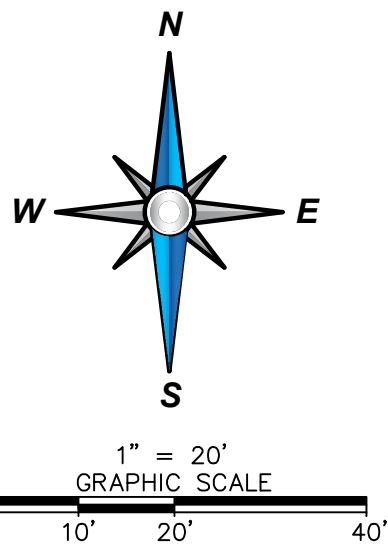
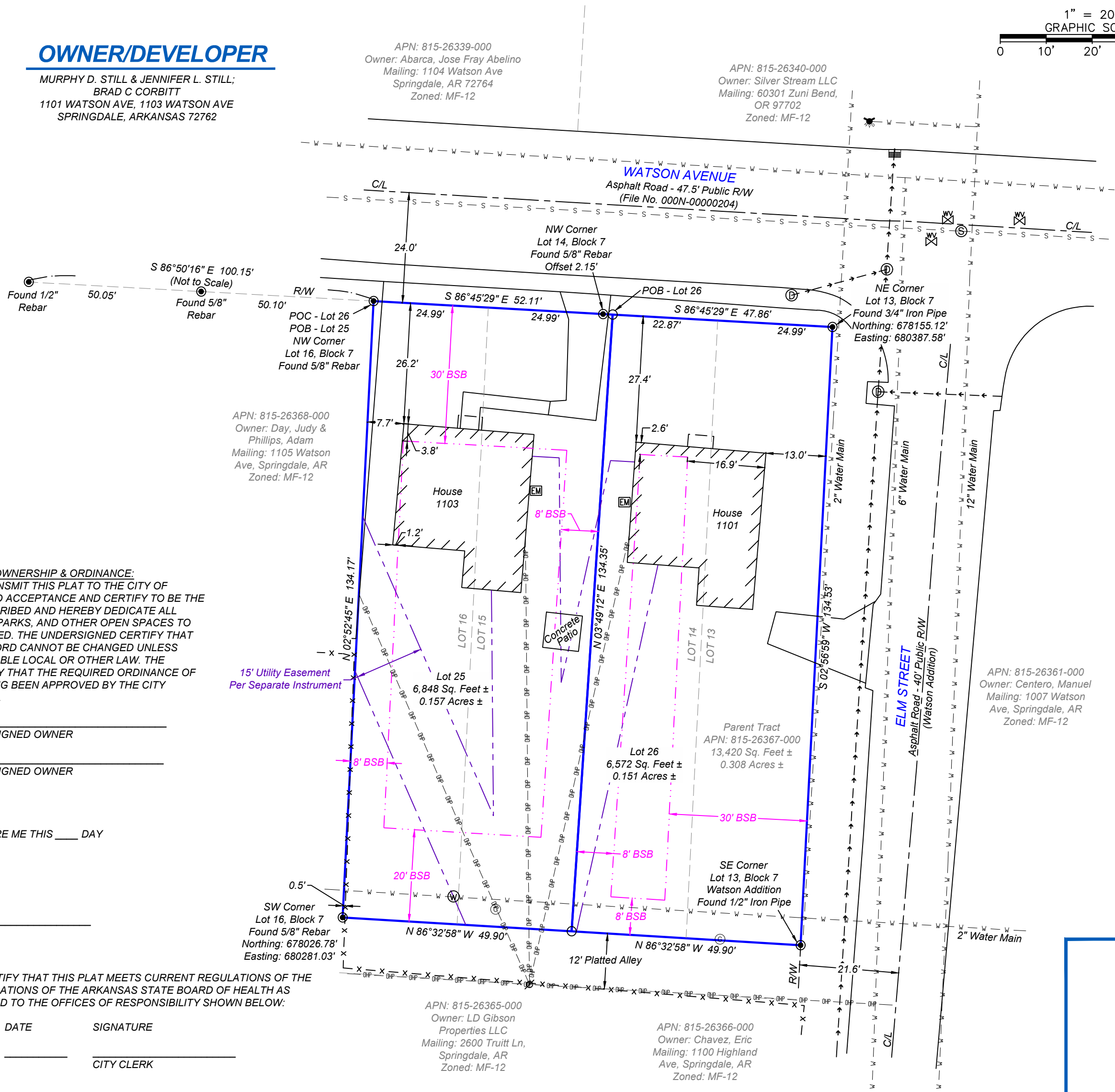
STATE OF ARKANSAS
COUNTY OF _____
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY
OF _____, 2023.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

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

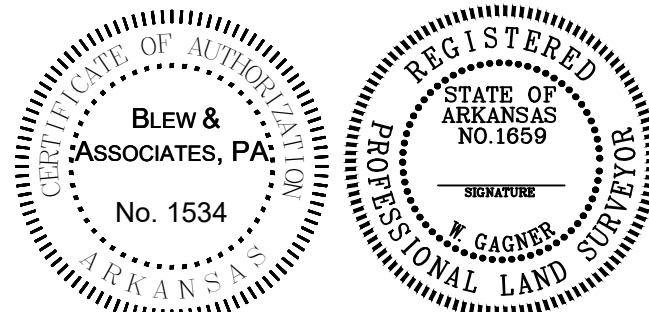
	DATE	SIGNATURE
ACCEPTANCE OF DEDICATIONS	_____	CITY CLERK _____ MAYOR _____
APPROVAL FOR RECORDING	_____	DIRECTOR, PLANNING & COMMUNITY DEVELOPMENT DIVISION _____ SECRETARY, PLANNING COMMISSION _____ CHAIRMAN, PLANNING COMMISSION _____
COMMISSION	_____	ENGINEER, SPRINGDALE WATER UTILITIES _____ CITY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



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR CAPPED "AR 1659"
- ⊙ FIRE HYDRANT
- ⊙ SANITARY MANHOLE
- ⊙ POWER POLE
- ⊙ ELECTRIC METER
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ CURB INLET
- ⊙ STORM MANHOLE
- ⊙ GAS METER
- ⊙ POC POINT OF COMMENCEMENT
- ⊙ POB POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (C/L)
- FENCE LINE
- OVERHEAD POWER LINE
- SETBACK LINE (BSB)
- SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- STORM WATER PIPE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 16TH DAY OF JUNE, 2023.



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.



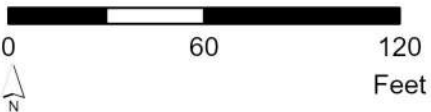
SURVEYOR JOB NUMBER: 23-3330	SURVEY DRAWN BY: ANC - 06/16/2023
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: MURPHY STILL	PLAT PAGE NO.: RP23-11

SHEET 1 OF 1

 SIGN LOCATION



Planning Commission Meeting
October 3, 2023



PROJECT: B23-84 & RP23-11
APPLICANT: Murphy Still
LOCATION: 1101 & 1103 Watson Ave
REQUEST: Variance for reduction in front and side setbacks
Replat of Lots 13-16 Bert Watsons Add.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
(C23-10) EL TOROGOZ SALVADORIAN & MEXICAN
CUISINE AT 3389 N. THOMPSON 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 October 3, 2023, on a request by Julio Nehemias Lemus (C23-10) 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 seven (7) yes and zero (0) nays recommends that a Conditional Use be granted to El Torogoz Salvadorian & Mexican Cuisine with the following conditions:

- Parking and loading areas identified
- May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- Maintain on the site a minimum of three parking spaces designated for their use
- If a health certificate is required, display the health certificate in a manner visible to customers
- No obstruction of pedestrian or motor vehicle traffic flow
- No vending upon a public way
- No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
- Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container
- Submission of approved gray water disposal by Springdale Water Utilities
- Submission of approved grease disposal method approved by Arkansas Department of Health

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

- Parking and loading areas identified
- May not operate between the hours of 10:00 p.m. and 7:00 a.m.
- Maintain on the site a minimum of three parking spaces designated for their use
- If a health certificate is required, display the health certificate in a manner visible to customers
- No obstruction of pedestrian or motor vehicle traffic flow
- No vending upon a public way
- No sound device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation
- Keep vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand collect and deposit into a trash container

- Submission of approved gray water disposal by Rogers Water Utilities
- Submission of approved grease disposal method approved by Arkansas Department of Health

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Legend

1. Food Trailer 15ft from wall
2. Picnic Tables
3. Trash Bin
4. 16 Parking Spaces for building
5. 8 Parking Spaces for Trailer
6. Electrical Box

B23-80 VARIANCE FOR UTILITY REQUIREMENT

Distance from trailer to handicap: 58 Ft

Distance from Trailer to Entrance: 130 ft

Current Zoning: C-5

Adjacent Zoning:
North, East, South, west:
C-2

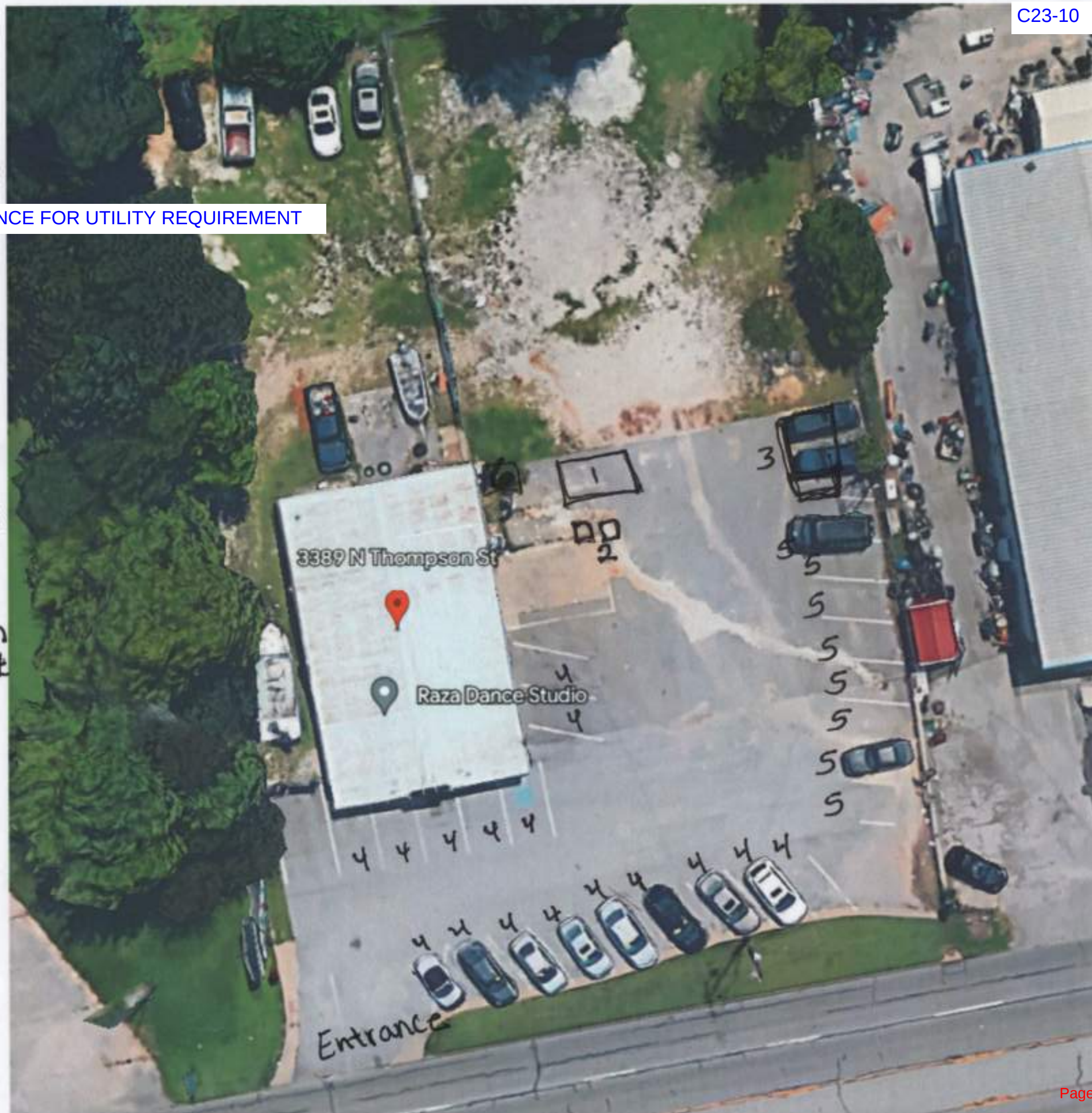
Fire Hydrant:
Approx: 270' to the South
East Corner of Thompson &
Morris Ave.

Current Zoning Setbacks
C-5

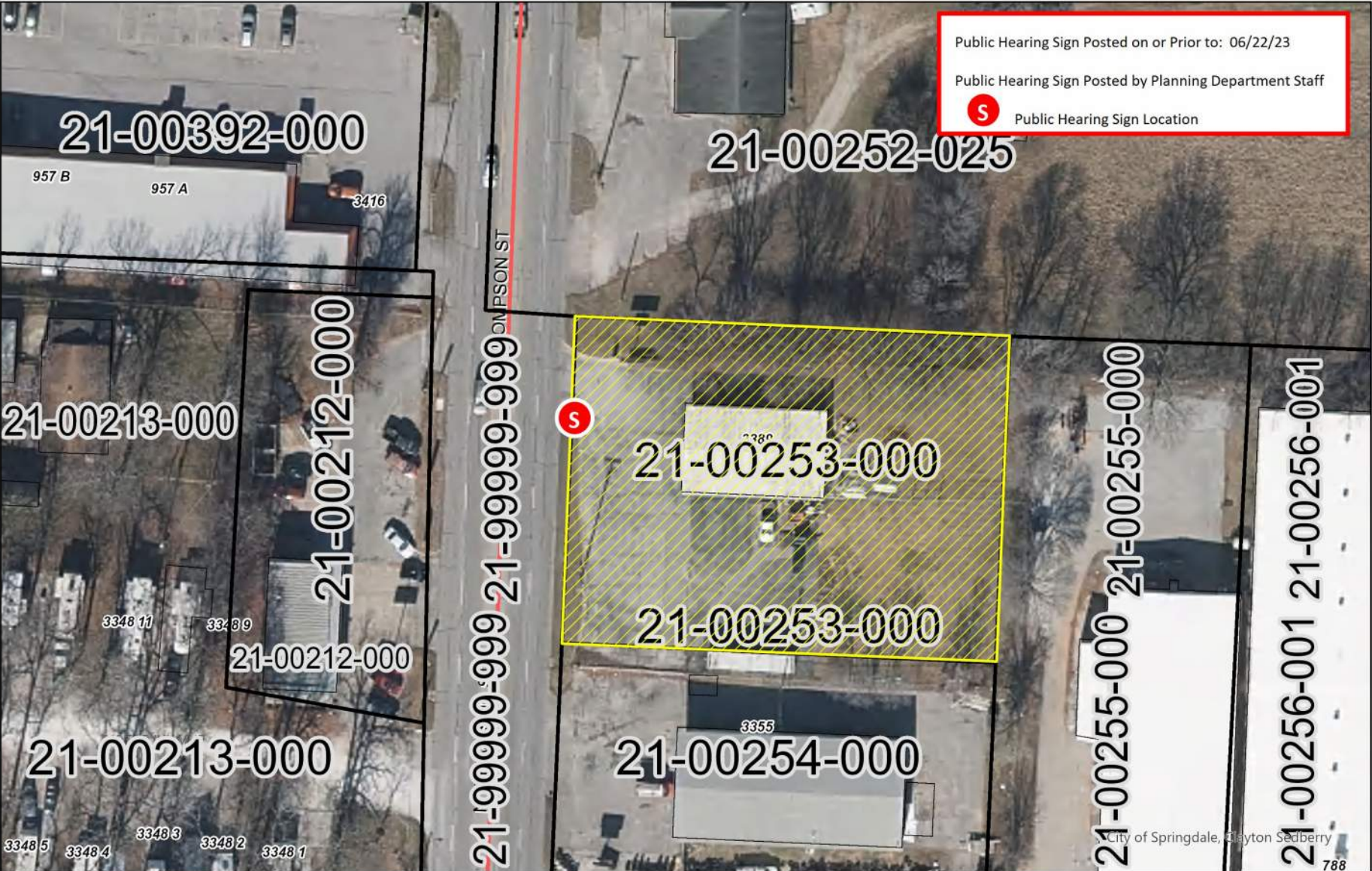
Front: 50' Rear: 20'
side: 0'

Hours of Operation

10:00 AM - 10:00 PM
(7 day a week)



Public Hearing Sign Posted on or Prior to: 06/22/23
Public Hearing Sign Posted by Planning Department Staff
S Public Hearing Sign Location



Planning Commission Meeting
October 3, 2023

0 0 0 0.01 0.01 0.02 Miles



PROJECT: C23-10 & B23-80
APPLICANT: El Torogoz Salvadorian & Mexican Cuisine
LOCATION: 3389 N Thompson St
REQUEST: Use Unit 44 in a C-5 &
Variance for utility requirement

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W23-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO KACPER LASTOWIECKI IN CONNECTION WITH 117 PURSELL STREET A SINGLE FAMILY DWELLING

WHEREAS, Ordinance #3047 provides for the waiver (W23-25) of street improvements, drainage relating thereto, curbs, gutters and sidewalks to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W23-25) of street improvements to 117 Pursell Street including drainage improvements related thereto, sidewalk in connection with 117 Pursell Street a single family dwelling and the Planning Commission recommends denial of the waiver request.

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

Option 1: Grants a waiver of street improvements to Pursell Street including drainage improvements related thereto, sidewalks in connection with 117 Pursell Street, a single family dwelling.

Option 2: Denies a waiver of street improvements to Pursell Street including drainage improvements related thereto, sidewalks in connection with 117 Pursell Street, a single family dwelling.

Option 3: Approves payment in lieu of improvements to Pursell Street in connection with 117 Pursell Street a single family dwelling with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Pursell Street including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with 117 Pursell Street, a single family dwelling.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Members of the Commission:

My name is Kacper Lastowiecki and I am the owner of the property currently nearing completion on 117 Pursell St.

I am seeking a waiver to the requirement for sidewalk construction for the following reasons.

1. Pursell Street does not have any sidewalks on either side of the street. The new sidewalk would be a “sidewalk-to-nowhere” which would abruptly end and provide no connectivity.

2. It is difficult to envision future development that would include a full sidewalk network. The two commercial properties to the south of my property along Pursell have large driveways and parking lots which will likely remain in place for many years to come. Even if my direct neighbor to the south or north were to redevelop and provide sidewalks, this would still not provide connectivity in pedestrian access.

3. There are utility poles directly to the south and north of the likely path of the sidewalk on adjacent properties. Again, were these properties to be redeveloped, the sidewalks would have to swerve or utility poles would have to be relocated.

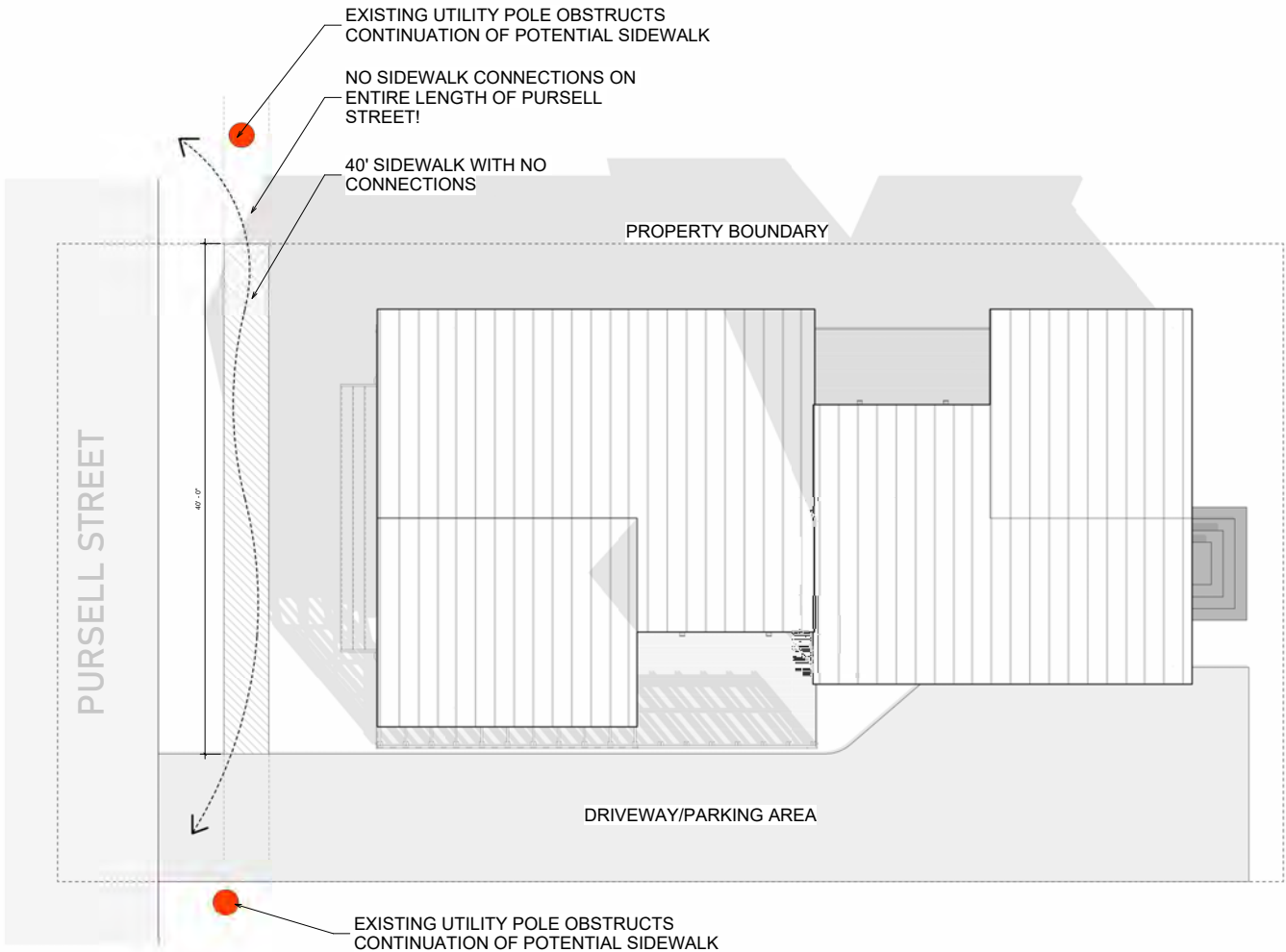
Requiring this project to provide a sidewalk will not serve the city or neighborhood residents, nor will it improve walkability along Pursell St. or in downtown Springdale. Rather it will require more impermeable pavement to be poured out, increasing our carbon footprint without providing any discernable benefits.



W23-25
Exhibit provided 10.02.2023

project location

parking lot & driveways
prohibit future sidewalk
connectivity



Utility Pole Obstruction



no sidewalk connectivity on north



[Project Frontage]

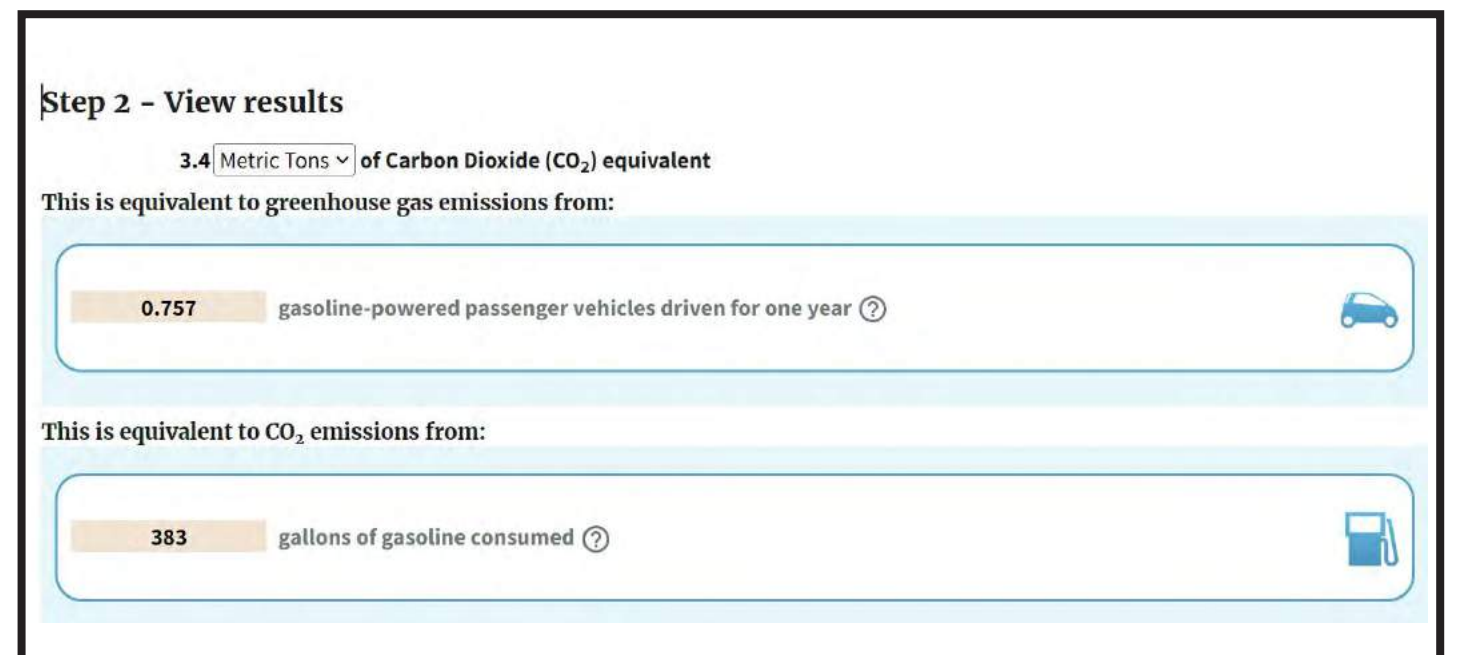
Utility Pole Obstruction



no sidewalk connectivity on south

DID YOU KNOW?

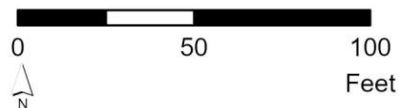
The 40' sidewalk requires ~17 cubic ft of concrete. The embodied CO₂ in that concrete is the equivalent of almost 400 gallons of gasoline!



source: EPA.gov "Greenhouse Gas Equivalence Calculator"



Planning Commission Meeting
October 3, 2023



PROJECT: W23-25
APPLICANT: Kacper Lastowiecki
LOCATION: 117 Pursell St
REQUEST: Waiver of Sidewalk Requirements

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN ENGINEERING SERVICES CONTRACT FOR SITE
DESIGN OF THE SPRINGDALE SENIOR CENTER
(PROJECT NO. 23BSC1)**

WHEREAS, The City of Springdale is planning to construct a new senior center; and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Earthplan Design Alternatives as the most qualified firm; and

WHEREAS, a contract has been negotiated for design of this project for a fee not to exceed \$39,450 for basic services and reimbursable expenses, and

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

The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Earthplan Design Alternatives for site design for the Springdale Senior Center. Funds will be paid from the 2023 Senior Center Bond Fund (Project No. 23BSC1).

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 25, 2023 ("Effective Date") between **CITY OF SPRINGDALE, ARKANSAS** ("Owner") and **EARTHPLAN DESIGN ALTERNATIVES** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement is a part, is generally identified as follows: **SPRINGDALE SR. CENTER** ("Project") (EDA Job #2495).

Engineer's services under this Agreement are generally identified as follows:

I. PROJECT DESCRIPTION:

The project is located in Springdale, Arkansas (parcel #s 815-28445-001, 815-28445-000, 815-28446-000, 815-28444-000, 815-28449-000, 815-28450-000). Road access is off E Emma Ave to the north. E Meadow Ave/ Baggett St are to the west. The Owner wishes to construct a Senior Center on this property. The total acreage is approximately 1.90 acres.

II. SCOPE OF SERVICES:

In general, the scope of services shall include the necessary drawings and support data for the City's Review process as follows:

SECTION 1: Boundary and Topographic Survey (by others, subcontracted)
SECTION 2: Large Scale Development Plans and Construction Plans
SECTION 3: Construction Administration & Close-Out

More specifically, the services to be provided shall meet the following guidelines:

SECTION 1: Boundary and Topographic Survey (by others, subcontracted):

To be provided will be a boundary and topographic survey for the above referenced parcel meeting Arkansas Minimum Standards of Practice for Property Boundary Surveys and Plats on the subject property. Any easement(s) wished to be shown shall be provided to the surveyor by the client (the abstractor's Title Commitment 'Section B-II Exceptions' will show all easements affecting the property which are recorded). If given a copy of the exceptions section in the title commitment, the Surveyor will show those easements on the Survey.

Section 1 Total Reimbursable: \$4,950.00

SECTION 2: Large Scale Development Plans and Construction Plans

- **Concept Design –**
 - Work with City and architect concerning the site's design.
- **Plans & Application–**
 - **Pre-Application Conference-** submit enough information to the City to start a dialogue about the project.

- **Development Plans-** Submit a plan set with sufficient detail to allow all agencies to review and comment in regard to all elements of the development. The plans shall show existing and proposed elements, all critical dimensions and other relevant provisions of City of Springdale's code. Support information will be provided as required to meet the City's plan requirements.
- **Utility Plan-** A Utility Plan will be prepared that will identify utility connections as needed. Plans will be reviewed with City of Springdale, the Water Utility, and with other affected area utility companies. EDA assumes existing utility connections are adequate to serve the building needs. A fire line extension will be designed.
- **Grading and Drainage Design** - Prepare a Grading and Drainage Plan, showing proposed and existing contour information, proposed structures, finished floor elevations, retaining walls, spot elevations, drainage structures, parking areas, driveways, sidewalks, and erosion control requirements.
- **Storm Water Study** - Conduct a hydrologic study and prepare a preliminary drainage report of the area to determine the amount of storm water run-off which will be generated by the development. Evaluate drainage options, including detention and Low Impact Development methods, and how to economically convey the storm water from the site in accordance with the City ordinances and good engineering practices.
- **Landscape plan**— EDA will provide a landscape plan according to the minimum landscape requirements of the City of Springdale. Landscaping greater than the minimum requirements can be provided but is not included in this proposal cost. *Please note that EDA utilizes mostly Washington-County native plants in our designs.*
- **SWPPP - Stormwater Pollution Prevention Plan** – provide a SWPPP as required by ADEQ for a Construction Permit. Builder is to provide Notice of Intent (NOI).
- **Submittals and Meetings**
 - **Documents** – EDA will complete and submit all required applications and public notifications as required by City of Springdale for review of Site Plan/Large Scale Development plans.
 - **Meetings** – EDA will attend preliminary meetings with City of Springdale's staff and will attend the standard review meetings including one Technical Advisory Committee and one Planning Commission meeting.
- **Construction Plans:**

Upon approval of the Development Plan, EDA will proceed with final construction plans for the City of Springdale's final approval.

 - Prepare final water plans with details and construction specifications for submittal to Springdale Water.
 - Prepare final sanitary sewer plans with details and construction specifications for submittal to Springdale Water.
 - Prepare final drainage, storm sewer and street design for review City of Springdale.

Section 2 Total Hourly Not to Exceed: \$ 24,000.00

SECTION 3: Construction Administration & Close-Out

- **Construction Administration**

The scope will include preparation of construction documents:

 1. Prepare quantity takeoff for bidding.
 2. Preparation of contract documents and specifications.
 3. Bidding Process and Bid Tabulation.

4. Aid owner in selection of Contractor.
 5. Certify pay requests.
 6. Contract Administration.
 7. Respond to questions after final construction plans have been issued.
- Construction Administration Hourly Not to Exceed\$ 4,000.00

- **Inspections**

EDA will provide the minimum observation of construction as required by the Arkansas Department of Health, the City of Springdale, and Springdale Water. Reinspections, if necessary, might incur additional costs.

Inspections Hourly Not to Exceed\$ 3,000.00

- **Close Out**

1. Attend one Final Inspection with the City and prepare a punch list of items the contractor is to address. *If additional Final Inspections are required, those visits will be invoiced hourly.*
2. Prepare and review any certification letters or bond documents required by the City.
3. Prepare required drainage and utility record drawing documentation as required by the City of Springdale. Detention pond record drawings will constitute one topographic survey of the detention area to determine if detention was constructed to grade. Additional fees will apply if follow-up topographic surveys are required due to grades not meeting design.

Close Out Hourly Not to Exceed\$ 3,500.00

Section 3 Total Hourly Not to Exceed \$ 10,500.00

TOTAL: SECTION 1 REIMBURSABLE + SECTIONS 1 & 2 HOURLY NOT TO EXCEED \$39,450.00

OWNER TO PROVIDE THE FOLLOWING:

1. View Appendix 1 for a list of out of contract items.
2. View Appendix 2 for the work area.
3. Owner to verify or obtain all necessary easements, rights-of-way, and agreements for construction. *Abstractor's Title Commitment 'Section B-II Exceptions' (should show all filed easements affecting the property) is strongly recommended.*
4. Architectural elevations meeting Springdale's requirements.
5. Architectural building footprints in AutoCAD format from the project's architect.
6. Rezoning (to be handled by City).

CHANGES IN SCOPE OF SERVICES:

1. Any change in site design after detailed plans are started will result in additional fees to the owner.
2. Any service deleted from this proposal by the Owner will become the responsibility of the Owner.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services"); prices for said additional services will be in addition to the Total amount of this contract.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Total Reimbursable and Hourly Not to Exceed

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Total Reimbursable and Hourly Not to Exceed amount of **\$ 39,450.00** as agreed-upon with signature in this proposal.
 - 2. In addition to the Total Reimbursable and Hourly Not to Exceed amount, reimbursement for the expenses listed on Appendix 1, if incurred.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or

procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for

consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates, Additional Services, and Reimbursable Expenses, and Appendix 2, Surveyor Work Area.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is **9/25/23**, EDA job # **2495**.

Owner: _____
Print name: _____
Title: _____
Date Signed: _____
Address for Owner's receipt of notices: _____
Email: _____
Phone No: _____

Engineer: 
James Geurtz, PE
Title: Principal, PE, CFM
Date Signed: 9/25/23
Engineer License No.: 15162 AR
Address for Engineer's receipt of notices: _____
134 W. Emma Ave.
Springdale, AR 72756
Phone: 1-479-756-1266

*This is **Appendix 1, Engineer's Standard Hourly Rates, Additional Services, and Reimbursable Expenses** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 9/25/23 for EDA project # 2495.*

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Principal – Civil Engineer	160
Engineer – V	140
Engineer – IV	110
Engineer – III B	100
Engineer - IIIA	95
Engineer - II	85
Engineer - I	75
Civil Designer – V	130
Civil Designer - IV	100
Civil Designer - III	80
Landscape Architect – V	140
Landscape Architect – IV	90
Landscape Architect – III	80
Construction Observer	90
Clerical II	40
Clerical 1	30

C. *Additional Services and Reimbursable Expenses (Services Out of Contract-unless otherwise described in this contract):*

1. All large (24"x36") black and white line drawing plots will be invoiced at a cost of \$5.00 per plot. All large (24"x36") full color plots will be invoiced at \$25.00 per plot.
2. Format copies will be invoiced as follows: Black & White: 8 1/2x11 \$0.05 ea., 11x17 - \$.10 ea., Color: 8 1/2x11 - \$.25 ea., 11x17 - \$.50 ea.
3. City, County, State, Federal, and/or Municipality review, permitting, & filing fees; certified mailing fees.
4. Utility Locate fees (including Arkansas One Call and fees charged by various Municipalities).
5. Off-site trail design.
6. FEMA Flood Studies, Corps of Engineers or environmental permits.
7. Irrigation design.
8. Green Roof Design.
9. Retaining Wall Design.
10. Title search for easements or adjacent property owners.
11. Easement Documents, Easement Plats, or Easement Abandonment.

12. Water or Sanitary Sewer Capacity Studies.
13. GPS file conversion.
14. Construction staking.
15. Traffic Studies, Structural Engineering.
16. Offsite Engineering or Surveying.
17. Variances and Waivers.
18. Conditional Use Permits or Rezoning (unless otherwise noted).
19. ALTA Surveys.
20. Topographic surveying for Record drawings (unless otherwise noted).
21. Construction bidding process or contract administration.
22. Septic Design.
23. Ground Penetrating Radar locates.
24. Additional Geotechnical Services including Geotechnical Engineering.
25. Sewer or Water main line extensions (unless otherwise noted).
26. Landscape Design work (other than the City's minimum landscape requirements and/or as stipulated in this contract document).
27. Property Line Adjustments or Lot Splits (unless otherwise noted).
28. Presentation Drawings
29. Hardscape Design (seat walls, signage, fire pits, waterfalls, pools, retaining walls, signage, etc)
30. Paving design for patios
31. Detailed furnishing selection
32. Photometric Plans (unless otherwise noted)

This is **Appendix 2, Survey Work Area** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 9/25/23 for EDA project # 2495.

EDA JOB # 2495

815-28445-001, 815-28445-000,
815-28446-000, 815-28444-000,
815-28449-000, 815-28450-000.

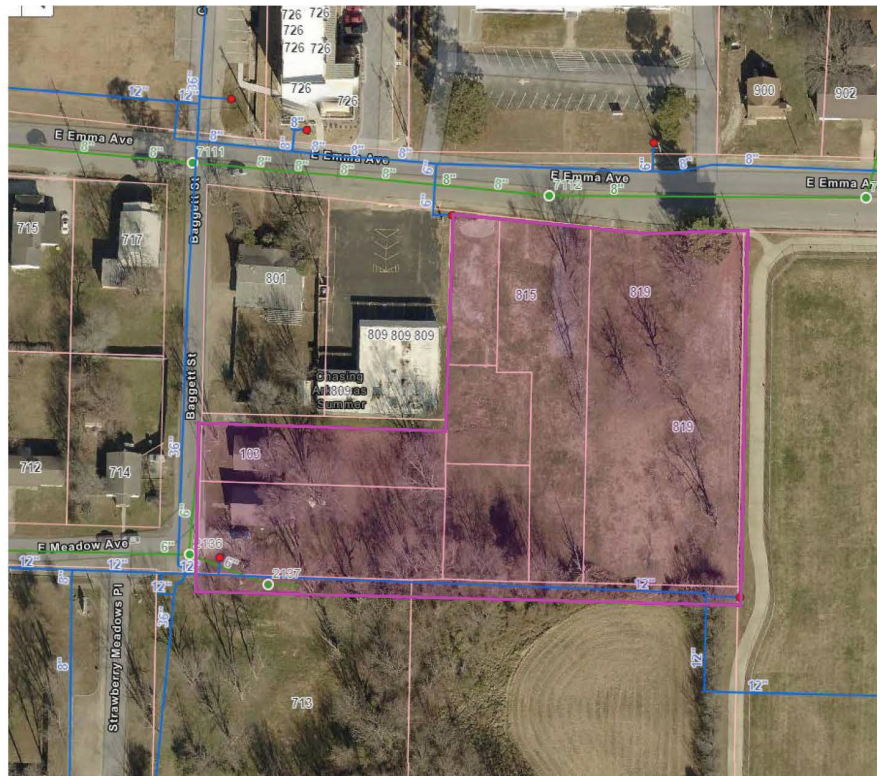
In City of Springdale

~1.90 acres

**Note that this property looks different than in this image, as some construction has already occurred on this site.*

Need price for survey and topo in area outlined in magenta:

- Boundary survey
- 1' contours
 - out 25' from boundary within this area
 - To rd CL on E Emma Ave and Baggett St.
- Pick up:
 - All observable site elements including any utilities
 - Rim and invert of sanitary sewer to north along Emma Ave
- Gas:
 - Do one-call for gas, as there might be a line paralleling Emma Ave on south side (*see the conceptual plan on following pg by others which shows a gas line*).



RESOLUTION NO. _____

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

WHEREAS, the Springdale Public Library serves numerous residents of the City of Springdale, and

WHEREAS, the Library is in need of expansion and remodeled bathrooms, and

WHEREAS, Hight Jackson Associates PA has been selected as the architectural firm for this project, and

WHEREAS, the contract is in the amount of \$111,997.48 which is 7% of the estimated construction costs,

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Hight Jackson Associates PA for the Springdale Public Library.

PASSED AND APPROVED this 24th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fourth day of October in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Springdale, AR
201 Spring Street
Springdale, AR 72764

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

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

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

Springdale Public Library Addition
405 S. Pleasant Street
Springdale, AR 72764

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined

The Owner and Architect 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.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program consists of a multi-purpose room, storage space, restrooms, and a physical tie-in to existing adjacent spaces. An entry directly off the parking lot is also provided to access the space. This program also includes renovations to the main existing restrooms at the library entry and restroom in the Children's Library.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project is an approximately 3,000 square foot addition to the northwest corner of the existing Springdale Public Library. The addition is a multi-purpose room with support space and a physical tie-in to the existing building. Minimal site improvements directly to exterior of new construction. The restroom renovation is approximately 1000 square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Estimated budget is One Million, Five Hundred Ninety-nine Thousand, Nine Hundred Sixty-four dollars (\$1,599,964.00),

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

AIA Document B133 – 2019. Copyright © 2014, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:14:45 ET on 10/04/2023 under Order No.2114451452 which expires on 07/16/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1648769387)

Page 27

To be determined by project schedule.

.2 Construction commencement date:

To be determined by project schedule.

.3 Substantial Completion date or dates:

To be determined by project schedule.

.4 Other milestone dates:

To be determined by project schedule.

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- [X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

N/A

(Paragraphs deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Colby Fulfer
Chief of Staff to the Mayor of Springdale
201 Spring Street
Springdale, AR 72764
Phone: 479-750-8114

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

None at this time,

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

To be determined

.2 Land Surveyor:

Engineering Services, Inc.
1207 South Old Missouri Road
PO Box 282
Springdale, AR 72765
Phone: 479-751-8733

.3 Geotechnical Engineer:

Engineering Services, Inc.
1207 South Old Missouri Road
PO Box 282
Springdale, AR 72765
Phone: 479-751-8733

.4 Civil Engineer:

Engineering Services, Inc.
1207 South Old Missouri Road
PO Box 282
Springdale, AR 72765
Phone: 479-751-8733

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Gail Shepherd
Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758
Phone: 479-464-4965

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Tatum-Smith-Welcher Structural Engineers
3100 S. Market Street, Suite 202
Rogers, AR 72758

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, AR 72916

Init.

.3 Electrical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, AR 727916

.4 Acoustical Engineer:

Springdale Acoustics, Inc.
1939 Commerce Park Drive
Springdale, AR 72764

§ 1.1.12.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include

Init.

design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

(Paragraphs deleted)

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's acceptance of the Schematic Design Documents provided under separate contract, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, or Guaranteed Maximum Price proposal, exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraph deleted)

- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .9 Assistance to the Initial Decision Maker, if other than the Architect;
- .10 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .11 Services necessitated by the Owner's delay in engaging the Construction Manager;

- .12 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment; and
- .13 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

(Paragraphs deleted)

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and

resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the

Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, or the Guaranteed Maximum Price proposal, that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

Init.

The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for dispute resolution but, in such event, mediation shall proceed in advance of dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:
(Check the appropriate box.)

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction in Washington County, AR

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

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Init.

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees,

Init.

consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

.1 Percentage Basis
(Insert percentage value)

Seven Percent (7.0 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly in accordance with attached Hourly Rate Sheet.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty-five	percent (	55	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those

portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to the attached Hourly Rate Sheet.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10

(Paragraphs deleted)

Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

National Prime Rate

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Other documents:

(List other documents, if any, forming part of the Agreement.)

Hourly Rate Sheet

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

City of Springdale, AR

Hight Jackson Associates PA

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Brian Jackson, President

(Printed name, title, and license number, if required)

Init.

January 1, 2023

HOURLY RATE SCHEDULE

Architect Principal	\$180.00 / hour
Engineer Principal	\$180.00 / hour
Project Manager	\$140.00 / hour
Architect 1 (<i>more than 10 years</i>)	\$150.00 / hour
Architect 2 (<i>more than 5, but less than 10 years</i>)	\$130.00 / hour
Architect 3 (<i>less than 5 years</i>)	\$120.00 / hour
Intern Architect 1 (<i>more than 5 years</i>)	\$100.00 / hour
Intern Architect 2 (<i>less than 5 years</i>)	\$85.00 / hour
Interior Designer 1	\$95.00 / hour
Interior Designer 2	\$75.00 / hour
Office Administrator	\$80.00 / hour
Secretary 1	\$60.00 / hour
Secretary 2	\$50.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

RESOLUTION NO.

**A RESOLUTION AUTHORIZING PAYMENT OF
AN INVOICE
PROJECT NO. 18BPC2/1**

WHEREAS, the City of Springdale contracted with Milestone Construction Company, LLC. for the construction of municipal campus, and

WHEREAS, The City has received an invoice for \$1,345.787.42 from Milestone Construction Company, LLC.,

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 Milestone Construction Company, LLC., \$1,345.787.42 with funds from the 2018 Bond Funds.

PASSED AND APPROVED this 24th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

September 19, 2023

Cody Loerts
City Clerk's Office
City of Springdale, Arkansas
201 Spring Street
Springdale, Arkansas 72764

RE: DD#1712 SPRINGDALE MUNICIPAL CAMPUS
MILESTONE CONSTRUCTION COMPANY, LLC - PAY APPLICATION NO. 50
REDUCTION IN RETAINAGE

Dear Mr. Loerts,

We herewith transmit Milestone Construction Company, LLC's Application for Payment No. 50 for your review and approval. This Application is for a reduction in project retainage from \$1,852, 247.69 to \$518,802.09, making this request for payment \$ 1,345,787.42. This is a reduction of retainage terms from 5% of the construction cost to 1.4% (See attached letter). To date we have inspected the work to complete the project, generated a full punch list and Milestone has completed the major items. The remaining punch list consists of smaller items of work. (Note that the full information desk has been released for fabrication as designed.)

Based on the work complete and an estimate of the work remaining punch list items we hereby approve this application. If the application is acceptable to you, please process for payment.

For this pay period, Milestone has not included a letter requesting additional (0) adverse weather or other delay days. To date, the cumulative weather delay days total one hundred forty-seven (147). The current date for substantial completion is July 22, 2022. This date will be updated per the owner's acceptance of delay days.

Thank you, and please contact me if you have any questions regarding the application.

Respectfully Submitted,



Roy Decker, FAIA

Encs.: Milestone Application for Payment 50

c: Colby Fulfer, City of Springdale
Ethan Six, Paul Davidson, James Farmer, Milestone Construction Company, LLC

File: 1712.9 pay app 50

DUVALL DECKER[®]
(an expanded practice)

2915 NORTH STATE STREET . JACKSON, MS 39216 . WWW.DUVALLDECKER.COM . 601-713-1128

APPLICATION AND CERTIFICATE FOR PAYMENT

Page: 1 of 6

TO OWNER: City of Springdale
201 Spring Street
Springdale, AR 72764

PROJECT: Springdale Municipal Campus
201 Spring Street
Springdale, AR 72764

APPLICATION NO.: 50
PERIOD TO : Aug 31, 2023
PROJECT NOS.: 1371
INVOICE NO.: 1371-50
CONTRACT DATE : Jul 31, 2019

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

FROM CONTRACTOR: Milestone Construction Company, LLC
2002 South 48th Street
Suite A
Springdale, AR 72762

ARCHITECT: Duvall Decker Architects, P.A.
2915 North State Street
Jackson, MS 39216

CONTRACT FOR: Springdale Municipal Campus

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 35,855,288.00
2. Net change by change orders \$ 1,278,133.00
3. CONTRACT SUM TO DATE (Line1 +/- 2) \$ 37,133,421.00
4. TOTAL COMPLETED & STORED TO DATE \$ 37,057,295.58
(Column G on G703)
5. RETAINAGE:
(Total retainage Column I of G703) \$ 518,802.09
6. TOTAL EARNED LESS RETAINAGE \$ 36,538,493.49
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 35,192,706.07
8. CURRENT PAYMENT DUE \$ 1,345,787.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 594,927.51

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	1,278,133.00	0.00
APPROVED THIS MONTH		
Number Date Approved		
Current Total:	0.00	0.00
Net Change by Change Orders		1,278,133.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Milestone Construction Company, LLC

By: [Signature] Date: 8/23/23

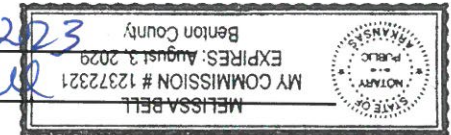
State of: Arkansas

County of: Benton

Subscribed and sworn to before

me this 23 day of August 2023

Notary Public: Melissa Bell
My Commission expires: 8/3/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 1,345,787.42

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Duvall Decker Architects, P.A.

By: [Signature] Date: 09-19-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Milestone Construction Company, LLC

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

Page: 2

APPLICATION NUMBER: 50

APPLICATION DATE: Aug 23, 2023 INVOICE NO.:

PERIOD TO: Aug 31, 2023 1371-50

PROJECT NO: 1371

A	B	C	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
9100	Phase One								
9105	Demolition	34,684.00	34,684.00	0.00	0.00	34,684.00	100	0.00	485.58
9110	Concrete	1,166,906.00	1,166,906.00	0.00	0.00	1,166,906.00	100	0.00	16,336.68
9115	Polished Concrete	104,757.00	104,757.00	0.00	0.00	104,757.00	100	0.00	1,466.60
9120	Thin Shell Precast Concrete Material	1,497,251.00	1,497,251.00	0.00	0.00	1,497,251.00	100	0.00	20,961.51
9125	Thin Shell Precast Concrete Erection	324,250.00	324,250.00	0.00	0.00	324,250.00	100	0.00	4,539.50
9130	Masonry	1,043,919.00	1,043,919.00	0.00	0.00	1,043,919.00	100	0.00	14,614.87
9135	Structural Steel Supply	1,256,193.00	1,256,193.00	0.00	0.00	1,256,193.00	100	0.00	17,586.70
9140	Structural Steel Erection	474,375.00	474,375.00	0.00	0.00	474,375.00	100	0.00	6,641.25
9145	Ornamental Metals	13,875.00	13,875.00	0.00	0.00	13,875.00	100	0.00	194.25
9150	Millwork	294,185.00	294,185.00	0.00	0.00	294,185.00	100	0.00	4,118.59
9155	Interior Trim Installation	26,328.00	26,328.00	0.00	0.00	26,328.00	100	0.00	368.59
9160	Waterproofing	212,808.00	212,808.00	0.00	0.00	212,808.00	100	0.00	2,979.31
9165	Roofing	824,037.00	824,037.00	0.00	0.00	824,037.00	100	0.00	11,536.52
9170	Sprayed Fireproofing	16,665.00	16,665.00	0.00	0.00	16,665.00	100	0.00	233.31
9175	Sprayed Foam Insulation	99,017.00	99,017.00	0.00	0.00	99,017.00	100	0.00	1,386.24
9180	HM Frame, Door and Wood Door Supply	168,680.00	168,680.00	0.00	0.00	168,680.00	100	0.00	2,361.52
9185	Door & Hardware Installation	33,056.00	33,056.00	0.00	0.00	33,056.00	100	0.00	462.78
9190	Glass & Glazing	619,168.00	619,168.00	0.00	0.00	619,168.00	100	0.00	8,668.35
9195	Overhead Doors	73,888.00	73,888.00	0.00	0.00	73,888.00	100	0.00	1,034.43
9200	Studs/Drywall/Ceilings	1,709,762.00	1,709,762.00	0.00	0.00	1,709,762.00	100	0.00	23,936.67
9205	Flooring	368,083.00	368,083.00	0.00	0.00	368,083.00	100	0.00	5,153.16
9210	Epoxy Flooring	65,356.00	65,356.00	0.00	0.00	65,356.00	100	0.00	914.98
9215	Painting	295,376.00	295,376.00	0.00	0.00	295,376.00	100	0.00	4,135.26
9220	Specialty Supply	54,402.00	54,402.00	0.00	0.00	54,402.00	100	0.00	761.63
9225	Specialty Installation	23,982.00	23,982.00	0.00	0.00	23,982.00	100	0.00	335.75
9230	Window Coverings	14,144.00	14,144.00	0.00	0.00	14,144.00	100	0.00	198.02
9235	Elevators	264,202.00	264,202.00	0.00	0.00	264,202.00	100	0.00	3,698.83
9240	Wheel Chair Lifts	32,895.00	32,895.00	0.00	0.00	32,895.00	100	0.00	460.53
9245	Detention Equipment & Security Electronics	339,911.00	339,911.00	0.00	0.00	339,911.00	100	0.00	4,758.75
9250	Fire Sprinkler	334,992.00	334,992.00	0.00	0.00	334,992.00	100	0.00	4,689.89
9255	Plumbing & HVAC	2,218,787.00	2,218,787.00	0.00	0.00	2,218,787.00	100	0.00	31,063.02
9260	Electrical	2,959,695.00	2,959,695.00	0.00	0.00	2,959,695.00	100	0.00	41,435.73
9265	Structured Telecommunications Cabling	271,086.00	271,086.00	0.00	0.00	271,086.00	100	0.00	3,795.20
9270	Audio-Visual Systems	511,845.00	511,845.00	0.00	0.00	511,845.00	100	0.00	7,165.83
9275	Electronic Safety & Security	498,486.00	498,486.00	0.00	0.00	498,486.00	100	0.00	6,978.80

Milestone Construction Company, LLC

CONTINUATION SHEET

Page: 3

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest cent.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 50

APPLICATION DATE: Aug 23, 2023 INVOICE NO.:

PERIOD TO: Aug 31, 2023 1371-50

PROJECT NO: 1371

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	H BALANCE TO FINISH	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
9280	Fire Alarm	82,110.00	82,110.00	0.00	0.00	82,110.00	100	0.00	1,149.54
9285	Earthwork & Storm Drainage	384,194.00	384,194.00	0.00	0.00	384,194.00	100	0.00	5,378.72
9290	Termite Treatment	2,946.00	2,946.00	0.00	0.00	2,946.00	100	0.00	41.24
9295	Asphalt Paving	161,159.00	161,159.00	0.00	0.00	161,159.00	100	0.00	2,256.23
9300	Pavement Specialties	7,093.00	7,093.00	0.00	0.00	7,093.00	100	0.00	99.30
9305	Fencing	54,216.00	54,216.00	0.00	0.00	54,216.00	100	0.00	759.02
9310	Site Utilities	134,640.00	134,640.00	0.00	0.00	134,640.00	100	0.00	1,884.96
9315	Landscaping	59,258.00	59,258.00	0.00	0.00	59,258.00	100	0.00	829.61
9320	Allowance # 1 - Finish Hardware (w/tax)	192,941.00	192,941.00	0.00	0.00	192,941.00	100	0.00	2,701.17
9325	Allowance # 2 - Finish Hardware (w/tax)	3,293.00	3,293.00	0.00	0.00	3,293.00	100	0.00	46.10
9335	Allowance # 4 - Building Plaque	2,000.00	0.00	0.00	0.00	0.00	0	2,000.00	0.00
9340	Allowance # 5 - Aluminum Letters	13,200.00	0.00	0.00	0.00	0.00	0	13,200.00	0.00
9345	Allowance # 6 - Public Room Signage - Wayfinding	16,250.00	16,250.00	0.00	0.00	16,250.00	100	0.00	227.50
9350	Allowance # 7 - Identifying Devices - Room Signage	5,200.00	5,200.00	0.00	0.00	5,200.00	100	0.00	72.80
9355	Allowance # 8 - Drapery	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	35.00
9360	Allowance # 9 - Court Dias & Sundries	106,000.00	106,000.00	0.00	0.00	106,000.00	100	0.00	1,484.00
9375	Allowance # 12 - Police Lobby Reception Desk	12,000.00	12,000.00	0.00	0.00	12,000.00	100	0.00	168.00
9380	Allowance # 13 - Appliances	32,500.00	32,500.00	0.00	0.00	32,500.00	100	0.00	455.00
9385	Allowance # 14 - Mock Ups	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	140.00
9390	Allowance # 16 - Steel Allowance per 05 12 23	27,438.00	27,438.00	0.00	0.00	27,438.00	100	0.00	384.13
9395	Allowance # 17 - Additional Building Plaque	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	28.00
9400	Allowance # 18 - Additional Mock Ups	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	210.00
9402	Allowance # 19 - Glass at Stair S-5	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	210.00
9404	Allowance # 20 - Sound Rated Doors	35,000.00	35,000.00	0.00	0.00	35,000.00	100	0.00	490.00
9405	Meter Fees	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	42.00
9410	Building Permit	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	14.00
9415	Punch Trusses for Wood Attachment	3,575.00	3,575.00	0.00	0.00	3,575.00	100	0.00	50.05
9420	Rough Carpentry	45,600.00	45,600.00	0.00	0.00	45,600.00	100	0.00	638.40
9425	Stone Treads, Risers & Stringers	54,050.00	54,050.00	0.00	0.00	54,050.00	100	0.00	756.70
9430	Mechanical Screenwall Fence	30,240.00	30,240.00	0.00	0.00	30,240.00	100	0.00	423.36
9435	Generator Room	68,293.00	68,293.00	0.00	0.00	68,293.00	100	0.00	956.10
9440	Knox Boxes	3,120.00	3,120.00	0.00	0.00	3,120.00	100	0.00	43.68
9445	Flagpoles	2,096.00	2,096.00	0.00	0.00	2,096.00	100	0.00	29.34

Milestone Construction Company, LLC

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

Page: 4

APPLICATION NUMBER: 50

APPLICATION DATE: Aug 23, 2023 INVOICE NO.:

PERIOD TO: Aug 31, 2023 1371-50

PROJECT NO: 1371

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	H BALANCE TO FINISH	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
9450	Removable Bollards	2,486.00	2,486.00	0.00	0.00	2,486.00	100	0.00	34.80
9455	Expansion Joint Covers	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	210.00
9460	Aluminum Trims	38,377.00	21,107.35	0.00	0.00	21,107.35	55	17,269.65	295.50
9465	General Conditions	812,024.00	812,024.00	0.00	0.00	812,024.00	100	0.00	11,368.34
9470	Supervision	883,829.00	883,829.00	0.00	0.00	883,829.00	100	0.00	12,373.61
9475	Builder's Risk Insurance	96,866.00	96,866.00	0.00	0.00	96,866.00	100	0.00	1,356.12
9480	General Liability Insurance	152,371.00	152,371.00	0.00	0.00	152,371.00	100	0.00	2,133.19
9485	Owner's Protective Insurance	23,700.00	23,700.00	0.00	0.00	23,700.00	100	0.00	331.80
9490	Payment & Performance Bonds	298,411.00	298,411.00	0.00	0.00	298,411.00	100	0.00	4,177.75
9495	Construction Contingency	334,168.00	334,168.00	0.00	0.00	334,168.00	100	0.00	4,678.35
9500	Contractor's Fee	926,404.00	924,551.19	926.41	0.00	925,477.60	100	926.40	12,956.69
9810	CO #1 - Proposal #1 - Ballistic Windows & Glass - Phs 1	57,577.00	57,577.00	0.00	0.00	57,577.00	100	0.00	806.08
9811	CO #1 - Prop. #2 - Allen Building Fire Line - Phs 1	13,945.00	13,945.00	0.00	0.00	13,945.00	100	0.00	195.23
9812	CO #1 - Prop. #3 - Delete Masonry @ Pond Wall - Phs 1	-7,647.00	-7,647.00	0.00	0.00	-7,647.00	100	0.00	-107.06
9813	CO #1 - Prop. #4 - Roof Top Hose Bibbs - Phs 1	8,469.00	8,469.00	0.00	0.00	8,469.00	100	0.00	118.57
9814	CO #1 - Prop. #5 - Underground IT Conduits - Phs 1	18,423.00	18,423.00	0.00	0.00	18,423.00	100	0.00	257.92
9815	CO #1 - Prop. #6 - LVT in Tactical Training - Phs 1	2,061.00	2,061.00	0.00	0.00	2,061.00	100	0.00	28.85
9816	CO #1 - Prop. #7 - Add UV Lights @ RTUs - Phs 1	59,385.00	59,385.00	0.00	0.00	59,385.00	100	0.00	831.39
9817	CO #1 - Prop. #8 - Add to Allowance @ Lobby Desks	23,554.00	11,777.00	4,004.18	0.00	15,781.18	67	7,772.82	220.94
9818	CO #1 - Prop. #9 - Storm Drainage for Allen Bldg - Phs 1	34,824.00	34,824.00	0.00	0.00	34,824.00	100	0.00	487.54
9819	CO #1 - Prop. #10 - Tower Conduits to Radio Room - Phs 1	24,202.00	24,202.00	0.00	0.00	24,202.00	100	0.00	338.83
9821	CO #1 - Prop. #12 - Add Access Control & Cameras - Phs 1	70,911.00	70,911.00	0.00	0.00	70,911.00	100	0.00	992.75
9822	CO #1 - Prop. #13 - SPD MILO System - Phs 1	6,203.00	6,203.00	0.00	0.00	6,203.00	100	0.00	86.84
9823	CO #1 - Prop. #14 - Tower Ground Loop - Phs 1	36,216.00	36,216.00	0.00	0.00	36,216.00	100	0.00	507.02
	Phase One Total:	23,765,717.00	23,719,617.54	4,930.59	0.00	23,724,548.13	100	41,168.87	332,143.63
9505	Phase Two								
9510	Demolition	295,000.00	295,000.00	0.00	0.00	295,000.00	100	0.00	4,130.00
9515	Concrete	601,705.00	601,705.00	0.00	0.00	601,705.00	100	0.00	8,423.87
9520	Polished Concrete	27,676.00	27,676.00	0.00	0.00	27,676.00	100	0.00	387.46
9525	Thin Shell Precast Concrete Panel	250,694.00	250,694.00	0.00	0.00	250,694.00	100	0.00	3,509.72

Milestone Construction Company, LLC

CONTINUATION SHEET

Page: 5

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

APPLICATION NUMBER: 50

In tabulation below, amounts are stated to the nearest cent.

APPLICATION DATE: Aug 23, 2023 INVOICE NO.:

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: Aug 31, 2023 1371-50

PROJECT NO: 1371

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED (D+E)		MATERIAL PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	BALANCE TO FINISH	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	System Material								
9530	Thin Shell Precast Concrete Panel System Erection	105,950.00	105,950.00	0.00	0.00	105,950.00	100	0.00	1,483.30
9535	Masonry	1,015,101.00	1,015,101.00	0.00	0.00	1,015,101.00	100	0.00	14,211.41
9540	Structural Steel Supply	631,727.00	631,727.00	0.00	0.00	631,727.00	100	0.00	8,844.18
9545	Structural Steel Erection	158,000.00	158,000.00	0.00	0.00	158,000.00	100	0.00	2,212.00
9550	Ornamental Metals	6,150.00	6,150.00	0.00	0.00	6,150.00	100	0.00	86.10
9555	Millwork	179,000.00	179,000.00	0.00	0.00	179,000.00	100	0.00	2,506.00
9560	Interior Trim Installation	14,177.00	14,177.00	0.00	0.00	14,177.00	100	0.00	198.48
9565	Waterproofing	173,669.00	170,195.62	0.00	0.00	170,195.62	98	3,473.38	2,382.74
9570	Roofing	565,504.00	559,848.96	0.00	0.00	559,848.96	99	5,655.04	7,837.89
9575	HM Frame, Door and Wood Door Supply	40,450.00	40,450.00	0.00	0.00	40,450.00	100	0.00	566.30
9580	Door & Hardware Installation	15,944.00	15,944.00	0.00	0.00	15,944.00	100	0.00	223.22
9585	Glass & Glazing	610,532.00	608,089.87	0.00	0.00	608,089.87	100	2,442.13	8,513.26
9590	Studs, Drywall, Ceilings	861,782.00	861,782.00	0.00	0.00	861,782.00	100	0.00	12,064.95
9595	Flooring	159,011.00	159,011.00	0.00	0.00	159,011.00	100	0.00	2,226.15
9600	Painting	166,563.00	166,563.00	0.00	0.00	166,563.00	100	0.00	2,331.88
9605	Specialty Supply	26,363.00	26,363.00	0.00	0.00	26,363.00	100	0.00	369.08
9610	Specialty Installation	12,073.00	12,073.00	0.00	0.00	12,073.00	100	0.00	169.02
9615	Window Coverings	7,416.00	7,416.00	0.00	0.00	7,416.00	100	0.00	103.82
9620	Elevators	169,805.00	169,805.00	0.00	0.00	169,805.00	100	0.00	2,377.27
9625	Fire Sprinkler	164,995.00	164,995.00	0.00	0.00	164,995.00	100	0.00	2,309.93
9630	Plumbing & HVAC	1,409,056.00	1,409,056.00	0.00	0.00	1,409,056.00	100	0.00	19,726.78
9640	Electrical	1,412,333.00	1,412,333.00	0.00	0.00	1,412,333.00	100	0.00	19,772.66
9645	Structured Telecommunications Cabling	120,376.00	120,376.00	0.00	0.00	120,376.00	100	0.00	1,685.26
9650	Audio-Visual Systems	216,624.00	214,457.76	0.00	0.00	214,457.76	99	2,166.24	3,002.41
9655	Electronic Safety & Security	216,580.00	216,580.00	0.00	0.00	216,580.00	100	0.00	3,032.12
9660	Fire Alarm	41,065.00	41,065.00	0.00	0.00	41,065.00	100	0.00	574.91
9665	Earthwork & Storm Drainage	196,322.00	196,322.00	0.00	0.00	196,322.00	100	0.00	2,748.51
9670	Termite Treatment	1,587.00	1,587.00	0.00	0.00	1,587.00	100	0.00	22.22
9675	Asphalt Paving	85,463.00	85,463.00	0.00	0.00	85,463.00	100	0.00	1,196.48
9680	Pavement Specialties	3,733.00	3,733.00	0.00	0.00	3,733.00	100	0.00	52.26
9685	Fencing	27,108.00	27,108.00	0.00	0.00	27,108.00	100	0.00	379.51
9690	Site Utilities	69,300.00	69,300.00	0.00	0.00	69,300.00	100	0.00	970.20
9695	Landscaping	30,955.00	30,645.45	0.00	0.00	30,645.45	99	309.55	429.04
9700	Allowance # 1 - Finish Hardware (w/tax)	128,627.00	128,627.00	0.00	0.00	128,627.00	100	0.00	1,800.78

Milestone Construction Company, LLC

CONTINUATION SHEET

Page: 6

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

In tabulation below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 50

APPLICATION DATE: Aug 23, 2023 INVOICE NO.:

PERIOD TO: Aug 31, 2023 1371-50

PROJECT NO: 1371

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED (D+E)		F MATERIAL PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PER-%(G/C)	H BALANCE TO FINISH	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
9705	Allowance # 2 - Finish Hardware (w/tax)	2,195.00	2,195.00	0.00	0.00	2,195.00	100	0.00	30.73
9710	Allowance # 3 - Acoustical Treatment (w/tax)	10,975.00	10,975.00	0.00	0.00	10,975.00	100	0.00	153.65
9715	Allowance # 6 - Public Room Signage - Wayfinding	8,750.00	0.00	0.00	0.00	0.00	0	8,750.00	0.00
9720	Allowance # 7 - Identifying Devices - Room Signage	2,800.00	0.00	0.00	0.00	0.00	0	2,800.00	0.00
9725	Allowance # 8 - Drapery	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	35.00
9730	Allowance # 10 - Council Chamber Dias and Tables	106,000.00	106,000.00	0.00	0.00	106,000.00	100	0.00	1,484.00
9735	Allowance # 11 - Main Lobby Reception Desk	18,000.00	18,000.00	0.00	0.00	18,000.00	100	0.00	252.00
9740	Allowance # 13 - Appliances	17,500.00	11,375.00	0.00	0.00	11,375.00	65	6,125.00	159.25
9745	Allowance # 17 - Additional Building Plaque	2,000.00	0.00	0.00	0.00	0.00	0	2,000.00	0.00
9750	Building Permit	1,000.00	1,000.00	0.00	0.00	1,000.00	100	0.00	14.00
9755	Punch Trusses for Wood Attachment	1,925.00	1,925.00	0.00	0.00	1,925.00	100	0.00	26.95
9760	Rough Carpentry	30,400.00	30,400.00	0.00	0.00	30,400.00	100	0.00	425.60
9765	Stone Treads, Risers & Stringers	18,017.00	18,017.00	0.00	0.00	18,017.00	100	0.00	252.24
9770	Knox Boxes	1,680.00	1,680.00	0.00	0.00	1,680.00	100	0.00	23.52
9775	Flagpoles	2,096.00	2,096.00	0.00	0.00	2,096.00	100	0.00	29.34
9780	Removable Bollards	1,657.00	1,657.00	0.00	0.00	1,657.00	100	0.00	23.20
9785	Expansion Joint Covers	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	140.00
9790	General Conditions	547,182.00	547,182.00	0.00	0.00	547,182.00	100	0.00	7,660.55
9795	Supervision	589,220.00	589,220.00	0.00	0.00	589,220.00	100	0.00	8,249.08
9800	Construction Contingency	227,778.00	227,778.00	0.00	0.00	227,778.00	100	0.00	3,188.89
9805	Contractor's Fee	617,603.00	608,956.56	7,411.23	0.00	616,367.79	100	1,235.21	8,629.15
9820	CO #1 - Prop. #11 - Add Last Bay to South End - Phs 2	503,089.00	503,089.00	0.00	0.00	503,089.00	100	0.00	7,043.25
9824	CO #1 - Prop. #15 - Extended General Conditions - Phs 2	426,921.00	426,921.00	0.00	0.00	426,921.00	100	0.00	5,976.89
Phase Two Total:		13,367,704.00	13,325,336.22	7,411.23	0.00	13,332,747.45	100	34,956.55	186,658.46
Project Total:		37,133,421.00	37,044,953.76	12,341.82	0.00	37,057,295.58	100	76,125.42	518,802.09

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONTRACT FOR LIGHTING; TO WAIVE
COMPETITIVE BIDDING, AND FOR OTHER
PURPOSES.
2023 BOND PROJECT NO. 23BPP2**

WHEREAS, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

WHEREAS, the Parks and Recreation portion of the 2023 bond program was intended to purchase and install lighting at Tyson, JB Hunt, C.L. and Willie George, Shaw and Murphy Parks, and

WHEREAS, the city engaged a procurement consultant who was able to successfully negotiate terms with GeoSurfaces, Inc. in the amount of \$1,963,000.00, and

WHEREAS, the lighting negotiations came in below the budgeted amount of \$2,780,000, and

WHEREAS, the installation of lighting will be beneficial to our residents;

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with GeoSurfaces, Inc. for the purchase and installation of lighting, in an amount not to exceed \$1,963,000.00, to be paid from the 2023 Parks and Recreation Bond Fund.

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

PASSED AND APPROVED this 24th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5th day of October in the year 2023
(In words, indicate day, month and year.)

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

City of Springdale, Arkansas
201 Spring Street
Springdale, Arkansas 72764
Attention: Mayor Doug Sprouse

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

GeoSport Lighting Systems, LLC
7080 St. Gabriel Avenue – Suite B
St. Gabriel, LA 70776
Charles Dawson, CEO

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

City of Springdale Parks and Recreation
Randal Tyson Recreational Sports Complex
4303 Watkins
Springdale, Arkansas 72762
Description: ten new 70' poles, two new 50' poles, 40 fixtures for retrofit, 110 fixtures for new poles
J.B. Hunt Park
2003 Flemming Drive
Springdale, Arkansas 72762
Description: 180 fixtures for retrofit
Willie George Park
4023 Hylton Road
Springdale, Arkansas 72764
Description: eight new 70' poles, 108 fixtures for new poles
Shaw Family Park
7341 W Downum Road
Springdale, Arkansas 72762
Description: four new 70' poles, four new 80' poles, 112 fixtures for new poles

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

Blackfin Sports Consulting
P.O. Box 9373
Fayetteville, AR 72703
Attention: Mark Jones

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 A101®–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	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

INSURANCE AND BONDS: Exhibit A

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. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

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 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[X] Established as follows:

Date of Commencement will be agreed upon by both parties and will commence within 15 days of Owner's written notice.

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

§ 3.3 Substantial Completion

§ 3.3.1 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 () calendar days from the date of commencement of the Work.

[X] By the following dates:

Randal Tyson Recreational Sports Complex - February 15, 2024

J.B. Hunt Park - February 15, 2024

Willie George Park- February 15, 2024

Shaw Family Park - To be Determined and Agreed Upon by Owner and Contractor

§ 3.3.2 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
N/A

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Sixty Three Thousand Dollars(\$1,863,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Sponsorship given by GeoSport Lighting Systems to purchase LED Scoretables for the Parks and Rec Center	DEDUCT \$100,000.00

§ 4.2.2 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
N/A	N/A	N/A

§ 4.3

(Paragraphs deleted)
Not Used.

§ 4.4 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)
N/A	N/A	N/A

§ 4.5 Liquidated damages, if any:

Owner and Contractor agree that in the event the Contractor fails to substantially complete Randal Tyson Recreational Sports Complex, J. B. Hunt Park, and Willie George Park by the dates agreed upon by both parties, the Contractor will pay liquidated damages of \$100.00 per day per park.
The Contractor will not be held to pay liquidated damages if the "good weather working days" have exceeded the set amount and interfere with the Substantial Completion Date. If weather conditions are the basis for an extension, such claim shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
The Contractor will not be held liable to pay liquidated damages if the Owner delays access to the fields or park once a date of commencement is agreed upon by both parties.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the twenty-fifth (25th) day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Consultant not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Consultant after the application date fixed above, payment of the

amount certified shall be made by the Owner not later than thirty (30) days after the Consultant receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Consultant in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Consultant may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction; and
- .3 That portion of Construction Change Directives that the Consultant determines, in the Consultant's professional judgment, to be reasonably justified.

§ 5.1.6.2 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 Consultant 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 Consultant may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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:

0%

(Paragraphs deleted)

§ 5.1.8 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.

§ 5.1.9 Except with the Owner's prior approval and in accordance with Section 9.3.2 of the General Conditions A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor within 30 days of the final Payment Application.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Consultant will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017.
(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, arbitration pursuant to Article 15 of AIA Document A201–2017.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

§ 7.3 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:

Twenty Five Thousand Dollars and Zero Cents (\$25,000.00)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 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 by Owner or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mark Jones

Blackfin Sports Consulting

PO BOX 9373

Fayetteville, AR 72703

Email: markjonesnwa@gmail.com

In addition, Owner may elect to designate a separate Program Manager or Project Manager as an Owner's Representative under Article 2.1.1 of the A201 General Conditions.

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Charles Dawson

GeoSport Lighting Systems, LLC

7080 St. Gabriel Avenue – Suite B

St. Gabriel, LA 70776

Email: cdawson@tencategrass.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner may, and the Contractor shall, purchase and maintain insurance as set forth in AIA Document A201™–2017 Article 11, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 Article 11, and elsewhere in the Contract Documents.

§ 8.6

(Paragraphs deleted)

Not Used.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as amended by Owner, without its Exhibit A.

.2 AIA Document A201™–2017, General Conditions of the Contract for
(Paragraphs deleted)
Construction, as amended by Owner.

(Paragraph deleted)

.3 Drawings

Number

Title

Date

A

Proposal

October 5, 2023

B

On Field Designs

October 5, 2023

C

Product Information

October 5, 2023

D

Controls

October 5, 2023

E

Poles/Structures

October 5, 2023

F

Performance Guarantee

October 5, 2023

G

Warranty

October 5, 2023

(Paragraph deleted)

.4 Specifications
Number

Title

Date

.5 Addenda, if any:
Number

Date

Pages

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 9.

.6 Other Exhibits:

SCOPE OF WORK

PROPOSAL

October 5, 2023

.7 Other documents, if any, listed below:

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Charles C. Dawson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 21:53:25 ET on 08/28/2023 under Order No. 2114465004 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 changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



PART A

PROPOSAL



September 22, 2023

AR Contractor License No: 0385270524

To: City of Springdale, AR

Re: Lighting Installation at Hunt Park, George Park, Tyson Park, and Shaw Park

GeoSport Lighting Systems, LLC, (herein called **GeoSport®**), will provide all materials, labor and equipment as described below.

Proposal Includes:

- 560 LED CLIR fixtures
- 28 new steel concrete encased embedded Sports Lighting Poles
AR Engineered Stamped foundation design to be provided upon award of project.
- Pre-wired plug and play crossarms down to remote fuse distribution panel.
- Remote fuse distribution panel inclusive of individual fixture fusing, additional 75KA surge protection and disconnect per pole.
- 10-year Manufacturer's Warranty.
- Controls as specified.
- Freight to job site.

Sports Lighting Installation Includes:

- Offloading of sports lighting system.
- Demo of existing fixtures and will be left onsite for the Owner.
- Assembly of Sports Lighting System.
- Complete engineered design and construction of pole foundations.
- Assembly and erection of 28 new concrete encased sports lighting poles.
- Retro fit existing metal poles at Hunt and Tyson Park.
- Individual laser aiming of all sports fixtures.
- Commissioning of wireless controls.

Tyson Park:

- Includes ten (10) new 70’ poles and two (2) new 50’ poles.
- Includes 40 fixtures to be retrofit on existing poles on soccer field.
- Includes 110 fixtures to be installed on new poles.
- GeoSport will provide conduit and wire from the existing panels/service rack to all poles at the three (3) soccer fields at Tyson and one (1) volleyball court at Tyson.

30-foot candles on the soccer fields and 20-foot candles on the volleyball court.

Hunt Park:

- Includes 180 fixtures to be retrofit on existing poles.

30-foot candles in the infields and 20-foot candles in the outfields.

George Park:

- Includes eight (8) new 70’ poles.
- Includes 108 fixtures.
- GeoSport will provide conduit and wire from the existing panels/service rack to all poles for three (3) soccer fields at George.

30-foot candles on the soccer fields.

Shaw Park:

- Includes four (4) new 70’ poles and four (4) new 80’ poles
- Includes 112 fixtures

30-foot candles in the infields and 20-foot candles in the outfields.

TOTAL COST OF LIGHTING SYSTEM WITH TAX, BOND, & CONSUTLTING FEE....	\$1,963,000.00
SPONSORSHIP GIVEN BY GEOSPORT LIGHTING SYSTEMS TO PURCHASE LED SCORETABLES FOR THE PARKS AND REC CENTER.....	-\$100,000.00
TOTAL COST OF LIGHTING SYSTEM INCLUDING SPONSORSHIP.....	\$1,863,000.00

TERMS:

- Assumes typical soil conditions. Casings, caving, bottomless, water, rock or other abnormalities will require a change order. The use of slurry, if necessary, is not included in this proposal.
- Assumes full site access. Removal or replacement of fencing or barriers is not included.
- Equipment removed from existing poles remains the property of the Owner.
- New service, panels, racks, or transformers are not included.
- Taxes are included.
- Wi-Fi or cellular service to parks is not included.
- Tyson Park, J.B. Hunt Park, George Park, & Shaw Park will be paid 50% upon Date of Commencement, 40% upon Material Delivery, 10% upon Substantial Completion with no Retainage held throughout the project.

Acceptance of Offer to Sell:

This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSport. If the Acceptance of Proposal is not received by GeoSport on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal Tendered: October 5, 2023**Proposal Expires:** October 30, 2023For: **GeoSport Lighting Systems, LLC**

By: _____



CHARLES C. DAWSON, CEO

ACCEPTANCE OF PROPOSAL

By your signature below and the return of an originally executed Acceptance of Proposal within the time specified for

PURCHASER: _____**By:** _____
(Name and Title)**Date:** _____ **Federal Tax ID #** _____

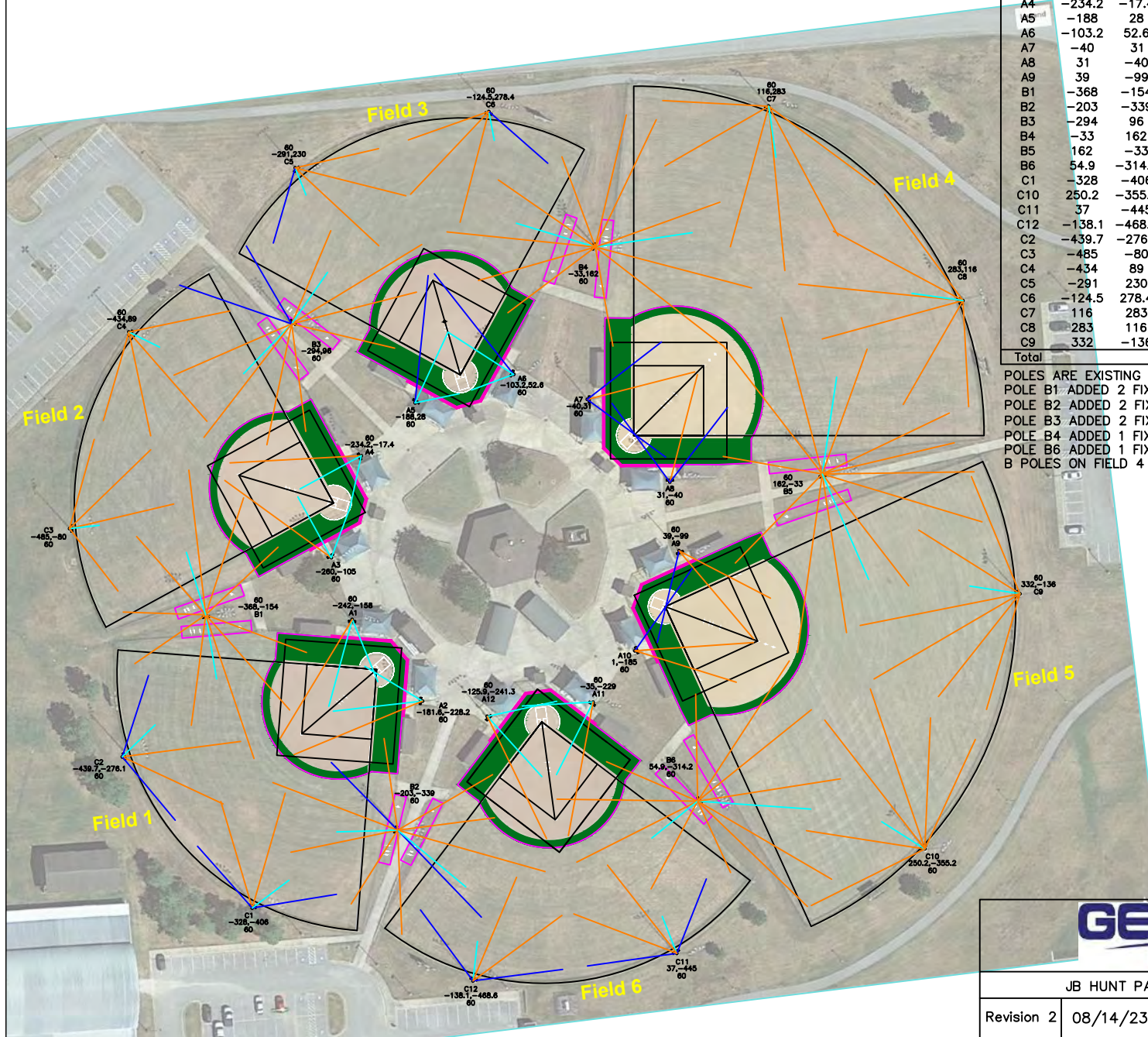


PART B

ON FIELD LIGHTING DESIGNS



SITE PLAN



Pole	x-loc	y-loc	height	M20	W40	EW60	Total	kw
A1	-242	-158	60ft	1		2	3	1.9
A10	1	-185	60ft	2	1		3	1.9
A11	-35	-229	60ft	1		2	3	1.9
A12	-125.9	-241.3	60ft	1		2	3	1.9
A2	-181.6	-228.2	60ft	1		2	3	1.9
A3	-260	-105	60ft	1		2	3	1.9
A4	-234.2	-17.4	60ft	1		2	3	1.9
A5	-188	28	60ft		1	2	3	1.9
A6	-103.2	52.6	60ft		1	2	3	1.9
A7	-40	31	60ft	1	2		3	1.9
A8	31	-40	60ft	1	2		3	1.9
A9	39	-99	60ft	2	1		3	1.9
B1	-368	-154	60ft	10		2	6-6	7.6
B2	-203	-339	60ft	8	2	2	6-6	7.6
B3	-294	96	60ft	8	2	2	6-6	7.6
B4	-33	162	60ft	11		2	6-7	8.3
B5	162	-33	60ft	12		2	7-7	8.9
B6	54.9	-314.2	60ft	11		2	6-7	8.3
C1	-328	-406	60ft	2	2	1	5	3.2
C10	250.2	-355.2	60ft	6		1	7	4.5
C11	37	-445	60ft	2	2	1	5	3.2
C12	-138.1	-468.6	60ft	2	2	1	5	3.2
C2	-439.7	-278.1	60ft	2	2	1	5	3.2
C3	-485	-80	60ft	4		1	5	3.2
C4	-434	89	60ft	4		1	5	3.2
C5	-291	230	60ft	3	1	1	5	3.2
C6	-124.5	278.4	60ft	3	1	1	5	3.2
C7	116	283	60ft	6		1	7	4.5
C8	283	116	60ft	6		1	7	4.5
C9	332	-136	60ft	6		1	7	4.5
Total				118	22	40	180	114.7

POLES ARE EXISTING
POLE B1 ADDED 2 FIXTURES
POLE B2 ADDED 2 FIXTURES
POLE B3 ADDED 2 FIXTURES
POLE B4 ADDED 1 FIXTURE
POLE B6 ADDED 1 FIXTURE
B POLES ON FIELD 4 AND 5 ARE LESS THAN 1 TO 1 COUNT

EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 40
kw these luminaires = 25.4

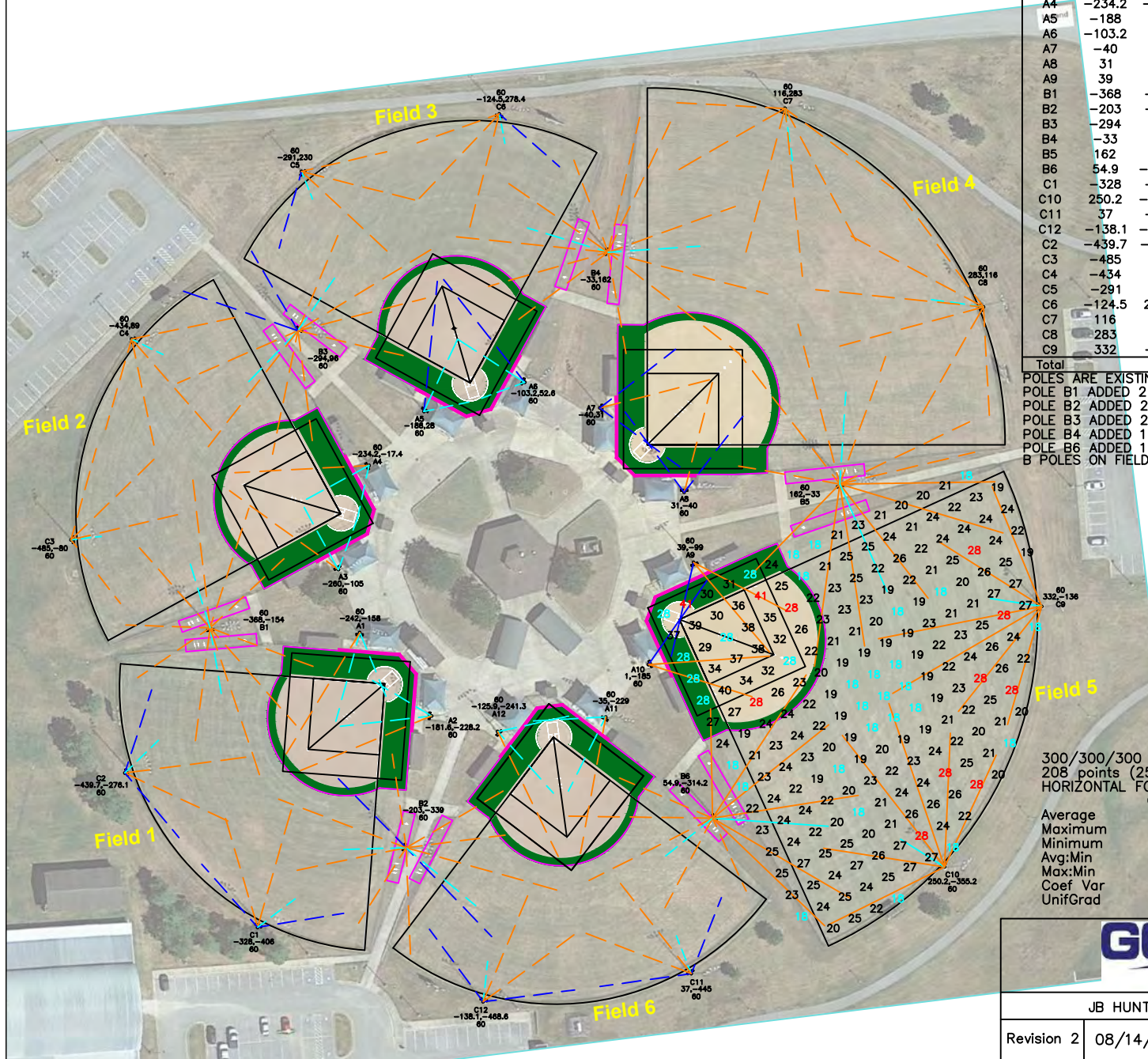
W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 22
kw these luminaires = 14.1

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 118
kw these luminaires = 75.1





TYPICAL OF FIELDS 4 AND 5
DASHED LINES = FIXTURES TURNED OFF



Pole	x-loc	y-loc	height	M20	W40	EW60	Total	kw
A1	-242	-158	60ft	1		2	3	1.9
A10	1	-185	60ft	2	1		3	1.9
A11	-35	-229	60ft	1		2	3	1.9
A12	-125.9	-241.3	60ft	1		2	3	1.9
A2	-181.6	-228.2	60ft	1		2	3	1.9
A3	-260	-105	60ft	1		2	3	1.9
A4	-234.2	-17.4	60ft	1		2	3	1.9
A5	-188	28	60ft		1	2	3	1.9
A6	-103.2	52.6	60ft		1	2	3	1.9
A7	-40	31	60ft	1	2		3	1.9
A8	31	-40	60ft	1	2		3	1.9
A9	39	-99	60ft	2	1		3	1.9
B1	-368	-154	60ft	10		2	6-6	7.6
B2	-203	-339	60ft	8	2	2	6-6	7.6
B3	-294	96	60ft	8	2	2	6-6	7.6
B4	-33	162	60ft	11		2	6-7	8.3
B5	162	-33	60ft	12		2	7-7	8.9
B6	54.9	-314.2	60ft	11		2	6-7	8.3
C1	-328	-406	60ft	2	2	1	5	3.2
C10	250.2	-355.2	60ft	6		1	7	4.5
C11	37	-445	60ft	2	2	1	5	3.2
C12	-138.1	-468.6	60ft	2	2	1	5	3.2
C2	-439.7	-276.1	60ft	2	2	1	5	3.2
C3	-485	-80	60ft	4		1	5	3.2
C4	-434	89	60ft	4		1	5	3.2
C5	-291	230	60ft	3	1	1	5	3.2
C6	-124.5	278.4	60ft	3	1	1	5	3.2
C7	116	283	60ft	6		1	7	4.5
C8	283	116	60ft	6		1	7	4.5
C9	332	-136	60ft	6		1	7	4.5
Total				118	22	40	180	114.7

POLES ARE EXISTING
POLE B1 ADDED 2 FIXTURES
POLE B2 ADDED 2 FIXTURES
POLE B3 ADDED 2 FIXTURES
POLE B4 ADDED 1 FIXTURE
POLE B6 ADDED 1 FIXTURE
B POLES ON FIELDS 4 AND 5 ARE LESS THAN 1 TO 1 COUNT

EW60
CLUR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 40
kw these luminaires = 25.4

W40
CLUR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 22
kw these luminaires = 14.1

M20
CLUR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 118
kw these luminaires = 75.1

300/300/300 FIELD 5
208 points (25 infield, 183 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

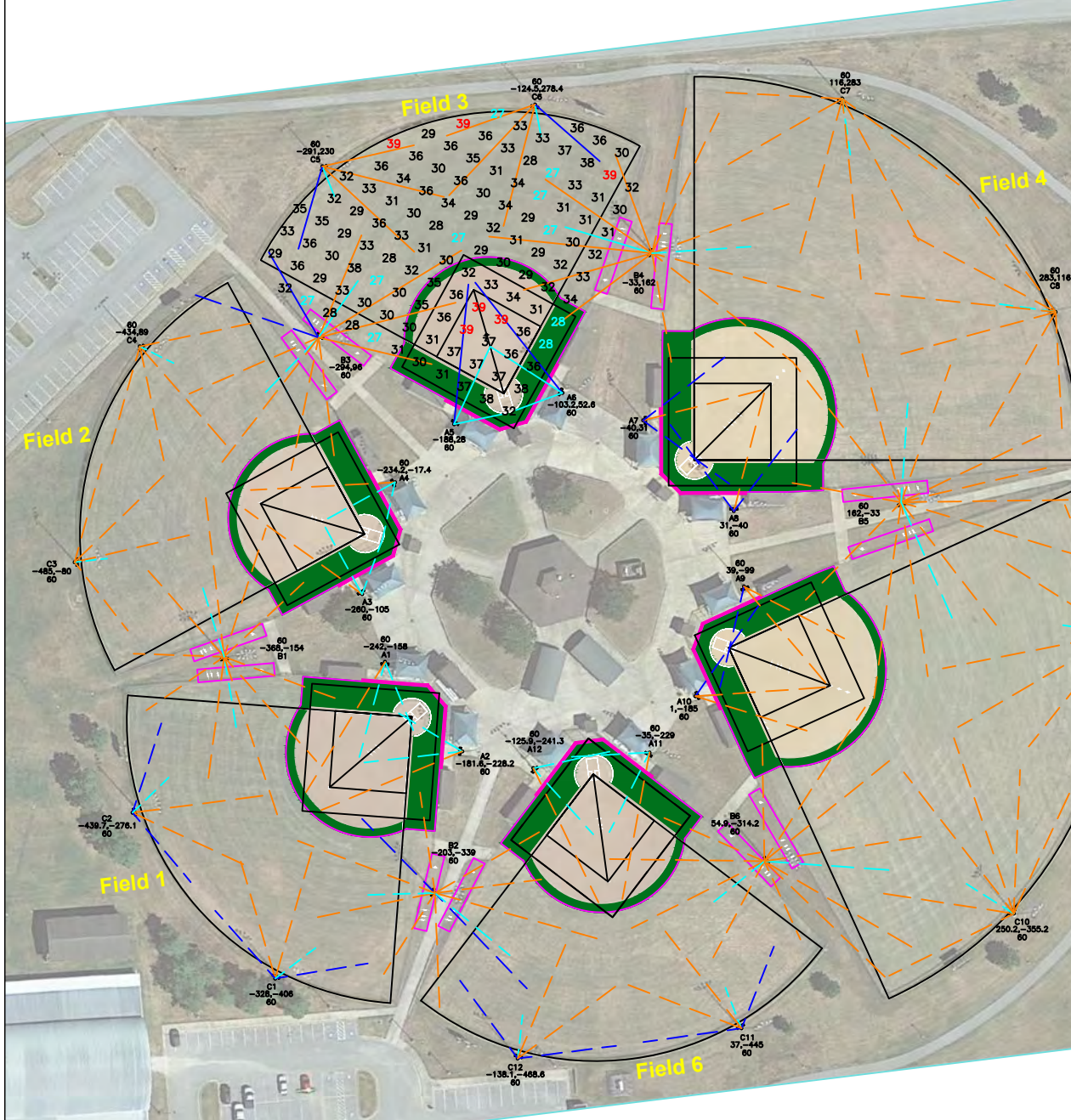
	Outfield	Infield
Average	22	33
Maximum	28	41
Minimum	18	28
Avg:Min	1.24	1.19
Max:Min	1.56	1.46
Coef Var	0.13	0.14
UnifGrad	1.50	1.46





TYPICAL OF FIELDS 1,2,3,6

DASHED LINES = FIXTURES TURNED OFF



Pole	x-loc	y-loc	height	M20	W40	EW60	Total	kw
A1	-242	-158	60ft	1		2	3	1.9
A10	1	-185	60ft	2	1		3	1.9
A11	-35	-229	60ft	1		2	3	1.9
A12	-125.9	-241.3	60ft	1		2	3	1.9
A2	-181.6	-228.2	60ft	1		2	3	1.9
A3	-260	-105	60ft	1		2	3	1.9
A4	-234.2	-17.4	60ft	1		2	3	1.9
A5	-188	28	60ft		1	2	3	1.9
A6	-103.2	52.6	60ft		1	2	3	1.9
A7	-40	31	60ft	1	2		3	1.9
A8	31	-40	60ft	1	2		3	1.9
A9	39	-99	60ft	2	1		3	1.9
B1	-368	-154	60ft	10		2	6-6	7.6
B2	-203	-339	60ft	8	2	2	6-6	7.6
B3	-294	96	60ft	8	2	2	6-6	7.6
B4	-33	162	60ft	11		2	6-7	8.3
B5	162	-33	60ft	12		2	7-7	8.9
B6	54.9	-314.2	60ft	11		2	6-7	8.3
C1	-328	-406	60ft	2	2	1	5	3.2
C10	250.2	-355.2	60ft	6		1	7	4.5
C11	37	-445	60ft	2	2	1	5	3.2
C12	-138.1	-468.6	60ft	2	2	1	5	3.2
C2	-439.7	-276.1	60ft	2	2	1	5	3.2
C3	-485	-80	60ft	4		1	5	3.2
C4	-434	89	60ft	4		1	5	3.2
C5	-291	230	60ft	3	1	1	5	3.2
C6	-124.5	278.4	60ft	3	1	1	5	3.2
C7	116	283	60ft	6		1	7	4.5
C8	283	116	60ft	6		1	7	4.5
C9	332	-136	60ft	6		1	7	4.5
Total				118	22	40	180	114.7

POLES ARE EXISTING
POLE B1 ADDED 2 FIXTURES
POLE B2 ADDED 2 FIXTURES
POLE B3 ADDED 2 FIXTURES
POLE B4 ADDED 1 FIXTURE
POLE B6 ADDED 1 FIXTURE
B POLE ON FIELDS 4 AND 5 ARE 1 TO 1 COUNT

EW60
CLUR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 40
kw these luminaires = 25.4

W40
CLUR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 22
kw these luminaires = 14.1

M20
CLUR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 118
kw these luminaires = 75.1

225/225/225 FIELD 3
116 points (25 infield, 91 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	32	35
Maximum	39	39
Minimum	27	28
Avg:Min	1.18	1.24
Max:Min	1.44	1.39
Coef Var	0.10	0.10
UnifGrad	1.41	1.29





POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT
DASHED LINES = FIXTURES TURNED OFF
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 16
kw these luminaires = 10.2

EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 10
kw these luminaires = 6.4

N15
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 36
kw these luminaires = 22.6

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 88
kw these luminaires = 56.0

325' x 205' SOCCER FIELD 4
77 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 33
Maximum 39
Minimum 28
Avg:Min 1.17
Max:Min 1.39
Coef Var 0.09
UnifGrad 1.36



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D1

Revision 1 08/14/23 Drawing 1 of 5 877-663-5968
WWW.GEOSPORTLIGHTING.COM



POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT
DASHED LINES = FIXTURES TURNED OFF
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 16
kw these luminaires = 10.2

EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 10
kw these luminaires = 6.4

N15
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 36
kw these luminaires = 22.6

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 88
kw these luminaires = 56.0

325'x 180' SOCCER FIELD 3
66 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 34
Maximum 38
Minimum 31
AvgMin 1.10
MaxMin 1.23
Coef Var 0.07
UnifGrad 1.16



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D2

Revision 1 08/14/23 Drawing 2 of 5 877-663-5968
WWW.GEOSPORTLIGHTING.COM



POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT
DASHED LINES = FIXTURES TURNED OFF
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 16
kw these luminaires = 10.2

EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 10
kw these luminaires = 6.4

N15
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 36
kw these luminaires = 22.6

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 88
kw these luminaires = 56.0

310'x 185' SOCCER FIELD 2
77 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 38
Minimum 29
Avg:Min 1.11
Max:Min 1.31
Coef Var 0.08
UnifGrad 1.27



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D3

Revision 1 08/14/23 Drawing 3 of 5 877-663-5968
WWW.GEOSPORTLIGHTING.COM



POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT
DASHED LINES = FIXTURES TURNED OFF
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1	1	9-9	11.4
S8	395	-108	70ft	4	12	1	1	9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 16
kw these luminaires = 10.2

EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 10
kw these luminaires = 6.4

N15
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 36
kw these luminaires = 22.6

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 88
kw these luminaires = 56.0

300'x 190' SOCCER FIELD 1
70 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 32
Maximum 38
Minimum 28
Avg:Min 1.14
Max:Min 1.36
Coef Var 0.09
UnifGrad 1.29



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D4

Revision 1 08/14/23 Drawing 4 of 5 877-663-5968
WWW.GEOSPORTLIGHTING.COM



POLES S1 - S4 ARE EXISTING 60' - 1 TO 1 FIXTURE COUNT
DASHED LINES = FIXTURES TURNED OFF
ALL OTHER POLES ARE NEW

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
S1	-133	97	60ft	2	7		1	10	6.4
S10	638	-108	70ft	4	4	1		9	5.7
S11	410	-262	70ft	3	3	2		8	5.1
S12	410	-462	70ft	3	3	2		8	5.1
S13	640	-262	70ft	3	3	2		8	5.1
S14	640	-462	70ft	3	3	2		8	5.1
S2	135	96	60ft	2	7		1	10	6.4
S3	-133	-84	60ft	2	7		1	10	6.4
S4	133	-86	60ft	2	7		1	10	6.4
S5	158	92	70ft		8		1	9	5.7
S6	158	-108	70ft		8		1	9	5.7
S7	395	92	70ft	4	12	1		9-9	11.4
S8	395	-108	70ft	4	12	1		9-9	11.4
S9	638	92	70ft	4	4	1		9	5.7
VB1	-78	-234	50ft			2	1	3	1.9
VB2	-78	-354.2	50ft			2	1	3	1.9
Total				36	88	16	10	150	95.3

W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 16
kw these luminaires = 10.2

EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 10
kw these luminaires = 6.4

N15
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 36
kw these luminaires = 22.6

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 88
kw these luminaires = 56.0



RANDALL TYSON SPORTS COMPLEX - SPRINGDALE - AR- D5

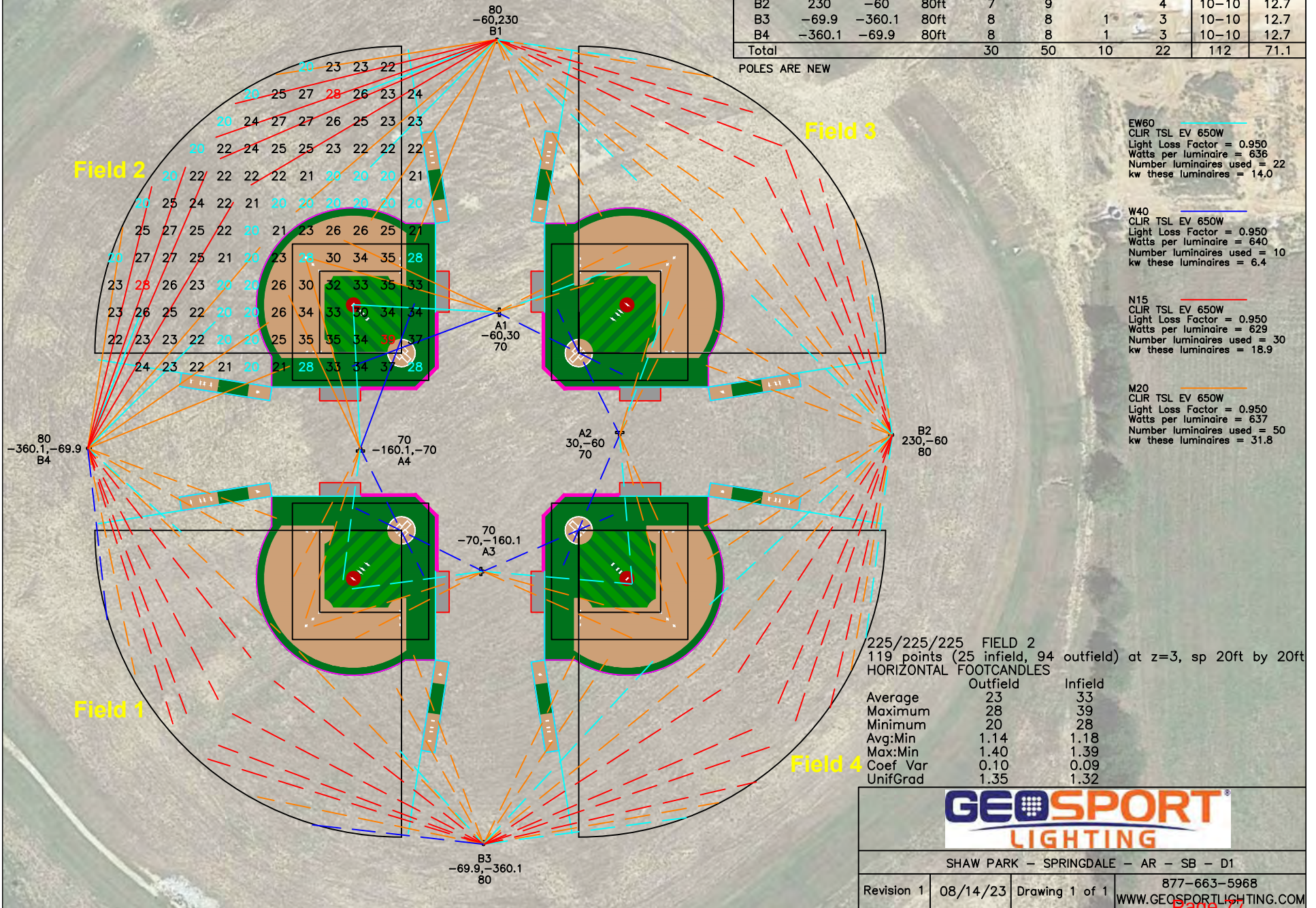


TYPICAL OF 4 FIELDS

DASHED LINES = FIXTURES TURNED OFF

Pole	x-loc	y-loc	height	N15	M20	W40	EW60	Total	kw
A1	-60	30	70ft		4	2	2	4-4	5.1
A2	30	-60	70ft		4	2	2	4-4	5.1
A3	-70	-160.1	70ft		4	2	2	4-4	5.1
A4	-160.1	-70	70ft		4	2	2	4-4	5.1
B1	-60	230	80ft	7	9		4	10-10	12.7
B2	230	-60	80ft	7	9		4	10-10	12.7
B3	-69.9	-360.1	80ft	8	8	1	3	10-10	12.7
B4	-360.1	-69.9	80ft	8	8	1	3	10-10	12.7
Total				30	50	10	22	112	71.1

POLES ARE NEW



EW60
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 22
kw these luminaires = 14.0

W40
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 640
Number luminaires used = 10
kw these luminaires = 6.4

N15
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 629
Number luminaires used = 30
kw these luminaires = 18.9

M20
CLIR TSL EV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 50
kw these luminaires = 31.8

225/225/225 FIELD 2
119 points (25 infield, 94 outfield) at z=3, sp 20ft by 20ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	23	33
Maximum	28	39
Minimum	20	28
Avg:Min	1.14	1.18
Max:Min	1.40	1.39
Coef Var	0.10	0.09
UnifGrad	1.35	1.32



SHAW PARK - SPRINGDALE - AR - SB - D1

Revision 1	08/14/23	Drawing 1 of 1	877-663-5968 WWW.GEOSPORTLIGHTING.COM
------------	----------	----------------	--



TYPICAL OF 3 FIELDS

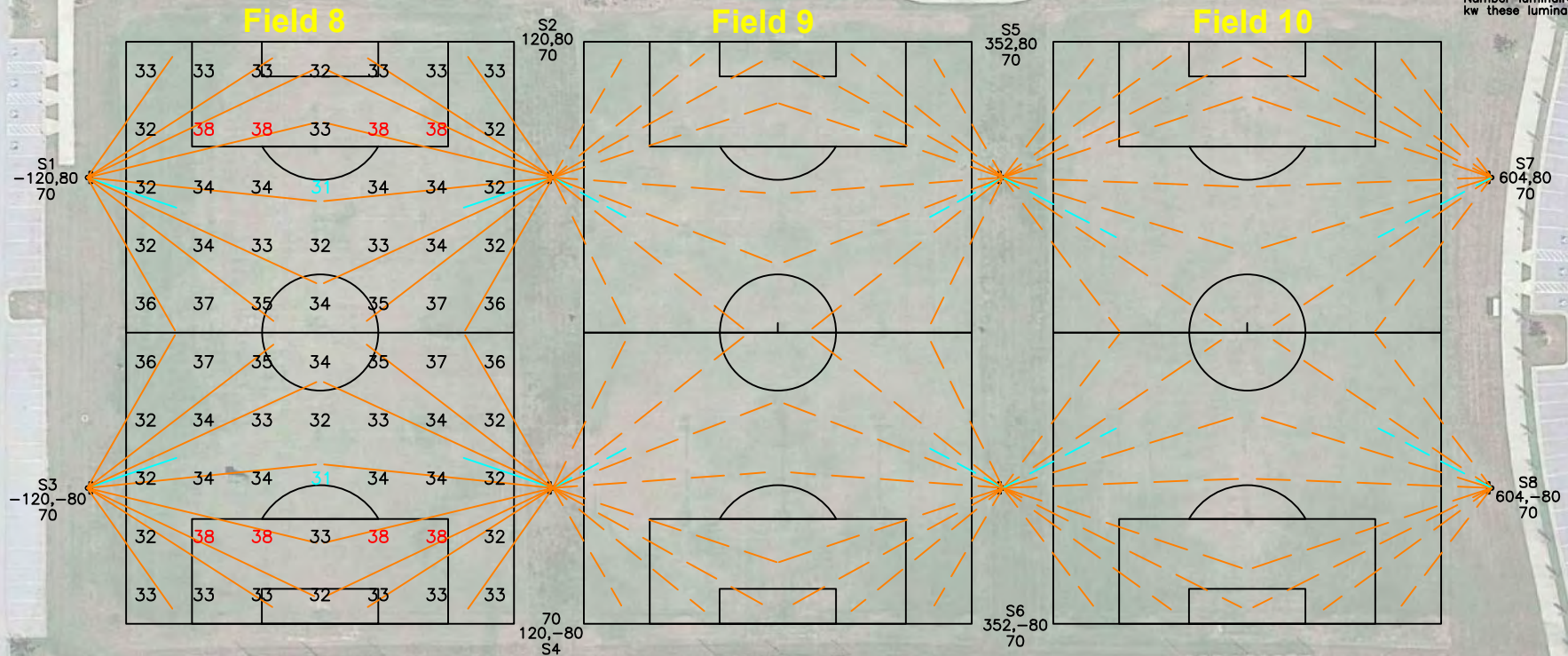
POLES ARE NEW
DASHED LINES = FIXTURES TURNED OFF

300'x 200' SOCCER FIELD 8
70 points at z=3, sp 30ft by 30ft
HORIZONTAL FOOTCANDLES
Average 34
Maximum 38
Minimum 31
Avg:Min 1.10
Max:Min 1.23
Coef Var 0.06
UnifGrad 1.19

Pole	x-loc	y-loc	height	M20	EW60	Total	kw
S1	-120	80	70ft	8	1	9	5.7
S2	120	80	70ft	16	2	18	11.5
S3	-120	-80	70ft	8	1	9	5.7
S4	120	-80	70ft	16	2	18	11.5
S5	352	80	70ft	16	2	18	11.5
S6	352	-80	70ft	16	2	18	11.5
S7	604	80	70ft	8	1	9	5.7
S8	604	-80	70ft	8	1	9	5.7
Total				96	12	108	68.8

EW60
CLIR TSL SV 650W
Light Loss Factor = 0.950
Watts per luminaire = 636
Number luminaires used = 12
kw these luminaires = 7.6

M20
CLIR TSL SV 650W
Light Loss Factor = 0.950
Watts per luminaire = 637
Number luminaires used = 96
kw these luminaires = 61.1



WILLIAM GEORGE PARK - SPRINGDALE - AR - SOC- D1

Revision 1 08/14/23 Drawing 1 of 1 877-663-5968
WWW.GEOSPORTLIGHTING.COM



PART C

PRODUCT INFORMATION

High Performance LED System

CLIR® TSL SERIES



ENERGY EFFICIENT



INSTANT ON/OFF



ADVANCED CONTROL OPTIONS



LOW COST OF OWNERSHIP

This state-of-the-art LED lighting source boasts several key features. It incorporates an advanced solid-state design in an aluminum powder coated housing to increase durability. Optimal thermal management further safeguards system stability. The use of unique “multi-scale lenses” ensures uniform light distribution and minimizes glare. A circuitry system with ultra-low EMI noise generation eliminates electrical interference. A Digital Contactor™ smart system offers integrated wireless control benefits while remaining compatible with legacy mechanical contactors in retrofit applications. Additionally, the lighting system is pre-aimed and pre-wired with simple bolt on mounting template for ease of installation. Guaranteed light levels provide end users peace of mind with low life-cycle costs and little to no maintenance. Overall, this lighting system is an efficient, durable, and reliable choice for all your sports lighting needs.

FEATURES

HOUSING: Aluminum Powder Coated

SYSTEM WATTS: 650W

VISOR: Standard/Extended

CCT: 5700K

BEAM ANGLE: Narrow/Medium/Wide/Extra Wide

POWER FACTOR: 0.95

FIXTURE WEIGHT: 32 lbs

OPERATING TEMP: -40°C to +55°C

LUMEN OUTPUT: 87,000

DRIVER: Integral/Remote

CRI: >70Ra

EPA: 1.4

INPUT VOLTAGE: 208-480V

IP RATING: IP66

THD: <15%

L70 TESTED: >100,000 hours

SURGE PROTECTION: 10kA Current Surge*

*additional 75 kA protection in remote enclosure



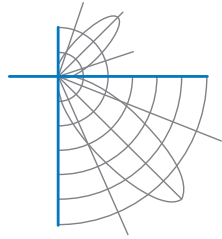
RoHS
COMPLIANT



Advantage!

geosportlighting.com | 1-877-730-4762

GEO®
SPORT LIGHTING
Page 60



Report of Test

LLIA001931-002

Catalog Number: GeoSport CLIR-EW-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

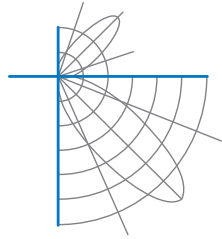
480.0Vac, 60.00Hz, 1.364A, 636.2W, 0.971PF, 8.0%THD(i)



Performance Summary

Total Light Output	81478	lm	Illuminance at 10m	778.7 lux
Luminaire Power	636.1	W	Beam Distance	558.1 Meters (to 0.25 lux)
Luminous Efficacy	128.1	lm/W		
Beam Spread (50%)	55.1° V x 63.6° H		Maximum Intensity	77871 cd
Field Spread (10%)	88.4° V x 103.1° H			
NEMA Type	6H x 5V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

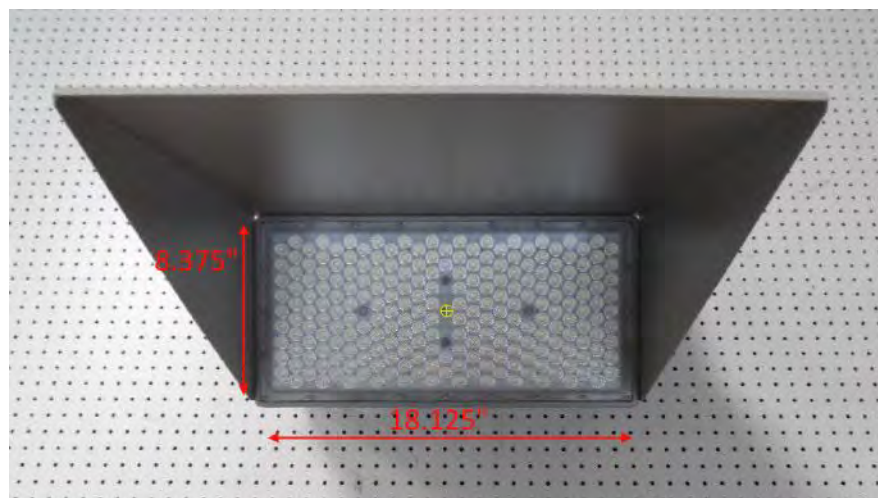
LLIA001952-004

Catalog Number: GeoSport CLIR-TSL-650-EW-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.
228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

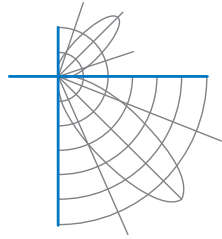
480.0Vac, 60.00Hz, 1.365A, 636.2W, 0.971PF, 8.2%THD(i)



Performance Summary

Total Light Output	69515	lm	Illuminance at 10m	822.2 lux
Luminaire Power	636.2	W	Beam Distance	573.5 Meters (to 0.25 lux)
Luminous Efficacy	109.3	lm/W		
Beam Spread (50%)	45.9° V x 57.4° H		Maximum Intensity	82224 cd
Field Spread (10%)	75.5° V x 95.3° H			
NEMA Type	5H x 5V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

LLIA001931-001

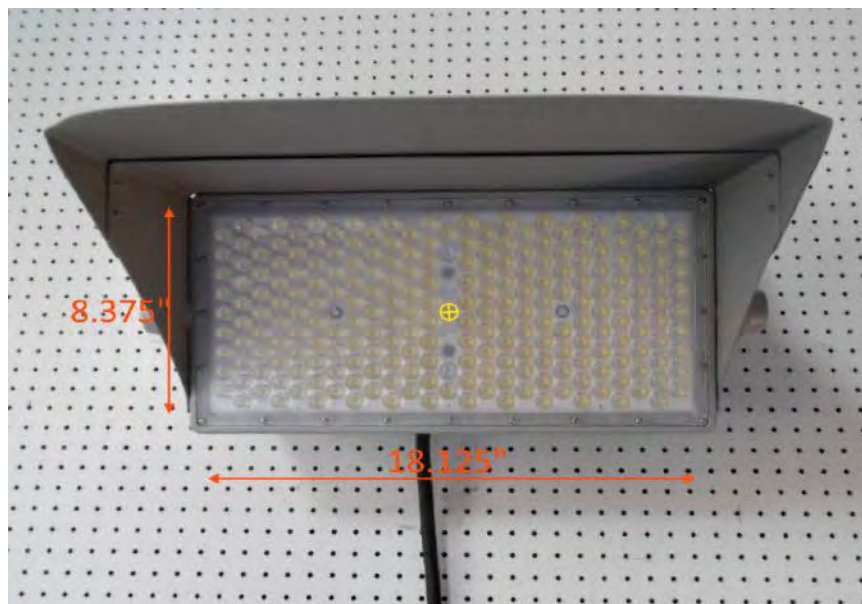
Catalog Number: GeoSport CLIR-W-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

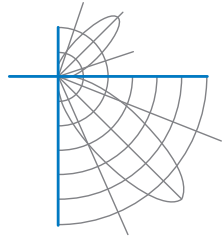
480.0Vac, 60.00Hz, 1.372A, 639.6W, 0.971PF, 7.9%THD(i)



Performance Summary

Total Light Output	86994	lm	Illuminance at 10m	2628 lux
Luminaire Power	639.7	W	Beam Distance	1025.3 Meters (to 0.25 lux)
Luminous Efficacy	136.0	lm/W	Maximum Intensity	262800 cd
Beam Spread (50%)	11.9° V x 12.8° H			
Field Spread (10%)	29.0° V x 30.7° H			
NEMA Type	4H x 4V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

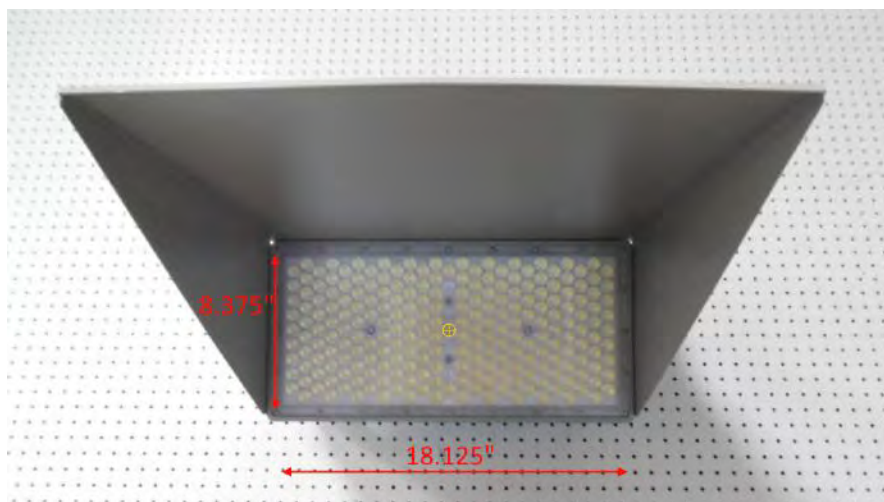
LLIA001952-003

Catalog Number: GeoSport CLIR-TSL-650-W-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.
228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

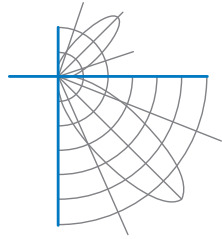
480.0Vac, 60.00Hz, 1.372A, 639.8W, 0.971PF, 7.8%THD(i)



Performance Summary

Total Light Output	79047	lm	Illuminance at 10m	2646 lux
Luminaire Power	639.8	W	Beam Distance	1028.8 Meters (to 0.25 lux)
Luminous Efficacy	123.5	lm/W		
Beam Spread (50%)	26.5° V x 29.5° H		Maximum Intensity	264600 cd
Field Spread (10%)	47.9° V x 54.3° H			
NEMA Type	4H x 4V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

LLIA001926-002

Catalog Number: GeoSport CLIR-M-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

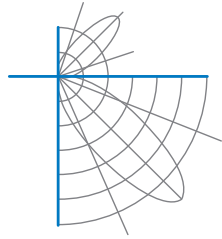
480.0Vac, 60.00Hz, 1.366A, 636.7W, 0.971PF, 8.2%THD(i)



Performance Summary

Total Light Output	87398 lm	Illuminance at 10m	3434 lux
Luminaire Power	636.7 W	Beam Distance	1172.0 Meters (to 0.25 lux)
Luminous Efficacy	137.3 lm/W		
Beam Spread (50%)	22.3° V x 22.8° H	Maximum Intensity	343400 cd
Field Spread (10%)	49.1° V x 51.8° H		
NEMA Type	4H x 4V		

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

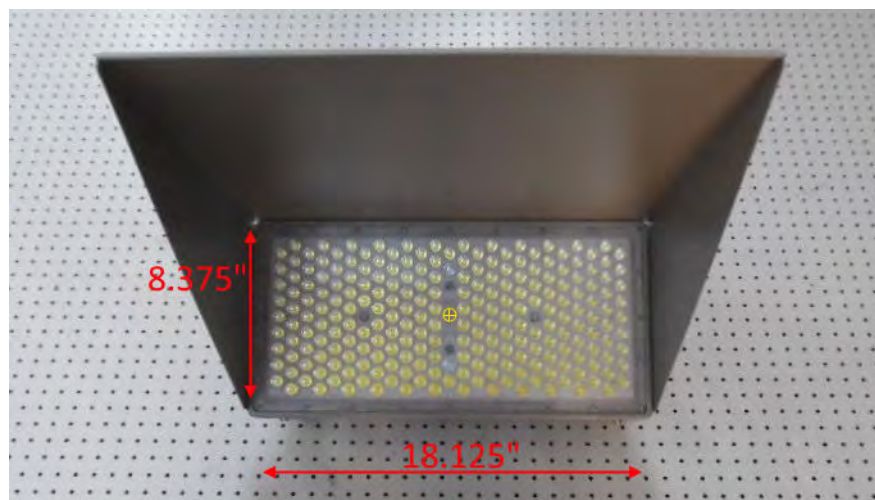
LLIA001952-002

Catalog Number: GeoSport CLIR-TSL-650-M-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.
228 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

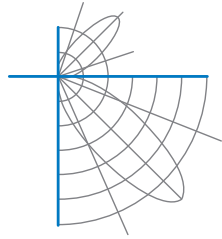
480.0Vac, 60.00Hz, 1.366A, 636.8W, 0.971PF, 8.3%THD(i)



Performance Summary

Total Light Output	78765	lm	Illuminance at 10m	3462 lux
Luminaire Power	636.8	W	Beam Distance	1176.8 Meters (to 0.25 lux)
Luminous Efficacy	123.7	lm/W		
Beam Spread (50%)	20.6° V x 22.0° H		Maximum Intensity	346200 cd
Field Spread (10%)	44.1° V x 48.7° H			
NEMA Type	4H x 3V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

LLIA001926-001

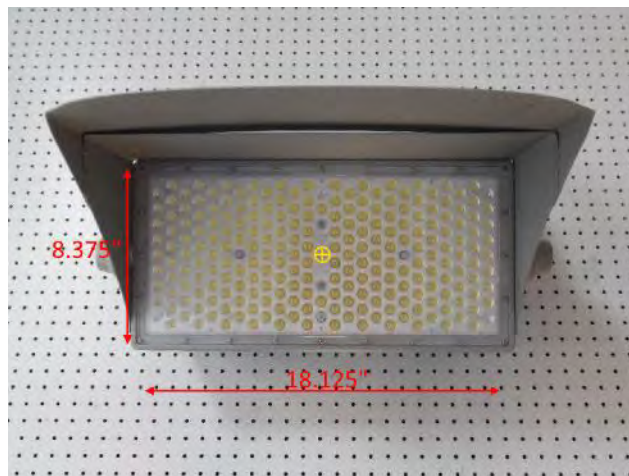
Catalog Number: GeoSport CLIR-N-650-SV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed two-piece steel visor.

224 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

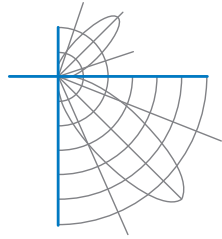
480.0Vac, 60.00Hz, 1.350A, 629.2W, 0.971PF, 8.2%THD(i)



Performance Summary

Total Light Output	79478	lm	Illuminance at 10m	7457 lux
Luminaire Power	629.1	W	Beam Distance	1727.1 Meters (to 0.25 lux)
Luminous Efficacy	126.3	lm/W		
Beam Spread (50%)	11.9° V x 12.8° H		Maximum Intensity	745700 cd
Field Spread (10%)	31.5° V x 33.6° H			
NEMA Type	3H x 3V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



Report of Test

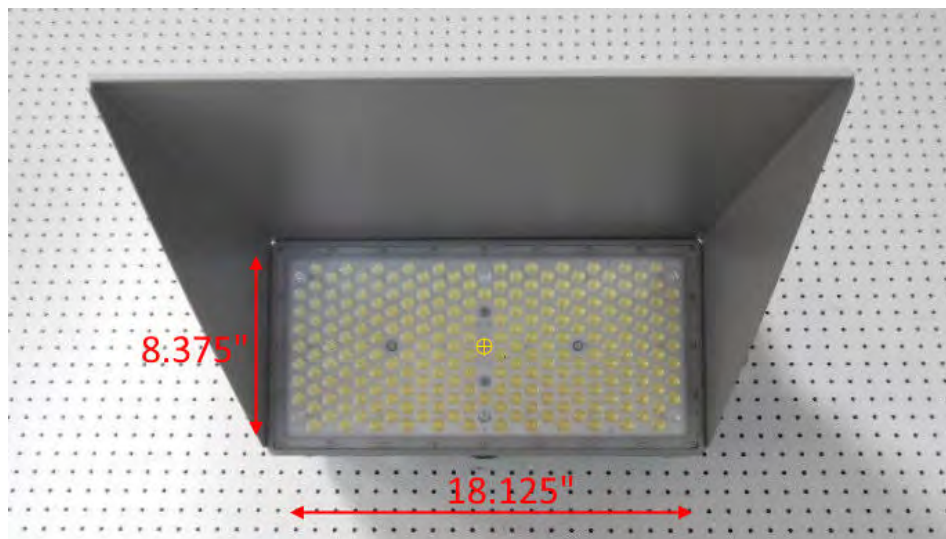
LLIA001952-001

Catalog Number: GeoSport CLIR-TSL-650-N-EV

Yoke mounted. Grey painted cast and extruded aluminum housing and formed steel visor.
224 white LEDs on white LED board, clear plastic cover with integral optic below each LED.

Two Inventronics ESM-320S760MG LED drivers.

479.8Vac, 60.00Hz, 1.350A, 628.9W, 0.971PF, 8.2%THD(i)



Performance Summary

Total Light Output	74024	lm	Illuminance at 10m	7471 lux
Luminaire Power	628.9	W	Beam Distance	1728.7 Meters (to 0.25 lux)
Luminous Efficacy	117.7	lm/W		
Beam Spread (50%)	11.7° V x 12.7° H		Maximum Intensity	747100 cd
Field Spread (10%)	29.5° V x 32.6° H			
NEMA Type	3H x 3V			

PREPARED FOR : GeoSport Lighting, 7080 St. Gabriel Ave., St. Gabriel, LA 70776, USA



PART D

CONTROLS

GEOSPORT TEXT TO LIGHT SYSTEM

The GeoSport Text To Light System allows authorized users to control the field lighting via text messaging. This system requires no mobile app and is very simple to use allowing authorized users to control the field lighting from any location that they have mobile phone service. Only authorized users are able to control field lighting via text.

TEXT TO LIGHT SYSTEM COMPONENTS

There are three main components to the Text To Light System- an Outdoor Smart Gateway, Light Controller(s) and a system server hosted in the cloud on Amazon Web Services. There is a monthly charge for the system server. First, an Outdoor Smart Gateway is installed. The Smart Gateway uses a 32 bit high end processor to enable



Outdoor Smart Gateway

secure wireless communication. It requires 120v power, a Cat5 ethernet connection to the internet or an AT&T Data SIM Card. Please note, no other carrier SIM card will work and the AT&T FirstNet SIM Card WILL NOT WORK in the smart gateway. You can order

your Smart Gateway with an AT&T SIM card (an additional monthly data fee will be charged) or you may provide your own. Depending on the size of your site, you may require multiple Smart Gateways. The Smart Gateway connects to the Text To Light Server which is hosted on Amazon Web Services and requires an additional monthly service fee. This server receives text message commands from authorized users and turns them into commands to the Smart Gateway which then sends commands to the light controller(s).



Light Controller

Typically light controllers are installed one per field or one per pole. If controllers are installed one per pole, on/off functions can still occur on a per field basis even if field lights are on a shared pole. To utilize the system, first a list of authorized users must be presented by the owner. The authorized users will receive a text with instructions on how to use the system as well as the phone number in a contact format which should be saved in their contact on their mobile device. Owners can add an authorized user by emailing the users full name and mobile phone number including the area code to text@geosportlighting.com Once authorized users are in the system, users simply text commands to the system. Please note, there is a slight delay from the time a text message is sent and the system receives and responds to this text message. Once the system has executed the command sent, the sender/user will receive a text back from the system confirming the command has been executed or notifying the user if there is an error.

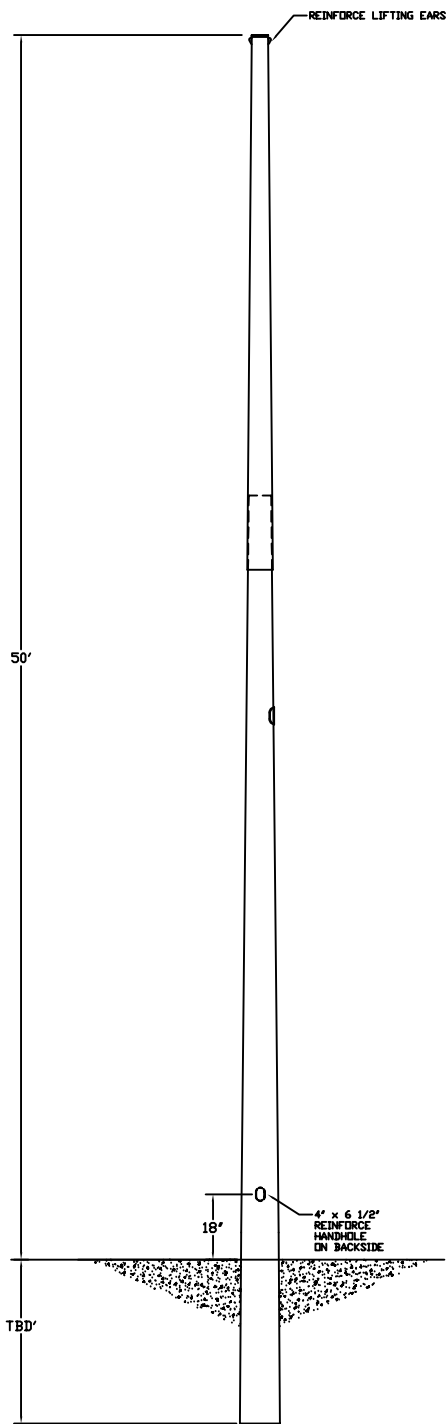




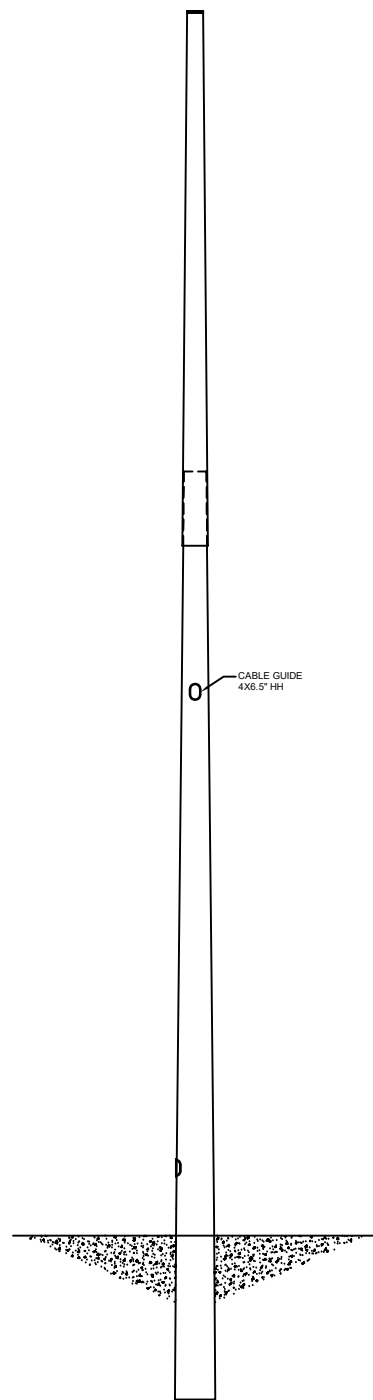
PART E

POLES / STRUCTURAL

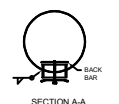
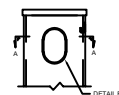
*** POLE DETAILS AND STAMPED FOUNDATION DESIGNS
TO BE PROVIDED UPON AWARD OF CONTRACT.**



FRONT VIEW

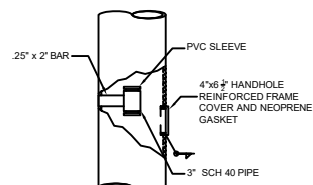


SIDE VIEW

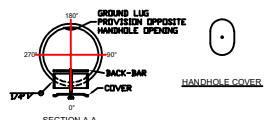
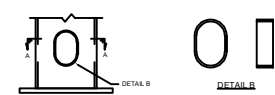


HANDHOLE COVER

3 X 5" REINFORCE HANDHOLE

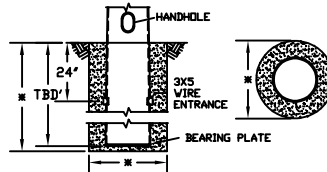


CABLE GUIDE



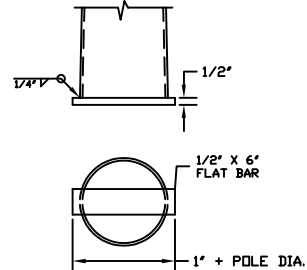
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE: EXTERIOR TOP COATED WITH COAL TAR MASTIC FOR EMBEDMENT DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:

1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:

☒ GALVANIZED	☐ 80 MPH	☐ 110 MPH	☐ ASHTO LTS 3	☐ IBC
☐ PAINTED	☐ 90 MPH	☐ 120 MPH	☒ ASHTO LTS 6	☐ DSA
☐ PAINTED & GALV	☐ 100 MPH	☐ MPH	☐ ASCE 7-10	☐ UBC

FOUNDATION

BEARING PLATE

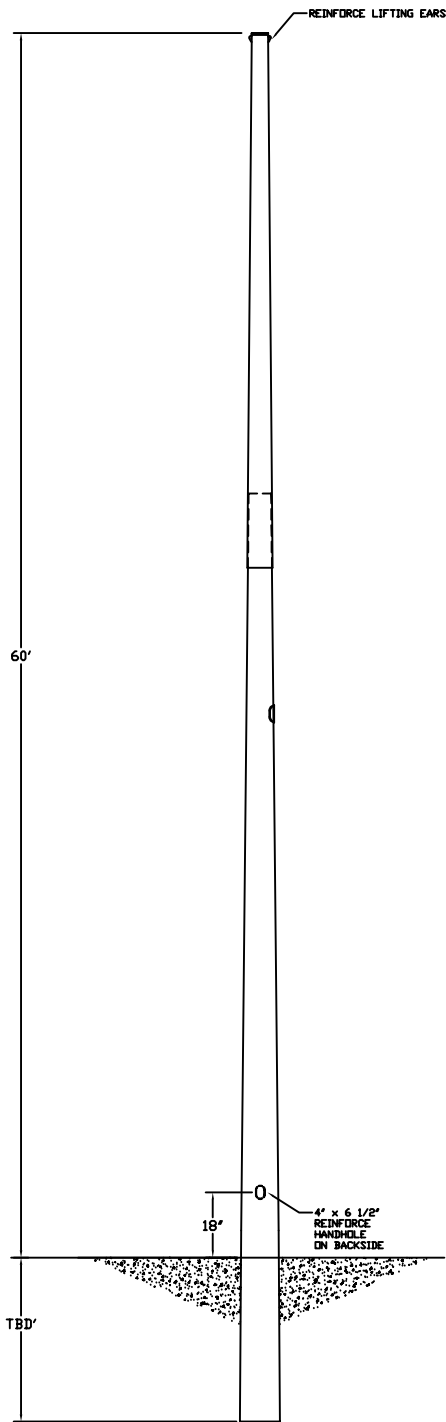
MATERIAL SPECIFICATIONS

DATE: N/A	REV.:	CHECKED BY:	SCALE: NTS
DRAWING NUMBER: MSP50MXEM	DRAWN BY: DR	QUOTE NUMBER: N/A	

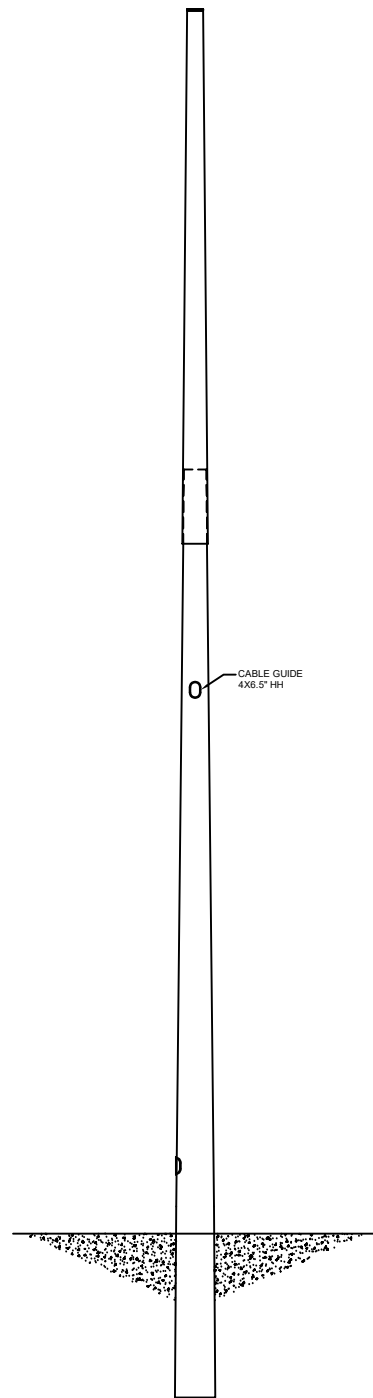
MSM
Makers Sales and Marketing, LLC

PO BOX 14537
HALTOM CITY, TX 76117
METRO (817) 834-5538
TOLL FREE (866) 724-4527
FAX (817) 831-6088

TYPICAL 50' POLE



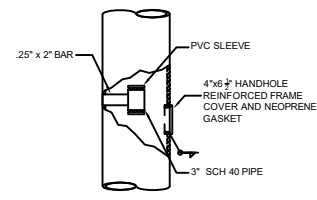
FRONT VIEW



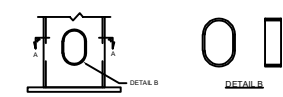
SIDE VIEW



3 X 5" REINFORCE HANDHOLE

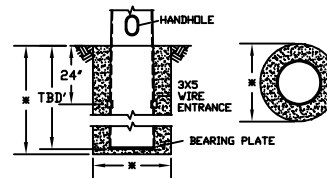


CABLE GUIDE



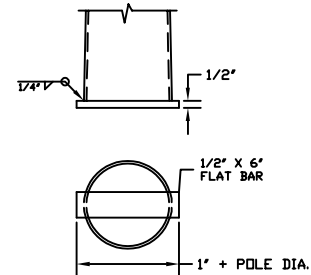
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:
EXTERIOR TOP COATED WITH COAL
TAR MASTIC FOR EMBEDMENT
DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:
1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
☒ GALVANIZED	☐ 80 MPH ☐ 110 MPH	☐ ASHTO LTS 3 ☐ IBC
☐ PAINTED	☐ 90 MPH ☐ 120 MPH	☒ ASHTO LTS 6 ☐ DSA
☐ PAINTED & GALV	☐ 100 MPH ☐ MPH	☐ ASCE 7-10 ☐ UBC

FOUNDATION

BEARING PLATE

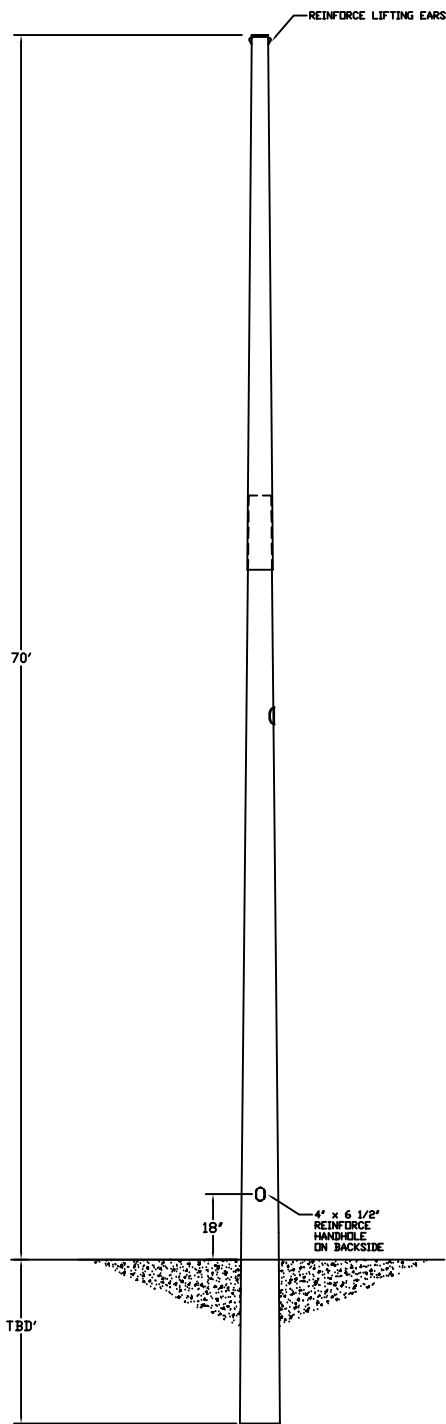
MATERIAL SPECIFICATIONS

DATE: N/A	REV.:	CHECKED BY:	SCALE: NTS
DRAWING NUMBER: MSP60MXEM	DRAWN BY: DR	QUOTE NUMBER: N/A	

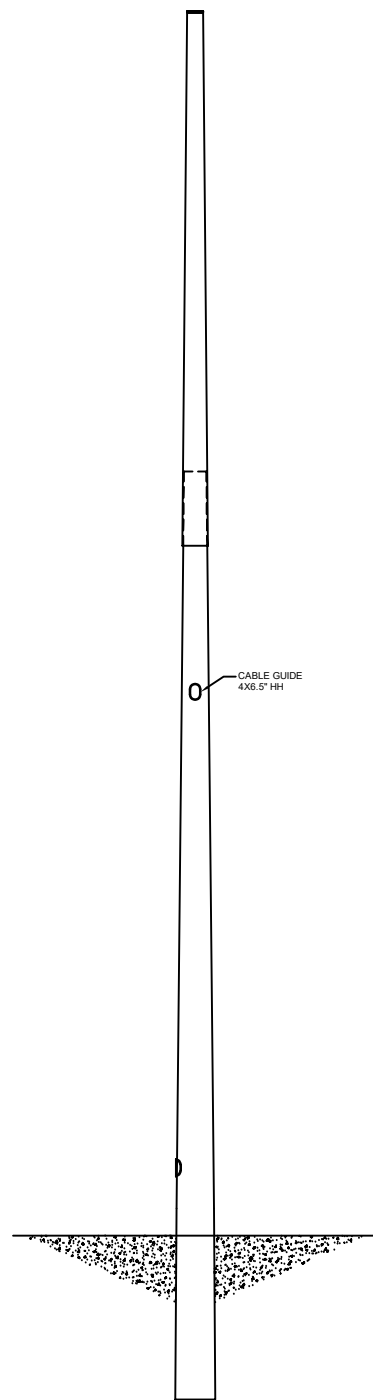
MSM
Makers Sales and Marketing, LLC

PO BOX 14537
HALTOM CITY, TX 76117
METRO (817) 834-5538
TOLL FREE (866) 724-4527
FAX (817) 831-6088

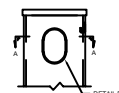
TYPICAL 60' POLE



FRONT VIEW

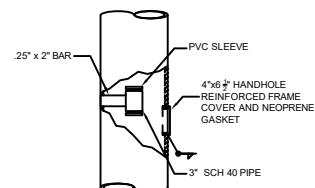


SIDE VIEW

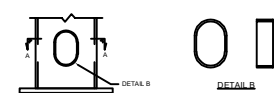


SECTION A-A

3 X 5" REINFORCE HANDHOLE



CABLE GUIDE



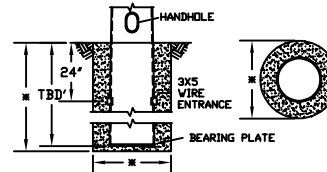
GROUND LUG PROVIDED OPPOSITE HANDHOLE OPENING



SECTION A-A

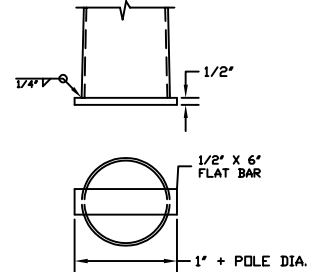
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:
EXTERIOR TOP COATED WITH COAL
TAR MASTIC FOR EMBEDMENT
DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

- GENERAL NOTES:
1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.
 2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.
 3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.
 4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.
 5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
☒ GALVANIZED	☐ 80 MPH ☐ 110 MPH	☐ ASHTO LTS 3 ☐ IBC
☐ PAINTED	☐ 90 MPH ☐ 120 MPH	☒ ASHTO LTS 6 ☐ DSA
☐ PAINTED & GALV	☐ 100 MPH ☐ MPH	☐ ASCE 7-10 ☐ UBC

FOUNDATION

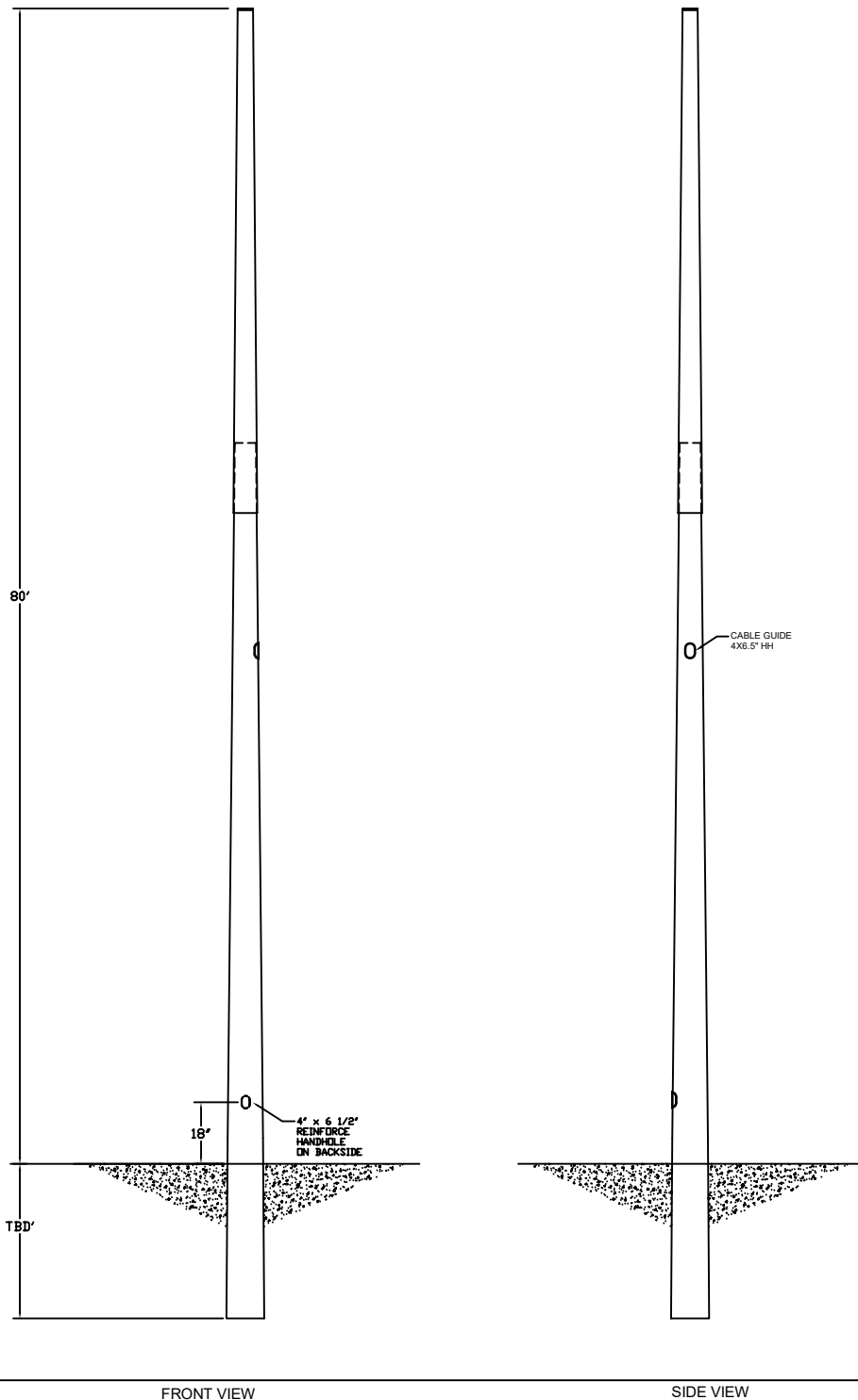
BEARING PLATE

MATERIAL SPECIFICATIONS

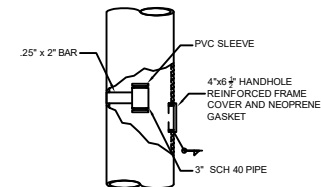
DATE: N/A	REV.:	CHECKED BY:	SCALE: NTS
DRAWING NUMBER: MSP70MXEM	DRAWN BY: DR	QUOTE NUMBER: N/A	

MSM
Makers Sales and Marketing, LLC
PO BOX 14537
HALTOM CITY, TX 76117
METRO (817) 834-5538
TOLL FREE (866) 724-4527
FAX (817) 831-6088

TYPICAL 70' POLE



3 X 5" REINFORCE HANDHOLE

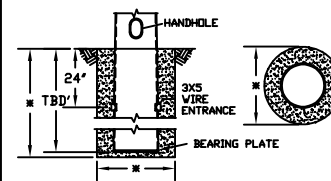


CABLE GUIDE



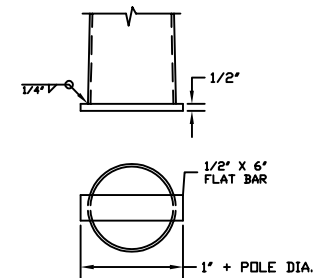
4 X 6 1/2" REINFORCE HANDHOLE

POLE DIMENSION



■ DIMENSIONS TO BE DETERMINED BY ENGINEER.

NOTE:
EXTERIOR TOP COATED WITH COAL
TAR MASTIC FOR EMBEDMENT
DEPTH PLUS 6".



COMPONENT	SPECIFICATION
POLE TOP	ASTM A572 GR. 65
POLE BOTTOM	ASTM A572 GR. 65
MISC. STEEL	ASTM A36

GENERAL NOTES:
1. ALL HARDWARE TO BE GALVANIZED TO ASTM A153.
2. POLE ASSEMBLY TO BE GALVANIZED TO ASTM A153.
3. ALL WELDING TO CONFORM TO AWS D1.1 MOST RECENT EDITION.
4. DESIGN INCORPORATE GUST FACTOR PER REF CODE.
5. REFER TO GENERAL INSTALLATION INSTRUCTIONS PRIOR TO ASSEMBLY.

FINISH:	WIND SPEED:	DESIGN CRITERIA:
☒ GALVANIZED	☐ 80 MPH ☐ 110 MPH	☐ ASHTO LTS 3 ☐ IBC
☐ PAINTED	☐ 90 MPH ☐ 120 MPH	☒ ASHTO LTS 6 ☐ DSA
☐ PAINTED & GALV	☐ 100 MPH ☐ MPH	☐ ASCE 7-10 ☐ UBC

FOUNDATION

BEARING PLATE

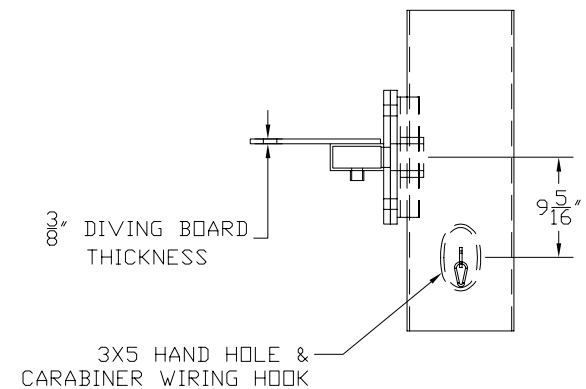
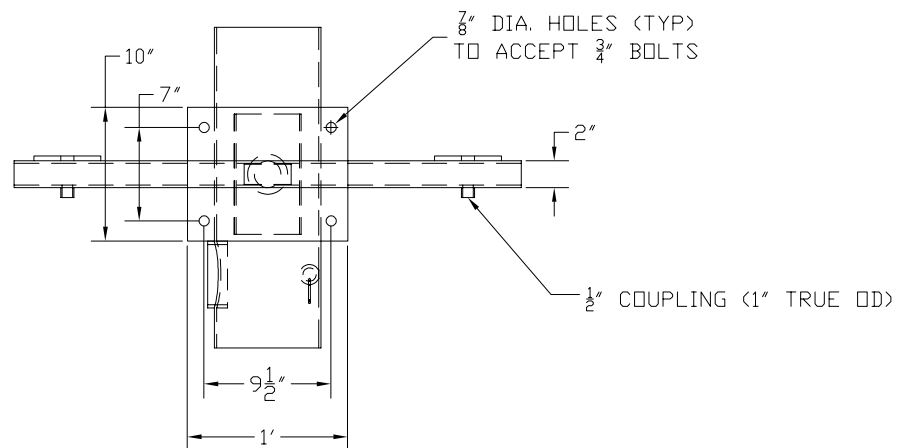
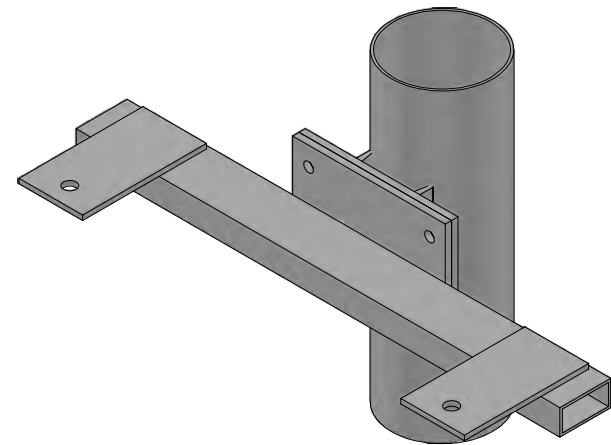
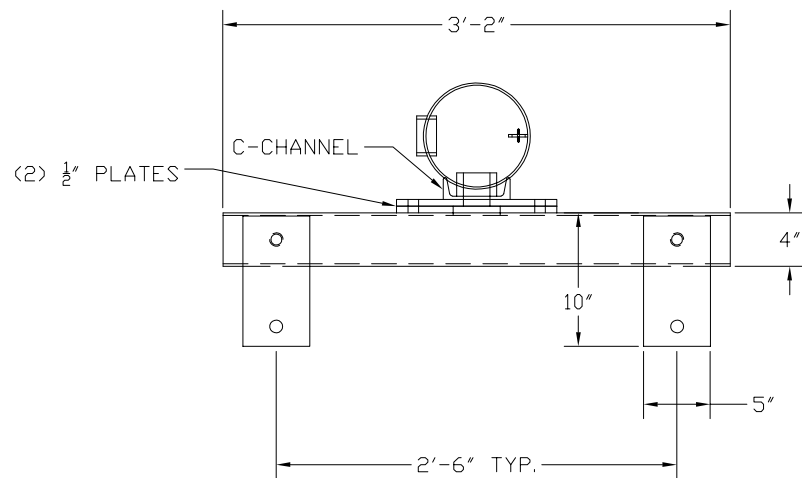
MATERIAL SPECIFICATIONS

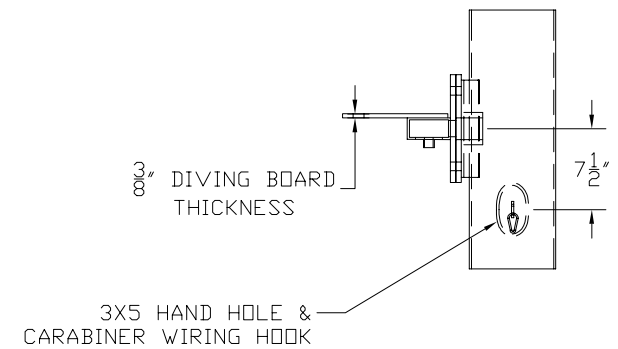
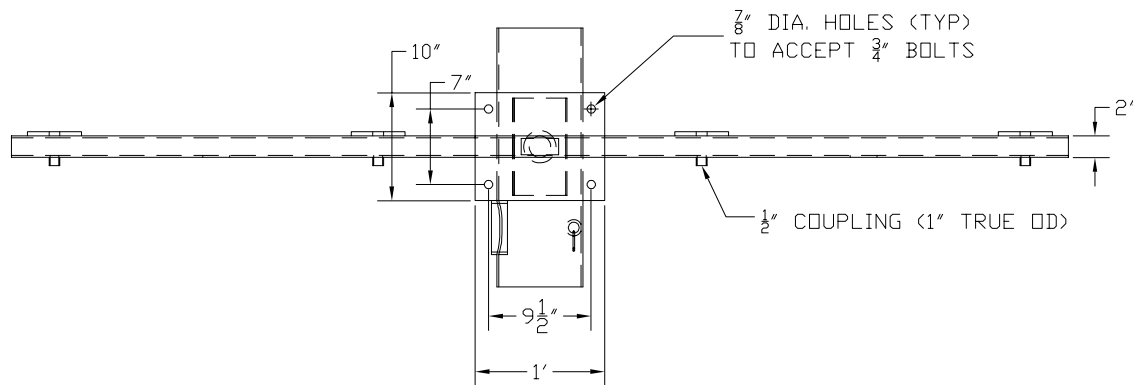
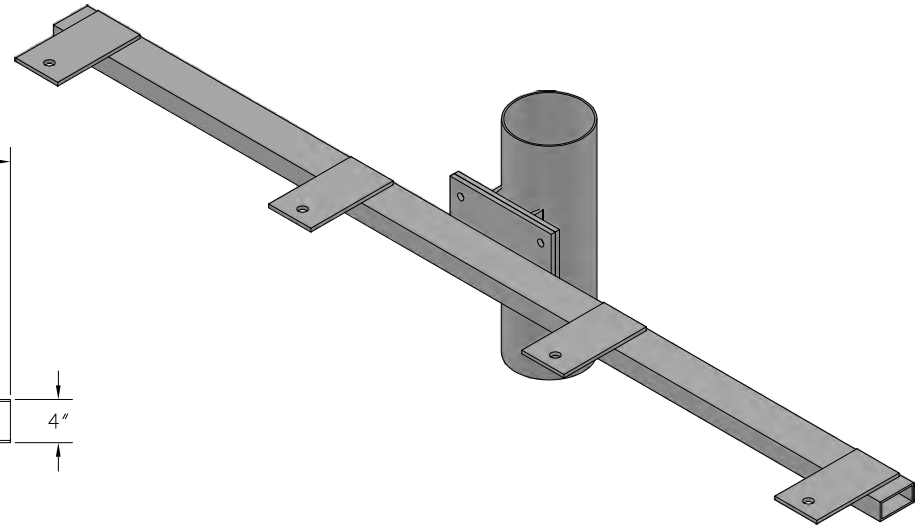
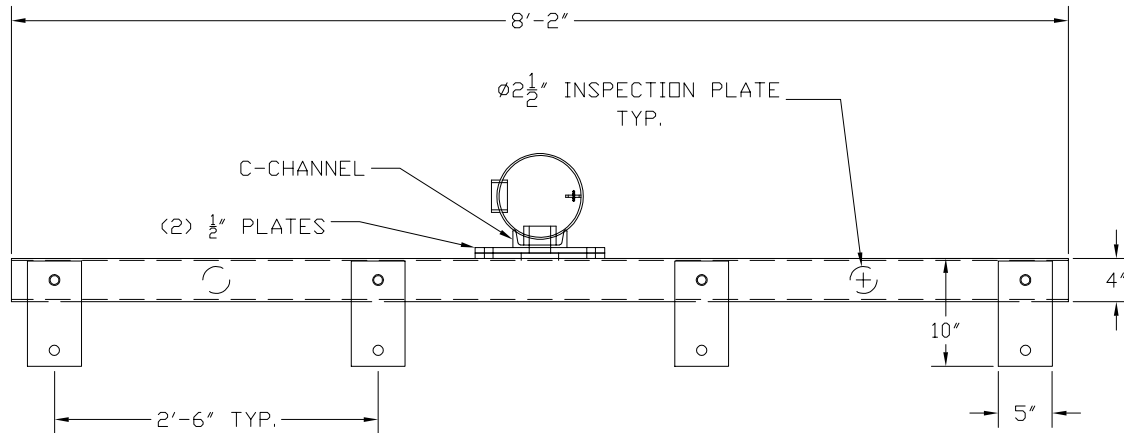
DATE: N/A	REV.:	CHECKED BY:	SCALE: NTS
DRAWING NUMBER: MSP80MXEM	DRAWN BY: DR	QUOTE NUMBER: N/A	

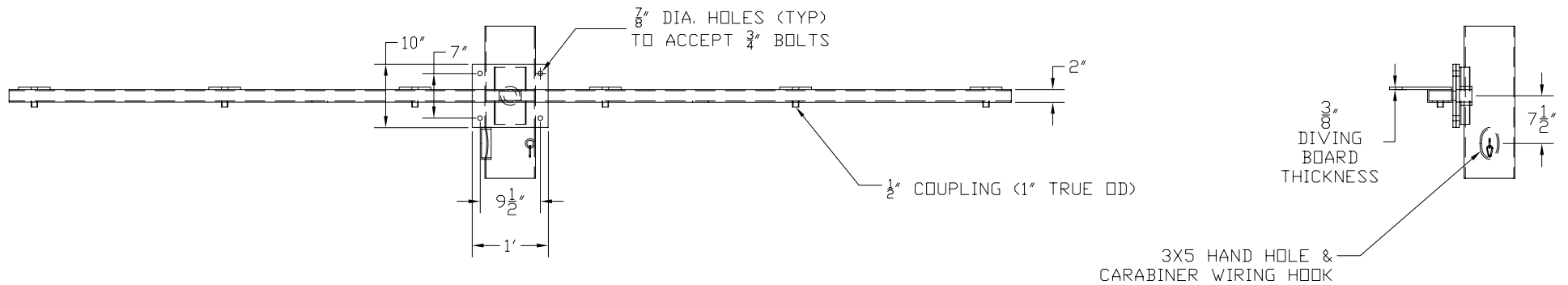
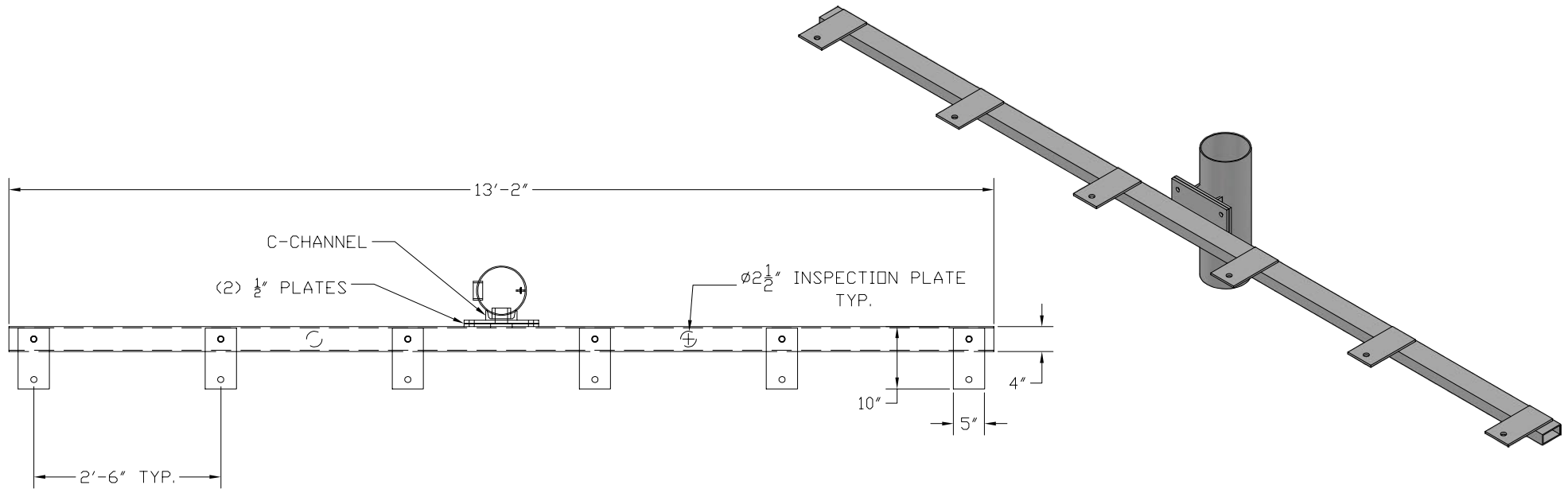
MSM
Makers Sales and Marketing, LLC

PO BOX 14537
HALTOM CITY, TX 76117
METRO (817) 834-5538
TOLL FREE (866) 724-4527
FAX (817) 831-6088

TYPICAL 80' POLE









PART F

PERFORMANCE GUARANTEE



PERFORMANCE GUARANTEE

Thank you for considering GeoSport Lighting Systems, LLC for the City of Springdale, Arkansas sports lighting project.

We are pleased to offer our GeoSport® CLIR TSL 650w LED luminaires to light your athletic fields/courts. This LED system uses state of the art technology, is manufactured in the United States, and adheres to the highest quality standards that GeoSport Lighting Systems has built its reputation on.

The enclosed design/layout provides guaranteed light level performance based on averages and uniformities in bid specifications and shown on included designs. We also guarantee the maximum kilowatt consumption as shown on designs.

As a pre-aimed, pre-wired system, our guarantee requires that proper input voltage is maintained and that installation including individual fixture aiming is completed properly by a licensed electrical contractor. We understand that sometimes unforeseen conditions can dictate layout changes, so during installation we guarantee to react and assist as quickly as possible to help ensure great results for the City of Springdale.

Sincerely,
The GeoSports Lighting Team

Rollie Madison - Sr. Project Manager
GeoSport Lighting Systems, LLC
Company Rep Signature

9/20/2023

Date



PART G

WARRANTY



25 YEAR MAINTENANCE FREE PRODUCT WARRANTY TERMS AND CONDITIONS

Service under this Contract is provided by GeoSport Lighting Systems, LLC (GSL). Services completed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Warranted Product(s) to original design conditions provided such service is necessitated by failure of the Warranted Product(s) during normal usage. This Contract covers Product(s) consisting of GeoSport™ Lighting LED System.

"We", "us" and "our" mean GSL. "You" and "your" mean the Purchaser of the Warranted Product(s). No one has the authority to change this Contract without the prior written approval of GSL. GSL shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

1. **Special Warranty:** Manufacturer's standard form in which manufacturer agrees to repair or replace components of luminaires, lamps, and luminaire alignment products and to correct misalignment that occurs subsequent to successful acceptance tests. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, and unauthorized repairs and alterations from special warranty coverage.
2. **Warranty Period:** Twenty-five (25) year(s) from date of Substantial Completion. Includes guaranteed light levels for warranty period.
3. **Hours of Usage:** Designs shall be based on the following hours of usage:
4. **Service Availability:** Maintenance service specialists shall be available 8:00am to 5:00pm Central Standard Time, and services shall be performed during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice. GSL will exercise all reasonable efforts to perform service under this Contract but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
5. **Repair Determination:** GSL will utilize the monitoring system and/or any information provided by the customer to determine when the usage of the field is materially impacted. From this information, GSL will determine repair and/or replacement of Warranted Product(s) and parts. Repair will be with product(s) of similar kind and quality. Labor shall be covered when 10% of total fixtures are not working properly.

Your Requirements Under this Contract: In addition, you assure: full cooperation with GSL technicians and authorized servicers during diagnosis and repair of the Warranted Product(s); reasonable accessibility of the Warranted Product(s); a non-threatening and safe environment for service. You agree to check and replace fuses as needed. GSL provides spare fuses in each A-pole enclosure. GSL will replace spare fuses used. You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Avoiding this practice must be discussed with GSL's Warranty Department.

6. **Service Limitations Not Covered by this Contract:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Warranted Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-GSL equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning)



25 YEAR MAINTENANCE FREE PRODUCT WARRANTY TERMS AND CONDITIONS

7. Contract Limitations:

a. Exclusions from coverage: in no event will GSL be liable for any special, indirect, incidental or resulting damages which include, but are not limited to, any delay in rendering service or loss of use during the repair period of the Warranted Product(s) or while otherwise awaiting parts.

b. Limitation of liability: to the extent permitted by applicable law, the liability of GSL, if any, for any allegedly defective Warranted Product(s) or components shall be limited to repair or replacement of the Warranted Product(s) or components at GSL's option. This contract is your sole express warranty with respect to the Warranted Product(s). All implied warranties with respect to the Warranted Product(s) including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, are hereby expressly excluded.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12-month period does not fall within the scope of the Bond and shall be the sole responsibility of GSL.

d. GSL requires reasonable access for a crane or man lift equipment to service the lighting system. GSL will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the proper manner over the designated access route.

e. Obsolescence or Environmental Restrictions: If during any maintenance or other work performed under this Warranty, any of the parts of the Warranted Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, GSL shall replace said parts with comparable parts and materials with equal operating characteristics solely at GSL discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, GSL shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

8. Transfer and Assignment: Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of GSL; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

9. Governing Law: Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Louisiana.

Subrogation: In the event GSL repairs or replaces any Warranted Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to GSL. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before GSL retains any amounts it may recover.

GeoSport Lighting Systems, LLC
Company Rep Signature

Date of Substantial Completion

RESOLUTION NO. _____

**A RESOLUTION TO WAIVE COMPETITIVE
BIDDING AND TO PURCHASE A FIRE TRUCK AND
RELATED EQUIPMENT.
2023 BOND PROJECT NO. 23BPF2**

WHEREAS, the City of Springdale has entered into the 2023 bond program with the approval of its residents, and

WHEREAS, a portion of the 2023 Fire Department bond program was intended to purchase a fire ladder truck, and

WHEREAS, the new fire truck will operate out of Fire Station 10, and

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract for the purchase of a Pierce-Custom Enforcer Aerial, HD Ladder 107', in an amount not to exceed \$1,670,000.00, to be paid from the 2023 Fire Bond Fund.

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

PASSED AND APPROVED this 24th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

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

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

September 28, 2023

Jim Vaughan, Asst Chief
SPRINGDALE FIRE DEPARTMENT (AR)
417 S HOLCOMB ST
SPRINGDALE, AR 72764



Proposal For: 2023 Springdale Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SPRINGDALE FIRE DEPARTMENT (AR). Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SPRINGDALE FIRE DEPARTMENT (AR) and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1274 - Pierce-Custom Enforcer Aerial, HD Ladder 107', PUC (Unit Price - \$1,746,339.00) Delivery within 33-34 months of order date QUOTE # - SMEG-0006202-1	
	Vehicle Price \$1,746,339.00
	Full Prepay Discount (\$171,013.77)
	Loose Equipment Per Quote 2656 \$93,501.00
	1274 - UNIT TOTAL \$1,668,826.23
	SUB TOTAL \$1,668,826.23
	HGAC FS12-19 (FIRE) \$2,000.00
	TOTAL \$1,670,826.23

Price guaranteed until 10/31/2023

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Full Payment of \$1,670,826.23 due within 7 days of contract signing.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,



Scott Jones

I, _____, the authorized representative of SPRINGDALE FIRE DEPARTMENT (AR), agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

SPRINGDALE FIRE DEPT
417 S HOLCOMB
Springdale, AR, 72764
USA

Document Info:

Quote #: 700-0002656
Taken By: Scott Jones

Item #	Description	Quantity / Unit	Unit Price	Amount
243051	KEY HOSE PRO-FLOW LDH HOSE 5" Stortz x 100' Yellow RC50450-100	12.00 / EA	867.00	10,404.00
243053	KEY HOSE PRO-FLOW HOSE 5" Storz x 50' Yellow RC50450-50	1.00 / EA	583.50	583.50
164962	HOSE, BIG 10, 3" X 25, YELLOW, NH KEY-DP30-800-25-Y-AR	2.00 / EA	218.75	437.50
164968	BIG-10, 3", Y, 50FT, NH ALUMINUM THREADS KEY-DP30-800-50-Y-AR	10.00 / EA	323.50	3,235.00
164822	HOSE, COMBAT READY, 1.75" X 50, BLUE, ARN, NH KEY-DP17-1000-50-B-A	24.00 / EA	316.50	7,596.00
243011	BULLARD QXT THERMAL IMAGER With Charger and Lanyard Red/Black QXTBUNDLE	1.00 / EA	7,041.00	7,041.00
243713	BULLARD ELECTRONIC THERMAL XTETT	1.00 / EA	332.50	332.50
243584	SCOTT AIR-PAK X3 PRO SCBA w/ 4500 SC, C5, Reg QC, UEBSS, SEMES II X8914026305A04	5.00 / EA	7,407.50	37,037.50
240000	SCOTT X3 SNAP CHANGE CYLINDER 4.5, 45 MIN 200129-01	10.00 / EA	1,260.00	12,600.00
242261	SCOTT C5 FACEMASK, MEDIUM C5 with Comms FP1MK0002M10010	5.00 / EA	1,371.50	6,857.50
241966	SCOTT C5 FACEPIECE CHARGER CF5V2DH0	2.00 / EA	735.00	1,470.00
240192	SCOTT BATTERY PACK, LITHIUM 201506-01	5.00 / EA	95.50	477.50
185183	18" PPV, 2x12Ah Bat., 2xAC Chargers, Shore Power SVI-V18-BD-12-SP	1.00 / EA	5,179.00	5,179.00



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Document Info:

Quote #: 700-0002656

155729	155729	1.00 / EA	250.00	250.00
	Freight			
	FREIGHT			

Total of All Services			
Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$93,501.00	Core charges	\$0.00
Freight total	\$0.00	Sales tax	\$0.00

Total: \$93,501.00
Page 11C

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A PORTION OF A UTILITY
EASEMENT IN THE CITY OF SPRINGDALE, BENTON
COUNTY, ARKANSAS.**

WHEREAS, Mario Araujo and Glenda Araujo have petitioned for the abandonment of a portion of a utility easement on Lot 13, Logan Heights Subdivision, to the City of Springdale, Benton County, Arkansas, as shown on Plat Book 2006, Pages 263-264, of the Benton County, Arkansas, land records, and being more particularly described as follows:

A PART OF LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 13; THENCE S08°45'36"W A DISTANCE OF 20.71 FEET; THENCE S81°14'02"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S81°14'02"E A DISTANCE OF 10.00 FEET; THENCE S08°45'36"W A DISTANCE OF 42.00 FEET; THENCE N81°14'02"W A DISTANCE OF 10.00 FEET; THENCE N08°45'36"E A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 420.00 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS. And as shown on the attached Exhibit.

Tax Parcel No.: 21-03097-000

Address: 3632 Logan Heights Drive

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 14, 2023, at 6:00 p.m. is 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 of said hearing as required by law.

PASSED AND APPROVED this 24th day of October, 2023.

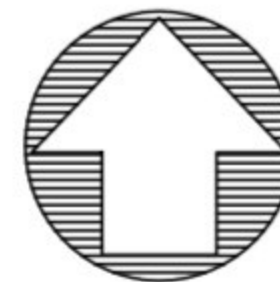
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

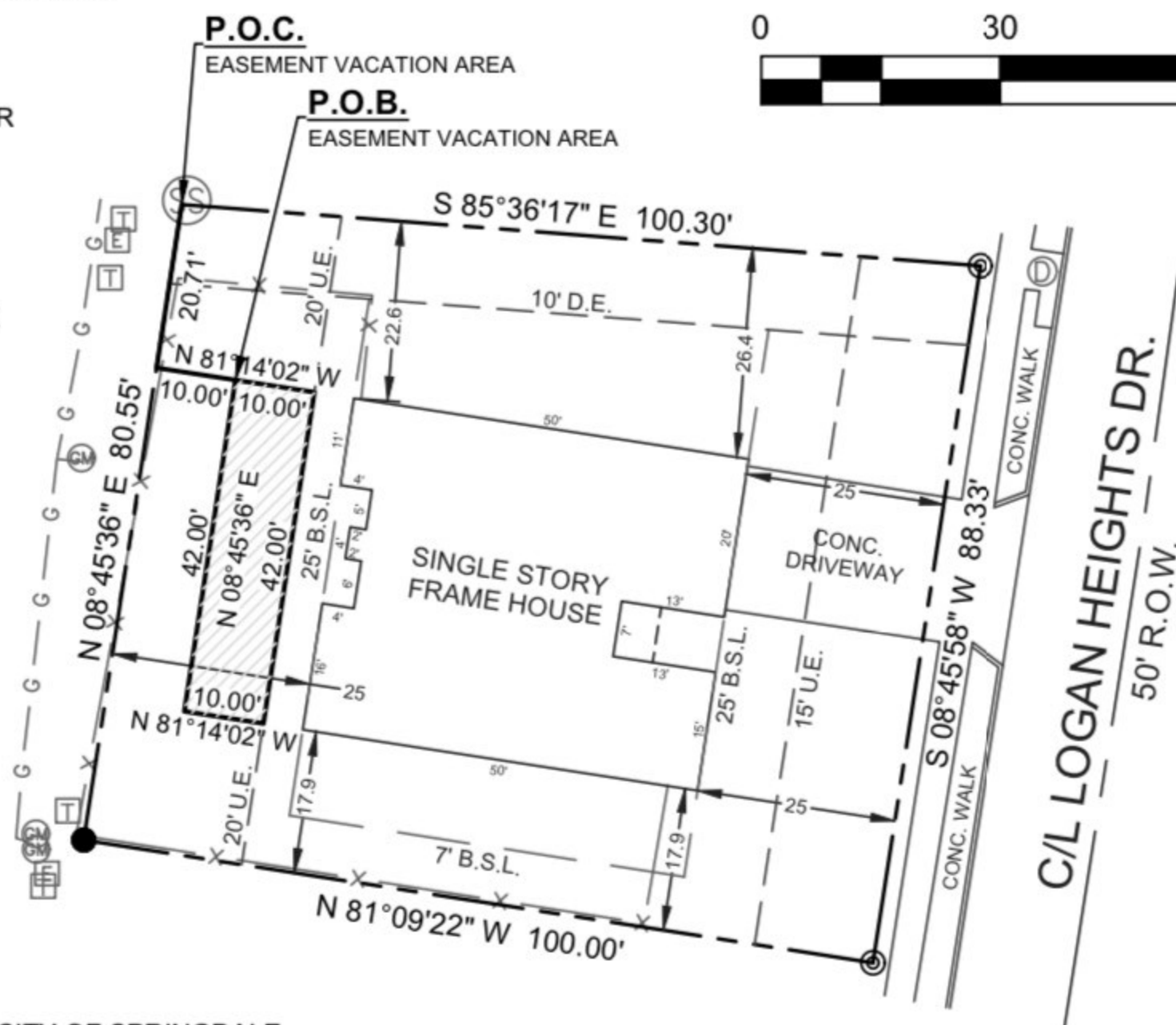
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



- SET 1/2" REBAR W/CAP
- SS SANITARY SEWER MANHOLE
- D STORM SEWER MANHOLE
- GM GAS METER
- E ELECTRIC RISER
- T TELEPHONE RISER
- PROPERTY LINE
- CENTERLINE
- SETBACK
- EASEMENT
- G - G - G - UNDGR. GAS LINE
- X - X - X - FENCE LINE

LOT 13
8,444.36 SQ. FT.
0.19 ACRES ±
P.N. 21-03097-000



LEGAL DESCRIPTION:

LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2006, PAGES 263-264 OF THE BENTON COUNTY RECORDS.

DESCRIPTION OF EASEMENT AREA TO BE VACATED:

A PART OF LOT 13 OF LOGAN HEIGHTS SUBDIVISION, CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 13; THENCE S 08°45'36" W A DISTANCE OF 20.71 FEET; THENCE S 81°14'02" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE S 81°14'02" E A DISTANCE OF 10.00 FEET; THENCE S 08°45'36" W A DISTANCE OF 42.00 FEET; THENCE N 81°14'02" W A DISTANCE OF 10.00 FEET; THENCE N 08°45'36" E A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 420.00 SQUARE FEET, OR 0.010 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0060J (EFFECTIVE DATE SEPTEMBER 28, 2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

SURVEYOR'S CERTIFICATE:

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

Robert J. Caster
 ROBERT J. CASTER, P.L.S. NO. 1370, ARKANSAS

09/08/2023
 DATE

CERTIFICATE OF AUTHORIZATION
 COA CERTIFICATE NUMBER: 3049



BOUNDARY SURVEY
LOT 13 LOGAN HEIGHTS SUBDIVISION
3632 LOGAN HEIGHTS DRIVE
SPRINGDALE, BENTON COUNTY, ARKANSAS

CASTER & ASSOCIATES
 LAND SURVEYING, INC.

2715 SE "I" Street, Suit 5
 Bentonville, AR 72712
 (479) 268-4464

RESOLUTION NO. _____

**A RESOLUTION SETTING A HEARING DATE ON A
PETITION TO ABANDON A PORTION OF A UTILITY
EASEMENT IN THE CITY OF SPRINGDALE, BENTON
COUNTY, ARKANSAS.**

WHEREAS, Charles Strickland has petitioned for the abandonment of a portion of a utility easement on Lot 11, Monticello Subdivision, to the City of Springdale, Benton County, Arkansas, as shown on Plat Book 20, at Page 3, plat records of Benton County, Arkansas, and being more particularly described as follows:

A 5' UTILITY EASEMENT TO BE VACATED, BEING A PART OF LOT 11, OF THE FINAL PLAT FOR MONTICELLO SUBDIVISION, FILED FOR RECORD IN THE BENTON COUNTY CLERK AND RECORDER'S OFFICE AS PLAT BOOK 20, PAGE 3. SAID EASEMENT LYING 2.5' ON BOTH SIDES OF THE CENTERLINE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LOT 11; THENCE ALONG THE EAST LINE THEREOF, S03°33'06"W A DISTANCE OF 148.02' TO A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF LOT 11, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WAVERLY AVENUE (A 50' PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A 75.00' RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.65', HAVING A CHORD BEARING OF S74°12'12"W AND CHORD LENGTH OF 49.69'; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 11, N52°14'33"W A DISTANCE OF 50.95' TO THE POINT OF BEGINNING; THENCE N52°14'33"W A DISTANCE OF 40.00' TO THE POINT OF TERMINATION. CONTAINING AN AREA OF 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, IF ANY.

Tax Parcel No.: 21-00480-000

Address: 2342 Waverly Lane

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon the portion of the utility easement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 14, 2023, at 6:00 p.m. is 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 of said hearing as required by law.

PASSED AND APPROVED this 24th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

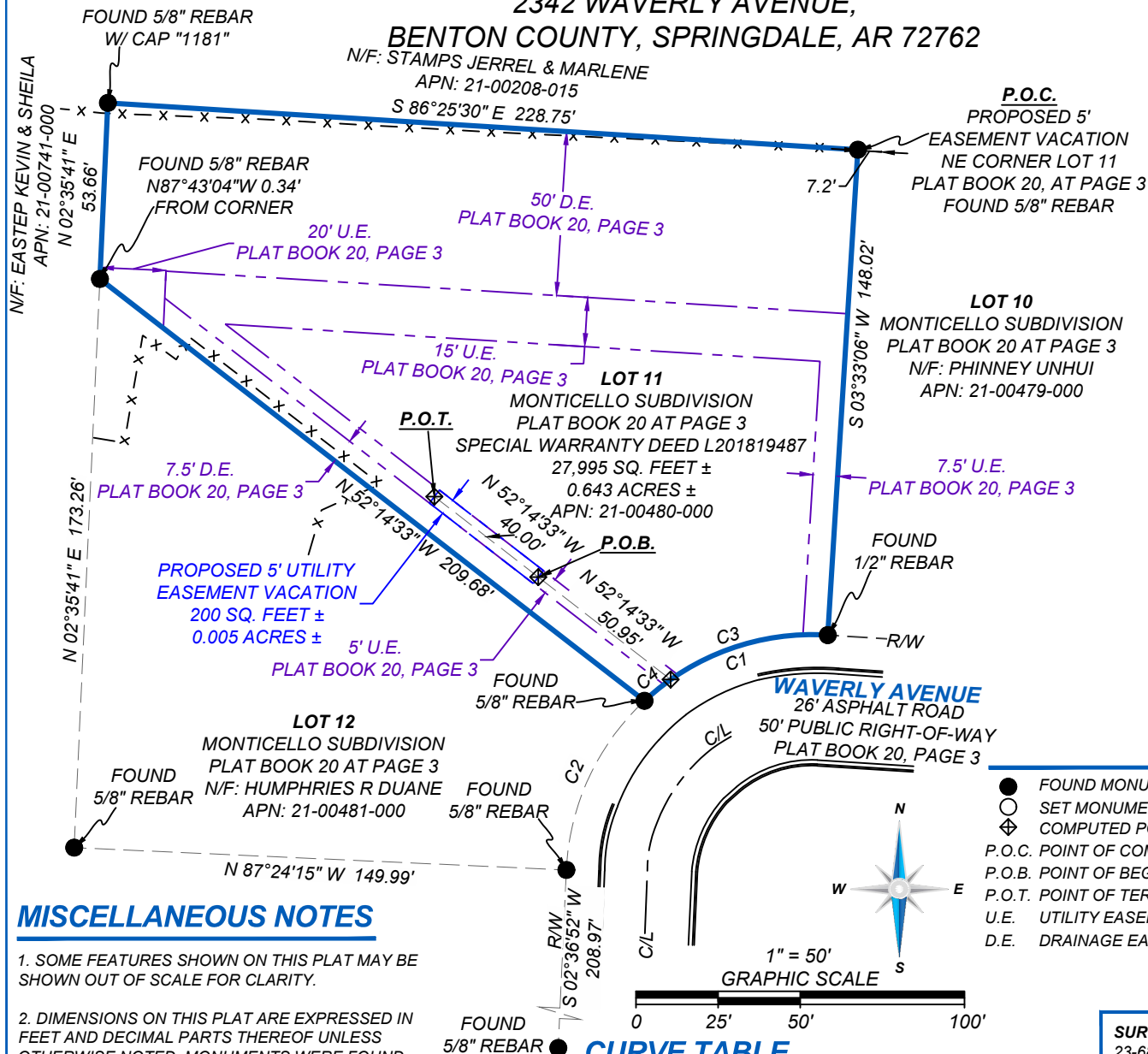
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

PROPOSED 5' UTILITY EASEMENT VACATION EXHIBIT

2342 WAVERLY AVENUE,
BENTON COUNTY, SPRINGDALE, AR 72762



MISCELLANEOUS NOTES

1. SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
2. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	75.00'	60.92'	S 70°16'38\" W	59.26'
C2	75.00'	58.16'	S 24°47'28\" W	56.71'
C3	75.00'	50.65'	S 74°12'12\" W	49.69'
C4	75.00'	10.28'	S 50°55'54\" W	10.27'

PROPOSED 5' UTILITY EASEMENT VACATION DESCRIPTION

A 5' UTILITY EASEMENT TO BE VACATED, BEING A PART OF LOT 11, OF THE FINAL PLAT FOR MONTICELLO SUBDIVISION, FILED FOR RECORD IN THE BENTON COUNTY CLERK AND RECORDER'S OFFICE AS PLAT BOOK 20, PAGE 3. SAID EASEMENT LYING 2.5' ON BOTH SIDES OF THE CENTERLINE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8\" REBAR AT THE NORTHEAST CORNER OF LOT 11; THENCE ALONG THE EAST LINE THEREOF, S03°33'06\" W A DISTANCE OF 148.02' TO A FOUND 1/2\" REBAR AT THE SOUTHEAST CORNER OF LOT 11, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WAVERLY AVENUE (A 50' PUBLIC RIGHT-OF-WAY) AND THE BEGINNING OF A 75.00' RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 50.65', HAVING A CHORD BEARING OF S74°12'12\" W AND CHORD LENGTH OF 49.69'; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND RUNNING PARALLEL TO THE WEST LINE OF SAID LOT 11, N52°14'33\" W A DISTANCE OF 50.95' TO THE POINT OF BEGINNING;

THENCE N52°14'33\" W A DISTANCE OF 40.00' TO THE POINT OF TERMINATION.

CONTAINING AN AREA OF 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD, IF ANY.

LEGEND & SYMBOLS

●	FOUND MONUMENT AS-NOTED	— — — — —	BOUNDARY LINE
○	SET MONUMENT AS-NOTED	- - - - -	EASEMENT LINE
⊕	COMPUTED POINT	— — — — —	RIGHT-OF-WAY LINE
P.O.C.	POINT OF COMMENCEMENT	C/L	CENTERLINE
P.O.B.	POINT OF BEGINNING	— x — x — x —	FENCE
P.O.T.	POINT OF TERMINATION		
U.E.	UTILITY EASEMENT		
D.E.	DRAINAGE EASEMENT		

SURVEYOR INFORMATION:



SURVEYOR JOB NUMBER:
23-6884

EXHIBIT DRAWN BY:
DMS - 10/09/2023

FOR THE USE AND BENEFIT OF:
TAMI STRICKLAND

BLEW & ASSOCIATES, PA
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
SURVEY@BLEWINC.COM

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 147-23 TO LEVY WASHINGTON COUNTY AD VALOREM TAXES OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, governing bodies of the municipalities of the State of Arkansas are required by law to levy ad valorem taxes no later than October of each year;

WHEREAS, on September 26, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 147-23, establishing the Washington County ad valorem taxes to be approved for collection in the year 2024;

WHEREAS, the City has now been notified by the Washington County Assessor’s Office that the millage levy for collection in 2024 is required to be rolled back, pursuant to Ark. Code Ann. §26-26-402;

WHEREAS, certain levies are needed to properly finance the operation of the City of Springdale, Arkansas; and,

WHEREAS, all property taxes and voluntary taxes will be collected by the Tax Collector of Washington County.

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

SECTION 1: That the following levies be approved for collection in the year 2024 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Washington County.

The 2023 property tax levy to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
GENERAL FUND	.0046	.0046
FIREMEN’S PENSION	.0005	.0005
POLICEMEN’S PENSION	.0005	.0005
TOTAL	.0056	.0056

SECTION 2: The 2023 voluntary taxes to be collected by the Washington County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
CITY FIRE FUND	.0015	.0015
LIBRARY	.001	.001
TOTAL	.0025	.0025

SECTION 3: The voluntary taxes will be printed in the Washington County Tax Collector’s office and shall be billed and collected by the Washington County Tax Collector's office.

SECTION 4: The provisions of Resolution No. 147-23 are hereby repealed.

PASSED AND APPROVED this 24th day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Denise Pearce

From: Dan Cypert <dcypert@washingtoncountyar.gov>
Sent: Friday, October 6, 2023 9:02 AM
To: dsprouse@springdalear.gov; Springdale (City) (dpearce@springdalear.gov); amckinney@springdalear.gov
Cc: Becky Lewallen; Russell Hill
Subject: 2023 Millage Rate Rollback Calculations - City of Springdale
Attachments: 2023 Computation and Certification Form_City of Springdale.pdf

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

Mayor Sprouse:

A.C.A. § 26-26-402 (Procedure for adjustment of taxes after reappraisal or reassessment of property) states that whenever a countywide reappraisal or reassessment of property subject to ad valorem taxes...shall result in an increase in the aggregate value of taxable real and personal property in any taxing unit in this state of ten percent (10%) or more over the previous year, the rate of city or town, county, school district, and community college district taxes levied against the taxable real and personal property of each taxing unit shall, upon completion of the reappraisal or reassessment, be adjusted or rolled back by the governing body of the taxing unit for the year for which levied as provided. The adjustment or rollback of tax rates or millage for the base year shall be designed to assure that each taxing unit will receive an amount of tax revenue from each tax source no greater than ten percent (10%) above revenues received during the previous year from each tax source.

Based on the taxable value increases in your jurisdiction when performing the Base Year Millage Rollback Computations, it has been determined that your taxing jurisdiction will need to rollback their respective millage rate for 2023 (please see below):

- Taxing Jurisdiction: City of Springdale
- Taxable Value Increase: 12.58%
- Current Millage Rate: 5.7 mills
- New Rollback Millage Rate: 5.6 mills
- Amount of Millage Rollback: 0.1 mills

Attached is the Base Year Millage Rollback Computation and Certification Form for your jurisdiction. This form shows how the amount of rollback was calculated. This form shall be signed by the officers of your taxing jurisdiction's governing body and returned to the Washington County Clerk's office on or before the third Monday in November of the base year (11/20/2023).

Thank you,

Dan Cypert, RES, AAS
Chief of Staff
Desk (479) 445-6601
dcypert@washingtoncountyar.gov

Washington County Assessor's Office
280 N. College Ave, Suite 250
Fayetteville, AR 72701

26-26-404 Computation and Certification Form (Cities Form)

Base Year Millage Rollback Computation and Certification Form

COUNTY: Washington
TAXING UNIT: Springdale
DATE: 10/5/2023

1. Compute the following to discover total of reassessed property:

a. Total base year assessments 1,086,286,049
b. Less newly discovered, new construction properties 42,049,553
c. Equals total reassessed properties 1,044,236,496

2. Compute the following to find the zero-increase millage adjustment:

a. Base-year taxes certified for collection \$ 5,394,873.05
b. Divided by reassessed properties 1,044,236,496
c. Equals zero-increase millage 0.00517

3. Compute the following to find the percentage of newly discovered property:

a. Newly discovered, new construction properties 42,049,553
b. Divided by total assessed properties 1,086,286,049
c. Equals percent newly discovered 3.88%

4. Millage adjustment option:

a. Maximum increase option 10.00%
b. Minus newly discovered property percentage 3.88%
c. Allowable optional millage increase 6.12%

5. To compute millage adjustment option if applicable:

a. Rolled back zero-base millage 0.00517
b. Times allowed optional millage increase percent 1.0612
c. Equals indicated overall millage of 0.00549

6. Each tax source or levy shall be adjusted by applying the following computed multipliers and adjusting to the next highest one-tenth (1/10) mill:

a. Overall millage from 5.c above or 2c 0.00549
b. Divided by previous millage prior to base year 0.00570
c. Equals multiplier 0.9632

7. Compute each tax source or levied millage in the following table:

Tax Source	Previous Millage	x	Multiplier	=	Adjusted Millage /	Rounded Millage
General	0.00470	x	0.9632	=	0.004527	0.00460
Police	0.00050	x	0.9632	=	0.000482	0.00050
Fire	0.00050	x	0.9632	=	0.000482	0.00050
Other	-	x	0.9632	=	-	-
Other	-	x	0.9632	=	-	-
Total of Millage				=	0.0096	

Please review

CERTIFICATION SIGNATURES

The City Council of the City of Springdale met in regular session on Tuesday, October 10, 2023 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Williams	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:

Blake Holte	Fire Chief
Frank Gamble	Police Chief
Patsy Christie	Planning Director
Mike Chamlee	Buildings Director
James Smith	Public Works Director
Ron Findley	Community Engagement Director
Ben Peters	Engineering Director
Colby Fulfer	Chief of Staff
Anne Gresham	Library Director

PUBLIC HEARING – PETITION TO VACATE A PORTION OF A UTILITY EASEMENT ON PROPERTY LOCATED AT 4042 SAULSBURY STREET

No comments were made at the Public Hearing.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the September 26, 2023 City Council meeting be approved as presented. Council Member Harriman made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Williams 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 Fougerousse made the second.

The vote:

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

No: None

ORDINANCE NO. 5891 – ACCEPTING THE REPLAT OF A PART OF TRACT 8 OF HENSON HEIGHTS, CREATING LOTS 8A & 8B, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat of a part of Tract 8 of Henson Heights, creating Lots 8A and 8B, Springdale, Washington County, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

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

No: Watson, Fougrousse

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

The vote:

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

No: None

The Ordinance was numbered 5891.

ORDINANCE NO. 5892 – ACCEPTING THE REPLAT OF LOTS 6 AND LOT 7, KC SUBDIVISION, PHASE 1, RECORDED AS FILE 0018-00000006 TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the replat of Lots 6 and Lot 7, KC Subdivision, Phase 1, Recorded as File 0018-00000006 to the City of Springdale, Arkansas; and declaring an emergency.

Planning Commission recommended approval.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5892.

RESOLUTION NO. 148-23 – TO APPROPRIATE FUNDS FOR COMPUTERS, MONITORS, AND OTHER COURT-RELATED TECHNOLOGY FOR THE SPRINGDALE DISTRICT COURT TO BE PAID FROM THE COURT AUTOMATION FUND

Council Member Amelia Williams presented a Resolution to appropriate funds for computers, monitors, and other court-related technology for the Springdale District Court to be paid from the Court Automation Fund.

RESOLUTION NO. ____

A RESOLUTION TO APPROPRIATE FUNDS FOR COMPUTERS, MONITORS, AND OTHER COURT-RELATED TECHNOLOGY FOR THE SPRINGDALE DISTRICT COURT TO BE PAID FROM THE COURT AUTOMATION FUND

WHEREAS, the Springdale District Court is in need of upgrading the computers, monitors, and other court-related technology used by its employees;

WHEREAS, Ark. Code Ann. §16-13-704(b)(3)(D) authorizes expenditures from the Court Automation Fund as approved by the District Judge for court-related technology;

WHEREAS, the Springdale District Court has received a quote for the purchase of computers, monitors, and other court-related technology in an amount not to exceed \$32,000.00; and

WHEREAS, the Springdale District Court has sufficient funds in the Court Automation Fund to pay for the purchase of the needed computers, monitors, and other court-related technology, and are recommended for approval by the District Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated an amount not to exceed \$32,000.00 for the purchase of computers, monitors, and other court-related technology for the Springdale District Court, to be paid from the Court Automation Fund.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

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

The vote:

Yes: Bailey, Harriman, Fougrouse, Powell, Williams, Watson, Overton, Lawson

No: None

The Resolution was numbered 148-23.

RESOLUTION NO. 149-23 - AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PORTIONS OF LAND FROM THE HARWELL FAMILY TRUST FOR THE DON TYSON PARKWAY PROJECT (HWY 112 TO 56TH STREET), PROJECT NO. 23BPS2

Council Member Amelia Williams presented a Resolution authorizing the expenditure of funds to acquire portions of land from the Harwell Family Trust for the Don Tyson Parkway project (Hwy. 112 to 56th Street), Project No. 23BPS2.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO
ACQUIRE PORTIONS OF LAND FROM THE HARWELL FAMILY
TRUST FOR THE DON TYSON PARKWAY PROJECT (HWY 112 TO
56TH STREET), PROJECT NO. 23BPS2**

WHEREAS, the City of Springdale is in need of acquiring portions of land for the Don Tyson Parkway Project (Hwy 112 to 56th Street), Project No. 23BPS2, Tract 29, said lands being owned the Harwell Family Trust;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$2,300.00 is the estimated just compensation for the property needed from the Trust;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$3,225.00 to acquire the land needed for the project, said amount being justified by the nature of these properties, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$925.00 to acquire the property needed from the Harwell Family Trust, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire portions of land for the Don Tyson Parkway Project (Hwy 112 to 56th Street), Project No. 23BPS2, Tract 29, said lands being owned by the Harwell Family Trust, for the total sum of \$3,225.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 149-23.

**RESOLUTION NO. 150-23 – AUTHORIZING THE EXECUTION OF A CONTRACT FOR
ARCHITECT SERVICES FOR THE SPRINGDALE POLICE INDOOR GUN RANGE**

Council Member Amelia Williams presented a Resolution authorizing the execution of a contract with Hight Jackson Associates for architect services for the Springdale Police Indoor Gun Range for \$22,500.

RESOLUTION NO. ____

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

WHEREAS, the City of Springdale purchased an indoor gun range on 5.2 acres for \$600,000 in 2020 for the Springdale Police Department, and

WHEREAS, the purchase was made for training purposes for our law enforcement officers which is imperative to their duties, and

WHEREAS, at the time of purchase it was intended that the range would need remodeling and to be enhanced for long range training purposes, and

WHEREAS, using the procurement procedures required by State Law, the city has selected Hight Jackson Associates to perform preliminary work, and

WHEREAS, the contract proposes a fee totaling \$22,500.00,

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Hight Jackson Associates for the Springdale Police Department indoor gun range.

PASSED AND APPROVED this ____day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 150-23.

RESOLUTION NO. 151-23 – TO ENTER INTO AN AGREEMENT TO APPROPRIATE FUNDS AND TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE OF POLICE VEHICLE AND BODY CAMERA EQUIPMENT AND RELATED ITEMS

Council Member Amelia Williams presented a Resolution to enter into an agreement with Axon Enterprises Inc. to appropriate funds and to waive competitive bidding for the purchase of police vehicle and body camera equipment and related items.

Chief of Staff Colby Fulfer explained the total cost of the camera system is \$5,363,728.55 to be paid over a 10 year period. The Springdale Police Department has received grants in the amount of \$150,000 to be used towards the initial payment of \$268,583.62. This would require an appropriation of

\$118,583.62 from the unrestricted general fund. The proposed 10- year agreement would allow the City of Springdale to pursue additional grant funding towards the purchase of the camera system.

RESOLUTION NO. ____

**RESOLUTION TO ENTER INTO AN AGREEMENT, APPROPRIATE FUNDS,
AND TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE OF POLICE
VEHICLE AND BODY CAMERA EQUIPMENT AND RELATED ITEMS**

WHEREAS, the City of Springdale Police Department relies on camera systems composed of body cameras, police vehicle cameras, related software technology and cloud storage, and

WHEREAS, these camera systems serve as protection for the public as well as the officers utilizing the system, and

WHEREAS, the police department has conducted an evaluation of several camera systems over the past year, and

WHEREAS, the evaluation has concluded that Axon provides the greatest value, and

WHEREAS, the total cost of the camera system is \$5,363,728.55 to be paid over a 10 year period, and

WHEREAS, the Springdale Police Department has received grants in the amount of \$150,000 to be used towards the initial payment, and

WHEREAS, the initial payment of \$268,583.62 would require an appropriation of \$118,583.62 from the unrestricted general fund, and

WHEREAS, the proposed 10- year agreement would allow the City of Springdale to pursue additional grant funding towards the purchase of the camera system, and

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract with Axon Enterprise, Inc. for the purchase of a camera system and associated items, in the amount of \$5,363,728.55.

Section 3. there is hereby appropriated from the Unrestricted General Fund \$118,583.62 for this purchase.

Section 4. there is hereby appropriated from Police grant funding \$150,000.00 for this purchase.

PASSED AND APPROVED this ____day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 151-23.

RESOLUTION NO. 152-23 – AUTHORIZING THE PURCHASE OF A CHRISTMAS TREE DECORATIONS FOR THE SPRINGDALE MUNICIPAL CAMPUS

Mayor Doug Sprouse presented a Resolution authorizing the purchase of a Christmas tree decorations for the Springdale Municipal Campus. Three quotes were received for the decorations:

- 1) \$25,516.00
- 2) \$19,069.00
- 3) \$15,824.08

After discussion, it was decided the middle quote of \$19,069 was the best one to go with.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE PURCHASE OF CHRISTMAS TREE DECORATIONS FOR THE SPRINGDALE MUNICIPAL CAMPUS

WHEREAS, the city desires to purchase Christmas tree decorations to be displayed in the lobby of City Hall for the upcoming holiday season, and

WHEREAS, the city has received three quotes from Treeations in Springdale, and

WHEREAS, the estimated costs provided by Treeations include decorations and labor, and

WHEREAS, funds not to exceed an amount of \$27,000 shall be appropriated out of the city's Unrestricted General Fund for the purchase of Christmas tree decorations to be displayed in the lobby of City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that funds not to exceed an amount of \$27,000 shall be appropriated out of the Unrestricted General Fund to be used for the purchase of Christmas tree decorations to be displayed in the lobby of City Hall.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 152-23.

RESOLUTION NO. 153-23 – AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 3058 S. 48TH STREET, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

Mayor Doug Sprouse presented a Resolution authorizing the purchase of 2.03 acres in an amount not to exceed \$725,000.00 located at 3058 S. 48th Street, from Cherilee Joy Bryan Revocable Trust, Springdale, Washington County, Arkansas.

The property is located next to Randall Tyson Park which is desirable for the inclusion into that park in the future. This will be contingent on the property appraising for that amount.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 3058 S. 48th STREET, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

WHEREAS, the Cherilee Joy Bryan Revocable Trust u/t/d June 12, 2001, currently owns property located at 3058 S. 48th Street, Springdale, Washington County, Arkansas, ("the Property"), and being more particularly described as follows:

2.03 acres, more or less, Washington County Parcel No. 815-29107-230, and as shown on the attached Exhibit.

WHEREAS, the Property is uniquely situated and located in such a manner as to be desirable for the inclusion into Randall Tyson Park; and,

WHEREAS, the City of Springdale would like to enter into a contract with the Cherilee Joy Bryan Revocable Trust u/t/d June 12, 2001, for the purchase of the Property in an amount not to exceed \$725,000.00; said contract being contingent upon the City obtaining a satisfactory appraisal for the Property, as well as a satisfactory feasibility study and environmental report on the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor is hereby authorized to enter into a contract for the purchase of the Property, subject to the contingencies contained therein, and execute all documents necessary for the acquisition of the Property in an amount not to exceed \$725,000.00, plus associated costs, to be paid from the unrestricted General Fund.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 153-23.

ORDINANCE NO. 5893 – AMENDING CHAPTER 122, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY (TAXICABS)

City Attorney Ernest Cate presented an Ordinance amending Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency.

Chapter 122, Article II, contains the regulations pertaining to taxicabs in the City of Springdale. The following Ordinance was presented.

That which is underlined is added and that which is stricken through is deleted.

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 122, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to taxicabs in the City of Springdale, Arkansas;

WHEREAS, various provisions regarding taxicabs contained in Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas, are in need of revision;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend various provisions of Chapter 122, Article II, of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Section 122-26 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-26. - Definitions.

As used in this article:

Administrator means the mayor of the City of Springdale, Arkansas, or the mayor's designated agent.

~~*City* means the City of Springdale.~~

Driver means the individual driving a vehicle as a taxicab whether as owner or agent or employee of the owner.

~~*Exclusive ride* means a ride in which the passenger engaging the taxicab restricts his ride solely to himself or to himself and members of his party and the fare is charged at the exclusive rate.~~

Holder means a person to whom a taxicab operator permit has been issued.

Manifest means a daily record prepared by the operator of all trips made by each taxicab showing the time and place of origin and destination for each passenger transported.

Person shall extend and be applied to firms, partnerships, associations, organizations and bodies politic and corporate, or any combination thereof, as well as to individuals.

~~*Public vehicle commission* shall consist of three members appointed by the mayor, and confirmed by majority vote of the city council, for a term of one year.~~

~~*Rate chart* means a card approved by the city to be displayed in each taxicab reflecting the rates of fare then in force and displaying a name and telephone number designated by the administrator for passengers to register complaints.~~

~~*Shall* is mandatory, not directory.~~

Share ride means a ride shared by two or more taxicab passengers not members of the same party whose fares are discounted proportionately to the number of passengers transported. Passengers may be collected at the same or different destinations. A share ride is limited to three pickups within a four-block radius of the most appropriate route to the first passenger's destination.

Shuttle service shall mean a chauffeured driven, unmetered passenger vehicle, seating 15 passengers or less, including the driver, engaged in the transportation of passengers for hire with the intent to receive compensation for transporting such passengers from points within the City of Springdale to the Northwest Arkansas Regional Airport.

Shuttle service permit shall mean a permit issued by the Northwest Arkansas Airport Authority authorizing the holder thereof to conduct a shuttle service business at the Northwest Arkansas Regional Airport.

Taxicab means a motor-driven vehicle having seating capacity for not more than seven passengers and used for the transportation of passengers for hire from points of origin to destinations as directed by the passengers.

Taxicab driver's permit means permission granted by the city to a person to drive a taxicab in the city for the purpose of picking up customers/clients within the boundaries of the city, but no such permit is required for picking up a person within the city, that the taxicab service has brought into Springdale from another location outside the city, and they are simply returning them to the original location the same business day (round trip) so long as the taxicab operator is licensed by a municipality in Arkansas.

Taxicab operator means a person operating one or more taxicabs.

Taxicab operator permit means permission granted by the city to operate a taxicab service for the purpose of picking up customers/clients within the boundaries of the city, and employing one or more taxicabs for a period of time, and to be renewable under the terms of this article; no such permit is necessary if the taxicab delivers a person to a location within Springdale from outside the city, and then returns in the same business day to pick them up and return them to the location in which they were originally picked up (round trip) so long as the taxicab operator is licensed by a municipality in Arkansas.

Taxicab service means a passenger transportation service operated for hire.

Taximeter means a device which calculates and displays a fare.

Waiting time means the time when a taxicab is not in motion and not engaged by a passenger and the time consumed while standing at the direction of a passenger or a person who has engaged such taxicab.

Section 2: Section 122-27 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-27. - Authority of administrator; taxicab permit; prerequisites; taxicab driver's permit; general prohibition.

(a) ~~Authority of the public vehicle commission~~

(a) Pursuant to Ark. Code Ann. §14-57-302, no person shall engage in or carry on the business of a taxicab service in the City of Springdale without first procuring a permit to do so from the Springdale City Council.

- ~~(1) The public vehicle commission shall meet on the call of the chairman or of two members thereof, or at the request of the administrator, at such times as may be necessary to transact its business. The public vehicle commission administrator shall recommend rates, which must be adopted shall be considered for adoption by the city council.~~
- ~~(2) The public vehicle commission administrator shall promulgate rules and regulations to govern the taxicab business, which shall deal with, but shall not be limited to the operation and maintenance of taxicabs, safety equipment, the keeping of a manifest, the providing of services, the loading and the unloading of passengers, and the holding of hearings.~~
- (b) *Authority of the administrator.*
 - (1) The administrator shall be responsible for enforcing the provisions of this ordinance applying to taxicabs, as well as the rules and regulations promulgated by the ~~public vehicle commission~~ City Council.
 - (2) The administrator shall also make recommendations to the ~~public vehicle commission~~ city council concerning the regulations set out in this article.
- (c) *Taxicab operator permit/shuttle service permit.*
 - (1) Required. No permit to operate a taxicab in the city shall be issued unless and until the Springdale City Council ~~shall certify the public need for taxicab service requires the additional service to be rendered by the applicant~~ approves the application. Before the city council ~~decides this issue~~ takes action on the permit application, the ~~public vehicle commission shall meet and consider the issue and the administrator shall~~ make a recommendation to the Springdale City Council based on the permit requirements contained herein. ~~In deciding whether a permit shall be issued, the council shall consider the criteria set out in [section 122-27](d)(13) of this article. No certificate shall be required for the renewal of any operators license.~~
 - (2) ~~No person shall operate or permit a taxicab owned, leased, or controlled by them to be operated in the city without having first obtained a taxicab operator permit, if such a permit is required under the provisions of this article, as amended. Further, the taxicab operator permit shall be renewable under the provisions of this article.~~
 - (3) ~~No person not licensed under this article shall display a sign on a motor vehicle reading "taxi", "taxicab", or anything of the same meaning for the purpose of soliciting passengers for hire in the city.~~
 - (4) Application. Any person seeking a permit under this section, shall file an application, verified by oath and setting forth the facts showing the person's qualifications to render the service for which the permit is sought, together with the facts which the person considers justifies the permit, and requires the rendering to the public of the service. Upon the filing of the application, the administrator will ~~No later than ten days after receipt of a completed application for a taxicab operator permit, the administrator shall notify the applicant in writing of the date that~~

~~the public vehicle commission will meet to make a recommendation on the application. At the next regularly scheduled meeting of the Springdale City Council following this meeting of the public vehicle commission, review the application, and if it meets all requirements herein, the administrator will refer the application to the City Council for consideration, and a hearing will be conducted on the application in front of the Springdale City Council.~~ The city shall cause to be given to each and every taxicab operator in the city a due and reasonable notice in writing of the date and time of this hearing. The hearing shall be conducted by the city council for all persons interested in or affected by the application.

- (5) (3) Shuttle services are not required to have a taxicab operator's permit so long as they have a valid shuttle service permit. In addition to this permit, shuttle services must also obtain the following licenses from the Springdale City Clerk:

a. *A shuttle service license (issued annually).* In obtaining such license, the shuttle service operator shall present proof of their shuttle service permit. If at any time after the shuttle service license is issued by the city clerk, the shuttle service permit is revoked or suspended, or not renewed for any reason by the Northwest Arkansas Regional Airport Authority, then such shuttle service permit issued by the city clerk shall be canceled. Shuttle service operators are not subject to the taxicab rates set out in this article, nor any other restrictions set out in this article, ~~except those specifically set out in section 122-27(c)(5).~~

- (d) *General provisions.* Before any taxicab operator permit may be issued, the applicant shall satisfy the following conditions:

- (1) Every operator shall agree to abide by all laws and regulations now in force and/or enacted or promulgated in the future relating to the conduct of the taxicab business in the city.
- (2) Every operator shall maintain a fixed place of business and ~~every operator shall maintain an office open and staffed for a minimum of eight hours a day, five days a week~~ shall provide a copy of a business or occupancy permit from the city where the operator is based. Every operator shall have a telephone number in the name of the business, which is published ~~in the local directory,~~ and accessible through ~~directory assistance~~ the internet and social media.
- (3) Every operator shall agree to notify the administrator immediately upon change of business address.
- (4) Every operator shall provide for each taxicab a communication system to be approved by the administrator and comply with FCC regulations.
- (5) Every taxicab operator shall maintain a dispatch system in operation 24 hours each day, capable of providing reasonably prompt service in response to requests received by telephone. The dispatch system shall be approved by the administrator and comply with FCC regulations. Two-way radios or cell phones are allowed. ~~the preferred system.~~ CB, FRS, GMRS, or MURS radios ~~will~~ shall not be used as the source of communication between the operator's place of business and the taxicab picking up passengers.
- (6) Every operator providing taxicab service in the city shall at all times meet all safety standards required by state and federal law and minimum requirements established by the rules and regulations. All taxicabs must be in mechanically safe condition and must be equipped with basic equipment that ensures the safety and well being of the passengers. This includes, but is not limited to: operating air conditioning and heating systems, functional seat belts, non-cracked window glass, and exhaust system. Seats, floor

- coverings, and headliners shall be clean, sanitary, and free of visually unappealing, shabby, or torn areas.
- (7) No operator shall permit a taxicab to be operated in the city until it has been inspected and approved by the administrator. The administrator shall authorize the police department to perform an inspection on each taxicab before an operator permit is issued and an annual inspection every year thereafter to ensure compliance to all federal, state, and local rules and regulations. The administrator is authorized to make spot inspections of such taxicabs. If any taxicab operator in the city does not comply with the provisions of this article and established rules and regulations, a hearing ~~will~~ may be called at the request of the administrator in front of the ~~public vehicle commission~~ City Council to determine if the taxicab operator permit should be suspended or revoked.
- (8) Inspections. The operator shall inspect taxicabs on a daily basis for compliance with all pertinent provisions of this article and rules and regulations promulgated hereunder.
- (9) Insurance. Before any taxicab operator permit is issued, the applicant shall file with the administrator a copy of a policy of insurance issued by some good and solvent corporate insurer licensed to do business in the State of Arkansas covering separately, or on a schedule attached to such policy, each taxicab to be operated under the direction of such applicant. The policy must insure payment in accordance with the provisions thereof to any person, except employees of the applicant, for personal injuries to such person and for any damage to property, except property owned, rented to leased to, in charge of, or transported by the operator other than baggage of passengers, caused by the operation of such taxicab. The policy must be for the minimum amounts required under Arkansas law, ~~which are currently \$25,000.00 for the injury or death of any one person and subject to that limit for each person up to \$50,000.00 for each accident; and for damage to property, \$15,000.00 for each accident.~~ The city shall be listed as an additional insured on the policy, and is to receive notice from the insurance company of lapse or cancellation of such policy. Upon lapse or cancellation of such policy, the taxicab operator permit granted to the operator shall be suspended as of the day the operator's insurance ceases to be in effect: it will thereafter be unlawful for such operator to operate any taxicab in the city.
- (10) Identification. ~~The administrator shall allocate a sequence of numbers to each operator for the purpose of identifying all taxicabs. From that sequence an operator shall allocate a number for each of its taxicabs. This number shall be at least three inches in height; letters of the operator's name shall also be at least three inches in height. Both the number and name of the operator shall be permanently affixed to the taxicab in contrasting colors. The color scheme shall be approved by the administrator.~~
- (11) Transfer of taxicab operator permit. No taxicab operator permit granted under this article may be sold, assigned, transferred, leased or mortgaged without the approval of the ~~public vehicle commission~~ of the City Council.
- (12) Application and fees. Application for a taxicab operator's permit shall be made on forms provided by the Springdale City Clerk and such application shall be verified by oath and shall set forth the facts showing the qualifications of the applicant to render taxicab service within the City of Springdale, together with the facts the applicant considers justified and required in rendering to the public taxicab service. The application shall contain information as required and it shall be accompanied by an annual fee of \$100.00 base charge plus an annual \$10.00 charge per taxicab.

- (13) Criteria. At the hearing on an application, such factors as the following shall be taken into consideration:
 - a. Financial responsibility of applicant;
 - b. Moral character;
 - c. Number of vehicles to be operated;
 - d. Make, model, type and ownership of taxicab or taxicabs to be used;
 - e. Color scheme to be used;
 - f. Effect of additional taxicabs upon traffic congestion, vehicular and pedestrian alike;
 - g. Whether taxes have been paid when due;
 - h. Whether the applicant proposes to own, rent or lease some other taxicabs to be used in operating such service;
 - i. Total number of taxicabs in operation;
 - j. Whether the requirements of public convenience and necessity can be met and complied with only by the issuance of additional permits;
 - k. The resulting effect upon the business of existing permit holders and upon existing agencies of mass transportation in the city;
 - l. Whether the applicant will operate and continue to operate during the time that the taxicab operator permit shall remain in effect.
- (e) *Renewal or change in terms of taxicab operator permit.*
 - (1) Taxicab operators shall apply for renewal of their permits at least 60 days before expiration of their permits and the taxicab permits shall all expire on December 31 every ~~three~~ years. All permits issued shall expire on the same date, ~~and any permit issued pursuant to this ordinance shall first expire at 11:59 p.m. on December 31, 1999.~~
 - (2) A holder desiring a change in the terms or conditions of the permit must file with the administrator at least 60 days before the permit expires a written request stating reasons for the requested changes.
 - (3) If the administrator determines that a denial of an operator permit, renewal or material change in the terms or conditions of the permit is required, or if a holder requests a material change in the terms or conditions of the permit, the administrator shall submit for consideration to the ~~public vehicle commission~~ City Council a written report containing his recommendations. Upon action being taken by the ~~public vehicle commission~~ City Council, the administrator shall issue a denial of permit renewal or renew the permit as directed by the ~~public vehicle commission~~ City Council.
 - (4) If the permit expires through no fault of the holder before a ruling on the approval or denial of the renewal, the holder may continue to operate the taxicab service pending a final decision. The holder shall cease operation of the taxicab service immediately upon denial of the request for renewal by the ~~public vehicle commission~~ City Council.
- (f) *Taxicab driver's permit.*
 - (1) *Required.* No person shall operate a taxicab for hire in the city and no person who owns or controls a taxicab shall permit it to be so operated at any time for hire, unless the driver of said taxicab shall have first obtained and shall then have in force a taxicab driver's permit issued under the provisions of this chapter.
 - (2) *Qualifications.* No taxicab driver's permit shall be granted unless the applicant has the required Arkansas license for transporting passengers, and the applicant has no active suspension on his or her driving privileges in any state. Further, no permit shall be issued if the applicant has been convicted of a felony in the past five years. Further, no permit shall be issued if the felony conviction was for a sexual offense, an offense involving drugs, or the use of a firearm in the commission of the offense, or if it was a

- violent felony, regardless of when the felony occurred (there is no five-year limitation for this type [of] felony crime).
- (3) *Application.* Any person desiring a taxicab driver's permit shall, under oath, apply in writing to the administrator. The form of such application shall be developed by the administrator and shall include, but not be limited to, the age, name and address of the applicant. The police department shall also have the authority to require additional documentation, as needed, to process the application.
- a. Fee. A fee of \$5.00 shall be paid to the city at the time the original application is filed, and an annual fee of \$5.00 shall be assessed each year for renewal of the permit.
 - b. [Reserved.]
 - c. When the application is approved, the taxicab driver's permit shall be issued in card form designed by the administrator. The photograph of the driver shall be attached to the card. ~~Each driver will be given a taxicab drivers permit number which will be on such permit.~~ This card shall be posted in a prominent place in the taxicab as prescribed by the administrator and shall be shown to any passenger, police officer, or to the administrator upon request. Only one driver's permit shall be posted in a taxicab at any time.
 - d. Acknowledgment of application. The applicant shall acknowledge with any application that he or she understands that the taxicab driver's permit, if granted, will be for a specific period of time not to exceed one year, and an annual fee will then be charged for renewal of the permit. The applicant shall also acknowledge that it is his or her obligation to notify the administrator any time the drivers driving privileges are suspended, or the driver is convicted for driving while intoxicated or actual control of a motor vehicle while intoxicated.
- (4) *Investigation.* ~~Each applicant shall be given an~~ provide an Arkansas State Police criminal background check to have been performed within the preceding sixty (60) days. ~~form which they will complete and forward to the Arkansas State Police, Records Section, with required fee.~~ Each applicant shall obtain a driver's license history report from the department of finance and administration and pay any resulting fee. Upon return of the record check and driver's history report, the applicant will deliver it to the administrator for completion of the background investigation. The administrator shall forward all applications to the Springdale Police Department, Records Section, for a city criminal record check and traffic record. The police department shall return the application with the criminal record check and traffic record to the administrator. The administrator may develop rules and regulations with respect to the investigation and issuance of a taxicab driver's permit, but no driver's permit shall be issued if the applicant has a suspended or revoked driver's license in any state. Renewal of permit shall require a ~~yearly~~ driver's history report ~~to be submitted~~ and an Arkansas State Police background check to have been performed within the preceding sixty (60) days ~~performed on a bi-annual basis.~~
- (5) *Duplicate driver's permit.* Upon presentation of convincing evidence that a taxicab driver's permit has been lost or destroyed and payment of a replacement fee of \$2.50 the administrator shall issue a duplicate driver's permit.
- (6) *Penalty for DWI.* Suspension of taxicab driver's permits shall be for three years for the conviction of driving while intoxicated.

- (7) *Smoking prohibited.* No taxicab driver or other employee of the taxicab company shall smoke in the taxicab while passengers are present.
- (g) *Use of scanner prohibited; monitoring of other operators' calls prohibited.* The use of scanners and the monitoring of other operators' calls is hereby prohibited.
- (h) *Emergency suspension; grounds for suspension or revocation of permit.* The administrator has the power to suspend a taxicab operator permit or a taxicab driver's permit in the case of an emergency. The administrator also has the power to seek an injunction in the event of such emergency. The administrator shall hold hearings and make recommendations to the ~~public vehicle commission~~ City Council concerning suspension or revocation of operators' and drivers' permits. Such action may be taken for, but shall not be limited to, violation of rules and regulations as developed by the administrator, violation of this article, the criminal laws of the State of Arkansas, or the laws of the United States.
- (i) *Hearings.* If a taxicab operator or driver feels aggrieved by any action taken by the administrator, such person can appeal the decision of the administrator to the ~~public vehicle commission~~ City Council. ~~If any taxicab operator or driver feels aggrieved by any decision by the public vehicle commission, such person may take an appeal to the city council for the city. If there is an appeal from the administrator's decision to the public vehicle commission, such appeal will be heard within ten days after the public vehicle commission is notified that a hearing is requested. If an appeal is taken to the city council, the council shall set a hearing on the appeal within 21 days after the city clerk is notified of such appeal request.~~

Section 3: Section 122-28 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-28. - Taxicab service.

All persons engaged in the taxicab business in the city shall answer all calls received for services inside the corporate limits of the city as soon as they can do so; and if such services cannot be rendered within a reasonable time, they shall then notify the perspective passenger how long it will be before the call can be answered and give the reason(s) therefor. Any holder who refuses to accept a call anywhere in the corporate limits at any time the holder has taxicabs available or fails or refuses to provide taxicab service shall be deemed to have failed to satisfy the ~~public convenience and necessity~~ requirements of the taxicab operator permit issued to such holder. Any holder failing to provide the service herein set forth would be subject to the suspension/revocation provisions of Section 26-42.1. of the Code of Ordinances of the City of Springdale, Arkansas. ~~may be required to appear before the administrator to show cause why such permit should not be suspended or revoked.~~ However, this provision does not prohibit a driver from refusing to transport an unruly or disorderly person.

Section 4: Section 122-30 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-30. - Rates of fare.

- (a) A holder or a taxicab driver shall not charge a fare for operating a taxicab in the city except as provided in this chapter. ~~A holder may propose a change in the rates of fare by filing the proposal with the administrator for consideration by the public vehicle commission.~~
- (b) The ~~public vehicle commission~~ City Council shall hold a hearing to consider the proposed change in rates of fare after due and reasonable notice to each and every taxicab operator affected shall have been given and after adequate opportunity to be heard with respect thereto shall have been afforded to each and every taxicab operator. After the hearing, the

~~public vehicle commission~~ City Council may approve, disapprove, or modify the proposed change.

- (c) ~~The public vehicle commission shall annually review the maximum ceiling meter rates as provided for in this chapter to determine the appropriateness of the rate after a determination a change in the rates is needed, such recommended change shall be certified by the public vehicle commission to the city council. The new rates shall not be effective until passage of a resolution by the city council. All rates shall apply equally and uniformly to all permit holders in the City of Springdale.~~

Section 5: Section 122-31 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-31. - Meter rates established.

- (a) It shall be unlawful for any person, owning, operating, driving, or in charge of any taxicab for hire in the city to drive or operate such taxicab, or to use or advertise in connection therewith the word "taxi," "taxicab," or "cab" or in soliciting trade from the public to represent or exhibit such vehicle as a "taxi," "taxicab," or "cab" unless such vehicle is equipped with an approved taximeter according to the provisions of this chapter. An approved taximeter is a taximeter that registers accumulating fare charge with each amount being visible to passenger(s).
- (b) All rates for taxicab service shall be filed with the City Clerk and posted in the cab with no rate increase levied by the licensee greater than ten percent in any six-month period without approval by the City Council pursuant to Sec. 122-30(b) herein. Meter rates shall be used exclusively by all taxicabs excluding waiting time except as provided in subsection (e) of this section. ~~The ceiling rates shall apply to all taxicabs operating in the city, and the ceiling rates may be amended by the city council by passage of a resolution.~~

~~The following rates are effective as of June 10, 2008:~~

- (1) ~~Exclusive ride. Ceiling rate, no more than a rate of:~~
- ~~a. Initial meter charge \$3.50~~
 - ~~b. Charge per mile 2.25~~
- (2) ~~No more than \$1.00 per additional person shall be charged.~~
- (3) ~~Waiting time ceiling rate, not to exceed \$18.00 per hour.~~
- (4) ~~A \$1.00 per pick-up fuel surcharge shall be charged.~~
- (c) Under the share ride, a maximum of three pickups at different locations shall be permitted; after which all parties must reach their destination before additional pickups can be made.
- (d) Passengers shall pay only the fare which appears on the meter. If no fare appears on the meter, the passenger's ride shall be free, except as provided in subsection (e) and excluding waiting time.
- (e) A taxicab operator may make special contractual arrangements in advance with persons at fares either higher or lower than those set forth by this article, but such contract must be in writing and a copy thereof filed with the administrator.

Section 6: Section 122-35 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 122-35. - Application for additional taxicabs; hearing.

The holder of a valid taxicab operator permit operating taxicabs in the city may file with the administrator an application for an increase in the number of taxicabs operated by such holder in accordance with standards adopted in subsection 122-27(d)(13) which application shall set forth:

- (1) That the applicant is in compliance with the statutes of the State of Arkansas, the ordinances, rules and regulations of the city pertaining to the operation of taxicabs;
- (2) The number of taxicabs operated by applicant;
- (3) The number of additional taxicabs requested by the applicant;
- (4) The facts which ~~constitute public convenience and necessity~~ justifying the additional service.

Upon the filing of such application, a hearing on the application shall be conducted by the ~~public vehicle commission~~ City Council. All persons interested in or affected by such application may appear in person or by representatives at such hearing and introduce evidence and be heard in support of or in opposition to such application.

Section 7: All other provisions of Chapter 122 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

Section 8: 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 October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5893.

RESOLUTION NO. 154-23 – AUTHORIZING PAYMENT OF AN INVOICE FOR PURCHASE OF ARTIFICIAL TURF FOR 2023 BOND PROJECT NO 23BPP1

Council Member Mike Lawson presented a Resolution authorizing payment of an invoice for the purchase of artificial turn for 2023 Bond Project No. 23BPP1.

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING PAYMENT OF AN INVOICE
2023 BOND PROJECT NO. 23BPP1**

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

WHEREAS, The City has received an invoice for \$1,840,410.00 for the purchase and installation of artificial turf for Bond Project No. 23BPP1.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to pay GeoSurfaces, Inc., \$1,840,410.00 with funds from the 2023 Bond Funds.

PASSED AND APPROVED this ____ day of October, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 154-23.

**ORDINANCE NO. 5894 – RELEASING, VACATING AND ABANDONING A PORTION OF
A UTILITY EASEMENT LOCATED ON 4042 SAULSBURY STREET, SPRINGDALE,
BENTON COUNTY, ARKANSAS**

City Attorney Ernest Cate presented an Ordinance releasing, vacating and abandoning a portion of a utility easement located on 4042 Saulsbury Street, Springdale, Benton County, Arkansas. The petitioners are R. Duane and Brandi L. Humphries.

There were no comments made at the public hearing held earlier tonight.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5894.

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 6:23 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer