

- The next Committee Meeting will be held on Wednesday, July 5th, 2023 at 5:30p.m.
- Agenda Packet will be available on the Friday before the meeting.

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
TIERED TRAINING ROOM
2ND FLOOR OF CRIMINAL JUSTICE BUILDING
Tuesday, June 27th, 2023**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Overton

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, June 13, 2023. Pgs. 197-205**

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **8A, 8C-8F, 10A, and 12** (Motion must be approved by two-thirds (2/3) of the council members).*

7. Appointments

A. **A Resolution** making appointments to the Springdale Airport Commission of the City of Springdale, Arkansas. **Pgs. 1-6**

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

- A. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R23-25) certain lands located at Bob Mills Road and Oak Grove Road from Planned Unit Development (PUD) to a Revised Planned Unit Development (PUD) and declaring an emergency. Pgs. 7-11
- B. **A Resolution** approving a waiver (W23-15) of street improvements, drainage relating thereto, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to The Ramsay at Springdale in connection with L23-37, a Large-Scale Development. Pgs. 12-13
- C. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R23-27) certain lands located at 4985 Elm Springs Road from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) and declaring an emergency. Pgs. 14-18
- D. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R23-29) certain lands located at 372 S. 48th Street from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. Pgs. 19-21
- E. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R23-31) certain lands located on AR Hwy 265, southwest of June Self Drive from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. Pgs. 22-26
- F. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R23-33) certain lands located at 1310 Oak Grove Road and the parcel to the south from Agricultural District (A-1) to Neighborhood Office District (O-1) and General Commercial District (C-2), and declaring an emergency. Pgs. 27-31
- G. **A Resolution** approving a waiver (W23-16) of street improvements, drainage relating thereto, curbs, gutters and sidewalks as set forth in

Ordinance No. 3725 to Ryan and Sarah McClain in connection with 6774 E. Wagon Wheel Road, a Single-Family Dwelling. Pgs. 32-33

H. **A Resolution** approving a waiver (W23-19) of street improvements, drainage relating thereto, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to 7Brew in connection with L22-25, a Large-Scale Development. Pgs. 34-36

9. Finance Committee by Chairwoman Amelia Williams

A. **A Resolution** authorizing the Mayor and City Clerk to enter into a charitable donation agreement, and authorizing the purchase of property for the expansion of the Bluff Cemetery. Forwarded from Committee with recommendation for approval. Presented by Ernest Cate, City Attorney. Pgs. 37-43

B. **A Resolution** authorizing the execution of a contract for architect services (Fire Station #4). Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 44-75

C. **A Resolution** authorizing the execution of a contract for architect services (Fire Station #10). Forwarded from Committee with recommendation for approval. Presented by Colby Fulfer, Chief of Staff. Pgs. 76-107

D. **A Resolution** expressing the willingness of the City of Springdale to utilize federal-aid funds for the following project: Trail Feasibility: Watkins Avenue — Cambridge Street and Gutensohn Road — South Pleasant Street. Forwarded from Committee with recommendation for approval. Presented by Patsy Christie, Planning Director. Pgs. 108-110

E. **A Resolution** expressing the willingness of the City of Springdale to apply for STBGP-A funding for construction of Don Tyson Parkway from Gene George Boulevard to Highway 112. Forwarded from Committee with recommendation for approval. Presented by Ben Peters, Engineering Director. Pg. 111

10. Health, Sanitation, and Property Maintenance by Chairman Jeff Watson

A. **An Ordinance** authorizing the execution of a Municipal Solid Waste Collection, Transportation and Disposal Contract with CARDS NWA, LLC, for the provision of collection, recycling, composting, transfer and disposal of solid waste in the City of Springdale, Arkansas. Forwarded from Committee with recommendation with the 3-cart option. Presented by Colby

Fulfer, Chief of Staff and Lynn Lantrip, Solid Waste Specialists.
Pgs. 112-133

11. Committee of the Whole

A. **A Resolution** authorizing the expenditure of funds to provide temporary speed tables/cushions on Lakeview Drive. Forwarded from Committee with recommendation for approval. Presented by Councilman Mike Overton. Pg. 134

12. **An Ordinance** authorizing the issuance of Sales and Use Tax Refunding and Improvement Bonds for the purpose of financing and refinancing the cost of capital improvements; pledging collections of a 1% Sales and Use Tax to pay the principal of and interest on the Bonds; prescribing other matters relating thereto; and declaring an emergency. Presented by Shep Russell, Friday Firm. Pgs. 135-171

13. **A Resolution** setting a hearing date on a petition to vacate a portion of Putman Street. Presented by Ernest Cate, City Attorney. Pgs. 172-173

14. **A Resolution** authorizing the destruction of old District Court records, pursuant to Ark. Code Ann. §16-11-211. Presented by Ernest Cate, City Attorney. Pgs. 174-187

15. **A Resolution** authorizing the destruction of old Police Department records, pursuant to Ark. Code Ann. §14-2-201, *et seq.* Presented by Ernest Cate, City Attorney. Pgs. 188-190

16. **A Discussion** on 2023 Street Bond Projects. Presented by Ben Peters, Director of Engineering. Forwarded from Committee. Pgs. 191-196

17. Comments from Council Members.

18. Comments from City Attorney.

19. Comments from Mayor

20. Adjournment.

RESOLUTION NO. _____

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

WHEREAS, Neil Johnson and Bill Schoonover have retired from the Springdale Airport Commission after serving a combined 40 years; and

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

WHEREAS, the Springdale Airport Commission has recommended the appointments of Jim Ulmer and Jason McMullen with terms beginning July 1, 2023; and

WHEREAS, Mayor Doug Sprouse has appointed Jim Ulmer and Jason McMullen to the Springdale Airport Commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Ulmer and Jason McMullen are hereby appointed to the Springdale Airport Commission with terms set to expire on July 1, 2028 is approved.

PASSED AND APPROVED this 27th day of June, 2023.

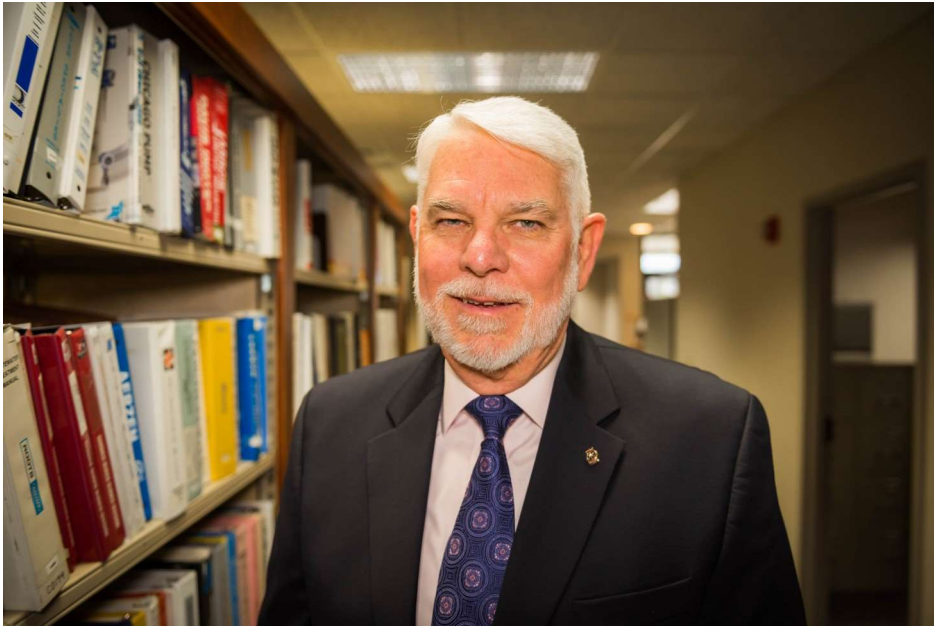
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



JIM ULMER, PE, BCEE

Technical Leader | Water/Wastewater

EXPERIENCE SUMMARY

Jim has built his career with an emphasis in the management of the design of water and wastewater systems. His knowledge of regulatory issues is a highly valued aspect for the Olsson team.

He has developed and maintains a respected relationship with various state agencies involved in the permitting and review of plans and specifications for projects affecting the water quality within the state. He serves the Olsson team as client liaison with the Arkansas Department of Environmental Quality and the Environmental Protection Agency (EPA) Region VI. Because of his relationships with these regulatory agencies, he is highly effective in the navigation of permitting and funding of construction projects.

Among his accomplishments, Jim provided guidance to secure both the first American Recovery and Reinvestment Act (ARRA) funding within the state of Arkansas, and he helped secure ARRA funding for over \$12 million for the innovative design of a moving bed bio reactor wastewater treatment plant, the first of its kind in Arkansas and the largest, at the time of construction, in the nation.



EDUCATION

- B.S., Civil Engineering, University of Arkansas

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AR
- Board Certified Environmental Engineer (BCEE)

OLSSON EXPERIENCE

- 2018 to Present

OVERALL EXPERIENCE

- 1970 to Present

JIM ULMER,

Technical Leader | Water/Wastewater

WASTEWATER

- Batesville Utilities, Interceptor Sewer Route Modifications; Batesville, AR
- Batesville Utilities, Moving Bed Bio-Reactor Wastewater Treatment Plant; Batesville, AR
- Batesville Utilities, System-wide Infiltration/Inflow (I/I) and Sanitary Sewer Evaluation Survey (SSES), approximately 100 miles of Gravity Sewer and 2,260 Manholes; Batesville, AR
- Batesville Utilities, Gravity Sewer Tunnel, Collection System Improvements, 45 MGD Screw Pump Lift Station; Batesville, AR
- Batesville Utilities, 9 MGD Moving Bed Bio-Reactor Wastewater Treatment Plant; Batesville, AR
- Bentonville Utilities, I/I study, Approximately 51 miles; Bentonville, AR
- City of Berryville, I/I Study, Approximately 23 Miles ; Berryville, AR
- City of Farmington, SSES, Approximately 17 Miles; Farmington, AR
- City of Fayetteville, 40 MGD West Side Wastewater Treatment Plant (WWTP); Fayetteville, AR
- City of Fayetteville, I/I and SSES Approximately 181 Miles; Fayetteville, AR
- City of Fayetteville, Noland WWTP Facilities Plan Revision and WWTP Upgrades; Fayetteville, AR
- City of Fayetteville, Wastewater Collection System Improvements and Lift Station to Serve Noland WWTP and West Side WWTP; Fayetteville, AR
- City of Fayetteville, White River Watershed, I/I and SSES, Approximately 94 Miles; Fayetteville, AR
- City of Green Forest, I/I Study for Approximately 18 Miles; Green Forest, AR
- City of Harrison, I/I and Partial SSES, Approximately 63 Miles; Harrison, AR
- City of Lincoln, I/I Study, approximately 13 Miles; Lincoln, AR
- City of Marshall, I/I and SSES, Approximately 10 Miles; Marshall, AR
- City of Prairie Grove, Wastewater Treatment Facilities; Prairie Grove, AR
- City of Prairie Grove, I/I Study, Approximately 13 Miles; Prairie Grove, AR
- City Water and Light, I/I Study, SSES, Approximately 114 Miles; Jonesboro, AR
- City Water and Light, Westside I/I Study, Approximately 96 Miles; Jonesboro, AR
- Rogers Water Utilities, I/I Study with Limited SSES Approximately 98 Miles with System Rehabilitation to Eliminate Inflow; Rogers, AR
- Rogers Water Utilities, Wastewater Collection System and Treatment System Improvements; Rogers, AR
- Springdale Water Utilities, I/I and SSES, Approximately 140 Miles; Fayetteville, AR
- City of Lowell, Collection System Design City-Wide; Lowell, AR

WATER

- Batesville Utilities, 18-inch Water Transmission Line Improvement; Batesville, AR
- Batesville Utilities, Eagle Mountain Hydropillar Water Tank Repainting and Modifications; Batesville, AR
- Batesville Utilities, Highway 106 Utility Relocations; Batesville, AR
- Batesville Utilities, On-call Engineering Services; Batesville, AR

** Previous Firm Experience*

May 31, 2023

Mayor Doug Sprouse
City of Springdale, Arkansas
201 Spring St.
Springdale, AR 72764

Re: Springdale Airport Commission

Dear Mayor Sprouse,

It is come to my understanding that the City of Springdale is expecting to have a vacancy on the Airport Commission. Having lived in Springdale for the last 53 years and having served as a member of the Planning Commission from 1983 through 1998, I have become acutely aware of how vital that the city's airport has become, serving general aviation in Northwest Arkansas.

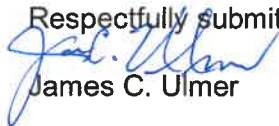
I have been a resident of Springdale since January 1970. I moved here with my wife, Kay, to finish my civil engineering education at the University of Arkansas. While going to school at the University, I worked part-time with the engineering firm of McGoodwin Williams and Yates. Upon completion of my education in 1973, I move to full time with McGoodwin Williams and Yates and worked on multiple civil engineering projects in Northwest Arkansas. During the last 53 years of my professional experience in Northwest Arkansas, it has become obvious to me that quality ground and air transportation is essential to support the quality growth that we all desire in Springdale and Northwest Arkansas.

While I am not a pilot, my interest in aviation started at an early age, actually before I was born. My father was a P 51 instructor fighter pilot during World War II. I served in the Air Force from 1965 through 1969, albeit on one of the few Air Force bases that had no airplanes or runways. I served in the Minuteman IBM system, and our method of transportation was by ground or helicopters to missile sites.

I live downwind of Springdale's Runway 18, and I am amazed at the wide range of aircraft that utilize Springdale's airport. If the City believes that I would be worthy of service to the Springdale Airport Commission, I would be pleased to serve.

Thank you for your kind consideration.

Respectfully submitted,



James C. Ulmer

JIM ULMER,

Lead Engineer

- Batesville Utilities, Water Distribution System Hydraulic Modeling and Water Master Plan; Batesville, AR
- Batesville Utilities, Water System Mapping; Batesville, AR
- Batesville Utilities, Water Treatment Plant Design; Batesville, AR
- City of Bentonville, Water Master Plan Study; Bentonville, AR
- City of Bentonville, Water Distribution System Hydraulic Modeling and Water Master Plan; Bentonville, AR
- City of Fayetteville, Water Distribution System Hydraulic Modeling and Water Master Plan; Fayetteville, AR
- City Water and Light, Water Distribution System Hydraulic Modeling and Water Master Plan; Jonesboro, AR
- Conway Corporation, Gleason Water Treatment Plant; Conway, AR
- Rogers Water Utilities, Water Distribution System Hydraulic Modeling and Water Master Plan; Rogers, AR
- Springdale Water Utilities, Water Distribution System Hydraulic Modeling and Water Master Plan; Springdale, A

** Previous Firm Experience*

JASON MCMULLEN

Math / Aviation Instructor

KNWA-TV Golden Apple Award

2019 AFA Teacher of the Year – AR

REFERENCES

Daniel Muilenburg, Trade & Industry Program Coordinator
Arkansas Department of Education
Division of Career & Technical Education
Office: 501-682-2371 Cell: 501-249-0921
daniel.muilenburg@ade.arkansas.gov

Kelley Williamson, Career & Technical Education Coordinator
Springdale School District
Office: 479-750-8780 Ext. 180605
Cell: 479-530-6406
kwilliamson@sdale.org

EXPERIENCE

Springdale Har-Ber High School, AR

2013-PRESENT

Award-winning Aviation & Mathematics Instructor. The first school in the state of Arkansas to adopt General Aviation as a course for elective credit using the Aircraft Owners & Pilots Association High School Curriculum. Invaluable collaboration experience with the aviation community at the regional, state, and at national level. Taught courses in Precalculus, Algebra 2, Advanced Algebra 2, ESL Algebra 1, and ESL Algebra 2.

Created the Har-Ber Aviation Club in the Fall of 2017. Club has shown membership growth in every year of its existence, including the COVID pandemic years. Changed to Har-Ber Aviation in the Fall of 2020 with the addition of aviation classes to the existing club meetings and activities. Past members have been accepted to the United States Military Academy, won Skills USA state championships, and earned FAA Part 107 Commercial Drone Certification.

Proud supporter of both academic and athletic activities at Har-Ber as well. Worked as a Moderator for the 2022 Har-Ber Quiz Bowl Tournament. Have years of experience as a Public Address Announcer, Scoreboard Operator, and Bookkeeper for Varsity Football, Basketball, and Soccer. Driven school buses for Varsity Wrestling, Silver Stars Dance Team, and Varsity Soccer when their regular drivers were unavailable.

Dr. Paul Griep – Har-Ber High School Principal
300 Jones Road
Springdale, AR 72762-0701
Office: 479-750-8777 Cell: 479-439-0515
pgriep@sdale.org

CONTACT

☎ 479-422-7060

 [Jason McMullen, M.Ed.](#)

✉ jmcmullen@sdale.org
mcmulica76180@yahoo.com

🌐 sites.google.com/sdale.org/harberaviation

CERTIFICATIONS

- 200 – Mathematics 7-12
- 566 – Technical Permit 7-12
- 569 – Aviation Mechanics 7-PS
- 627 – Aviation Flight Technology 7-12
- 247 – ESOL 7-12
- 037 – Computer Tech Endorsement
- FAA Commercial Drone License
- Commercial Driver's License

EDUCATION

Western Governors University

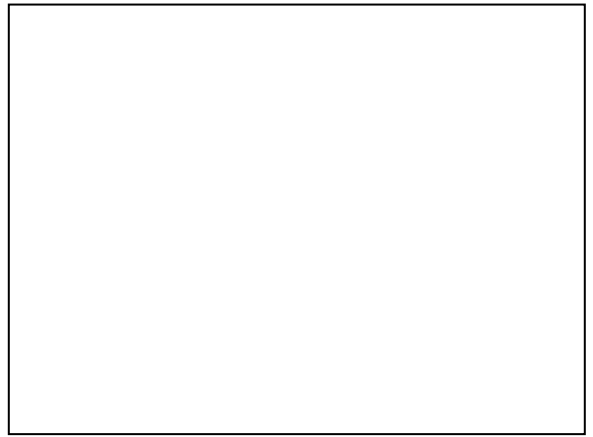
2015-2017

Master of Arts in Teaching – Secondary
Mathematics (5th-12th) – Competency Model

Southeastern Oklahoma State University

1994-1998

Bachelor of Science – Secondary Mathematics
Education – 3.42 GPA



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R23-25) CERTAIN LANDS FROM A PLANNED UNIT DEVELOPMENT (PUD) TO A PLANNED UNIT DEVELOPMENT (REVISED-PUD) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 6, 2023 for hearing the matter of a petition of The Ramsey at Springdale that the following described tract of real estate to be zoned from a Planned Unit Development (PUD) to a Planned Unit Development (Revised-PUD).

Layman's Description: Southeast corner of the intersection of Bob Mills and Oak Grove Road

Legal Description: PART OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SAID SECTION 28; THENCE S02°24'15" W 584.03 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" IRON PIN WITH PS 1460 CAP;
THENCE S86°46'16" E 63.38 FEET TO A 1/2" IRON PIN; THENCE N83°28'44" E 74.65 FEET TO A 1/2" IRON PIN;
THENCE S86°42'07" E 7.83 FEET TO A 1/2" IRON PIN, THEN 185.43 FEET TO A 2" ALUMINUM CAP AND THEN CONTINUING FOR A TOTAL DISTANCE OF 2228.51 FEET TO A 1/2" IRON PIN;
THENCE S88°28'08" E 96.35 FEET TO A 1/2" IRON PIN;
THENCE S87°37'02" E 387.92 FEET TO A 5/8" IRON PIN;
THENCE N02°53'19" E 112.84 FEET TO A 5/8" IRON PIN WITH PS1460 CAP FROM WHICH A 5/8" IRON PIN BEARS S02°53'19" W 1.22 FEET;

THENCE S87°16'20" E 293.24 FEET TO A 5/8" IRON PIN THEN CONTINUING FOR A TOTAL DISTANCE OF 475.59 FEET TO A 1/2" IRON PIN;
THENCE S02°23'50" W 544.61 FEET TO A 5/8" IRON PIN;
THENCE N87°08'02" W 783.76 FEET TO A PIN FROM WHICH A 5/8" IRON PIN BEARS S02°19'43" W 3.42 FEET;
THENCE N02°19'43" E 241.00 FEET TO A 1/2" IRON PIN;
THENCE N87°06'12" W 542.43 FEET;
THENCE N02°24'15" E 173.76 FEET TO THE POINT OF BEGINNING, CONTAINING 11.26 ACRES, MORE OR LESS AND SUBJECT TO THE RIGHT-OF-WAY OAK GROVE ROAD AND BOB MILLS ROAD ALONG THE WEST AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-25) from a Planned Unit Development (PUD) to a Planned Unit Development (Revised PUD) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From to a Planned Unit Development (PUD) to a Planned Unit Development (Revised PUD).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

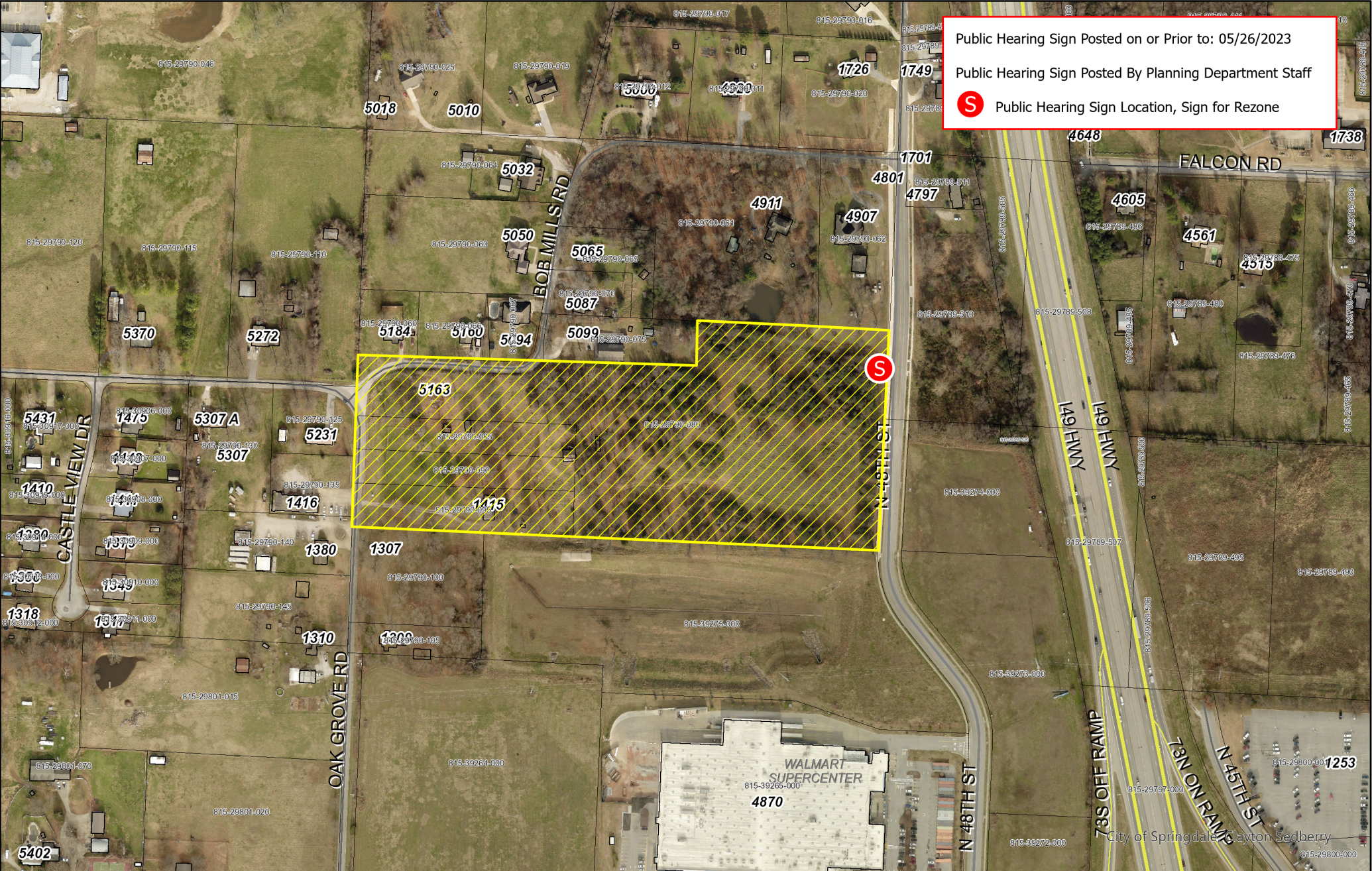
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Public Hearing Sign Posted on or Prior to: 05/26/2023
 Public Hearing Sign Posted By Planning Department Staff
 Public Hearing Sign Location, Sign for Rezone



Planning Commission Meeting
 June 6, 2023

PROJECT: R23-25 and W23-15
APPLICANT: The Ramsay at Springdale
LOCATION: Bob Mills Road & Oak Grove Road
REQUEST: Rezoning from PUD to Revised PUD
 and Waiver of Street Improvements on Bob Mills Road

00.00.03 0.05 0.08 0.1 Miles



SPRINGDALE
 WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W23-15) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO THE RAMSAY AT SPRINGDALE IN CONNECTION WITH L23-37 A LARGE SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W23-15) 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 (W23-15) of street improvements to Bob Mills Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L23-37 a Large Scale Development for The Ramsey at Springdale and the Planning Commission recommends approval 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 Bob Mills Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L23-27 a Large Scale Development

Option 2: Denies a waiver of street improvements to Bob Mills Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with a Large Scale Development for The Ramsay at Springdale.

Option 3: Approves payment in lieu of improvements to Bob Mills Road in connection with L23-37 a Large Scale Development for The Ramsay at Springdale 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 Bob Mills Road including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with L23-37 a Large Scale Development for The Ramsay at Springdale.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

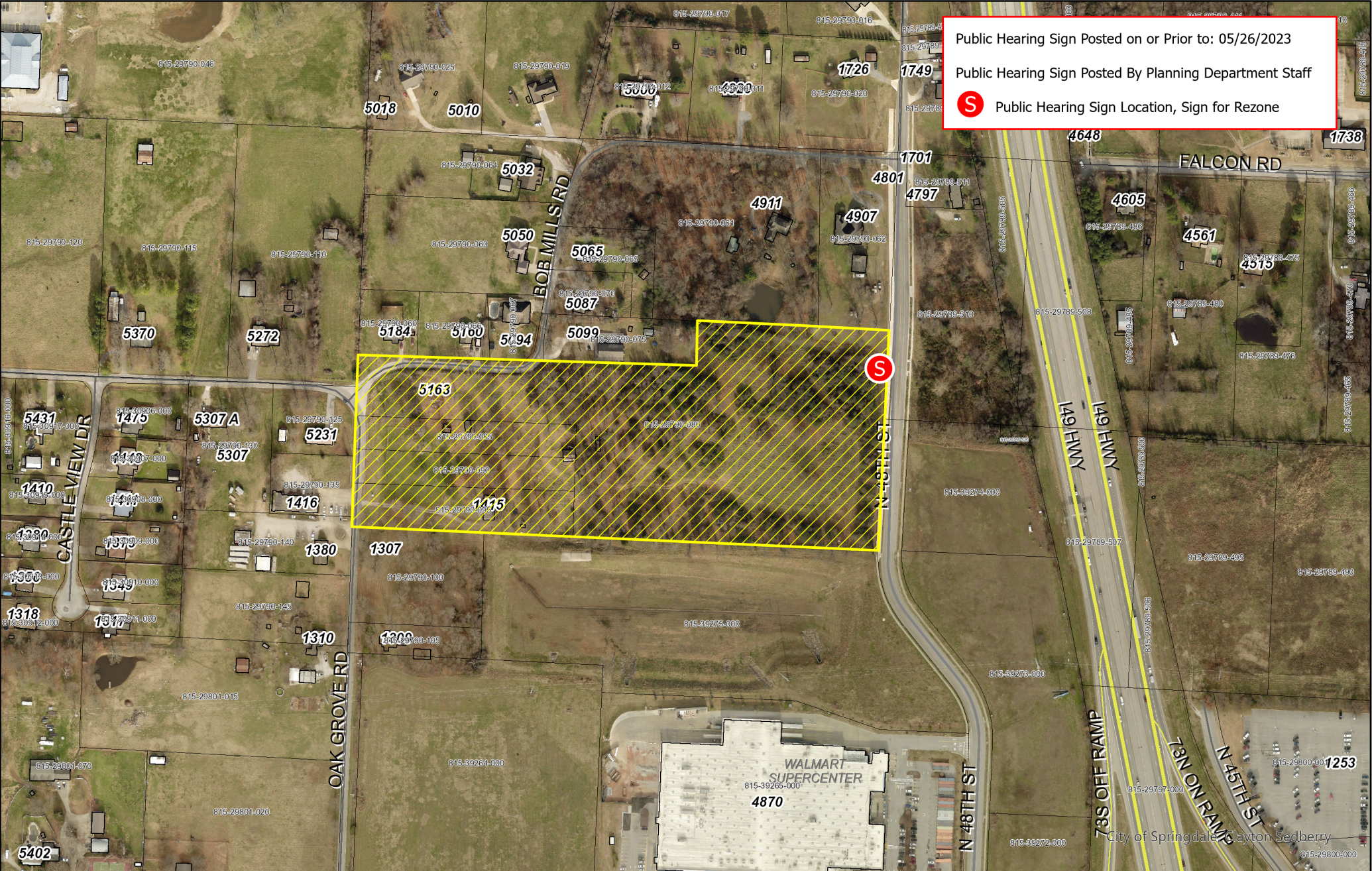
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Public Hearing Sign Posted on or Prior to: 05/26/2023
 Public Hearing Sign Posted By Planning Department Staff
 Public Hearing Sign Location, Sign for Rezone



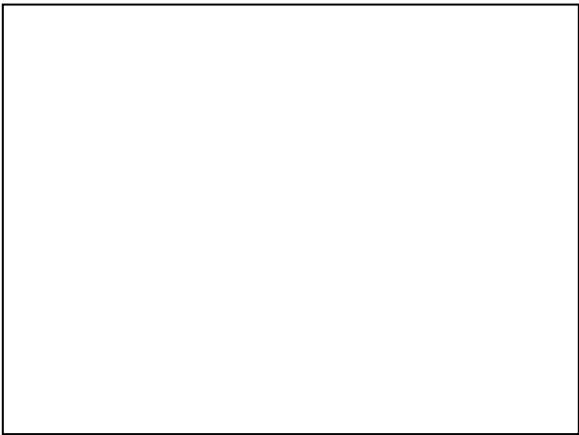
Planning Commission Meeting
 June 6, 2023

PROJECT: R23-25 and W23-15
APPLICANT: The Ramsay at Springdale
LOCATION: Bob Mills Road & Oak Grove Road
REQUEST: Rezoning from PUD to Revised PUD
 and Waiver of Street Improvements on Bob Mills Road

00.00.03 0.05 0.08 0.1 Miles



SPRINGDALE
 WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R23-27) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 6, 2023 for hearing the matter of a petition of The Anders Family, LP that the following described tract of real estate to be zoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

Layman's Description: 4985 Elm Springs Road

Legal Description: Tract B:

A part of the West Half (W ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NW corner of said 20 acre tract, thence S 88°23'57" E along the North line of said 20 acre tract 495.00 feet to the True Point of Beginning, said point being in Elm Springs Road and from which an existing jack stand on the South right-of-way line of said road bears S 01°19'03" W, 20.38 feet; thence S 88°23'57" E, 167.00 feet to the NE corner of said 20 acre tract, said point being in Elm Springs Road and from which a ½ inch iron rebar set on the South right-of-way line of said road bears S 01°19'03" W, 20.29 feet; thence S 01°19'03"W, 660.00 feet to a set ½ inch iron rebar; thence N 88°23'57" W, 167.00 feet to a set ½ inch iron rebar; thence N 01°19'03" E, 660.00 feet to the Point of Beginning, containing 2.53 acres, more or less. The above described 2.53-acre tract being subject to the right-of-way of Elm Springs Road and any other easements and/or rights-of-way whether or not of record.

Tract C:

A part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 3, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE corner of said 40 acre tract, said point being an existing iron, thence N 88°23'57" W along the North line of said 40 acre tract 560.56 feet to the True Point of Beginning, said point being in Elm Springs Road and from which a ½ inch rebar set on the South right-of-way line of said road bears S 01°19'03" W, 20.35 feet; thence leaving the North line of said 40 acre tract S 01°19'03" W, 435.60 feet to a set ½ inch iron rebar; thence N 88°23'57" W, 101.43 feet to a set ½ inch iron rebar on the East line of the W ½ of said 40 acre tract; thence N 01°19'03" E, 435.60 feet to the NE corner of the W ½ of said 40 acre tract, said point being in Elm Springs Road and from which a ½ inch iron rebar set on the South right-of-way line of said road bears S 01°19'03" W, 20.29 feet; thence S 88°23'57" E, 101.43 feet to the Point of Beginning, containing 1.01 acres, more or less, Washington County, Arkansas. The above described 1.01-acre tract being subject to the right-of-way of Elm Springs Road and any other easements and/or rights-of-way whether or not of record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-27) from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Thoroughfare Commercial District (C-5).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PROPERTY DESCRIPTION
TRACT A (THIS PLAT)

A portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Northeast corner of the SE 1/4 of said NW 1/4
(as shown on survey plat 2007-29539);
thence North 87 degrees 08 minutes 24 seconds West a distance of 395.01 feet;
thence South 02 degrees 00 minutes 51 seconds West a distance of 292.11 feet to the POINT OF BEGINNING OF TRACT A (P.O.B. TRACT A);
thence South 02 degrees 00 minutes 51 seconds West a distance of 40.38 feet;
thence South 87 degrees 09 minutes 05 seconds East a distance of 350.00 feet to a found magnetic nail and washer;
thence South 01 degrees 59 minutes 29 seconds West a distance of 205.64 feet to a found 1/2-inch diameter iron pin;
thence South 87 degrees 07 minutes 23 seconds East a distance of 450.45 feet;
thence South 01 degrees 59 minutes 57 seconds West a distance of 782.19 feet to a found 1/2 inch diameter iron pin (with plastic cap stamped "PLS 1434");
thence North 87 degrees 12 minutes 03 seconds West a distance of 668.29 feet to a found 1/2 inch diameter iron pin (with plastic cap stamped "PLS 1434");
thence North 01 degrees 57 minutes 01 seconds East a distance of 661.14 feet to a found 1/2 inch diameter iron pin;
thence North 87 degrees 07 minutes 06 seconds West a distance of 166.92 feet to a found 1/2 inch diameter iron pin;
thence North 02 degrees 35 minutes 30 seconds East a distance of 367.64 feet to a set 1/2 inch diameter iron pin;
thence South 87 degrees 08 minutes 24 seconds West a distance of 436.96 feet to the POINT OF BEGINNING OF TRACT A (P.O.B. TRACT A);
containing 723.152 square feet or 16.6 acre (approximately); And being subject to any easements, rights of way, covenants and restrictions of record.

PROPERTY DESCRIPTION
TRACT B (THIS PLAT)
A part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:
A part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the Northeast corner of the SE 1/4 of said NW 1/4 (as shown on survey plat 2007-29359);
thence North 87 degrees 08 minutes 24 seconds West a distance of 395.01 feet;
thence South 02 degrees 00 minutes 51 seconds West a distance of 25.30 feet to the south right of way line of Elm Springs Road (as shown on Right of Way and Easement Dedication Document # 2008-28125); to a found magnetic nail washer and to the
POINT OF BEGINNING OF TRACT B (P.O.B. OF TRACT B);
thence continue South 02 degrees 00 minutes 51 seconds West a distance of 266.81 feet to a set 1/2-inch diameter iron pin;
thence North 87 degrees 08 minutes 24 seconds West a distance of 436.96 feet to a set 1/2-inch diameter iron pin;
thence North 02 degrees 35 minutes 30 seconds East a distance of 271.85 feet to the south right of way line of Elm Springs Road (as shown on survey plat 2007-29359), and a found 1/2-inch diameter iron pin;
thence along said south right of way line,
South 87 degrees 06 minutes 13 seconds East a distance of 268.23 feet to the west line of Right of Way and Easement Dedication Document # 2008-28125;
thence leaving said south right of way line, along the west and south lines of Right of Way and Easement Dedication Document # 2008-28125 the following 2 courses:
South 02 degrees 33 minutes 41 seconds West a distance of 4.90 feet;
thence leaving said south line 25 seconds East a distance of 161.04 feet to the POINT OF BEGINNING OF TRACT B (P.O.B. OF TRACT B), containing 117,550 square feet or 2.70 acres and being subject to any easements, rights of ways, covenants and restrictions of record.

WASHINGTON COUNTY PARCELS 815-29800-20 AND 815-29800-30.
PROPERTY DESCRIPTIONS
(WARRANTY DEED 2006-19344, EXHIBIT "A").

Tract A:

A tract of land being a part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 30 West of the Fifth P.M. in the City of Elm Springs, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE corner of said SE 1/4 NW 1/4 Section 33 at 87°19'13" W along the East line of said SE 1/4 NW 1/4 a distance of 94.59 feet to the Point of Beginning; thence S 01°28'07" W, a distance of 538.12 feet; thence S 87°19'13" E, a distance of 94.59 feet to a point on the East line of said SE 1/4 NW 1/4; thence S 1/4 NW 1/4 along said East line a distance of 782.30 feet to the SE corner of said SE 1/4 NW 1/4; thence N 89°25'25" E, a distance of 436.66 feet to the North line of said SE 1/4 NW 1/4; thence N 01°42'25" E, a distance of 889.25 feet; S 87°19'13" E, a distance of 102.77 feet; thence N 01°42'24" E, a distance of 436.66 feet to a point on the North line of said SE 1/4 NW 1/4; thence S 87°19'13" E along the North line a distance of 465.97 feet to the Point of Beginning. Said tract contains 18.025 acres of land, more or less.

WASHINGTON COUNTY PARCEL 815-29801-095.
PROPERTY DESCRIPTION
(WARRANTY DEED 2006-19344, EXHIBIT "A").

Tract B:
A part of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, being more or less of said Section 33, containing: Commencing at the NW corner of said 20 acre tract, thence S 88°23'57" E along the North line of said 20 acre tract 495.00 feet to the True Point of Beginning, said point being in Elm Springs Road and from which an existing jack stand on the South right-of-way line of said road bears S 01°19'03" W, 20.38 feet; thence S 88°23'57" E, 167.00 feet to the NE corner of said 20 acre tract, said point being in Elm Springs Road and from which a 1/2 inch iron rebar set on the South right-of-way line of said road bears S 01°19'03" W, 20.29 feet; thence S 01°19'03" W, 660.00 feet to a set 1/2 inch iron rebar; thence N 88°23'57" W, 167.00 feet to a set 1/2 inch iron rebar; thence N 01°19'03" E, 660.00 feet to the Point of Beginning, containing 2.53 acres, more or less. The above described 2.53 acre tract being subject to the right-of-way of Elm Springs Road and any other easements and/or rights-of-way whether or not of record.

WASHINGTON COUNTY PARCEL 815-29801-600.
PROPERTY DESCRIPTION
(WARRANTY DEED 2006-19344, Exhibit "A").

TRACT C:

A part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 33, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE corner of said 40 acre tract, said point being an existing iron, then N 88°23'57" W, along the North line of said 40 acre tract 560.56 feet to the True Point of Beginning of Elm Springs Road and from which a 1/2 inch rebar set on the South right-of-way line of said road bears S 01°19'03" W, 20.35 feet; then leaving the North line of said 40 acre tract S 01°19'03" W, 435.60 feet to a set 1/2 inch iron rebar; then N 88°23'57" W, 101.43 feet to a set 1/2 inch iron rebar on the East line of the W 1/2 of said 40 acre tract; then N 01°19'03" E, 435.60 feet to the NE corner of the W 1/2 of said 40 acre tract, then S 88°23'57" W, 101.43 feet to the NW corner of the W 1/2 of said 40 acre tract; then S 01°19'03" W, 435.60 feet to the True Point of Beginning, containing 1.01 acres, more or less, Washington County, Arkansas. The above described land is being subject to the right-of-way of Elm Springs Road and any other easements and/or rights-of-way, whether or not shown on the plat.

WASHINGTON COUNTY PARCEL 815-29801-085.
PROPERTY DESCRIPTION
(WARRANTY DEED 2007-29233)

A part of the Southeast Quarter of the Northwest Quarter of Section Thirty-three (33), Township Eighteen (18) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at a four inch nail spike at the Northeast corner of the above described forty acre tract; thence N 87°08'09" W along the North line of said forty acre tract - 94.59 feet;
thence S 02°00'10" W - 32.50 feet to a point on the existing South right-of-way line of Elm Springs Road said point being the POINT OF BEGINNING;
thence along said right-of-way line S 87°08'09" E - 20.06 feet to a point on the existing West right-of-way of 48th Street; thence along said right-of-way S 45°48'07" E - 39.84 feet;
thence S 02°00'10" W - 479.36 feet;
thence leaving said right-of-way N 87°08'09" W - 49.58 feet;
thence N 02°00'10" E - 505.68 feet to the POINT OF BEGINNING and containing 24,683 square feet or 0.57 acres more or less.

Subject to easements, right-of-ways, and protective covenants of record, if any.

- 1) The purpose of the plat is to make a 2.70-acre parcel, TRACT B, (outside the right of way of Spring Springs Road) for development and to make a 1.6-acre parcel, TRACT A, remainder of TRACT B, (within the right of way of Spring Springs Road) as shown herein is taken from Plats 2007-29359, 2009-27210 and Right of Way Easement document 2009-28127.
0.21 acres are within the dedicated right of way of Spring Springs Road and is not included in the acreages of TRACT A or TRACT B.
- 2) Property Owners: Anders Family Limited Partnership
P.O. Box 3067
Chapel Hill, NC. 27515
- 3) Basis of Bearings: Arkansas State Plane Coordinate System North Zone.
Convergence Angle: 1°16'18.30" at found 1/2-inch diameter iron pin at SW property corner. Coordinates are shown at selected property corners.
- 4) Warranty deed references for this project:
Parcel B15-28901-000: Warranty Deed 2006-19344, Warranty Deed 2004-42098,
Parcel B15-28901-000: Warranty Deed 2006-19344, Warranty Deed 2004-42099,
Parcel B15-29800-300: Warranty Deed 2006-19344, Warranty Deed 2004-02891,
Parcel B15-29800-200: Warranty Deed 2006-19344, Warranty Deed 2004-02891,
Parcel B15-28901-085: Warranty Deed 2007-29233, Warranty Deed 2004-45907,
Adjoining Parcel B15-29800-201: Special Warranty Deed 2007-29233.
- 5) The following survey plats were reviewed as part of this survey:
Tract Split Survey Document 2009-27210.
Plat of Survey Document 2007-29359
Easement Dedication Plat 22A-00052
- 6) Orange plastic caps stamped "PLS 1214" were placed on all set iron pins.
- 7) The Northeast corner of the SE 1/4 of the NW 1/4, the Northwest corner of the SE 1/4 of the NW 1/4 and the Southwest corner of the SE 1/4 of the NW 1/4 are computed points.
These points were determined from survey lines to survey plats reviewed in "NOTE 5".
- 8) This property is not within Flood Zone A as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) # 0514-03060 F, dated April 2, 2008.
- 9) The following documents have been reviewed as part of this survey:
ROW grant 1995-17326,
ROW grant 1995-17329,
Partial Release of Easement 2012-28765,
City of Elm Springs Utility Easement 2003-55480,
Easement 2003-64132,
Right of way easement 2009-28127,
Easement 2009-28130,
Easement 2009-28131,
Easement 2012-03211,
Special Warranty Deed 2009-28128

SETBACK INFORMATION:
ZONE A-1
FRONT SETBACK: NOT LESS THAN 35
SIDE SETBACK: NOT LESS THAN 20 FEET.
REAR SETBACK: NOT LESS THAN 35 FEET.

ZONE C - 5
FRONT SETBACK: 30 FEET.
SIDE SETBACK: 30 FEET.
 IF PARKING IS ALLOWED BETWEEN R-O-W AND THE BUILDING: 50 FEET.
SIDE SETBACK: (SUBJECT TO APPLICABLE FIRE AND BUILDING CODES); 0 FEET.
SIDE SETBACK WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT: 20 FEET.
REAR SETBACK: 20 FEET.

MCE McCLELLAND
CONSULTING
DESIGNED TO SERVE ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
[HTTP://WWW.MCE.US.COM](http://www.mce.us.com)

ANDERS FAMILY LIMITED PARTNERSHIP
INFORMAL PLAT
NORTH 48TH STREET & ELM SPRINGS ROAD
SPRINGDALE, AR.

©2023

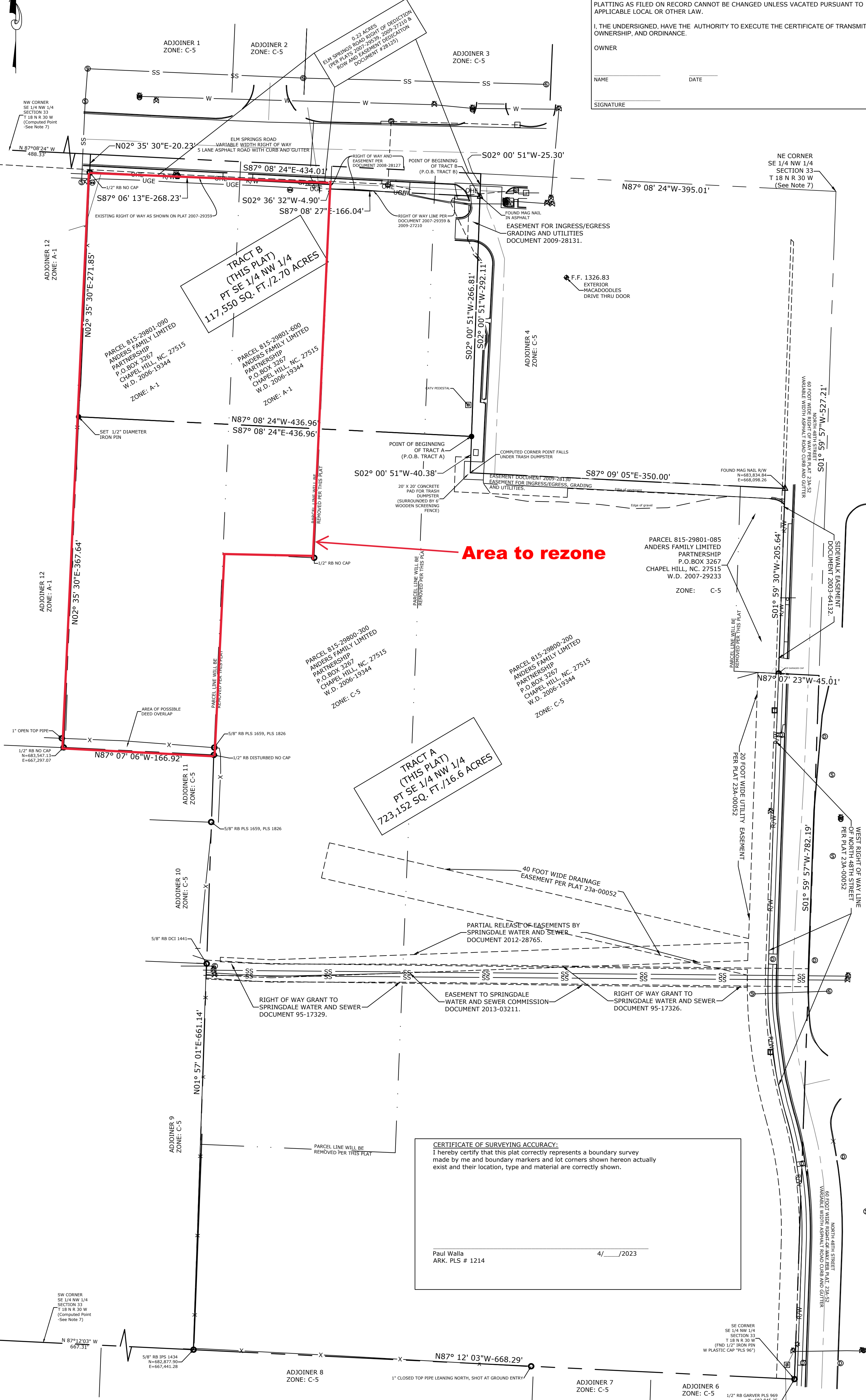
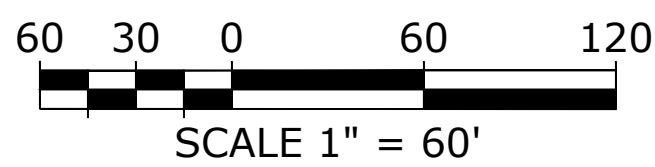
ADJOINER LIST

1) Parcel: 815-39264-000 Halt Family Investments, LLC 1327 Elm Springs Rd. Springdale, AR 72762-9119 2) Parcel: 815-39265-000 Wal-Mart Real Estate Business Trust Dept. 4516 P.O. Box 8050 Bentonville, AR 72712-8050 ATTN: 0555 3) Parcel: 815-39266-000 Springdale Retail Center, LLC 287 S. Rogers Mill Rd., STE A Springfield, MO 65804 4) Parcel: 815-29800-201 TLJ Properties, LLC 22 Sequest Rogers, AR 72758 5) Parcel: 815-39827-000 Mercy Health Northwest 14528 S. Outer 40 Rd. Ste. 100 St. Louis, MO 63017 6) Parcel: 815-29801-415 Heggen, L.L.N. 2405 SW 8th St. Bentonville, AR 72712	7) Parcel: 815-29801-425 EDGH Holdings, LLC 423 Oak Grove Rd. Springdale, AR 72762 8) Parcel: 815-29801-430 EDGH Holdings, LLC 423 Oak Grove Rd. Springdale, AR 72762 9) Parcel: 815-39265-100 Safekeepers Self-Storage, LLC PO Box 10423 Fayetteville, AR 72703 10) Parcel: 815-39264-900 HM Business Ventures, LLC 231 Angel Falls Springdale, AR 72762 11) Parcel: 815-39264-400 Zachary Estep 3077 Greenwich St. Springdale, AR 72764 12) Parcel: 815-29801-095 Jack R. & Vanessa R. Clark 5085 Elm Springs Rd. Springdale, AR 72762
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LEGEND

_____ PROPERTY LINE ----- EASEMENT LINE R/W RIGHT-OF-WAY LINE SS GRAVEL LINE SS SANITARY SEWER LINE W WATER LINE GAS GAS LINE UGT UNDERGROUND TELEPHONE UFO UNDERGROUND FIBER UGTV UNDERGROUND TELEVISION UGE UNDERGROUND ELECTRIC OHE OVERHEAD ELECTRIC X FENCE ROAD CENTERLINE DITCH FLOWLINE	POWER POLE GUY WIRE WITH ANCHOR GAS METER GAS RISER ☆ STREET LIGHT POLE □ TELEPHONE PEDESTAL □ CABLE TV PEDESTAL W CABLE VAULT E ELECTRIC VAULT F FIBER VAULT G GAS VAULT W TELEPHONE VAULT W WATER VAULT ○ SIGN (AS NOTED) ○ POST (AS NOTED) ○ BENCHMARK ○ FOUND IRON PIN (AS NOTED) △ CONTROL POINT ○ R SPIKE ○ BUSH ○ DECIDUOUS TREE ○ CONIFEROUS TREE
--	---

SCALE 1" = 60'



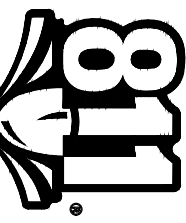
CERTIFICATE OF SURVEYING ACCURACY:
I hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown.

Paul Walla
ARK. PLS # 1214

4/____/2023

[illegible]

**Know what's below.
Call before you dig.**



Public Hearing Sign Posted on or Prior to: 05/26/2023

Public Hearing Sign Posted By Planning Department Staff



Public Hearing Sign Location

815-39264-000

5030

4962

4914

815-39266-000

815-39268

4798

ELM SPRINGS RD



Part of
Aldi's
LSD,
already
zoned
properly

5031

4985

815-29801-600

815-29801-090

815-29800-201

838

836

816

N 48TH ST

815-29801-086

815-29800-150

MERCY LN

815-39826-000

815-39827-000

City of Springdale, Clayton Sedberry

Planning Commission Meeting
June 6, 2023

00.00.01 0.02 0.03 0.04 Miles

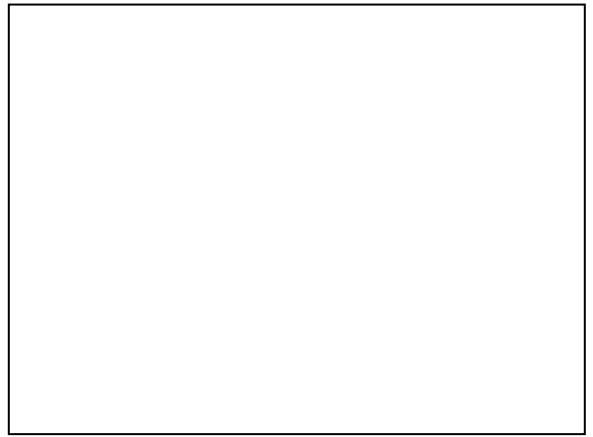


PROJECT: R23-27
APPLICANT: Aldi Grocer
LOCATION: 4985 Elm Springs Road
REQUEST: Rezone from A-1 to C-5



SPRINGDALE
WE'RE MAKING IT HAPPEN

Page 18



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R23-29) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 6, 2023 for hearing the matter of a petition of Gary and Debra Matteri that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: 372 S. 48th Street

Legal Description: PART OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUTNY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: BEGINNING AT THE SE CORNER OF SAID SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, THENCE NORTH 87 DEGREES 54' 12" WEST 500.00 FEET ALONG THE SOUTH LINE OF SAID SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, THENCE NORTH 2 DEGREES 09'39" EAST 174.40 FEET, THENCE SOUTH 87 DEGREES 54'12" EAST 500.00 FEET, THENCE SOUTH 2 DEGREES 09'39" WEST 174.40 FEET ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ TO THE POINT OF BEGINNING, CONTAINING 2.0 ACRES, MORE OR LESS. SUBJECT TO THE RIGHT-OF-WAY OF 48TH STREET ALONG THE EAST SIDE OF PROPERTY.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-29) from Agricultural District (A-1) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to General Commercial District (C-2).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Public Hearing Sign Posted on or Prior to: 05/26/2023

Public Hearing Sign Posted By Planning Department Staff

 Public Hearing Sign Location

815-29801-565

815-29801-560

815-29801-410

815-30054-132

815-39352-000

City of Springdale, Clayton Sedberry

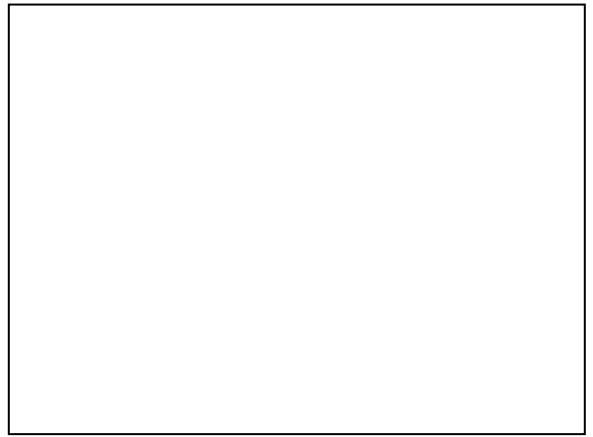
Planning Commission Meeting
June 6, 2023

0 00.01 0.01 0.02 0.03 Miles



PROJECT: R23-29
APPLICANT: Gary & Debra Matteri
LOCATION: 372 S. 48th Street
REQUEST: Rezone From A-1 to C-2





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R23-31) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County, gave notice required by law and set a hearing date of June 6, 2023 for hearing the matter of a petition of Armor Insurance, LLC that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: 4140 Old Wire Road

Legal Description: A part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 18 North, Range 29 West, in the City of Springdale, Benton County, Arkansas, being a part of the tract of land duly recorded in the Benton County Circuit Clerk and Recorder's Office as Instrument L202323750, more particularly described as follows:

COMMENCING at a found 5/8" rebar with an unreadable cap marking the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 19, Township 18 North, Range 29 West, in the City of Springdale, Benton County, Arkansas; thence N87°30'35"W along the South line of said Quarter, passing over a found 5/8" rebar with cap, "Buescher RLS 1181", measured a distance of 87.57 feet from the herein course, passing over a found 5/8" rebar with cap, "C. Davis PLS 1156", measured a distance of 89.53 feet from the herein course, passing over a found 5/8" rebar with an unreadable cap measured a distance of 547.43 feet from the herein course, a distance of 1,418.15 feet to the Southwest corner of the tract of land duly recorded in the Benton County Circuit Clerk and Recorder's Office as Instrument L202323750;

thence departing said South line N02°30'32"E along the West line of said tract of land, passing over a found Right-of-Way monument measured a distance of 189.32 feet from the herein course, a distance of 447.00 feet a found Right-of-Way monument in the Northwest Right-of-Way line of Arkansas Highway 265, as established by AHTD Job 012007, said point being the POINT OF BEGINNING; thence departing said Northwest Right-of-Way line and continuing along said West line N02°30'32"E, a distance of 279.68 feet to a found ½" pipe marking the Northwest corner thereof; thence departing said West line S87°52'20" East along the North line of said tract of land, a distance of 233.77 feet to a found Right-of-Way monument in said Northwest Right-of-Way line; thence departing said North line S31°24'27"W along said Northwest Right-of-Way line, a distance of 128.88 feet to a found Right-of-Way monument; thence continuing along said Northwest Right-of-Way line S47°59'49"W, passing over a found Right-of-Way monument measured 104.54 feet from the origin of the herein course, a distance of 240.48 feet to the POINT OF BEGINNING. Containing 37,135 square feet or 0.853 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-31) from Agricultural District (A-1) to General Commercial District (C-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

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SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

Public Hearing Sign Posted on or Prior to: 05/26/2023
Public Hearing Sign Posted By Planning Department Staff
Public Hearing Sign Location

21-00020-059

21-00020-034

21-00020-034

21-00020-034

21-00020-034

JUNE SELF DR

S

21-00020-058

N OLD MISSOURI RD

21-00020-064

21-00020-056

City of Springdale, Clayton Sedberry

Planning Commission Meeting
June 6, 2023

0 00.01 0.01 0.02 0.03 Miles



PROJECT: R23-31

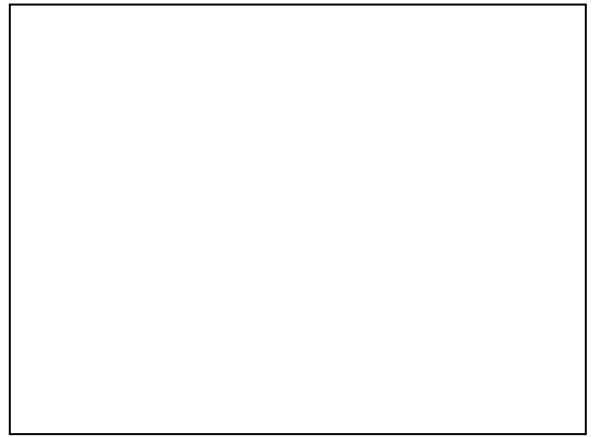
APPLICANT: Armor Insurance, LLC

LOCATION: Old Wire Rd / Hwy 265

REQUEST: Rezone From A-1 to C-2



SPRINGDALE
WE'RE MAKING IT HAPPEN



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R23-33) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND NEIGHBORHOOD OFFICE DISTRICT (O-1) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of June 6, 2023 for hearing the matter of a petition of Harold Floyd & Billie Sue Harmon Revocable Living Trust that the following described tract of real estate to be zoned from Agricultural District (A-1) to General Commercial District (C-2) and Neighborhood Office (O-1).

Layman's Description: 1310 Oak Grove Road

Legal Description: 21-0687 SPRINGDALE, AR PARCEL DESCRIPTION

PARCEL 1 – NEIBORHOOD OFFICE (O-1)

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND LYING WEST OF OAK GROVES ROAD, IN SECTION 28, TOWNSHIP 18 NORTH, RANGE 30 WEST OF THE 5TH P.M., WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 3" ALUMINUM MONUMENT, BEING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST; THENCE LEAVING SAID CORNER AND RUNNING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 33, S87°16'18"E A DISTANCE OF 921.77 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR PLS 1659" BEING THE POINT OF BEGINNING;

THENCE LEAVING THE NORTH LINE OF SAID SECTION 33, N02°43'42"E A DISTANCE OF 200.00 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR

PLS 1659"; THENCE, RUNNING PARALLEL WITH THE NORTH LINE OF SECTION 33, S87°16'18"E A DISTANCE OF 405.00' TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR PLS 1659", LYING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH ALONG SAID EASTERLY LINE, S02°24'29"W A DISTANCE OF 200.02 FEET TO AN EXISTING 5/8" REBAR, ALSO BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE LEAVING SAID CORNER AND RUNNING WESTERLY ALONG THE NORTH LINE OF SAID SECTION 33, N87°16'07"W A DISTANCE OF 406.12 FEET TO THE POINT OF BEGINNING, CONTAINING THEREIN 1.862 ACRES (81,116 SQUARE FEET), MORE OR LESS, AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND

21-0687 SPRINGDALE, AR PARCEL DESCRIPTION

PARCEL 2 GENERAL COMMERCIAL DISTRICT (C-2)

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF OAK GROVES ROAD, IN SECTION 33, TOWNSHIP 18 NORTH, RANGE 30 WEST OF THE 5TH P.M., WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 3" ALUMINUM MONUMENT, BEING THE NORTHWEST CORNER OF SAID SECTION 33; THENCE LEAVING SAID CORNER AND RUNNING EASTERLY ALONG THE NORTH LINE OF SAID SECTION 33, S87°16'18"E A DISTANCE OF 663.97 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR PLS 1659" AND THE POINT OF BEGINNING;

THENCE CONTINUING EASTERLY ALONG SAID NORTH LINE, S87°16'18"E A DISTANCE OF 257.80 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR PLS 1659"; THENCE CONTINUING ALONG SAID NORTH LINE, S87°16'07"E A DISTANCE OF 406.12 FEET TO AN EXISTING 5/8" REBAR, ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE LEAVING SAID CORNER AND RUNNING SOUTHERLY ALONG THE SAID EAST LINE S02°24'29"W A DISTANCE OF 266.57 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, N87°02'55"W A DISTANCE OF 663.29 FEET TO A SET 5/8" REBAR WITH CAP INSCRIBED "AR PLS 1659"; THENCE N02°16'03"E A DISTANCE OF 264.01 FEET TO THE POINT OF BEGINNING, CONTAINING THEREIN 4.041 ACRES (176,038 SQUARE FEET), MORE OR LESS, AND SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned (R23-33) from Agricultural District (A-1) to General Commercial District (C-2) and Neighborhood Office District (O-1) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to General Commercial District (C-2) and Neighborhood Office District (O-1).

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

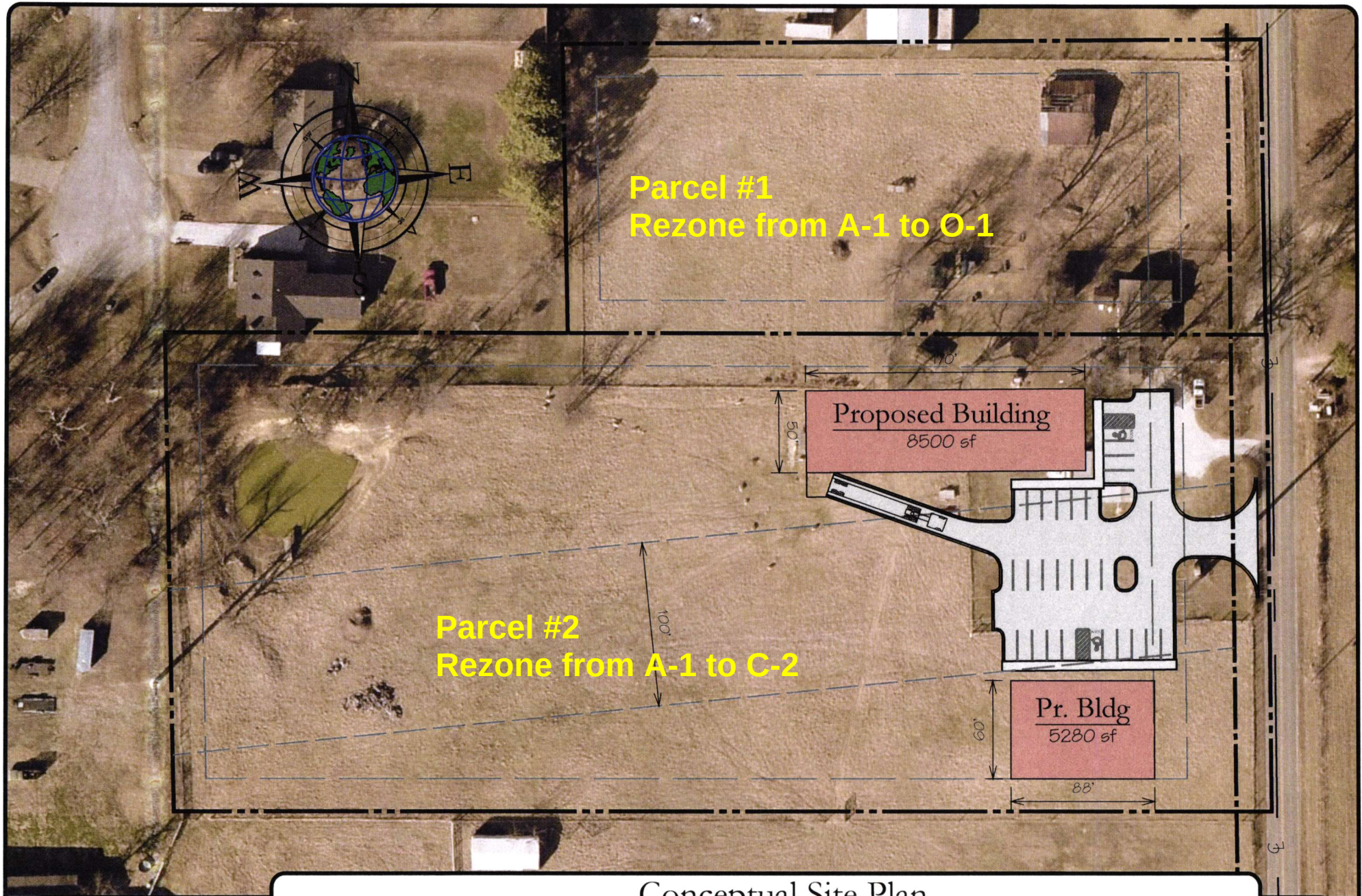
Doug Sprouse, Mayor

ATTEST:

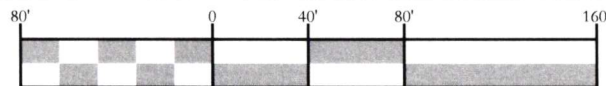
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Conceptual Site Plan



1 inch = 80 ft

Project Number: XX-XXXX

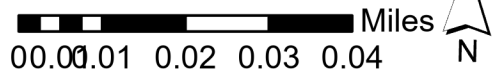
Certificate of Authorization № 1534

Date: 05/11/2023



Public Hearing Sign Posted on or Prior to: 05/26/2023
Public Hearing Sign Posted By Planning Department Staff
S Public Hearing Sign Location

Planning Commission Meeting
June 6, 2023



PROJECT: R23-33
APPLICANT: Harold Floyd &
Billie Sue Harmon Revocable Living Trust
LOCATION: 1310 Oak Grove Road
REQUEST: Rezone From A-1 to O-1 and C-2

RESOLUTION NO. _____

**A RESOLUTION APPROVING A WAIVER (W23-16) OF
STREET IMPROVEMENTS, DRAINAGE, CURBS,
GUTTERS AND SIDEWALKS AS SET FORTH IN
ORDINANCE NO. 3725 TO RYAN AND SARAH MCCLAIN
IN CONNECTION WITH
6774 E. WAGON WHEEL ROAD, A SINGLE-FAMILY
DWELLING**

WHEREAS, Ordinance #3047 provides for the waiver (W23-16) 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 (W23-16) of street improvements to including drainage improvements related thereto, sidewalks in connection with 6774 E. Wagon Wheel Road, a single-family dwelling for Ryan and Sarah McClain and the Planning Commission recommends approval 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 E. Wagon Wheel Road including drainage improvements related thereto, sidewalks in connection with 6774 E. Wagon Wheel Road a single-family dwelling for Ryan and Sarah McClain.

Option 2: Denies a waiver of street improvements to E. Wagon Wheel Road including drainage improvements related thereto, sidewalks in connection with 6774 E. Wagon Wheel Road a single-family dwelling for Ryan and Sarah McClain.

Option 3: Approves payment in lieu of improvements to E. Wagon Wheel Road in connection with 6774 E. Wagon Wheel Road a single-family dwelling for Ryan and Sarah McClain 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 E. Wagon Wheel Road including drainage improvements related thereto, sidewalks to be built in connection with 6774 E. Wagon Wheel Road, a single-family dwelling for Ryan and Sarah McClain.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W23-19) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO 7BREW IN CONNECTION WITH L22-25 A LARGE-SCALE DEVELOPMENT

WHEREAS, Ordinance #3047 provides for the waiver (W23-19) 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 (W23-19) of street improvements to including drainage improvements related thereto, sidewalks in connection with L22-25 a Large-Scale Development for 7Brew and the Planning Commission recommends payment in lieu 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 1316 E. Robinson Avenue including drainage improvements related thereto, sidewalks in connection with L22-25, a Large-Scale Development for 7Brew.

Option 2: Denies a waiver of street improvements to 1316 E. Robinson Avenue including drainage improvements related thereto, sidewalks in connection with L22-25, a Large-Scale Development for 7Brew.

Option 3: Approves payment in lieu of improvements to 1316 E. Robinson Avenue in connection with L22-25, a Large-Scale Development for 7Brew 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 1316 E. Robinson Avenue including drainage improvements related thereto, sidewalks to be built in connection with L22-25, a Large-Scale Development for 7Brew.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

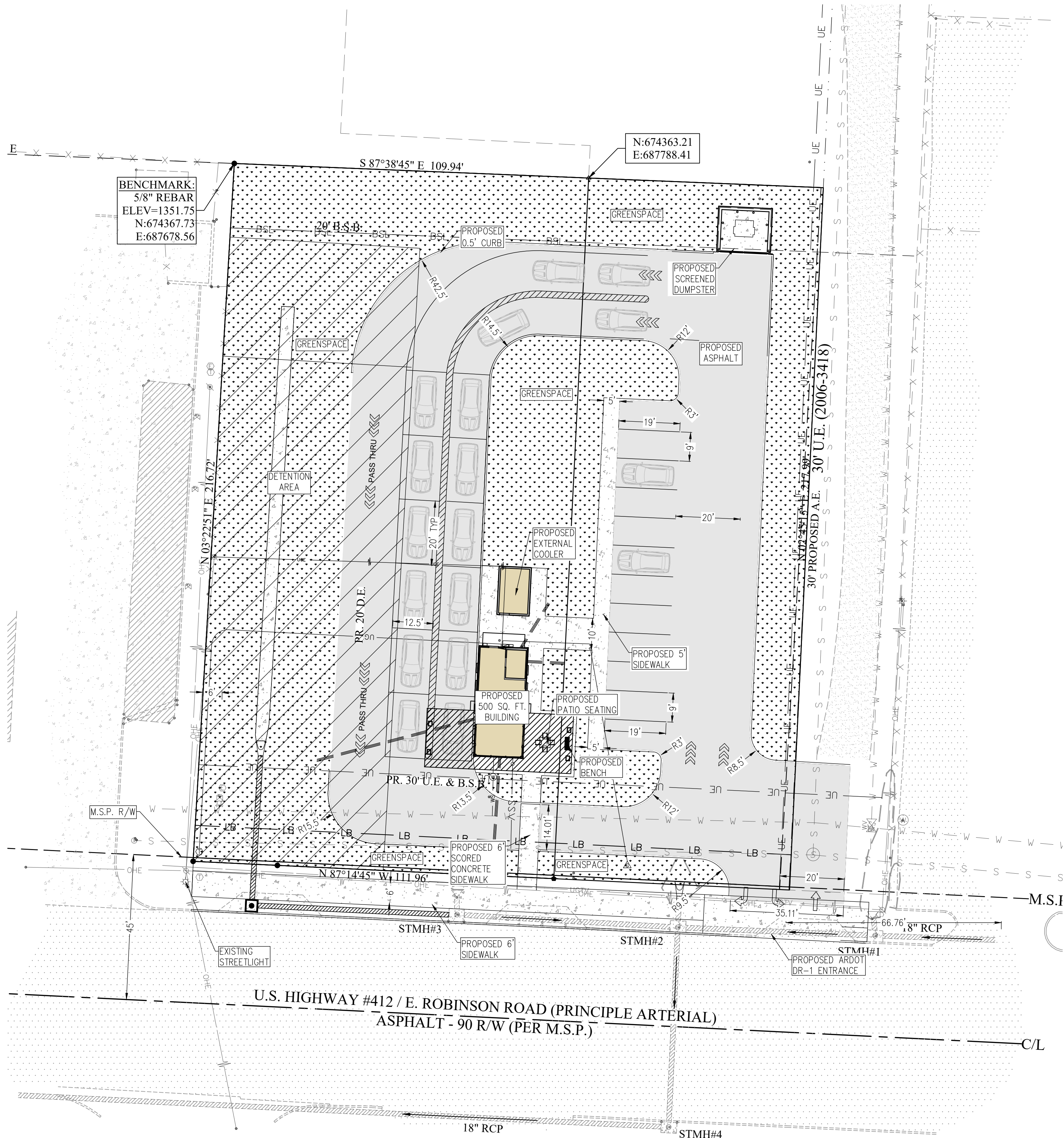
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

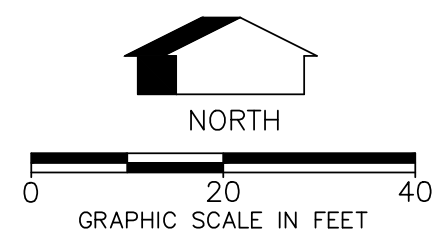
APPROVED AS TO FORM:

Ernest Cate, City Attorney



GENERAL NOTES:

1. THE OWNER/DEVELOPER SHALL BE RESPONSIBLE FOR THE COST OF ANY REQUIRED ADJUSTMENTS TO THE EXISTING WATER AND SEWER FACILITIES DUE TO SITE GRADING, PAVING, LOT LINE ADJUSTMENTS OR OTHER MATTERS.
 2. SPRINGDALE WATER UTILITIES WILL INSTALL THE PROPOSED WATER METER SERVICE AT THE OWNER/DEVELOPER'S EXPENSE.
 3. REQUESTS FOR METER SERVICES LARGER THAN A 3/4" WATER METER SETTER FOR IRRIGATION OR LARGER THAN 1" METER SETTER FOR POTABLE WATER WILL HAVE TO BE APPROVED IN WRITING BY THE ENGINEERING DIRECTOR OF SPRINGDALE WATER UTILITIES.
 4. INSTALL DOMESTIC METER AND IRRIGATION METER WITH A BACKFLOW PREVENTER.
 5. EXTERIOR GROUND-MOUNTED OR BUILDING-MOUNTED EQUIPMENT INCLUDING, BUT NOT LIMITED TO, MECHANICAL EQUIPMENT, UTILITIES, AND BANKS OF METERS SHALL BE SCREENED FROM PUBLIC VIEW WITH LANDSCAPING OR WITH AN ARCHITECTURAL TREATMENT COMPATIBLE WITH THE BUILDING ARCHITECTURE.
 6. ALL UTILITY WIRES, LINES, AND/OR CABLE UTILIZED BY ELECTRIC AND/OR TELECOMMUNICATIONS COMPANIES SHALL BE PLACED UNDERGROUND. EXCLUDING 12KV AND ABOVE.
 7. HANDICAPPED RAMPS SHALL BE PROVIDED WHEREVER A SIDEWALK CROSSES A CURB AT CROSSWALKS, DRIVEWAYS, AND STREET INTERSECTIONS.
 8. ALL MATERIAL AND COMPONENTS INSTALLED AFTER JANUARY 3, 2014 IN DRINKING WATER SYSTEMS ARE REQUIRED TO COMPLY WITH THE FEDERAL DEFINITION OF 'LEAD FREE' CONTAINED IN PUBLIC LAW 111-350.
 9. ANY RELOCATION OF EXISTING FACILITIES OR EXTENSION OF LINE THAT HAS TO BE BUILT SPECIFICALLY TO FEED THIS PROJECT WILL BE AT FULL COST TO THE DEVELOPER.
 10. IF OFF SITE EASEMENTS ARE NEEDED FOR SWEPKO TO PROVIDE ELECTRICITY TO THE DEVELOPMENT, EASEMENTS MUST BE OBTAINED BY DEVELOPER AND PROVIDED TO SWEPKO BEFORE THE DESIGN WILL BEGIN. ON SITE EASEMENTS MUST BE SHOWN ON PLAT AND RECORDED WITH THE COUNTY.
 11. ALL PROPERTY CORNERS AND EASEMENTS MUST BE CLEARLY MARKED BEFORE CONSTRUCTION WILL BEGIN.
 12. ALL CONDUITS PLACED AT ROAD CROSSINGS BY DEVELOPER MUST HAVE 48 INCH OF COVER AT FINAL GRADE AND MARKED WITH POST TO IDENTIFY END OF CONDUITS. (3-4 INCH SCHEDULE CONDUITS TO BE USED FOR ELECTRIC ONLY AT ALL ROAD CROSSINGS, CONDUITS MUST EXTEND PAST THE EDGE OF ANY OBSTRUCTIONS SO THAT THEY ARE ACCESSIBLE DURING CONSTRUCTION.) THERE MUST BE MINIMUM SEPARATION OF 12 INCHES BETWEEN CONDUITS FOR ELECTRIC AND CONDUITS FOR OTHER UTILITIES. THIS IS NESC CODE 354. ALL CONDUITS FOR ROAD CROSSINGS AND SPECIFIC WIDTHS OF U.E. MUST BE SHOWN ON FINAL PLAT BEFORE SWEPKO ELECTRIC WILL SIGN THE FINAL PLAT.
 13. TRANSFORMER MUST HAVE A MINIMUM OF 30 FEET CLEARANCE FROM ANY STRUCTURE. ANY VARIATION OF THIS REQUIREMENT MUST HAVE WRITTEN APPROVAL FROM A SWEPKO REPRESENTATIVE.
 14. TRANSFORMER WILL NEED TO BE LOCATED IN AN AREA EASILY ACCESSIBLE TO SWEPKO LINE TRUCKS FOR INSTALLATION AND CONTINUED MAINTENANCE.
 15. BOLLARDS WILL NEED TO BE INSTALLED AT ALL FOUR CORNERS OF TRANSFORMER PAD.
 16. A MINIMUM 15' UTILITY EASEMENT WILL BE REQUIRED FOR ALL UNDERGROUND CONDUCTORS UP TO AND INCLUDING THE LOCATION OF THE PAD MOUNT TRANSFORMER.
 17. DEVELOPER WILL NEED TO CONTACT NANCY GUISINGER AT SWEPKO (479-225-0813) AND PROVIDE HER WITH ELECTRICAL LOAD INFORMATION BEFORE ANY COST TO DEVELOPER CAN BE DETERMINED.
 18. DEVELOPER TO PROVIDE ALL TRENCH AND PVC CONDUITS INCLUDING STEEL SWEEPS IN ACCORDANCE WITH SWEPKO SPECIFICATIONS.
 19. ALL UTILITY EASEMENTS TO BE CLEARED OF ALL TREES, BRUSH, DIRT PILES, BUILDINGS AND DEBRIS SO THAT THE EASEMENT IS ACCESSIBLE WITH EQUIPMENT. IF EASEMENT IS NOT CLEARED DEVELOPER MAY BE SUBJECT TO EXTRA CHARGES.
 20. CONTRACTOR MUST APPLY FOR ELECTRIC TEMPORARY CONSTRUCTION AND PERMANENT SERVICE BEFORE ANY DESIGN AND COST IS DETERMINED BY SWEPKO.
 21. ANY ADDITIONAL WATER METER SERVICES OR SANITARY SEWER SERVICES NEEDED IN THE FUTURE SHALL BE INSTALLED BY SPRINGDALE WATER UTILITIES AT THE OWNER/DEVELOPER'S EXPENSE.
 22. ALL ROOFTOP EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW WITH AN ARCHITECTURAL TREATMENT THAT IS COMPATIBLE WITH THE BUILDING ARCHITECTURE.
- WHEN A COMMERCIAL DEVELOPMENT INCLUDES A FENCE OR WALL, THE FOLLOWING GUIDELINES AND STANDARDS APPLY:
- A. MAXIMUM HEIGHT OF A FENCE OR WALL SHALL BE 8'
 - B. CONSTRUCTED OF HIGH QUALITY MATERIALS SUCH AS, DECORATIVE BLOCKS, BRICK, STONE, CYPRESS, CEDAR, REDWOOD, AND/OR WROUGHT IRON.
 - C. MAXIMUM LENGTH OF A CONTINUOUS, UNBROKEN, AND UNINTERRUPTED FENCE OR WALL SHALL BE 50'. BREAKS SHALL BE PROVIDED THROUGH THE USE OF COLUMNS, LANDSCAPING POCKETS, TRANSPARENT SECTIONS, AND/OR A CHANGE TO DIFFERENT MATERIALS.
23. STREETLIGHTS TO BE PAID FOR BY DEVELOPER. THE STREETLIGHT FIXTURE SHALL BE THE MOST ENERGY EFFICIENT MODEL PROVIDED BY THE ELECTRIC UTILITY AT THE TIME OF INSTALLATION, OR AS DIRECTED BY THE PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR OR HIS/HER DESIGNATED REPRESENTATIVE.
 24. WATER AND SEWER LINES MUST BE LOCATED A MINIMUM OF 7.5 FEET FROM THE TOP OF AN EMBANKMENT OR THE TOP OF ANY DETENTION POND SLOPE.
 25. ALL WATER AND SANITARY SEWER TAP WHICH ARE NOT INDICATED ON THE PLANS SHALL BE IN ACCORDANCE WITH SPRINGDALE WATER UTILITIES STANDARD SPECIFICATIONS.
 26. STOCKPILING OF CONSTRUCTION SPOIL MATERIAL AT PARTICULAR LOCATIONS SHALL ONLY BE ALLOWED FOR A LIMITED TIME PERIOD, NOT EXCEEDING (6) MONTHS. PRIOR TO A FINAL INSPECTION OF GRADING PERMIT, THE FOLLOWING STANDARDS SHALL BE ACHIEVED FOR COMPLETION OF CONSTRUCTION:
 - A.) DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY PLANNING COMMISSION AND
 - B.) THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND
 - C.) NO SLOPES STEEPER THAN A 3:1 PITCH UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF ENGINEERING, AND
 - D.) NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SID BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND
 - E.) ALL HEAVY EQUIPMENT, STOCKPILES, AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM CONSTRUCTION SITE.



SITE AMENITIES:

1. PATIO SEATING
2. PICNIC TABLE

AMENITIES ARE TO BE COMPLEMENTARY TO THE PRINCIPAL MATERIALS OF THE BUILDING AND LANDSCAPE

PARKING REQUIREMENTS:

CHAPTER 130, ARTICLE 7, SECTION 7.4 - PARKING STANDARDS

GENERAL BUSINESS AND RETAIL SALES:
ONE (1) SPACE PER TWO HUNDRED (200) SQUARE FEET OF NET FLOOR AREA

BUILDING AREA: 500 SF

DRIVE-THROUGH COMMERCIAL FACILITIES:
IN ADDITION TO THE OTHER PARKING SPACE REQUIREMENT, HOLDING OR STACKING SPACES FOR EACH SERVICE WINDOW. EACH STACKING SPACE SHALL BE NO LESS THAN NINE (9) FEET WIDE BY TWENTY (20) FEET LONG.

TOTAL PARKING SPACES REQUIRED: 2
STACKING SPACES REQUIRED: 2

PARKING SPACES PROVIDED:
STANDARD SPACES: 12
STACKING SPACES: 22

BUILDING SETBACKS (C-5):

FRONT 0ft
FRONT 50ft (IF PARKING IS ALLOWED BETWEEN R-O-W AND THE BUILDING)
SIDE 00ft (SUBJECT TO APPLICABLE FIRE AND BUILDING CODES)
SIDE 20ft (WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT)
REAR 20ft

GREENSPACE CALCULATIONS:

10% REQ. PER C-5 ZONING

TOTAL AREA OF SITE 39981.62 SQ FT
PROPOSED IMPERMEABLE AREA 19999.24 SQ FT
POST-DEVELOPED GREENSPACE 19982.38 SQ FT

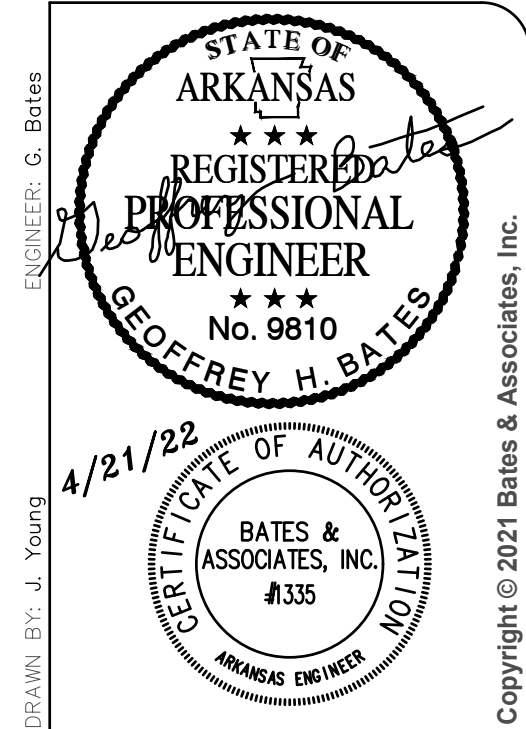
TOTAL PERCENTAGE GREENSPACE: 50%

SITE AREA INFORMATION

GROSS SITE AREA 39981.62 SQ FT
SITE AREA IN RIGHT OF WAY 195 SQ FT
NET SITE AREA 39786.62 SQ FT

GENERAL SURVEY NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



REVISIONS	DATE
1ST SUBMITTAL	3/31/22
2ND SUBMITTAL	4/21/22

7 BREW 412 EAST
LARGE SCALE DEVELOPMENT PLANS
L22-25

SITE PLAN

SPRINGDALE, ARKANSAS



DRAWING NO

03



Planning Commission Meeting
June 6, 2023

PROJECT: W23-19
APPLICANT: 7Brew
LOCATION: 1316 E. Robinson Avenue
REQUEST: Waiver of Sidewalk Requirement

0 00.01 0.02 0.03 0.03 Miles



SPRINGDALE
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHARITABLE DONATION AGREEMENT, AND AUTHORIZING THE PURCHASE OF PROPERTY FOR THE EXPANSION OF BLUFF CEMETERY.

WHEREAS, the acquisition of real property located adjacent to Bluff Cemetery, more specifically, Washington County Parcel No. 815-28318-000, Parcel No. 815-28315-000, Parcel No. 815-28316-000, Parcel No. 815-28317-000, and Parcel No. 815-25549-000, collectively "the Properties", and comprising approximately 7.31 acres, are needed by the City of Springdale for future expansion of Bluff Cemetery;

WHEREAS, the owner of the Properties has agreed to sell the Properties to the City of Springdale for the sum of \$760,000.00, which is a reasonable price for the Properties;

WHEREAS, Gary C. George and Robin A. George wish to make a charitable contribution to the City of Springdale for the express purpose of the City purchasing the Properties; and

WHEREAS, the City of Springdale and Gary C. George and Robin A. George wish to enter into a Charitable Donation Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, to effectuate the charitable contribution to the City for the purpose of the City purchasing the Properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached Charitable Donation Agreement, and are authorized to utilize funds derived therefrom to purchase the Properties in an amount not to exceed \$760,000.00, plus associated closing costs, and are authorized to execute all documents necessary to complete this transaction.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (this "Agreement") is entered into as of the ____ day of June, 2023 (the "Effective Date"), by and between Gary C. George and Robin A. George (the "Donors") and the City of Springdale, Arkansas (the "City").

WHEREAS, the Donors desire to make a charitable contribution to the City to be used by the City for the purposes specified in this Agreement; and

WHEREAS, the City desires to accept the charitable contribution and use such charitable contribution for the purposes specified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

Section 1. Background

- 1.1. The City owns and operates the Bluff Cemetery (the "Cemetery").
- 1.2. Contributions to the City qualify for a charitable deduction under Section 170 of the Internal Revenue Code of 1986, as amended (the "Code").
- 1.3. The parties desire the charitable contribution made pursuant to this Agreement to be made in compliance with all of the applicable provisions of the Code and accompanying Treasury Regulations governing charitable donations.

Section 2. Gift, Contribution and Donation

2.1. Within five (5) business days of the Donors' receipt of written notice from the City confirming that the contingency described in Section 2.2 below has been satisfied, the Donors will assign, deliver and transfer to the City cash and/or that number of shares of marketable securities in publicly traded companies, to be determined by Donors equal in value to seven hundred sixty thousand dollars (\$760,000.00) plus the closing costs arising from the consummation of the transaction described in Section 2.2 below (the "Donation").

2.2. The Donation is conditioned and contingent upon the City's execution of a legally binding agreement to purchase that certain real property adjacent to the Cemetery consisting of approximately 6.6 acres of land as more particularly described in Exhibit A attached hereto (the "Expansion Property"). If the contingency remains unsatisfied sixty (60) days after the Effective Date, then this Agreement shall automatically, and without the necessity of notice, terminate with the Donors' commitment hereunder to make the Donation deemed rescinded by mutual agreement.

2.3. If the transaction(s) necessary for the City to obtain legal rights and title to the Expansion Property are not consummated within five (5) days of the City's receipt of the

Donation, then the City shall return the Donation, or the full proceeds therefrom, to the Donors and reimburse the Donors for any costs or expenses incurred by the Donors in connection with the Donation.

Section 3. Covenants Related to the Donation

3.1. The City agrees that the Donation shall be used by the City only for the purpose of purchasing the Expansion Property.

3.2. The City agrees that the Expansion Property will become part of the Cemetery and will be used only for the purpose of providing additional burial sites for members of the public consistent with all applicable laws, regulations and ordinances of the City and the State of Arkansas (the “Limited Use”) with such Limited Use being included as restrictive covenant in the deed(s) executed in connection with the transaction described in Section 2.2 above.

3.3 The City agrees that its use of the Expansion Property shall not interfere with the bike trail and pedestrian walkway known as the Razorback Greenway currently located adjacent to the Expansion Property.

3.4. The City shall plat the additional burial plots within the Expansion Property by no later than thirty (30) days after receipt of the Donation.

3.5. The City shall complete all excavation, grading, landscaping, road construction, fencing (made of wrought iron in the same style as other fencing present in the Cemetery) and all other work necessary to physically integrate the Expansion Property into the Cemetery (the “Integration Work”) by no later than 180 days after receipt of the Donation. Notwithstanding the foregoing, upon the City’s request and with the Donors’ consent, which consent shall not be unreasonably withheld, the 180-day deadline in this Section 3.5 may be extended for: (a) portions of the Integration Work that involve demolition of occupied residential buildings or properties; and (b) the installation of the wrought iron fence along the eastern boundary of the Expansion Property which the Parties agree shall not be required until after the Integration Work involving such residential buildings or properties is completed. The City shall be solely responsible for all costs necessary to complete the Integration Work.

3.6. The City hereby agrees to transfer and convey to the Donors, for the exclusive use of the Donors and relatives of the Donors (determined by the Donors’ in their discretion), all burial sites within the area identified as the George Family Burial Plot in Exhibit A attached hereto (hereinafter the “George Family Plots”) with such area to be more specifically defined by mutual agreement of the Parties in the course of the City’s preparation of the plat referenced in Section 3.4 of this Agreement. The George Family Plots shall be transferred and conveyed to the Donors, or Donors’ designee(s), through deed(s) or other written instrument(s) approved by the State Board of Embalmers, Funeral Directors, Cemeteries and Burial Services as required by Arkansas Code Annotated Section 20-17-1019 with such conveyances to be consummated no later than one hundred and twenty (120) days after the Donation. In consideration of the City’s conveyance of the George Family Plots, the Donors shall pay an amount equal to the lesser of: (a) \$10,000.00;

or (b) ten percent (10%) of the costs incurred by the City for platting the Expansion Property and engineering services related to the Integration Work.

3.7. The City shall maintain and provide upkeep for the George Family Plots consistent with all rules, regulations and ordinances adopted by the City as to the Cemetery.

Section 4. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery, whether by fax, email or mail:

To the Donors: Mr. Gary George
 P.O. Drawer G
 Springdale, AR 72765
 gary.george@georgesinc.com

To the City: City of Springdale
 Attn: Mayor
 201 Spring Street
 Springdale, AR 72764

Either party may change its address for purposes of this Section 4 by giving the other party written notice of the new address in the manner set forth above.

Section 5. Miscellaneous.

5.1. All prior negotiations and agreements between the parties are superseded by this Agreement, and there are no representations, warranties, undertakings or agreements other than those expressly set forth herein, attached hereto or delivered pursuant hereto, except as modified in writing concurrently herewith or subsequent thereto.

5.2. Any term, provision, covenant, representation, warranty or condition of this Agreement or any other document or instrument executed or delivered and attached hereto may be waived, but only by a written instrument signed by the party entitled to the benefits thereof. The failure, delay or indulgence of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, or in any other document or instrument executed or delivered and attached hereto, shall in no manner operate as a waiver of or effect such party's right at a later time to enforce the same.

5.3. The parties agree that from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement. Each party represents and warrants that such party has the full power and authority to execute, deliver and perform this Agreement.

5.4. No modification or amendment of this Agreement or any other document or instrument executed or delivered and attached hereto shall be valid and binding unless it is in writing and signed by all parties.

5.5. This Agreement shall inure to the benefit of, and be binding upon, the parties and those represented by the parties and their respective successors, heirs, representatives, agents and assigns. Unless otherwise expressly permitted herein, no party may transfer or assign any of such party's rights under this Agreement without the prior written consent of all parties.

5.6. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

5.7. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other provision herein, but all other provisions of this Agreement shall remain in full force and effect.

5.8. This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Arkansas.

5.9. Nothing contained herein shall create any rights for the benefit of any third party.

5.10. This Agreement may be executed via facsimile or e-mail and in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

DONORS:

GARY C. GEORGE

ROBIN A. GEORGE

CITY OF SPRINGDALE:

By: _____

Title: _____

Exhibit A

Expansion Property: The parcels within the area outlined in red below comprising approximately 6.6 acres of land.



George Family Plots: All plots within the approximate area outlined in blue in the above map. The prices size and boundaries will be agreed upon by the parties in accordance with Sections 3.4 and 3.6 of the Agreement. The southern boundary of the George Family Plots will be established by a roadway adjacent to wrought iron fence both of which shall be constructed by the City in locations approved by the Donors.

RESOLUTION NO. _____

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

WHEREAS, the City of Springdale is planning to replace and construct Fire Station #4, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

WHEREAS, the contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000, and

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

Section 1. Expenditures for 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 Miller Boskus Lack Architects, P.A. for the construction of Fire Station #4.

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

PASSED AND APPROVED this 27th day of June, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Fourth day of April 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, Arkansas
201 Spring Street
Springdale, Arkansas 72764

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

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

MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Springdale Fire Station #4
West Huntsville Avenue
Springdale, Arkansas

The Owner and Architect agree as follows.

Init.

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User Notes:

(1699887223)

TABLE OF ARTICLES

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

Audy Lack or Ashley Mauldin
MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703
PH: 479-443-7121

§ 1.4 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.

§ 1.5 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 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than (~~\$one million dollars~~ (\$1,000,000.00)) for each occurrence and (~~\$two million dollars~~ (\$2,000,000.00)) in the aggregate for bodily injury and property damage.

§ 1.5.2 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.

§ 1.5.3 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 1.5.1 and 1.5.2, 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.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 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.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Owner identifies the following 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.

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

Colby Fulfer
City of Springdale
201 Spring Street
Springdale, Arkansas 72764

§ 2.3 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.

§ 2.4 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.

§ 2.5 The Owner shall provide prompt written notice to the Architect 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.

§ 2.6 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 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. 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 Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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. 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 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 binding 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 4.1.1.

§ 4.1.2 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 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 5.7.

§ 4.2 Mediation

§ 4.2.1 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 binding 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 binding dispute resolution.

§ 4.2.2 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 binding dispute resolution but, in such event, mediation shall proceed in advance of binding 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

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

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☒ One year from the date of Substantial Completion

☐ Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See attached Exhibit "A"

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, 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 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 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 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 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 () 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.)

10 % Ten Percent

§ 6.3.2.2 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 binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 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.

§ 7.4 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.

§ 7.4.1 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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, 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement)

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement)

AIA Document B201-2017, Standard Form of Architect's Services: Design and Construction Contract Administration

AIA Document A201-2017, General Conditions of the Contract for Construction

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement)

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

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement)

Exhibit "A" - Compensation
Exhibit "B" - Limitation of Liability

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement)

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

OWNER (Signature)

Doug Sprouse - Mayor
City of Springdale, Arkansas
(Printed name and title)

ARCHITECT (Signature)

Audrey G. Lack - Principal
MBL Architecture
(Printed name, title, and license number, if required)

The individual signing this Agreement, on behalf of the Owner, personally represents and warrants to the Project Manager and Project Manager's successors and assigns that such individual is duly authorized to sign this Agreement on behalf of the Owner and to bind the Owner by his/her signature without the joinder or approval of any other party. In the event the undersigned is not so authorized to enter into this Agreement on behalf of the Owner or to so bind the Owner to this Agreement by his/her signature, the undersigned personally guarantees the payment and performance of the obligations and covenants of the Owner under this Agreement.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:28:07 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL

(Title)

06.13.2023

(Dated)

AIA® Document B201™ – 2017

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Springdale Fire Station #4
West Huntsville Avenue
Springdale, Arkansas

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 4th day of April in the year Two Thousand Twenty-Three.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SCOPE OF ARCHITECT'S BASIC SERVICES
- 3 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The 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:

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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

Program will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9. Training features will be added to Station 4, but that scope is to be determined.

§ 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's physical characteristics will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

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

Cost for each station is to be determined.

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

- .1 Design phase milestone dates, if any:

To Be Determined

- .2 Construction commencement date:

To Be Determined

- .3 Substantial Completion date or dates:

To Be Determined

- .4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Management

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into the Agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 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.)

Blake Holte – Fire Chief
City of Springdale
417 Holcomb
Springdale, Arkansas 72764

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

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

ESI
1207 S. Old Missouri Road
Springdale, Arkansas 72764
PH: 479-751-8733

.3 Other, if any:

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

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:
(List name, legal status, address, and other contact information.)

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robbins Engineering, PLLC
10018 W. Markham Street
Little Rock, Arkansas 72205
PH: 501-664-7575

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, Arkansas 72916
PH: 479-452-8922

.3 Electrical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, Arkansas 72916
PH: 479-452-8922

§ 1.1.9.2 Consultants retained under Supplemental Services:

Int.

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

§ 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 schedule, 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.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 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.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner 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 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.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include 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 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.

§ 2.1.4 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.

§ 2.1.5 The Architect shall 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.

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

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design 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 Design Development Documents for the Owner's approval. The Design Development Documents 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.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 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 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 Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

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

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the 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 Contractor'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 Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, 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 Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 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 Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 2.6.2.4 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 Contractor, 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.

§ 2.6.2.5 Unless the Owner and Contractor 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 Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor 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 2.6.2 and on the data comprising the Contractor'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 Contractor 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.

§ 2.6.3.2 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Contractor'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.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor'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 Contractor'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.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor 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 Contractor'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.

§ 2.6.4.4 Subject to Section 3.2, 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.

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

§ 2.6.5 Changes in the Work

§ 2.6.5.1 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 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 2.6.6 Project Completion

§ 2.6.6.1 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 Contractor; 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.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (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 Contractor under the Contract Documents.

§ 2.6.6.5 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 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 3.1.1.1 Programming	Architect
§ 3.1.1.2 Multiple preliminary designs	Not Provided
§ 3.1.1.3 Measured drawings	Not Provided
§ 3.1.1.4 Existing facilities surveys	Not Provided
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Owner
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Architect and Construction Manager
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Not Provided
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Not Provided
§ 3.1.1.15 As-designed record drawings	Not Provided
§ 3.1.1.16 As-constructed record drawings	Not Provided

§ 3.1.1.17	Post occupancy evaluation	Not Provided
§ 3.1.1.18	Facility support services	Not Provided
§ 3.1.1.19	Tenant-related services	Not Provided
§ 3.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 3.1.1.21	Telecommunications/data design – includes design of communications, radio, telephone, data systems; does not include design of Head-In system	Architect
§ 3.1.1.22	Security evaluation and planning	Not Provided
§ 3.1.1.23	Commissioning	Owner
§ 3.1.1.24	Sustainable Project Services pursuant to Section 3.1.3	Not Provided
§ 3.1.1.25	Fast-track design services	Not Provided
§ 3.1.1.26	Multiple bid packages	Not Provided
§ 3.1.1.27	Historic preservation	Not Provided
§ 3.1.1.28	Furniture, furnishings, and equipment design	Owner
§ 3.1.1.29	Other services provided by specialty Consultants	
§ 3.1.1.30	Site Adapt of Prototype	Architect
§ 3.1.1.30	Other Supplemental Services	

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See attached Exhibit "A"

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

§ 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the 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 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 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 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 procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 3.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Eight (28) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, 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.

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 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 5.1; (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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 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.

§ 4.3 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.

§ 4.4 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.

§ 4.5 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.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 If the Owner identified a Sustainable Objective in Article I, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement.

§ 4.8 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the 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 contractors' 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 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.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

- .1 Stipulated Sum
(Insert amount)

- .2 Percentage Basis See attached Exhibit "A"
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.

- .3 Other
(Describe the method of compensation)

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit "A"

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined and will be agreed to in writing prior to the Architect completing these services.

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 6.5 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:

Schematic Design Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6 When compensation identified in Section 6.1 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.

§ 6.6.1 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 the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 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.)

See attached Exhibit "A"

Employee or Category	Rate (\$0.00)
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§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION

If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of the Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including any exhibits relied on in Section 3.1.)

Exhibit "A"

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:27:43 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2017, Standard Form of Architect's Services: Design and Construction Contract Administration, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL

(Title)

06.13.2023

(Dated)

Miller Boskus Lack Architects, P.A.

Exhibit “A”

Article 6.0 - Basic Services Compensation

Compensation for the Architects Basic Services, including the service of the MEP Engineers and Structural Engineer shall be computed by multiplying the percentage listed below for each phase of the work times the total cost of work less the total cost of furnishings, décor, and equipment not included in the architect’s construction documents. The cost of the work shall be determined as defined in Article 2 of AIA Document B201-2017 Standard Form of Architect’s Services. The fee for this scope of work will not exceed \$250,000.00 without prior written approval.

Design and Construction Contract Administration progress payments shall be allocated to services as listed below and will be billed on a monthly basis.

2.0	Design Services	
2.2	Schematic Design	.00%
2.3	Design Development	1.00%
2.4	Construction Documents	2.50%
2.5	Construction Procurement Services	0.00%
2.6	Contract Administration Services	1.50%
**Total Compensation		= 5.00% x cost of work

When compensation is based on a percentage of the Cost of Work 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, in accordance with Article 5 of AIA Document B201-2017 Standard Form of Agreement Between Owner and Architect.

Article 6.2 – Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the Architects’ professional services and include expenses incurred by the Architect’s consultant directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction

expenses; 4. Postage & Shipping. We assume a budget, not to exceed \$25,000 for reimbursable expenses. We will not exceed this amount without prior written approval.

Article 3.0 – Additional Services Compensation

Compensation for Additional Services will be computed as noted below.

3.1.1.6 – BIM Modeling

The architect utilizes the latest in BIM modeling software. Three-dimensional modeling will be used for the design of this project and for presentations, renderings, and visualization of the new facility. BIM modeling will be utilized for the production of construction documents and coordination of the architect's engineers. A BIM model for construction is not required by the Construction Manager and is not required for the construction of this new facility and therefore is not part of this agreement and will not be provided for these projects. The architect's fee for BIM modeling is \$0.

3.1.1.9 – Landscape Design

The architect will provide landscape design documents based on the design of Fire Station No. 8. The cost of this work is included in the base fee.

3.1.1.10 & 3.1.1.28 – Interior Design & FFE (Furniture, Fixtures, Equipment) Design

~~The architect will select furnishing, décor, & fixtures as required by the owner. The architect will provide plans and specifications for these items for bidding and procurement by the City of Springdale. The fee for these services will be computed by multiplying the total cost of the furnishings, décor, and fixtures times 8.5%. Not required.~~

3.1.1.21 – Telecommunications, Data, Communications

The Architect's engineer will design the low voltage systems for telecommunications and data systems to match previous prototypical stations. This will not include design of the Head-In systems. These will be procured directly by the City of Springdale. The fee for these services will be included in Architect's fee.

3.1.1.30 – Site Adapt of Prototype

The Architect and Architect's engineers will modify the prototype as necessary for the given sites on an hourly fee basis.

Hourly Rates

Principal	\$240.00 per hour
Sr. Project Architect	\$195.00 per hour
Specification Writer	\$195.00 per hour
Director of Urban Design	\$195.00 per hour
Interior Architect	\$175.00 per hour
Architect III	\$175.00 per hour
Architect II	\$165.00 per hour
Project Manager/BIM	\$165.00 per hour
Interior Designer	\$155.00 per hour
Architect I	\$145.00 per hour
Administrative	\$ 80.00 per hour

Exhibit “B”

Limitation of Liability

1. If the owner does not engage the Architect to provide Services during the construction phase of the Project, then the Architect shall not be responsible for changes, if any, made by others in documents furnished by the Architect under the Agreement; for components of the Project, if any, for which Shop Drawings, Product Data or Samples are required; or for the failure of any construction contractor to construct the Project in accordance with documents furnished by the Architect; and for errors or omissions, if any, by the Architect which it is reasonable to assume would have been noticed and corrected by the Architect had the Architect been engaged to perform construction phase Services. The Owner hereby agrees to release, defend, and indemnify the Architect from and against all claims and liability arising out of or alleged to have arisen out of those matters which are stated in the foregoing sentence to be outside the Architect's responsibilities.
2. The Owner and the Architect intend that the Services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained in the Agreement, the Owner agrees that, as the Owner's sole and exclusive remedy, all claims, demands and suits shall be directed and/or asserted only against the Architect, an Arkansas corporation, and not against any of the Architect's employees, officers, or directors.
3. The Owner and the Architect have discussed the Owner's risks, rewards and benefits associated with the Services and the Architect's risks and total compensation for Services. The Owner and the Architect have allocated the risks such that the Owner hereby agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner and all others for any and all injuries, claims, losses, costs, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount paid under the Architect's professional liability insurance. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty.
4. The Owner agrees to defend, indemnify and hold the Architect harmless from all claims for liability in excess of the limits set forth in Paragraph 3, above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of the Architect's performance of Services under the Agreement.
5. Since it would be unfair for the Architect to be exposed to liability for its failure to perform a service that the Owner had either refused to authorize or has instructed the Architect not to perform, the Owner hereby waives all claims against the Architect and agrees to defend, indemnify and hold the Architect harmless from claims or liability for injury or loss allegedly arising from the Architect's failure to perform a service that the Owner has either refused to authorize or has instructed the Architect not to perform.

RESOLUTION NO. _____

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

WHEREAS, the City of Springdale is planning to construct Fire Station #10 with 2023 bond proceeds, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Miller Boskus Lack Architects, P.A. as the most qualified firm;

WHEREAS, the contract proposes a fee of 5% of estimated construction costs with a price not to exceed \$250,000, and

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

Section 1. Expenditures for this project will be paid from the General Fund and reimbursed with 2023 Bond Funds.

Section 2. The Mayor and City Clerk are hereby authorized to execute an architecture services contract with Miller Boskus Lack Architects, P.A. for the construction of Fire Station #10.

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

PASSED AND APPROVED this 27th day of June, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document B102® – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Fourth day of April 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, Arkansas
201 Spring Street
Springdale, Arkansas 72764

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

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

MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Springdale Fire Stations #10
Wagon Wheel Road
Springdale, Arkansas

The Owner and Architect agree as follows.

Init.

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(1396191322)

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

§ 1.1.1 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.

§ 1.2 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.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

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

Audy Lack or Ashley Mauldin
MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703
PH: 479-443-7121

§ 1.4 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.

§ 1.5 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 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than ~~(\$ one million dollars (\$1,000,000.00))~~ for each occurrence and ~~(\$ two million dollars (\$2,000,000.00))~~ in the aggregate for bodily injury and property damage.

§ 1.5.2 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.

§ 1.5.3 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 1.5.1 and 1.5.2, 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.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 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.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, 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.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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.

§ 2.2 The Owner identifies the following 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.

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

Colby Fulfer
City of Springdale
201 Spring Street
Springdale, Arkansas 72764

§ 2.3 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

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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.

§ 2.4 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.

§ 2.5 The Owner shall provide prompt written notice to the Architect 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.

§ 2.6 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 3 COPYRIGHTS AND LICENSES

§ 3.1 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.

§ 3.2 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.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, 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 5 and Article 6. 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 Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 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. 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 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, 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.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 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 binding 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 4.1.1.

§ 4.1.2 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 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 5.7.

§ 4.2 Mediation

§ 4.2.1 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 binding 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 binding dispute resolution.

§ 4.2.2 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 binding dispute resolution but, in such event, mediation shall proceed in advance of binding 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. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 4.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 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.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, 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:

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

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

☐ One year from the date of commencement of the Architect's services

☒ One year from the date of Substantial Completion

☐ Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 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 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

See attached Exhibit "A"

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, 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 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 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 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars (\$.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 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 () 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)

10 % Ten Percent

§ 6.3.2.2 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 binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 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.

§ 7.4 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.

§ 7.4.1 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.

§ 7.5 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.

§ 7.6 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.

§ 7.7 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.

§ 7.8 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 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 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 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 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, 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 7.9.

§ 7.10 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 8 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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.

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

- .1 AIA Document B102™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement)

AIA Document B201-2017, Standard Form of Architect's Services: Design and Construction Contract Administration

AIA Document A201-2017, General Conditions of the Contract for Construction

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement)

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

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement)

Exhibit "A" – Compensation
Exhibit "B" – Limitation of Liability

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

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

OWNER (Signature)

Doug Sprouse – Mayor
City of Springdale, Arkansas
(Printed name and title)

ARCHITECT (Signature)

Audrey C. Lack – Principal
MBL Architecture
(Printed name, title, and license number, if required)

The individual signing this Agreement, on behalf of the Owner, personally represents and warrants to the Project Manager and Project Manager's successors and assigns that such individual is duly authorized to sign this Agreement on behalf of the Owner and to bind the Owner by his/her signature without the joinder or approval of any other party. In the event the undersigned is not so authorized to enter into this Agreement on behalf of the Owner or to so bind the Owner to this Agreement by his/her signature, the undersigned personally guarantees the payment and performance of the obligations and covenants of the Owner under this Agreement.

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:37:43 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL
(Title)

06.13.2023
(Dated)

AIA® Document B201™ – 2017

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:

(Name and location or address)

Springdale Fire Stations #10
Wagon Wheel Road
Springdale, Arkansas

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

MBL Architecture
2397 N. Green Acres Road
Fayetteville, Arkansas 72703

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 4th day of April in the year Two Thousand Twenty-Three.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

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| 1 | INITIAL INFORMATION |
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| 4 | OWNER'S RESPONSIBILITIES |
| 5 | COST OF THE WORK |
| 6 | COMPENSATION |
| 7 | ATTACHMENTS AND EXHIBITS |

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The 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:

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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

Program will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9.

§ 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's physical characteristics will remain consistent with the prototype developed through Stations 2, 3, 7, 8, & 9.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:

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

Cost for each station is to be determined.

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

- .1 Design phase milestone dates, if any:

To Be Determined

- .2 Construction commencement date:

To Be Determined

- .3 Substantial Completion date or dates:

To Be Determined

- .4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Management

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into the Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into the Agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 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.)

Blake Holte – Fire Chief

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City of Springdale
417 Holcomb
Springdale, Arkansas 72764

§ 1.1.8 The Owner shall retain the following consultants and contractors:

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

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

ESI
1207 S. Old Missouri Road
Springdale, Arkansas 72764
PH: 479-751-8733

.3 Other, if any:

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

§ 1.1.9 The Architect shall retain the consultants identified in Sections 1.1.9.1 and 1.1.9.2:

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

§ 1.1.9.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Robbins Engineering, PLLC
10018 W. Markham Street
Little Rock, Arkansas 72205
PH: 501-664-7575

.2 Mechanical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, Arkansas 72916
PH: 479-452-8922

.3 Electrical Engineer:

HSA Engineering Consulting Services, Inc.
7405 Ellis Street
Fort Smith, Arkansas 72916
PH: 479-452-8922

§ 1.1.9.2 Consultants retained under Supplemental Services:

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

§ 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 schedule, 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.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 The Architect's Basic Services consist of those described in this Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 2 are Supplemental or Additional Services.

§ 2.1.1 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.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner 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 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.

§ 2.1.3 As soon as practicable after the date of the Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include 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 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.

§ 2.1.4 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.

§ 2.1.5 The Architect shall 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.

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

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 3.1.1.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design 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 Design Development Documents for the Owner's approval. The Design Development Documents 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.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 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 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 Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

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

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 5.3.

§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 PROCUREMENT PHASE SERVICES

§ 2.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.5.2 Competitive Bidding

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 Negotiated Proposals

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 General

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

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Agreement. The Architect shall not

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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 Contractor'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 Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.2 and except as provided in Section 2.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 Evaluations of the Work

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.2.3, 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 Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.6.2.2 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 Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 2.6.2.4 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 Contractor, 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.

§ 2.6.2.5 Unless the Owner and Contractor 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 Contractor as provided in the Contract Documents.

§ 2.6.3 Certificates for Payment to Contractor

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor 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 2.6.2 and on the data comprising the Contractor'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 Contractor 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.

§ 2.6.3.2 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 2.6.4 Submittals

§ 2.6.4.1 The Architect shall review the Contractor'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.

§ 2.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor'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 Contractor'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.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor 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 Contractor'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.

§ 2.6.4.4 Subject to Section 3.2, 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.

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

§ 2.6.5 Changes in the Work

§ 2.6.5.1 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 3.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 2.6.6 Project Completion

§ 2.6.6.1 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 Contractor; 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.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (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 Contractor under the Contract Documents.

§ 2.6.6.5 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 3 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.1 SUPPLEMENTAL SERVICES

§ 3.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 3.1.2 below or attach the description of services as an exhibit to the Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 3.1.1.1 Programming	Architect
§ 3.1.1.2 Multiple preliminary designs	Not Provided
§ 3.1.1.3 Measured drawings	Not Provided
§ 3.1.1.4 Existing facilities surveys	Not Provided
§ 3.1.1.5 Site evaluation and planning	Architect
§ 3.1.1.6 Building Information Model management responsibilities	Architect
§ 3.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 3.1.1.8 Civil engineering	Owner
§ 3.1.1.9 Landscape design	Architect
§ 3.1.1.10 Architectural interior design	Architect
§ 3.1.1.11 Value analysis	Architect and Construction Manager
§ 3.1.1.12 Detailed cost estimating beyond that required in Section 5.3	Not Provided
§ 3.1.1.13 On-site project representation	Not Provided
§ 3.1.1.14 Conformed documents for construction	Not Provided
§ 3.1.1.15 As-designed record drawings	Not Provided
§ 3.1.1.16 As-constructed record drawings	Not Provided

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§ 3.1.1.17	Post occupancy evaluation	Not Provided
§ 3.1.1.18	Facility support services	Not Provided
§ 3.1.1.19	Tenant-related services	Not Provided
§ 3.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 3.1.1.21	Telecommunications/data design – includes design of communications, radio, telephone, data systems; does not include design of Head-In system	Architect
§ 3.1.1.22	Security evaluation and planning	Not Provided
§ 3.1.1.23	Commissioning	Owner
§ 3.1.1.24	Sustainable Project Services pursuant to Section 3.1.3	Not Provided
§ 3.1.1.25	Fast-track design services	Not Provided
§ 3.1.1.26	Multiple bid packages	Not Provided
§ 3.1.1.27	Historic preservation	Not Provided
§ 3.1.1.28	Furniture, furnishings, and equipment design	Owner
§ 3.1.1.29	Other services provided by specialty Consultants	
§ 3.1.1.30	Site Adapt of Prototype	Architect
§ 3.1.1.30	Other Supplemental Services	

§ 3.1.2 Description of Supplemental Services

§ 3.1.2.1 A description of each Supplemental Service identified in Section 3.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See attached Exhibit "A"

§ 3.1.2.2 A description of each Supplemental Service identified in Section 3.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 3.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 3.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement. The Owner shall compensate the Architect as provided in Section 6.2.

§ 3.2 ARCHITECT'S ADDITIONAL SERVICES

The Architect may provide Additional Services after execution of the 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 3.2 shall entitle the Architect to compensation pursuant to Section 6.3 and an appropriate adjustment in the Architect's schedule.

§ 3.2.1 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 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 procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 ~~Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 3.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Eight (28) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 3.2.4 Except for services required under Section 2.6.6.5 and those services that do not exceed the limits set forth in Section 3.2.3, 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.

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

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 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 5.1; (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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.2 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.

§ 4.3 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.

§ 4.4 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.

§ 4.5 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.

§ 4.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 3.1.1.

§ 4.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to the Agreement.

§ 4.8 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of the 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 contractors' 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 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.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

Init.

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 3.1.1, as a Supplemental Service.

§ 5.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102™-2017;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 5.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 6.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Architect's Basic Services as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis See attached Exhibit "A"
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 6.6.
- .3 Other
(Describe the method of compensation)

§ 6.2 For the Architect's Supplemental Services designated in Section 3.1.1 and for any Sustainability Services required pursuant to Section 3.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit "A"

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined and will be agreed to in writing prior to the Architect completing these services.

§ 6.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services)

§ 6.5 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:

Schematic Design Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Zero</u>	percent (	<u>0</u>	%)
Construction Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 6.6 When compensation identified in Section 6.1 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.

§ 6.6.1 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 the Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 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.)

See attached Exhibit "A"

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 6.8 INITIAL PAYMENT TO THE ARCHITECT FOR SUSTAINABILITY CERTIFICATION

If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of the Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

(List other documents, if any, including any exhibits relied on in Section 3.1.)

Exhibit "A"

Init.

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User Notes:

(947540555)

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Audy G. Lack, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 16:38:58 ET on 04/19/2023 under Order No. 4104236605 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B201™ – 2017, Standard Form of Architect's Services: Design and Construction Contract Administration, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

PRINCIPAL

(Title)

06.13.2023

(Dated)

Miller Boskus Lack Architects, P.A.

Exhibit “A”

Article 6.0 - Basic Services Compensation

Compensation for the Architects Basic Services, including the service of the MEP Engineers and Structural Engineer shall be computed by multiplying the percentage listed below for each phase of the work times the total cost of work less the total cost of furnishings, décor, and equipment not included in the architect's construction documents. The cost of the work shall be determined as defined in Article 2 of AIA Document B201-2017 Standard Form of Architect's Services. The fee for this scope of work will not exceed \$250,000.00 without prior written approval.

Design and Construction Contract Administration progress payments shall be allocated to services as listed below and will be billed on a monthly basis.

2.0	Design Services	
2.2	Schematic Design	.00%
2.3	Design Development	1.00%
2.4	Construction Documents	2.50%
2.5	Construction Procurement Services	0.00%
2.6	Contract Administration Services	1.50%
**Total Compensation		= 5.00% x cost of work

When compensation is based on a percentage of the Cost of Work 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, in accordance with Article 5 of AIA Document B201-2017 Standard Form of Agreement Between Owner and Architect.

Article 6.2 – Reimbursable Expenses

Reimbursable expenses are in addition to compensation for the Architects' professional services and include expenses incurred by the Architect's consultant directly related to the project as follows: 1. Transportation and authorized out-of-town travel and subsistence; 2. Fees paid for securing approval of authorities having jurisdiction over the project; 3. Printing and Reproduction

expenses; 4. Postage & Shipping. We assume a budget, not to exceed \$25,000 for reimbursable expenses. We will not exceed this amount without prior written approval.

Article 3.0 – Additional Services Compensation

Compensation for Additional Services will be computed as noted below.

3.1.1.6 – BIM Modeling

The architect utilizes the latest in BIM modeling software. Three-dimensional modeling will be used for the design of this project and for presentations, renderings, and visualization of the new facility. BIM modeling will be utilized for the production of construction documents and coordination of the architect's engineers. A BIM model for construction is not required by the Construction Manager and is not required for the construction of this new facility and therefore is not part of this agreement and will not be provided for these projects. The architect's fee for BIM modeling is \$0.

3.1.1.9 – Landscape Design

The architect will provide landscape design documents based on the design of Fire Station No. 8. The cost of this work is included in the base fee.

3.1.1.10 & 3.1.1.28 – Interior Design & FFE (Furniture, Fixtures, Equipment) Design

~~The architect will select furnishing, décor, & fixtures as required by the owner. The architect will provide plans and specifications for these items for bidding and procurement by the City of Springdale. The fee for these services will be computed by multiplying the total cost of the furnishings, décor, and fixtures times 8.5%.—Not required.~~

3.1.1.21 – Telecommunications, Data, Communications

The Architect's engineer will design the low voltage systems for telecommunications and data systems to match previous prototypical stations. This will not include design of the Head-In systems. These will be procured directly by the City of Springdale. The fee for these services will be included in Architect's fee.

3.1.1.30 – Site Adapt of Prototype

The Architect and Architect's engineers will modify the prototype as necessary for the given sites on an hourly fee basis.

Hourly Rates

Principal	\$240.00 per hour
Sr. Project Architect	\$195.00 per hour
Specification Writer	\$195.00 per hour
Director of Urban Design	\$195.00 per hour
Interior Architect	\$175.00 per hour
Architect III	\$175.00 per hour
Architect II	\$165.00 per hour
Project Manager/BIM	\$165.00 per hour
Interior Designer	\$155.00 per hour
Architect I	\$145.00 per hour
Administrative	\$ 80.00 per hour

Exhibit “B”

Limitation of Liability

1. If the owner does not engage the Architect to provide Services during the construction phase of the Project, then the Architect shall not be responsible for changes, if any, made by others in documents furnished by the Architect under the Agreement; for components of the Project, if any, for which Shop Drawings, Product Data or Samples are required; or for the failure of any construction contractor to construct the Project in accordance with documents furnished by the Architect; and for errors or omissions, if any, by the Architect which it is reasonable to assume would have been noticed and corrected by the Architect had the Architect been engaged to perform construction phase Services. The Owner hereby agrees to release, defend, and indemnify the Architect from and against all claims and liability arising out of or alleged to have arisen out of those matters which are stated in the foregoing sentence to be outside the Architect's responsibilities.
2. The Owner and the Architect intend that the Services in connection with the Project shall not subject the Architect's individual employees, officers, or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained in the Agreement, the Owner agrees that, as the Owner's sole and exclusive remedy, all claims, demands and suits shall be directed and/or asserted only against the Architect, an Arkansas corporation, and not against any of the Architect's employees, officers, or directors.
3. The Owner and the Architect have discussed the Owner's risks, rewards and benefits associated with the Services and the Architect's risks and total compensation for Services. The Owner and the Architect have allocated the risks such that the Owner hereby agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner and all others for any and all injuries, claims, losses, costs, expenses, damages (including consequential damages), or claim expenses arising out of the Agreement or its breach, from any cause or causes shall not exceed the total amount paid under the Architect's professional liability insurance. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract, and breach of warranty.
4. The Owner agrees to defend, indemnify and hold the Architect harmless from all claims for liability in excess of the limits set forth in Paragraph 3, above, for injury or loss sustained or alleged by any person or entity, whether or not a party to the Agreement, and allegedly arising out of the Architect's performance of Services under the Agreement.
5. Since it would be unfair for the Architect to be exposed to liability for its failure to perform a service that the Owner had either refused to authorize or has instructed the Architect not to perform, the Owner hereby waives all claims against the Architect and agrees to defend, indemnify and hold the Architect harmless from claims or liability for injury or loss allegedly arising from the Architect's failure to perform a service that the Owner has either refused to authorize or has instructed the Architect not to perform.

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO UTILIZE FEDERAL-AID FUNDS
FOR THE FOLLOWING CITY PROJECT:

Trail Feasibility: Watkins Ave. — Cambridge St. & Gutensohn Rd. — S. Pleasant St.

WHEREAS, the Northwest Arkansas Regional Planning Commission has approved Federal-aid Carbon Reduction Program — Attributable funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
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 OF SPRINGDALE, ARKANSAS THAT:

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: 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 City project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2023.

Doug Sprouse
Mayor of Springdale

ATTEST: _____
(SEAL)



ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O.Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax' 501.569.2400

May 31, 2023

The Honorable Doug Sprouse
Mayor of Springdale
201 Spring St.
Springdale, AR 72764

Re: Trail Feasibility:
Watkins Ave. — Cambridge St.
& Gutensohn Rd. — S. Pleasant St.

Dear Mayor Sprouse:

Reference is made to the trail feasibility project, in the areas of Watkins Ave. to Cambridge St. and Gutensohn Rd. to S. Pleasant St., which was awarded Carbon Reduction Program funding by the Northwest Arkansas Regional Planning Commission.

In order to proceed with a Federal-aid project, your City Council must adopt a Resolution (sample enclosed) authorizing you to enter into any necessary agreements with the Department for the project. Then, you and your City Attorney must sign the enclosed Agreement of Understanding. Upon receipt of the Agreement, State and Federal-aid job numbers will be assigned and a copy of the executed Agreement of Understanding will be returned to you. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced Forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact Erika Simple in our Program Management Division at (501) 569-2481 or Erika.Simple@ardot.nv.

Sincerely,

Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosures

c: Chief Engineer — Preconstruction

Chief Engineer — Operations

Assistant Chief Engineer — Planning

Assistant Chief Engineer — Design

Consultant Contracts

Program Management

Roadway Design

Transportation Planning and Policy

District 4

Mr. Tim Conklin, Executive Director, NWA Regional Planning Commission



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

131 1 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax.- (479) 751 2'150

<http://nwarpc.org>

December 27, 2022

Mayor Doug Sprouse
City of Springdale
201 Spring Street
Springdale, AR 72764

**Re: Preliminary Engineering/Planning/Feasibility - Trail Projects
Watkins Ave. to Cambridge St. and Gutensohn Rd. to S. Pleasant St.
FFY 2022/2023 Carbon Reduction Program (CRP)
Total NWARPC Federal Funds Awarded to Project: \$100,000**

Dear Mayor Sprouse:

I am pleased to inform you that the preliminary engineering/planning/feasibility of two potential trail sections (Watkins Ave. to Cambridge St. and Gutensohn Rd. to S. Pleasant St.) Project was selected by the Northwest Arkansas Regional Planning Commission on December 7, 2022, for FFY 2022/2023 Carbon Reduction Program (CRP) funding. The CRP funds awarded are shown below:

CRP Funds	\$100,000 (80% Federal)
City	\$ 25,000 (20% Local Match)
Total	\$125,000

The CRP awards are contingent on eligibility determination by Arkansas Department of Transportation (ARDOT) and Federal Highway Administration (FHWA). CRP funding is subject to an obligation limitation and the total available funds may change after final FFY 2022/2023 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2023. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2023, in order to allow sufficient time to obligate the CRP funds for this project.

Please note that CRP projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway." Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Patsy Christie

Director

**Cc: Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Chris Dillaha, ARDOT
Mr. Sunny Farmahan, ARDOT
Patsy Christie, Planning Director, Mike Peters, Active Transportation Coordinator**

RESOLUTION NO. XX-23

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO APPLY FOR STBGP-A FUNDING FOR CONSTRUCTION OF DON TYSON PARKWAY FROM GENE GEORGE BOULEVARD TO HIGHWAY 112

WHEREAS, the Don Tyson Parkway project from Gene George Boulevard to Highway 112 has been designed; and

WHEREAS, All easements and rights-of-way are currently be acquired for the construction of this street; and

WHEREAS, \$4,500,000 of STBGP-A funding has already been awarded for construction of this project; and

WHEREAS, the estimated construction cost of \$11,900,000.00, the City intends to submit an application requesting the remaining 80% STBGP-A funding (\$5,020,000.00) and provide the required match of 20% (\$1,255,000.00):

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

Section 1. The city of Springdale is committed to the Don Tyson Parkway extension project and recognizes its regional significance.

Section 2. The required matching funds are committed in an amount not to exceed \$1,255,000.00

PASSED AND APPROVED this 27th day of June, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
MUNICIPAL SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL CONTRACT WITH
CARDS NWA, LLC, FOR THE PROVISION OF
COLLECTION, RECYCLING, COMPOSTING, TRANSFER
AND DISPOSAL OF SOLID WASTE IN THE CITY OF
SPRINGDALE, ARKANSAS.**

WHEREAS, on December 12, 1995, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2442 authorizing a sanitation service contract for the provision of collection, recycling, composting, transfer, and disposal of solid waste in the City of Springdale;

WHEREAS, the provisions of the existing solid waste contract, together with all extensions thereto, will expire on November 30, 2023;

WHEREAS, on January 24, 2023, the City Council for the City of Springdale, Arkansas, passed Resolution No. 18-23, which authorized the execution of a professional services agreement with Solid Waste Specialists for the purpose of developing request for proposals for a solid waste contract, identifying solid waste needs, securing the best value for collection services, creating a recommended priority list, and other issues associated with awarding a solid waste contract to begin December 1, 2023;

WHEREAS, the City utilized a procurement process for the purpose of evaluating and awarding a solid waste agreement, which included a pre-bid meeting, the submittal of written proposals, the scoring of submitted proposals, and interviews; all conducted in order to ensure that the selection process was competitive, accurate, and timely;

WHEREAS, after the completion of the procurement process, it is the recommendation that Cards NWA, LLC, be awarded the solid waste contract for the collection, recycling, composting, transfer, and disposal of solid waste in the City of Springdale; and

WHEREAS, City desires to grant to Cards NWA, LLC, the exclusive right to operate and maintain the service of collection, transportation, and disposal of residential garbage and trash, residential recycling, and composting, over, upon, along and across City's present and future streets, alleys, bridges, and public properties subject to the terms of the Contract to be entered into between the City and Cards NWA, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the terms and conditions of a contract with Cards NWA, LLC, for the provision of collecting, recycling, composting, transfer, and disposal of solid waste, incorporated herein, is hereby approved by the City Council of the City of Springdale, Arkansas, and the Mayor and City Clerk are hereby authorized to execute the contract on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

Solid Waste and Recycling Contract

June 19, 2023



SPRINGDALE™
WE'RE MAKING IT HAPPEN

Current Services

Solid Waste	Recycling	Bulk	Compost
1 x per week in 95-gallon cart	Every Other week in 95-gallon cart	City Collects	1 x per week in bags additional fee

Waste Management's current contract expires December 1, 2023

Current Rates:

Waste: \$17.31 (Senior Discount 10%) Yard Waste: \$.95 per sticker



PROCUREMENT PROCESS

- City engaged Solid Waste Specialists in February 2023 to provide RFP and Contract documents and assist with the procurement of a new contract for the upcoming term.
- The kick-off meeting was held in February where the selected Solid Waste RFP Committee gave specific instructions to SWS regarding changes desired in the new contract.

PROCUREMENT PROCESS

SWS prepared an RFP and Contract based on Two Options:

Option 1

- Garbage collection 1 x weekly using NEW 95-gallon carts (Contractor)
- Recycling collection 1 x weekly using NEW 95-gallon carts (Contractor)
- 2 cubic yards of Brush (formerly compost) would be collected 1 x weekly (loose) and taken to the landfill.

Option 2

- Garbage collection 1 x weekly using NEW 95-gallon carts (Contractor)
- Recycling collection 1 x weekly using NEW 95-gallon carts (Contractor)
- Compost will be collected using compostable bags (Customer).

PROCUREMENT PROCESS

- Annual Rate adjustments will be determined using the Bureau of Labor Statistics Garbage and Trash Index.
- Future rate adjustments will be capped at 4%.

PROCUREMENT PROCESS

- Pre-Bid meetings were held on April 18th
- Five firms attended the meetings and were then given a week to send in follow-up questions to allow Staff to respond.

Three firms responded with a proposal, two no-bid

Waste Management (incumbent)

LRS

CARDS



SCORING WEIGHTNG CRITERIA

Criteria	Percent of Total
Experience Providing Like-Services to Like-Sized Cities	7%
Financial Strength of Proposer	5%
Operational Plan and Personnel Resumes	10%
TRIR and DART Safety Scores	3%
Transition Plan in Detailed Narrative Format	10%
Disaster Management Plan	5%
Customer Service, Reporting, the use of GPS & Support	20%
Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	10%
Competitive Cost of Proposal	30%

THE SCORING PROCESS

The City provided a team of five personnel to perform the work of judging the submittals and any alternates.

SWS held a scoring workshop to review how the scoring process would be performed by the Judges utilizing a spreadsheet that reflected the written portion of the submittals.

SWS scored the numerical pricing entries using extension data provided by Staff and then combined the two scoring functions.



THE SCORING PROCESS

			LRS	CARDS	WM
5= extremely qualified 4= well qualified 3= qualified 2= possibly qualified 1= no recommendation	Detractors				
Experience providing similar services in like-size cities	TAB 1 Past Performance and Experience of Contractor	7%	3	5	5
Financial Strength of Proposer	TAB 2 Evidence of Financial Ability	5%	5	0	5
Operational Plan and Personnel Resumes	TAB 4, 5 & 6 Experience of Personnel, Equipment no older than four years, Operating Plan	10%	3	4	5
TRIR and DART Scores	Tab 6 - Lowest Possible Score is "0" for both	3%	5	5	4
Transition Plan Detailed Narrative	TAB 7 Quality of Plan to implement all services - delivery of equipment, education of customers, etc.	10%	3	4	5
Disaster Management Plan	TAB 9 Quality of Plan to assist the City with cleanup after major storm	5%	3	3	5
Customer Service, Reporting GPS & Support	Non-Tabbed section How GPS Tracking System interfaces with Customer Service - Customer Service responsiveness and reporting	20%	4	5	3
Compliance, Clarity of Proposal – Minimal Exceptions to RFP and Contract	How well proposal follows RFP - TAB 10 <u>minimum number</u> of exceptions to the Proposal.	10%	4	5	3
	Total Weighted Score >>		51.2	59	57.4
		70%			

THE SCORING PROCESS

The Written Evaluation, scored by the Committee selected by the City, had a potential of 70 points for a perfect score.

The Price Evaluation, rates extended by actual quantities of work, had a value of 30 points for the lowest score, with other scores based on a ratio against that lowest score.

The two steps were combined for a Total Score.

RATE TABULATIONS OPTION 1

Responses to the Base Bid

Option 1

- Garbage collection 1 x weekly using NEW 95-gallon carts (Contractor)
- Recycling collection 1 x weekly using NEW 95-gallon carts (Contractor)
- 2 cubic yards of Brush (formerly compost) would be collected 1 x weekly (loose) and taken to the landfill.

– Waste Management No Bid

– LRS \$28.50

– CARDS \$22.05

RATE TABULATIONS OPTION 2

Responses to the Base Bid

Option 2

- Garbage collection 1 x weekly using NEW 95-gallon carts (Contractor)
 - Recycling collection 1 x weekly using NEW 95-gallon carts (Contractor)
 - Compost will be collected using compostable bags (Customer).
-
- | | | | |
|---------------------------|---------|-----------------------|---------|
| – <u>Waste Management</u> | \$28.60 | or keep current carts | \$24.25 |
| – <u>LRS</u> | \$28.50 | | |
| – <u>CARDS</u> | \$21.31 | | |

Considering Alternates

Each firm provided an alternate for Option 2 to provide a cart for composting 1 x week on the regular collection day.

This would affect about 25% of the homes that regularly compost.

Provide a NEW 95-gallon cart for Garbage Pickup 1 x week

Provide a NEW 95-gallon cart for Recycling Pickup 1 x week

Provide a NEW 95-gallon cart for Compost Pickup 1 x week

- | | | |
|---------------------------|--------------|--------------------------|
| – <u>Waste Management</u> | \$21.50 Base | + \$4.50 per subscriber |
| – <u>LRS</u> | \$27.00 Base | + \$14.90 per subscriber |
| – <u>CARDS</u> | \$18.55 Base | + \$1.30 per subscriber |

THE SCORING PROCESS

Written Evaluation Scores (70 points)

Waste Management 51.2 points

LRS 53.6 points

CARDS 53.0 points

THE SCORING PROCESS

Pricing Scores	Waste Management	LRS	CARDS
Option 1	No Bid	23.3	30
Option 2	22.4	22.5	30
Alternate	25.1	18.6	30

Combined	Waste Management	LRS	CARDS
Option 1	No Bid	76.9	83
Option 2	73.6	76.1	83
Alternate	76.3	72.2	83

INTERVIEWS

Prior to the interviews on June 2, the Solid Waste Judges prepared a list of questions for each proposer focusing on

Route Count

Landfill Capacity

Use of Transfer Stations

Equipment availability

Customer Service

Handling Missed Pickups

Handling Non-Pay Accounts

Contract Exceptions



INTERVIEWS

Waste Management

Current long-term supplier to the City with strong financials

Route Count – as the long-term supplier, their count would be the minimum to accept

Landfill Capacity- some question about the landfill's expansion but has a back-up site to use.

Equipment availability- has existing but took exception to the “no older than 4 years to start”

Customer Service -Stated they would add one local person to their CSR staff to help with calls.

Handling Missed Pickups – satisfactory workflow shown

Handling Non-Pay Accounts – satisfactory workflow before stop-service implemented

Contract Exceptions - Has an issue with the City-approved contract - Could not agree to the Rate Modification method in the RFP and contract and the 4% cap.

INTERVIEWS

LRS

Route Count – Provided for one more route per day than current vendor

Landfill Capacity- will use a third-party Transfer Station to contract-secured landfills.

Equipment availability- no issue

Customer Service -Stated they have adequate local personnel to handle Springdale calls.

Handling Missed Pickups – satisfactory workflow shown

Handling Non-Pay Accounts – satisfactory workflow before stop-service implemented

Contract Exceptions - None

INTERVIEWS

CARDS

This account size is larger than current referenced contracts. However, their work in Anna, Texas is the closest in size and is for ALL service lines. References were excellent.

Route Count – Route count meets and exceeds the current minimum

Landfill Capacity- will use their Transfer Station to contract-secured landfills. Their Transfer Station is scheduled to be online on July 1st.

Equipment availability- – has made advanced purchase of equipment “slots” to ensure delivery by start date.

Customer Service -They plan to increase local CSR staff by up to nine new people to handle Springdale calls.

Handling Missed Pickups – satisfactory workflow shown

Handling Non-Pay Accounts – satisfactory workflow before stop-service implemented

Contract Exceptions - None



Considering Bulky Waste Disposal

As part of the existing hauling contract, WM provides free disposal for the 1,500 tons that the City collects as part of Bulky collection.

During negotiations the City received the following offer for these tons to be taken to the CARDS Transfer Station:

Tonnage for Bulk Items from the City

\$0.30/month added to agreed upon option for solid waste and recycling for the first 1,500 tons. Any tons over 1,500 will be charged a rate of \$45/ton to the City.

Example:

$$\$18.55 + .030 = \textbf{\$18.85/home/month}$$

SOLID WASTE SPECIALIST'S RECOMMENDATION

SWS recommends the proposal from **CARDS** as the firm with the best overall combined score.

Our recommendation is to accept their alternate to provide an additional cart for compost and collect the cart along with the others on the same day each week.

SWS further recommends acceptance of the offer to receive the City-collected Bulky waste.

Total New Rate will be \$18.85 + \$1.30 per compost subscriber.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE
OF FUNDS TO PROVIDE TEMPORARY SPEED
TABLES/CUSHIONS ON LAKEVIEW DRIVE.**

WHEREAS, the City of Springdale is aware of certain traffic issues on Lakeview Drive;

WHEREAS, the City of Springdale has discussed several possible options to address the traffic issues on Lakeview Drive, and to ensure the health, safety, and welfare of those citizens living near or driving on Lakeview Drive;

WHEREAS, the City of Springdale has recently installed a new 4-way stop at the intersection of South Turner Street and Lakeview Drive; and,

WHEREAS, it is the recommendation of the Springdale City Council that additional measures be taken to increase the safety of those living and traveling on Lakeview Drive; these measures to include the installation of temporary speed tables/cushions on Lakeview Drive.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to expend an amount not to exceed \$10,000.00 for the installation of temporary speed tables/cushions on Lakeview Drive in order to provide for the health, safety, and welfare of those citizens living near or driving on Lakeview Drive, to be paid from the general fund.

PASSED AND APPROVED this ____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX REFUNDING AND IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING AND REFINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING COLLECTIONS OF A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Springdale, Arkansas (the “City”) the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the “State”) and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the “Authorizing Legislation”), capital improvement bonds as follows:

(a) bonds in the maximum principal amount of \$140,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Refunding and Improvement Bonds, Series 2018 (the “2018 Bonds Refunded”);

(b) bonds in the maximum principal amount of \$45,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Refunding Bonds, Taxable Series 2020 (the “2020 Bonds Refunded”);

(c) bonds in the maximum principal amount of \$135,000,000 to finance all or a portion of the costs of new, and improvements to existing, streets, roads, trails, bridges and sidewalks including particularly, without limitation, any curb, gutter, drainage, flood control and other related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments and traffic signals related thereto (“Street Improvements”);

(d) bonds in the maximum principal amount of \$16,250,000 to finance all or a portion of the costs of park and recreational facilities and improvements including particularly, without limitation, upgrades to existing parks and a new recreation center, and any necessary land acquisition, equipment and parking, drainage, flood control, lighting, street and utility improvements therefor (the “Park and Recreational Improvements”);

(e) bonds in the maximum principal amount of \$7,750,000 to finance all or a portion of the costs facilities, equipment and apparatus for the City's fire department, including particularly, without limitation, a new fire station and training facilities, and any necessary land acquisition and parking, drainage, flood control, street, lighting and utility improvements therefor (the “Fire Department Improvements”); and

(f) bonds in the maximum principal amount of \$16,250,000 to finance all or a portion of the costs of a new senior center including necessary equipment, furniture, fixtures, land

acquisition, drainage, flood control, street, utility and parking improvements therefor (the “Senior Center Improvements”); and

WHEREAS, at the special election held May 9, 2023, a majority of the electors voting on the questions approved the issuance of such bonds (the "Voter Approved Bonds"); and

WHEREAS, the City Council has determined to proceed to accomplish the refunding of the 2018 Bonds Refunded and the 2020 Bonds Refunded (collectively, the "Bonds Refunded") and to accomplish the Park and Recreational Improvements, the Fire Department Improvements, the Senior Center Improvements and a portion of the Street Improvements (collectively, the “2023 Improvements”), and to issue capital improvement bonds in the aggregate principal amount of \$_____ designated as “City of Springdale, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2023A and Series 2023B” (the “2023 Bonds”); and

WHEREAS, the proceeds of the 2023 Bonds designated "2023A" (the "Series 2023A Bonds") will be used to refund the Bonds Refunded and to finance Street Improvements; and

WHEREAS, the proceeds of the 2023 Bonds designated "2023B" (the "Series 2023B Bonds") will be used to finance the 2023 Improvements; and

WHEREAS, the City has made arrangements for the sale of the 2023 Bonds to Crews & Associates, Inc. and Stephens Inc. (the “Purchasers”), pursuant to a Bond Purchase Agreement between the Purchasers and the City (the “Agreement”), which has been presented to and is before this meeting for the following purchase prices: \$_____ (principal amount of \$_____ less underwriter's discount of \$_____) (the "2023A Purchase Price") for the Series 2023A Bonds; and \$_____ (principal amount less \$_____ of net original issue discount and less \$_____ of underwriter's discount) (the "2023B Purchase Price") for the Series 2023B Bonds; and

WHEREAS, the Preliminary Official Statement, dated June 20, 2023, offering the 2023 Bonds for sale (the “Preliminary Official Statement”), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and First Security Bank, Searcy, Arkansas, as Dissemination Agent (the “Disclosure Agreement”), providing for the ongoing disclosure obligations of the City with respect to the 2023 Bonds, has been presented to and is before this meeting; and

WHEREAS, payment of the scheduled principal of and interest on the 2023 Bonds when due is guaranteed by Build America Mutual Assurance Company, or any successor thereto or assignee thereof (the “2023 Insurer”), pursuant to a municipal bond insurance policy (the “2023 Insurance Policy”), as set forth in the 2023 Insurance Policy; and

WHEREAS, the 2023 Insurer will also issue a municipal bond debt service reserve insurance policy (the “2023 Reserve Policy”) in order to provide a debt service reserve for the 2023 Bonds in the amount of one-half of the maximum annual principal and interest requirements on the 2023 Bonds (viz, \$ _____); and

WHEREAS, the Debt Service Reserve Agreement, relating to the 2023 Reserve Policy, between the City and the 2023 Insurer (the “Reserve Agreement”) has been presented to and is before this meeting; and

WHEREAS, the principal amount of the 2023 Bonds, plus net original issue premium and the 2023 Reserve Policy amount, are allocated among purposes as hereinafter set forth in Section 28 hereof;

WHEREAS, the 2023 Bonds and any Additional Parity Bonds issued pursuant to Section 11 of this Ordinance are hereinafter collectively referred to as the "Bonds;"

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Springdale, Arkansas:

Section 1. The offer of the Purchaser for the purchase of (a) the Series 2023A Bonds from the City at the 2023A Purchase Price and (b) the Series 2023B Bonds from the City at the 2023B Purchase Price, subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the 2023 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchasers in connection with the sale of the 2023 Bonds is hereby in all respects authorized, approved and confirmed, and the Mayor be and he is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City to be delivered to the Purchasers as set forth in the Agreement.

Section 3. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement on behalf of the City. The Mayor and City Treasurer are each authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement. Any legal fees and other administrative costs incurred by the City in connection with making the annual report pursuant to the Disclosure Agreement (except audit fees) shall be considered administrative charges that may be payable from moneys in the Bond Fund.

Section 4. Under the authority of the Constitution and laws of the State of Arkansas (the “State”), including particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the “Authorizing

Legislation”), (a) the Series 2023A Bonds are hereby authorized and ordered issued in the total principal amount of \$_____, for the purpose of financing a portion of the Street Improvements, for the refunding of the Bonds Refunded, for paying professional fees related to any of the foregoing and necessary expenses incidental thereto, for the providing of a portion of the debt service reserve, and for the payment of expenses of issuing and insuring the Series 2023A Bonds and (b) the Series 2023B Bonds are hereby authorized and ordered issued in the total principal amount of \$_____, for the purpose of financing the 2023 Improvements, for paying professional fees related to any of the foregoing and necessary expenses incidental thereto, for the providing of a portion of the debt service reserve, and for the payment of expenses of issuing and insuring the Series 2023B Bonds.

The 2023 Bonds shall bear interest at the rates and shall mature on August 1 in the amounts and in the years as follows:

SERIES 2023A BONDS

<u>Year</u> <u>(August 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
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SERIES 2023B BONDS

<u>Year</u> <u>(August 1)</u>	<u>Amount</u>	<u>Interest Rate</u>
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The 2023 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the 2023 Bonds of each series shall be numbered from 1 upward in order of issuance. Each 2023 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any 2023 Bond shall not affect its validity.

The 2023 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the 2023 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the 2023 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten 2023 Bond for each stated maturity date and interest rate, as applicable, of each series which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the 2023 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the 2023 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the 2023 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the 2023 Bonds. The 2023 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the 2023 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding 2023 Bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the 2023 Bonds from the securities depository, and authenticate and deliver 2023 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive 2023 Bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the 2023 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the 2023 Bonds so long as the 2023 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the 2023 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the 2023 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of 2023 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each 2023 Bond shall be dated as of its date of delivery to the Purchasers. Interest on the 2023 Bonds shall be payable on February 1, 2024, and semiannually thereafter on February 1 and August 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by First Security Bank, Searcy, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such 2023 Bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books. Principal of the 2023 Bonds shall be payable at the corporate trust office of the Trustee.

Each 2023 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such 2023 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the forms set forth in Section 6 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No 2023 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such 2023 Bond shall be conclusive evidence that such 2023 Bond has been authenticated and delivered under this Ordinance. The Certificate on any 2023 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the 2023 Bonds.

In case any Bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new Bond of like date, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and Trustee in connection therewith, and, in the case of a Bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof, and furnishing the City and Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new Bond. In the event any such Bond shall have matured, instead of issuing a new Bond,

the City may pay the same without the surrender thereof. Upon the issuance of a new Bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause to be maintained books for the registration and for the transfer of the Bonds as provided herein and in the Bonds. The Trustee shall act as the Bond registrar. Each Bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal office of the Trustee. Upon such transfer a new fully registered Bond or Bonds of the same maturity, interest rate and series, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

Bonds may be exchanged at the principal corporate trust office of the Trustee for an equal aggregate principal amount of Bonds of any other authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the registered owner making the exchange is entitled to receive. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall be thereby authorized to authenticate and deliver such Bond.

No charge shall be made to any owner of any Bond for the privilege of transfer or exchange, but any owner of any Bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. Neither the Trustee nor the City shall be required to transfer or exchange any Bonds selected for redemption in whole or in part.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 5. The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City.

Payment of the principal of and interest on the 2023 Bonds as due (by stated maturity or by scheduled mandatory redemption) is insured by the Insurer pursuant to the Insurance Policy, as set forth in the Insurance Policy.

Section 6. The 2023 Bonds and the Trustee's Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2023A Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF SPRINGDALE
SALES AND USE TAX REFUNDING AND IMPROVEMENT BOND
TAXABLE SERIES 2023A

Interest Rate: _____ %

Maturity Date: August 1, _____

Dated Date: _____

CUSIP No.: _____

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on each February 1 and August 1 after the Dated Date shown above, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by

the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2023A, aggregating _____ Thousand Dollars (\$ _____) in principal amount (the “Series 2023A Bonds”), and is issued for the purpose of financing costs of refunding the City's outstanding Sales and Use Tax Refunding and Improvement Bonds, Series 2018 and Sales and Use Tax Refunding Bonds, Taxable Series 2020 and accomplishing street improvements, paying professional fees related to any of the foregoing and necessary expenses incidental thereto, providing a debt service reserve, and paying expenses of authorizing, issuing and insuring the Series 2023A Bonds. The City is also issuing its Sales and Use Tax Refunding and Improvement Bonds, Series 2023B (the “Series 2023B Bonds”) and the Series 2023A Bonds and the Series 2023B Bonds (collectively, the “bonds”) are equally and ratably secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the “State”), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the “Authorizing Legislation”), and pursuant to Ordinance No. _____ of the City duly adopted on _____, 2023 (the “Authorizing Ordinance”), and an election duly held on May 9, 2023 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections derived by the City from a 1% sales and use tax (the “Tax”) levied by the City under the Authorizing Legislation and Ordinance No. 5807 of the City duly adopted on February 14, 2023, and the City hereby pledges its collections of the Tax for the payment of this bond. The City

has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds (the "Additional Parity Bonds")

The Series 2023A Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity as follows:

(1) The Series 2023A Bonds are subject to redemption at the option of the City, from funds from any source, on and after February 1, 2030 in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Series 2023A Bonds shall be called for redemption, the particular maturities of the Series 2023A Bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the Series 2023 Bonds of any one maturity shall be called for redemption, the particular Series 2023A Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

(2) The Series 2023A Bonds shall be redeemed by the City from proceeds of the Series 2023A Bonds not needed for the intended purposes and Surplus Tax Collections (defined below) in whole at any time or in part on any interest payment date, in inverse order of maturity, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that "Surplus Tax Collections", being collections from the Tax in excess of the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's and administrative fees and expenses in connection with the bonds and any Additional Parity Bonds as the same become due, (2) make any arbitrage rebate payment due the United States, (3) fund and maintain a debt service reserve in the required amount and (4) pay the issuer of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy with respect to the bonds or any Additional Parity Bonds for any amounts owing with respect thereto must be used from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity in the following order of priority: first, the Series 2023A Bonds until fully paid, second, the Series 2023B Bonds until fully paid and third, the Additional Parity Bonds.

(3) To the extent not previously redeemed, the Series 2023A Bonds maturing on August 1 in years _____ and _____ are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on August 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Series 2023A Bonds Maturing August 1, 20__

Years

Principal Amount

Series 2023A Bonds Maturing August 1, 20__

Years

Principal Amount

In the case of any defeasance of the Series 2023A Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2023A Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the Tax receipts for the most recent twelve months.

In case any outstanding Series 2023A Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Series 2023A Bond shall be treated as a separate Series 2023A Bond of the denomination of \$5,000.

Notice of redemption identifying the Series 2023A Bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, to all registered owners of Series 2023A Bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of Series 2023A Bonds to be redeemed shall not affect the validity of the proceedings for redemption of other Series 2023A Bonds as to which notice of redemption is duly given in proper and timely fashion. All such Series 2023A Bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

[A Statement of Insurance provided by the 2023
Insurer shall be placed on the bond]

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2023A Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____.

FIRST SECURITY BANK
Searcy, Arkansas
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the Series 2023A Bonds.)

(Form of Series 2023B Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
CITY OF SPRINGDALE
SALES AND USE TAX REFUNDING AND IMPROVEMENT BOND
SERIES 2023B

Interest Rate: _____ %
Dated Date: _____
Registered Owner: Cede & Co.
Principal

Maturity Date: August 1, ____
CUSIP No.: _____

Amount:

KNOW ALL MEN BY THESE PRESENTS:

That the City of Springdale, Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of First Security Bank, Searcy, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from

the interest commencement date described below at the Interest Rate per annum shown above, payable on each February 1 and August 1 after the Dated Date shown above, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date. Notwithstanding the above, payment of interest shall be made by wire transfer when requested by the Registered Owner hereof if it is the registered owner of bonds of this issue in the aggregate principal amount of \$1,000,000 or more.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Springdale, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2023B (the "Series 2023B Bonds"), aggregating _____ Thousand Dollars (\$_____) in principal amount (the "bonds"), and is issued for the purpose of financing costs of accomplishing street improvements, park and recreational improvements, fire department improvements and senior center improvements, paying professional fees related to any of the foregoing and necessary expenses incidental thereto, providing a debt service reserve, and paying expenses of authorizing, issuing and insuring the Series 2023B Bonds. The City is also issuing its Sales and Use Tax Refunding and Improvement Bonds, Series 2023A (the "Series 2023A Bonds") and the Series 2023A Bonds and the Series 2023B Bonds (collectively, the "bonds") are equally and ratably secured.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. _____ of the City duly adopted on

_____, 2023 (the “Authorizing Ordinance”), and an election duly held on May 9, 2023 at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the collections derived by the City from a 1% sales and use tax (the “Tax”) levied by the City under the Authorizing Legislation and Ordinance No. 5807 of the City duly adopted on February 14, 2023, and the City hereby pledges its collections of the Tax for the payment of this bond. The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds with respect to collections of the Tax (the "Additional Parity Bonds")

The Series 2023B Bonds are subject to optional, extraordinary and mandatory sinking fund redemption prior to maturity as follows:

(1) The Series 2023B Bonds are subject to redemption at the option of the City, from funds from any source, on and after February 1, 2030 in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the Series 2023B Bonds shall be called for redemption, the particular maturities of the Series 2023B Bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the Series 2023 Bonds of any one maturity shall be called for redemption, the particular Series 2023B Bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

(2) The Series 2023B Bonds shall be redeemed by the City from proceeds of the Series 2023B Bonds not needed for the intended purposes and Surplus Tax Collections (defined below) in whole at any time or in part on any interest payment date, in inverse order of maturity, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date.

The City has covenanted in the Authorizing Ordinance that “Surplus Tax Collections”, being collections from the Tax in excess of the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's and administrative fees and expenses in connection with the bonds and any Additional Parity Bonds as the same become due, (2) make any arbitrage rebate payment due the United States, (3) fund and maintain a debt service reserve in the required amount and (4) pay the issuer of a municipal bond insurance policy and a municipal bond debt service reserve insurance policy with respect to the bonds or any Additional Parity Bonds for any amounts owing with respect thereto must be used from time to time, at least annually, as and to the extent available, to redeem outstanding bonds prior to maturity in the following order of priority: first, the Series 2023A Bonds until fully paid, second, the Series 2023B Bonds until fully paid and third, the Additional Parity Bonds.

(3) To the extent not previously redeemed, the Series 2023B Bonds maturing on August 1 in the years _____ and _____ are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on August 1 in the years and in the amounts set

forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Series 2023B Bonds Maturing August 1, 20__

Years

Principal Amount

Series 2023B Bonds Maturing August 1, 20__

Years

Principal Amount

In the case of any defeasance of the Series 2023B Bonds, the dates of redemption, the principal amounts and the maturities of the Series 2023B Bonds to be redeemed will be determined by taking into consideration the mandatory redemption requirements set forth above and the Tax receipts for the most recent twelve months.

In case any outstanding Series 2023B Bond is in a denomination greater than \$5,000, each \$5,000 of face value of such Series 2023B Bond shall be treated as a separate Series 2023B Bond of the denomination of \$5,000.

Notice of redemption identifying the Series 2023B Bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, to all registered owners of Series 2023B Bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of Series 2023B Bonds to be redeemed shall not affect the validity of the proceedings for redemption of other Series 2023B Bonds as to which notice of redemption is duly given in proper and timely fashion. All such Series 2023B Bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or

denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly levied and receipts derived therefrom are pledged to the payment of the bonds in accordance with the Authorizing Legislation.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IN WITNESS WHEREOF, the City of Springdale, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF SPRINGDALE, ARKANSAS

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

[A Statement of Insurance provided by the 2023
Insurer shall be placed on the bond]

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2023B Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____.

FIRST SECURITY BANK
Searcy, Arkansas
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the Series 2023B Bonds.)

Section 7. The City hereby expressly pledges and appropriates all of the revenues derived by the City from a new 1% sales and use tax (the "Tax") levied by Ordinance No. 5807 adopted February 14, 2023 that will replace a 1% sales and use tax currently pledged to the 2018 Bonds Refunded (the "2018 Tax"), to the payment of the principal of and interest on the Bonds when due at maturity or at redemption prior to maturity, administrative costs, the fees and charges of the Trustee, any required arbitrage rebate due to the United States and any fees or other amounts due with respect to the 2023 Insurance Policy, any insurance policy guaranteeing payment of principal and interest on the Additional Parity Bonds (the "Additional Parity Bonds Insurance Policy"), the 2023 Reserve Policy and any debt service reserve insurance policy providing a debt service reserve for any Additional Parity Bonds (the "Additional Parity Bonds Reserve Policy"). The City covenants that the Tax shall not be repealed or reduced while any of the Bonds are outstanding or while any amounts are due and payable to the 2023 Insurer and any Additional Parity Bonds Insurer (collectively, the "Insurer"). The City further covenants to use due diligence in collecting the Tax. Nothing herein shall prohibit the City from increasing the Tax from time to time, to the extent permitted by law, and no part of the revenues derived from any such increase shall become part of the revenues pledged hereunder.

Section 8. (a) The City hereby designates First Security Bank, Searcy, Arkansas as the bank which shall receive collections of the Tax (the "Pledged Revenues") from the State Treasurer and the City covenants to file a written designation thereof with the State Treasurer prior to the issuance of the 2023 Bonds. The Trustee shall deposit all Pledged Revenues as and when received into a special fund of the City in the Trustee which is hereby created and designated "2023 Sales and Use Tax Bond Fund" (the "Bond Fund"), for the purpose of providing funds for the payment of principal of and interest on the Bonds as they become due at maturity or at redemption prior to maturity, the Trustee's fees and expenses and other administrative charges, any required arbitrage rebate due to the United States and any amounts owed to the Insurer. Moneys in the Bond Fund shall be used on each interest payment date (or in the case of arbitrage rebate or bond

redemption payment under clauses (6) or (7) or the payment to the Insurer for amounts due with respect to the 2023 Insurance Policy and any Additional Parity Bonds Insurance Policy (collectively, the "Insurance Policy") and the 2023 Reserve Policy and any Additional Parity Bonds Reserve Policy (collectively, the "Reserve Policy"), on any date due) in the following order of priority as and when necessary:

- (1) to pay the interest on the Bonds then due; and
- (2) to pay the principal of the Bonds then due at maturity or upon mandatory sinking fund; and
- (3) to make provision in the Bond Fund for payment of one-half of the principal next due on the Bonds at maturity or upon mandatory sinking fund redemption if principal is not due on such interest payment date; and
- (4) to transfer into the Debt Service Reserve Account (hereinafter identified) such amounts as necessary to raise the Debt Service Reserve Account to its required level by paying the Insurer for any draws on the Reserve Policy or by replenishing cash in the Debt Service Reserve Account; and
- (5) to pay the Trustee's and Insurer's fees and expenses and other administrative charges then due; and
- (6) to make any rebate payment due the United States under Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
- (7) to redeem outstanding Bonds prior to maturity in accordance with the redemption provisions included in the form of Bond in Section 6.

The Bond Fund shall, except as provided in this Section, be depleted once a year except for a carryover amount not to exceed the greater of (i) one year's earnings on the Bond Fund or (ii) 1/12 of the debt service on the Bonds. Any moneys in the Bond Fund shall, except as provided in this Section, be spent for one of the above purposes within a thirteen-month period beginning on the date of deposit, and any amount received from investment of money held in the Bond Fund will be spent within a one-year period beginning on the date of receipt.

(b) There shall be established and maintained in the Bond Fund a Debt Service Reserve Account in an amount equal to one-half of the maximum annual debt service requirements on the 2023 Bonds as originally issued plus one-half of the maximum annual debt service reserve requirements on the Additional Parity Bonds (the "Required Level"). The Debt Service Reserve Account shall initially be fully satisfied by the deposit therein of the 2023 Reserve Policy issued by the 2023 Insurer and, upon the issuance of Additional Parity Bonds, the Debt Service Reserve Account shall be increased to the Required Level by the deposit of cash or an Additional Parity Bonds Reserve Policy. Moneys in the Debt Service Reserve Account shall be used to make payments required by clauses (1) and (2) of paragraph (a) above if moneys in the Bond Fund are not otherwise sufficient for that purpose. Amounts drawn under the Reserve Policy shall be

available only for payment of scheduled principal and interest on the Bonds when due. The City shall reimburse the Insurer from moneys deposited into the Debt Service Reserve Account pursuant to subsection (a)(4) above for all amounts drawn under the Reserve Policy in accordance with the 2023 Reserve Agreement and the reserve agreement executed by the City in connection with the Additional Parity Bonds Reserve Policy (the "Additional Parity Bonds Reserve Agreement") and as provided in Section 9 hereof. The payment of any Policy Costs (as defined in Section 9 hereof) shall be made after payment of debt service on the Bonds.

Notwithstanding anything to the contrary set forth in this Ordinance, amounts on deposit in the Debt Service Reserve Account shall be applied solely to the payment of debt service due on the Bonds as provided herein.

There shall be established in the Debt Service Reserve Account a Subaccount for the 2023 Bonds (the "2023 Subaccount") and a Subaccount for any Additional Parity Bonds (the "Additional Parity Bonds Subaccount").

The 2023 Reserve Policy shall be credited to the 2023 Subaccount and all payments received by the Trustee from the 2023 Reserve Policy shall flow through the 2023 Subaccount. Likewise, all amounts due the 2023 Insurer under the 2023 Reserve Agreement to reinstate the 2023 Subaccount to its required level shall be made from the 2023 Subaccount. The 2023 Subaccount shall not be used to make any payments with respect to the Additional Parity Bonds or the Additional Parity Bonds Reserve Policy.

The Additional Parity Bonds Subaccount shall be comprised of either cash or an Additional Parity Bonds Reserve Policy providing a debt service reserve for the Additional Parity Bonds in the amount of one-half of the maximum annual principal and interest requirements for the Additional Parity Bonds. All payments received by the Trustee from the Additional Parity Bonds Reserve Policy shall flow through the Additional Parity Bonds Subaccount. Likewise, all amounts due the Additional Parity Bonds Insurer under the Additional Parity Bonds Reserve Agreement shall be made from the Additional Parity Bonds Subaccount. The Additional Parity Bonds Subaccount shall not be used to make any payments with respect to the 2023 Bonds or the 2023 Reserve Policy.

Any Additional Parity Bonds Reserve Policy credited to the Additional Parity Bonds Subaccount of the Debt Service Reserve Account must be approved prior to being credited by the 2023 Insurer. Payment of any Policy Cost shall be made prior to replenishment of any cash amounts in the applicable Subaccount of the Debt Service Reserve Account. To the extent that there is cash in a Subaccount of the Debt Service Reserve Account, all cash and investments shall be applied in such Subaccount prior to drawing on the Reserve Policy credited to the Subaccount. Draws on the Additional Parity Bonds Reserve Policy and the 2023 Reserve Policy shall be made to pay debt service. Payment of Policy Costs to the 2023 Insurer and payment of Policy Costs to the Additional Parity Bonds Insurer shall only be made on a pro-rata basis prior to replenishment of any cash drawn from a Subaccount of the Debt Service Reserve Account.

(c) There shall be established and maintained in the Bond Fund a Redemption Account into which there shall be deposited all Pledged Revenues remaining after making the

applications required by clauses (1) through (6) of subsection (a) above (“Surplus Tax Collections”). The City covenants that moneys in the Redemption Account shall be used on the next available redemption date for the purpose of redeeming Bonds in accordance with clause (7) of subsection (a) above.

(d) When the moneys in the Bond Fund shall be and remain sufficient to pay (1) the principal of all the Bonds then outstanding, (2) interest on the Bonds until the next interest payment date, (3) the Trustee's fees and expenses and other administrative charges, (4) any arbitrage rebate due to the United States under Section 148(f) of the Code and (5) any amount due the Insurer with respect to the Insurance Policy and the Reserve Policy, there shall be no obligation to make any further payments into the Bond Fund and any Pledged Revenues remaining in the Bond Fund after the principal of, premium, if any and interest on the Bonds and the other obligations set forth herein have been paid may be used by the City for any lawful purpose.

(e) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, Trustee's fees and expenses and other administrative charges, other amounts due the Insurer and any arbitrage rebate due to the United States under Section 148(f) of the Code as the same become due.

(f) The Trustee is authorized and directed to withdraw moneys from the Bond Fund from time to time as necessary for paying principal of and interest on the Bonds when due at maturity or at redemption prior to maturity and for making other authorized Bond Fund expenditures.

(g) The Bonds shall be specifically secured by a pledge of the Pledged Revenues, which pledge in favor of the Bonds is hereby irrevocably made according to the terms of this Ordinance, and the City, and the officers and employees of the City, shall execute, perform and carry out the terms thereof in strict conformity with the provisions of this Ordinance.

Section 9. (a) The City shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer. Interest on draws under the 2023 Reserve Policy shall accrue and be payable on such draws from the date of payment by the 2023 Insurer at the Late Payment Rate. “Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the 2023 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such other bank, banking association or trust company bank as the 2023 Insurer, in its sole and absolute discretion, shall specify. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

Repayment of draws under the 2023 Reserve Policy and accrued interest thereon at the Late Payment Rate (the “Reserve Policy Payments”) and payment of Administrative Costs (as

defined in Section 21(c) hereof) (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw. "Policy Costs", with respect to the Additional Parity Bonds Reserve Policy, shall include interest on draws and costs as set forth in the supplemental ordinance authorizing the Additional Parity Bonds.

Amounts in respect of Policy Costs paid to the 2023 Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the 2023 Insurer on account of principal due, the coverage under the 2023 Reserve Policy will be increased by a like amount, subject to the terms of the 2023 Reserve Policy.

All cash and investments in the Debt Service Reserve Account funded with the proceeds of Additional Parity Bonds, shall be transferred to the Bond Fund for payment of the debt service on the Additional Parity Bonds.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts used to pay debt service on the Additional Parity Bonds.

(b) Draws under the 2023 Reserve Policy may only be used to make payments on the 2023 Bonds.

(c) If the City shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the 2023 Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Ordinance other than remedies which would adversely affect owners of the 2023 Bonds.

(d) This Ordinance shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The City's obligation to pay such amount shall expressly survive payment in full of the Bonds.

(e) The Trustee shall ascertain the necessity for a claim upon the 2023 Reserve Policy in accordance with the provisions of paragraph (a) of this Section and provide notice to the 2023 Insurer at least three business days prior to each date upon which interest or principal is due on the 2023 Bonds.

(f) The 2023 Reserve Policy shall expire and terminate on the earlier of the date that the 2023 Bonds are no longer outstanding and the final maturity date of the 2023 Bonds.

Section 10. Any Bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such Bond (whether at maturity or upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) non-callable Government Securities (as defined in Section 17 hereof) (provided that such deposit will not cause any of the Bonds (excluding the Series 2023A Bonds) to be classified as "arbitrage bonds" within the meaning of Section 148 of

the Code), maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any Bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such Bonds, all such moneys and/or Government Securities.

When all the Bonds shall have been paid within the meaning of this Ordinance, if the Trustee has been paid its fees and expenses, if any required arbitrage rebate payment has been made to the United States under Section 148(f) of the Code or provision made therefor, and if there are not amounts due the Insurer with respect to the Insurance Policy or the Reserve Policy, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such Bonds to be paid over or delivered to or at the direction of the City.

In the case of any defeasance of the Bonds, the dates of redemption of such Bonds and the principal amounts and maturities of such Bonds to be redeemed will be determined by taking into consideration the applicable mandatory redemption requirements with respect to the Bonds to be defeased and the Tax receipts for the most recent twelve months.

At least three business days prior to any defeasance with respect to the 2023 Bonds, the City shall, unless waived by the 2023 Insurer, deliver to the Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the 2023 Bonds and a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion shall be addressed to the 2023 Insurer and shall be in form and substance satisfactory to the 2023 Insurer. Such Verification Report shall be in the form and substance satisfactory to the 2023 Insurer and, unless waived by the 2023 Insurer, shall either be addressed to the 2023 Insurer or shall include a statement to the effect that such Verification Report may be relied upon by the 2023 Insurer. In addition, the escrow agreement shall provide that:

(1) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion from gross income of the holders of the Series 2023B Bonds of the interest on the Series 2023B Bonds for federal income tax purposes and the prior written consent of the 2023 Insurer, which consent will not be unreasonably withheld.

(2) The City will not exercise any prior optional redemption of 2023 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the 2023

Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(3) The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the 2023 Insurer.

Section 11. The City covenants that it will not issue any additional bonds, or incur any additional obligations secured by a lien on or pledge of the Pledged Revenues except as hereinafter provided. The City may issue bonds or incur obligations, on a parity with the lien on the Pledged Revenues securing the 2023 Bonds ("Additional Parity Bonds"). The Additional Parity Bonds may be issued so long as the City has received collections from the Tax for the 12 month period ending on the last day of the month preceding the date that the Additional Parity Bonds are authorized by the City to be issued, in an amount equal to or in excess of 120% of the maximum annual debt service for the 2023 Bonds, any outstanding Additional Parity Bonds and the Additional Parity Bonds proposed to be issued. Notwithstanding the above, nothing herein shall be construed to prohibit the City from refunding any bonds and pledging the Pledged Revenues to the refunding bonds on a parity with the non-refunded bonds and such refunding bonds shall be a part of the Additional Parity Bonds hereunder.

The City covenants that it will not issue the balance of the Voter Approved Bonds for Parks and Recreational Improvements, Senior Center Improvements and Fire Department Improvements as Additional Parity Bonds.

Policy Costs due and owing the Insurer shall be included in debt service requirements for purposes of calculation of the Additional Parity Bonds test in this Ordinance.

Section 12. The 2023 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the 2023 Bond forms set forth in Section 6 of this Ordinance. The City hereby covenants to use Surplus Tax Collections to redeem the Bonds on the first available interest payment date, in accordance with clause (7) of Section 8(a) of this Ordinance.

Section 13. It is hereby covenanted and agreed by the City with the owners of the Bonds that the City will faithfully and punctually perform all duties with reference to the Tax and the Bonds required by the Constitution and laws of the State and by this Ordinance, including the collection of the Tax, as herein specified and covenanted, and the applying of the Pledged Revenues as herein provided.

Section 14. The Trustee will keep or cause to be kept proper books of accounts and records in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and such books shall be available for inspection by the City, the Insurer, the Purchasers, and the owner of any of the Bonds at reasonable times and under reasonable circumstances. The Trustee shall furnish a report to the City on a monthly basis of all receipts and disbursements of the Pledged Revenues received by the Trustee, which monthly report shall commence one month following the first month in which the Pledged Revenues are received by the Trustee.

Section 15. (a) Subject to the provisions of subparagraph (g) below, if there be any default in the payment of the principal of and interest on any of the Bonds, or if the City defaults in the performance of any covenant contained in this Ordinance, the Trustee may, and shall, upon the written request of (1) the Insurer or (2) with the consent of the Insurer, the owners of not less than 25% in principal amount of the Bonds then outstanding, by proper suit compel, by mandamus or otherwise, the performance of the duties of the officials of the City under the Constitution and laws of the State and under this Ordinance, and to take any action or obtain any proper relief in law or equity available under the Constitution and laws of the State.

(b) No owner of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or in law for the protection or enforcement of any right under this Ordinance or under the Constitution and laws of the State unless (1) such owner or the Trustee shall have given written notice of such default to the Insurer and (2) such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the owners of not less than 25% in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the Constitution and laws of the State, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the cost, expense and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time, and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trust of this Ordinance or to any other remedy hereunder. It is understood and intended that no one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right hereunder except in the manner herein provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all owners of the outstanding Bonds, and that any individual rights of action or other right given to one or more of such owners by law are restricted by this Ordinance to the rights and remedies herein provided.

(c) All rights of action under this Ordinance or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name and for the benefit of all the owners of the Bonds, subject to the provisions of this Ordinance.

(d) No remedy herein conferred upon or reserved to the Trustee, the Insurer or to the owners of the Bonds is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or given by any law or by the Constitution of the State.

(e) No delay or omission of the Trustee, the Insurer or of any owners of the Bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power

and remedy given by this Ordinance to the Trustee, the Insurer and to the owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(f) Subject to the provisions of subparagraph (g) below, the Trustee may, and upon the written request of the owners of not less than a majority of the owners in principal amount of the Bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(g) Notwithstanding the above, upon the occurrence and continuance of a default, the Insurer shall be deemed to be the sole holder of the Bonds for all purposes under this Ordinance, including, without limitation, for purposes of exercising remedies and approving amendments.

Section 16. (a) When the Series 2023A Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to the Purchasers upon payment of the 2023A Purchase Price. Unless paid by the Purchasers as part of the 2023A Purchase Price, the amount necessary to pay a pro rata portion of the premiums for the 2023 Insurance Policy and the 2023 Reserve Policy shall be paid to the 2023 Insurer. An amount of the 2023A Purchase Price that is sufficient, along with other moneys set aside and appropriated hereby for such purpose, to accomplish the refunding of the Bonds Refunded, shall be deposited with the trustees for the Bonds Refunded and used to defease the Bonds Refunded, as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions"). The expenses of issuing the Series 2023A Bonds as set forth in the Delivery Instructions shall be paid from the 2023A Purchase Price. The balance of the 2023A Purchase Price shall be deposited into the Street Construction Fund established below.

(b) When the Series 2023B Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to or at the direction of the Purchasers upon payment of the 2023B Purchase Price. Unless paid by the Purchasers as part of the 2023B Purchase Price, the amount necessary to pay a pro rata portion of the premiums for the 2023 Insurance Policy and the 2023 Reserve Policy shall be paid to the 2023 Insurer. The expenses of issuing the Series 2023B Bonds as set forth in the Delivery Instructions shall be paid from the 2023B Purchase Price.

The balance of the 2023B Purchase Price shall be deposited in four special funds of the City in the Trustee hereby created and designated "Street Construction Fund," "Park and Recreational Construction Fund," "Fire Department Construction Fund," and "Senior Center Construction Fund" (each a "2023 Construction Fund" and collectively, the "2023 Construction Funds"). The proceeds of the Series 2023B Bonds to be deposited into the 2023 Construction Funds shall be allocated among the 2023 Improvements in proportion to the principal amount of Series 2023B Bonds allocated for each purpose. The moneys in each 2023 Construction Fund shall be used for accomplishing the 2023B Improvements for which the fund was created, paying expenses incidental thereto and paying the expenses of issuing the Series 2023B Bonds. Issuance

costs and other expenses not specific to one purpose shall be joint obligations to be paid from each 2023 Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the 2023 Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on the respective 2023 Construction Fund. Each requisition must be signed by the Mayor or the Chief of Staff; the City Clerk/Treasurer or Finance Director; and the Engineering Director or Deputy Engineering Director. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from each 2023 Construction Fund based upon requisitions.

When the 2023 Improvements of a particular type (e.g., Senior Center Improvements) have been completed and all required expenses have been paid and expenditures made from the 2023 Construction Fund established to accomplish such 2023 Improvements and the financing thereof, this fact shall, if moneys remain in such 2023 Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from such 2023 Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer the remaining balance into the Special Redemption Account in the Bond Fund. Proceeds of the Series 2023B Bonds not needed for the purposes intended shall only be used to redeem Series 2023B Bonds.

Section 17. (a) Moneys held for the credit of the Bond Fund shall be invested and reinvested in Permitted Investments, which will mature, or which will be subject to redemption by the holder thereof at the option of the holder, not later than the date or dates on which the money shall be required for the payment of the principal of and interest on the Bonds when due or for the payment of expenses, as the case may be.

(b) Moneys held for the credit of each Construction Fund may be invested and reinvested in Permitted Investments or other investments permitted by State law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(c) Obligations purchased as an investment of any fund or account shall be deemed at all times a part of such fund. Any profit or loss realized on investments of moneys in any fund shall be charged to said fund.

(d) The Trustee shall so invest and reinvest pursuant to the direction of the City.

(e) "Permitted Investments" are defined as (i) direct or fully guaranteed obligations of the United States of America ("Government Securities"), (ii) direct obligations of an agency, instrumentality or government-sponsored enterprise created by an act of the United States Congress and authorized to issue securities or evidences of indebtedness, regardless of whether the securities or evidences of indebtedness are guaranteed for repayment by the United States Government, (iii) certificates of deposit or demand deposits of banks, including the Trustee, which are insured by Federal Deposit Insurance Corporation or, if in excess of insurance coverage,

collateralized by Government Securities or other securities authorized by Arkansas law to secure public funds or (iv) money market funds invested exclusively in Government Securities and the obligations described in (ii) above.

Section 18. (a) First Security Bank, Searcy, Arkansas is hereby appointed to act as Trustee and Paying Agent pursuant to this Ordinance. The Trustee shall be responsible for the exercise of good faith and reasonable prudence in the execution of its trusts. The recitals in this Ordinance and in the Bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by (1) the Insurer or (2) the owners of not less than 10% in principal amount of Bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign by giving 60 days' notice in writing to the City Clerk, the Insurer and to the owners of the Bonds. The majority in principal amount of the owners of the outstanding Bonds, the Insurer or the City, so long as the City is not in default under this Ordinance, at any time, with or without cause, may remove the Trustee. In addition, the Insurer shall have the right to remove the Trustee for any breach by the Trustee of the terms of this Ordinance. In the event of a vacancy in the office of Trustee, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk and the Insurer. The Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trusts imposed upon it by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective owners of the Bonds agree. Such written acceptance shall be filed with the City Clerk and the Insurer, and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. The Trustee's resignation shall take effect upon the acceptance of the trusts by the successor Trustee. Notwithstanding the above, no removal, resignation or termination of the Trustee shall take effect until a successor Trustee, acceptable to the Insurer, shall be qualified and appointed.

(b) Any trustee must be (i) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (ii) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets or (iii) otherwise approved by the Insurer in writing.

Section 19. (a) The terms of this Ordinance shall constitute a contract between the City and the owners of the Bonds. No variation or change in the undertaking herein set forth shall be made while any of the Bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance that the Trustee determines is not to the material prejudice of the owners of the Bonds, or in order to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto, with the prior written consent of the Insurer but without the consent of the owners of the Bonds.

(c) The Insurer and the owners of not less than 75% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of

such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the interest on any Bond, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, or (3) the creation of a pledge of the Pledged Revenues superior to the pledge created by this Ordinance, or (4) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (5) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance.

(d) The City shall send copies of any amendments or supplements to this Ordinance to the Insurer and any rating agency which has assigned a rating to the Bonds. Any amendments or supplements to this Ordinance shall require the prior written consent of the Insurer with the exception of amendments or supplements: (i) to cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in this Ordinance or in any supplement hereto, or (ii) to grant or confer upon the holders of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted or conferred upon the holders of the Bonds, or (iii) to add to the conditions, limitations and restrictions on the issuance of Bonds or other obligations under the provisions of this Ordinance other conditions, limitations and restrictions thereafter to be observed, or (iv) to add to the covenants and agreements of the City in this Ordinance other covenants and agreements thereafter to be observed by the City or to surrender any right or power therein reserved to or conferred upon the City.

Section 20. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest payable on the Series 2023B Bonds to be included in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the Series 2023B Bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the Series 2023B Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the 2023 Improvements or the proceeds of the Series 2023B, in such manner as to cause the Series 2023B Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. In this regard, the City covenants that (i) it will not use (directly or indirectly) the proceeds of the Series 2023B Bonds to make or finance loans to any person, and (ii) that while the Series 2023B Bonds are outstanding the 2023B Improvements will only be used by state or local governmental entities or persons on a basis as members of the general public.

(c) The City shall pay any arbitrage rebate due the United States Treasury under Section 148 of the Code from moneys in the Bond Fund. The costs of calculating the arbitrage rebate due and the arbitrage rebate amount shall be considered to be administrative costs payable from moneys in the Bond Fund.

(d) The City covenants that it will not reimburse itself from proceeds of the Series 2023B Bonds for any costs paid prior to the date the Series 2023B Bonds are issued except in compliance with United States Treasury Regulation § 1.150-2 (the "Regulation"). This Ordinance shall be considered an "official intent" for purposes of the Regulation.

(e) The City will retain all documents and records pertaining to the Series 2023B Bonds and the 2023 Improvements for the life of the Series 2023B Bonds plus an additional three years.

(f) The City covenants that it will take no action which would cause the Series 2023B Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) The City further covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2023B Bonds are issued, a statement concerning the Series 2023B Bonds which contains the information required by Section 149(e) of the Code.

Section 21. (a) The City will provide the 2023 Insurer with all notices and other information it is obligated to provide under the Disclosure Agreement and to the holders of the Bonds or the Trustee under this Ordinance.

The notice address of the 2023 Insurer is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 962-1710, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the 2023 Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 962-1522 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(b) In the event that principal and/or interest due on the 2023 Bonds shall be paid by the 2023 Insurer pursuant to the 2023 Insurance Policy, the 2023 Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, the assignment and pledge granted hereby and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of the 2023 Insurer, and the 2023 Insurer shall be subrogated to the rights of such registered owners.

In the event that on the second business day prior to any payment date on the 2023 Bonds, the Trustee has not received sufficient moneys to pay all principal of and interest on the 2023 Bonds due on such payment date, the Trustee shall immediately notify the 2023 Insurer or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Trustee shall so notify the 2023 Insurer or its designee.

In addition, if the Trustee has notice that any holder of the 2023 Bonds has been required to disgorge payments of principal of or interest on the 2023 Bonds pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Trustee shall notify the 2023 Insurer or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of the 2023 Insurer.

The Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the 2023 Bonds as follows:

(i) If there is a deficiency in amounts required to pay interest and/or principal on the 2023 Bonds, the Trustee shall (1) execute and deliver to the 2023 Insurer, in form satisfactory to the 2023 Insurer, an instrument appointing the 2023 Insurer as agent and attorney-in-fact for such holders of the 2023 Bonds in any legal proceeding related to the payment and assignment to the 2023 Insurer of the claims for interest on the 2023 Bonds, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the 2023 Insurance Policy payment from the 2023 Insurer with respect to the claims for interest so assigned, (3) segregate all such payments in a separate account (the “BAM Policy Account”) to only be used to make scheduled payments of principal of and interest on the 2023 Bonds, and (4) disburse the same to such respective holders; and

(ii) If there is a deficiency in amounts required to pay principal of the 2023 Bonds, the Trustee shall (1) execute and deliver to the 2023 Insurer, in form satisfactory to the 2023 Insurer, an instrument appointing the 2023 Insurer as agent and attorney-in-fact for such holder of the 2023 Bonds in any legal proceeding related to the payment of such principal and an assignment to the 2023 Insurer of the 2023 Bonds surrendered to the 2023 Insurer, (2) receive as designee of the respective holders (and not as paying agent) in accordance with the tenor of the Insurance Policy payment therefore from the 2023 Insurer, (3) segregate all such payments in the BAM Policy Account to only be used to make scheduled payments of principal of and interest on the 2023 Bonds and (4) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on 2023 Bonds paid by the 2023 Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of 2023 Bonds registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement 2023 Bond to the 2023 Insurer, registered in the name directed by the 2023 Insurer, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement 2023 Bond shall have no effect on the amount of principal or interest payable by the City on any 2023 Bond or the subrogation or assignment rights of the 2023 Insurer.

Payments with respect to claims for interest on and principal of 2023 Bonds disbursed by the Trustee from proceeds of the 2023 Insurance Policy shall not be considered to discharge the obligation of the City with respect to such 2023 Bonds, and the 2023 Insurer shall become the owner of such unpaid 2023 Bonds and claims for the interest in accordance with the

tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. This Ordinance shall not be discharged or terminated unless all amounts due or to become due to the 2023 Insurer have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the City and the Trustee agree for the benefit of the 2023 Insurer that:

(i) To the extent the 2023 Insurer makes payments directly or indirectly (e.g., by paying through the Trustee), on account of principal of or interest on the 2023 Bonds, the 2023 Insurer will be subrogated to the rights of such holders to receive the amount of such principal and interest from the City with interest on 2023 Bond principal (but not 2023 Bond interest), as provided and solely from the sources stated in this Ordinance and the 2023 Bonds; and

(ii) The 2023 Insurer will be paid the amount of such principal and interest, with interest on 2023 Bond principal (but not 2023 Bond interest), as provided herein and in the 2023 Bonds, but only from the sources and in the manner provided herein and therein for the payment of principal of and interest on the 2023 Bonds to holders, and the 2023 Insurer will be treated as the owner of such rights to the amount of such principal and interest.

(c) The City agrees unconditionally that it will pay or reimburse the 2023 Insurer on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that the 2023 Insurer may pay or incur, including, but not limited to, fees and expenses of the 2023 Insurer's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Ordinance ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of the 2023 Insurer spent in connection with the actions described in the preceding sentence. The City agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semiannually, from the date that payment is first due to the 2023 Insurer until the date the 2023 Insurer is paid in full.

Notwithstanding anything herein to the contrary, the City agrees to pay to the 2023 Insurer (i) a sum equal to the total of all amounts paid by the 2023 Insurer under the Insurance Policy and (ii) interest on 2023 Bond principal (but not 2023 Bond interest) from the date paid by the 2023 Insurer until payment thereof in full by the City, payable to the 2023 Insurer at the stated interest rate for each such 2023 Bond (collectively, the "Bond Insurer Reimbursement Amounts") compounded semi-annually. The City hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are payable from and secured by a lien on and pledge of the Pledged Revenues and other collateral pledged to the Bonds on a parity with debt service due on the Bonds.

(d) The rights granted to the 2023 Insurer under this Ordinance to request, consent to or direct any action are rights granted to the 2023 Insurer in consideration of its issuance of the 2023 Insurance Policy. Any exercise by the 2023 Insurer of such rights is merely an exercise of the 2023 Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the 2023 Bonds and such action does not evidence any

position of the 2023 Insurer, affirmative or negative, as to whether the consent of the holders of the 2023 Bonds or any other person is required in addition to the consent of the 2023 Insurer.

(e) The 2023 Insurer shall be entitled to pay principal or interest on the 2023 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the 2023 Insurance Policy) in accordance with this Ordinance, whether or not the 2023 Insurer has received a claim upon the 2023 Insurance Policy.

(f) Any amendment, supplement, modification to, or waiver of, this Ordinance that requires the consent of holders of the 2023 Bonds or adversely affects the rights or interests of the 2023 Insurer shall be subject to the prior written consent of the 2023 Insurer.

(g) Any reorganization or liquidation plan with respect to the City must be acceptable to the 2023 Insurer. The Trustee and each owner of the 2023 Bonds hereby appoint the 2023 Insurer as their agent and attorney-in-fact with respect to the 2023 Bonds and agree that the 2023 Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (ii) the direction of any appeal of any order relating to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the 2023 Bonds delegate and assign to the 2023 Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of the 2023 Bonds with respect to the 2023 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any Insolvency Proceeding.

(h) Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of a default, the 2023 Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Bonds or the Trustee for the benefit of the holders of the Bonds under this Ordinance. No default may be waived without the 2023 Insurer's written consent.

(i) If an Insurer Default (as defined below) shall occur and be continuing, then, notwithstanding anything herein to the contrary, (1) if at any time prior to or following an Insurer Default, the 2023 Insurer has made payment under the 2023 Insurance Policy, to the extent of such payment the 2023 Insurer shall be treated like any other holder of the 2023 Bonds for all purposes, including giving of consents, and (2) if the 2023 Insurer has not made any payment under the 2023 Insurance Policy, the 2023 Insurer shall have no further consent rights until the particular 2023 Insurer Default is no longer continuing or the 2023 Insurer makes a payment under the 2023 Insurance Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) the 2023 Insurer has failed to make any payment under the 2023 Insurance Policy when due and owing in accordance with its terms; or (B) the 2023 Insurer shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or

similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the 2023 Insurance Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of the 2023 Insurer (including without limitation under the New York Insurance Law).

(j) The 2023 Insurer is recognized as and shall be deemed to be a third party beneficiary of this Ordinance and may enforce the provisions of this Ordinance.

(k) No grace period shall be permitted for payment defaults on the Bonds. No grace period for a covenant default shall exceed 30 days without the prior written consent of the 2023 Insurer.

(l) The rights of the 2023 Insurer under this Ordinance shall cease upon the payment in full or the defeasance of the 2023 Bonds in accordance with the provisions of this Ordinance and the payment of any amounts due the 2023 Insurer under this Ordinance or the 2023 Reserve Agreement.

Section 22. Except as provided in Section 23 hereof, all collections of the 2018 Tax that are received after the 2023 Bonds are issued and that are not necessary to pay the principal of, interest on, trustee's fees and arbitrage rebate in connection with the 2018 Bonds Refunded shall be deposited into the Bond Fund as and when received and are hereby appropriated and pledged to the payment of the Bonds and shall become Pledged Revenues hereunder and be used for the purposes for which other moneys in the Bond Fund may be expended.

Section 23. All moneys in the 2018 Sales and Use Tax Bond Fund established by Ordinance No. 5270, adopted April 10, 2018 are hereby appropriated and shall either (a) be used to accomplish the refunding of the 2018 Bonds Refunded, (b) be used to pay any arbitrage rebate and expenses related thereto with respect to the 2018 Bonds Refunded, or (c) be deposited into the Bond Fund and become a part of the Pledged Revenues hereunder, all in accordance with the Delivery Instructions.

Section 24. All moneys in the 2020 Sales and Use Tax Bond Fund established by Ordinance No. 5457, adopted February 25, 2020 are hereby appropriated and shall be used as necessary to accomplish the refunding of the 2020 Bonds Refunded, with any balance to be transferred to the City, all in accordance with the Delivery Instructions.

Section 25. The refunding of the 2020 Bonds Refunded shall be accomplished. The 2020 Bonds Refunded shall be fully redeemed on November 1, 2025.

Section 26. The refunding of the 2018 Bonds Refunded shall be accomplished. The 2018 Bonds Refunded shall be redeemed from time to time on the earliest available date or dates.

Section 27. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings, including escrow deposit agreements with the trustees for the Bonds Refunded, and take such action as may be appropriate to cause the 2023 Bonds to be issued and the Bonds Refunded to be defeased and redeemed.

Section 28. The 2023 Reserve Agreement, in substantially the form submitted to this meeting is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the 2023 Reserve Agreement on behalf of the City, and the Mayor and other officers of the City are authorized to execute and deliver such undertakings as may be appropriate to the securing of the 2023 Reserve Policy.

Section 29. The principal amount of the Series 2023B Bonds plus the amount of the 2023 Reserve Policy allocated to the Series 2023B Bonds (\$_____) for a total of (\$_____), is allocated as follows; \$_____ for the Street Improvements; \$_____ for the Park and Recreational Improvements; \$_____ for the Fire Department Improvements; and \$_____ for the Senior Center Improvements.

Section 30. The principal amount of the Series 2023A Bonds (\$ _____) plus the amount of the 2023 Reserve Policy allocated to the Series 2023A Bonds (\$ _____), for a total of \$ _____, will be allocated on the date the 2023 Bonds are issued following a determination of the amount of funds needed to refund the Bonds Refunded. The allocation shall be evidenced by a certificate signed by the Mayor and City Clerk and a copy of the Certificate shall be placed in the Bond transcript. The final allocation shall be based upon these initial allocations: (a) \$ _____ for the Street Improvements; (b) \$ _____ for the refunding of the 2020 Bonds Refunded; and (c) \$ _____ for the refunding of the 2018 Bonds Refunded. The initial allocations have been determined based upon \$ _____ being available from funds on hand for the refunding of the Bonds Refunded. An increase in such amount shall cause a lower allocation of the principal amount for the refunding of the Bonds Refunded and a greater allocation of the principal amount for the Street Improvements. A decrease in such amount shall cause a higher allocation of the principal amount for the refunding of the Bonds Refunded and a lower allocation of the principal amount for the Street Improvements.

Section 31. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 32. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 33. Notice of the adoption of this Ordinance shall be posted at Springdale City Hall, Springdale Public Library, Springdale Senior Center, Springdale Chamber of Commerce and Springdale Animal Services, being five of the most public places in the City.

Section 34. It is hereby ascertained and declared that the 2023 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The 2023 Improvements cannot be accomplished without the issuance of the Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: _____, 2023.

APPROVED:

ATTEST:

City Clerk

Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Springdale, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a regular session of the City Council of the City, held at the regular meeting place of the Council, at 6:00 o'clock p.m. on the _____ day of _____, 2023, and that the Ordinance is of record in Ordinance Record Book No. _____ at Page _____, now in my possession.

GIVEN under my hand and seal this _____ day of _____, 2023.

City Clerk

(SEAL)

RESOLUTION NO. _____

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

WHEREAS, Italian Brothers, LLC, has petitioned for the abandonment of a portion of a dedicated public street, more commonly known as a portion of Putman Street, described as follows:

A parcel of land being parallel and contiguous with the portion Putman Street vacated by Ordinance No. 5725, the East property line of Parcel No. 815-25095-000, the West property line of Parcel No. 815-25091-000, and the North right-of-way of W. Price Lane. All being within the Putman Subdivision, Springdale, Ar. Being more particularly described as follows: Beginning at the Southeast corner of Parcel No. 815-25095-000, said point being on the North right-of-way of W. Price Lane; thence N01°59'09"E a distance of 108.75 feet along the East property line of said Parcel No. 815-25095-000; thence S81°47'18"E a distance of 30.18 feet along the portion of Putman Street vacated by Ordinance No. 5725, to the Northwest corner of Parcel No. 815-25091-000; thence S01°59'09"W a distance of 105.70 feet along the West Property line of Parcel No. 815-25091-000 to the Southwest corner of said Parcel No. 815-25091-000, said point being on the North right- of-way of W. Price Lane; thence along said North right-of-way of W. Price Lane, N87°35'47"W 30.00 feet to the Point of Beginning.

And as shown on the attached Map.

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that July 25, 2023, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this 27th day of June, 2023.

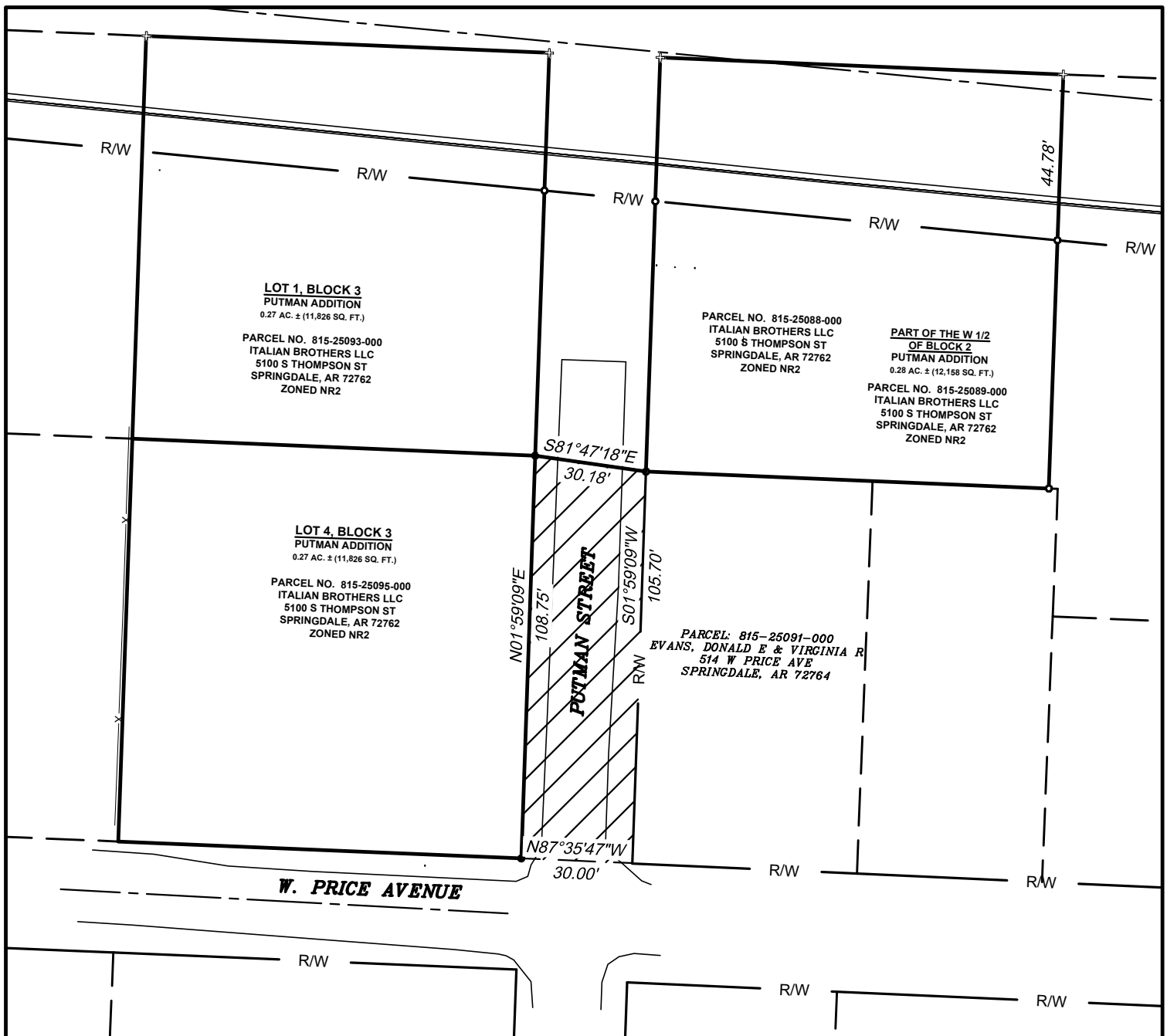
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

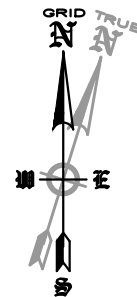
APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



A PARCEL OF LAND BEING PARALLEL AND CONTIGUOUS WITH THE PORTION PUTMAN STREET VACATED BY ORDINANCE #5725, THE EAST PROPERTY LINE OF PN: 815-25095-000, THE WEST PROPERTY LINE OF PN: 815-25091-000, AND THE NORTH RIGHT-OF-WAY OF W. PRICE LANE. ALL BEING WITHIN THE PUTMAN SUBDIVISION, SPRINGDALE, AR. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHEAST CORNER OF PN: 815-25095-000, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF W. PRICE LANE; THENCE N01°59'09"E A DISTANCE OF 108.75 FEET ALONG THE EAST PROPERTY LINE OF SAID PN: 815-25095-000; THENCE S81°47'18"E A DISTANCE OF 30.18 FEET ALONG THE PORTION OF PUTMAN STREET VACATED BY ORDINANCE #5725, TO THE NORTHWEST CORNER OF PN 815-25091-000; THENCE S01°59'09"W A DISTANCE OF 105.70 FEET ALONG THE WEST PROPERTY LINE OF PN: 815-25091-000 TO THE SOUTHWEST CORNER OF SAID PN 815-25091-000, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF W. PRICE LANE; THENCE ALONG SAID NORTH RIGHT-OF-WAY OF W. PRICE LANE, N87°35'47"W 30.00 FEET TO THE POINT OF BEGINNING.



GRAPHIC REPRESENTATION ONLY

BASIS OF BEARINGS:
ARKANSAS STATE PLANE COORDINATE SYSTEM
NORTH ZONE 0301

A

SCALE:	N.T.S.
DATE:	Jun 13, 2023
ENGINEER:	TJA
DRAWN BY:	MSB
W.O. #:	22977

STREET VACATION EXHIBIT A **402 W. PRICE AVENUE** **SPRINGDALE, ARKANSAS**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD
DISTRICT COURT RECORDS, PURSUANT TO ARK. CODE
ANN. §16-11-211.**

WHEREAS, there is presently a shortage of storage space to maintain old District Court records;

WHEREAS, the District Court has identified certain records which are eligible for destruction, as the retention period set forth in Ark. Code Ann. §16-10-211 for these records has passed, and all records subject to audit have been audited;

WHEREAS, the District Court Clerk has identified in writing those District Court records which may be destroyed, and

WHEREAS, Arkansas Code Ann. §16-10-211(d) provides that the approval of the governing body that contributes to the expenses of the District Court shall be obtained before the destruction of District Court records, and an appropriate note of the approval be indicated in the minutes of the governing body along with the destruction affidavit.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor, or his authorized representative, is hereby authorized to arrange for the destruction, by shredding, of the District Court records indicated on the attached affidavit, in accordance with Arkansas Code Ann. §16-10-211(c).

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Springdale District Court Allen Building Shred List

SKID #1:

- 1 BOX 2016 SERVED AFFIDAVIT WARRANTS
- 1 BOX 2017 SERVED AFFIDAVIT WARRANTS
- 9 BOXES 2016 SERVED WARRANTS 0001-4350
- 9 BOXES 2017 SERVED WARRANTS 0001-4300
- 8 BOXES 2018 SERVED WARRANTS 0001-4299
- 7 BOXES 2019 SERVED WARRANTS 0001-4489

SKID #2:

- 1 BOX 2015 – 2020 SERVED WARRANTS – BETHEL HEIGHTS
- 1 BOX PRE 1991 SERVED WARRANTS
- 1 BOX 2005-2008 SERVED HOT CHECK WARRANTS – COUNTY
- 1 BOX 1991-2001 SERVED WARRANTS
- 1 BOX 2002-2003 MISCELLANEOUS SERVED WARRANTS
- 6 BOXES 2001-2008 SERVED WARRANTS
- 3 BOXES 2009 SERVED WARRANTS 0001-5049
- 2 BOXES 2010 SERVED WARRANTS 0001-3649
- 1 BOX 2010-2011 SERVED WARRANTS
- 3 BOXES 2011 SERVED WARRANTS 001-4100
- 1 BOX 2012-2013 SERVED WARRANTS – SPILLOVER
- 7 BOXES 2012 SERVED WARRANTS 001-5600
- 5 BOXES 2013 SERVED WARRANTS 0001-5300
- 4 BOXES 2014 SERVED WARRANTS 0001-5066
- 1 BOX 2014-2015 SERVED WARRANTS – SPILLOVER
- 8 BOXES 2015 SERVED WARRANTS 0001-4950
- 1 BOX 2015 SERVED WARRANTS – SPILLOVER

SKID #3:

- 2 BOXES SERVED COUNTY HOT CHECK WARRANTS – PRE 2019
- 1 BOX SERVED SUMMONS 2008-2019
- 3 BOXES 2018 TIME PAY CONTRACTS
- 2 BOXES 2017 TIME PAY CONTRACTS
- 1 BOX 2015 TIME PAY CONTRACTS
- 1 BOX 2016 TIME PAY CONTRACTS
- 4 BOXES 2019 TIME PAY CONTRACTS

SKID #4:

- 2 BOXES 2016 CIVIL/SMALL CLAIMS RECEIPTS
- 2 BOXES 2017 CIVIL/SMALL CLAIMS RECEIPTS
- 1 BOX 2017-2018 CREDIT CARD RECEIPTS
- 1 BOX 2019 CIVIL/SMALL CLAIMS RECEIPTS
- 2 BOXES 2016-2018 SEARCH WARRANTS
- 2 BOXES 2018 CIVIL/SMALL CLAIMS RECEIPTS
- 1 BOX 2010 SERVED SUMMONS
- 2 BOXES 2018 SERVED CITY ATTORNEY AFFIDAVIT WARRANTS
- 2 BOXES 2019 SERVED CITY ATTORNEY AFFIDAVIT WARRANTS
- 1 BOX 2014 SERVED SUMMONS
- 1 BOX 2016 SERVED SUMMONS
- 1 BOX 2017 SERVED CITY ATTORNEY AFFIDAVIT WARRANTS
- 1 BOX 2015 SERVED SUMMONS
- 1 BOX 2016-2019 BANK DEPOSIT SLIPS
- 6 BOXES SERVED SUMMONS, 2005-2007, 2008, 2009, 2011, 2012, 2013

SKID #5:

- 4 BOXES 2019 COURT RECEIPTS
- 3 BOXES 2018 COURT RECEIPTS
- 5 BOXES 2018 CREDIT CARD RECEIPT BINDERS

- 4 BOXES 2017 CREDIT CARD RECEIPT BINDERS
- 2 BOXES 2019 CREDIT CARD RECEIPT BINDERS
- 1 BOX 2016 CREDIT CARD RECEIPT BINDERS

SKID #6:

- 1 BOX CASH BOND RECEIPTS 2014-2018
- 1 BOX SERVED WARRANTS 2016-2018
- 1 BOX TOT TICKETS 2016-2019
- 1 BOX FINES AND COURT COSTS 2013-2014

SKID #7:

- 5 BOXES 2019 RECEIPT BINDERS
- 3 BOXES 2011-2015 SERVED WARRANTS
- 1 BOOK 2001 DAILY RECEIPTS
- 1 BOOK 2013 DAILY RECEIPTS
- 1 BOOK 2012 CITY AND COUNTY REVENUE REPORTS
- 1 BOX 2015 COURT COSTS
- 1 BOX 2015 CREDIT CARD SUMMARIES
- 3 BOXES 2004-2018 BANK DEPOSITS
- 2 GREEN BAR BOOKS 2014 RECEIPTS

SKID #8:

- 1 2013 GREEN BAR CIVIL/SMALL CLAIMS REVENUE BOOK
- 1 1993 GREEN BAR COURT COST BOOK
- 1 2001 FRONT DESK RECEIPT BINDER
- 1 2012 VOID AND PRELIM. CHECK REGISTER
- 55 2006-2015 GREEN BAR RECEIPT, EDIT, UPDATE, POST BOOKS

SKID #9:

- 61 2003-2016 GREEN BAR RECEIPT, EDIT, UPDATE, POST BOOKS

- 1 2012 GREEN BAR SMALL CLAIMS REVENUE REPORTS BOOK
- 1 2012 GREEN BAR END OF MONTH REPORT BOOK
- 1 GREEN BAR 2016-2017 CHECK PROCESSING REPORTS BOOK
- 2 GREEN BAR 2004 CHECK REPORTS BOOKS
- 1 BOX CIVIL RECEIPTS – MISC. YEARS 2002, 03, 05, 08
- 1 GREEN BAR 2008-2015 CIVIL CASE FILINGS AND RECEIPTS BOOK
- 1 2007 GREEN BAR COUNTY CASH RECEIPTS BOOK
- 1 2007 GREEN BAR CITY CASH RECEIPTS BOOK
- 1 2007 GREEN BAR REVENUE RECEIPT BOOK

SKID #10:

- 75 2011-2015 GREEN BAR POST, UPDATE AND EDIT BOOKS
- 20 GREEN BAR RECEIPT BOOKS

SKID #11:

- 34 2002-2015 GREEN BAR RECEIPT BOOKS
- 24 1999-2012 GREEN BAR UPDATE BOOKS
- 3 GREEN BAR REVENUE REPORT BOOKS
- 1 BOX SMALL CLAIMS/CIVIL RECEIPTS
- 1 2011 GREEN BAR SMALL CLAIMS/CIVIL REVENUE REPORT BOOK

SKID #12:

- 66 2005-2014 GREEN BAR UPDATE, EDIT, POST BOOKS

SKID #13:

- 16 BOXES 2008-2014 PROBATION FORMS, INMATE CORRESPONDENCE, DEACTIVATED 9.3 ORDERS

SKID #14:

- 14 BOXES SERVED SUMMONS AND WARRANTS 1998-2014
- 1 BOX 2002 DEAD SMALL CLAIMS
- 1 BOX 2011 GREEN BAR RECEIPT BOOKS
- 1 BOX 2005 GREEN BAR BOOKS
- 2 BOXES 2009 GREEN BAR RECEIPTS BOOKS
- 1 BOX 2011-2012 FOIA REQUESTS/RESPONSES
- 1 BOX 2010 COMPLETE COMMUNITY SERVICE
- 1 BOX 2006-2008 CARBON CHECK COPIES
- 1 BOX 2013 FOIA REQUESTS/RESPONSES
- 2 BOXES 2009/2010 DL REINSTATEMENTS
- 2 BOXES SERVED 2008 SUMMONS 2880-5384
- 1 BOX 2005/2006 CIVIL CASH RECEIPTS
- 1 BOX 2009 PROBATION FORMS
- 1 BOX 2011 PROBATION FORMS
- 1 BOX 2004 DEAD SMALL CLAIMS 004-283

SKID #15:

- 7 BOXES 2017-2018 PROBATION FORMS
- 2 BOXES 2017-2018 JAIL CENSUS/LOGS

SKID #16:

- 1 BOX 2002 DEAD SMALL CLAIMS 001-527
- 1 BOX 2008 COMPLETED PROBATION FORMS
- 1 BOX 2005 DEAD SMALL CLAIMS 001—549
- 1 BOX 2008-2009 GREEN BAR RECEIPT BOOKS
- 1 BOX 2009 COMPLETED PROBATION FORMS
- 1 BOX 2006 DEAD SMALL CLAIMS
- 1 BOX 2001-2002 CITY/COUNTY RECONCILED CHECKS
- 1 BOX 1993-1994 CANCELLED CHECKS
- 1 BOX 1998 INVALID WARRANTS
- 1 BOX 2013 MONTHLY REPORTS

- 1 BOX 2011 WARRANT VALIDATION COPIES
- 1 BOX 2015 MONTHLY REPORTS
- 1 BOX 2000 CITY, COUNTY, CIVIL, SMALL CLAIMS BANK STATEMENTS
- 1 BOX 2002 CITY, COUNTY, CIVIL, SMALL CLAIMS BANK STATEMENTS
- 1 BOX 1999 DEAD SMALL CLAIMS 001-399
- 1 BOX 1993 SPEEDY TRIAL ACT WARRANTS
- 1 BOX 1994-2007 CIVIL AND SMALL CLAIMS
- 1 BOX 2001 PROBATION FILES
- 1 BOX 2008 PRISONER CORRESPONDENCE
- 1 BOX 2004 PROBATION FILES
- 1 BOX 2005-2008 JAIL LOGS
- 1 BOX 2005 PROBATION FILES
- 4 HANDWRITTEN RECEIPT BOOKS
- 2 BOXES 1968-1973 CIVIL AND SMALL CLAIMS FILES
- 1958, 1960, 1967 MISC. SUBPOENAS AND AFFIDAVITS

SKID #17:

- 1 BOX 2001 PROBATION FILES
- 1 BOX 2003 PROBATION FILES
- 1 BOX 2001-2004 PROBATION FILES
- 1 BOX 1999 SMALL CLAIMS FILES
- 1 BOX OZARK GUIDANCE 1995-2001
- 1 BOX 2007 PRISONER CORRESPONDENCE
- 1 BOX SERVED WARRANTS 1985-2008 (MISC. YEARS)
- 2 BOXES 2016 PROBATION FILES
- 2004 UPDATE GREEN BAR BOOKS
- 1 BOX 1987 CIVIL FILES
- 1 BOX 2006 SMALL CLAIMS FILES
- 1 BOX 2009 DECISION POINT
- 1 BOX 2004-2007 PROBATION FILES
- 2 BOXES 2002-2005 CIVIL/COUNTY RECEIPTS
- 1 BOX REVENUE REPORTS
- 1 BOX 2008 DECISION POINT FILES

SKID #18:

- 1 BOX 2005-2007 PRISONER CORRESPONDENCE
- 1 BOX 2009-2010 FOIA/RECORDS REQUESTS
- 1 BOX 1999 CIVIL FILES
- 1 BOX 2009-2010 PROF. BOND COPY
- 1 BOX 1980-1995 SERVED/RETURNED TO COURT WARRANTS
- 1 BOX 2011 EDIT AND UPDATE BOOKS
- 4 BOXES 2015 PROBATION FORMS
- 1 BOX EMPTY FILE FOLDERS WITH NAMES AND DOBS
- 1 BOX 2010 AND 2011 REVENUE REPORTS
- 1 BOX 2016-2017 INMATE CORRESPONDENCE
- 1 BOX 2001-2014 PROBATION FILES
- 1 BOX 2016 JAIL CENSUS
- 1 BOX 2010 PROBATION FILES
- 1 BOX 2016 PROBATION FILES
- 1 BOX 2014 JUNE TO DECEMBER END OF MONTH REPORTS
- 1 BOX 2009 END OF MONTH REPORTS
- 1 BOX 1989-1990 CIVIL FILES
- 1 BOX 2010 REVENUE REPORTS
- 1 BOX 2007-2014 SUBPOENAS

SKID #19:

- 1 BOX 2011-2012 MONTHLY REPORTS
- 1 BOX 2006 PROBATION FILES
- 1 BOX 2007-2008 CITY ATTORNEY AFFIDAVIT COPIES
- 4 BOXES 2003-2007 PROBATION FILES
- 1 BOX 2004 COPY INVOICES, MEMOS, ETC.
- 2 BOXES WARRANT FILE FOLDERS
- 2001, 2004, 2007 EDIT AND UPDATE BOOKS

SKID #20:

- 12 BOXES 2001 – 2009 PROBATION FILES

SKID #21:

- 4 BOXES 2001 – 2007 PROBATION FILES
- 1 BOX 2009 GREEN BAR BOOKS
- 1 BOX CIVIL SATISFACTIONS
- 2 BOXES 2016 PROBATION FILES
- 1 BOX 2004-2011 FOIA/RECORDS REQUESTS
- 1 BOX 2001 PROBATION FILES
- 1 BOX 2011 DL REINSTATEMENTS
- 1 BOX 2015 JAIL LOGS / DEACTIVATED 9.3 ORDERS
- 1 BOX 2008 GREEN BAR BOOKS
- 1 BOX 2010 GREEN BAR RECEIPT BOOKS
- 1 BOX 2014 PROBATION FILES
- 1 BOX 1988-1995 MONTHLY REPORTS
- 1 BOX 2004-2007 MONTHLY REPORTS
- 1 BOX 2007 GREEN BAR RECEIPT BOOKS
- 1 BOX 2000-2013 CIVIL RECEIPT BOOKS
- 1 BOX 2016-2018 DEAD SMALL CLAIMS
- 1 BOX GREEN BAR BOOKS – 2009 REVENUE
- 1 BOX 2004-2008 FOIA/RECORDS REQUESTS
- 1 BOX 2006 DEAD SMALL CLAIMS
- 1 BOX 2008 GREEN BAR RECEIPT BOOKS
- 1 BOX 2006 CIVIL DEFAULT JUDGEMENTS

SKID #22:

- 6 BOXES 2007 SERVED/RETURNED WARRANTS 1-5000
- 8 BOXES 2006 SERVED/RETURNED WARRANTS 1-6399
- 4 BOXES 2008 SERVED/RETURNED WARRANTS 1-899, 3400
- 7 BOXES 2005 SERVED/RETURNED WARRANTS 1-6400
- 8 BOXES 2009 SERVED/RETURNED WARRANTS 1-4600

- 5 BOXES 2002 SERVED/RETURNED WARRANTS 1-4099
- 1 BOX 2004 SERVED/RETURNED WARRANTS
- 1 BOX 2000 SERVED/RETURNED WARRANTS
- 1 BOX 2001 SERVED/RETURNED WARRANTS
- 1 BOX 1994-1995 SERVED/RETURNED WARRANTS
- 1 BOX 1999 RETURNED WARRANTS
- 5 BOXES 2010 SERVED/RETURNED WARRANTS 1-3200
- 1 BOX 1997 RETURNED WARRANTS
- 1 BOX 2000 HOT CHECK WARRANTS
- 2 BOXES 2011 SERVED/RETURNED WARRANTS 1-2999
- 1 BOX 2003 SERVED/RETURNED WARRANTS
- 1 BOX 1999 RETURNED WARRANTS
- 1 BOX 1998 RETURNED WARRANTS
- 2 BOXES 2000 RETURNED WARRANTS
- 1 BOX 1999 INACTIVE WARRANTS
- 1 BOX 2012 SERVED/RETURNED WARRANTS 2220-2999
- 1 BOX 2000 HOT CHECK WARRANTS
- 1 BOX 2013 RETURNED WARRANTS
- 1 BOX 1999 HOT CHECK WARRANTS

SKID #23:

- 1 BOX 2003-2004 PROBATION FORMS
- 1 BOX 1986-1989 SERVED/RETURNED WARRANTS
- 1 BOX 2012 DL REINSTATEMENTS
- 2 BOXES INMATE CORRESPONDENCE
- 1 BOX 2001-2014 CIVIL/SMALL CLAIMS RECEIPTS
- 2006-2015 EDIT, UPDATE AND POST BOOKS
- 4 BOXES 2011 PROBATION FORMS
- 1 BOX 2012 RECEIPT BOOKS
- 1 BOX 2005-2006 DEAD CIVIL FILES
- 1 BOX 2003 CIVIL FILES

SKID #24:

- 3 BOXES 2009, 2010, 2012 PROBATION FILES
- 1 BOX 2014 FOIA/RECORDS REQUESTS
- 1 BOX MISC. 1989-2000 SERVED SUMMONS
- RECEIPT BOOKS
- 2003 BUDGET PAPERWORK
- 1985, 1995-2012 SERVED/RETURNED WARRANTS

SKID #25:

- 2000-2015 EDIT AND UPDATE BOOKS
- 2013 RECEIPTS
- 2011 COPY OF CHECKS
- 1996-2012 SERVED/RETURNED WARRANTS

SKID #26:

- 2015 TRIAL NOTICE COPIES
- 2005 GREEN BAR TICKET RECONCILIATION REPORT
- 2010 TRIAL NOTICE COPIES
- 1 BOX 2005 UPDATE BOOKS
- 2 BOXES 2006 RECEIPT BOOKS
- 2005 AND 2008 RECEIPT BOOKS
- 2 BOXES 2007 RECEIPT BOOKS
- 1 BOX DEACTIVATED 9.3 ORDERS
- 1 BOX 2004-2005 RECEIPTS
- 1 BOX 2001-2006 RECEIPTS
- 1 BOX 2003 DEAD CIVIL FILES
- 1 BOX 2006 EDIT AND UPDATE BOOKS
- 1 BOX 1998 SERVED/RETURNED WARRANTS
- 1 BOX 2007 DEAD SMALL CLAIMS FILES
- 1 BOX 2011 INMATE CORRESPONDENCE

SKID #27:

- 2 BOXES JANUARY-AUGUST 2006 RECEIPT BOOKS
- 1 BOX 2003 DEAD SMALL CLAIMS
- 2005, 2006, 2007, 2008 UPDATE, POST, EDIT BOOKS
- 1 BOX 2014 PRISONER CORRESPONDENCE
- 3 BOXES 2010-2012 PROBATION FILES
- 1982 CIVIL LEDGER BOOK
- 1 BOX 1995-1999 WASHINGTON COUNTY BOOKING SHEET/LIST
- 1987-1988 CIVIL/SMALL CLAIMS RECEIPT BOOK
- 1 BOX 1988-1990 DEPOSIT SLIPS/CHECK COPIES
- 1991-1992 BOND BOOK
- 1 BOX 1990 TIME PAY CONTACT SHEETS
- 1 BOX 1996-2000 AFFIDAVITS
- 1 BOX 2008 PROBATION FILES
- 1 BOX 2007-2010 PROPOSED BUDGETS
- 1 BOX 2009-2010 RECEIPT BOOKS
- 1 BOX 2008 DL REINSTATEMENTS
- 1 BOX 2006 CIVIL FILES
- 1 BOX 2002 DL REINSTATEMENTS
- 1 BOX 2008-2010 FINES AND COSTS COLLECTED
- 1 BOX 2014 END OF MONTH REPORTS
- 1 BOX 1982-1987 DEAD CIVIL FILES
- 1 BOX 1998-1999 DEAD CIVIL FILES

SKID #28:

- 1 BOX 2010 RECEIPT BOOKS
- 1 BOX 1998 DEAD CIVIL/SMALL CLAIMS FILES
- 3 BOXES 2000 DEAD CIVIL/SMALL CLAIMS FILES
- 1 BOX 2001 DEAD CIVIL/SMALL CLAIMS FILES
- 1 BOX 1986 RETURNED WARRANTS

SKID #29:

- 1 BOX 1999 DEAD CIVIL/SMALL CLAIMS
- 2 BOXES 2001 DEAD CIVIL/SMALL CLAIMS
- 1 BOX 2000 DEAD CIVIL/SMALL CLAIMS
- 1 BOX 1988 DEAD CIVIL/SMALL CLAIMS
- 1966 CIVIL LEDGER
- 1 BOX 2010 RECEIPT BOOKS
- 1 BOX 2008 CITY/COUNTY REVENUE REPORTS

SHELF:

- 146 BINDERS 2016-2019 RECEIPTS

CITY OF SPRINGDALE
RECORDS DESTRUCTION
AFFIDAVIT

The attached list of files correctly describes the district court records being proposed for destruction to the Springdale City Council on June 27, 2023. The record retention period set forth in Ark. Code Ann. §16-10-211 for these records has passed, all records subject to audit have been audited, and the records will be destroyed by shredding upon approval.

Signature of City Employee

Date

Signature of City Council Member

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF OLD
POLICE DEPARTMENT RECORDS, PURSUANT TO ARK. CODE
ANN. §14-2-201, *et seq.***

WHEREAS, there is presently a shortage of storage space to maintain old Police Department records;

WHEREAS, the Springdale Police Department has identified certain records which are eligible for destruction, pursuant to Ark. Code Ann. §14-2-201, *et seq.*; and

WHEREAS, Ark. Code Ann. §14-2-201, *et seq.*, gives the City the authority to dispose of the identified Police Department records, and an appropriate note of the approval be indicated in the minutes of the governing body along with the destruction affidavit.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor, or his authorized representative, is hereby authorized to arrange for the destruction, by shredding, of the Police Department records indicated on the attached affidavit, in accordance with Arkansas Code Ann. §14-2-201, *et seq.*

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Springdale Police Department Allen Building Shred List

SKIDS #1 & 2

- 1 Box of Juvenile Arrests - 1973
- 1 Box of Jail Booking Sheets - 2020
- 1 Box of Jail Booking Sheets – 2018-2019
- 3 Boxes of Jail Booking Sheets - 2019
- 1 Box of Jail Booking Sheets 2019 - 2020
- 3 Boxes of unused Booking Sheets
- 3 Boxes of unused Fingerprint Cards
- 1 Box of Property Inventory – 1996-1997
- 1 Box of Property Inventory – 1999 – 2000
- 1 Box of Property Inventory – 1999 – 2001
- 1 Box of Property Inventory – 1998-2000
- 1 Box of SPD Case Files and Property Inventory – 1974-1984
- 1 Box of SPD Traffic Citations (1984-1994), BOLOS (1955-1965), & SPD Officer Salaries (1964-1967)
- **Items below this point are mixed in boxes together**
- 1 Warrant list folder from April 1998
- 2000-2001 Time Sheets
- Felony WCSO Arrest Files – 2004-2006
- Case Files 1974-1975
- ACIC Notices – 1988
- ACIC Notices 2001-2003
- Traffic Citations 1969-1982
- Municipal Receipts 1977-1978
- Miscellaneous Officer Folders with Equipment Receipts 2014-2015
- SPD Receipts – 2000
- SPD Daily Money Reports – 1998-2000
- Arrest Records – 1972-1976
- DWI Reports & Statement of Rights Forms – 1972-1977
- Court Dockets – 1984-1987

CITY OF SPRINGDALE
RECORDS DESTRUCTION
AFFIDAVIT

The attached list of files correctly describes the police department records being proposed for destruction to the Springdale City Council on June 27, 2023. The record retention period set forth in Ark. Code Ann. §14-2-201, *et seq.*, has passed, all records subject to audit have been audited, and the records will be destroyed by shredding upon approval.

Signature of City Employee

Date

Signature of City Council Member

Date

2023 BOND PROJECT DESCRIPTIONS

PROJECT	DESCRIPTION
1 Elm Springs Road/40th Street Intersection Improvements	Improvements include adding an Eastbound right turn lane on Elm Springs and adding another Northbound left turn lane on 40th Street
2 Don Tyson Parkway/Highway 71 Intersection Improvements	Improvements include adding Eastbound and Westbound dedicated right turn lanes on Don Tyson Parkway
3 Huntsville Avenue/Thompson Street Intersection Improvements	Improvements include adding Eastbound and Westbound dedicated right turn lanes on Huntsville Avenue
4 Thompson Street/Robinson Avenue Intersection Improvements	Improvements include a new Eastbound through lane on Robinson from Pleasant to Thompson
5 Pleasant Street/Sunset Avenue Intersection Improvements	Improvements include pedestrian facilities (ped heads, ADA ramps, and crosswalks) on all legs of the intersection
6 Backus Street/Thompson Street Intersection Improvements	Improvements include extending the existing dual Eastbound left turn bays to a total of 200 feet of storage
7 Don Tyson Parkway/Old Missouri Road Intersection Improvements	Improvements include adding a Eastbound right turn lane on Don Tyson Parkway
1 Har-Ber Extension (40th to 48th)	This project consists of constructing about 0.5 miles of a 2-3 lane roadway section from 40th Street to 48th Street. This project will include a 5 foot sidewalk and 12 foot sidepath and a bridge across I-49 with signals at each end.
2 Don Tyson Parkway (Gene George to Highway 112)	This project consists of constructing 0.8 miles of Don Tyson Parkway from the existing Gene George roundabout to Highway 112. This project will include a 4 lane roadway section with a raised center median, a 10 foot sidepath, and 5 foot sidewalk.
3 Gene George Blvd. (Elm Springs Road to County Line Road)	This project consists of 1.3 miles of Gene George Boulevard from the Elm Springs roundabout to County Line Road. This project will include a 4 lane roadway with a raised center median, a 12 foot sidepath, and 5 foot sidewalk.
4 Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)	This project consists of improving 0.5 miles of Shiloh Street from Maple Avenue to Huntsville Avenue. The project will add sidewalks, ADA ramps, pedestrian crossings, on street parking, streetlights, trees, benches, and other amenities.
5 County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)	This project consists of about 0.75 miles of County Line Road improvements from Lowell Road to 0.5 miles west of Thompson Street. This project includes construction of a 3 lane section, a 12 foot sidepath, and 5 foot sidewalk. A traffic signal would be added at Thompson Street, and trail improvements would extend from the street sidepath to the Razorback Greenway.
6 Springdale Street Reconstructions (13 Locations)	This project consists of full depth reconstructions of the following Streets: Shipley Street (Porter to Quandt), Quandt Avenue (Thompson to Maple), Porter Avenue (Thompson to Turner), Highland Avenue (Thompson to Shipley), Raedel Avenue (Turner to Crutcher), Lutz Road (Butterfield Coach to City Limits), Julio Road (Butterfield Coach to Hylton), Dyer Street (Princeton to Sunset), Horseshoe Drive (Campbell to end of road), Taylor Avenue (Hinshaw to Elmdale), Birchwood Avenue (Greenbriar to end of road), Gibbs Road (Yeager to Nichols), and Robbins Road (Fair to city limits)
7 Albright Road (Butterfield Coach Road to Hylton Road)	This project consists of constructing 0.5 miles of Albright Road between Hylton and Butterfield Coach. Improvements include a 3 lane roadway with a 12 foot sidepatch and 5 foot sidewalk.
8 64th Street South (Watkins to Don Tyson)	This project consists of constructing 0.5 miles of 64th Street between Watkins and the future Don Tyson Parkway. Improvements include a 4 lane roadway section with a raised center median, 12 foot sidepath, and 5 foot sidewalk.
9 Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)	This project consists of constructing 500 feet of Dick Smith Street between Rockburn Avenue and Ford Avenue. Improvements include a 2 lane roadway section with 5 foot sidewalks on both sides of the street.
10 Sunset Avenue Extension and Powell Street Improvements (Holcomb Street to Robinson Avenue)	This project consists of extending Sunset Avenue 0.4 miles from Holcomb Street to Powell Street. The extension would also include 0.6 miles of improvements on Powell Street from Sunset Avenue to Aspenridge Drive. Improvements include a 3 lane roadway with 12 foot sidepath and 5 foot sidewalk.
1 Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)	This project consists of extending Dean's Trail 0.65 miles from the terminus at Don Tyson Parkway to the Lake Fayetteville Trail. Improvements include a 12 foot trail and a bridge over Highway 265.
2 Smart School Connections (Various locations)	This project includes \$500k in sidewalk connections from neighborhoods to schools in various locations throughout Springdale
1 East Emma Avenue Streetscape (Park Street to Old Missouri)	This project consists of 0.45 miles of streetscape improvements from Park Street to Old Missouri Road. Improvements include wide sidewalks, ADA ramps, pedestrian crossings, on street parking, streetlights, trees, benches, and other amenities.
2 Meadow Avenue Safe Streets (Thompson to Commercial)	This project consists of 0.5 miles of safe street improvements for Meadow Avenue from Thompson Street to Commercial Street. Improvements include a thin overlay, on street parking, crosswalks, and sidepaths.
11 Apple Blossom Avenue (Goad Springs Road to Highway 71)*	This project consists of widening 1 mile of West Apple Blossom Avenue from Thompson to Goad Springs Road. Improvements would include a 4 lane roadway with a raised median, 10 foot sidepath, 5 foot sidewalk, and a new traffic signal at Dixieland Street.
2 Pride of Springdale Trail Improvements (Emma and Pleasant to Gutensohn and Huntsville; Har-Ber from 48th to Gene George)	This project consists of providing 1.25 miles of bike facilities from Maple Avenue and Pleasant Street to Emma Avenue and Gutensohn Road. This project also includes 0.5 miles of bike facilities from 48th Street and Har-Ber Avenue to Gene George Boulevard and Har-Ber Avenue.
12 American Street Extension (Hembree to American)	This project consists of constructing 0.1 miles of American Street from Morlan Avenue to the Tyson corporate office parking lot. Improvements would include a 2 lane roadway with a 10 foot sidepath and a 5 foot sidewalk.
3 Pleasant Street Safe Street (Watson to Emma)	This project consists of 0.5 miles of safe street improvements for Pleasant Street from Watson Drive to Emma Avenue. Improvements include a thin asphalt overlay, on street bike lanes, and crosswalks.

13	County Line Road Improvements (Gene George Blvd. to Shaw Park) **	This project consists of 1 mile of County Line Road improvements from the Gene George roundabout to Shaw Park. Improvements include a 3 lane road section with a 12 foot sidepath on the north side of the road.
6	Falcon Area Trail Improvements (Falcon from 40th to JB Hunt Park; Gutensohn from Falcon to Huntsville)	This project consists of 1 mile of bike facilities from Falcon Road and 40th Street to J.B. Hunt Park. This project also includes 0.9 miles of bike facilities from Falcon Road and Silent Grove Road to Huntsville Avenue and Gutensohn Road.
14	Gene George Blvd. South Phase 2 (End of Road to New Hope Road)	This project consists of 0.75 miles of Gene George Boulevard improvements from the current end of road to the New Hope Road roundabout and New Hope Road improvements from Gene George to the 56th Street Intersection. This project includes a 4 lane roadway with a raised median, a 10 foot sidepath and 5 foot sidewalk for Gene George, and a 3 lane road with 5 foot sidewalks for New Hope.
15	40th Street Improvements (Wagon Wheel Road to Spring Creek)	This project consists of 0.7 miles of 40th Street improvements from Wagon Wheel Road to Spring Creek. Improvements include a 3 lane roadway with 10 foot sidepath and 5 foot sidewalk. The new alignment will remove the sharp S curves from the existing road.
5	Fitzgerald Trail Improvements (Emma and Old Missouri to Gray Drive and Huntsville)	This project consists of 0.5 miles of trail from Dean's Trail at Emma Avenue and Old Missouri Road to the end of trail at Huntsville Avenue and Gray Drive.
16	Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)***	This project consists of 0.4 miles of Gene George Boulevard improvements from the New Hope Road roundabout to Johnson Mill Boulevard. This project includes a 4 lane roadway with a raised median, a 10 foot sidepath, and 5 foot sidewalk.
3	Watkins/Chapman/West End Trail Improvements (Watkins and 48th to Pleasant and Watson)	This project consists of 3.5 miles of bike facilities from Watkins Avenue and 48th Street to Pleasant Street and Watson Drive.
4	Johnson Avenue Safe Street (Thompson to Commercial)	This project consists of 0.55 miles of safe street improvements for Johnson Avenue from Thompson Street to Commercial Street. Improvements include a thin overlay, on street parking, crosswalks, and new sidewalks.
7	Backus Trail Improvements (Backus and 40th to Greenway/Thompson crossing)	This project consists of 1.3 miles of bike facilities from Backus Avenue and Gutensohn Road to the Razorback Greenway crossing under Thompson Street.
5	Commercial Street Safe Street (Johnson to Meadow)	This project consists of 0.15 miles of safe street improvements for Commercial Street from Meadow Avenue to Johnson Avenue. Improvements include a thin overlay, on street parking, and crosswalks.
6	Main Street Safe Street (Johnson to Grove)	This project consists of 0.25 miles of safe street improvements for Main Street from Grove Avenue to Johnson Avenue. Improvements include a thin overlay, on street parking, and crosswalks.
17	Don Tyson Parkway East (Habberton Road to End of Road)	This project consists of widening 0.4 miles of Don Tyson Parkway from the Habberton Road roundabout to the end of road. Improvements include a 4 lane roadway with a raised median, 8 foot sidepath, and 5 foot sidewalk.

2023 BOND PROJECTS - STAFF RECOMMENDATIONS

	PROJECT	DESIGN	ROW ACQUISITION	UTILITY RELOCATION	CONSTRUCTION	PROJECT TOTAL	CUMULATIVE TOTAL
1	Elm Springs Road/40th Street Intersection Improvements	\$370,000.00	\$120,000.00	\$150,000.00	\$2,210,000.00	\$2,850,000.00	\$2,850,000.00
2	Don Tyson Parkway/Highway 71 Intersection Improvements	\$300,000.00	\$70,000.00	\$150,000.00	\$150,000.00	\$670,000.00	\$3,520,000.00
3	Huntsville Avenue/Thompson Street Intersection Improvements	\$300,000.00	\$70,000.00	\$100,000.00	\$1,500,000.00	\$1,970,000.00	\$5,490,000.00
4	Thompson Street/Robinson Avenue Intersection Improvements	\$380,000.00	\$130,000.00	\$70,000.00	\$2,310,000.00	\$2,890,000.00	\$8,380,000.00
5	Pleasant Street/Sunset Avenue Intersection Improvements	\$70,000.00	\$20,000.00		\$130,000.00	\$220,000.00	\$8,600,000.00
6	Backus Street/Thompson Street Intersection Improvements	\$210,000.00	\$40,000.00	\$50,000.00	\$1,020,000.00	\$1,320,000.00	\$9,920,000.00
7	Don Tyson Parkway/Old Missouri Road Intersection Improvements	\$230,000.00	\$40,000.00	\$70,000.00	\$850,000.00	\$1,190,000.00	\$11,110,000.00
1	Har-Ber Extension (40th to 48th)				\$15,000,000.00	\$15,000,000.00	\$26,110,000.00
2	Don Tyson Parkway (Gene George to Highway 112)		\$1,000,000.00	\$200,000.00	\$9,270,000.00	\$10,470,000.00	\$36,580,000.00
3	Gene George Blvd. (Elm Springs Road to County Line Road)		\$2,800,000.00	\$900,000.00	\$15,000,000.00	\$18,700,000.00	\$55,280,000.00
4	Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)	\$240,000.00	\$1,070,000.00	\$200,000.00	\$1,240,000.00	\$2,750,000.00	\$58,030,000.00
5	County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)	\$750,000.00	\$1,360,000.00	\$560,000.00	\$6,500,000.00	\$9,170,000.00	\$67,200,000.00
6	Springdale Street Reconstructions (13 Locations)	\$300,000.00			\$4,000,000.00	\$4,300,000.00	\$71,500,000.00
7	Albright Road (Butterfield Coach Road to Hylton Road)	\$505,000.00	\$1,005,000.00	\$105,000.00	\$3,590,000.00	\$5,205,000.00	\$76,705,000.00
8	64th Street South (Watkins to Don Tyson)		\$600,000.00	\$200,000.00	\$5,400,000.00	\$6,200,000.00	\$82,905,000.00
9	Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)	\$250,000.00	\$235,000.00	\$100,000.00	\$1,290,000.00	\$1,875,000.00	\$84,780,000.00
10	Sunset Avenue Extension and Powell Street Improvements (Holcomb Street to Robinson Avenue)	\$1,020,000.00	\$2,140,000.00	\$900,000.00	\$7,240,000.00	\$11,300,000.00	\$96,080,000.00
1	Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)		\$100,000.00	\$200,000.00	\$5,606,000.00	\$5,906,000.00	\$101,986,000.00
2	Smart School Connections (Various locations)	\$50,000.00	\$100,000.00		\$500,000.00	\$650,000.00	\$102,636,000.00
1	East Emma Avenue Streetscape (Park Street to Old Missouri)	\$250,000.00		\$100,000.00	\$3,000,000.00	\$3,350,000.00	\$105,986,000.00
2	Meadow Avenue Safe Streets (Thompson to Commercial)	\$120,000.00			\$988,000.00	\$1,108,000.00	\$107,094,000.00

- Street Intersections - \$11,110,000 (10.4%)
- Street Improvements - \$80,670,000 (75.3%)
- Street Reconstructions - \$4,300,000 (4.0%)
- Trails - \$6,556,000 (6.1%)
- Safe Streets - \$4,458,000 (4.2%)

(ALL DOLLAR VALUES ARE ESTIMATES. ACTUAL AMOUNTS FOR EACH PROJECT ARE SUBJECT TO CHANGE)

Since these estimates are very preliminary in nature, we have factored in a 20% contingency from the full 135 million dollar advertized bond yield. As we get solid numbers going forward, we can add projects as funds become available. The full bond yield is also variable, so we have kept the project cap at \$107 million. We feel like in the 3rd quarter of 2024, as project costs become known and we realize the bond yield, we will review the project list and add projects to this bond.

OTHER 2023 BOND PROJECT LIST

	PROJECT	DESIGN	ROW ACQUISITION	UTILITY RELOCATION	CONSTRUCTION	PROJECT TOTAL	CUMULATIVE TOTAL
11	Apple Blossom Avenue (Goad Springs Road to Highway 71)*	\$840,000.00	\$1,410,000.00	\$185,000.00	\$6,000,000.00	\$8,435,000.00	\$8,435,000.00
2	Pride of Springdale Trail Improvements (Emma and Pleasant to Gutensohn and Huntsville; Har-Ber from 48th to Gene George)	\$300,000.00	\$250,000.00	\$200,000.00	\$2,500,000.00	\$3,250,000.00	\$11,685,000.00
12	American Street Extension (Hembree to American)	\$200,000.00	\$500,000.00	\$100,000.00	\$1,500,000.00	\$2,300,000.00	\$13,985,000.00
3	Pleasant Street Safe Street (Watson to Emma)	\$50,000.00			\$242,000.00	\$292,000.00	\$14,277,000.00
13	County Line Road Improvements (Gene George Blvd. to Shaw Park) **		\$880,000.00	\$360,000.00	\$5,520,000.00	\$6,760,000.00	\$21,037,000.00
6	Falcon Area Trail Improvements (Falcon from 40th to JB Hunt Park; Gutensohn from Falcon to Huntsville)	\$150,000.00	\$200,000.00	\$150,000.00	\$2,700,000.00	\$3,200,000.00	\$24,237,000.00
14	Gene George Blvd. South Phase 2 (End of Road to New Hope Road)				\$8,788,000.00	\$8,788,000.00	\$33,025,000.00
15	40th Street Improvements (Wagon Wheel Road to Spring Creek)	\$1,170,000.00	\$1,210,000.00	\$460,000.00	\$8,330,000.00	\$11,170,000.00	\$44,195,000.00
5	Fitzgerald Trail Improvements (Emma and Old Missouri to Gray Drive and Huntsville)	\$200,000.00	\$100,000.00	\$80,000.00	\$1,000,000.00	\$1,380,000.00	\$45,575,000.00
16	Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)***				\$1,796,000.00	\$1,796,000.00	\$47,371,000.00
3	Watkins/Chapman/West End Trail Improvements (Watkins and 48th to Pleasant and Watson)	\$250,000.00	\$300,000.00	\$200,000.00	\$6,860,000.00	\$7,610,000.00	\$54,981,000.00
4	Johnson Avenue Safe Street (Thompson to Commercial)	\$60,000.00			\$570,000.00	\$630,000.00	\$55,611,000.00
7	Backus Trail Improvements (Backus and 40th to Greenway/Thompson crossing)	\$200,000.00	\$200,000.00	\$100,000.00	\$2,740,000.00	\$3,240,000.00	\$58,851,000.00
5	Commercial Street Safe Street (Johnson to Meadow)	\$15,000.00			\$41,000.00	\$56,000.00	\$58,907,000.00
6	Main Street Safe Street (Johnson to Grove)	\$40,000.00			\$132,000.00	\$172,000.00	\$59,079,000.00
17	Don Tyson Parkway East (Habberton Road to End of Road)	\$100,000.00	\$120,000.00	\$100,000.00	\$2,000,000.00	\$2,320,000.00	\$61,399,000.00

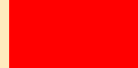
As we get solid numbers going forward, we can add projects as funds become available. We feel like in the 3rd quarter of 2024, as project costs become known and we realize the bond yield, we will review the project list and add projects to this bond.

*Depending on Lowell funding

**Depending on Elm Springs funding

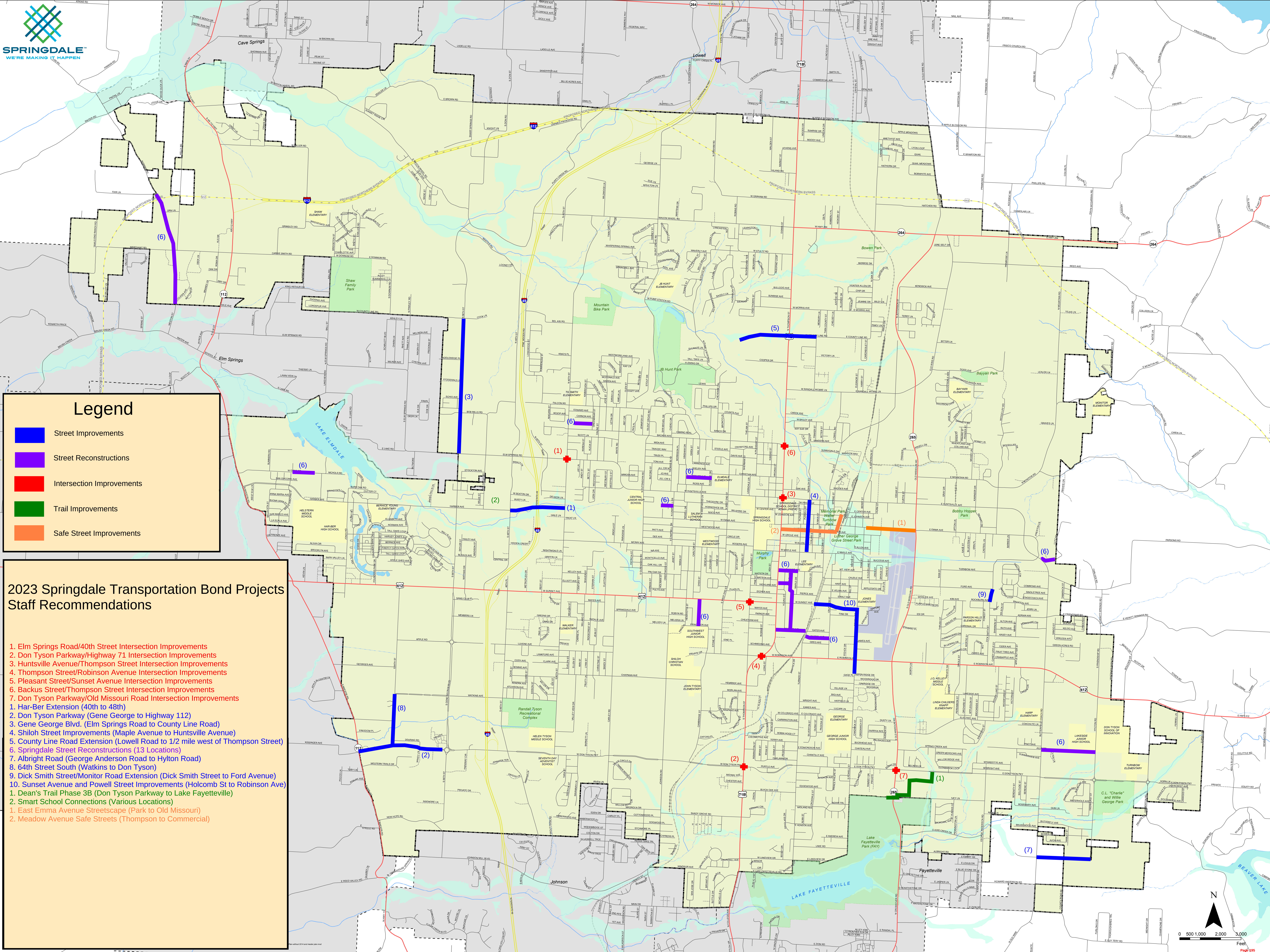
***Depending on Johnson funding

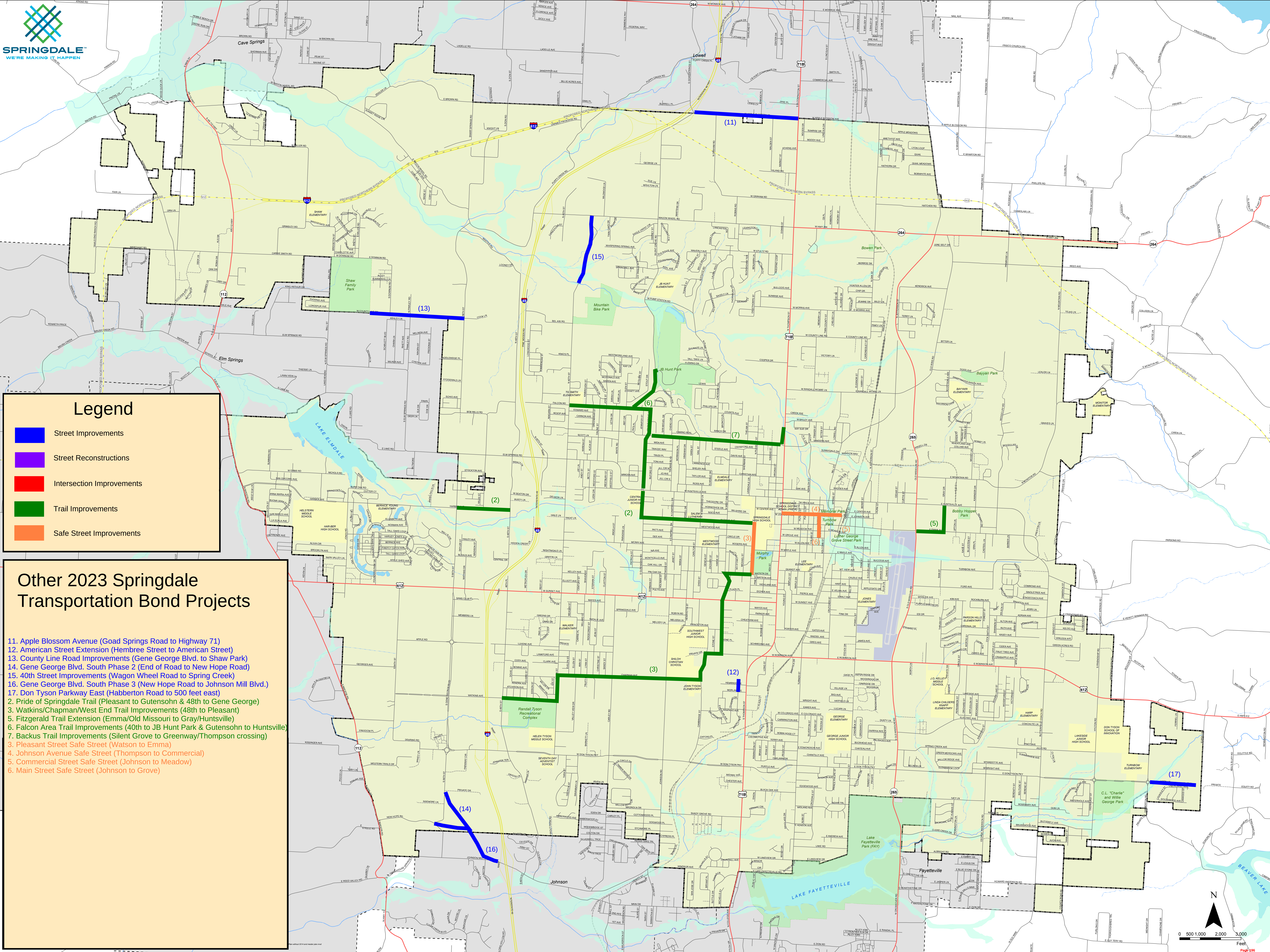
Legend

-  Street Improvements
-  Street Reconstructions
-  Intersection Improvements
-  Trail Improvements
-  Safe Street Improvements

2023 Springdale Transportation Bond Projects Staff Recommendations

- 1. Elm Springs Road/40th Street Intersection Improvements
- 2. Don Tyson Parkway/Highway 71 Intersection Improvements
- 3. Huntsville Avenue/Thompson Street Intersection Improvements
- 4. Thompson Street/Robinson Avenue Intersection Improvements
- 5. Pleasant Street/Sunset Avenue Intersection Improvements
- 6. Backus Street/Thompson Street Intersection Improvements
- 7. Don Tyson Parkway/Old Missouri Road Intersection Improvements
- 1. Har-Ber Extension (40th to 48th)
- 2. Don Tyson Parkway (Gene George to Highway 112)
- 3. Gene George Blvd. (Elm Springs Road to County Line Road)
- 4. Shiloh Street Improvements (Maple Avenue to Huntsville Avenue)
- 5. County Line Road Extension (Lowell Road to 1/2 mile west of Thompson Street)
- 6. Springdale Street Reconstructions (13 Locations)
- 7. Albright Road (George Anderson Road to Hylton Road)
- 8. 64th Street South (Watkins to Don Tyson)
- 9. Dick Smith Street/Monitor Road Extension (Dick Smith Street to Ford Avenue)
- 10. Sunset Avenue and Powell Street Improvements (Holcomb St to Robinson Ave)
- 1. Dean's Trail Phase 3B (Don Tyson Parkway to Lake Fayetteville)
- 2. Smart School Connections (Various Locations)
- 1. East Emma Avenue Streetscape (Park to Old Missouri)
- 2. Meadow Avenue Safe Streets (Thompson to Commercial)





Legend

- Street Improvements
- Street Reconstructions
- Intersection Improvements
- Trail Improvements
- Safe Street Improvements

Other 2023 Springdale Transportation Bond Projects

11. Apple Blossom Avenue (Goad Springs Road to Highway 71)
12. American Street Extension (Hembree Street to American Street)
13. County Line Road Improvements (Gene George Blvd. to Shaw Park)
14. Gene George Blvd. South Phase 2 (End of Road to New Hope Road)
15. 40th Street Improvements (Wagon Wheel Road to Spring Creek)
16. Gene George Blvd. South Phase 3 (New Hope Road to Johnson Mill Blvd.)
17. Don Tyson Parkway East (Habberton Road to 500 feet east)
2. Pride of Springdale Trail (Pleasant to Gutensohn & 48th to Gene George)
3. Watkins/Chapman/West End Trail Improvements (48th to Pleasant)
5. Fitzgerald Trail Extension (Emma/Old Missouri to Gray/Huntsville)
6. Falcon Area Trail Improvements (40th to JB Hunt Park & Gutensohn to Huntsville)
7. Backus Trail Improvements (Silent Grove to Greenway/Thompson crossing)
3. Pleasant Street Safe Street (Watson to Emma)
4. Johnson Avenue Safe Street (Thompson to Commercial)
5. Commercial Street Safe Street (Johnson to Meadow)
6. Main Street Safe Street (Johnson to Grove)

The City Council of the City of Springdale met in regular session on Tuesday, June 13, 2023 in the tiered training room in the new Criminal Justice 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 (Absent)
Jeff Watson	Ward 3
Mike Overton	Ward 2
Mike Lawson	Ward 1
Rex Bailey	Ward 2
Randall Harriman	Ward 1
Mark Fougerousse	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Frank Gamble	Police Chief
Jimmy Vaughan	Assistant Fire Chief
Patsy Christie	Planning Director
James Smith	Public Works Director
Ryan Carr	Engineering Dept.
Ron Findley	Community Eng. Director
Colby Fulfer	Chief of Staff
Angie Albright	Museum Director
Anne Gresham	Library Director

PUBLIC COMMENTS

Tommy was present at City Council expressing concern with the skateboarders on Emma Avenue. The skate park was closed at Luther George Park.

Mayor Sprouse said the city will have to address this issue.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the May 23, 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 Powell made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Harriman made the second.

The vote:

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

No: None

ORDINANCE NO. 5850 – ACCEPTING THE FINAL PLAT (FP23-04) OF PHASE 3 OF HYLTON PLACE SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat (FP23-04) of Phase 3 of Hylton Place Subdivision to the City of Springdale, Arkansas; and declaring an emergency.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5850.

ORDINANCE NO. 5851 – ACCEPTING THE REPLAT (RP23-09) OF BLOCK 1, LOTS 1-4 AND BLOCK 2, LOTS 1-5 OF THE DEAYER ADDITION TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat (RP23-09) of Block 1, Lots 1-4 and Block 2, Lots 1-5 of the Deayer Addition to the City of Springdale, 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 Powell made the second.

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5851.

ORDINANCE NO. 5852 – ACCEPTING THE REPLAT (RP23-10) OF LOTS 3A-3E OF WORTH LANE COMMERCIAL PARK, CREATING LOT 3F, TO THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance accepting the Replat (RP23-10) of Lots 3A-3E of Worth Lane Commercial Park, creating Lot 3F, to the City of Springdale, 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 Harriman made the second.

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

No: None

The Ordinance was numbered 5852.

ORDINANCE NO. 5853 – REZONING (R23-30) 2.0 ACRES OWNED BY ROUSE HOLDINGS, LLC LOCATED AT 5301 W. SUNSET, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning (R23-30) 2 acres owned by Rouse Holdings, LLC located at 5301 W. Sunset, from C-2 to C-5; 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 Harriman made the second.

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5853.

RESOLUTION NO. 65-23 – AUTHORIZING THE GRANT OF A WATER/SEWER EASEMENT TO THE SPRINGDALE WATER AND SEWER COMMISSION ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

City Attorney Ernest Cate presented a Resolution authorizing the grant of a water/sewer easement to the Springdale Water and Sewer Commission across property owned by the City of Springdale, Washington County, Arkansas, at Luther George Park.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE GRANT OF A WATER/SEWER EASEMENT TO THE SPRINGDALE WATER AND SEWER COMMISSION ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

WHEREAS, the City of Springdale, Arkansas, owns properties located at Luther George Park, known as Parcel No. 815-22080-000, Parcel No. 815-28484-000, and Parcel No. 815-22090-000, Washington County, Arkansas ("the Properties");

WHEREAS, the Springdale Water and Sewer Commission is in need of a water/sewer easements across the Properties for water/sewer improvements, as shown on the map attached as Exhibit "A";

WHEREAS, the water/sewer easement is necessary for the construction and improvement of water/sewer facilities to enhance capacity in the area of the Properties, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document (Exhibit "A") when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a water/sewer easement across the Properties to the Springdale Water and Sewer Commission.

PASSED AND APPROVED this ____ day of June, 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 Overton made the second.

The vote:

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

No: None

The Resolution was numbered 65-23.

ORDINANCE NO. 5854– AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED AT 2143 WORTH LANE WITHIN THE CITY OF SPRINGDALE, ARKANSAS; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 2143 Worth Lane within the City of Springdale, Arkansas; and declaring an emergency.

The owners are Yougquiang Wang & Yongmei Bu.

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

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5854.

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 6:11 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer