

CITY OF SPRINGDALE
City Council Committee Agenda
Monday, March 16th, 2026
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

Finance Committee by Chairman Jeff Watson

1. **A Resolution** amending the 2026 Budget of the City of Springdale, Arkansas. Presented by Colby Fulfer, Chief of Staff. Pg. 1
2. **A Resolution** authorizing the execution of an engineering services contract for Dean's Trail Phase IIIB environmental clearance. Presented by Ben Peters, Engineering Director. Pgs. 2-23
3. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid Funds for the following project: Watkins Trail – 48th to Cambridge. Presented by Ben Peters, Engineering Director. Pgs. 24-25
4. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid Funds for the following project: Watkins Trail – Maple to 412. Presented by Ben Peters, Engineering Director. Pgs. 26-27
5. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid Funds for the following project: East Emma Streetscape. Presented by Ben Peters, Engineering Director. Pgs. 28-29
6. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-Aid Funds for the following project: Gene George Phase III – City Limits to Johnson Mill Blvd. Presented by Ben Peters, Engineering Director. Pg.

Community Development Block Grant Committee by Chairman Aaron Huntley

7. **A Review** by the Community Development Block Grant (CDBG) Committee for the 2026 Action Plan. Presented by Dean Allen, CDBG Manager. Pgs. 31-34

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET OF THE CITY
OF SPRINGDALE, ARKANSAS.

WHEREAS, the 2026 budget contains \$136,368 appropriated in Administration line item 101-0101-411.30-10 for pensions, and

WHEREAS, the City Attorney has announced his retirement effective May 1, 2026, and

WHEREAS, the Code of Ordinances of the City of Springdale Section 2-51 addresses retirement benefits for certain city officials, and

WHEREAS, the elected official may opt to forfeit the City of Springdale’s retirement contribution in lieu of the optional retirement at the rate of one-half of the annual salary, and

WHEREAS, the annual pension amount of \$80,575 shall be prorated in 2026 in the amount of \$53,720,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2026 budget is hereby amended as follows:

		Present			Proposed
<u>Department</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Budget</u>	
Administration	101-0101-421.30-10	\$136,368	\$53,720	\$190,088	

PASSED AND APPROVED this ____ day of March, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
EXECUTION OF AN ENGINEERING SERVICES
CONTRACT FOR DEAN’S TRAIL PHASE IIIB
ENVIRONMENTAL CLEARANCE**

WHEREAS, the City of Springdale has completed design work on Phase IIIB of Dean’s Trail, and;

WHEREAS, the project was awarded Safe Streets and Roads for All funding, which requires environmental clearance documentation in accordance with the National Environmental Policy Act, and;

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Garver, LLC as the firm most qualified to provide the needed environmental services, and;

WHEREAS, the contract has been submitted for approval with a total cost of \$59,100.00.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Garver, LLC, to be paid out of the 2023 Bond Fund.

Section 2. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

PASSED AND APPROVED this ____ day of March, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Springdale, Arkansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to extend Dean’s Trail from the end of Phase 3A from Don Tyson Parkway southward to Lake Fayetteville for approximately 1 mile (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within sixty (60) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver 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.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Notwithstanding anything in this Agreement to the contrary, Garver shall have no obligation to deliver the Deliverables to Owner until payment has been received for the same.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS,



IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

6.2.5. **THIRD-PARTY CLAIMS FOR INFRINGEMENT.** Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. **Exclusions.** Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. THIS SECTION CONTAINS OWNER'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

6.2.6. **License.** Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.2.7. **Notwithstanding any provision to the contrary,** Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low



construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.



7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence. Nothing herein shall constitute a waiver of Owner's statutory tort immunity pursuant to Ark. Code Ann. § 21-9-301.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.



9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Fayetteville, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.



- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide



at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:



Exhibit A – Scope of Services
Exhibit B – Fee Summary
Exhibit C – Insurance

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

[Signatures follow]



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

City of Springdale

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Zach Moore
Printed Name

Title: _____

Title: Transportation Team Leader

Date: _____

Date: 03/03/2026

Attest: _____

Attest: Luke Fuedle

EXHIBIT A
(SCOPE OF SERVICES)

1. General

Generally, the scope of services includes environmental services and documentation for Dean's Trail Phase IIIB.

2. Environmental Services

2.1. Environmental Data Collection

The Consultant will develop an environmental study area, collect preliminary environmental data associated with the proposed project area, and will assess the data to identify potential social, economic, and environmental impacts resulting from the project. Only one build alternative will be assessed. Preliminary environmental data will include:

- a. Air Quality
- b. Noise Quality
- c. Hazardous Materials
- d. Wetlands and Stream Impacts
- e. Water Quality, including Public Drinking Supplies
- f. Farmland
- g. Land Use and Land Cover
- h. Migratory Birds
- i. Terrestrial and Aquatic Communities
- j. Endangered and Threatened Species
- k. Economic
- l. Community
- m. Relocations, including Homes, Businesses, Non-profit Organizations and Tenants of all types
- n. Title VI
- o. Recreational Areas
- p. Archeological and Historic Sites
- q. Visual
- r. Section 4(f) and 6(f) Properties
- s. Secondary and Indirect Impacts

2.2. Environmental Constraints Map

All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas and provided to the Designers for avoidance and minimization of impacts. Environmentally sensitive areas and recreational facilities will be provided to the Roadway Designers for avoidance, and/or minimization of impacts and/or notation on the plans as a restraining condition

2.3. Location and/or Design Alternatives

- 1) Prepare an exhibit of the project which will include but not be limited to alignment, major drainage structures and any intersection locations. Development of the single build alternative shall include early and continuous coordination with the City, FHWA, and appropriate resource agencies.
- 2) After the preferred alternative has been reviewed by the City and FHWA, a final determination will be made as to which type of National Environmental Policy Act (NEPA) environmental

document (Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion) is warranted. For the purposes of this agreement, it is assumed that a Tier III Categorical Exclusion will be utilized for environmental documentation.

2.4. Public Involvement Meeting

Public involvement will consist of one in-person, public meeting. A Location and/or Design Public Hearing(s) is not anticipated and is beyond the scope of work.

- 1) Plan, coordinate, participate in, and assist the City in conducting one Public Involvement Meeting near the project area. Identify the logistics involved in selecting the meeting location and time with the City. The City will subsequently secure/reserve and pay any rental costs for such site and any necessary equipment.
- 2) Prepare and submit the notice of public involvement meeting to the City for review and approval. Place the approved notice in a local newspaper in accordance with FHWA policies and requirements.
- 3) Prepare public involvement displays, sign-in sheets, comment sheets, and other materials for the Public Involvement meeting as necessary. Provide adequate numbers of handouts and displays for the public involvement meeting and will provide up to four (4) personnel members to support the Public Involvement Meeting by being prepared to answer questions and explain all concepts of the proposed project.
- 4) Compile comments received at the Public Meeting and document the same in the form of a synopsis that will include comments cards, letters, attendance sheets, summary of input, response to public comments, etc. This will include a Title VI report and photographs or copies of informational displays, handouts, etc.

2.5. Section 4(f) Documentation

Garver will prepare Section 4(f) exemption documentation and coordinate with the City of Fayetteville in order to obtain Section 4(f) clearance for proposed impacts to the existing Lake Fayetteville Trail.

2.6. Cultural Resources and Historic Properties

- 1) Perform a cultural resources impact evaluation and comparison for the NEPA document based on state records research and on-site inspection of high probability sites, and a historic structures survey for all alternatives.
- 2) Conduct surveys and complete and submit a cultural resources report to the State Historic Preservation Office (SHPO). The survey and report will be performed by Garver's subconsultant, Flat Earth Archeology. Cultural resources clearance will be required for the final environmental documentation.
- 3) Coordinate with FHWA for tribal consultation and correspondence.

2.7. Biological Investigations

A site visit was conducted in February 2023 by Garver and identified no wetlands or streams. Based on the previous findings, no Section 404 permitting is anticipated or included in this scope of work. However, a small portion of the proposed trail occurs outside the area investigated in 2023 and will need to be investigated to show Section 404 compliance and for proper documentation in the NEPA document. Thus, Garver will:

- 1) Conduct a wetland and stream delineation within any area that was not surveyed in 2023 and confirm existing conditions within previously surveyed areas in order to determine the limits of all jurisdictional waters of the United States and potential jurisdictional wetlands within the project limits. Project impacts to jurisdictional waters, including wetlands and streams, will be

determined. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location.

- 2) Prepare a consolidated report of findings for the entire project area for inclusion in the NEPA document.
- 3) Contact the U.S. Fish and Wildlife (USFWS) via their Information for Planning and Consultation tool to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat, and mitigation. If suitable habitat for any listed threatened or endangered species is encountered, it may be necessary to survey for these species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope. Garver will prepare a Section 7 consultation package to be submitted to USFWS. Formal consultation with USFWS is beyond this scope of work.

2.8. Hazardous/Regulated Materials

- 1) Conduct a literature and database review and a visual survey to identify potential hazardous/regulated material sites in the vicinity of the proposed project. The results of this effort shall be documented in the Environmental Documentation. The work shall include:
 - a. Overview and Summary of Hazardous Materials Sites within the Study Area – This initial screening will include a review and evaluation of applicable state and federal regulatory agency databases.
 - b. Identification of Sites of Concern – A review and evaluation of the following list will be performed for the reasonable and feasible alternatives: CERCLA, NPL, RCRA, RST, LRST, State Superfund, City Solid Waste Landfills.
 - c. Visual survey of study area.

2.9. Environmental Document and Clearances

It is assumed that a Tier III Categorical Exclusion will be utilized for environmental documentation. The preparation of an Environmental Assessment and Finding of No Significant Impact are not anticipated, and these documents are excluded from this scope of work.

- 1) Prepare a Tier III Categorical Exclusion document. Include location studies, a cultural resources survey, a habitat assessment and informal Section 7 consultation under the Endangered Species Act, and documentation of Section 4(f) exemption. An Environmental Assessment document is not anticipated to be required and outside of this scope of work.
- 2) Submit draft environmental document in electronic format for review by the City and FHWA.
- 3) Perform revisions necessary to respond to comments from the City and up to two rounds of comments from FHWA.
- 4) Submit final draft to the City and to FHWA approval. An electronic copy of the approved environmental document in pdf format will be provided to the City.

2.10. Permits and Special Provisions

- 1) Prepare special provisions related to environmental commitments and protection. The Consultants' Environmental Staff shall work with the Roadway Designers to ensure all environmental commitments and regulatory requirements are incorporated into project plans and contracts by use of plan sheet notes, general notes and special provisions.
- 2) Coordinate and obtain appropriate federal and state permits and clearances (Section 106, Section 404, Short Term Activity Authorization [STAA], stormwater pollution prevention plan

- [SWPPP], etc.) necessary for environmental clearance and to construct the proposed project in compliance with the City, state, and federal regulations. Only Section 106 clearance and a small site SWPPP are anticipated. Neither a STAA nor a USACE Section 404 permit is anticipated to be required.
- 3) Close coordination should be maintained with FHWA to ensure that all aspects of the environmental process meet FHWA approval. This includes approval of deliverables and dates of delivery for each task.

3. Project Deliverables

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

- 3.01 SHPO approved Cultural Resources Report prior to Environmental Document in electronic format
- 3.02 Newspaper advertisements and/or Legal Notices (English and Spanish) in electronic format
- 3.03 Public Meeting announcement
- 3.04 Project Mailing List database, updated as necessary in Microsoft Excel
- 3.05 Technical handouts for the Public Meeting (up to 100 hard copies)
- 3.06 Comment forms for the Public Meeting (up to 100 hard copies)
- 3.07 Sign-in Sheets for the Public Meeting (up to 10 hard copies)
- 3.08 Exhibits/displays for the Public Meeting (up to 10 exclusive displays)
- 3.09 Synopsis of Public Meeting (2 copies)
- 3.10 Draft CE submittal to City, ARDOT and FHWA in MS Word format for text and pdf format for figures and attachments (up to 10 copies)
- 3.11 Final CE submittal to City, ARDOT and the FHWA
- 3.12 SWPPP and permit application

4. Extra Work

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

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- B. Submittals or deliverables in addition to those listed herein.
- C. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- D. STAA Permit
- E. USACE Section 404 permit
- F. NEPA Class of Action beyond Categorical Exclusion such as Environmental Assessment or Environmental Impact Study

Exhibit B

City of Springdale Dean's Trail Phase IIIB NEPA Documentation

FEE SUMMARY

Title I Service	Estimated Fees
Environmental Services	\$ 59,100.00
Subtotal for Title I Service	\$ 59,100.00



Exhibit B
City of Springdale
Dean's Trail Phase IIIB NEPA Documentation
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 135.00	RS-1	\$ 108.00
E-2	\$ 157.00	RS-2	\$ 143.00
E-3	\$ 180.00	RS-3	\$ 202.00
E-4	\$ 211.00	RS-4	\$ 278.00
E-5	\$ 257.00	RS-5	\$ 348.00
E-6	\$ 316.00	RS-6	\$ 428.00
E-7	\$ 439.00	RS-7	\$ 478.00
Planners		Environmental Specialists	
P-1	\$ 163.00	ES-1	\$ 108.00
P-2	\$ 204.00	ES-2	\$ 136.00
P-3	\$ 254.00	ES-3	\$ 174.00
P-4	\$ 284.00	ES-4	\$ 205.00
P-5	\$ 320.00	ES-5	\$ 258.00
Designers		ES-6	\$ 331.00
D-1	\$ 123.00	ES-7	\$ 414.00
D-2	\$ 140.00	ES-8	\$ 468.00
D-3	\$ 167.00	Project Controls	
D-4	\$ 200.00	PC-1	\$ 110.00
D-5	\$ 246.00	PC-2	\$ 146.00
Technicians		PC-3	\$ 186.00
T-1	\$ 99.00	PC-4	\$ 238.00
T-2	\$ 119.00	PC-5	\$ 291.00
T-3	\$ 145.00	PC-6	\$ 376.00
T-4	\$ 187.00	PC-7	\$ 472.00
Surveyors		Management / Administration	
S-1	\$ 60.00	AM-1	\$ 78.00
S-2	\$ 80.00	AM-2	\$ 100.00
S-3	\$ 108.00	AM-3	\$ 139.00
S-4	\$ 154.00	AM-4	\$ 178.00
S-5	\$ 195.00	AM-5	\$ 218.00
S-6	\$ 227.00	AM-6	\$ 283.00
S-7	\$ 269.00	AM-7	\$ 363.00
S-8	\$ 339.00	M-1	\$ 530.00
2-Man Crew (Survey)	\$ 234.00		
3-Man Crew (Survey)	\$ 293.00		
2-Man Crew (GPS Survey)	\$ 289.00		
3-Man Crew (GPS Survey)	\$ 359.00		
Construction Observation			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 277.00		

Exhibit B

City of Springdale Dean's Trail Phase IIIB NEPA Documentation

ENVIRONMENTAL SERVICES

WORK TASK DESCRIPTION	ES-4	ES-1	ES-2	ES-3	ES-1	ES-5
	\$205.00	\$108.00	\$136.00	\$174.00	\$108.00	\$258.00
	hr	hr	hr	hr	hr	hr
1. Environmental Data Collection						
a. Air Quality		1				
b. Noise Quality		1				
c. Hazardous Materials		1	1			
d. Wetlands and Stream Impacts		1	1			
e. Water Quality, including Public Drinking Supplies		1				
f. Farmlands	1	3				
g. Land Use and Land Cover		1				
h. Migratory Birds		1				
i. Terrestrial and Aquatic Communities		1				
j. Endangered and Threatened Species	1	1				
k. Economic		1				
l. Community		1				
m. Relocations, including Homes, Businesses, Non-profit Organizations and Tenants of all types		1				
n. Title VI		1				
o. Recreational Areas	1	1				
p. Archeological and Historic Sites		1				
q. Visual		1				
r. Section 4(f) and 6(f) Properties	1	1				
s. Secondary and Cumulative Impacts		1				
Subtotal - Environmental Data Collection	4	21	2	0	0	0
2. Environmental Constraints Map						
Draft Constraints Map	1		8			
Site Reconnaissance		1				
Draft Constraints Memo	1	8				
Final Constraints Memo	2		1			
Subtotal - Environmental Constraints Map	4	9	9	0	0	0
3. Location and/or Design Alternatives						
Exhibit	2					
Minimization and Mitigation of Impacts	2					
Subtotal - Location and/or Design Alternatives	4	0	0	0	0	0
4. Public Involvement Meeting						
Agency Letters and Map	2	6	4			
Meeting Coordination, Participation, Attendance	8			12	12	
Public Meeting Materials	10			5	35	
Internal QC Reviews	4			2		
Public Meeting Synopsis				4	15	
Subtotal - Public Involvement Meeting	24	6	4	23	62	0
5. Cultural Resources and Historic Properties						
Coordination with Subconsultant, SHPO, & ARDOT	5					
Draft Tribal Letters and Map	1	4	4			
Properties	6	4	4	0	0	0
6. Biological Investigations						
Site Visit to Confirm Features (prep, travel, visit)		3				
Prepare a Report of Findings for Wetlands/Streams	1	8	4			
Obtain IPaC Documents	1	2				
Subtotal - Biological Investigations	2	13	4	0	0	0

Exhibit B**City of Springdale
Dean's Trail Phase IIIB NEPA Documentation****ENVIRONMENTAL SERVICES**

WORK TASK DESCRIPTION	ES-4	ES-1	ES-2	ES-3	ES-1	ES-5
	\$205.00	\$108.00	\$136.00	\$174.00	\$108.00	\$258.00
	hr	hr	hr	hr	hr	hr
7. Hazardous/Regulated Materials						
Literature and Database Review	1					
Subtotal - Hazardous/Regulated Materials	1	0	0	0	0	0
8. Environmental Document and Clearances						
Prepare Draft CE	24	16				1
Internal QC & Addressing Comments	1					3
Addressing ARDOT & City Comments on Draft 1 of CE	6	4	4			
Addressing ARDOT Comments on Draft 2 of CE	3	2				
Subtotal - Environmental Document and Clearances	34	22	4	0	0	4
9. Permits and Special Provisions						
Prepare Special Provisions	2	1				
Prepare a Small Site SWPPP & NOC	1	10	4			
Subtotal - Permits and Special Provisions	3	11	4	0	0	0
10. Project Management						
Coordination with Client and ARDOT	4	2				8
Project Management and Invoicing	4	2				8
Subtotal - Project Management	8	4	0	0	0	16

Hours	90	90	31	23	62	20
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Salary Costs	\$18,450.00	\$9,720.00	\$4,216.00	\$4,002.00	\$6,696.00	\$5,160.00
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SUBTOTAL - SALARIES:	\$48,244.00
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DIRECT NON-LABOR EXPENSES

Mileage for Biological Site Visit (34 mi roundtrip)	\$23.80
PI - Mileage for PI Site Visit (34 mi roundtrip from Roger	\$23.80
PI - Printing (8 1/2 x 11 B&W), 300 at \$0.1 ea	\$30.00
PI - Public Display Boards, 6 at \$100 ea	\$600.00
PI - Public Involvement Advertisements, (2 English at \$600 ea, 2 Spanish at \$400 ea)	\$2,000.00
PI - Rollplot, 2 at \$125 ea	\$250.00
PI - Mailings (Postcards + EDDM)	\$1,580.00
Printing	\$56.00
Field Supplies (1 person, 1 trip for site visit)	\$12.40

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$4,576.00
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SUBTOTAL:	\$52,820.00
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SUBCONSULTANTS FEE (Flat Earth Archeology, LLC):	\$6,280.00
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TOTAL FEE:	\$59,100.00
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**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID FUNDS FOR THE FOLLOWING
PROJECT: WATKINS TRAIL – 48th TO CAMBRIDGE

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for Watkins Trail – 48th to Cambridge.

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2026.

Doug Sprouse, Mayor

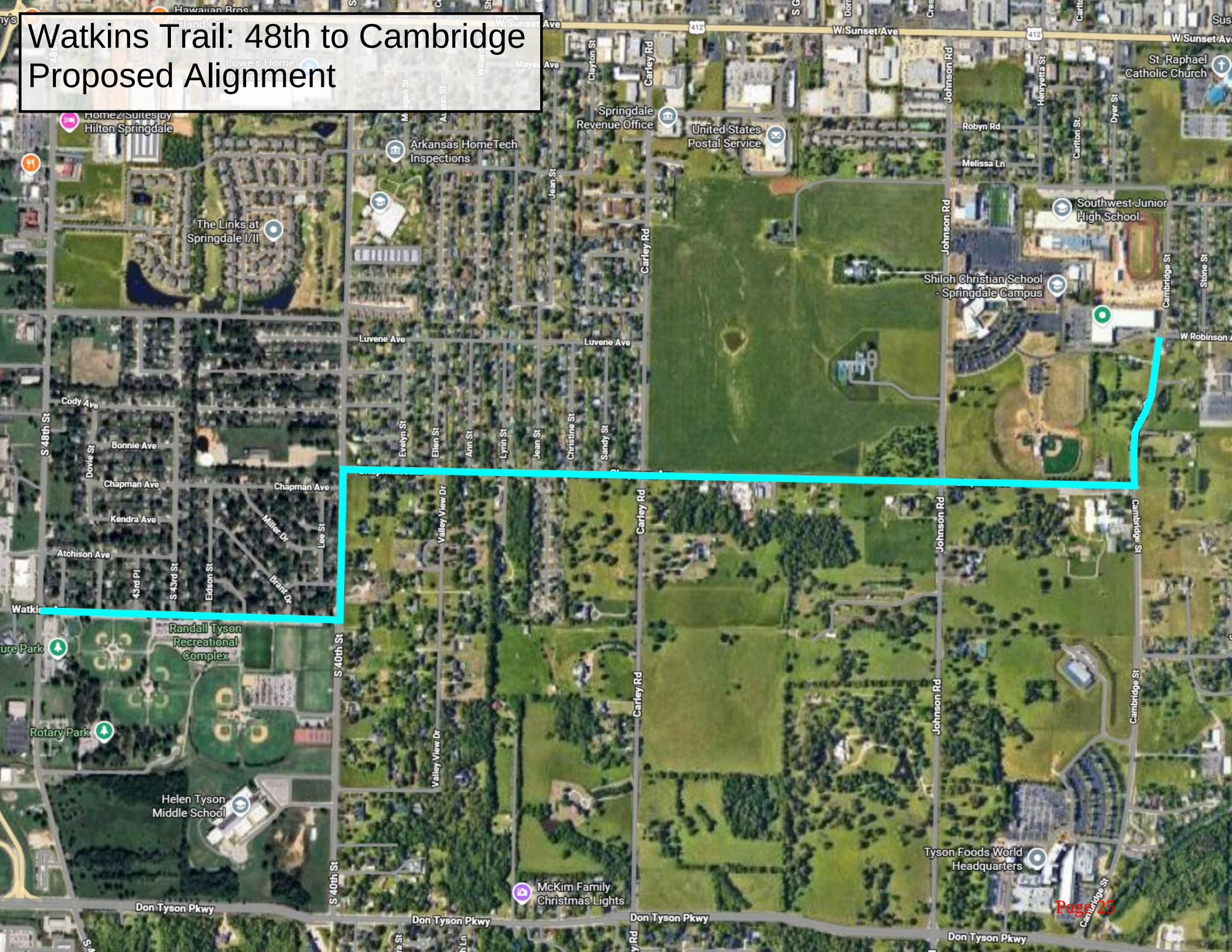
ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Watkins Trail: 48th to Cambridge Proposed Alignment



RESOLUTION NO._____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID FUNDS FOR THE FOLLOWING
PROJECT: WATKINS TRAIL – MAPLE TO 412**

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for Watkins Trail – Maple to 412.

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2026.

Doug Sprouse, Mayor

ATTEST:

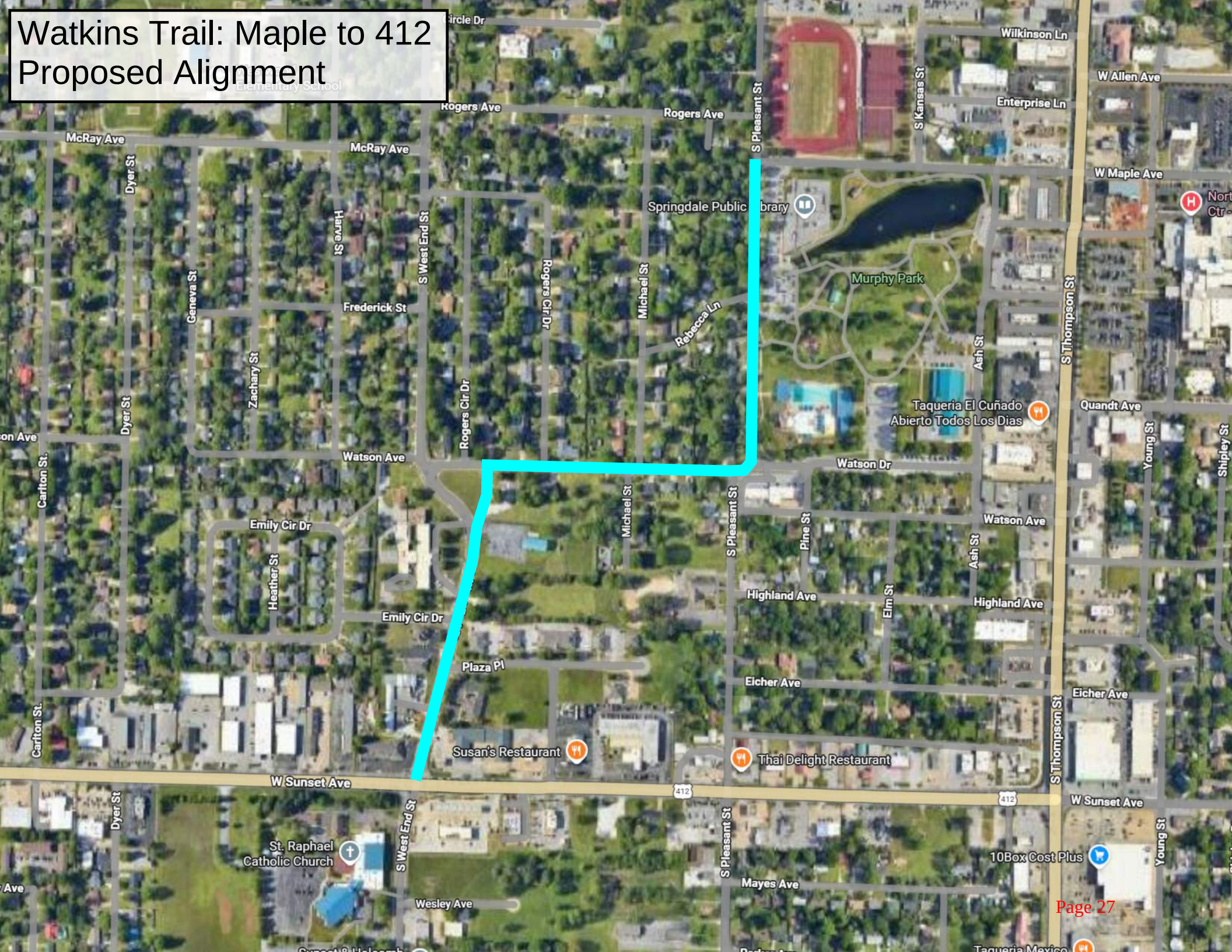
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Watkins Trail: Maple to 412

Proposed Alignment



RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID FUNDS FOR THE FOLLOWING
PROJECT: EAST EMMA STREETSCAPE

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for East Emma Streetscape.

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, including providing of the local match requirement.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2026.

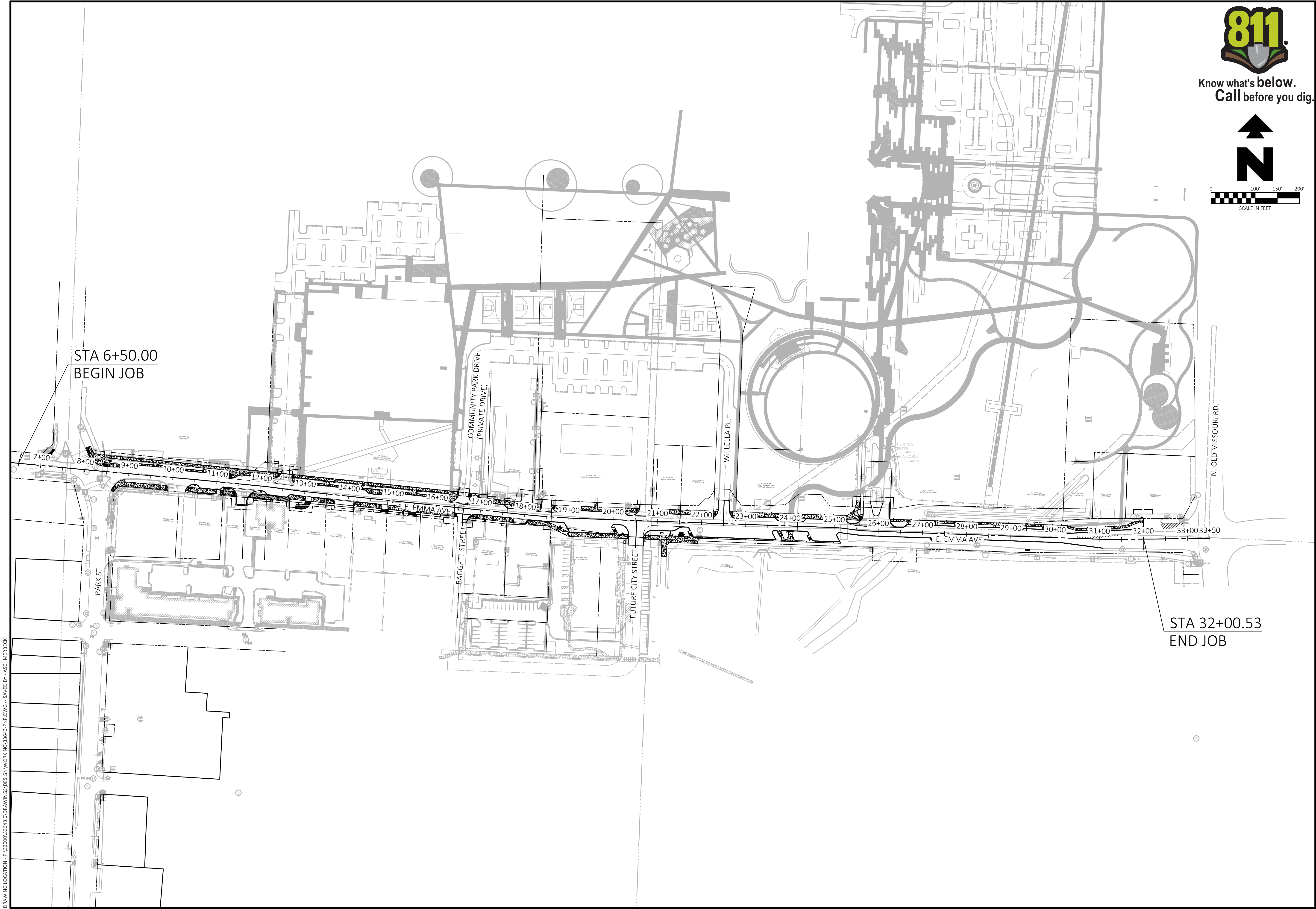
Doug Sprouse, Mayor

ATTEST:

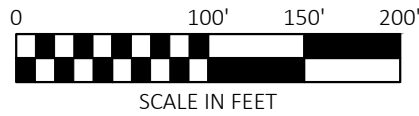
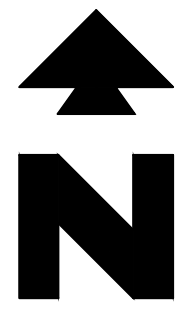
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Know what's below.
Call before you dig.



CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, STE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

CITY OF SPRINGDALE
EAST EMMA AVENUE STREETSCAPE
SPRINGDALE, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	ADS
PROJECT MANAGER	AN
DESIGNER	PAT
CEI PROJECT NUMBER	33643
DATE	10/9/2025
REVISION	90%

OVERALL SITE PLAN

SHEET TITLE
SHEET NUMBER

4

DRAWING LOCATION - P:\33000\33643.D\DRAWINGS\DESIGN\WORKING\33643-PNP.DWG - SAVED BY - ASCHERBECK

© 2025 CEI ENGINEERING ASSOCIATES, INC.

RESOLUTION NO._____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO ACT AS
A CO-APPLICANT FOR THE FOLLOWING PROJECT:
GENE GEORGE PHASE III – CITY LIMITS TO
JOHNSON MILL BLVD**

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

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

SECTION 1: The City of Springdale authorizes the application submittal for Gene George Phase III – City Limits to Johnson Mill Blvd.

SECTION 2: The City of Springdale will participate in accordance with its designated responsibilities in this project, except providing of the local match requirement which will be committed by the City of Johnson.

SECTION 3: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION 4: The City of Springdale pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

PASSED AND APPROVED this ____ day of March, 2026.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

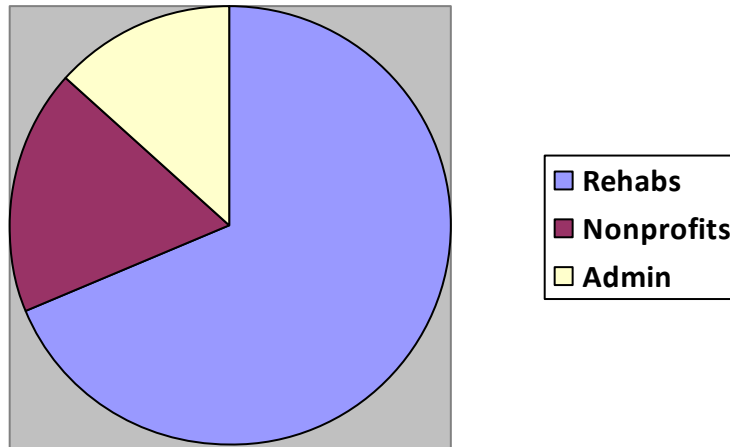
Ernest Cate, City Attorney

CDBG FY2025- FY2026 Program Summary

The City of Springdale Entitlement funding for FY25 was \$862,531* The funds will be dispersed as such.

**Estimated, award will be in April of 2026*

The Program year starts for FY25: July1, 2026 and ends June 31, 2027



The City of Springdale is an entitlement city in the Department of Housing & Urban Development's (HUD) Community Development Block Grant (CDBG) Program and receives a formula grant annually. The primary objective of the CDBG Program is the preservation and development of viable communities by providing decent housing, a suitable living environment, economic development opportunities, public services and public facilities principally for low- and moderate-income persons.

The activities contained in the City's work program are as follows:

- **Housing Services and administration** (*not capped*)- Rehabilitation of owner-occupied single-family dwellings from 1978 or older, including emergency repairs-- ±\$622,413 - 51%
- **Direct grant to Nonprofit organizations** (*capped at 15%*) -- \$129,350
- **Program administration** (*capped at 20%*) using 10.4%-- \$75,000
- **Public Facility** (*not capped*)- Spring Creek Bridge- Projected for FY25 or FY26 funds (\$400k) this will come out of the Housing Services.
- 100% dedicated funding for the low-income families
- Last fiscal year we rehabilitated 20 homes affected at least 102 family members.
- Qualifying conditions for homeowner assistance are; the structure was built on or before 1978 -and the home owner can meet established income qualified. The qualified application must have occupied the home for more than a year. Guidelines provided by HUD are used to ensure accuracy.
- Anticipated completion time for rehabilitation project is approximately 40 days.
- In this fiscal year (FY24), we have completed 11 moderate rehabilitations with the total being \$380,003.50 with the average of \$34,545.
- We have 4 rehabilitations that are under contract with the total being \$71,365
- We have 5 on the waiting list

- Program Income received from sold homes in **FY24** \$52,345.24
 - 7 homes sold
- Program Income received from sold homes in **FY25**: \$24,237.50
 - 2 homes sold as of 12/4/25
- The nonprofit organizations that were funded for FY25: 15%
 - BTX Sports and Fitness- \$23,268
 - VFW Post 2952- \$23,268
 - Feed the 479-\$19,268
 - Community Clinic- \$11,268
 - Compassion House- \$23,268
 - CASA of NWA- \$19,268
 - CoC of NWA- \$9,768

Public Service Applicants

2026 Program Year: July 1, 2026-June 30, 2027

The city is anticipating funding from HUD to be **\$862,531**
 (Using 15% of Federal Funds allocated will be– **\$129,350**)

By April, we will know the amount from HUD and we will adjust the amounts, more or less to meet requirements.

Eligible Activities: Homelessness, Welfare Services, Child Care/ development, Medical Care and Senior Citizen Care.

All HUD requirements to Create a suitable living environment was met by all organizations.

Below are the organizations that are requesting to be funded in FY2026 and to be approved by City Council.

Applicant	Funds Requested
BTX Sports Fitness Club/ Indigenous Outreach <i>To bridge the gap between indigenous people, Marshallese and all those in between, by providing a safe and supportive environment for youth to grow physically, mentally and spiritually.</i>	\$15,600 Funding Years: FY24, FY25
Compassion House <i>Healthy Lives Program for Pregnant Teen Youth</i>	\$15,600

<i>and their Babies – case management for pregnant teens and their infants, curriculum for life skills classes, fuel costs for transporting residents to and from prenatal care, counseling, school, and mentoring.</i>	Funding Years: FY20, FY21, FY22, FY23, CV1, FY24, FY25
VFW Post 2952 <i>Emergency relief: veteran assistance with utility payments, car repair, and other emergency situations. Assist the Springdale Scouts and scholarships for low-income students.</i>	\$15,600 Funding Years: FY21, FY22, FY24, FY25, CV1, CV Reallocation
Compassion Center of NWA/ Feed the 479 <i>Provides groceries to the food insecure families in Springdale. Distributes food through a “choice pantry” where families can shop in their store for fresh fruits and vegetables and perishable food items.</i>	\$13,000 Funding Years: FY24, FY22, FY23, FY24, FY25, CV1, CV Reallocation
CASA of NWA <i>Advocate for abused children in the court room. Provides support for the child victim and family.</i>	\$15,600 Funding years: FY16, FY17, FY18, FY19, FY20, FY21, FY22. FY23, FY24, FY25, CV1
NWA Continuum of Care (CoC) <i>Assisting individuals and families experiencing homelessness. This will include outreach events, providing food, cold/ warm weather needs, and extreme cold weather overnight stays in hotels.</i>	\$9,750 Funding Years: FY23, FY24, FY25
Freedom Finder <i>Providing resources for domestic violence, sexual assault, and human trafficking victims. These resources include ‘freedom’ options in the form of hotel rooms, short-term storage, pre-paid phones, pet fostering for pets, as well as discounted locksmith, mechanical and security systems for victims</i>	\$15,600 Funding Years: First Year!
Samaritan Church <i>a trajectory of restoration, a journey of sustainable living. We work alongside homeless people experiencing housing insecurity, and coming out of their final 90-day parole programs.</i>	\$15,600 Funding Year: First Year!

Family Network/ Diaper Collective <i>Family Network’s mission is to meet the needs of families in NWA for individualized parenting education and family support. Family Network was founded in 1993 with the vision that there is no better investment in a community than an investment in healthy families so children experience positive, nurturing environments in those critical first years of life.</i>	\$13,000 Funding Year: First Year!
Total Funds Requested	\$129,350 15% of estimated amount