

- **The next City Council Committee Meeting date will be held on Monday, November 18th, 2024.**
- **Agenda Packet will be available on the Friday before the meeting.**

**SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, November 12th, 2024**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mark Fougrousse

1. Call to Order – Ernest Cate, City Attorney
2. Roll Call – Denise Pearce, City Clerk/Treasurer.
3. Recognition of a Quorum
 - a. Election of the Pro Tempore**

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, October 22nd, 2024.** Pgs. 122-131

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) 7A-7E, and 12 (Motion must be approved by two-thirds (2/3) of the council members).*

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

- A. **An Ordinance** accepting the replat (R24-07) of Block 6, Lots 7 – 10, College Heights Addition, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 1-5
- B. **An Ordinance** accepting the Final Plat (FP24-12) of Jacob's Crossing Phase I, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 6-13
- C. **An Ordinance** accepting the Final Plat (FP24-13) of Gray's Crossing, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 14-20
- D. **An Ordinance** amending Ordinance No. 3307 the same being the Zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-47) certain lands located at 552 S. 48th Street from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and Declaring an Emergency. Pgs. 21-23
- E. **An Ordinance** accepting the Final Plat (FP24-14) of South 48th Street Subdivision, to the City of Springdale, Arkansas, and Declaring an Emergency. Pgs. 24-29
- F. **A Resolution** approving a Waiver (W24-25) of Street Improvements, Drainage, Curbs, Gutters, Sidewalks, and Street Lights as set forth in ordinance No. 3725 to 1100 E. Huntsville Road, in connection with N24-25, a Non-Large-Scale Development. Pgs. 30-31
8. Finance Committee by Chairwoman Amelia Taldo – **Item (s) forwarded from Committee with recommendation for approval.**
- A. **A Resolution** authorizing the purchase of two snow plows for the Public Works Department; to waive competitive bidding; and for other purposes. Presented by James Smith, Public Works Director. Pgs. 32-45
- B. **A Resolution** authorizing the expenditure of funds to acquire property from Brandon Anglin and Lacy Anglin for the Gene George BLVD Extension Project (Elm Springs RD to County Line RD.), Project No. 23BPS4. Presented by Ernest Cate, City Attorney. Pgs. 46-53
- C. **A Resolution** authorizing the execution of a Construction Contract for the Springdale Public Library Expansion Project. Presented by Anne Gresham, Library Director. Pgs. 54-82

9. Police and Fire Committee by Chairman Brian Powell – **Item (s) forwarded from Committee with recommendation for approval.**

A. **A Resolution** accepting the Guaranteed Maximum Price for the construction of Springdale Fire Station #4. Presented by Colby Fulfer, Chief of Staff. **Pgs. 83-99**

10. **A Resolution** setting a Public Hearing Date pursuant to Ark. Code Ann. §14-235-223, on a proposed Ordinance establishing and setting rates for sanitary sewer service in the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. **Pgs. 100-103**

11. **A Resolution** amending Resolution No. 132-24 to levy Benton County Ad Valorem Taxes of the City of Springdale, Arkansas. Presented by Ernest Cate, City Attorney. **Pgs. 104-107**

12. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas, and declaring an emergency. Presented by Ernest Cate, City Attorney. **Pgs. 108-121**

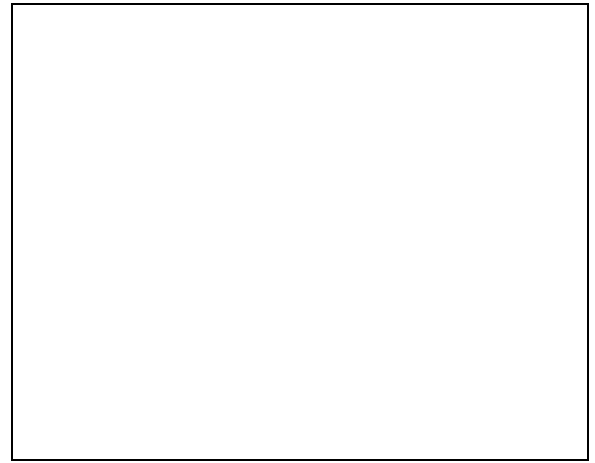
13. Comments from Department Heads.

14. Comments from Council Members.

15. Comments from City Attorney.

16. Comments from Mayor.

17. Adjournment.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE REPLAT (RP24-07)
OF LOTS 7-10, BLOCK 6, COLLEGE HEIGHTS
ADDITION, TO THE CITY OF SPRINGDALE ARKANSAS,
AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 7A

**PART OF LOT 7 AND ALL OF LOTS 8 THROUGH 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION TO THE CITY OF SPRINGDALE,
WASHINGTON COUNTY, ARKANSAS, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHWEST
CORNER OF LOT 10, SAID POINT BEING ON THE EAST RIGHT OF
WAY LINE OF VIRGINIA STREET. THENCE ALONG THE WEST LINE
OF LOTS 10, 9, 8, 7 AND THE EAST RIGHT OF WAY LINE OF SAID
VIRGINIA STREET, NORTH 02 DEGREES 00 MINUTES 47
SECONDS EAST, 197.84 FEET TO A SET REBAR WITH CAP.
THENCE LEAVING THE WEST LINE OF LOT 7, SOUTH 86
DEGREES 18 MINUTES 33 SECONDS EAST, 139.83 FEET TO A SET
REBAR WITH CAP ON THE EAST LINE OF LOT 7, SAID POINT
BEING ON THE WEST RIGHT OF WAY LINE OF A PLATTED ALLEY.
THENCE ALONG THE EAST LINE OF LOTS 7, 8, 9, 10 AND THE
WEST RIGHT OF WAY LINE OF SAID PLATTED ALLEY, SOUTH 02
DEGREES 01 MINUTES 56 SECONDS WEST, 196.54 FEET TO AN
EXISTING REBAR MARKING THE SOUTHEAST CORNER OF LOT
10. THENCE LEAVING THE WEST RIGHT OF WAY LINE OF SAID
PLATTED ALLEY AND ALONG THE SOUTH LINE OF LOT 10,
NORTH 86 DEGREES 50 MINUTES 28 SECONDS WEST, 139.74
FEET TO THE POINT OF BEGINNING, CONTAINING 0.63 OF AN
ACRE AND SUBJECT TO ANY EASEMENTS OF RECORD.**

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the replat (RP24-07) as presented by petitioner, and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat of Lots 7-10, Block 6, College Heights Addition to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat (RP24-07) of Lots 7-10, Block 6, College Heights Addition, to the City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest Cate, CITY ATTORNEY

CERTIFICATE OF TRANSMITTAL, OWNERSHIP & ORDINANCE

The undersigned hereby transmit this plat to the City of Springdale for approval and acceptance and certify to be the owner of the property described and hereby dedicate all street, alleys, easements, parks, and other open spaces to public or private use as noted. The undersigned certify that the platting as filed on record cannot be changed unless vacated pursuant to applicable local or other law. The undersigned further certify that the required ordinance of acceptance is in order having been approved by the City Attorney on _____.

Date of Execution: _____

Signed: _____
Marlene Moke, Moke Investments, LLC

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this day before me, the undersigned Notary Public within and for the County and State aforesaid, duly commissioned and acting, appeared in person(s) _____ and known to me to be the person(s) whose name(s) are subscribed to the within instruments and acknowledge that he/she/they executed the same for the purposes therein contained.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

The undersigned hereby certify that this plat meets current regulations of the City of Springdale and regulations of the Arkansas State Board of Health as each pertains to this plat and to the offices of responsibility shown below.

Date _____ Signature _____
Acceptance of Dedication _____ City Clerk _____
Approval for Recording _____ Mayor _____
Commission _____ Director, Planning and Community Development Division _____
Chairman, Planning Commission _____
Water and Sewer _____ Engineer, Springdale Water Utilities _____
Streets and Drainage _____ City Engineer _____

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 and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
State of Arkansas

SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Washington County, Arkansas Community Panel No. 051430000000 Dated: January 28, 2024.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, Ricky Hill, No. 1443, or Jacob Long, No. 1915, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718, Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921.

SURVEYOR'S NOTE: All building, surface and subsurface, improvements on and adjacent to the site are not necessarily shown. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

Satterfield Land Surveyors P.A., Copyright 2024

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

PROPERTY DESCRIPTION

PARCEL #815-21015-000

Parent Tract 1

Lots 7 through 9, Block 6, College Heights Addition to the City of Springdale, Washington County, Arkansas, containing 0.48 of an acre and subject to any Easements of Record.

PARCEL #815-21016-000

Parent Tract 2

Lot 10, Block 6, College Heights Addition to the City of Springdale, Washington County, Arkansas, containing 0.16 of an acre and subject to any Easements of Record.

Lot 7A

Part of Lot 7 and all of Lots 8 through 10, Block 6, College Heights Addition to the City of Springdale, Washington County, Arkansas, being more particularly described as follows:

Beginning at an existing rebar marking the Southwest Corner of Lot 10, said point being on the East right of way line of Virginia Street. Thence along the West line of Lots 10, 9, 8, 7 and the East right of way line of said Virginia Street, North 02 degrees 00 minutes 47 seconds East, 197.84 feet to a set rebar with cap. Thence leaving the West line of Lot 7, South 86 degrees 18 minutes 33 seconds East, 139.83 feet to a set rebar with cap on the East line of Lot 7, said point being on the West right of way line of a platted alley. Thence along the East line of Lots 7, 8, 9, 10 and the West right of way line of said platted alley, South 02 degrees 01 minutes 55 seconds West, 196.54 feet to an existing rebar marking the Southeast Corner of Lot 10. Thence leaving the West right of way line of said platted alley and along the South line of Lot 10, North 86 degrees 50 minutes 28 seconds West, 139.74 feet to the Point of Beginning, containing 0.63 of an acre and subject to any Easements of Record.

STATEMENT OF NON-BUILDABILITY

APPROVAL OF THIS PLAN DOES NOT IN ANY WAY INDICATE THAT ANY OF THE LOTS ON THIS PLAN ARE BUILDABLE ACCORDING TO THE PLANNING REGULATIONS OF WASHINGTON COUNTY, ARKANSAS, NOR AN ENDORSEMENT BY THE PLANNING BOARD OF SAID BUILDABILITY OF SAID LOTS.

NOTE:

NO FENCES SHALL BE BUILT WITHIN ANY DRAINAGE EASEMENT.

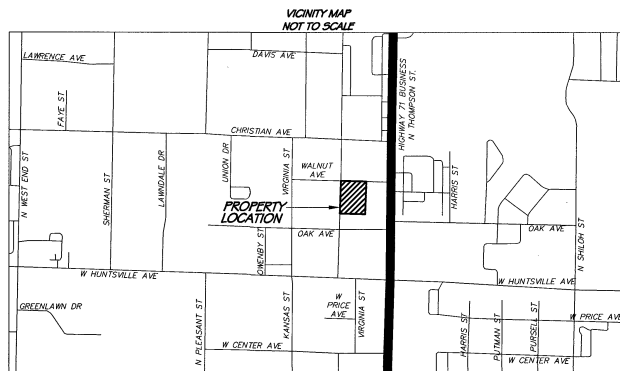
NOTES:

TITLE SEARCH WAS PERFORMED AND NO EASEMENTS OF RECORD WERE FOUND.

CLIENT IS UNAWARE OF UTILITY CONNECTIONS, BUILDING WAS GONE WHEN THEY BOUGHT THE PROPERTY.

ZONING
C-2 GENERAL COMMERCIAL DISTRICT

FRONT: 3015' IF PARKING IS ALLOWED BETWEEN R.O.W. & BUILDING
SIDE: 0' (SUBJECT TO APPLICABLE FIRE & BUILDING CODES)
SIDE: 20' WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT
REAR: 20'



COLLEGE HEIGHTS ADDITION - LOT 7A - BLOCK 6

A REPLAT OF LOTS 7 THROUGH 10, BLOCK 6, COLLEGE HEIGHTS ADDITION TO THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS

PARCEL #815-20896-000
CAMERON & AMY LAGRONE
6305 SW BRUSH BLVD
BENTONVILLE AR 72712
ZONE - MF-12

LOT 1
BLOCK 2

LOT 6
PARCEL #815-21006-001
DONALD & LINDA DENARD
1001 N WALNUT AVE
SPRINGDALE AR 72764
ZONE - MF-12

LOT 5
PARCEL #815-21006-000
LD GIBSON PROPERTIES LLC
2620 TRUITT LN
SPRINGDALE AR 72762
ZONE - MF-12

LOT 4
PARCEL #815-21005-000
TID OF AR LLC
51422 35TH AVE
5 AUBURN WA 9800
ZONE - MF-12

LOT 3
PARCEL #815-21004-000
MANCHAVE FAMILY TRUST
127 CARRINGTON AVE
SPRINGDALE AR 72764
ZONE - MF-12

LOT 2
PARCEL #815-21017-000
JUAN & ANA MEJIA
1102 CHRISTIAN AVE
SPRINGDALE AR 72764
ZONE - C-2

LOT 1
PARCEL #815-21016-000
MOKE INVESTMENTS LLC
304 N VIRGINIA ST
SPRINGDALE AR 72764
ZONE - C-2

LOT 7A
0.63 ACRE
PARENT TRACT 1
0.48 ACRE
PARCEL #815-21015-000
MOKE INVESTMENTS LLC
304 N VIRGINIA ST
SPRINGDALE AR 72764
ZONE - C-2
PROPERTY ADDRESS: 607 VIRGINIA ST
REMOVE LINE FOR THIS PLAT

LOT 9
0.16 ACRE
PARENT TRACT 2
0.16 ACRE
PARCEL #815-21016-000
MOKE INVESTMENTS LLC
304 N VIRGINIA ST
SPRINGDALE AR 72764
ZONE - C-2
PROPERTY ADDRESS: 605 VIRGINIA ST
REMOVE LINE FOR THIS PLAT

LOT 10
0.16 ACRE
PARENT TRACT 2
0.16 ACRE
PARCEL #815-21016-000
MOKE INVESTMENTS LLC
304 N VIRGINIA ST
SPRINGDALE AR 72764
ZONE - C-2
PROPERTY ADDRESS: 605 VIRGINIA ST
REMOVE LINE FOR THIS PLAT

LOT 11
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 12
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 13
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 14
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 15
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 16
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 17
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 18
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 19
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 20
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 21
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 22
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 23
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 24
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 25
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 26
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 27
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 28
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 29
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 30
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 31
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 32
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 33
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 34
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 35
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 36
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 37
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 38
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 39
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

LOT 40
SE CORNER, LOT 10, BLOCK 6,
COLLEGE HEIGHTS ADDITION
N 86°50'28" W 139.74'
(PLATTED 140.00')
N 62°36'31.47' E 6811.629.94'

SURVEYORS DISCLAIMER AND STATEMENT OF USE

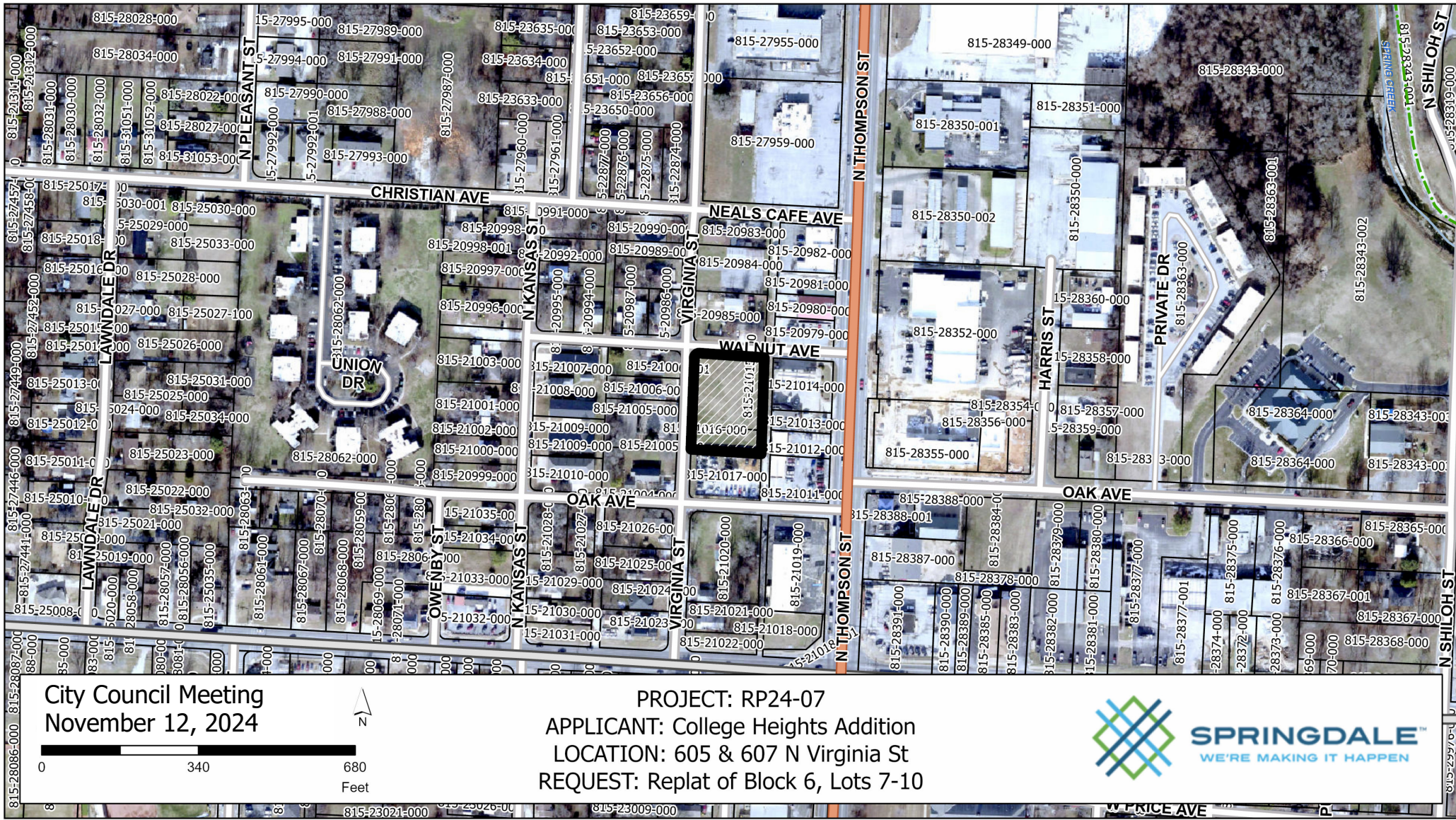
This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL, JACOB LONG
1928 HWY 71 NORTH
ALMA, AR 72921
PHONE:
(479)632-3565
EMAIL:
ricky@sbsurveying.com
jlong@sbsurveying.com

CONTACT: MARLENE MOKE
605 N. VIRGINIA ST.
SPRINGDALE, AR 72764
PHONE: (479) 644-8877

DRAWN BY: J.D.B.
SCALE: 1"=30'
DATE: 4-30-24
JOB NO: 48,859

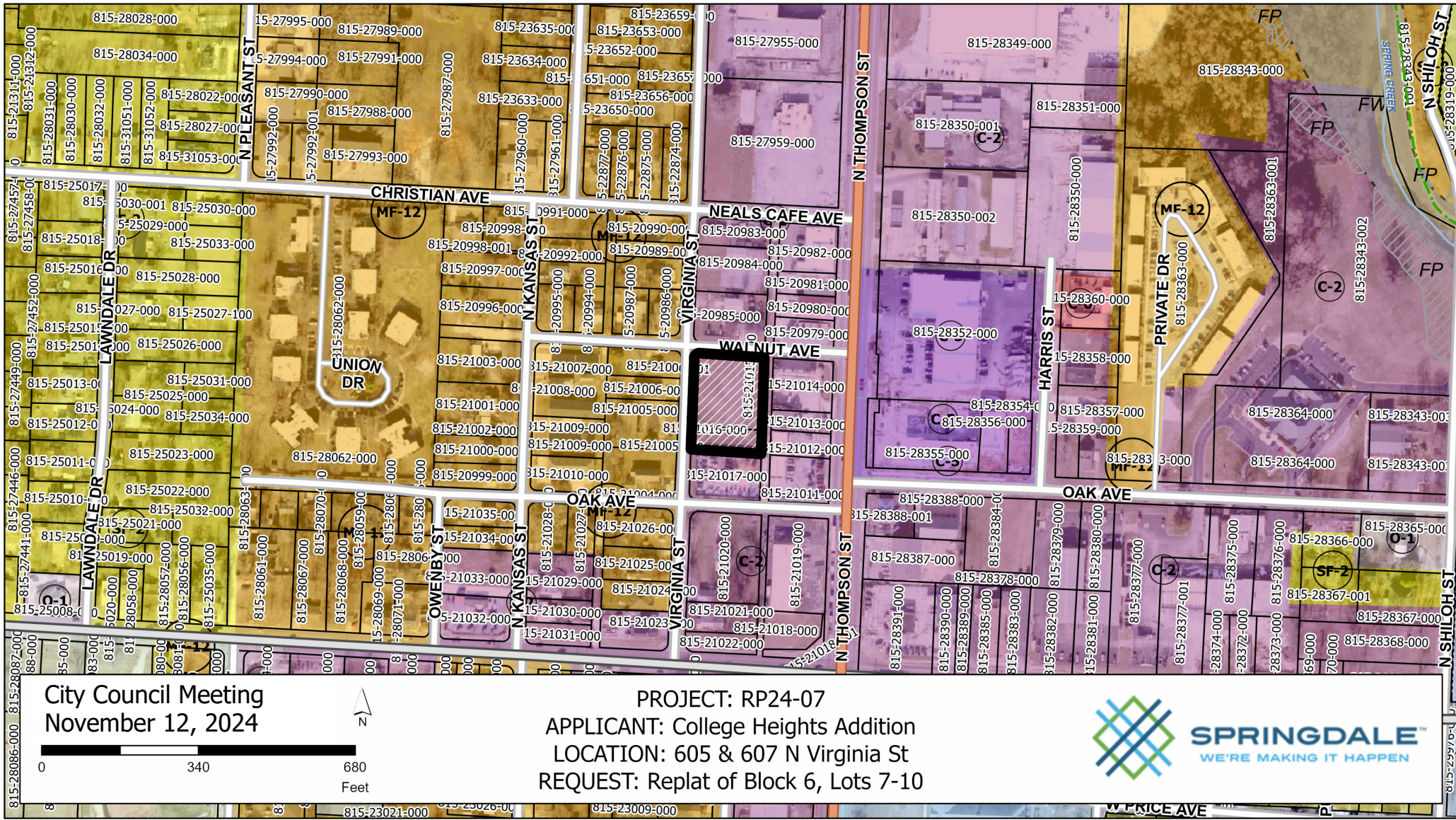
Satterfield Land Surveyors P.A.
1928 HWY. 71 NORTH, ALMA, ARK. & OKLA. PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

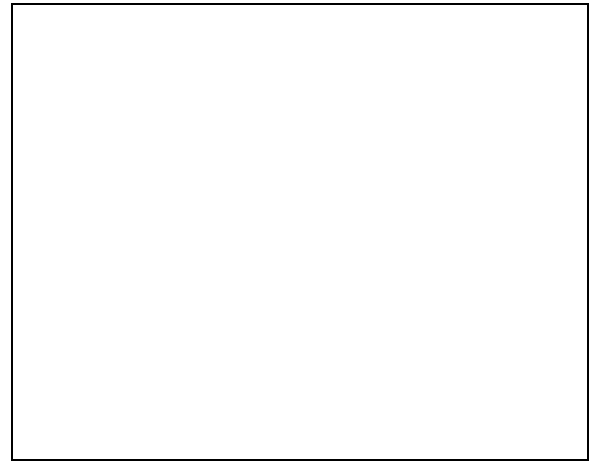


City Council Meeting
November 12, 2024

PROJECT: RP24-07
APPLICANT: College Heights Addition
LOCATION: 605 & 607 N Virginia St
REQUEST: Replat of Block 6, Lots 7-10







ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP24-12) OF
PHASE 1 OF JACOB'S CROSSING, TO THE CITY OF SPRINGDALE,
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF SAID NW 1/4 OF THE NW 1/4, N02°24'52"E A DISTANCE OF 395.09 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A "MAG" NAIL WITH WASHER "PLS 1156"; THENCE CONTINUING N02°24'52"E A DISTANCE OF 237.72 FEET; THENCE LEAVING SAID WEST LINE, S87°37'23"E A DISTANCE OF 164.83 FEET; THENCE N02°22'37"E A DISTANCE OF 35.00 FEET; THENCE S87°37'23"E A DISTANCE OF 320.94 FEET; THENCE N67°02'49"E A DISTANCE 46.00 FEET; THENCE S22°57'11"E A DISTANCE OF 19.04 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 33.86 FEET AND A CHORD BEARING AND DISTANCE OF S16°29'10"E - 33.79 FEET; THENCE S87°37'23"E A DISTANCE OF 121.57 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 32.28 FEET AND A CHORD BEARING AND DISTANCE OF S01°02'52"E - 32.26 FEET; THENCE S02°22'37"W A DISTANCE OF 267.25 FEET; THENCE S87°37'23"E A DISTANCE OF 228.56 FEET; THENCE N27°54'47"W A DISTANCE OF 6.62 FEET; THENCE N00°58'14"W A DISTANCE OF 12.97 FEET; THENCE N09°37'30"E A DISTANCE OF 13.15 FEET; THENCE N32°59'19"E A DISTANCE OF 73.51 FEET; THENCE N23°12'33"E A DISTANCE OF 28.45 FEET; THENCE N07°59'53"E A DISTANCE OF 60.08 FEET; THENCE N23°40'49"E A DISTANCE OF 17.52 FEET; THENCE N38°40'31"E A DISTANCE OF 38.00 FEET; THENCE N47°03'20"E A DISTANCE OF 69.12 FEET; THENCE N21°19'35"E A DISTANCE OF 9.67 FEET; THENCE N04°53'30"E A DISTANCE OF 33.52 FEET; THENCE N09°54'31"W A DISTANCE OF 14.05 FEET; THENCE N12°21'46"E A DISTANCE OF 122.88 FEET; THENCE N02°22'37"E A

DISTANCE OF 209.20 FEET; THENCE S87°37'23"E A DISTANCE OF 1.67 FEET; THENCE N02°29'21"W A DISTANCE OF 60.22 FEET; THENCE N15°08'59"W A DISTANCE OF 62.92 FEET; THENCE N27°39'01"W A DISTANCE OF 69.30 FEET; THENCE N02°50'11"E A DISTANCE OF 129.76 FEET TO THE NORTH LINE OF SAID NW 1/4 OF THE NW 1/4; THENCE ALONG SAID NORTH LINE, S87°10'01"E A DISTANCE OF 338.71 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE NW 1/4, SAID POINT BEING A "MAG" NAIL WITH WASHER "PLS 1156"; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID NW 1/4 OF THE NW 1/4, S02°22'37"W A DISTANCE OF 1320.78 FEET TO A 5/8 INCH REBAR AT THE SOUTHEAST CORNER OF SAID NW 1/4 OF THE NW 1/4; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE NW 1/4, N87°09'26"W A DISTANCE OF 948.99 FEET TO AN IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID SOUTH LINE, N02°24'52"E A DISTANCE OF 395.09 FEET TO AN IRON PIN WITH CAP "PLS 1156"; THENCE N87°09'26"W A DISTANCE OF 384.01 FEET TO THE **POINT OF BEGINNING**, CONTAINING 19.17 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT-OF-WAY OF GEORGE ANDERSON ROAD ON THE WEST SIDE THEREOF, THE RIGHT-OF-WAY OF EAST DON TYSON PARKWAY ON THE NORTH SIDE THEREOF AND ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said plat (FP24-12) and join with the said petitioner in petitioning the City Council to accept the said plat of Phase 1 of Jacob's Crossing to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP24-12) of Phase 1 of Jacob's Crossing, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

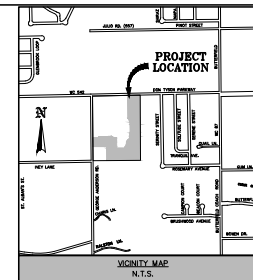
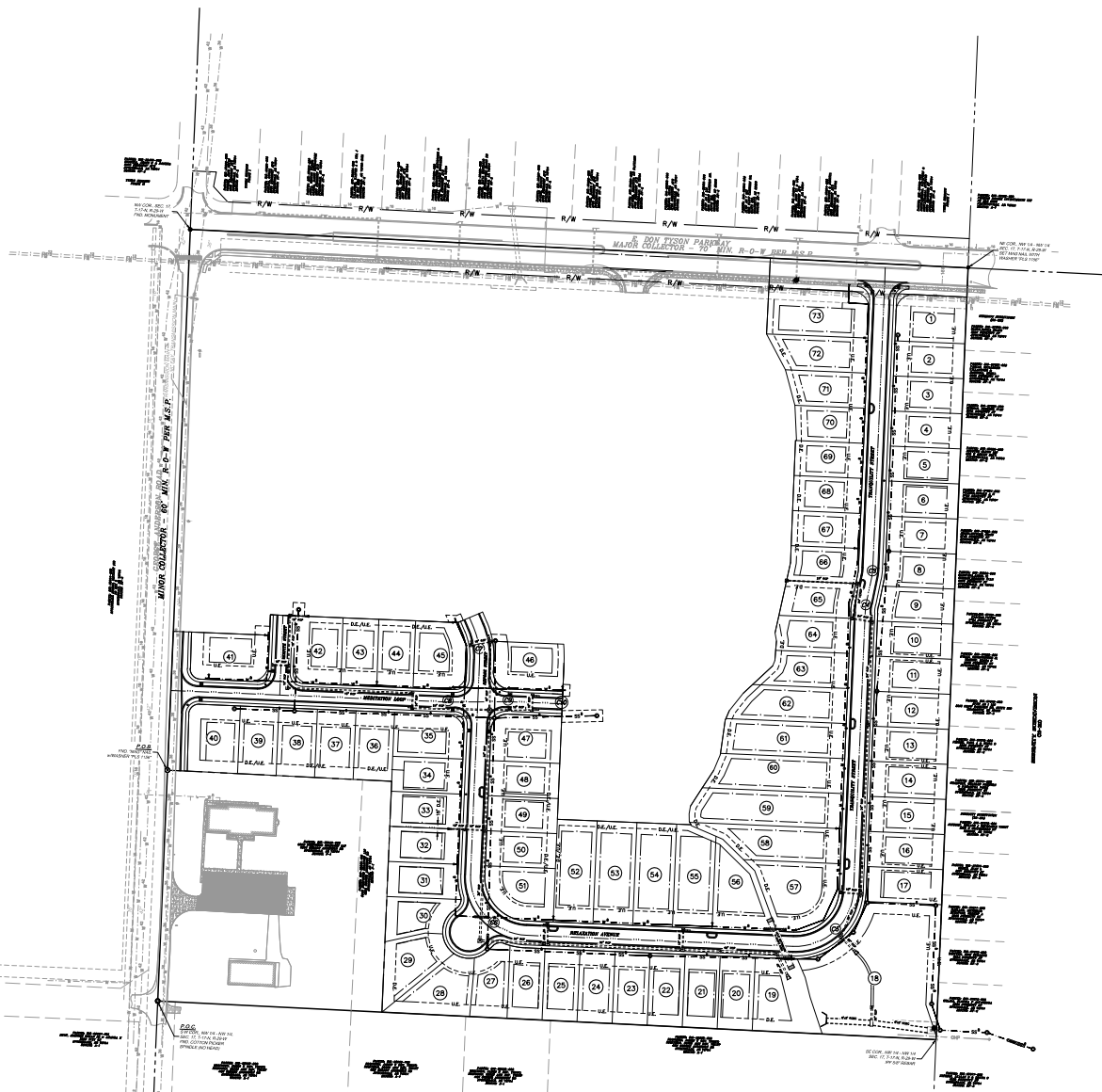
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



OWNER/DEVELOPER: STP DEVELOPMENT LLC
1204 E JOYCE BLVD, STE 102
FAIRFAXVILLE, AR 72703

ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

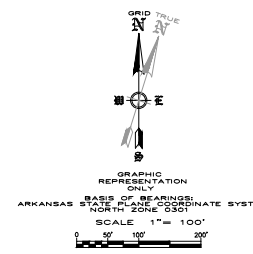
EXISTING ZONING: SF-3 (HIGH DENSITY SINGLE FAMILY)

SETBACKS: FRONT SETBACK = 30'
SIDE SETBACK = 8'
(SUBJECT TO APPLICABLE FIRE AND BUILDING CODES)
REAR SETBACK = 20'

LOTS: 73 TOTAL (72 RESIDENTIAL)
(1) DETENTION POND LOT

LEGEND

	IRON PIN FOUND (IPF)
	IRON PIN SET (IPS) PLS 1156
	PROPERTY LINE
	EX. ROAD CENTERLINE
	EX. CURB & GUTTER
	EX. WATER LINE
	EX. 8" FIRE LINE
	EX. STORM DRAIN LINE
	EX. WATER METER
	EX. SEWER MANHOLE
	EX. WATER VALVE
	EX. CONTOUR
	FENCE
	EASEMENT LINE
	BUILDING SETBACK LINE
	CURB & GUTTER
	FIRE HYDRANT
	WATERLINE
	SEWER MANHOLE & PIPE
	LIGHT POLE
	HANDICAP RAMP
	STORM BOX & PIPE
	911 ADDRESS
	SET "NAT" NAIL



PLAT CODE: 500-17N-29W-0-17-440-72-1156

FP24-12



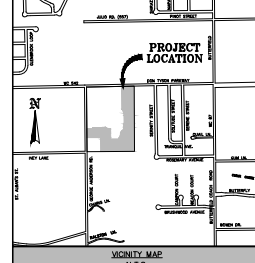
OVERALL PLAT
JACOB'S CROSSING
SPRINGDALE, ARKANSAS

REVISION	DATE	DESCRIPTION

SCALE: 1"=100'
DATE: Nov 6, 2024
W.O. # 22916



FINAL PLAT
JACOB'S CROSSING
SPRINGDALE, ARKANSAS



OWNER/DEVELOPER: JIP DEVELOPMENT LLC
1204 E JOYCE BLVD, STE 102
FAIRFAXVILLE, AR 72703

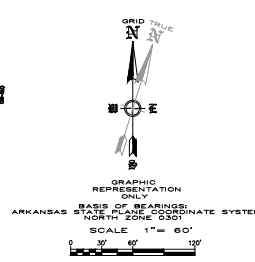
ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1207 N. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

EXISTING ZONING: SF-3 (HIGH DENSITY SINGLE FAMILY)

SETBACKS:
FRONT SETBACK = 30'
SIDE SETBACK = 8'
(SUBJECT TO APPLICABLE FIRE AND BUILDING CODES)
REAR SETBACK = 20'

LOTS:
73 TOTAL (72 RESIDENTIAL)
(1) DETENTION POND LOT

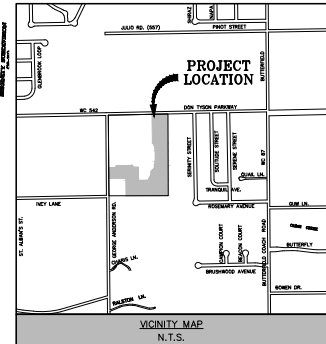
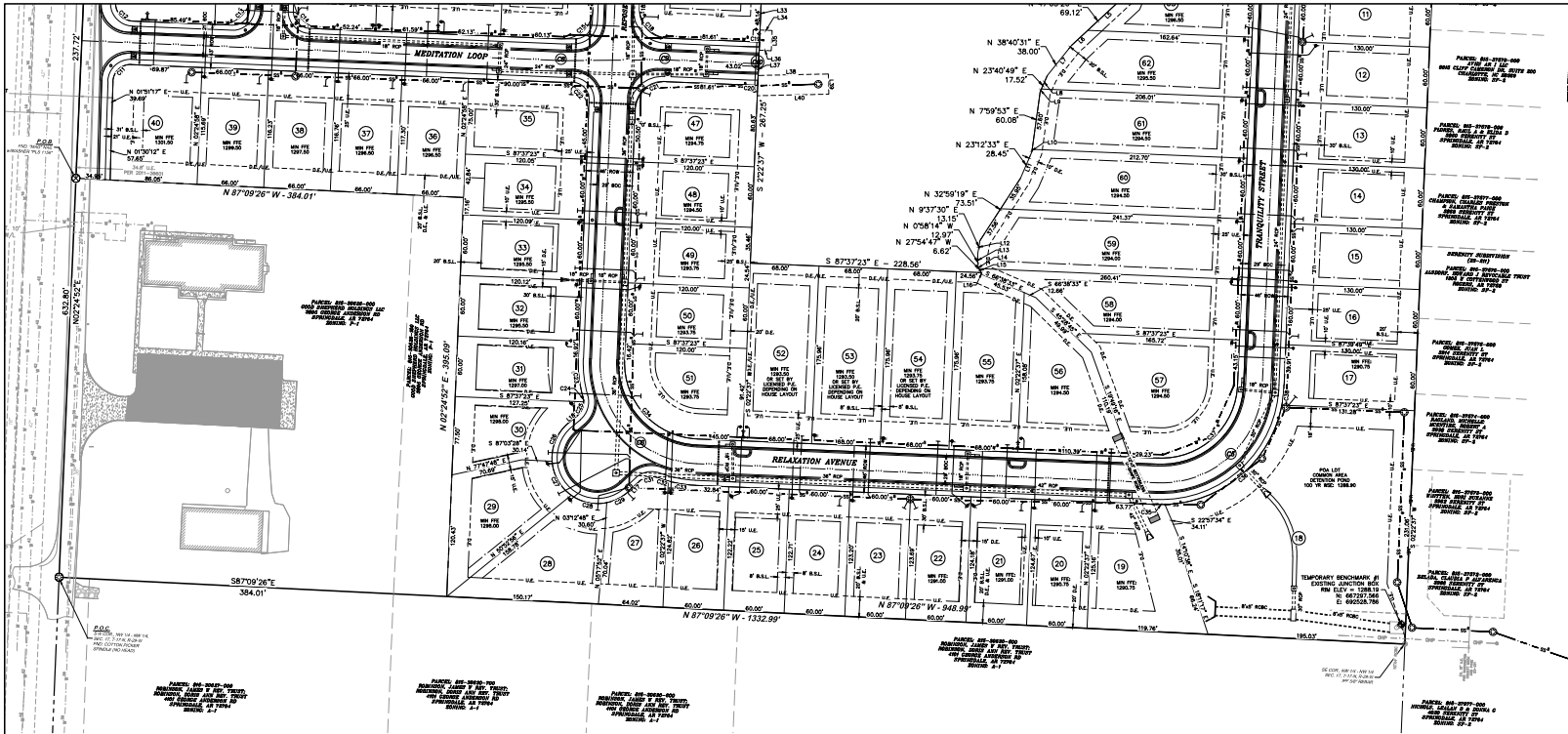
LEGEND	
	IRON PIN FOUND (IPF)
	IRON PIN SET (IPS) PLS 1156
	PROPERTY LINE
	EX. ROAD CENTERLINE
	EX. CURB & GUTTER
	EX. WATER LINE
	EX. STORM DRAIN LINE
	EX. WATER METER
	EX. SEWER MANHOLE
	EX. WATER VALVE
	EX. CONTOUR
	FENCE
	EASEMENT LINE
	GRADING SETBACK LINE
	CURB & GUTTER
	FIRE HYDRANT
	WATERLINE
	SEWER MANHOLE & PIPE
	LIGHT POLE
	HANDICAP RAMP
	STORM BOX & PIPE
	911 ADDRESS
	SET 'NAT' NAIL



PLAT CODE: 500-17N-29W-0-17-440-72-1156
FP24-12

REVISION	DATE	DESCRIPTION

SCALE: 1"=60'
DATE: Nov 6, 2024
DRAWN BY: [Name]
CHECKED BY: [Name]
W.O. # 22916



OWNER/DEVELOPER: DTP DEVELOPMENT LLC
1204 E JOYCE BLVD, STE 102
FAYETTEVILLE, AR 72703

ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1007 S. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

EXISTING ZONING: SF-3 (HIGH DENSITY SINGLE FAMILY)

SETBACKS: FRONT SETBACK = 30'
SIDE SETBACK = 8'
(SUBJECT TO APPLICABLE FIRE AND BUILDING CODES)
REAR SETBACK = 20'

LOTS: 73 TOTAL (72 RESIDENTIAL)
(1 DETENTION POND LOT)

FLOOD PLAIN ZONING: THIS PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD ZONE AS SHOWN ON THE F.I.E.M. MAP 800-420000-5, PANEL 50 OF 575, ARKANSAS COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED JANUARY 25, 2024.

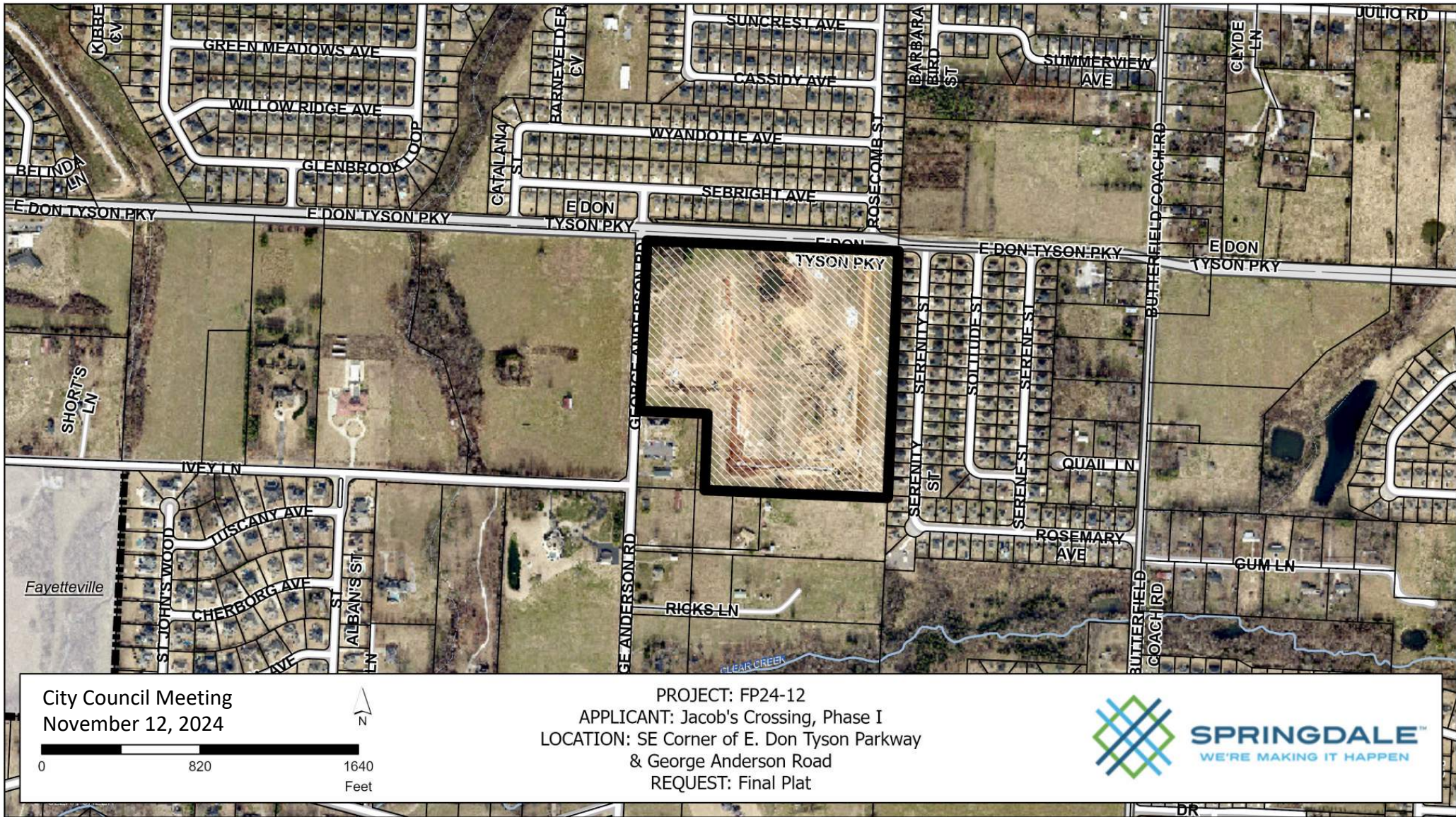


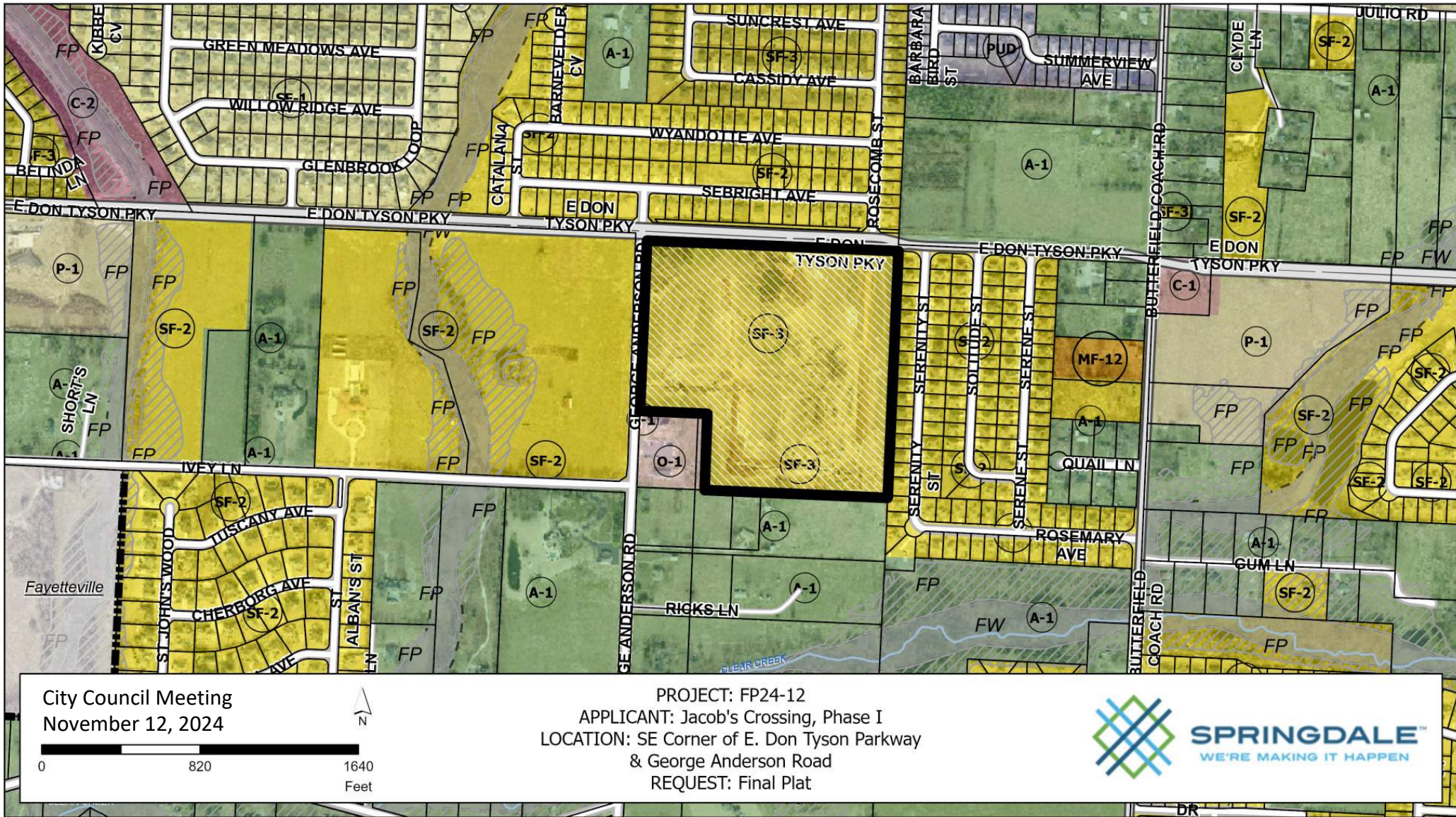
LOT SIZE TABLE			LOT SIZE TABLE			LINE TABLE			EASEMENT LINE TABLE			PARCEL CURVE DATA		
LOT #	LOT SQ. FT.	LOT ACRES	LOT #	LOT SQ. FT.	LOT ACRES	Line #	Length	Direction	Line #	Length	Direction	L	R	CHORD LENGTH
1	9435	0.22	38	7689	0.18	L1	14.00'	N09°54'31"W	L19	25.00'	N87°37'33"W	C11	27.65'	17.50'
2	7200	0.17	39	7653	0.18	L2	16.07'	N04°53'30"E	L20	15.23'	S02°22'37"W	C12	27.35'	17.50'
3	7200	0.17	40	9953	0.23	L3	17.45'	N04°53'30"E	L21	25.00'	N87°37'33"W	C13	47.12'	30.00'
4	7200	0.17	41	9055	0.21	L4	9.67'	N21°19'30"E	L22	38.00'	S87°37'33"E	C14	47.12'	30.00'
5	7200	0.17	42	7091	0.16	L5	46.98'	N47°05'20"E	L23	22.72'	S02°22'37"W	C15	47.12'	30.00'
6	7200	0.17	43	7091	0.16	L6	22.13'	N47°05'20"E	L24	20.00'	N87°37'33"W	C16	45.98'	104.00'
7	7200	0.17	44	7091	0.16	L7	38.00'	N38°40'30"E	L25	22.72'	N02°22'37"E	C17	32.45'	100.00'
8	7200	0.17	45	9804	0.23	L8	46.98'	N47°05'20"E	L26	56.84'	S87°37'33"E	C18	47.12'	30.00'
9	7200	0.17	46	9482	0.22	L9	2.88'	N23°40'49"E	L27	13.28'	S22°51'11"E	C19	8.39'	226.00'
10	7666	0.18	47	8267	0.19	L10	2.48'	N07°59'53"E	L28	18.47'	N87°37'33"W	C20	8.39'	289.00'
11	7800	0.18	48	7200	0.17	L11	28.45'	N23°12'33"E	L29	7.30'	S67°02'49"W	C21	47.12'	30.00'
12	7800	0.18	49	7200	0.17	L12	13.10'	N09°37'30"E	L30	12.00'	N22°51'11"W	C22	47.12'	30.00'
13	7800	0.18	50	7200	0.17	L13	13.97'	N07°59'53"E	L31	25.51'	N87°37'33"W	C23	36.74'	121.00'
14	7800	0.18	51	9764	0.22	L14	1.90'	N27°54'47"W	L32	25.99'	N87°37'33"W	C24	5.09'	18.00'
15	7800	0.18	52	11965	0.27	L15	4.88'	N27°54'47"W	L33	36.36'	S02°22'37"E	C25	15.69'	18.00'
16	7800	0.18	53	11965	0.27	L16	1.83'	S27°54'47"E	L34	12.00'	N87°37'33"E	C26	42.63'	45.00'
17	7800	0.18	54	11965	0.27	L17	14.63'	N47°20'29"E	L35	20.00'	S02°22'37"W	C27	39.78'	45.00'
18	44226	1.02	55	11241	0.26	L18	11.29'	S50°10'57"W	L36	12.00'	N87°37'33"E	C28	36.75'	45.00'
19	12141	0.28	56	14352	0.33				L37	25.01'	S02°22'37"E	C29	24.42'	45.00'
20	7495	0.17	57	12426	0.29				L38	68.49'	N88°45'01"E	C30	18.62'	46.00'
21	7495	0.17	58	15349	0.35				L39	20.00'	S01°14'59"E	C31	16.47'	121.00'
22	7436	0.17	59	13507	0.31				L40	70.75'	S88°45'01"E	C32	27.30'	121.00'
23	7406	0.17	60	12584	0.29							C33	17.81'	75.00'
24	7377	0.17	61	11257	0.26							C34	11.81'	121.00'
25	7348	0.17	62	8252	0.19							C35	10.10'	121.00'
26	7346	0.17	63	7535	0.17							C36	16.47'	121.00'
27	7228	0.17	64	7171	0.16							C37	11.67'	75.00'
28	9705	0.22	65	7045	0.16							C38	20.00'	121.00'
29	9113	0.21	66	7000	0.16							C39	12.36'	75.00'
30	7156	0.16	67	7000	0.16							C40	18.00'	121.00'
31	7321	0.17	68	7000	0.16							C41	13.00'	79.00'
32	7258	0.17	69	7053	0.16							C42	20.64'	125.00'
33	7206	0.17	70	7775	0.18							C43	47.36'	30.00'
34	7204	0.17	71	9364	0.22							C44	46.88'	30.00'
35	8809	0.20	72	13016	0.31							C45	32.28'	270.00'
36	7760	0.18										C46	33.86'	150.00'
37	7724	0.18												

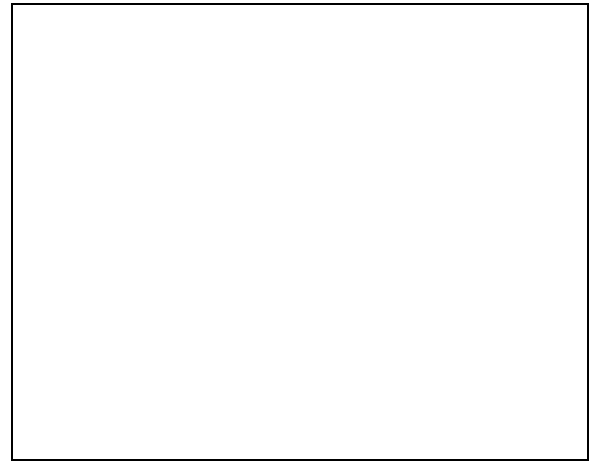
NOTES:

- STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6800 LUMENS.
- STREET LIGHTS ALONG GEORGE ANDERSON RD SHALL BE A MINIMUM OF 11,000 LUMENS.
- ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/ BILLED BY THE CITY.
- ALL CURBING WITHIN SUBDIVISION SHALL BE MODIFIED CURB. EXTERNAL STREETS SHALL BE 6" WIDE X 6" HIGH.
- A.D.A. ACCESSIBLE RAMPS TO HAVE A MAXIMUM INCLINATION RATIO OF 12:1.
- ANY COST OF ADJUSTMENTS, RELOCATION OR DAMAGE OF EXISTING UTILITIES WILL BE THE RESPONSIBILITY OF THE OWNERS/DEVELOPERS.
- THE PLANNING, POSITIONING SYSTEM (GPS) AND CONVENTIONAL TERRESTRIAL SURVEYING EQUIPMENT PROVIDED THE RELATIVE POSITIONING FOR THE TOPOGRAPHIC, PLANNIMETRIC AND BOUNDARY LOCATIONS SHOWN HEREOF.
- THE MAP PROJECTION IS REFERENCED TO THE HORIZONTAL CONTROL DATUM OF NAD83 (NORTH AMERICAN DATUM OF 1983). STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (2501). THE BASIS OF BEARINGS FOR THIS PLAT ARE STATE PLANE GRID BEARINGS. THE VERTICAL DATUM IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83). TWO TEMPORARY BENCHMARKS UTILIZING THIS DATUM ARE SHOWN HEREON.
- LOT 18 IS TO BE USED AS A DETENTION POND. THE ENTIRETY OF THE LOT IS A DRAINAGE EASEMENT.
- LOTS 40 AND 41, SHALL HAVE NO ACCESS ONTO GEORGE ANDERSON RD.
- LOTS 1 AND 73 SHALL HAVE NO ACCESS ONTO JOYCE PARKWAY.
- DEVELOPMENT AND GRADING WITHIN THE DISTURBED AREA IS COMPLETE AND MATCHES PLANS AS APPROVED BY THE PLANNING COMMISSION, AND
- THE DISTURBED SOIL AREA IS OBSERVED TO HAVE 80% GRASS COVERAGE AND 100% STABILITY, AND
- ALL SLOPES STEEPER THAN A 3:1 PITCH UNLESS OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF ENGINEERING, AND
- NOTICE OF VIOLATIONS ISSUED HAVE ALL CORRECTIVE ACTIONS APPROVED WITH AN INSPECTION REPORT SIGNED BY A REPRESENTATIVE OF THE DIRECTOR OF ENGINEERING, AND
- ALL HEAVY EQUIPMENT, STOCKPILES AND CONSTRUCTION SITE MATERIALS HAVE BEEN REMOVED FROM THE CONSTRUCTION SITE.
- ALL LOTS WHERE THE FITE IS LESS THAN 18" HIGHER THAN THE UPSTREAM MANHOLE SHALL RECEIVE A SEWER BACKWATER VALVE. THIS SHALL BE INSTALLED ON THE PRIVATE SEWER SERVICE LINE BY A LICENSED PLUMBER X PVC EXTENDABLE BACKWATER VALVE BY CLEAN CHECK MODEL NO. 9750A.

PARCEL No.: 815-30626-101
SURVEY DESCRIPTION:
PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWENTY-NINE (29) EAST, OF THE 36TH PRINCIPAL MERIDIAN, ARKANSAS COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 17; THENCE ALONG THE WEST LINE OF SAID NW 1/4 OF THE NW 1/4 AND DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; AND PROCEEDING AS FOLLOWS: 1. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 2. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 3. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 4. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 5. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 6. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 7. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 8. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 9. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 10. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 11. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 12. N 87°09'26" W 384.01' TO THE N 87°09'26" W 384.01' LINE; 13. 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ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP24-13) OF
PHASES 1 & 2 OF GRAY'S CROSSING, TO THE CITY OF
SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

PART OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT BEING A FOUND ALUMINUM MONUMENT; THENCE ALONG THE EAST LINE OF SAID SECTION 32, N02°31'33"E A DISTANCE OF 284.72 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, N87°28'27"W A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1156" ON THE EAST LINE OF HAR-BER MEADOWS, PHASE VII AS SHOWN ON PLAT 15-28 OF THE WASHINGTON COUNTY RECORDS; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF HAR-BER MEADOWS, PHASE V AS SHOWN ON PLAT 15-32 OF THE WASHINGTON COUNTY RECORDS, N58°26'01"W A DISTANCE OF 1855.32 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID EAST LINE, N39°59'29"E A DISTANCE OF 17.19 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S86°15'11"E A DISTANCE OF 289.36 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE N59°59'29"E A DISTANCE OF 138.58 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE N02°45'39"E A DISTANCE OF 20.00 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156" ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HAR-BER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S87°14'35"E A DISTANCE OF 1036.90 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S87°46'12"E A DISTANCE OF 128.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GENE GEORGE BOULEVARD AND A SET

MAGNAIL WITH WASHER; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S02°31'34"W A DISTANCE OF 748.85 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 640.00 FEET, AN ARC LENGTH OF 139.93 FEET, AND A CHORD BEARING AND DISTANCE OF S03°44'15"E - 139.65 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S10°00'04"E A DISTANCE OF 114.17 FEET TO THE **POINT OF BEGINNING**, CONTAINING 18.89 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said plat (FP24-13) and join with the said petitioner in petitioning the City Council to accept the said plat of Phases 1 & 2 of Gray's Crossing to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP24-13) of Phases 1 & 2 of Gray's Crossing, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

SURVEYOR'S NOTES:

THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR. THE ORIGINAL SIGNATURE, IF NOT BLUE IN COLOR, IS NOT VALID.

PLAT CLOSURE INFORMATION:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 760,913 FEET.

FEMA FLOOD PLAIN ZONE:

PART OF THIS PROPERTY IS WITHIN THE FLOOD PLAIN ZONE "AE" 100 YEAR FLOODPLAIN, AS SHOWN ON THE F.I.R.M. MAP # 05143C0065G, PANEL 65 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 25, 2024.

PART OF THIS PROPERTY IS ALSO WITHIN THE FLOOD PLAIN ZONE "X" (NO SHADING) DESIGNATED AS AN AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE F.I.R.M. MAP # 05143C0065F, PANEL 65 OF 575, WASHINGTON COUNTY, ARKANSAS & INCORPORATED AREAS. MAP REVISED: JANUARY 25, 2024.

UTILITIES:

THE UTILITY INFORMATION, IF ANY SHOWN HEREON, IS PROVIDED BY THE SURVEYOR AND IS BASED ON ABOVE GROUND UTILITY FEATURES AND CITY OF SPRINGDALE G.I.S. ONLY.

THE DESIGNATIONS AND LOCATIONS OF THESE UTILITY FEATURES SHOWN HEREON ARE NOT TO BE CONSTRUED AS ALL INCLUSIVE OR ABSOLUTE AND ARE PROVIDED WITHOUT WARRANTY.

REFERENCES:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED BELOW. THE SURVEYOR RESEARCHED OR WAS PROVIDED NECESSARY DEEDS, RIGHT-OF-WAY MAPS, AND OTHER PERTINENT INFORMATION AS SHOWN BELOW. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR COURT CASE DECREEES, ADVERSE POSSESSION CLAIMS, SUBSURFACE RIGHTS OR OWNERSHIP, ENCUMBRANCES, OR RESTRICTIVE COVENANTS.

ALL RECORDS LISTED BELOW ARE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS UNLESS OTHERWISE NOTED.

A. WARRANTY DEED: JERRY D. MARTENS AND DEBRA K. MARTENS, RECORDED MAY 12, 1998, BOOK 98 PAGE 40081.

B. REDEMPTION DEED: JERRY D. AND DEBBIE MARTENS, RECORDED JULY 25, 2005, FILE NO. 2005-32081.

C. REDEMPTION DEED: JERRY D. AND DEBBIE MARTENS, RECORDED JULY 25, 2005, FILE NO. 2005-32082.

D. WARRANTY DEED: CITY OF SPRINGDALE, RECORDED APRIL 2, 2007, FILE NO. 2007-11995.

E. PLAT OF SURVEY BY MCCOOWIN, WILLIAMS, AND YATES CONSULTING ENGINEERS, THOMPSON B. WEBB, AR PLS NO. 1032, RECORDED APRIL 29, 1998 IN STATE FILE 028153.

F. FINAL PLAT - PHASE V HAR-BER MEADOWS BY MCCOOWIN, WILLIAMS, AND YATES, THOMPSON B. WEBB, AR PLS NO. 1032, RECORDED JUNE 12, 1997 IN PLAT BOOK 15 PAGE 32.

G. FINAL PLAT - PHASE VI HAR-BER MEADOWS BY MCCOOWIN, WILLIAMS, AND YATES, THOMPSON B. WEBB, AR PLS NO. 1032, RECORDED JUNE 9, 1997 IN PLAT BOOK 15 PAGE 28.

H. HAR-BER AVENUE IMPROVEMENTS 48TH STREET TO BRUSH CREEK BY GARVER ENGINEERS, BOND PROJECT NO. BP-0402 AND GARVER PROJECT NO. 0496-200.

SURVEY DESCRIPTION (PARCEL NO.'S 815-30934-000 & 815-30935-000):

PART OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32, SAID POINT BEING A FOUND ALUMINUM MONUMENT; THENCE ALONG THE EAST LINE OF SAID SECTION 32, N02°31'33"E A DISTANCE OF 284.72 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, N87°28'27"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN WITH CAP PLS 1156 ON THE EAST LINE OF HAR-BER MEADOWS, PHASE VI AS SHOWN ON PLAT 15-28 OF THE WASHINGTON COUNTY RECORDS; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF HAR-BER MEADOWS, PHASE V AS SHOWN ON PLAT 15-32 OF THE WASHINGTON COUNTY RECORDS, N58°26'01"W A DISTANCE OF 1855.32 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE LEAVING SAID EAST LINE, N39°59'29"E A DISTANCE OF 17.19 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE S86°15'11"E A DISTANCE OF 289.36 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE N69°59'29"E A DISTANCE OF 138.58 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE N02°45'39"E A DISTANCE OF 20.00 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HAR-BER AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S87°4'35"E A DISTANCE OF 1026.90 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE S87°46'12"E A DISTANCE OF 128.51 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GENE GEORGE BOULEVARD AND A SET MAGNAIL WITH WASHER; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALSO SAID WESTERLY RIGHT-OF-WAY LINE, S02°21'34"W A DISTANCE OF 748.85 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 640.00 FEET, AN ARC LENGTH OF 136.93 FEET, AND A CHORD BEARING AND DISTANCE OF S03°44'15"E - 139.65 FEET TO A FOUND IRON PIN WITH CAP PLS 1156; THENCE S10°00'04"E A DISTANCE OF 114.17 FEET TO THE POINT OF BEGINNING, CONTAINING 18.89 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

CERTIFICATE OF ACCURACY OF SURVEY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED ON THIS PLAT IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED AND AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF SPRINGDALE.

DATE: _____ SURVEYOR: _____
S. CRAIG DAVIS, P.L.S. 1156



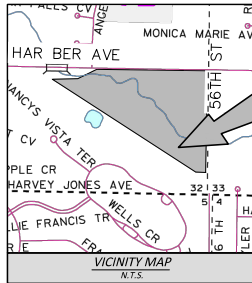
FINAL PLAT

FOR

GRAYS CROSSING

IN THE CITY OF

SPRINGDALE, ARKANSAS



PROJECT
LOCATION

FP24-13
October 14, 2024

BY
ENGINEERING SERVICES INC.



CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERINGSERVICES.COM

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1 OF 3	COVER
2 OF 3	FINAL PLAT SHEET 1
3 OF 3	FINAL PLAT SHEET 2

NOTES:

- 1) 1/2" REBAR WITH CAP "PS 1156" SET AT ALL PROPERTY CORNERS.
- 2) NO FENCES SHALL BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS.
- 3) ALL SIDEWALKS ARE 6' UNLESS OTHERWISE NOTED AND SHALL BE PLACED BY THE INDIVIDUAL LOT OWNER AS REQUIRED BY SPRINGDALE CITY ORDINANCE. DEVELOPER SHALL PLACE SIDEWALK ON ALL PORTIONS OF THE STREETS THAT DO NOT HAVE LOT FRONTAGE.
- 4) ANY ABOVE GROUND OR VISIBLE UTILITY PLACED IN THE FRONT UTILITY EASEMENT MAY NOT BE MORE THAN 6' FROM THE SIDE PROPERTY LINE.
- 5) STREET LIGHTS IN SUBDIVISION TO BE A MINIMUM OF 6,800 LUMENS. ALL STREET LIGHTS SHALL BE PUBLIC AND MAINTAINED/ILLUMINATED BY THE CITY.
- 6) LOTS 1-14, AND 47 SHALL NOT HAVE ACCESS TO HAR-BER AVE. OR S GENE GEORGE BLVD.
- 7) LOT 48 SHALL BE DEDICATED AS A DRAINAGE EASEMENT.
- 8) LOTS 27, 38, 48 AND 49 SHALL BE DEDICATED AS POA LOTS.

TRANSMITTAL OWNERSHIP AND ORDINANCE:

THE UNDERSIGNED HEREBY TRANSMITS THIS PLAT TO THE CITY OF SPRINGDALE FOR APPROVAL AND ACCEPTANCE AND DOES HEREBY CERTIFY TO BE THE OWNER OF THE PROPERTY DESCRIBED AND HEREBY DEDICATE ALL STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES FOR PUBLIC OR PRIVATE USE AS SHOWN ON THE PLAT. THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE PLATING AS FILED ON RECORD CANNOT BE CHANGED UNLESS VACATED, PURSUANT TO APPLICABLE LOCAL OR OTHER LAW.

OWNER / DEVELOPER: GRAYS CROSSING LLC
PO BOX 773
SPRINGDALE, AR 72785

SIGNATURE _____ DATE _____

RESOLUTION: RESOLVED THAT GRAYS CROSSING LLC, HEREBY AUTHORIZES _____ TO EXECUTE THE CERTIFICATE OF OWNERSHIP AND DEDICATION AS SHOWN ON THIS FINAL PLAT.

CERTIFICATE: WE, GRAYS CROSSING LLC, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RESOLUTION.

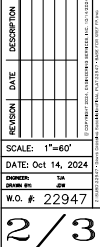
DATE: _____ SIGNATURE: _____

CERTIFICATE OF ACCEPTANCE:

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

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

SHEET 1 of 3
PLAT CODE: 800-18N-30W-0-32-200-78-1156

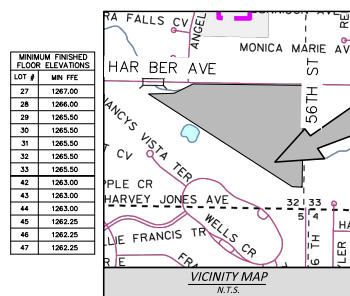


FEMA LEGEND

[Symbol]	ZONE AC (REGULATORY FLOODWAY)
[Symbol]	ZONE AE (1% ANNUAL CHANCE FLOOD HAZARD)
[Symbol]	ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD)

LEGEND

[Symbol]	IRON PIN FOUND
[Symbol]	IRON PIN SET PLS 1156
[Symbol]	SET MAGNOLIA W/ WALKER
[Symbol]	C. PROPERTY LINE
[Symbol]	EX. EASEMENT LINE
[Symbol]	EX. ROAD CENTERLINE
[Symbol]	EX. CURB & GUTTER
[Symbol]	EX. 4" SEWER LINE
[Symbol]	EX. STORM DRAIN LINE
[Symbol]	EX. WATER LINE
[Symbol]	EX. WATER METER
[Symbol]	EX. FIRE HYDRANT
[Symbol]	EX. SEWER MANHOLE
[Symbol]	EX. POWER POLE
[Symbol]	EX. WATER VALVE
[Symbol]	EX. LIGHT POLE
[Symbol]	EX. SIGN
[Symbol]	EX. TELEPHONE BOX
[Symbol]	EX. GAS METER
[Symbol]	EX. 60" WBS
[Symbol]	BUILDING SETBACK LINE
[Symbol]	EASEMENT LINE
[Symbol]	SEWER
[Symbol]	WATERLINE
[Symbol]	HANDICAP RAMP
[Symbol]	STORM BOX & PIPE
[Symbol]	F.E.S. & PIPE
[Symbol]	SEWER MANHOLE & PIPE
[Symbol]	UTILITY LIGHT L.P. (UNDER PER EX. TRAIL STREET LIGHTS)



PROJECT LOCATION

OWNER/DEVELOPER: GRAYS CROSSING, L.L.C.
P.O. BOX 775
SPRINGDALE, AR 72765
ENGINEERING SERVICES, INC.
1337 S. OLD MISSOURI ROAD
P.O. BOX 285
SPRINGDALE, AR 72762
22947

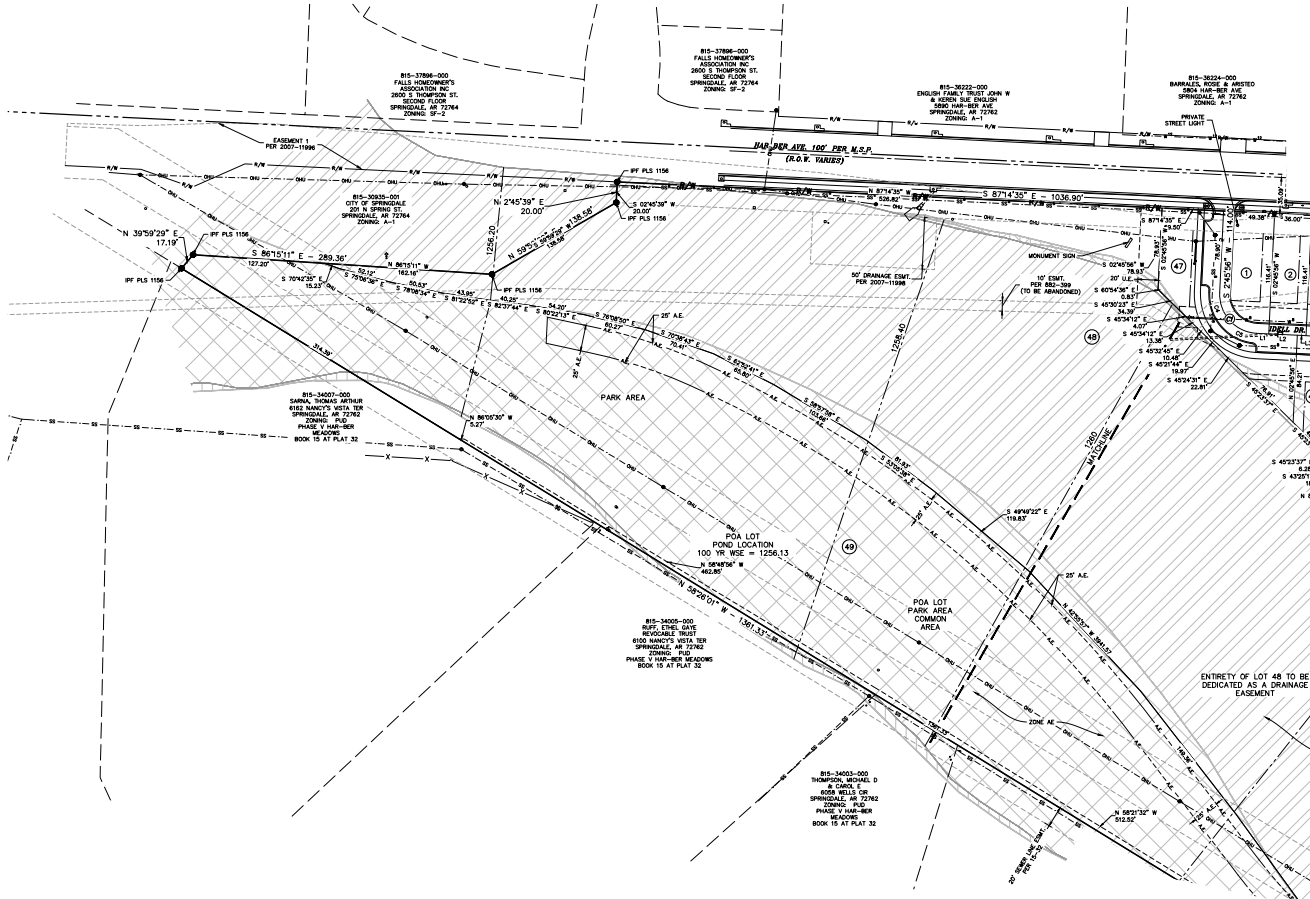
SURVEYOR:

WORK ORDER #:

DEVELOPER PLAN NO.:

THIS PLAT IS TO BE USED FOR THE FLOODED PLANNING ACT AS SHOWN ON THE F.A.S. MAP BY SPRINGDALE, ARKANSAS, INC. (A DIV. OF S.P. WASHINGTON COUNTY, ARKANSAS) INCORPORATED 1984. MAP REVISED: JANUARY 23, 2024.

TOTAL ACRES: 10.79 ACRES
GREENSPACE ACRES: 8.77 ACRES
RESIDENTIAL LOTS: 46- BUILDABLE LOTS
3- UNBUILDABLE LOTS
2.3 UNITS/ACRE
DENSITY: PUD



LOT SIZE TABLE

LOT #	LOT SQ. FT.	LOT ACRES	LOT #	LOT SQ. FT.	LOT ACRES
1	5446	0.13	26	4836	0.11
2	4191	0.10	27	3712	0.09
3	4191	0.10	28	5981	0.14
4	4191	0.10	29	4235	0.10
5	4191	0.10	30	4662	0.11
6	4192	0.10	31	4662	0.11
7	4192	0.10	32	4662	0.11
8	4192	0.10	33	4662	0.11
9	4192	0.10	34	4662	0.11
10	4190	0.10	35	4662	0.11
11	4626	0.11	36	4655	0.11
12	5285	0.12	37	7804	0.18
13	6421	0.15	38	23079	0.53
14	6396	0.15	39	4668	0.11
15	5394	0.12	40	4806	0.11
16	4362	0.10	41	4806	0.11
17	3978	0.09	42	4806	0.11
18	3978	0.09	43	4806	0.11
19	3978	0.09	44	4650	0.11
20	3978	0.09	45	3612	0.08
21	3978	0.09	46	4448	0.10
22	3978	0.09	47	5940	0.14
23	3978	0.09	48	40481	9.28
24	3978	0.09	49	17829	4.09
25	3978	0.09			

Line Table

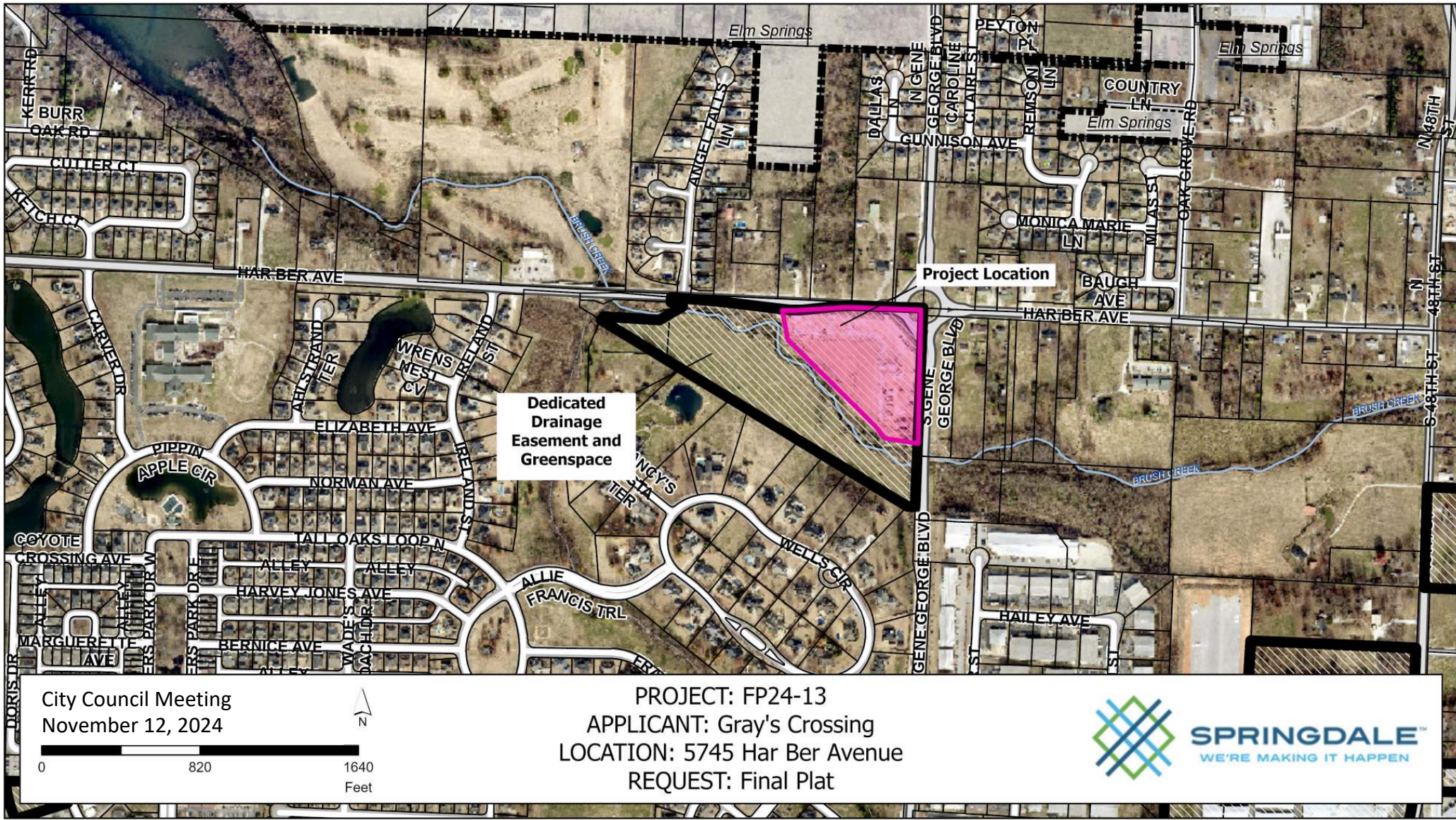
Line #	Length	Direction	Line #	Length	Direction
L1	11.88	N87°14'00.00"W	L31	6.19	N02°31'35.19"E
L2	27.56	N87°14'00.00"W	L32	14.03	N02°31'35.19"E
L3	8.44	N87°14'00.00"W	L33	25.97	N02°31'35.19"E
L4	27.56	N87°14'00.00"W	L34	14.03	N02°31'35.19"E
L5	8.44	N87°14'00.00"W	L35	25.97	N02°31'35.19"E
L6	27.56	N87°14'00.00"W	L36	14.03	N02°31'35.19"E
L7	8.44	N87°14'00.00"W	L37	25.97	N02°31'35.19"E
L8	27.56	N87°14'00.00"W	L38	14.03	N02°31'35.19"E
L9	8.44	N87°14'00.00"W	L39	25.97	N02°31'35.19"E
L10	27.56	N87°14'00.00"W	L40	14.03	N02°31'35.19"E
L11	8.44	N87°14'00.00"W	L41	25.97	N02°31'35.19"E
L12	27.56	N87°14'00.00"W	L42	14.03	N02°31'35.19"E
L13	8.44	N87°14'00.00"W	L43	25.97	N02°31'35.19"E
L14	27.56	N87°14'00.00"W	L44	14.03	N02°31'35.19"E
L15	8.44	N87°14'00.00"W	L45	25.97	N02°31'35.19"E
L16	27.56	N87°14'00.00"W	L46	14.03	N02°31'35.19"E
L17	8.44	N87°14'00.00"W	L47	25.97	N02°31'35.19"E
L18	27.56	N87°14'00.00"W	L48	14.03	N02°31'35.19"E
L19	8.44	N87°14'00.00"W	L49	25.97	N02°31'35.19"E
L20	27.56	N87°14'00.00"W	L50	14.03	N02°31'35.19"E

ROAD CENTERLINE CURVE DATA			
	RADIUS	BEARING	CHORD LENGTH
C1	37.50'	S42°41'00"E	53.03'
C2	88.50'	S42°21'10"E	128.31'
C3	37.50'	S42°28'20"E	53.03'

LOT CURVE DATA		
RADIUS	BEARING	CHORD LENGTH
C4	37.52°	N61°22'00"E 28.04'
C5	37.52°	N64°10'20"W 28.36'
C6	89.50°	N81°07'10"E 19.07'
C7	89.50°	N81°16'10"W 24.06'
C8	89.50°	N81°13'30"W 24.33'
C9	89.50°	N35°59'00"W 24.69'
C10	89.50°	N19°59'20"W 25.12'
C11	89.50°	N09°44'30"W 6.70'
C12	89.50°	N02°33'10"W 15.84'
C13	37.50°	S67°36'40"E 1.35'
C14	37.50°	N43°30'20"W 52.07'
C15	80.50°	S64°10'10"E 9.82'
C16	80.50°	S57°45'20"E 13.69'
C17	80.50°	S53°31'00"E 50.83'



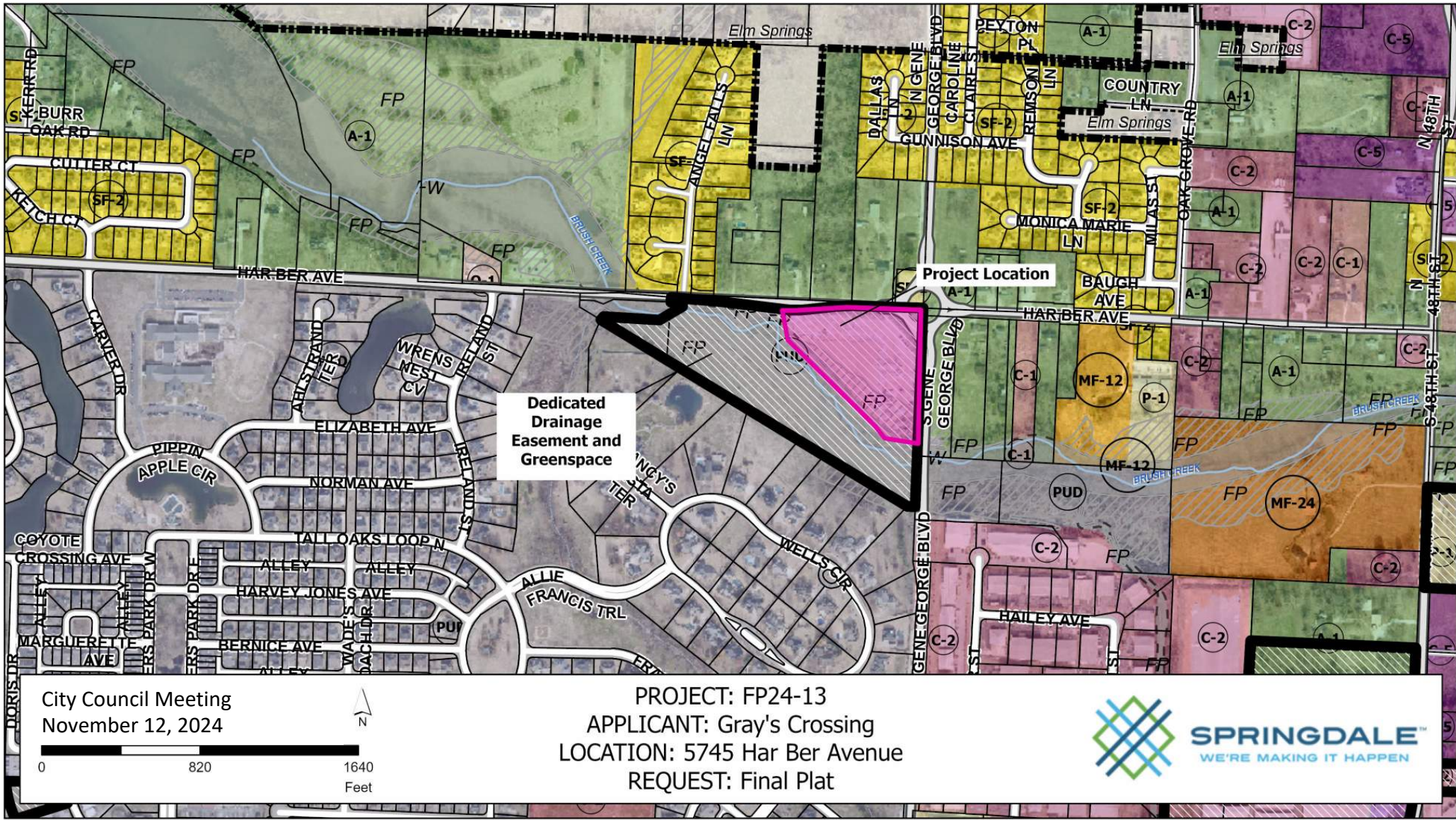
FP24-13
PLAT CODE: 300-18N-30W-0-32-300-78-1156

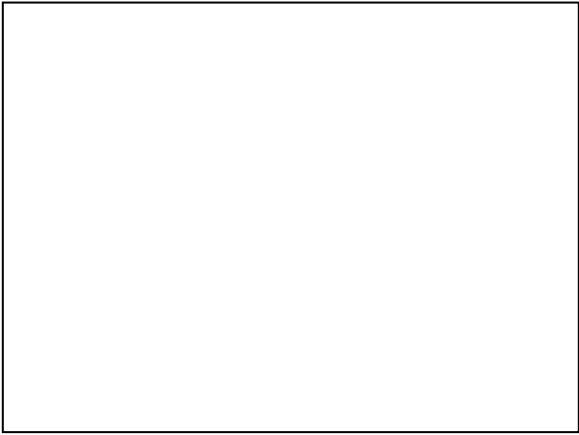


City Council Meeting
November 12, 2024

PROJECT: FP24-13
APPLICANT: Gray's Crossing
LOCATION: 5745 Har Ber Avenue
REQUEST: Final Plat







ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-47) CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of November 5, 2024, for hearing the matter of Chancad, LLC a petition requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Thoroughfare Commercial District (C-5):

Layman’s Description: 552 S. 48th Street

Legal Description:

TRACT 2 OF AN INFORMAL PLAT FILED FOR RECORD IN/AS FILE NO. 024A-00000399 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING A PART OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 4, SAID POINT BEING A COTTON PICKER SPINDLE; THENCE ALONG THE NORTH LINE OF SAID SECTION 4, N87°56'44”W A DISTANCE OF 36.53 FEET TO AN IRON PIN WITH CAP “MCO AR PLS 648” ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 48TH STREET;

THENCE LEAVING SAID NORTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°59'06"W A DISTANCE OF 319.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 1/2 INCH REBAR WITH CAP "MCOAR"; THENCE CONTINUING S01°59'06"W A DISTANCE OF 325.83 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, N87°54'00"W A DISTANCE OF 693.76 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE N02°07'19"E A DISTANCE OF 30.00 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE N87°53'58"W A DISTANCE OF 165.74 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE N02°07'50"E A DISTANCE OF 295.31 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE S87°56'04"E A DISTANCE OF 858.68 FEET TO THE POINT OF BEGINNING, CONTAINING 6.307 ACRES (274,723 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R24-47) from Agricultural District (A-1) to Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended by rezoning the above described tract of real estate as follows:

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

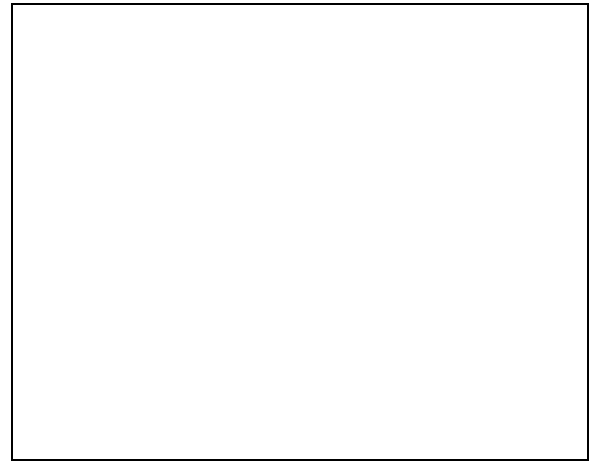
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE FINAL PLAT (FP24-14) OF
SOUTH 48TH STREET SUBDIVISION, TO THE CITY OF SPRINGDALE,
ARKANSAS, AND DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

TRACT 2 OF AN INFORMAL PLAT FILED FOR RECORD IN/AS FILE NO. 024A-00000399 OF THE RECORDS OF WASHINGTON COUNTY, ARKANSAS, AND BEING A PART OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION FOUR (4), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 4, SAID POINT BEING A COTTON PICKER SPINDLE; THENCE ALONG THE NORTH LINE OF SAID SECTION 4, N87°56'44"W A DISTANCE OF 36.53 FEET TO AN IRON PIN WITH CAP "MCO AR PLS 648" ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 48TH STREET; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S01°59'06"W A DISTANCE OF 319.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 1/2 INCH REBAR WITH CAP "MCOAR"; THENCE CONTINUING S01°59'06"W A DISTANCE OF 325.83 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, N87°54'00"W A DISTANCE OF 693.76 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE N02°07'19"E A DISTANCE OF 30.00 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE N87°53'58"W A DISTANCE OF 165.74 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE N02°07'50"E A DISTANCE OF 295.31 FEET TO A 1/2 INCH REBAR WITH CAP "MCOAR 648"; THENCE S87°56'04"E A DISTANCE OF 858.68 FEET TO THE POINT OF BEGINNING, CONTAINING 6.307 ACRES (274,723 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the plat as presented by petitioner, and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said plat and join with the said petitioner in petitioning the City Council to accept the said plat (FP24-14) of South 48th Street Subdivision to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the final plat (FP24-14) of South 48th Street Subdivision, as shown on the plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 09/20/24



PUBLIC HEARING SIGN LOCATION



City Council Meeting
November 12, 2024



0 400 800
Feet

PROJECT: R24-47 & FP24-14
APPLICANT: Chancad, LLC
LOCATION: 552 S. 48th Street
REQUEST: Rezoning from A-1 to C-5
Final Plat



SPRINGDALE
WE'RE MAKING IT HAPPEN

§

25

 Δ

REQUEST: Rezoning from A-1 to C-5



§

SKYLER ST

HAILEY AVE

MADISON ST
MADISON ST

BLEAUX AVE

 Δ

0 400 800
Feet

SPRINGDALE™
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W24-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO 1100 E. HUNTSVILLE ROAD, IN CONNECTION WITH N24-25, A NON-LARGE SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W24-25) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W24-25) of street improvements to E. Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 1100 E. Huntsville Avenue Parking Lot Expansion, N24-25, a non-large scale development, and the Planning Commission recommends denial of the waiver request.

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

Option 1: Grants a waiver of street improvements to E. Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N24-25, a non-large scale development.

Option 2: Denies a waiver of street improvements to E. Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N24-25, a non-large scale development.

Option 3: Approves payment in lieu of improvements to E. Huntsville Avenue in connection with N24-25, a non-large scale development, 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. Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights to be built in connection with N24-25, a non-large scale development.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

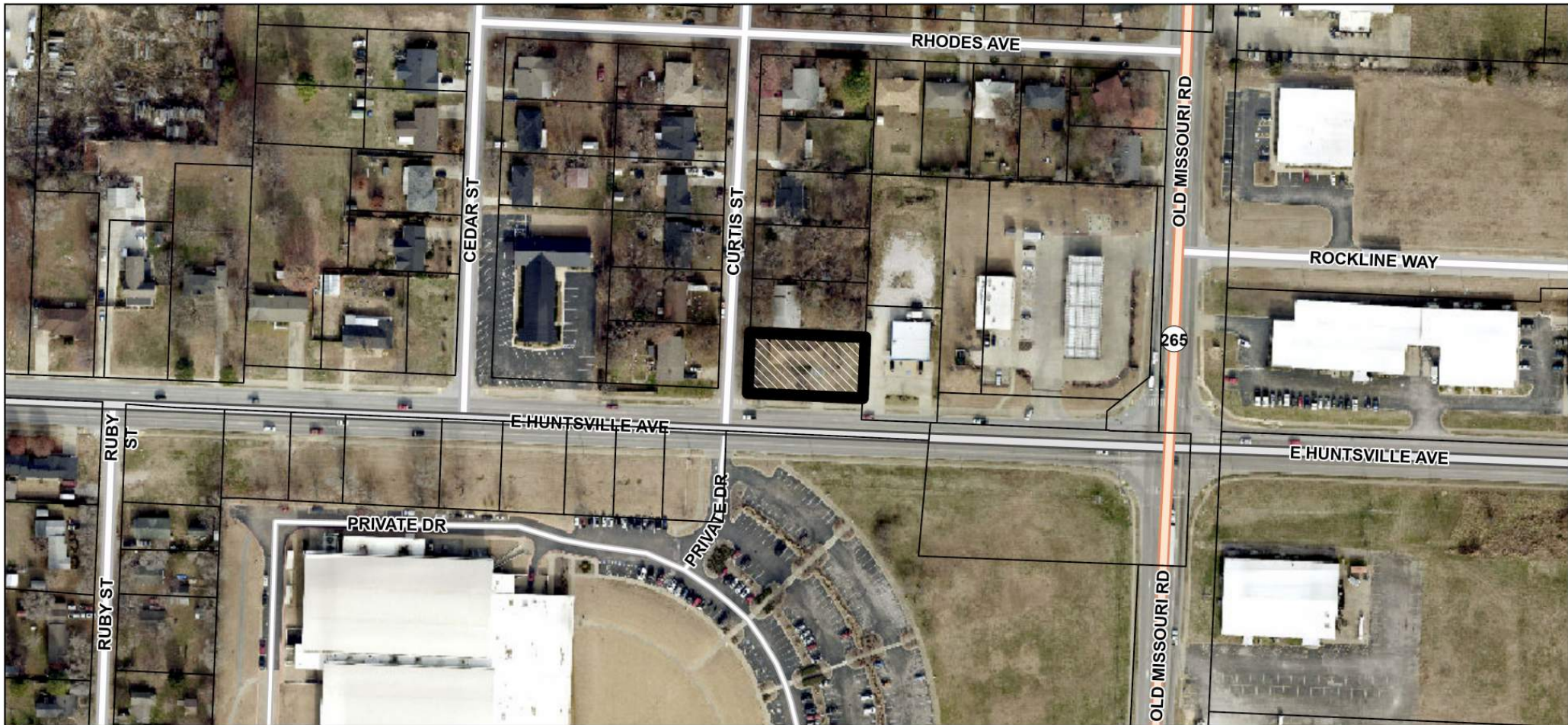
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



City Council Meeting
November 12, 2024



PROJECT: W24-25
APPLICANT: 1100 Huntsville Parking Lot Expansion
LOCATION: 1100 E. Huntsville Avenue
REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
TWO SNOW PLOWS FOR THE PUBLIC WORKS
DEPARTMENT; TO WAIVE COMPETITIVE BIDDING;
AND FOR OTHER PURPOSES**

WHEREAS, in 2022, Council approved the purchase of two (2) snow plows (Resolution No. 134-22) for the Springdale Public Works Department, and

WHEREAS, the snow plows were ordered but never received, resulting in a full refund being issued back to the city, and

WHEREAS, this Resolution shall override the Resolution from November 2022 (Resolution No. 134-22), and

WHEREAS, the Public Works Department is in need of two (2) new snow plows to adequately clear City streets in a winter weather event;

WHEREAS, Public Works has requested to repurchase two (2) new snow plows that are available on the Arkansas buy board which allows the governing body to waive competitive bidding, in an amount not to exceed \$493,500.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS that due to the complexities and unique nature of this kind of equipment competitive bidding is not deemed feasible or practical in the purchase of snow plows and therefore competitive bidding is hereby waived, and the Mayor is hereby authorized to execute any contracts related to the purchase of two (2) snow plows from Ozark Kenworth, LLC, in an amount not to exceed \$493,500.00, to be paid for out of the Unrestricted General Fund.

PASSED AND APPROVED this _____ day of November, 2024

Doug Sprouse, Mayor

ATTEST:

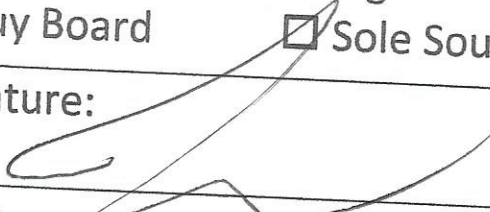
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



DEPARTMENT FUNDING REQUEST

Department: <u>Public Works</u>		Date: <u>10-28-2024</u>
Point of Contact:	Amount Requested: <u>\$ 493,495.82</u>	
Date to be Presented to Committee: <u>11 / 04 / 20 24</u>		
Brief Description of Funding Request: <u>We got \$401,778. back from 2022 order</u>		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES ☐	NO ☐	
\$0 - \$34,999 No Council approval needed	☐ \$0 - \$4,999	
Request to waive bidding? ☒ Buy Board ☒ Sole Source	☐ \$5,000 - \$34,999 Requires 3 Quotes	
Signature: 	☐ \$35,000+ Requires Bid	
Please attach supplemental information	Request to waive bidding? ☐ Buy Board ☐ Sole Source	



OZARK KENWORTH, LLC ("Dealer")

doing business as: MHC KENWORTH/VOLVO - SPRINGDALE

NEW TRUCK ORDER

SPRINGDALE, AR 72762
4678 N 45TH ST
1-479-756-1200

PURCHASER			ADDRESS				
Springdale Public Works Department			269 W Randall Wobbe Ln				
BUSINESS PHONE	OTHER PHONE		CITY	STATE	ZIP CODE	COUNTY	DATE
479-750-8135			Springdale	AR	72764-1802	WASHINGTON	09/12/2024
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON	
2	2025	KW	T380			CORY HUDSON	
STOCK NUMBER		COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
			12/09/2024			Cash	
SERIAL NUMBERS							
PRICE OF VEHICLE(s) INCLUDING FET						\$493,495.82	

Price based on cash payment within 10 days of chassis arrival to MHC or body company or a \$50.00 per day delayed funding fee will be applied to cover extended flooring cost.

Sourcewell Contract # 032924-KTC

Thank you for your business.

TRADE TERMS AGREEMENT APPLICABLE ☐ YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT				
YEAR	MAKE	MODEL	SUBTOTAL	\$493,495.82
			BUSINESS TAX	
SERIAL NUMBER			SALES TAX	
			LOCAL TAX	
BALANCE OWED TO			TRADE DIFFERENCE	
			REGISTRATION FEES	
			TOTAL DELIVERED PRICE	\$493,495.82
			LESS: TRADE-IN ALLOWANCE	
			LESS: BALANCE OWED ON TRADE-IN	
			TRADE-IN EQUITY	
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery \$493,495.82	
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			READ ALL PAGES OF THIS ORDER	
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.	
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.	
			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.	
			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.	
			ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.	

**THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT**

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) :	DATE	ACCEPTED BY DEALER	DATE

(27-284478-454699)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials _____

MHCUD1795000

Page 34

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF TRUCK ORDER

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. 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.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.

Henderson

MUNIBODY®



*The
Dependable
Ones*

HYBRID SPREADER / DUMP BODY SYSTEM

Page 36



MUNIBODY[®] FF

HEAVY-DUTY COMBINATION BODY

Patent # 14/993,824

The flat floor MUNIBODY[®] is the champ when you're looking for maximum hauling capacity. This versatile body delivers the lowest center of gravity in the combination body class, is a year round work horse and is designed for use with class 6-8 chassis. The flat floor MUNIBODY[®] successfully bridges the gap between dump and combination bodies. Ask about our Hi-Tech Wedge Tank™ option for liquid application capabilities: anti-ice, slurry, pre-wet and precision cast.

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
10' to 16'	36", 44" or 52"	52" or 60"	48", 56" or 62"	7.9/10.6 to 18.4/22.6	72" to 156" CA/CT

LIQUID CAPABILITIES

10' BODY LENGTH 520 GAL. MAX

16' BODY LENGTH 900 GAL. MAX

**ANTI-ICE
SLURRY
PRE-WET**



MUNIBODY[®] 22°

HEAVY-DUTY COMBINATION BODY

The MUNIBODY[®] 22° is quite possibly the most well-rounded combination body on the market. It offers high capacity hauling, self-cleaning design, has a very low center of gravity and easily handles a wide range of material. Designed for use with class 7-8 chassis, this model is perfect for most common municipal tasks. Be sure to inquire about adding liquid and precision cast capabilities.

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
10' to 12'	36"	60"	48"	6.1/8.7 to 7.5/10.7	84" to 108" CA
12' to 17'	36"	60"	48"	8.3/11.7 to 11.2/15.7	108" to 156" CT

LIQUID CAPABILITIES

10' BODY LENGTH 150 GAL. MAX

17' BODY LENGTH 300 GAL. MAX

**ANTI-ICE
SLURRY
PRE-WET**



MUNIBODY[®] 35°

HEAVY-DUTY COMBINATION BODY

The MUNIBODY[®] 35° was specifically designed for optimal handling of sticky or wet material. It too maintains a low center of gravity, offers ample hauling capacity, is self-cleaning, handles a wide variety of material and works with class 7-8 chassis. If you work with stubborn materials on a regular basis, look no further. The MUNIBODY[®] 35° design also provides added space for increased liquid capacity. Be sure to inquire about adding liquid and precision cast capabilities.

LENGTH	HEIGHTS (.in)			CAPACITY (cu. yd.) Sides/Ends	TRUCK CHASSIS
	Sides	Head	Tailgate		
10' to 12'	36"	60"	48"	5.4/8.0 to 6.6/9.7	84" to 108" CA
12' to 17'	36"	60"	48"	7.2/10.6 to 9.6/14.2	108" to 156" CT

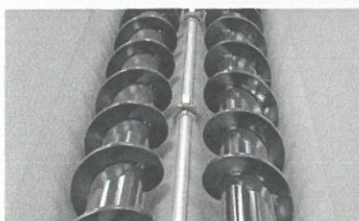
LIQUID CAPABILITIES

10' BODY LENGTH 230 GAL. MAX

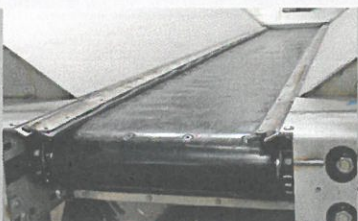
17' BODY LENGTH 460 GAL. MAX

**ANTI-ICE
SLURRY
PRE-WET**

CONVEYOR OPTIONS



DUAL AUGER



BELT-OVER-CHAIN



CHAIN
STANDARD

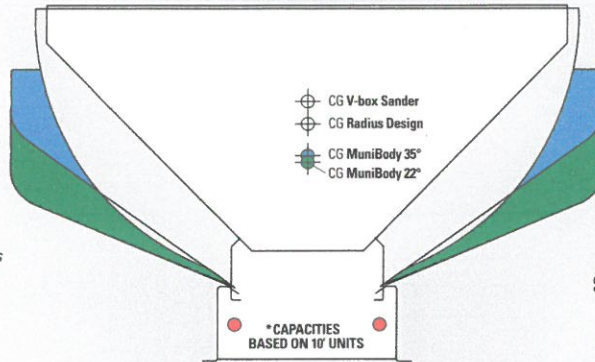


CHAIN
BAR EVERY LINK

22° & 35° MULTI-PURPOSE BODY COMPARISON

Center of Gravity

- V-box Sander
Capacity: 5.6 cy struck*
- Radius Design
Capacity: 7.25/8.65 cy struck*
- Henderson MuniBody 35°
Capacity: 6.0/8.8 cy struck*
- Henderson MuniBody 22°
Capacity: 6.8/9.7 cy struck*
- Henderson Exclusive
Full-length, heavy-duty boxed construction and interior side beams increase the strength & integrity of the 22° and 35° MuniBody sides.



MUNIBODY 22°

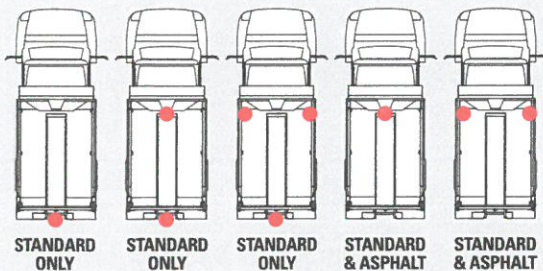
MUNIBODY 35°

MUNIBODY 22° & 35° DIMENSIONS & CAPACITY CHART

LENGTH	TRUCK CHASSIS	INSIDE WIDTH	SIDE HEIGHT	HEADSHEET	TAILGATE	22° CAPACITY SIDES/ENDS (cu. yd.)	35° CAPACITY SIDES/ENDS (cu. yd.)	HOIST (single acting) TYPE	CLASS (NTEA)
9/10' *	84" CA	95-5/8"	36"	60"	48"	6.1/8.7	5.4/8.0	CS-90-4-3	40
10'	84" CA	95-5/8"	36"	60"	48"	6.8/9.7	6.0/8.8	CS-90-4-3	40
10/11' *	96" CA	95-5/8"	36"	60"	48"	6.8/9.7	6.0/8.8	CS-90-4-3	40
11'	96" CA	95-5/8"	36"	60"	48"	7.5/10.7	6.6/9.7	CS-90-4-3	40
11/12' *	108" CA	95-5/8"	36"	60"	48"	7.5/10.7	6.6/9.7	CS-110-5-3	70
12'	108" CA	95-5/8"	36"	60"	48"	8.3/11.7	7.2/10.6	CS-110-5-3	70
12/13' *	108" CT	95-5/8"	36"	60"	48"	8.3/11.7	7.2/10.6	CS-110-5-3	70
13'	108" CT	95-5/8"	36"	60"	48"	9.0/12.7	7.8/11.5	CS-110-5-3	70
13/14' *	120" CT	95-5/8"	36"	60"	48"	9.0/12.7	7.8/11.5	CS-130-6-3	70
14'	120" CT	95-5/8"	36"	60"	48"	9.7/13.7	8.4/12.4	CS-130-6-3	70
14/15' *	132" CT	95-5/8"	36"	60"	48"	9.7/13.7	8.4/12.4	CS-130-6-3	70
15'	132" CT	95-5/8"	36"	60"	48"	10.4/14.7	9.0/13.3	CS-130-6-3	70
15/16' *	144" CT	95-5/8"	36"	60"	48"	10.4/14.7	9.0/13.3	CS-150-6-4	80
16'	144" CT	95-5/8"	36"	60"	48"	11.2/15.7	9.6/14.2	CS-150-6-4	80
16/17' *	156" CT	95-5/8"	36"	60"	48"	11.2/15.7	9.6/14.2	CS-150-6-4	80

NOTE: * indicates external doghouse, installations require an extra 12" of frame rail and may alter CA/CT requirements. Optional 6" or 12" weld-in sides are available for added capacity.

MATERIAL DISCHARGE OPTIONS



TOP VIEW OF TRUCK

Select from three distribution points or in combination

MUNIBODY 22° & 35° ASPHALT REAR OPTION



SIDEBOARD POCKETS
SELF-CLEANING TOP RAILS

FOLD-UP SIDE LADDER
OPTIONAL

LIQUID TANKS
OPTIONAL

PLATFORM FENDERS
OPTIONAL

FULL-DEPTH
REAR CORNER POSTS

CAB SHIELD
OPTIONAL



**TAPERED
TAILGATE**
OPTIONAL



TELESCOPIC HOIST

Trunnion-mounted telescopic hoist has nitrided cylinder rod for extended wear.
(No doghouse.)

FULL-WIDTH CRADLE ASSEMBLY

Cleans up the installation of the hoist, hydraulic reservoir and valve enclosure.
(Not available with internal doghouse option.)



FRONT FEED GATE LEVER

Quick-pin adjustable for positive, precise material flow. Easily accessible from driver's side.



REAR HINGE ASSEMBLY

Constructed of 6" x 8" x 1/2" structural angle to reduce twisting. Stainless steel 2" pins connect through 2-1/2" hinge blocks with greaseless composite bushings.
(Greaseable pins optional.)



**BOLT-ON
OR
WELDED-ON
REAR APRON**



BERM CHUTE

Capable of delivering material to driver's side or passenger's side for shouldering.



FRONT CROSS-CONVEYOR

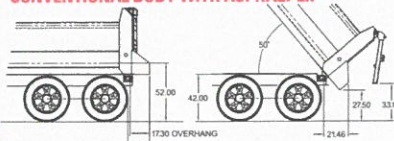
Delivers material to the driver's and/or passenger's side for distribution onto the road.



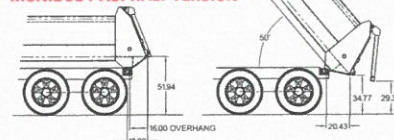
Upgrade to
DIRECTCAST™
Precision cast with in-cab on-the-go directional control.



CONVENTIONAL BODY WITH ASPHALT LIP



MUNIBODY ASPHALT VERSION



At a 50° dump angle, a MUNIBODY® with the optional asphalt rear end improves ground clearance by 8"-10" over conventional asphalt lips. In addition, this design nearly doubles the body's reach into a paver's hopper.

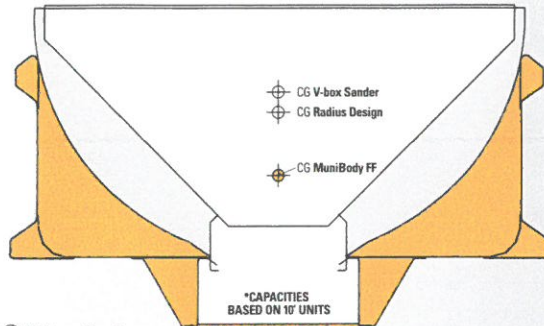
- Eliminates conventional asphalt lips and their mess.
- Easily clears most pavers and seal coat lay down machines at full dump angle.
- Pull way from paver without the need to lower the body.
- Sloped tailgate quickly and easily pinches off partial loads.
- Tailgate uses an elevated and positive latch mechanism.

MUNIBODY[®]FF

Patent # 14/993,824

FLAT FLOOR MULTI-PURPOSE BODY COMPARISON

Center of Gravity



- V-box Sander
Capacity: 5.6 cy truck*
- Radius Design
Capacity: 7.25/8.65 cy truck*
- Henderson MuniBody FF
Capacity: 7.86/9.66 cy truck*

BUILD YOUR OWN

Choose a Side/Brace Configuration

- Smooth Side
- V-Crimp
- Weld-on Horizontal Brace

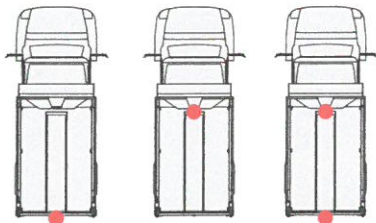
Choose a Side Profile

- Straight Sides
- Sloped Sides

Choose a Rear Tailgate Configuration

- Straight Tailgate
- High Lift Tailgate

MATERIAL DISCHARGE OPTIONS



TOP VIEW OF TRUCK

Select from two distribution points or in combination



SUMMER GATE INSERT



WINTER GATE INSERT

HIGH LIFT
TAILGATE
OPTIONAL



FLAT FLOOR MUNIBODY DIMENSIONS & CAPACITY CHART

LENGTH	TRUCK CHASSIS	INSIDE WIDTH	HEIGHTS (in.)			CAPACITY SIDES/ENDS (cu. yd.)	HOIST	
			SIDES	HEAD	TAILGATE		TYPE	CLASS (NTEA)
10'	72" CA	86"	36" 44"	52"	48" 56"	7.9/10.6 9.6/12.3	CS-90-4-3	40
10/11' *	84" CA	86"	36" 44"	52"	48" 56"	8.0/10.7 9.7/12.4	CS-90-4-3	40
11'	84" CA	86"	36" 44"	52"	48" 56"	8.9/11.8 10.9/13.8	CS-90-4-3	40
11/12' *	96" CA	86"	36" 44"	60"	48" 56"	9.0/11.9 11.0/13.9	CS-110-5-3	70
12'	96" CA	86"	36" 44" 52"	60"	48" 56" 64"	9.5/12.7 11.6/14.8 13.7/16.9	CS-110-5-3	70
12/13' *	108" CA	86"	36" 44" 52"	60"	48" 56" 64"	9.6/12.8 11.7/14.9 13.8/17.0	CS-120-5-3	70
13'	108" CT	86"	36" 44" 52"	60"	48" 56" 64"	10.3/13.8 12.6/16.1 14.9/18.4	CS-120-5-3	70
13/14' *	120" CT	86"	36" 44" 52"	60"	48" 56" 64"	10.4/13.9 12.7/16.2 15.0/18.5	CS-130-5-3	70
14'	120" CT	86"	36" 44" 52"	60"	48" 56" 64"	11.0/14.7 13.5/17.2 16.0/19.7	CS-130-5-3	70
14/15' *	132" CT	86"	36" 44" 52"	60"	48" 56" 64"	11.1/14.8 13.6/17.3 16.1/19.8	CS-140-5-3	70
15'	132" CT	86"	36" 44" 52"	60"	48" 56" 64"	11.9/15.9 14.5/18.5 17.2/21.2	CS-140-5-3	70
15/16' *	144" CT	86"	36" 44" 52"	60"	48" 56" 64"	12.0/16.0 14.6/18.6 17.3/21.3	CS-150-6-4	80
16'	144" CT	86"	36" 44" 52"	60"	48" 56" 64"	12.6/16.8 15.5/19.7 18.3/22.5	CS-150-6-4	80
16/17' *	156" CT	86"	36" 44" 52"	60"	48" 56" 64"	12.7/16.9 15.6/19.8 18.4/22.6	CS-150-6-4	80

NOTE: * indicates external doghouse, installations require an extra 12" of frame rail and may alter CA/CT requirements.



Upgrade to

HI-TECH WEDGE TANKS™ LIQUID APPLICATION SYSTEM

The Hi-Tech Wedge Tank System provides the flat floor MUNIBODY® with liquid application (anti-ice, slurry or pre-wet) and precision cast (Direct Cast) capabilities.



Anti-ice coverage up to 3 lanes.

MUNIBODY® OPTIONS	FF Patent # 14/993,824	22°	35°
CONSTRUCTION <i>Mild steel, stainless steel, AR400 or mix</i>	■	■	■
FLOOR CONSTRUCTION <i>AR400 or stainless steel</i>	■	■	■
CONVEYOR COVER - Mild steel or stainless steel	■	■	■
HOIST - Single or double-acting	■	■	■
DOGHOUSE - Internal or external	■	■	■
CONVEYOR SYSTEM <i>Chain (standard or bar every link), belt-over-chain or dual auger</i>	Chain or Belt-Over-Chain	■	■
FRONT CROSS-CONVEYOR <i>14" chain or 20" belt-over-chain</i>		■	■
CONVEYOR OILING SYSTEM	■	■	■
FULL-WIDTH CRADLE ASSEMBLY <i>Clean mounting of hoist, hydraulic reservoir and valve enclosure (not available with internal doghouse)</i>	■	■	■
CAB SHIELD	Width: 78", 86" or 90" Extension: 16", 22", 30" or 40"	Width: 78" or 84" Extension: 16", 22", 32" or 40"	Width: 78" or 84" Extension: 16", 22", 32" or 40"
SIDE WALL BRACING	Smooth, V-crimp or Weld-on		
STEEL SIDEBARDS - Straight or sloped	■	■	■
SLOPED SIDES	■	■	■
LIQUID TANK(S)		■	■
HI-TECH WEDGE TANK SYSTEM	■		
ANTI-ICE SPRAY BAR <i>Coverage up to 3 lanes</i>	Available on Hi-Tech Wedge Tank System	■	■
INTERNAL SLURRY SPRAY BAR <i>Available with dual auger conveyor only</i>	■	■	■
ASPHALT REAR END <i>Front discharge only (NOT available with dual auger conveyor)</i>		■	■
TOOLBOX	■	■	■
FENDERS - Dirt shedding or platform		■	■
TOP GRATE SCREENS - Optional or standard with dual auger conveyor	■	■	■
FOLD-UP SIDE LADDER	■	■	■
LIGHTING	■	■	■
TAILGATE - Standard or high lift	■	■	■
BERM CHUTE	■	■	■
BASIC SPINNER ASSEMBLY <i>Poly or stainless steel</i>	■	■	■
DIRECT CAST - Spinner assembly upgrade	■	■	■

*NOTE: The above chart covers a majority of the available options when personalizing your MUNIBODY®

© Henderson Products, Inc., A division of Douglas Dynamics, L.L.C., reserves the right in pursuit of continuous product improvement to change specifications used herein.
As a **custom manufacturer** of truck bodies, truck equipment and brine systems, additional product options may be available that are not shown here.



1085 S. Third Street, Manchester, IA 52057
Toll Free: (800) 359-4970
www.HendersonProducts.com

Sourcewell 
CONTRACT: 080818-HPI

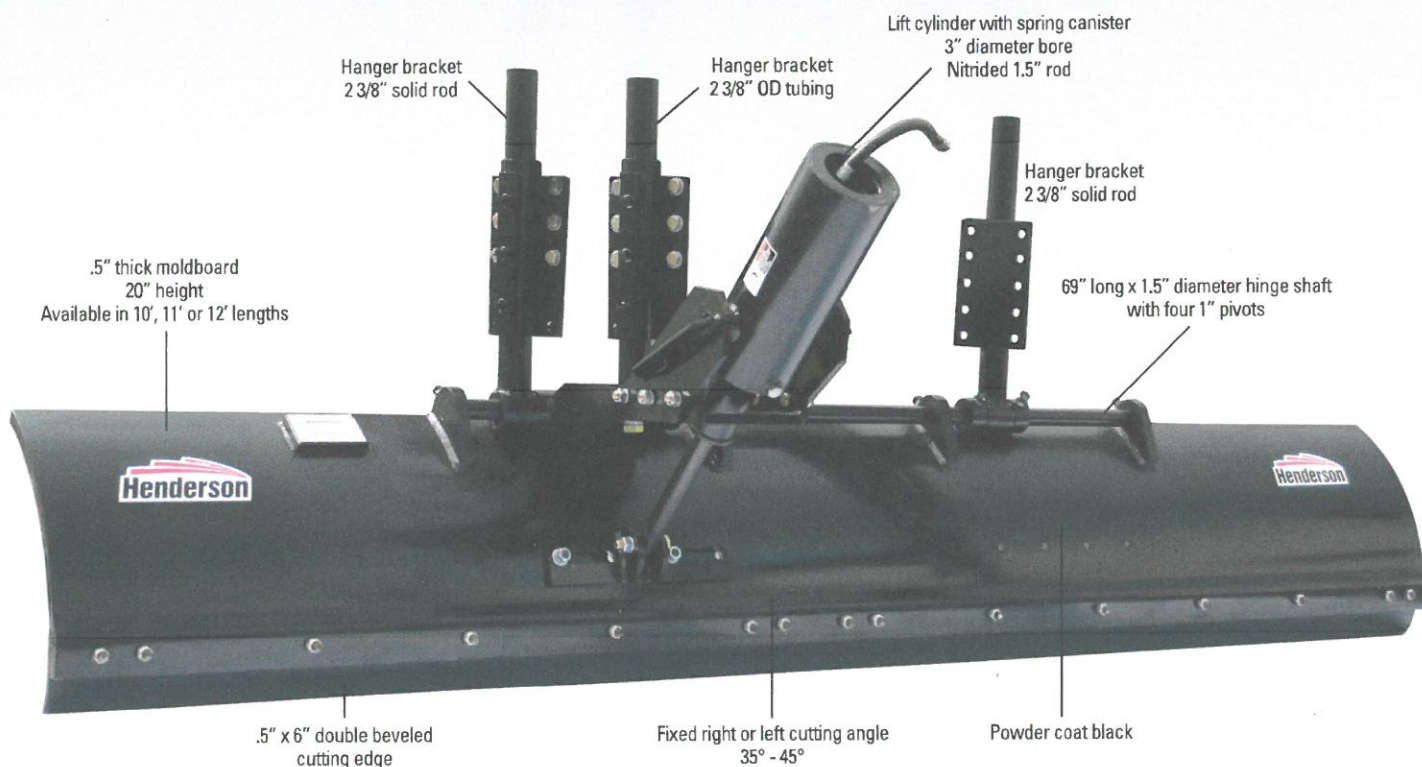


Henderson®

UBS FIXED-ANGLE FIXED-ANGLE UNDERBODY SCRAPER

A Road Maintenance Solution the Works All Year

This rugged, fixed angle underbody scraper is designed to remove snow and ice at high speeds under the toughest conditions imaginable. Easy installation/removal and single lever operation, makes for ease of use. Then by removing unnecessary parts and simplifying the hydraulics, this Snoefoe Fixed Angle Underbody Scraper is priced to fit within your budget.



FIXED-ANGLE UNDERBODY SCRAPER

	HFA-UBS 10'	HFA-UBS 11'	HFA-UBS 12'
MOLDBOARD LENGTH	10"	11"	12"
OVERALL HEIGHT	20"	20"	20"
CUTTING WIDTH @ 45° ANGLE	84"	93"	102"
MOLDBOARD THICKNESS	1/2"	1/2"	1/2"

OPTIONS

- Relief valve for down pressure
- Wrap Around Curb Guard
- 5/8" x 8" Curved Cutting Edge
- 3/4" x 6" Curved Carbide Cutting Edge
- Double lift canisters
- 1" thick moldboard

COMPLETE MUNICIPAL SNOW & ICE CONTROL SOLUTIONS

PLOWS • WINGS • UNDERBODY SCRAPERS • SAND & SALT SPREADERS • STANDARD & PRECISION SPINNERS • DUMP BODIES • COMBINATION (MUNICIPAL) BODIES
BRINE PRODUCTION & MANAGEMENT SYSTEMS • ANTI-ICE SYSTEMS • PRE-WET SYSTEMS • SLURRY SYSTEMS • COMPLETE TURNKEY PACKAGES



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Sourcewell
Formerly NJPA



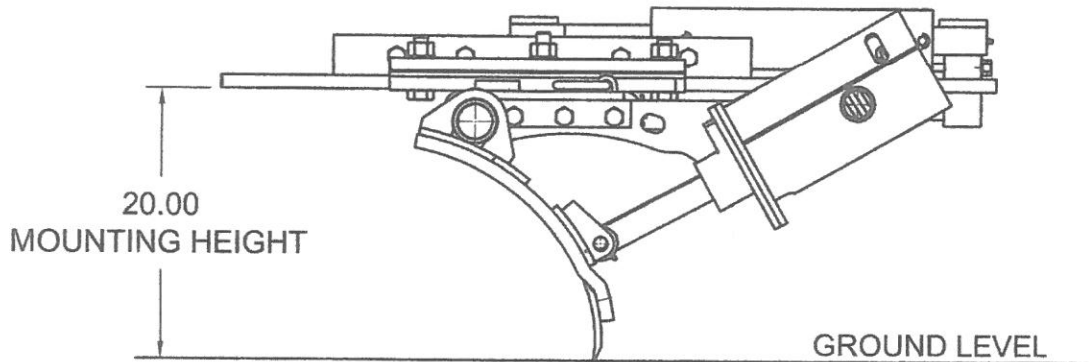
CONTRACT: 080818-HP Page 42

11/18

UNDERBODY SCRAPER INSTALLATION

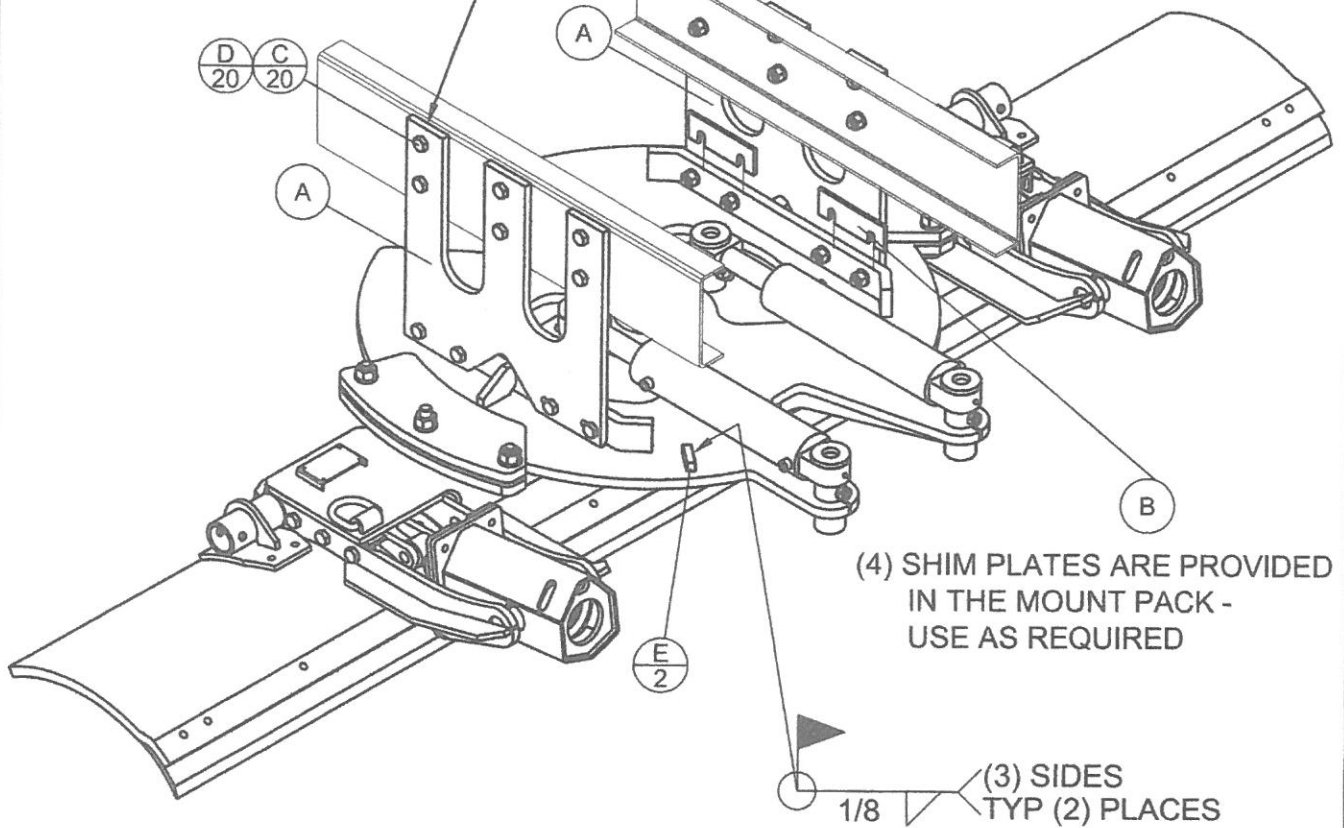
BILL OF MATERIALS

ITEM	QTY.	PART NO.	DESCRIPTION
A	2	87275	PLATE, MOUNTING, UBS
B	4	87302	SHIM, MOUNT PLATE, UBS
C	20	83130	3/4" NC HEX BOLT, GRADE 8
D	20	83304	3/4"-10NC GRADE 8 TOP LOCK NUT
E	2	62220	STOP, REAR



MOUNT PLATES :
TRIM EXCESS AS REQUIRED

TRUCK FRAME :
REFER TO TRUCK
MANUFACTURERS SPECIFICATIONS
PRIOR TO DRILLING FRAME FOR
SCRAPER ATTACHMENT



INSTALLATION INSTRUCTIONS – SINGLE CYLINDER



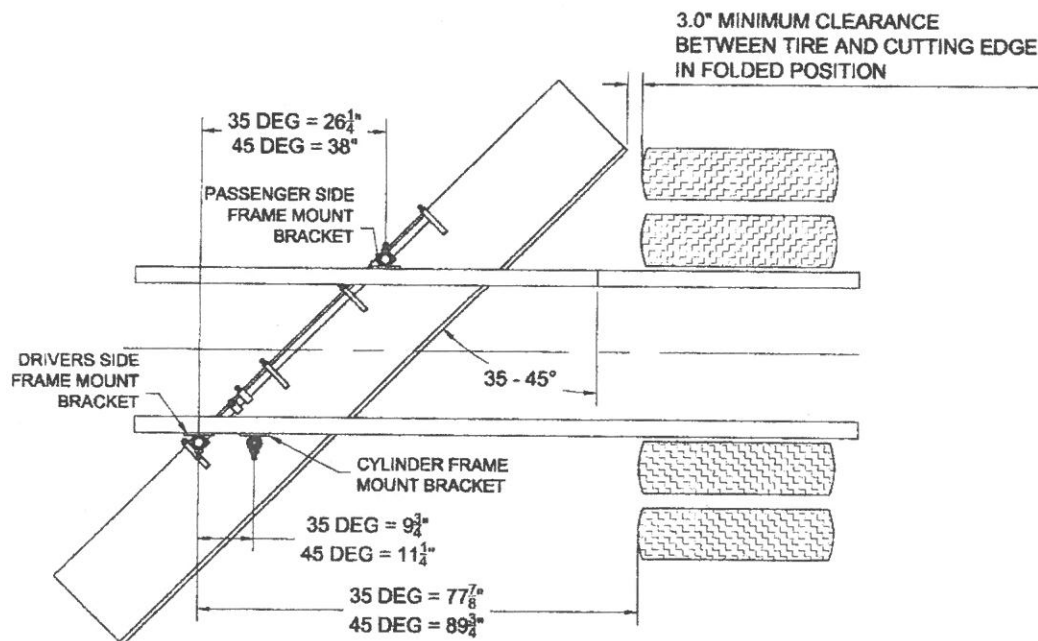
NOTICE: This “Safety” symbol is a reminder to follow all safety messages and precautions involved when installing or operating the Underbody Scraper-Fixed Angle. It means to be **CAREFUL, ALERT** and **SAFETY CONSCIOUS!**

1. Slide hanger legs and the main bracket assembly onto moldboard's hinge shaft with collars, as shown on page 4-3. Do not torque.
2. Place moldboard at 35° - 45° angle under vehicle as shown below. Check end of cutting edge to be sure it discharge beyond rear tire.
3. Place driver's side frame mount bracket on truck frame and drill (6) mounting holes through frame. Secure frame mount bracket with (6) bolts, lock nuts, and washers. (5/8-11 x 2 1/2" Grade 8) Apply rust inhibitor or paint to any drilled holes.
4. With moldboard in retracted position, place into desired location, maintaining minimum clearance to rear tires of 3" as shown below. Place passenger side frame mount bracket on frame and drill (6) holes through frame. Secure with (6) bolts, lock nuts and washers. (5/8-11 x 2 1/2" Grade 8)



Stay clear of area beneath moldboard while hoisting it to underside of truck frame.

5. Place cylinder frame mount bracket on truck frame and drill (6) holes through frame. Secure frame bracket with (6) bolts, lock nuts and washers. (5/8-11 x 2 1/2" Grade 8)

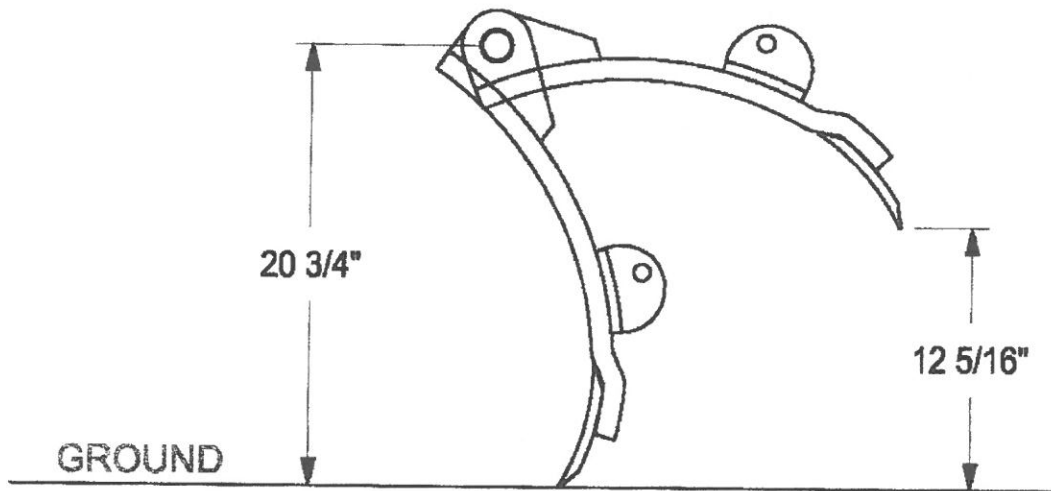


12' SCRAPER SHOWN

6. Attach the cylinder leg tube weldment to the cylinder support bracket by installing the bolt and lock washer through bottom of cylinder support bracket. **Note:** The 1" washer must be tack welded to the bottom of the cylinder support bracket when it is lined up to prevent the washer from slipping.
7. With moldboard in retracted position, slide support legs and cylinder leg into tube of mounted frame brackets. Raise moldboard so that the center of hinge shaft is $20 \frac{3}{4}$ " off ground and the cutting edge is approximately $12 \frac{5}{16}$ " off ground. Verify 3" clearance between tire and cutting edge.



Stay clear of area beneath and near moldboard assembly while performing these operation tests. Use caution!



8. After finalizing positions of all collars and brackets, tighten all bolts and set screws. Remove three set screws from frame mount brackets and counter-sink $\frac{1}{2}$ " hole in cylinder leg tubes, then replace. Anchor canister assembly to moldboard.
9. Connect hoses to the cylinder.

Operate all scraper functions and check for oil leaks.



Stay clear of area beneath and near moldboard assembly while performing these operation tests. Use caution!

Caution: After some usage, check all set screws and bolts to be sure they are tight. Do not exceed 1850 PSI for retract hydraulic pressure.

*These mounting instructions are intended as a guide to aid you in the installation of your **Henderson Fixed Angle Scraper**. All dimensions noted in the instructions are approximate and may vary due to: make and model of chassis, tire size, type of suspension, spring deflection, customer preference, and interference caused by immovable attachments such as a transfer case. Ideally, the scraper should be mounted to get full usage of the cutting edge without wearing into the moldboard. **Henderson Manufacturing** assumes no responsibility for improper installation, unless installed at a **Henderson Manufacturing Truck Equipment** location. Mounting location should be discussed by the end-user and the installer prior to installation in order to achieve the best possible installation.*

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM BRANDON ANGLIN AND LACY ANGLIN FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

WHEREAS, the City of Springdale is in need of acquiring lands for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 25), said lands being owned by Brandon Anglin and Lacy Anglin, also known as Washington County Tax Parcel No. 815-29789-235, located at 2861 N. 56th Street, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the acquisition of the Property will result in the displacement of the owner of the Property;

WHEREAS, the City’s estimate of compensation for the acquisition of the Property, as determined by an appraisal, is \$513,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$573,700.00 to acquire the Property, said amount being justified by an Opinion of Market Value obtained by the Property owner, and is recommended by the City’s land acquisition agent for the Project; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$60,700.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the aforementioned parcel of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 25), said lands being owned by Brandon Anglin and Lacy Anglin, for the total sum of \$573,700.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this ____ day of _____, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ADMINISTRATIVE SETTLEMENT MEMO

Date: October 25, 2024
To: Ryan Carr, City of Springdale
From: Jennifer Sloan, CLS Project Manager
Project: Gene George North
Re: Tract No. 815-29789-235 - Brandon & Lacy Anglin
Counteroffer Package

On September 19, 2024, the City made a Total offer of \$513,000 based on the approved appraisal.

The Anglin's have provided a Comparative Market Analysis (attached) from Weichert Realtors which used two of the same comps included in our appraisal along with a third comp that recently sold in September 2024 across the street from the subject tract.

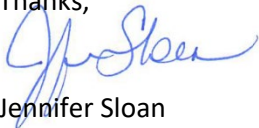
Based on the Market Analysis the Anglin's are requesting compensation for the whole property to be **\$573,700**, which is an increase of \$60,700 or 11.83%.

Additionally, The Anglin's request to be eligible for a mortgage interest rate differential payment calculated using the Federal Highway Administration's calculator, Closing Costs as they would be paid according to URA guidelines, and moving expenses as they would be paid according to URA guidelines.

I believe this administrative adjustment is reasonable and within the city's best interest.

Please contact Jennifer Sloan at 832-858-4663 or Jennifer.sloan@contractlandstaff.com if you have any questions or need additional information.

Thanks,



Jennifer Sloan
CLS Project Manager

October 15, 2024

Mr. & Mrs. Brandon Anglin
2861 North 56th Street
Springdale AR 72762

Re: Market Value
2861 North 56th Street

Dear Mr. & Mrs. Anglin,

Per your request for a comparative market analysis of your home referenced above, I have researched the comparable sales in your area and have reviewed the previous appraisal you received. After careful review of the attached properties, I found these to be the most comparable to yours in recent sales. I did make some adjustments on Comparable 1 for condition, on Comparable 2 for a detached shop, and on Comparable 3 for age factor, condition, and size of detached shop.

Opinion of Market Value

It is my opinion that if we placed your property on the market for sale it should be price at \$573,700 or \$237.38 per foot. Listings in this area have a very short marketing time of less than 40 days from listing to closing on average.

Please let me know if you have any additional questions or comments. I would be happy to assist you in any way I can.

Respectfully submitted,

WEICHERT REALTORS, THE GRIFFIN COMPANY



Brenda Hathorn
Associate Broker

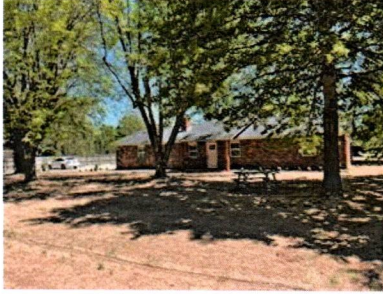
Attachments

Sale	1	2	3
Date of Sale	6/3/2024	5/19/2023	9/17/2024
Sales Price	\$468,000.00	\$483,300.00	\$390,000.00
Land Size	0.91	0.99	1
Dwelling Size	2016	2148	1567
Extra Shop/Garage Size	1056	0	1500
Price/SF	\$232.14	\$225.00	\$249.00

ADJUSTMENT FACTORS

Age Factor	\$0.00	\$0.00	-\$10.00
Condition	-\$5.00	\$0.00	\$5.00
Shop	\$0.00	\$20.00	-\$5.00
Indicagted Price per sq.ft.	\$227.14	\$245.00	\$240.00

Average price per sq.ft. **\$237.38**

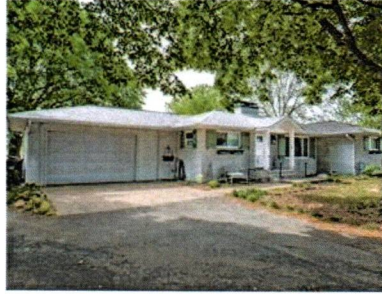


**2815 56th Street
Springdale AR 72762**

ML# 1244860
Subdivision Springdale Outlots
List Price \$483,300
Sold Price \$483,300
Status Sold
SubType House
Heated SqFt 2,148
Apr Yr Built 1983
Bedrooms 3
FB/HB 2 (2/0)
Taxes \$1,831
Monthly Fee
Garage Cap 2
Grg/Carport Garage
Workshop
Lot Dimension
Acres 1.00
Flood Zone
Lot Desc Landscaped
A/C Central
Heat Central
Fireplace/Lvl 1 / Family Room

Roof Architectural Shingle
Foundation Concrete Slab
LP/SqFt \$225.00
SP/SqFt \$225.00
SP/LP Ratio 1.00
Sold Date 05/19/2023
DOM 17
Remarks Pending before listed.

adjusted for no shop.



**2186 N 56th Street
Springdale AR 72762**

1273679
Springdale Outlots
\$468,000
\$468,000
Sold
House
2,016
1972
4
3 (3/0)
\$1,468

1
Garage

1.49
Hardwoods, Level
Central
Central
1 / Wood Burning

Architectural Shingle
Crawl Space
\$232.14
\$232.14
1.00
06/03/2024
35
Welcome to your new home conveniently located only 1.5 miles away from I-49 yet nestled on a 1.49-acre lot with beautiful mature trees. This property offers the perfect blend of convenience and serenity, with schools, shopping, and dining options just a short drive away. This home features 4 bedrooms and 3 full baths, granite counter tops in the

Adjusted for condition



**2920 N 56th Street
Springdale AR 72762 0117**

1283891
None
\$425,000
\$390,000
Sold
House
1,567
2003
3
2 (2/0)
\$1,630

2
Garage
Detached
120 x 363
1.00
No
Cleared, Level, Not In Subdivision, Open
Central, Electric
Central, Gas
0 /

Architectural Shingle
Concrete Slab
\$271.22
\$248.88
0.92
09/17/2024
33
Need a shop? Want to be close to the park, shopping, school? Attractive one owner 3 bedroom, 2 bath, home on 1 acre +/- with 30 x 50 shop with heat and a 10 x 50 lean to for exterior storage and a bar/tv area for your above ground Dough Boy pool with deck. Home features split floor plan, Spacious living area, kitchen includes refrigerator, oversized garage to fit

adjusted for age, condition, shop size.

#	MLS #	Address	Sub Type	 Bd	 Ba	 Ht Sqft	 YB	 Acres	 L\$ Sqft	 List Price	 Sold Price	 S\$ Sqft	 Sold Date	 Sale/List	 DP	 DOM
---	-------	---------	----------	--	--	---	--	---	--	--	--	--	---	---	--	---

Listings: Sold

1	1244860	2815 56th	HOUSE	3	2	2,148	1983	1.00	\$225	\$483,300	\$483,300	\$225	05/19/2023	100.0%	17	17
2	1273679	2186 N 56th	HOUSE	4	3	2,016	1972	1.49	\$232	\$468,000	\$468,000	\$232	06/03/2024	100.0%	27	35
3	1283891	2920 N 56th	HOUSE	3	2	1,567	2003	1.00	\$271	\$425,000	\$390,000	\$249	09/17/2024	91.8%	23	33

Min	3	2	1,567	1972	1.00	\$225	\$425,000	\$390,000	\$225					91.8%	17	17
Max	4	3	2,148	2003	1.49	\$271	\$483,300	\$483,300	\$249					100.0%	27	35
Avg	3	2	1,910	1986	1.16	\$243	\$458,767	\$447,100	\$235					97.3%	22	28
Med	3	2	2,016	1983	1.00	\$232	\$468,000	\$468,000	\$232					100.0%	23	33

3	Total Listings	Avg for all:	3	2	1,910	1986	1.16	\$243	\$458,767	\$447,100	\$235			97.3%	22	28
		Med for all:	3	2	2,016	1983	1.00	\$232	\$468,000	\$468,000	\$232			100.0%	23	33

		Min	Max	Avg	Med
Quick Statistics	List Price	\$425,000	\$483,300	\$458,767	\$468,000
	Sale Price	\$390,000	\$483,300	\$447,100	\$468,000
	Sale / List	91.8%	100.0%	97.3%	100.0%

Search Criteria

MLS Number is one of 1244860, 1273679, 1283891 Property Type is 'Residential'

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION
OF A CONSTRUCTION CONTRACT FOR THE
SPRINGDALE PUBLIC LIBRARY EXPANSION PROJECT

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

WHEREAS, the Library is in need of an expansion and other related improvements, and

WHEREAS, this project is eligible for the use of American Rescue Plan Act (ARPA) funds, and

WHEREAS, Request for Qualifications were submitted by the Evaluation Committee, with Milestone Construction Company, LLC, receiving the top score, and

WHEREAS, the Guaranteed Maximum Price presented by Milestone Construction Company, LLC, is in an amount not to exceed \$1,889,306.00.

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

Section 1. Expenditures for the construction of this project will be paid for out of regular American Rescue Plan Act (ARPA) funds, in an amount not to exceed \$1,889,306.00.

Section 2. The Mayor and City Clerk are hereby authorized to execute a Guaranteed Maximum Price Construction Contract with Milestone Construction Company, LLC, for Springdale Public Library Expansion Project.

PASSED AND APPROVED this 12th day of November, 2024.

ATTEST: _____
Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

AIA® Document A102® – 2017

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

AGREEMENT made as of the Twenty-third day of September in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

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

City of Springdale
201 Spring Street
Springdale, AR 72764
Telephone Number: (479) 750-8800

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

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

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

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

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

Hight-Jackson Associates, P.A., Professional Corporation
P.O. Box 745
Rogers, AR 72756
Telephone Number: (479) 464-4965
Fax Number: (479) 464-8324

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 RELATIONSHIP OF THE PARTIES

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

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

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 4.3 Substantial Completion

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

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

- ☒ Not later than two hundred seventy (270) calendar days from the date of commencement of the Work.
- ☐ By the following date:

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

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

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

ARTICLE 5 CONTRACT SUM

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

§ 5.1.1 The Contractor's Fee:

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

Eighty-Nine Thousand One Hundred Eighty-Seven and no/100's Dollars (\$89,187.00)

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

\$0 - \$10,000	= \$337.50
\$10,001 - \$20,000	= \$787.50
\$20,001 - \$30,000	= \$1,237.50
\$30,001 - \$40,000	= \$1,687.50
\$50,001 - \$60,000	= \$2,587.50

Init.

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

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

§ 5.1.5 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)
1. Undercut and offsite removal of unsuitable soils	CY	\$12.50
2. Import, place and compact select fill	CY	\$20.50
3. Rock Excavation	CY	\$450.00

§ 5.1.6 Liquidated damages, if any:

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

N/A

§ 5.1.7 Other:

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

100% of cost savings will be returned to the Owner

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed one million eight hundred eighty-nine thousand three hundred six and no/100's dollars (\$ 1,889,306.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

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

Item	Price
1. Replace mineral wool wall insulation with 2" thick polyiso "Thermasheath" by Sika or approved alterante	(\$6,279.00)

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

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

Item	Price	Conditions for Acceptance
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§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
1. Finish Hardware Changes	\$5,000

Init.

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User Notes:

2. Building Plaque	\$2,500
3. Vinyl Graphics	\$3,000
4. Special Inspections	\$15,000
5. Light Shelf	\$15,000
6. Building Permit	\$11,528
7. Asphalt Patching/Striping	5,227.00

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

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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

ARTICLE 6 CHANGES IN THE WORK

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

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

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

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

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

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

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

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

§ 7.2 Labor Costs

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

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

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

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

Project Executive - \$105 per hour

Project Manager - \$85 per hour

Project Engineer - \$55 per hour

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

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

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

§ 7.3 Subcontract Costs

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

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

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

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

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

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

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

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

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

Init.

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

§ 7.6 Miscellaneous Costs

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

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

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

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

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

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

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

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

ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

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

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

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

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

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

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

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

ARTICLE 11 ACCOUNTING RECORDS

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

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

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

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

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

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed

progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

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

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

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

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

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

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

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

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

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

.6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

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

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

five Percent (5%)

§ 12.1.8.1.1 The following items are not subject to retainage:

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

Stored Materials

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

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

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

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

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

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

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

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

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

§ 12.2 Final Payment

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

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

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

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

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

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

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

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

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

§ 12.3 Interest

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

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

6.5 % six and one-half percent

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

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

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

§ 13.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

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

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

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

§ 14.1.2 Termination by the Owner for Cause

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

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

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

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

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

Payment shall be made based on the percentage of work complete, materials purchased and stored (that cannot be refused or returned for full credit) plus five percent (5%).

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document

A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

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

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

Anne Gresham
405 S. Pleasant Street
Springdale, AR 72764
Telephone Number: 479-750-8180
Fax Number: 479-750-8182

Email Address: agresham@springdalelibrary.org

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

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

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

§ 15.5 Insurance and Bonds

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

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

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 15.7 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor

Init.

- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
 .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
 .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Attachment "B"		

.6 Specifications

Section	Title	Date	Pages
See Attachment "C"			

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	8/16/2024	8
Addendum #2	8/21/2024	16

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

.8 Other Exhibits:
(Check all boxes that apply.)

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

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

Doug Sprouse, Mayor
(Printed name and title)



CONTRACTOR (Signature)

Mike Davis, Vice President
(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document A102® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:23:00 ET on 10/31/2024.

PAGE 1

AGREEMENT made as of the Twenty-third day of September in the year Two Thousand Twenty-four

...

City of Springdale
201 Spring Street
Springdale, AR 72764
Telephone Number: (479) 750-8800

...

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

...

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

...

Hight-Jackson Associates, P.A., Professional Corporation
P.O. Box 745
Rogers, AR 72756
Telephone Number: (479) 464-4965
Fax Number: (479) 464-8324

PAGE 3

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

...

[☒] Not later than two hundred seventy (270) calendar days from the date of commencement of the Work.

...

Eighty-Nine Thousand One Hundred Eighty-Seven and no/100's Dollars (\$89,187.00)

...

<u>\$0 - \$10,000</u>	<u>= \$337.50</u>
<u>\$10,001 - \$20,000</u>	<u>= \$787.50</u>
<u>\$20,001 - \$30,000</u>	<u>= \$1,237.50</u>
<u>\$30,001 - \$40,000</u>	<u>= \$1,687.50</u>
<u>\$50,001 - \$60,000</u>	<u>= \$2,587.50</u>

PAGE 4

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

...

<u>1. Undercut and offsite removal of</u>	<u>CY</u>	<u>\$12.50</u>
<u>unsuitable soils</u>		
<u>2. Import, place and compact select</u>	<u>CY</u>	<u>\$20.50</u>
<u>fill</u>		
<u>3. Rock Excavation</u>	<u>CY</u>	<u>\$450.00</u>

...

N/A

...

100% of cost savings will be returned to the Owner

...

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed one million eight hundred eighty-nine thousand three hundred six and no/100's dollars (\$ 1,889,306.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

<u>1. Replace mineral wool wall</u>	<u>(\$6,279.00)</u>
<u>insulation with 2" thick polyiso</u>	
<u>"Thermasheath" by Sika or</u>	
<u>approved alterante</u>	

...

<u>1. Finish Hardware Changes</u>	<u>\$5,000</u>
<u>2. Building Plaque</u>	<u>\$2,500</u>
<u>3. Vinyl Graphics</u>	<u>\$3,000</u>
<u>4. Special Inspections</u>	<u>\$15,000</u>
<u>5. Light Shelf</u>	<u>\$15,000</u>
<u>6. Building Permit</u>	<u>\$11,528</u>
<u>7. Asphalt Patching/Striping</u>	<u>5,227.00</u>

PAGE 6

Project Executive - \$105 per hour

Project Manager - \$85 per hour
Project Engineer - \$55 per hour
PAGE 9

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

PAGE 11

five Percent (5%)

...

Stored Materials

...

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

PAGE 12

6.5 % six and one-half percent

PAGE 13

Payment shall be made based on the percentage of work complete, materials purchased and stored (that cannot be refused or returned for full credit) plus five percent (5%).

PAGE 14

Anne Gresham
405 S. Pleasant Street
Springdale, AR 72764
Telephone Number: 479-750-8180
Fax Number: 479-750-8182

Email Address: agresham@springdalelibrary.org

...

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

PAGE 15

See Attachment "B"

...

See Attachment "C"

...

Addendum #1

8/16/2024

8

Doug Sprouse, Mayor

Mike Davis, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sam Hollis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:23:00 ET on 10/31/2024 under Order No. 4104241628 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)
(Title)
(Dated)



Springdale Public Library Addition & Restroom Renovation
GMP Proposal

Scope of Work	Cost
Demolition	32,037.00
Concrete	88,569.00
Polished Concrete	9,702.00
Masonry	160,489.00
Structural Steel Supply	130,339.00
Structural Steel Erection	W/Above
Millwork	70,256.00
Waterproofing	9,909.00
Roofing	59,998.00
Metal Wall Panels / Metal Soffit Panels	21,679.00
Doors, Frames, & Hardware Supply	11,594.00
Door & Hardware Installation	1,400.00
Glass & Glazing	130,657.00
Metal Studs, Drywall, Insulation, & Acoustical Ceilings	131,893.00
Flooring	2,100.00
Epoxy Flooring	20,300.00
Painting	35,641.00
Specialties Supply	19,481.00
Specialties Installation	6,140.00
Window Coverings	14,050.00
Fire Sprinkler System	20,693.00
Plumbing	79,947.00
HVAC	101,138.00
Electrical	201,345.00
Earthwork & Storm Drainage	37,470.00
Termite Control	296.00
General Conditions	289,043.00
Supervision	-
Insurance	5,333.00
Bond	16,389.00
Permit	-
Contractor Contingency	15,739.20
Owner Contingency	19,236.80



Springdale Public Library Addition & Restroom Renovation
Budget Proposal

Scope of Work	Cost
Fee	89,187.00
Allowance #1 - Finish Hardware Changes	5,000.00
Allowance #2 - Building Plaque	2,500.00
Allowance #3 - Vinyl Graphics	3,000.00
Allowance #4 - Special Inspections	15,000.00
Allowance #5 - Light Shelf	15,000.00
Allowance #6 - Landscape & Rock	-
Allowance #7 - Building Permit	11,528.00
Allowance #8 - Asphalt Patching / Striping	5,227.00
TOTAL	1,889,306.00

SPECIFICATIONS

DIVISION 0 - CONDITIONS OF THE CONTRACT

00 72 00 General Conditions

00 72 01 AIA A201 General Conditions of the Contract for Construction

00 72 02 EXHIBIT "B" AIA Document A133 Insurance and Bonds

DIVISION 1 - GENERAL REQUIREMENTS

01 00 00 General Requirements & Procedures

01 11 00 Summary of Work

01 21 13 Cash Allowances

01 22 13 Measurement and Payment

01 26 00 Modification Requirements

01 29 76 Applications for Payment

01 31 00 Coordination and Meetings

01 32 33 Construction Photographs & Documentation

01 32 36 Construction Progress Schedules

01 33 00 Submittals

01 35 16 Alteration Project Procedures

01 40 00 Quality Control

01 50 00 Construction Facilities and Temporary Controls

01 60 00 Material and Equipment

01 73 29 Cutting and Patching

01 75 00 Starting of Systems

01 77 00 Contract Closeout

DIVISION 2 - EXISTING CONDITIONS

02 32 00 Geotechnical Soils Report

02 32 01 Site & Subsurface Investigation by Contractor

02 41 16 Demolition

02 41 19 Minor Demolition

DIVISION 3 - CONCRETE

03 11 00 Concrete Formwork

03 21 00 Concrete Reinforcement

03 30 00 Cast-In-Place Concrete

03 35 20 Polished Concrete Finish System

03 62 00 Non-Shrink Grouting

DIVISION 4 - MASONRY

04 05 13 Mortar

04 21 13 Brick Masonry

04 22 00 Concrete Unit Masonry

DIVISION 5 - METALS

05 12 23 Structural Steel

05 21 00 Open Web Steel Joists

05 31 23 Metal Decking - Roof

05 40 00 Cold-Formed Metal Framing

05 50 00 Metal Fabrications

DIVISION 6 - WOOD AND PLASTIC

06 10 00 Rough Carpentry

06 20 23 Finish Carpentry

06 41 13 Cabinet Work & Shelving

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07 01 50 Roof Patching

07 10 00 Waterproofing & Dampproofing

07 19 00 Water Repellent Coating

07 21 00 Insulation

07 27 26 Fluid-Applied Weather Barrier System

07 46 21 Preformed Metal Wall & Soffit Panel System

07 54 23 Thermoplastic-Polyolefin Roofing System

07 62 00 Sheet Metal Flashing & Trim

07 65 26 Water Shield Membrane

07 72 33 Roof Hatch

07 92 00 Joint Sealant

DIVISION 8 - OPENINGS

08 11 13 Hollow Metal Doors & Frames

08 14 16 Wood Doors

08 31 13 Ceiling/Wall Access Panels

08 43 13 Aluminum Storefront, Doors, Exterior Fixed Units

08 43 29 Sliding Mall Front

08 71 00 Finish Door Hardware

08 81 00 Glass & Glazing

DIVISION 9 – FINISHES

09 22 16 Non-Structural Metal Framing

09 29 00 Drywall

09 65 13 Rubber Base

09 67 26 Epoxy Resinous Flooring

09 68 00 Carpeting

09 84 13 Acoustical Treatment

09 91 00 Painting & Finishing

DIVISION 10 - SPECIALTIES

10 00 00 Miscellaneous Specialties

10 14 00 Identifying Devices

10 28 13 Toilet and Bath Accessories

10 44 00 Fire Extinguishers

10 82 13 Roof Top Equipment Screens

DIVISION 12 - FURNISHINGS

12 24 15 Manual Roller Shades

DIVISION 21 - FIRE SUPPRESSION

21 01 00 General Fire Suppression Provisions

21 05 01 Common Work Results for Fire Suppression

21 05 53 Identification for Fire Suppression Piping and Equipment

21 13 01 Fire-Suppression Sprinkler Systems

DIVISION 22 - PLUMBING

22 01 00 General Plumbing Provisions

22 05 53 Identification for Plumbing Piping and Equipment

22 07 19 Piping Insulation

22 10 05 Plumbing Piping

22 10 06 Plumbing Specialties

22 10 08 Plumbing Solder

22 40 00 Plumbing Fixtures

DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 01 00 General HVAC Provisions

23 05 53 Identification for HVAC Piping and Equipment

23 05 93 Testing, Adjusting, and Balancing

23 07 13 Duct Insulation

23 31 00 Ducts

23 33 00 Duct Accessories

23 33 30 Air Duct Sealants

23 34 23 Power Ventilators

23 37 00 Air Outlets and Inlets

23 40 00 Air Cleaning Devices

23 74 13 Packaged Rooftop Air Conditioning Units

DIVISION 26 - ELECTRICAL

26 00 10 General Electrical Provisions

26 05 19 Wires and Cables

26 05 26 Grounding

26 05 29 Supporting Devices

26 05 34 Conduit

26 05 37 Outlet and Pull Boxes

26 05 53 Identification

26 05 73 Overcurrent Protective Devices

26 24 16 Panelboards

26 27 26 Wall Switches, Receptacles, and Plate Covers

26 28 18 Motor and Circuit Disconnects

26 51 00 Interior Building Lighting

26 56 00 Exterior Lighting

DIVISION 27 - COMMUNICATIONS

27 10 05 Conduit for Telephone/Data and Tv Raceway System

27 10 11 Structured Telecommunications Cabling and ENCLOSURES

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 31 06 Existing Fire Alarm System

DIVISION 31 - EARTHWORK

31 11 00 Site Preparation and Clearing

31 23 00 Excavation & Backfill

31 23 16 Rock Removal

31 23 23 Pipe Laying

31 23 33 Excavation & Backfill & Compacting for Utilities

31 31 16 Termite Control

Page - 6

Springdale Public Library Renovation

City of Springdale

Springdale, Arkansas

DIVISION 32- EXTERIOR IMPROVEMENTS

32 16 00 Walks & Curbs

DIVISION 33- UTILITIES

33 41 00 Storm Sewer Systems
33 46 13 Sub-drainage System
33 46 16 Sub-drainage System
APPENDIX "A" Project Identification Sign

**MILESTONE™**
CONSTRUCTION COMPANY, LLC**Springdale Public Library Renovation**

Drawing	Name	Date	Drawing	Name	Date
	Cover Sheet	7/29/2024	A1.0	Code Footprint	7/29/2024
A1.1	Architectural Site Plan	7/29/2024	A2.0	Demo Plan	7/29/2024
A2.0A	Demolition Roof Plan	7/29/2024	A2.0B	Demolition Wall Section	7/29/2024
A2.1	First Floor Plan	7/29/2024	A2.1A	Plan Details	7/29/2024
A2.1B	Plan Details	7/29/2024	A2.1C	Plan Details	7/29/2024
A2.3	Specialty Plan	7/29/2024	A2.5	Enlarged Plans	7/29/2024
A2.8	1st Floor RCP & Details	7/29/2024	A2.10	Roof Plan	7/29/2024
A2.11	Roof Details	7/29/2024	A3.1	Door Schedule	7/29/2024
A3.2	Door & Window Details	7/29/2024	A4.1	Exterior Elevations	7/29/2024
A5.1	Building Sections	7/29/2024	A5.2	Wall Sections	7/29/2024
A5.3	Wall Sections	7/29/2024	A5.4	Wall Sections	7/29/2024
A5.7	Section Details	7/29/2024	A6.1	Millwork Elevations	7/29/2024
A7.1	Interior Elevations	7/29/2024	S1.0	Required IBC Inspections	7/29/2024
S1.1	Foundation General Notes	7/29/2024	S1.2	Framing General Notes	7/29/2024
S1.3	Typ. Framing Details	7/29/2024	S2.1	Foundation Plan	7/29/2024
S3.0	Typ. Lintel & Masonry Details	7/29/2024	S3.0.1	Lintel & Masonry Plan Areas	7/29/2024
S3.1	Roof Framing Plan	7/29/2024	S4.1	Foundation Details	7/29/2024
S4.2	Foundation Details	7/29/2024	S5.1	Framing Details	7/29/2024
S5.2	Framing Details	7/29/2024	U2.1	Site Utility Plan	7/29/2024
P1.1	Plumbing Notes/Legend & Schedule	7/29/2024	P2.0	Plumbing Demolition Plan	7/29/2024
P2.1	Plumbing Plan	7/29/2024	P2.2	Fire Protection Plan	7/29/2024
P3.1	Plumbing Details	7/29/2024	P4.1	Plumbing Riser	7/29/2024
P4.2	Plumbing Riser	7/29/2024	MP2.1	Mechanical Roof Plan	7/29/2024
M1.1	HVAC Notes, Legend & Schedules	7/29/2024	M2.1	HVAC Plan	7/29/2024
M3.1	HVAC Details	7/29/2024	E1.1	Electrical Notes & Legend	7/29/2024
E2.0	Electrical Demolition Plan	7/29/2024	E2.1	Lighting Plan	7/29/2024
E2.2	Overall Power Plan	7/29/2024	E2.3	Power Plan	7/29/2024
E2.4	Roof Mechanical Power Plan	7/29/2024	E2.5	Special Systems Plan	7/29/2024
E3.1	Electrical Details	7/29/2024	E5.1	Electrical Schedules	7/29/2024

Springdale Public Library Renovation - Restrooms

A2.0	Large Restroom Demo Plan	7/29/2024	A2.1	Large Restroom Plan	7/29/2024
A2.1A	Children's Restroom Plan	7/29/2024	P1.0	Plumbing Legend, Notes & Plans	7/29/2024
M1.0	Mechanical Plans, Details, Notes & Schedules	7/29/2024	E1.0	Electrical Legends & Abbreviations	7/29/2024
E1.1	Large Restroom Demo Plan	7/29/2024	E1.2	Children's Restroom Demo Plan	7/29/2024
E2.1	Large Restroom & Children's Restroom Lighting Plans	7/29/2024			

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING THE GUARANTEED
MAXIMUM PRICE FOR THE CONSTRUCTION OF
SPRINGDALE FIRE STATION #4**

WHEREAS, the City of Springdale desires to build a new Fire Station #4 to replace the current, outdated facility, and

WHEREAS, Fire Station #4 has already been designed and Milestone Construction Company, LLC has been hired on as the Construction Manager for this project, and

WHEREAS, Milestone Construction Company, LLC has proposed a guaranteed maximum price of \$5,090,483.50 for the construction of Fire Station #4, to be paid for out of the Unrestricted General Fund and 2023 Fire Bond Fund.

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

1. The City Council accepts the guaranteed maximum price of \$5,090,483.50, submitted by Milestone Construction for the construction of Fire Station #4, to be paid for out of the Unrestricted General Fund and 2023 Fire Bond Fund.
2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders do not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this 12th day of November, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the twentieth day of October in the year Two Thousand Twenty-Four, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the fourteenth day of November in the year Two Thousand Twenty-Three (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Fire Station #4 - Springdale, AR
E. Huntsville, Ave.
Springdale, AR 72762

THE OWNER:
(Name, legal status, and address)

City of Springdale
201 Spring Street
Springdale, AR 72764

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Five Million Ninety Thousand Four Hundred Eighty-Three and 50/100's Dollars (\$

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

5,090,483.50), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attachment "A" Cost Breakdown and Attachment "B" Value Engineering Spreadsheet for accepted deductions and modifications.

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Attachment "B" VE Spreadsheet	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

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

Item	Price	Conditions for Acceptance
Add Classroom Area plus six (6) additional parking stalled on the north side of the access drive.	\$246,593.00	Approval to add back must be issued prior to February 15, 2025

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Excavation and offsite removal of unsuitable soils	CY	\$15.40
Provide, place and compact imported, select fill material	CY	\$14.40
Mass rock excavation and offsite disposal	CY	\$375
Trench rock excavation and offsite removal	CY	\$475
Shot rock fill	Ton	\$50

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The date of commencement will be included in a Notice to Proceed issued by the Owner.

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

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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

☒ Not later than three hundred thirty (330) calendar days from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

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

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

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

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment "C"

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

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment "D"

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See Attachment "A"	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachments "A" and "B"

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Addendum #001	Dated July 23, 2024	429 pages
Addendum #002	Dated July 30, 2024	161 pages
Addendum #003	Dated September 18, 2024	34 pages

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Mike Davis, Vice President

(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:32:43 ET on 10/23/2024.

PAGE 1

This Amendment dated the twentieth day of October in the year Two Thousand Twenty-Four, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the fourteenth day of November in the year Two Thousand Twenty-Three (the "Agreement")

...

Fire Station #4 - Springdale, AR
E. Huntsville, Ave.
Springdale, AR 72762

...

City of Springdale
201 Spring Street
Springdale, AR 72764

...

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Five Million Ninety Thousand Four Hundred Eighty-Three and 50/100's Dollars (\$ 5,090,483.50), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See Attachment "A" Cost Breakdown and Attachment "B" Value Engineering Spreadsheet for accepted deductions and modifications.

...

See Attachment "B" VE Spreadsheet

...

Add Classroom Area back to project

\$225,253.00

Approval to add back must
be issued prior to February
15, 2025

...

<u>Excavation and offsite removal of unsuitable soils</u>	<u>CY</u>	<u>\$15.40</u>
<u>Provide, place and compact imported, select fill material</u>	<u>CY</u>	<u>\$14.40</u>
<u>Mass rock excavation and offsite disposal</u>	<u>CY</u>	<u>\$375</u>
<u>Trench rock excavation and offsite removal</u>	<u>CY</u>	<u>\$475</u>
<u>Shot rock fill</u>	<u>Ton</u>	<u>\$50</u>

...

[☒] Established as follows:

...

The date of commencement will be included in a Notice to Proceed issued by the Owner.

PAGE 3

[☒] Not later than three hundred thirty (330) calendar days from the date of commencement of the Work.

...

See Attachment "C"

...

See Attachment "D"

PAGE 4

See Attachment "A"

...

See Attachments "A" and "B"

...

<u>Addendum #001</u>	<u>Dated July 23, 2024</u>	<u>429 pages</u>
<u>Addendum #002</u>	<u>Dated July 30, 2024</u>	<u>161 pages</u>
<u>Addendum #003</u>	<u>Dated September 18, 2024</u>	<u>34 pages</u>

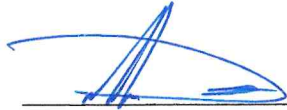
...

Mike Davis, Vice President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Sam Hollis, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:32:43 ET on 10/23/2024 under Order No. 4104241628 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

Springdale Fire Station No. 4
Budget Proposal

Scope of Work	Cost
Concrete	396,526.00
Polished Concrete	17,570.00
Masonry	239,889.00
Structural Steel Supply	110,400.00
Structural Steel Erection	29,217.00
Millwork	147,144.00
Rough Carpentry	71,900.00
Wood Material	78,695.00
Wood Trim Install	7,500.00
Waterproofing	63,117.00
Roofing	164,782.00
Metal Wall Panels / Metal Soffit Panels	238,048.50
Spray Insulation	48,616.00
Doors, Frames, & Hardware Supply	93,588.00
Door & Hardware Installation	12,210.00
Glass & Glazing	154,868.00
Overhead Doors	175,942.00
Aluminum Clad Windows	29,359.00
Shower Doors	17,238.00
Metal Studs, Drywall, Insulation, & Acoustical Ceilings	260,691.00
Flooring	35,275.00
Painting	78,587.00
Specialties Supply	7,645.00
Specialties Installation	5,100.00
Signage	35,476.00
Lockers	15,500.00
Flagpoles	2,054.00
Residential Equipment	48,770.00
Window Coverings	16,034.00
Fire Sprinkler System	126,271.00
Plumbing	349,711.00
HVAC	326,845.00
Electrical	630,200.00

Earthwork & Storm Drainage	489,600.00
Termite Control	1,300.00
Asphalt Paving	128,270.00
Pavement Specialties	2,900.00
Fencing	37,350.00
Landscaping	58,700.00
Site Utilities	120,643.00
Allowance #1 - Power Company Charges - Move Pole	3,500.00
Allowance #2 - Utility Charge - Move Telephone Pedestals	4,000.00
Allowance #3 - Access Control	-
Allowance #4 - Bike Racks	1,847.00
Allowance #5 - Attic Access Ladder	3,500.00
Allowance #6 - Locution System	78,194.00
Allowance #7 - Building Permit	27,140.00
General Conditions	213,899.00
Supervision	178,822.00
Insurance	14,370.00
Bond	46,849.00
Contractor Contingency	24,295.00
Owner Contingency	29,694.00
Fee	272,640.00
TOTAL	5,772,281.50

Springdale Fire Station #4
Value Analysis / Alternates
 October 20, 2024



	VA / Alternate Items	Anticipated Budget Change	Accepted	Pending	Rejected	Mutually Exclusive
1	Asphalt Paving - Single Layer Asphalt in Lieu of 2 Layers (Same Thickness & Design - Superpave)	\$ (14,800.00)			x	2
2	Asphalt Paving - Single Layer Asphalt in Lieu of 2 Layers (Marshall Mix)	\$ (25,073.00)	x			1
3	Revised Utility Plan - Pending SWU Approval	\$ (54,548.00)	x			
4	Roofing - Mechanically Attach Roof and Insulation with Coverboard.	\$ (7,466.00)			x	5, 6
5	Roofing - Adhere Membrane and Mechanically Attach Insulation with no Coverboard.	\$ (18,809.00)			x	4, 6
6	Roofing - Mechanically Attach Roof Membrane and Insulation with no Coverboard.	\$ (24,804.00)	x			4, 5
7	Change Soffit and 8" Concealed Fastener Metal Panel to painted Fiber Cement.	\$ (40,487.00)	x			
8	Change 3 Folding Sectional Doors to Rytec Spiral Full Vision Doors.	\$ (12,785.00)		x		
9	Change Fluid Applied Air Barrier to Prosoco R-Guard Spray Wrap from WR Meadows Air-Shield LM.	\$ (14,394.00)	x			
10	Delete metal stud shop drawings requirement.	\$ (5,655.00)	x			
11	Lower NRC rating for the Acoustical Ceiling Tile.	\$ (3,201.00)		x		
12	Change Aluminum Clad windows to Vinyl Clad windows.	\$ -		x		
13	Change Shower Walls to Acrylic from Cultured Marble.	\$ (15,213.00)	x			
14	Glass - Provide manufacturer's standard gray tint in lieu of Graylite II as specified.	\$ (2,813.00)		x		
15	Metal Panels - Install Morin F-8-0 and Morin Matrix 1.0, 3.0, and 4.0 wall panels in lieu of specified Lux Panel at Aparatus Bay.	\$ (48,449.00)		x		
16	Brick: Use alternate brick - Antique Brick & Block; Chrokee Brick, M/S Velour Light Grey. (Acme will match Antique's price)	\$ (2,244.00)	x			
17	Brick: Use standard gray mortar in lieu of colored mortar.	\$ (4,091.00)	x			
18	Brick: Change Total Flash to Textro Flash.	\$ (4,802.00)			x	
19	Masonry: Change X-Seal Anchors to HB213 anchors.	\$ (2,027.00)	x			
20	Fencing @ Mechancial Enclosure - Eliminate east and south sections of fence and south double gate.	\$ (12,484.00)	x			
21	Relocate Drive to not align with Westfield Street per early Civil drawings.	\$ (224,000.00)			x	25
22	Electrical: Alternate Light Fixture Package.	\$ (43,817.00)	x			
23	Electrical: City to provide street lights (Fixture Type M)	\$ (6,936.00)		x		
24	Electrical: Replace Fixture Type Y with can lights at Patio.	\$ (1,067.00)		x		
25	Eliminate Classroom and Site Modifications	\$ (436,961.00)	x			21
26		\$ -		x		
27		\$ -		x		
28		\$ -		x		
29		\$ -		x		
30		\$ -		x		
31		\$ -		x		
32		\$ -		x		
33		\$ -		x		
34		\$ -		x		
35		\$ -		x		
36		\$ -		x		
37		\$ -		x		
38		\$ -		x		

Total APPROVED: \$ (681,798)
 Total PENDING: \$ (75,251)
 Total REJECTED: \$ (269,877)

Working Budget: \$ 5,772,281.50
 Approved Add & Deducts Items (681,798.00)
 Revised Working Budget: \$ 5,090,483.50

Target Budget \$ 4,865,041
 Difference (225,443)

Springdale Fire Station #4 Specification Listing

DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 31 32.01 Geotechnical Investigation: 3377 W. Huntsville Ave.
- 00 31 32.02 Geophysical Survey Report: 3377 W. Huntsville Ave.
- 00 61 13 Performance and Payment Bond
- 00 65 19.16 Consent of Surety
- 00 65 19.19 Release of Claims
- 00 72 00 General Conditions (AIA Document A201-2007)
- 00 73 00 Supplementary General Conditions

GENERAL REQUIREMENTS:

DIVISION 01 GENERAL REQUIREMENTS

- 01 11 00 Summary of Work
- 01 33 00.01 Submittals and Substitutions
- 01 33 00.02 Substitution Request Form
- 01 45 29 Testing and Inspection Services
- 01 50 00 Construction Facilities and Temporary Control

DIVISION 02 EXISTING CONDITIONS

- 02 41 19 Selective Demolition

DIVISION 03 CONCRETE

- 03 30 00 Cast-In-Place Concrete
- 03 35 10 Polished Concrete Finishing

DIVISION 04 MASONRY

- 04 20 00 Unit Masonry

DIVISION 05 METALS

- 05 12 00 Structural Steel Framing
- 05 21 00 Steel Joist Framing
- 05 31 00 Steel Decking
- 05 40 00 Cold-Formed Metal Framing
- 05 50 00 Metal Fabrications and Miscellaneous Metals

DIVISION 06 WOODS, PLASTICS, AND COMPOSITES

- 06 10 53 Carpentry
- 06 16 00 Exterior Grade Sheathing
- 06 18 00 Glue Lam. Structural Units
- 06 40 00 Architectural Woodwork

DIVISION 07 THERMAL AND MOISTURE PROTECTION

- 07 19 00 Water Repellent Coating
- 07 21 00 Building Insulation
- 07 21 29 Sprayed Insulation
- 07 27 26 Liquid Applied Air/Vapor Barrier
- 07 42 00 Metal Wall Panels
- 07 54 00 Thermoplastic Membrane Roofing
- 07 60 00 Flashing and Sheet Metal
- 07 81 28 Intumescent Thermal Barriers

07 92 00 Joint Sealants

DIVISION 08 OPENINGS

08 11 13.13 Interior Steel Doors and Frames
08 11 13.14 Galvanneal Steel Doors and Frames
08 15 13 High Pressure Plastic Laminated Faced Doors
08 36 00 Overhead Sectional Doors
08 38 00 Four-Fold Door System
08 41 00 Aluminum Entrances, Storefront and Fixed Framing
08 44 13 Glazed Curtain Wall System
08 52 13 Metal-Clad Wood Windows
08 70 00 Finish Hardware
08 80 00 Glazing

DIVISION 09 FINISHES

09 29 00 Gypsum Board
09 30 00 Tiling
09 51 13 Acoustical Ceilings
09 65 13 Resilient Base and Accessories
09 68 13 Carpeting
09 90 00 Painting

DIVISION 10 SPECIALTIES

10 11 00 Visual Display Surfaces
10 14 00 Channel & Cut Metal Signage
10 14 53 Signage (Interior)
10 26 13 Stainless Steel Corner Guards
10 28 13 Toilet Accessories
10 44 00 Fire Protections Specialties
10 51 13 Metal Lockers
10 75 00 Flagpole

DIVISION 11 EQUIPMENT

11 30 00 Appliances
11 33 00 Retractable Stairs

DIVISION 12 FURNISHINGS

12 24 00 Shades

DIVISION 21 FIRE SUPPRESSION

21 01 00 General Fire Suppression Provisions
21 05 01 Common Work Results for Fire Suppression
21 05 48 Vibration & Seismic Controls for Fire Suppression Piping
& Equipment
21 05 53 Identification for Fire Suppression Piping and Equipment
21 13 01 Fire-Suppression Sprinkler Systems

DIVISION 22 PLUMBING

22 01 00 General Plumbing Provisions
22 05 48 Vibration & Seismic Controls for Plumbing Piping
& Equipment
22 05 53 Identification for Plumbing Piping and Equipment

- 22 07 19 Piping Insulation
- 22 10 05 Plumbing Piping
- 22 10 06 Plumbing Specialties
- 22 10 08 Plumbing Solder
- 22 30 00 Plumbing Equipment
- 22 40 00 Plumbing Fixtures

DIVISION 23 HEATING VENTILATING AND AIR CONDITIONING

- 23 01 00 General HVAC Provisions
- 23 05 48 Vibration & Seismic Control for HVAC Piping & Equip.
- 23 05 53 Identification for HVAC Piping and Equipment
- 23 05 93 Testing, Adjusting, and Balancing
- 23 07 13 Duct Insulation
- 23 09 24 VRV Advanced Multi-Zone Controller
- 23 23 00 Refrigerant Piping and Specialties
- 23 31 00 Ducts
- 23 33 00 Duct Accessories
- 23 33 30 Air Duct Sealants
- 23 34 23 Power Ventilators
- 23 37 00 Air Outlets and Inlets
- 23 40 00 Air Cleaning Devices
- 23 54 00 Furnaces
- 23 55 24 Gas-Fired Radiant Heaters
- 23 55 33 Electric Wall Heaters
- 23 62 13 Air Cooled Condensing Units
- 23 75 31 VRV 6-42 Ton Outdoor Heat Recovery Units
- 23 81 40 VRV Indoor Air Handling Units
- 23 82 16 Air Coils

DIVISION 26 ELECTRICAL

- 26 00 10 General Electrical Provisions
- 26 00 15 Seismic/Vibration Isolation Specification for Electrical & Conduit
- 26 05 19 Wires and Cables
- 26 05 26 Grounding
- 26 05 29 Supporting Devices
- 26 05 34 Conduit
- 26 05 37 Outlet and Pull Boxes
- 26 05 53 Identification
- 26 05 73 Overcurrent Protective Devices
- 26 21 02 Underground Distribution
- 26 24 16 Panelboards
- 26 27 26 Wall Switches, Receptacles, and Plate Covers
- 26 28 18 Motor and Circuit Disconnects
- 26 32 15 Generator and Automatic Transfer Switch
- 26 51 00 Interior Building Lighting
- 26 56 00 Exterior Lighting

DIVISION 27 COMMUNICATIONS

27 10 05 Telephone/Data and TV Raceway System

27 10 11 Structured Telecommunications Cabling and Enclosures

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

28 31 05 Fire Alarm System

DIVISION 32 EXTERIOR IMPROVEMENTS

32 31 14 Pre-formed Steel Fence

DIVISION 33 UTILITIES

Refer to site-work specifications



Shaw Family Park Expansion

Drawing	Name	Date	Drawing	Name	Date
G0.0	Cover Sheet	7/12/2024	C0.0	Civil Cover Sheet	7/15/2024
C1	Existing Conditions	7/15/2024	C2	Demo Plan	7/15/2024
C3	Large Scale Development	7/15/2024	C4	Driveway Insets	7/15/2024
C5	Grading Plan	7/15/2024	C6	Storm Drainage Plan	7/15/2024
C7	Storm Drainage Profiles	7/15/2024	C8	Storm Box Details 1	7/15/2024
C9	Storm Box Details 2	7/15/2024	C10	Paving & Signage Plan	7/15/2024
C11	Typical Details	6/27/2024	C12	Typical Details	6/27/2024
C13	Utility Plan	7/15/2024	C14	Utility Details	6/27/2024
C15	Utility Details	6/27/2024	C16	Landscaping Plan	7/15/2024
C17	SWPP Plan	7/15/2024	G0.1	Life Safety & Code Information	7/12/2024
G0.2	General Information	7/12/2024	G0.3	Assembly Details	7/12/2024
S0.1	General Notes	7/12/2024	S0.2	General Notes	7/12/2024
S1.1	Foundation Plan	7/12/2024	S1.2	Sherwall Plan	7/12/2024
S2.1	Typical Foundation Details	7/12/2024	S2.2	Foundation Sections	7/12/2024
S2.3	Foundation Sections	7/12/2024	S2.4	Foundation Sections	7/12/2024
S3.1	Roof Framing Plan	7/12/2024	S3.2	Roof Framing Plan	7/12/2024
S3.3	Roof Framing Plan	7/12/2024	S4.1	Typ. Masonry Details	7/12/2024
S4.2	Typ. Light Gauge Details	7/12/2024	S4.3	Typ Steel Details	7/12/2024
S4.4	Framing Sections	7/12/2024	S4.5	Framing Sections	7/12/2024
S4.6	Framing Sections	7/12/2024	S4.7	Framing Sections	7/12/2024
AS0.1	Architectural Site Plan	7/12/2024	AS0.2	Exterior Site Details	7/12/2024
AS0.3	Exterior Site Details 2	7/12/2024	A1.1	Floor Plan	7/12/2024
A1.2	Enlarged Plans	7/12/2024	A1.3	Enlarged Plans	7/12/2024
A1.4	Enlarged Patio Plan & Details	7/12/2024	A1.5	Mech Mezzanine Clerestory	7/12/2024
A1.6	Reflected Ceiling Plan	7/12/2024	A1.7	Roof Plan	7/12/2024
A2.1	Building Elevations	7/12/2024	A3.1	Building Sections	7/12/2024
A4.1	Wall Sections	7/12/2024	A4.2	Wall Sections	7/12/2024
A4.3	Wall Sections	7/12/2024	A4.4	Wall Sections	7/12/2024
A5.1	Plan Details	7/12/2024	A5.2	Plan Details	7/12/2024
A5.4	Interior Elevations	7/12/2024	A5.5	Interior Elevations	7/12/2024
A5.6	Interior Elevations	7/12/2024	A5.7	Interior Elevations	7/12/2024
A5.8	Interior Elevations	7/12/2024	A6.1	Millwork Details	7/12/2024
A6.2	Door Schedules & Types	7/12/2024	A6.3	Storefront & Windows	7/12/2024
A6.4	Door & Window Details	7/12/2024	A7.1	Finish Schedule & Materials	7/12/2024
P1.1	Plumbing Notes & Legend	7/12/2024	P2.1	Plumbing Plans	7/12/2024
P2.1A	Enlarged Plumbing Plan - Area A	7/12/2024	P2.1B	Enlarged Plumbing Plan - Area B	7/12/2024
P3.1	Plumbing Details	7/12/2024	P3.2	Plumbing Details	7/12/2024
P3.3	Plumbing Details	7/12/2024	P4.1	Plumbing Risers	7/12/2024
P4.2	Plumbing Risers	7/12/2024	P4.3	Plumbing Risers	7/12/2024
P4.4	Plumbing Risers	7/12/2024	P5.1	Plumbing Schedules	7/12/2024
U2.1	Site Utility Plan	7/12/2024	M2.1	HVAC Plan, Notes & Legend	7/12/2024
M2.2	Mechanical Piping Plan	7/12/2024	M3.1	HVAC Details	7/12/2024
M3.2	HVAC Details	7/12/2024	M5.1	HVAC Schedules	7/12/2024
MP2.1	Mechanical Roof Plan	7/12/2024	E1.1	Electrical Legend, Notes & Details	7/12/2024
E2.1	Lighting Plan	7/12/2024	E2.2	Power Plan	7/12/2024
E2.3	Mechanical Power Plan	7/12/2024	E2.4	Special Systems Plan	7/12/2024
E2.5	Alerting System	7/12/2024	E3.1	Electrical Details	7/12/2024
E4.1	Electrical Riser Diagrams	7/12/2024	E5.1	Electrical Schedules	7/12/2024
E5.2	Electrical Schedules	7/12/2024	E5.3	Electrical Schedules	7/12/2024
ES1.0	Electrical Site Plan	7/12/2024	ES1.1	Electrical Site Photometric Plan	7/12/2024

RESOLUTION NO. _____

**A RESOLUTION SETTING A PUBLIC HEARING DATE,
PURSUANT TO ARK. CODE ANN. §14-235-223, ON A
PROPOSED ORDINANCE ESTABLISHING AND SETTING
RATES FOR SANITARY SEWER SERVICE IN THE CITY
OF SPRINGDALE, ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, has found it necessary to consider an increase in sanitary sewer rates in order to maintain the operation and maintenance of wastewater facilities, and to provide the revenue required for future expansion and improvements to the city's wastewater facilities;

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is a proposed ordinance, entitled "An Ordinance Establishing and Setting Rates for Sanitary Sewer Service; Repealing Ordinance 5429, and Pertaining to Other Matters Relating Thereto" ("the Ordinance"), which is hereby introduced for consideration by the City Council for the City of Springdale, Arkansas;

WHEREAS, Ark. Code Ann. §14-235-223 provides that no sewer rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served by them and others interested shall have opportunity to be heard concerning the proposed sewer rates or changes; and

WHEREAS, Ark. Code Ann. §14-235-223 provides that after the introduction of the Ordinance, and before the enactment of the Ordinance, that notice of the public hearing, setting forth the proposed schedule of the rates or charges, shall be given by one (1) publication in a newspaper published in or having general circulation in the municipality at least ten (10) days before the date fixed for the public hearing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that November 26, 2024, at 6:00 p.m. be set as the date and time for the City Council to hold a public hearing on the Ordinance; that the City Clerk shall give notice of the date and time of the public hearing as required by Ark. Code Ann. §14-235-223; and such notice shall also contain the proposed schedule of the rates or charges contained in the Ordinance.

PASSED AND APPROVED this 12th day of November, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AND SETTING RATES FOR
SANITARY SEWER SERVICE; REPEALING ORDINANCE 5429, AND
PERTAINING TO OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Springdale, after conducting a public hearing as required by Ark. Code Ann. §14-235-223, has found it necessary to increase sanitary sewer rates in order to maintain the operation and maintenance of wastewater facilities and to provide the revenue required for future expansion and improvements to the city's wastewater facilities;

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

SECTION 1: That Ordinance No. 5429 of the City of Springdale, Arkansas is hereby specifically repealed as of the effective date of the schedule herein established and that all other ordinances and parts of ordinances establishing schedules of rates for sanitary sewer supplied or to be supplied by Springdale Water Utilities are also repealed.

SECTION 2: That all customers whose premises are connected to and use the sanitary sewer system of the City of Springdale, or whose premises are in any way served by the Springdale sanitary sewer system are hereby classified as Domestic or Industrial Users. A Domestic User is defined as a user whose wastewater from residential property flows into and is treated by the Springdale sanitary sewer system. An Industrial User is defined as a user whose liquid waste from commercial, industrial, manufacturing, processing, trade or business, except domestic waste, that flows into and is treated by the Springdale sanitary sewer system.

SECTION 3: That the following schedule of rates are hereby established for sanitary sewer service furnished by the City of Springdale Water and Sewer Commission. The charges for all sewer collection and treatment shall be determined each month in accordance with Schedule (A) below. In addition, Industrial Users are subject to monthly surcharges for excessive Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) as established in Schedule (B) below.

SCHEDULE A:

The following charges shall be based on water metered, or approved direct sewer meters, for each Domestic and Industrial User, except as otherwise specifically provided below in Section 5 paragraph (b). The following monthly rates are hereby fixed as rates to be charged for sewer service and shall become effective for sewer services billed on or after January 1, 2025.

<u>Inside City:</u>		<u>1/01/25</u>	<u>10/01/25</u>	<u>10/01/26</u>	<u>10/01/27</u>	<u>10/01/28</u>
Minimum	1,000 Gallons	\$15.55	\$19.55	\$23.40	\$23.70	\$24.00
Next	24,000 Gallons	\$ 5.17	\$ 6.17	\$ 7.17	\$ 8.17	\$ 9.17
Next	225,000 Gallons	\$ 5.13	\$ 6.13	\$ 7.13	\$ 8.13	\$ 9.13
Next	350,000 Gallons	\$ 5.04	\$ 6.04	\$ 7.04	\$ 8.04	\$ 9.04
Next	400,000 Gallons	\$ 4.91	\$ 5.91	\$ 6.91	\$ 7.91	\$ 8.91
All Over	1,000,000 Gallons	\$ 3.96	\$ 4.16	\$ 4.36	\$ 4.56	\$ 4.76
<u>Outside City:</u>		<u>1/01/25</u>	<u>10/01/25</u>	<u>10/01/26</u>	<u>10/01/27</u>	<u>10/01/28</u>
Minimum	1,000 Gallons	\$16.80	\$20.80	\$24.65	\$24.95	\$25.25
Next	24,000 Gallons	\$ 5.48	\$ 6.48	\$ 7.48	\$ 8.48	\$ 9.48
Next	225,000 Gallons	\$ 5.40	\$ 6.40	\$ 7.40	\$ 8.40	\$ 9.40
Next	350,000 Gallons	\$ 5.27	\$ 6.27	\$ 7.27	\$ 8.27	\$ 9.27
Next	400,000 Gallons	\$ 5.24	\$ 6.24	\$ 7.24	\$ 8.24	\$ 9.24
All Over	1,000,000 Gallons	\$ 4.06	\$ 4.26	\$ 4.46	\$ 4.66	\$ 4.86

SCHEDULE B:

All Industrial Users are subject to an additional monthly sewer service charge (surcharge) to defray the long or short term costs associated with the treatment of high strength wastewater.

Monthly average discharges of Biochemical Oxygen Demand (BOD) of 289 mg/L and Total Suspended Solids (TSS) of 300 mg/L shall not be exceeded without incurring a surcharge.

- (a) A surcharge shall be added to the monthly sewer bill of any Industrial User whose wastewater discharge exceeds the allowable base established herein. Such surcharge shall be calculated using the following formula:

FORMULA FOR CALCULATING SURCHARGES:

$$S = V_{ww} \times 8.34 [Y (TSS - 300) + Z (BOD - 289)]$$

- Where:
- S = Surcharge in Dollars (monthly)
 - V_{ww} = Volume wastewater in million gallons (monthly)
 - 8.34 = Pounds per gallon of water
 - Y = Unit charge of TSS in dollars per pound
 - TSS = Total Suspended Solids strength index in milligrams per liter by weight (300 mg/L or more)
 - 300 = Maximum TSS strength in milligrams per liter by weight
 - Z = Unit charge for BOD in dollars per pound
 - BOD = Five day Biochemical Oxygen Demand strength index in milligrams per liter by weight (289 mg/L or more)
 - 289 = Maximum BOD strength in milligrams per liter
- Current charges for Y = \$1.124
Current charges for Z = \$0.658

- (b) The Springdale Water and Sewer Commission is authorized to suspend part or all of the surcharge based upon preapproved authorization to make scheduled repairs or installation of equipment.
- (c) The current unit charge for Total Suspended Solids (Y) and the current unit charge for Biochemical Oxygen Demand (Z), as listed above, shall remain effective for sewer service billed. The Springdale Water and Sewer Commission shall review annually on a fiscal year basis the actual cost of treating high strength waste and shall increase or decrease the unit charge for Y and Z of the Formula for Calculating Surcharges in accordance with the finding of such review.

SECTION 4: That no free facilities or sewer services shall be furnished. In the event that the city or any department, agency or instrumentality thereof shall avail itself of the facilities or services afforded by the sanitary sewer service of the City of Springdale, the reasonable value of the service or facilities so afforded shall be charged against the city or such department, agency or instrumentality and shall be paid for as the charges therefore accrue at industrial rates.

SECTION 5: That the above schedule of rates be, and they are hereby fixed as rates to be charged for services to be rendered and benefits to be received from the wastewater collection and treatment facilities, to-wit:

- (a) All bills for sewage collection and treatment shall be rendered to the user monthly, such statements to be rendered and collected by the City of Springdale, and shall cover the same period and collection procedures as corresponding water bills. All bills shall be rendered in the net amount due and the charge shall be determined by each thousand gallons of water, or portion thereof, furnished to each user.
- (b) The gallonage of sewage collected and treated shall be based on water metered to each Domestic and Industrial User, exclusive of seasonal water and other water uses metered separately which do not directly or indirectly discharge flows into the sanitary sewer system. Direct sewer meters may also provide monthly treatment if approved in advance by Springdale Water Utilities.
- (c) All users shall be connected to the Springdale water system and the discharge of all liquid waste to the sanitary system shall be derived from metered water supplied by the City of Springdale. The discharge of seasonal water, storm water, surface water, groundwater, roof runoff, or water from other sources which are not metered for sewer charges are prohibited.

SECTION 6: Any user who feels that their user charge is unjust and inequitable may make written application to the business office of Springdale Water Utilities (the assumed name under which the Springdale Water and Sewer Commission does business) requesting a review of the user's charge. Said written request shall, where necessary, show the actual or estimated average flow and/or strength of the user's wastewater in comparison with the values upon which the charge is based, including how the measurements or estimates were made. Review of the request shall be made by the Office Manager or a designated representative of Springdale Water Utilities. If the user's request for an adjustment of the billing charges is substantiated, the sewer charges for that user may be adjusted in conformance with the adjustment policy of the Springdale Water and Sewer Commission. Billing adjustments shall be based on

the revised flow and/or strength data.

SECTION 7: The provisions of this Ordinance are separable from any development impact fee ordinance which may be adopted by the City Council pursuant to Ark. Code Ann. §14-56-103, and if any portion, section, provision, or phrase of any such development impact fee ordinance shall be declared invalid or unconstitutional, such action shall not affect the validity of this Ordinance.

SECTION 8: That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason declared unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining sections of this ordinance. This ordinance shall take precedence over any terms or conditions or agreements or contracts which are inconsistent with the requirements of Section 204 (b) (1) (A) of the Clean Water Act, as amended or 40 CFR Part 35, Subpart I, Section 35.2140 promulgated by the United States Environmental Protection Agency on February 17, 1984.

SECTION 9: That the Springdale City Council, after investigation, finds that the above rates are reasonable and necessary rates to be charged for sewer service by the City of Springdale, Arkansas. The Council further specifically finds that said rates are sufficient to provide for the operation and maintenance of the Springdale sewer system and are necessary for the payment of principal and interest on bonds to be issued to finance sewer works construction and to expand such system as may from time to time be required, and to provide depreciation funds for replacement of the sewer system.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

APPROVED:

DOUG SPROUSE, MAYOR

ATTEST:

DENISE PEARCE, CITY CLERK

APPROVED AS TO FORM:

ERNEST CATE, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 132-24
TO LEVY BENTON COUNTY AD VALOREM TAXES OF
THE CITY OF SPRINGDALE, ARKANSAS.

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

WHEREAS, on September 25, 2024, the City Council for the City of Springdale, Arkansas, passed Resolution No. 132-24, establishing the Benton County ad valorem taxes to be approved for collection in the year 2025;

WHEREAS, the City has now been notified by the Benton County Assessor’s Office that the millage levy for collection in 2025 is required to be rolled back, pursuant to Ark. Code Ann. §26-26-402;

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

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

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

SECTION 1: That the following levies be approved for collection in the year 2025 and that copies of this Resolution be sent to the County Clerk and Tax Collector of Benton County.

The 2024 property tax levy to be collected by the Benton County Tax Collector are as follows:

	REAL ESTATE	PERSONAL PROPERTY
GENERAL FUND	.0047	.00453
FIREMEN’S PENSION	.0005	.00049
POLICEMEN’S PENSION	.0005	.00049
TOTAL	<u>.0057</u>	<u>.00551</u>

SECTION 2: The provisions of Resolution No. 132-24 are hereby repealed.

PASSED AND APPROVED this 12th day of November, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350
479-271-5727
FAX: 479-271-1712

October 11, 2024

TO: ALL MAYORS AND GOVERNING BODIES OF CITIES/TOWNS

FROM: BETSY HARRELL, COUNTY CLERK

RE: 2024 CERTIFICATION OF ASSESSMENT DATA (MILLAGE ROLLBACK)

In accordance with A.C.A. §26-26-402, et seq., the attached documents are being provided to your taxing entity by the County Clerk's office.

1. Base Year Certification of Assessment Data on Real Estate
This Certificate is for Benton County, and is being sent as required by law, showing the data required. (1 page) This certificate is for you to keep.
2. Base Year Millage Rollback Computation and Certification – A.C.A. §26-26-404
This document shows the computation of the real estate rollback of millage rates as prepared by our office using the rollback test data sheet provided to us by the Arkansas Assessment Coordination Division. We are also enclosing a blank form if you wish to perform the calculations yourself.

The Mayor and City Clerk should sign the Computation and Certification form, date it, and return to the office of the County Clerk no later than **Monday, November 18, 2024**.

Any questions regarding the rollback process may be directed to your entity's legal counsel.

ROGERS OFFICE
2111 W. WALNUT
(479) 636-3727
FAX (479) 636-4922

ROGERS ARCHIVES
2111 W. WALNUT
(479) 636-1037
FAX (479) 636-1053

SILAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
FAX (479) 524-8534

26-26-403 Certification of Assessed Value Data (Cities Form)

Base Year Certification of Assessment Data on Real Estate

Please review

Springdale

Enter Information only in green fields.
Once Information is entered, form 26-26-404 below will be automatically completed.

COUNTY:

Benton

TAXING UNIT:

Springdale

DATE:

10/09/24

Ex. 00/00/xxxx

1. Total Assessment

244,202,441

Current Year Real Property Value from Rollback Test
(Auto filled)

2. Total Newly Discovered
Property List

13,695,428

Newly Discovered number for School District
(Auto filled)

3. Total Taxes Certified
for Collection

Previous Year Real Property Value multiplied by Present millage rate

Previous Year Real Property Value From Rollback Test

212,429,174 (Auto filled)

0.00570 5.700 Present Millage Rate

1,210,846 1,210,846 Ex. If millage rate is 59 mills
enter 59

4. Millage Levy for
General

0.00470 4.7

5. Other

0.00050 0.5

6. Other

0.00050 0.5

7. Other

-

Total Millage

0.00570 5.70 Mills

County Clerk Certification:

Betsy Harrell

Page 106

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

Base Year Millage Rollback Computation and Certification Form

COUNTY: Benton

TAXING UNIT: Springdale

DATE: 9-Oct-24

1. Compute the following to discover total of reassessed property:
- a. Total base year assessments

244,202,441
- b. Less newly discovered, new construction properties

13,695,428
- c. Equals total reassessed properties

230,507,013
2. Compute the following to find the zero-increase millage adjustment:
- a. Base-year taxes certified for collection

1,210,846
- b. Divided by reassessed properties

230,507,013
- c. Equals zero-increase millage

0.005253
3. Compute the following to find the percentage of newly discovered property:
- a. Newly discovered, new construction properties

13,695,428
- b. Divided by total assessed properties

244,202,441
- c. Equals percent newly discovered

5.6100%
4. Millage adjustment option:
- a. Maximum increase option

10.0%
- b. Minus newly discovered property percentage

5.6100%
- c. Allowable optional millage increase

4.3900%
5. To compute millage adjustment option if applicable:
- a. Rolled back zero-base millage

0.005253
- b. Times allowed optional millage increase percent

1.044
- c. Equals indicated overall millage of

0.005484
6. Each tax source or levy shall be adjusted by applying the following computed multipliers and adjusting to the next highest one-tenth (1/10) mill:
- a. Overall millage from 5.c above or 2c

0.005484
- b. Divided by previous millage prior to base year

0.0057
- c. Equals multiplier

0.9622

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

Tax Source	Previous Millage	x	Multiplier	=	Adjusted Millage /	Rounded Millage
M & O	0.00470	x	0.9622	=	0.004522	0.00453
Debt	0.00050	x	0.9622	=	0.000481	0.00049
Other	0.00050	x	0.9622	=	0.000481	0.00049
Other	-	x	0.9622	=	-	-
Other		x	0.9622	=	-	-
Total of Millage				=	0.00551	Rollback
Please review						

CERTIFICATION: SIGNATURES

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY
CLERK TO FILE A CLEAN-UP LIEN FOR
THE REMOVAL OF OVERGROWN BRUSH
AND DEBRIS ON PROPERTY LOCATED
WITHIN THE CITY OF SPRINGDALE,
ARKANSAS AND DECLARING AN EMERGENCY**

WHEREAS, the following real property located in
Springdale, Washington County, Arkansas, is owned as set out below:

PROPERTY OWNER: EDC Realty LLC

LEGAL DESCRIPTION: Lots 1-A of the replat of Lots 1, 2, 3, 4, 5 and 6, Block 2, Central Village, Springdale, Arkansas, as per replat of said addition on file at Plat Book 16 page 112 of the records of the Washington County Circuit Clerk and Recorder, Fayetteville, Arkansas. Also, an access easement for ingress and egress from Lot 2-A to Lot 1-A, along the existing asphalt roadway, beginning at the intersection of White Road and the West boundary of Lot 2-A, and following the existing roadway to the South boundary of Lot 1-A, as reflected in the replat of Central Village, Springdale, AR, as recorded at Plat Book 16, at page 112 of the records of Washington County, Arkansas, and the boundary survey of Bailey Surveying, recorded April 13, 2022, at Document No. 2022-12334 of the records of Washington County, Arkansas, subject to easements, rights-of-way, and restrictions of record, if any.

LAYMAN'S DESCRIPTION: 777 White Road, Springdale, AR 72762

PARCEL NO.: 815-33984-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$2,065.28 clean-up costs and \$30.06 administrative costs – 777 White Road

WHEREAS, the property owners have been given at least 30 days written notice of the public hearing in accordance with Ark. Code Ann. §14-54-903, as shown in the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-904 authorizes the City Council to assert a clean-up lien on these properties to collect the amounts expended by the City in cleaning up these properties;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-54-904, the City Council certifies that the following real property shall be placed on the tax books of the Washington County Tax Collector as delinquent taxes and collected accordingly:

\$2,095.34 plus 10% for collection – 777 White Road. (815-33984-000)

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 12th day of November, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2401581



Date: 05/10/2024
Status: Abated
Property: 777 WHITE RD
City, State, Zip: ,

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 05/10/2024
Abatement Start Time: 8:00
Abatement End Time: 9:00

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$135.00
Equipment Rate	\$270.00
Total Fee: \$523.32	

Method of Compliance: Property was mowed with 2 brush hogs and then finished mow with 2 mowers. 3 full time employees and 3 temp. employees.

Logan West
Code Enforcement Officer

05/10/2024
Date



City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2402859



Date: 06/14/2024
Status: Abated
Property: 777 WHITE RD
City, State, Zip: ,

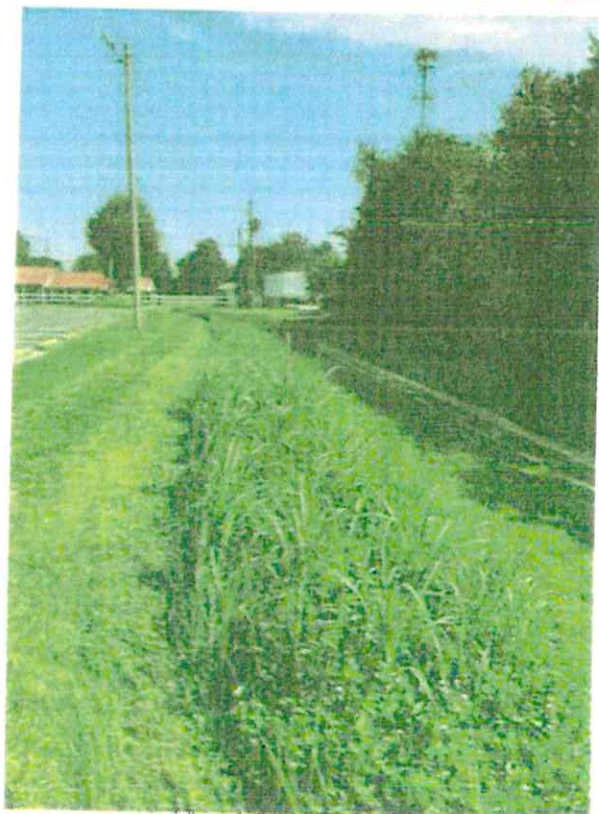
Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 06/14/2024
Abatement Start Time: 1030
Abatement End Time: 1115

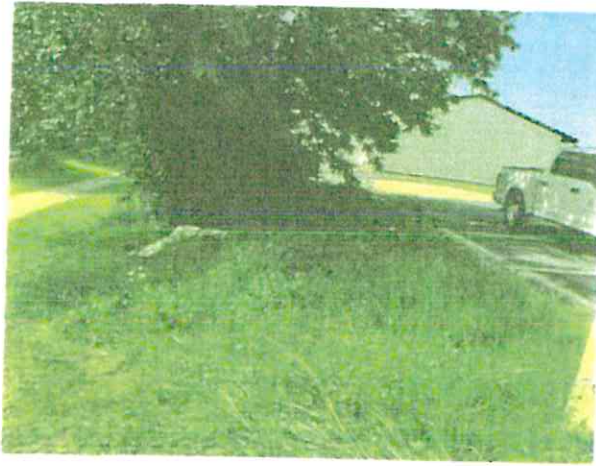
Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$175.00
Equipment Rate	\$439.00
Total Fee: \$732.32	

Method of Compliance: Property was mowed by 1 brush hog and City Employee and then finished mowed with 3 full time employees and 3 temps. 3 trucks and trailers used and 5 mowers.

Logan West
Code Enforcement Officer

06/14/2024
Date





City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2403775



Date: 07/22/2024
Status: Abated
Property: 777 WHITE RD
City, State, Zip: ,

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 07/19/2024
Abatement Start Time: 100 pm
Abatement End Time: 200 pm

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$100.00
Equipment Rate	\$180.00
Total Fee: \$398.32	

Method of Compliance: Property was mowed to bring into compliance.

3 full time City Employees
2 tractors and brush hogs.

Logan West
Code Enforcement Officer

07/19/2024
Date



City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2404845



Date: 08/30/2024
Status: Abated
Property: 777 WHITE RD
City, State, Zip: ,

Officer on Site: Logan West
Abatement Type: Lien
Abatement Date: 08/29/2024
Abatement Start Time: 0800
Abatement End Time: 0900

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$90.00
Equipment Rate	\$203.00
Total Fee: \$411.32	

Method of Compliance: Property was mowed and brought into compliance.

2 Full time City Employees
2 Temps
1 Kabota mower
1 Tractor & brush hog

Logan West
Code Enforcement Officer

08/30/2024
Date

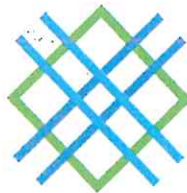


Ernest B. Cate
City Attorney
ecate@springdalear.gov

Taylor Samples
Senior Deputy City Attorney
tsamples@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov



SPRINGDALETM
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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

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

Steve Helms
Investigator
shelms@springdalear.gov

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

Christy Pinalto
File/Discovery Clerk
cpinalto@springdalear.gov

September 30, 2024

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL**

EDC Realty LLC
249 N. Main St. Ste B
Cave Springs, AR 72718-7114

RE: Notice of clean-up lien on property located at 777 White Road, Springdale,
Washington County, Arkansas, Tax Parcel No. 815-33984-000

Dear Property Owner/Lienholder:

On August 29, 2024, a notice was posted on property located at 777 White Road, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on April 25, 2024 that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about May 10, June 14, July 22 and August 30, 2024. As of this date, the total costs incurred by the City of Springdale to clean this property are \$2,065.28. I have enclosed invoices evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$7.53 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before November 6, 2024 a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the

clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, November 12, 2024, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

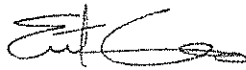
Please remit the total sum of \$2,080.34, which includes \$2,065.28 for cleaning up the property and \$15.06 for certified mailing to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

If you desire to contest the amount sought above, you will need to contact Neighborhood Services Division at 479-756-7712 for an appointment and you will be given a court date in Springdale District Court where you will have the opportunity to state your case before the District Court Judge.

This letter is also being mailed by regular mail to EDC Realty LLC at the address above. Delivery of that letter by the U.S. Postal Service shall warrant service should the certified letter be returned.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Ernest B. Cate', written in a cursive style.

Ernest B. Cate
City Attorney

Enclosures
EBC:dp

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

EDC Realty LLC
249 N. Main St. Ste B
Cave Springs, AR 72718-7114



9590 9402 8146 3030 4444 05

2. Article Number (Transfer from service label)

9589 0710 5270 1057 1511 55

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

SALUD TORRES

C. Date of Delivery

10/4/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

777 White Road

Office of the
City Attorney
201 North Spring Street
Springdale, Arkansas 72764

United States Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

9590 9402 8146 3030 4444 05



USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

The City Council of the City of Springdale met in session on Tuesday, October 22, 2024 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3
Amelia Taldo	Ward 4
Jeff Watson	Ward 3
Mike Overton	Ward 2 (absent)
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
Patsy Christie	Planning Director
Mike Chamlee	Buildings Director
James Smith	Public Works Director
Blake Holte	Fire Chief
Anna McKinney	Mayor’s Admin. Asst.

APPROVAL OF MINUTES

Council Member Taldo moved the minutes of the October 8, 2024 City Council meeting be approved as presented. Council Member Harriman made the second.

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

MISCELLANEOUS REPORTS, ANNOUNCEMENTS AND COMMENTS

Jay Sego, Vice President of Economic Development with the Springdale Chamber of Commerce, presented the Chambers 3rd Quarter 2024 Report.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

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

LAND USE PLAN UPDATE

Planning Director Patsy Christie announced public input sessions are being held regarding the 2024 Comprehensive Land Use Plan, from October 22, 2024 through November 30, 2024.

ORDINANCE NO. 6009 – ACCEPTING THE FINAL PLAT (FP24-10) OF HACKBERRY WOODS, TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Patsy Christie presented an Ordinance accepting the final plat (FP24-10) of Hackberry Woods, to the City of Springdale, Arkansas, and declaring an Emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 6009.

ORDINANCE NO. 6010 – AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-46) 8.91 ACRES OWNED BY DIXIELAND 412, LLC, LOCATED WEST OF CHIEF TRUMAN BREWER STREET AND NORTH OF GRAHAM ROAD FROM AGRICULTURAL DISTRICT (A-1) TO WAREHOUSE DISTRICT (W-1), AND DECLARING AN EMERGENCY

Patsy Christie presented an Ordinance amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-46), 8.91 acres owned by Dixieland 412, LLC, located west of Chief Truman Brewer Street and north of Graham Road from Agricultural District (A-1) to Warehouse District (W-1), and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

After the vote was taken, motion carried by 6-1. Council Member Bailey voted no.

The Ordinance was numbered 6010.

ORDINANCE NO. 6011 – AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R24-48), 1.87 ACRES OWNED BY SAMARITAN COMMUNITY CENTER, LOCATED AT 1520 W. HUNTSVILLE AVENUE, FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO INSTITUTIONAL DISTRICT (P-1), AND DECLARING AN EMERGENCY.

Patsy Christie presented an Ordinance amending Ordinance No. 3307 the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R24-46), 1.87 acres owned by Samaritan Community Center, located at 1520 W Huntsville Avenue, from Low/Medium Density Single Family Residential District (SF-2) to Institutional District (P-1), and declaring an emergency.

Planning Commission recommended approval at their meeting.

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

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

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

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

The Ordinance was numbered 6011.

RESOLUTION NO. 141-24 – APPROVING A WAIVER (W24-21) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO GREG CROW, IN CONNECTION WITH 3215 N 56TH STREET, A SINGLE-FAMILY DWELLING

Planning Director Patsy Christie presented a resolution approving a waiver (W24-21) of street improvements, drainage, curbs, gutters, and sidewalks as set forth in Ordinance No. 3725 to Greg Crow, in connection with 3215 N 56th Street, a single-family dwelling.

Planning Commission recommended approval at their meeting.

Council Member Bailey moved the Resolution be adopted with Option 1. Council Member Taldo made the second.

RESOLUTION NO. 141-24

A RESOLUTION APPROVING A WAIVER (W24-21) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO GREG CROW IN CONNECTION WITH 3215 N. 56TH STREET, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W24-21) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W24-21) of street improvements to N. 56th Street including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 3215 N. 56th Street, a single-family dwelling, 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 (W24-21) of street improvements to N. 56th Street including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 3215 N. 56th Street, a single-family dwelling.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

The Resolution was numbered 141-24.

RESOLUTION NO. 142-24 – APPROVING A WAIVER (W24-22) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO VICK ENTERPRISES, LLC, IN CONNECTION WITH 3114 OLD WIRE ROAD, A MULTI-FAMILY DWELLING (DUPLEX)

Planning Director Patsy Christie presented a resolution approving a waiver (W24-22) of street improvements, drainage, curbs, gutters, and sidewalks as set forth in Ordinance No. 3725 to Vick Enterprises, LLC, in connection with 3114 Old Wire Road, a multi-family dwelling (duplex).

Mrs. Christie stated Planning Commission recommended payment in lieu of improvements.

Council Member Taldo moved the Resolution be adopted with Option 3. Council Member Harriman made the second.

RESOLUTION NO 142-24

A RESOLUTION APPROVING A WAIVER (W24-22) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO VICK ENTERPRISES, LLC IN CONNECTION WITH 3114 OLD WIRE ROAD, A MULTI-FAMILY DWELLING (DUPLEX).

WHEREAS, Ordinance #3047 provides for the waiver (W24-22) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights 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 (W24-22) of street improvements to Old Wire Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 3114 Old Wire Road, a multi-family dwelling (duplex), and the Planning Commission recommends approval of the waiver request with a payment in lieu of improvements.

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

Option 3: Approves payment in lieu of improvements to Old Wire Road in connection with 3114 Old Wire Road, a multi-family dwelling (duplex) with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

After the vote was taken, motion carried 6-1. Council member Bailey voted no.

The Resolution was numbered 142-24.

RESOLUTION NO. 143-24 – AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM DONALD LOURIE AND TALITHA LOURIE FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD TO COUNTY LINE RD). PROJECT NO. 23BPS4

Council Member Jeff Watson presented a resolution authorizing the expenditure of funds to acquire property from Donald Lourie and Talitha Lourie for the Gene George Blvd Extension Project (Elm Springs Rd to County Line Rd), Project No. 23BPS4.

RESOLUTION NO. 143-24

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM DONALD LOURIE AND TALITHA LOURIE FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 18 and 18A), said lands being owned by Donald Lourie and Talitha Lourie, also known as Benton County Tax Parcel No. 21-00167-801 and 21-00167-800, located at 2919 and 2923 N. 56th Street, Springdale, Benton County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the easements across the Property, as determined by an appraisal, is \$337,200.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$365,900.00 to acquire the easements across the Property, said amount being justified by an appraisal obtained by the Property owner; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$28,700.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements needed across the aforementioned parcels of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 18 and 18A), said lands being owned by Donald Lourie and Talitha Lourie, for the total sum of \$365,900.00 to be paid from the 2023 Street Bond.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 143-24.

RESOLUTION NO. 144-24 – AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A COST SHARE AGREEMENT WITH THE CITY OF FAYETTEVILLE FOR A RAILROAD CROSSING ELIMINATION STUDY.

Council Member Jeff Watson presented a resolution authorizing the Mayor and City Clerk to enter into a Cost Share Agreement with the City of Fayetteville for a Railroad Crossing Elimination Study.

RESOLUTION NO. 144-24

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN COST SHARE AGREEMENT WITH THE CITY OF FAYETTEVILLE FOR A RAILROAD CROSSING ELIMINATION STUDY.

WHEREAS, the city of Springdale, city of Fayetteville and A&M railroad were successfully awarded a Federal Rail Administration Railroad Crossing Elimination Grant to study a 14-mile corridor of the A&M railroad to identify feasible safety improvements at various street crossings;

WHEREAS, the proportionate share of the local match for Springdale is \$81,600;

WHEREAS, the resolution 11-24 authorized the agreement between the three parties;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to enter into the cost share agreement with the City of Fayetteville for \$81,600 with the funds being paid out of the General Fund to count against the funds committed to A&M railroad Maple Ave crossing agreement.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

After the vote was taken, motion carried 6-1. Fougrousse voted no.

The Resolution was numbered 144-24.

RESOLUTION NO. 145-24 – AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT.

Council Member Brian Powell presented a resolution amending the 2024 budget of the City of Springdale Police Department for vehicle maintenance.

RESOLUTION NO. 145-24

A RESOLUTION AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE POLICE DEPARTMENT

WHEREAS, the Police Department has received funds that have not been appropriated from vehicle and building insurance settlements, and

WHEREAS, the Police Chief has requested that these funds be appropriated for vehicle maintenance,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2024 Budget of the City of Springdale Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	Present	Proposed	
			<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Police	101-0501-421.51-11	Vehicles Maintenance	\$175,000.00	\$60,000.00	\$235,000.00

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 145-24.

RESOLUTION NO. 146-24 – TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLE EQUIPMENT FOR 12 NEW PATROL VEHICLES IN THE SPRINGDALE POLICE DEPARTMENT; AND TO WAIVE COMPETITIVE BIDDING.

Council Member Brian Powell presented a resolution to appropriate funds for the purchase of vehicle equipment for 12 new patrol vehicles in the Springdale Police Department; and to waive competitive bidding.

RESOLUTION NO. 146-24

A RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLE EQUIPMENT FOR THE SPRINGDALE POLICE DEPARTMENT; AND TO WAIVE COMPETITIVE BIDDING.

WHEREAS, the Springdale Police Department recently purchased 12 new patrol vehicles and is in need of the vehicle equipment needed in order to ready these vehicles for use;

WHEREAS, a portion of the vehicle equipment is available on the Arkansas buy board which allows the governing body to waive competitive bidding;

WHEREAS, a portion of the vehicle equipment costs was determined by using the bid process pursuant to Arkansas law;

WHEREAS, the Springdale Police Department requests to purchase vehicle equipment; and

WHEREAS, quotes/bids have been obtained as follows:

Emergency Equipment Upfit (Superior Auto Group – bid process)	\$162,103.26
Getac MDTs/Equipment (Midwest Public Safety Group – buy board)	\$ 61,824.00

Vehicle Wraps for 12 New Police Interceptors	\$ 8,889.75
Additional Equipment for 12 New Police Interceptors	\$ 3,403.26

TOTAL FOR ALL EQUIPMENT	\$236,220.27

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

1. Competitive bidding is hereby waived for the aforementioned vehicle equipment which was obtained via the Arkansas buy board.
2. Superior Auto Group was the lowest responsible bidder for the aforementioned vehicle equipment that was placed out for bid, and therefore is awarded the contract for that particular vehicle equipment.
3. The Mayor is hereby authorized to execute any contracts related to the purchase of the aforementioned vehicle equipment in an amount not to exceed \$236,220.27, to be paid from the unrestricted General Fund.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 146-24.

RESOLUTION NO. 147-24 – AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND ACCEPTING A GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE SMITH-SEARCY HOUSE AT THE SHILOH MUSEUM.

Council Member Brian Powell presented a resolution authorizing the execution of a grant agreement and accepting a grant from the Arkansas Historic Preservation Program for the Smith-Searcy House at the Shiloh Museum.

RESOLUTION NO. 147-24

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT AND ACCEPTING A GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE SMITH-SEARCY HOUSE AT THE SHILOH MUSEUM.

WHEREAS, the Shiloh Museum has applied for a grant from the Arkansas Historic Preservation Program for repairs to the Smith-Searcy House located on museum property ("the Project");

WHEREAS, the Arkansas Historic Preservation Program has awarded the Shiloh Museum a grant for the Project in the amount of \$44,089.00; and,

WHEREAS, the Shiloh Museum wishes to obtain authorization to execute the Grant Agreement associated with the grant awarded for the Project, Grant #25-HPRG-24.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT the Mayor and City Clerk/Treasurer are hereby authorized to accept and sign the Grant Agreement for a grant in the amount of \$44,089.00 from the Arkansas Historic Preservation Program to be used for repairs to the Smith-Searcy House located on museum property.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 147-24.

RESOLUTION NO. 148-24 - GRANTING A CONSERVATION AND HISTORIC PRESERVATION EASEMENT TO THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE SMITH-SEARCY HOUSE AT THE SHILOH MUSEUM.

Council Member Brian Powell presented a resolution granting a Conservation and Historic Preservation Easement to the Arkansas Historic Preservation Program for the Smith-Searcy House at the Shiloh Museum.

RESOLUTION NO. 148-24

A RESOLUTION GRANTING A CONSERVATION AND HISTORIC PRESERVATION EASEMENT TO THE ARKANSAS HISTORIC PRESERVATION PROGRAM FOR THE SMITH-SEARCY HOUSE AT THE SHILOH MUSEUM.

WHEREAS, the Shiloh Museum has applied for a grant from the Arkansas Historic Preservation Program for repairs to the Smith-Searcy House located on museum property ("the Project");

WHEREAS, the Arkansas Historic Preservation Program has awarded the Shiloh Museum a grant for the Project in the amount of \$44,089.00 (Grant #25-HPRG-24);

WHEREAS, once of the conditions of the grant is the conveyance of a conservation and historic preservation easement on the Smith-Searcy House property to the Arkansas Historic Preservation Program; and,

WHEREAS, the conservation and historic preservation easement allows the City of Springdale to retain ownership and possession of this historic property while granting the Arkansas Historic Preservation Program the authority to protect the historical and architectural characteristics of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, THAT a conservation and historic preservation

easement on the Smith-Searcy House property be conveyed to the Arkansas Historic Preservation Program.

PASSED AND APPROVED this 22nd day of October, 2024.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk/Treasurer

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

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

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

The Resolution was numbered 148-24.

ORDINANCE NO. 6012 - AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, ARKANSAS AND DECLARING AN EMERGENCY

Ernest Cate presented and ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Arkansas and Declaring an Emergency. The ownership and property address is listed below:

Stephen K. & Joanne Walston, located at 2302 Ina Avenue, Parcel # 815-26708-000

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

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

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

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

The Ordinance was numbered 6012.

DEPARTMENT HEAD COMMENTS

Public Works Director James Smith announced the railroad crossing and drainage at Shady Grove Road will be started next Monday at 6:00 a.m. The road will be closed.

ADJOURNMENT

Council Member Powell 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 6:24 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer