

CITY OF SPRINGDALE
Committee Agenda
Monday, December 4th, 2023
City Council Chambers (2nd Floor)
201 Spring Street, Springdale, AR 72764
Meetings begin at 5:30p.m.

1. **A Presentation** by Northwest Arkansas Industries for Education DBA Business and Industry Training.

Finance Committee by Chairwoman Amelia Williams

2. **A Resolution** to authorize a subaward to Business and Industry Training from the City of Springdale's American Rescue Plan Act (ARPA) Funds to help fund costs associated with increasing City of Springdale, Arkansas, participation in their Workforce Development and Job Training Program. Presented by Cody Loerts, Finance Director. Pgs. 1-7
3. **A Resolution** authorizing the grant of easements to the Arkansas Department of Transportation over and across property owned by the Springdale Water & Sewer Commission, Benton County, Arkansas, and concurring with the amount of compensation related thereto. Presented by Ernest Cate, City Attorney. Pgs. 8-9
4. **A Resolution** authorizing the expenditure of funds to acquire land from Eso Properties, LLC for the Senior Center Project (2023 Bond Project No. 23BSC1). Presented by Ernest Cate, City Attorney. Pgs. 10-12
5. **A Resolution** authorizing the purchase of various city vehicles. Presented by Colby Fulfer, Chief of Staff. Pg. 13
6. **A Resolution** amending the 2024 Budget of the City of Springdale, Arkansas. Presented by Colby Fulfer, Chief of Staff. Pg. 14

7. **A Resolution** authorizing the Mayor and City Clerk to enter into a contract for consultant services with Meshek & Associates for design and construction services for Parson Hills Drainage Replacement. Presented by Ben Peters, Engineering Director. Pgs. 15-28

Parks and Recreation Committee by Chairman Mike Lawson

8. **A Resolution** authorizing the purchase of fencing, dugout benches, and other field improvements for the Springdale Parks and Recreation Department (2023 Bond Project No. 23BPP6). Presented by Chad Wolf, Parks and Recreation Director. Pgs. 29-35

Ordinance Committee by Chairman Mike Overton

9. **An Ordinance** amending Chapter 50 Floods, Article II Flood Damage Prevention, Section 50-27. Amendments of the Springdale Code of Ordinance; Declaring an Emergency; and for other purposes. Presented by Katie Hollingshead, Engineering Department. Pgs. 36-37

Police and Fire Committee by Chairman Brian Powell

10. **A Resolution** authorizing the purchase of a K-9 for the Springdale Police Department. Presented by Frank Gamble, Police Chief. Pgs. 38-47

Committee of the Whole

11. **A Discussion** of a petition for a street name change from Christian Avenue to Neals Café Avenue. Presented by Ernest Cate, City Attorney.
12. **A Discussion** of a petition for a street name change from Animal Emergency Drive to Metroplex Drive. Presented by Ernest Cate, City Attorney.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE A SUBAWARD TO BUSINESS AND INDUSTRY TRAINING FROM THE CITY OF SPRINGDALE'S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO HELP FUND COSTS ASSOCIATED WITH INCREASING CITY OF SPRINGDALE, ARKANSAS PARTICIPATION IN THEIR WORKFORCE DEVELOPMENT AND JOB TRAINING PROGRAM

WHEREAS, the City of Springdale, Arkansas has been directly affected by the COVID-19 global pandemic;

WHEREAS, the COVID-19 pandemic has highlighted a need for a trained labor force for essential industries;

WHEREAS, the citizens of City of Springdale, Arkansas could benefit from job training and other assistance to move to jobs that provide better opportunities for economic advancement;

WHEREAS, NORTHWEST ARKANSAS INDUSTRIES FOR EDUCATION DBA Business and Industry Training, or BIT operates a workforce development and job training program that connects participants with educational opportunities to increase their skill sets so they are qualified for higher paying jobs in essential industries;

WHEREAS, Northwest Arkansas Industries For Education DBA Business and Industry Training desires to increase Springdale participation in its workforce development and job training program;

WHEREAS, the City of Springdale, Arkansas desires to use a portion of the American Rescue Plan Act (ARPA) funds awarded to the City to make a subaward to Northwest Arkansas Industries For Education DBA Business and Industry Training to increase participation of Springdale residents in its workforce development and job training program;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that \$332,350.00 be awarded to Northwest Arkansas Industries For Education DBA Business and Industry Training for the purpose of increasing Springdale participation in its workforce development and job placement program, in accordance with eligible use of funds as defined by ARPA; and the Mayor and City Clerk are hereby authorized to execute a Grant Award Agreement for the same.

PASSED AND APPROVED this _____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Memorandum of Eligibility 015, City of Springdale

November 29, 2023

Purpose

The purpose of the memo is to define the conditions under which the obligation and expenditure of federal funds awarded to the City of Springdale, AR (the City) are eligible for use under the terms and conditions of the State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act (ARPA).

Background

The SLFRF was established in Section 9901 of ARPA (Public Law No. 117-2) signed into law on March 11, 2021. The SLFRF is administered by the United States Department of Treasury (Treasury) to provide metropolitan cities, non-entitlement units of local government, and counties with funds to mitigate the effects from the COVID-19 public health emergency. The City has received an SLFRF award totaling \$21,351,596 to be used to aid in the recovery of the public health and economic impacts of the COVID-19 pandemic on the City and its residents.

Intended Uses of Funds

Northwest Arkansas Industries for Education, Inc. (dba Business and Industry Training), an Arkansas-based 501(c)(3), was established in 1996 to provide short-term, hands-on industrial maintenance training. BIT offers training programs for a fee to individuals. BIT intends to provide 50 scholarships over a three-year period, ten scholarships for each of five targeted employee groups:

- high school students interested in entering the manufacturing workforce
- currently employed individuals displaced by the lockdowns initiated at the start of the COVID-19 pandemic and now barred by new qualification standards
- unemployed individuals interested in acquiring skills that will improve their chances of being hired
- individuals transitioning from incarceration
- individuals with mobility limitations and special needs

Definitions

For the purpose of this memo, the following terms are defined pursuant to applicable statute, administrative rule, or guidance.

Federal award means the Federal financial assistance that a recipient receives directly from a Federal awarding agency. (2 C.F.R. 200.1)

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity. (2 C.F.R. 200.1)



Non-Federal entity means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. (2 C.F.R. 200.1)

Recipient means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. (2 C.F.R. 200.1)

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity (aka, recipient) to carry out part of a Federal program on behalf of the recipient with the recipient's Federal award funding. Recipients are responsible for monitoring and overseeing the subrecipient's use of transferred SLFRF to ensure the subrecipient complies with the statutory and regulatory requirements and the terms and conditions of the award. (2 C.F.R. 200.1)

Beneficiary means an individual or entity impacted by the COVID-19 pandemic that directly benefits from the receipt of SLFRF. (31 C.F.R. Part 35)

Statute and Guidance

Section 9901 of ARPA provides the statutory basis for the SLFRF by creating an amendment to Title VI of the Social Security Act (42 U.S.C. 801 et seq.) that added "Sec. 603. Coronavirus Local Fiscal Recovery Fund." Sec. 603(c)(1)(A) provides that cities can use SLFRF awards:

to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Standards for Identifying a Negative Economic Impact

On January 27, 2022, Treasury issued in the Federal Register the Coronavirus State and Local Fiscal Recovery Funds Final Rule (31 CFR Part 35) (the Final Rule). The Final Rule encompasses the administrative rules for the SLFRF and includes clarification on various aspects of the eligible use categories. Specifically, in reference to responses to negative economic impacts, the Final Rule states:

when assessing whether a program or service is an eligible use to respond to the negative economic impacts of the COVID–19 public health emergency, Treasury will consider the two eligibility requirements discussed below.

First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID–19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID–19 public health emergency. ...

Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact. This approach is consistent with the text of the statute, which provides that funds may be used to "respond to" the "negative economic impacts" of the



public health emergency “including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.”...

Responses must be reasonably designed to benefit the individual or class that experienced the negative economic impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiary and the ability of the response to address the impact or harm experienced by that beneficiary.

Responses must also be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Reasonably proportional refers to the scale of the response compared to the scale of the harm. It also refers to the targeting of the response to beneficiaries compared to the amount of harm they experienced...

Treasury’s Final Rule further clarifies:

a recipient may award SLFRF funds to an entity that did not experience a negative economic impact in order to implement a program or provide a service to beneficiaries on its behalf. Such transfers, when implementing a public health or negative economic impact response, should be responsive to and designed to benefit individuals, households, small businesses, nonprofits, or impacted industries that did experience a public health or negative economic impact. ...

Treasury notes that recipients may award SLFRF funds to many different types of organizations to carry out eligible uses of funds and serve beneficiaries on behalf of a recipient. When a recipient provides funds to another entity to carry out eligible uses of funds and serve beneficiaries the entity becomes a subrecipient...

Furthermore, as noted by the Treasury’s Final Rule:

Recipients only need to assess whether the beneficiaries experienced a negative economic impact and whether the eligible use responds to that impact, consistent with the two-part framework described above; the organization carrying out the eligible use does not need to have experienced a negative economic impact if it is serving as the vehicle for reaching the beneficiaries. When making determinations about how to implement a program, recipients should consider whether that method of program implementation is an effective and efficient method to implement the program and do so in accordance with the Uniform Guidance provisions that govern procurements and sub-granting of federal funds, as applicable.

Workforce Development Response to Negative Economic Impacts

The Final Rule maintains eligible services to address workforce development first enumerated in the Interim Final Rule.

The interim final rule included assistance to unemployed workers as an enumerated eligible use, including “services like job training to accelerate rehiring of unemployed workers.” Treasury provided further guidance, based on recipient questions after the interim final rule, that eligible uses under this section also include “other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly



employed workers[,]” as well as assistance to unemployed workers seeking to start small businesses. Finally, further guidance also provided that “public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training” are all enumerated eligible uses as assistance to unemployed or underemployed workers.

The interim final rule defined eligible beneficiaries of assistance as “individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want are available for full-time work.” This definition is based on definitions used by the Bureau of Labor Statistics to define individuals currently unemployed, as well as persons marginally attached to the labor force and working part-time for economic reasons. The latter two classifications are types of labor underutilization, or “underemployed” workers. Finally, the interim final rule specified that assistance to unemployed workers included both workers who lost their job during the pandemic and resulting recession and workers unemployed when the pandemic began who saw further deterioration of their economic prospects due to the pandemic.

Treasury’s Final Rule also states:

...recognizing that the pandemic has generated broad workforce disruption, ... Treasury is making clear that recipients may provide job training or other enumerated types of assistance to individuals that are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement.

Uniform Guidance Cost Principles

Uniform Guidance cost principles enumerates factors affecting allowability of costs:

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.*
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.*
- (c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.*
- (d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.*
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.*
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.*
- (g) Be adequately documented.*



(h) Cost must be incurred during the approved budget period.

Lastly, the Final Rule permits SLFRF funds to be used for eligible costs incurred beginning March 3, 2021 which are obligated no later than December 31, 2024 and expended no later than December 31, 2026.

Eligibility Assessment

According to Deloitte and The Manufacturing Institute, the U.S. manufacturing industry lost approximately 1.4 million jobs at the start of the COVID-19 public health emergency and has struggled to recover fully from the pandemic, in part due to skilled labor shortages.¹ To address the manufacturing industry skills gap issue in Northwest Arkansas, BIT has expressed a desire to offer 50 scholarships over a three-year period to five targeted employee groups:

- high school students interested in entering the manufacturing workforce
- currently employed individuals displaced by the lockdowns initiated at the start of the COVID-19 pandemic and now barred by new qualification standards
- individuals transitioning from incarceration
- unemployed individuals interested in acquiring skills that will improve their chances of being hired
- individuals with mobility limitations and special needs

The proposed scholarships are associated with five distinct plans of study and range in value from \$2,000 to \$11,650 per person.

BIT has provided workforce training for the manufacturing industry in Northwest Arkansas for over 25 years. Workers who earn technical certifications through BIT are often granted a pay raise by their employers. Current course offerings are recognized by over 30 manufacturing companies in the region. In response to the manufacturing industry's need for employees with more advanced technological skills, BIT intends to enhance their curriculum by including additional courses in automation and robotics to ensure workers are trained in the use of emerging equipment and technologies.

The City has reviewed the proposed request to fund 50 scholarships over a three-year period to combat the manufacturing industry's skilled labor shortage in Northwest Arkansas and determined the total cost meets the requirements for the allowability of costs as enumerated in Uniform Guidance, to wit:

- The provision of manufacturing workforce training is a necessary service provided to the community and a scholarship program encouraging potential and current manufacturing employees to acquire the technological skills they need to ensure career stability is a necessary component of this service to meet the needs of the manufacturing industry impacted by the pandemic;
- The costs conform to limitation or exclusions set forth in Uniform Guidance and in the statutory and administrative rules governing the SLFRF;
- The costs are consistent with the City's established policies and procedures;
- The costs will be treated as direct costs and any similar costs would have been and would be treated in the same manner;
- The costs have been estimated in accordance with generally accepted accounting principles (GAAP);
- The costs have not and will not be used to meet cost sharing or matching requirements for any other federally financed program in the current or prior period;
- The costs will be adequately documents; and

¹ Creating pathways for tomorrow's workforce today: Beyond reskilling in manufacturing, Deloitte *Insights*, May 4, 2021; [Manufacturing industry diversity | Deloitte Insights](#).



- The costs will be incurred during the approved period of performance for SLFRF.

Conclusion and Recommendations

An obligation and subaward of up to \$332,350 of SLFRF funds to BIT for the provision of a scholarship program encouraging potential and current manufacturing employees to acquire the technological skills needed to address the skilled labor issues being experienced by the manufacturing industry as a result of the pandemic is likely to be eligible, allowable, and reasonable based on the provisions of ARPA, the Treasury Final Rule, and Uniform Guidance.

Robert Hogan, CFE
Disaster Recovery Services

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE GRANT OF
EASEMENTS TO THE ARKANSAS DEPARTMENT OF
TRANSPORTATION OVER AND ACROSS PROPERTY
OWNED BY THE SPRINGDALE WATER & SEWER
COMMISSION, BENTON COUNTY, ARKANSAS, AND
CONCURRING WITH THE AMOUNT OF COMPENATION
RELATED THERETO.**

WHEREAS, the Springdale Water & Sewer Commission owns certain properties located in Benton County, Arkansas, known as Tax Parcel No. 18-08422-000 and Tax Parcel No. 18-08424-000 ("the Property");

WHEREAS, the Arkansas Department of Transportation is undertaking the Northwest Arkansas National Airport Access project, which will require that right-of-way and other related easements be acquired over and across the Property, and as shown on the attached Exhibit "A";

WHEREAS, the Springdale Water & Sewer Commission has agreed to and approved an amount of compensation to be paid for the easements obtained by ARDOT over and across the Property, in the amount of \$550,000.00, plus remnant value;

WHEREAS, pursuant to Arkansas law, the Ordinances establishing the Springdale Water & Sewer Commission reserved the power to sell or transfer real property to the Springdale City Council; and

WHEREAS, it is the desire of the City of Springdale and the Springdale Water & Sewer Commission to agree upon the terms associated with the grant of easements to ARDOT across the Property for the above-mentioned project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute any documents necessary to facilitate the granting of right-of-way and other related easements associated with the Northwest Arkansas National Airport Access project being undertaken by the Arkansas Department of Transportation, and the City hereby concurs with the amount of compensation to be paid by ARDOT for such easements, as approved by the Springdale Water & Sewer Commission, in the amount of \$550,000.00, plus remnant value.

PASSED AND APPROVED this _____ day of _____, 2023.

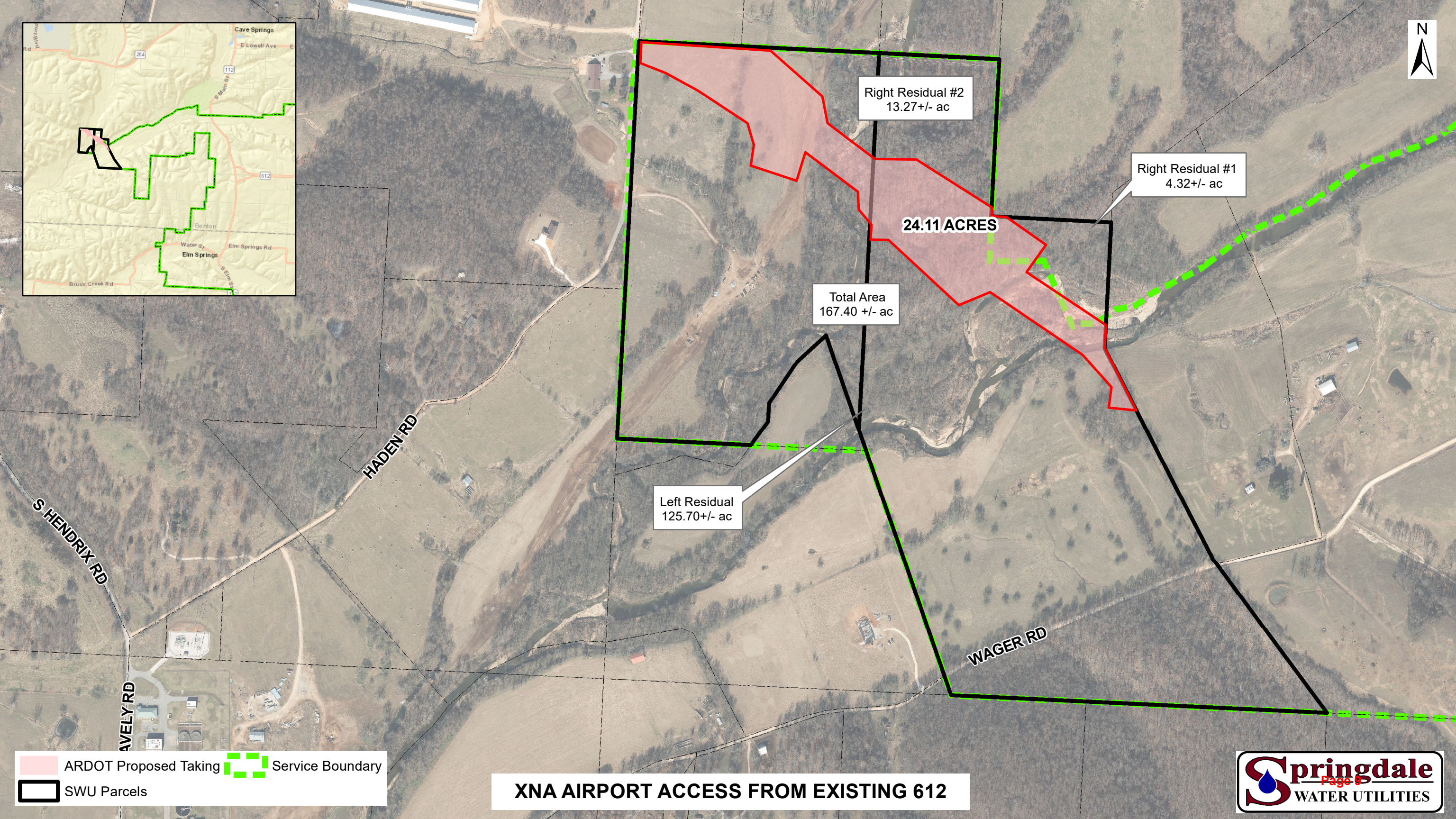
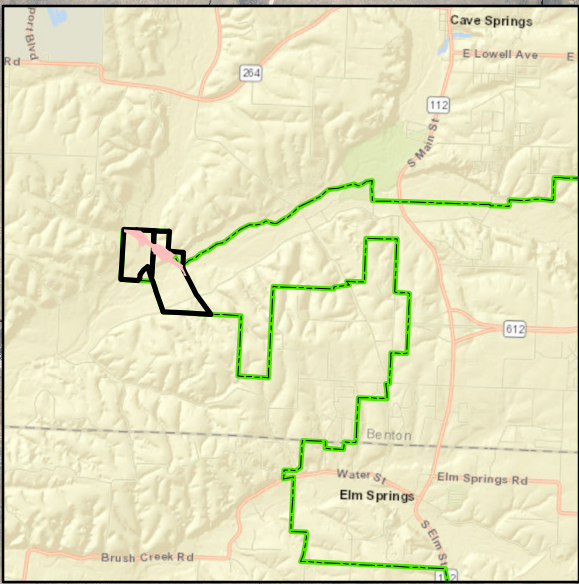
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



ARDOT Proposed Taking

Service Boundary

SWU Parcels

XNA AIRPORT ACCESS FROM EXISTING 612

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXPENDITURE
OF FUNDS TO ACQUIRE LAND FROM ESO
PROPERTIES, LLC, FOR THE SENIOR CENTER
PROJECT, PROJECT NO. 23BSC1.**

WHEREAS, the City of Springdale is in need of acquiring a parcel of land for the Senior Center Project, Project No. 23BSC1, said land being owned by ESO Properties, LLC, also known as Washington County Tax Parcel No. 815-28449-000, located at 103 Baggett St., Springdale, Washington County, Arkansas;

WHEREAS, the City of Springdale has determined by appraisal that the sum of \$120,000.00 is the estimated just compensation for the property;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$185,460.00 to acquire the land needed for the Project, said amount being justified by the nature of the property, and the increase in property values;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$65,460.00 to acquire the property needed from ESO Properties, LLC, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the parcel of land for the Senior Center Project, Project No. 23BSC1, said lands being owned by ESO Properties, LLC, for the total sum of \$185,460.00 to be paid from the 2023 Senior Center Bond.

PASSED AND APPROVED this ____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

APPRAISAL REPORT

ON

THE ESO PROPERTIES, LLC
(.25± ACRE/11,000± SQUARE FEET);
LOCATED AT 103 BAGGETT STREET,
SPRINGDALE, ARKANSAS;
WASHINGTON COUNTY

FOR

CITY OF SPRINGDALE
SPRINGDALE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

FILE NO. 6711-1

AS OF

SEPTEMBER 11, 2023

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz*

*Tom Reed, MAI • Katie Hampton • Shannon Mueller, MAI • E. P. Scruggs III
• Blake Hopper • Ann Julian*

September 13, 2023

Colby Fulfer | Chief Of Staff

City of Springdale www.springdalear.gov

201 Spring Street, Springdale, AR 72762

RE: The ESO Properties, LLC Property; Located at 103 Baggett Street, Springdale, Arkansas; Washington County

Dear Mr. Fulfer:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and made a survey of the matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised, and my fee was not contingent upon the value estimate reported.

The following real property appraisal report contains data gathered in my investigation, information from my files, and shows the method of appraisal in detail. This report is presented under the Appraisal Report Option.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the fee simple estate of the subject property, as of September 11, 2023, was as follows:

**ONE HUNDRED TWENTY THOUSAND DOLLARS
(\$120,000)**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS CITY VEHICLES.

WHEREAS, the Springdale Fire, Neighborhood Services, Parks and Recreation, Buildings, Public Works Departments desire to purchase vehicles which are essential to their day-to-day operations, and

WHEREAS, the procurement of vehicles has proven to be an impediment to fulfilling our obligation to adequately return services to our residents, and

WHEREAS, the vehicles are available to be purchased at this time;

WHEREAS, delaying the purchase until 2024 will prove to be more costly;

WHEREAS, A.C.A § 14-58-104 (17) (A) states that the governing body of a city of the first class, city of the second class, or an incorporated town may purchase the following commodities without soliciting bids: New motor vehicles purchased from a licensed automobile dealership located in Arkansas for an amount not to exceed the fleet price awarded by the Office of State Procurement and in effect at the time the municipality submits the purchase order for the same make and model motor vehicle.;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council authorized the purchase of the following vehicles for an amount not to exceed \$350,000.00 out of the Unrestricted General Fund and the Mayor is hereby authorized to execute any contracts related to the purchase.

Neighborhood Services	\$41,727.00
Fire	\$44,235.00
Parks & Rec	\$106,180.00
Buildings	\$41,885.00
Public Works	\$63,163.00
Airport	\$41,885.00

PASSED AND APPROVED this ____ day of December, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET OF THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the 2024 budget contained \$413,569.00 for vehicles for a portion of vehicles in the Fire, Neighborhood Services, Parks and Recreation, Buildings and Public Works Departments, and

WHEREAS, the administration finds it to be advantageous to procure the vehicles at this time, and

WHEREAS, the state buy boards have had difficulty fulfilling orders due to supply shortages, and

WHEREAS, waiting until 2024 would cause possible delays in securing vehicles as well as increased costs according to buy board pricing,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2024 budget is hereby amended as follows:

		Present		Proposed
<u>Department</u>	<u>Description</u>	<u>Budget</u>	<u>Decrease</u>	<u>Budget</u>
Fire	Capital Vehicle	\$212,000.00	\$137,569.00	\$74,431.00
Neighborhood Services	Capital Equipment	\$42,000.00	\$42,000.00	\$0.00
Parks and Rec	Capital Equipment	\$257,000.00	\$119,000.00	\$138,000.00
Buildings	Capital Equipment	\$49,000.00	\$49,000.00	\$0.00
Public Works	Capital Equipment	\$66,000.00	\$66,000.00	\$0.00

PASSED AND APPROVED this ____ day of December, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT FOR CONSULTANT SERVICES WITH MESHEK & ASSOCIATES FOR DESIGN AND CONSTRUCTION SERVICES FOR PARSON HILLS DRAINAGE REPLACEMENT

WHEREAS, The City of Springdale is aware of failed drainage systems in the Parson Hills Subdivision and is planning to replace all metal storm pipe with concrete pipe; and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Meshek & Associates as the most qualified firm; and

WHEREAS, the contract has been submitted for approval with a fee not to exceed \$79,060.00 for basic services and reimbursable expenses as shown in the attached documents; and

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

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

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Meshek & Associates for engineering services related to the Parson Hills Drainage Replacement for an amount not to exceed \$79,060.00.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

Section 4. The Mayor is hereby authorized to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements for this project. All settlements proposed by the Mayor that exceed the appraised value will be presented to City Council for approval.

PASSED AND APPROVED ON THE ____ DAY OF DECEMBER 2023.

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City
Attorney

OWNER INFORMATION:

Owner name: City of Springdale
Address: 201 Spring St
City: Springdale State: AR Zip: 72764
Contact: Katie Hollingshead Title: Senior Project Manager
Telephone: 479-750-8105 Fax: _____ Email: khollingshead@springdalear.gov

Nature of Owner:

☐ Individual/Sole Proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☒ Other: Municipality
State of formation (if an entity) or residence (if an individual): Arkansas
Tax ID/SSN _____

ENGINEER INFORMATION:

Engineer (company) name: Meshek & Associates, LLC
Address 1437 South Boulder Avenue, Suite 1550
City: Tulsa State: OK Zip: 74119
Contact: Adam Lesso Title: Project Manager
Telephone: 918.392.5620 Fax: 918.392.5621 Email: alesso@meshekengr.com

Nature of Engineer:

☐ Individual/Sole Proprietorship ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☐ Other: _____
State of formation (if an entity) or residence (if an individual): Oklahoma
Tax ID/SSN: 73-1322397

All invoices must be addressed and delivered to "Attn: Accounts Payable" at the appropriate address.

TERM/TERMINATION:

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Springdale (“Owner”) and

Meshek & Associates, LLC (“Engineer”).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

Parson Hills Subdivision Storm Rehab (“Project”).

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

Engineer will evaluate reported flooding near the intersection of Adrian Avenue and Mark Street and near 2101 Bluebird Drive by modeling the nearby inlets and drainage network. The attached map shows areas of concern (see Exhibit C). This work will involve developing construction drawings based on GIS and available information.

Tasks:

- Design Phase
 - Visit Site and take inventory of system to be replaced.
 - Prepare 60% Drawings for City review.
 - Prepare 100% Drawings for City approval.
 - Develop Engineer's Opinion of Probable Cost
- Construction Phase
 - Construction Administration
 - Assist in preparing bidding documents.
 - Answer all bidder questions.
 - Attend Pre-bid meeting, Bid Opening, and Pre-construction meetings.
 - Respond to all contractor requests for information.
 - Review all contractor material submittals.
 - Services During Construction
 - Conduct Site visits
 - Budgeted 10 hours per week for 20 weeks.
 - Provide weekly observation reports to City.
 - Review construction schedule and work completed.
 - Review contractor's pay applications for city approval and payment

Exclusions:

- Survey
- Acquisition of proposed Right-of-way
- Daily construction inspections

AGREEMENT:

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 90 days after receipt of Engineer's invoice, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 3.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional consulting and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its engineers may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any

application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2018 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and engineers; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and engineers from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and engineers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist engineers or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 ***Total Agreement***

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral

understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer a total of \$79,060 allocated as follows:
 1. Design Phase Lump Sum amount of \$35,660.
 2. Construction Phase Lump Sum amount of \$43,400.

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's sub-consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit A.

SIGNATURES:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement. If a person is signing below on behalf of an entity or another person, the person signing represents and warrants that he or she has been properly authorized and empowered to sign this Professional Services Agreement on behalf of that entity or other person and to bind that entity or other person to this Professional Services Agreement. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

City of Springdale

Meshek & Associates, LLC

By: _____

By:  _____

Printed Name: _____

Printed Name: Ben Fletcher

Title: _____

Title: Principal

Date: _____

Date: 11/28/2023

Consultant's License No: _____

Engineer's License No.: 1487 (OK)

Exhibit A

Consultant's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit A and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02 and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

Allowance for Office Work			
Project Principal II	\$ 325.00	GIS Project Principal	\$ 240.00
Project Principal I	\$ 300.00	GIS Project Manager II	\$ 230.00
Project Manager II	\$ 265.00	GIS Project Manager I	\$ 185.00
Project Manager I	\$ 190.00	GIS Specialist II	\$ 145.00
Project Engineer II	\$ 190.00	GIS Specialist I	\$ 115.00
Project Engineer I	\$ 135.00	GIS Analyst	\$ 110.00
Engineering Intern	\$ 130.00	GIS Technician	\$ 95.00
Engineering Technician II	\$ 125.00	GPS Field Technician	\$ 85.00
Engineering Technician I	\$ 100.00	ROW Project Manager II	\$ 230.00
CAD Designer	\$ 100.00	ROW Project Manager I	\$ 210.00
3 Man Survey Crew	\$ 315.00	Assistant ROW Project Manager	\$ 140.00
2 Man Survey Crew	\$ 215.00	Acquisition/Relocation Agent	\$ 120.00
Survey CAD Technician	\$ 95.00	Real Estate Trainee	\$ 90.00
Survey Crew Chief I	\$ 100.00	Planning/Grant Project Manager II	\$ 205.00
Survey Crew Chief II	\$ 130.00	Planning/Grant Project Manager I	\$ 170.00
Survey Crew Technician	\$ 85.00	Planner II	\$ 135.00
Survey Project Manager	\$ 205.00	Planner I	\$ 125.00
LiDAR Survey Crew	\$ 250.00	Contract Administrator	\$ 210.00
LiDAR Data Specialist	\$ 140.00	Administrative	\$ 115.00
Allowance for Travel			
Mileage	Billed at Current IRS Rate		
Per Diem	Billed at Current IRS Rate		
Per Diem	Billed at Current GSA Rate		
Reproduction Costs			
8-1/2"x11" print	\$ 0.15	Billed per page printed	
8-1/2"x14" print	\$ 0.20		
11"x17" print	\$ 0.30		
Black and White Plots	\$ 5.00		
Color Plot	\$ 8.00		
Mylars	\$ 13.00		
Miscellanuuous Outside Expenses and Fees			
Outside Direct Project Expenses	Passthrough at Cost		
Subconsultant Services	Cost plus 5% management fee		

Exhibit B

Required Insurance Limits and Coverages for Engineers

Before commencing work, Engineer must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

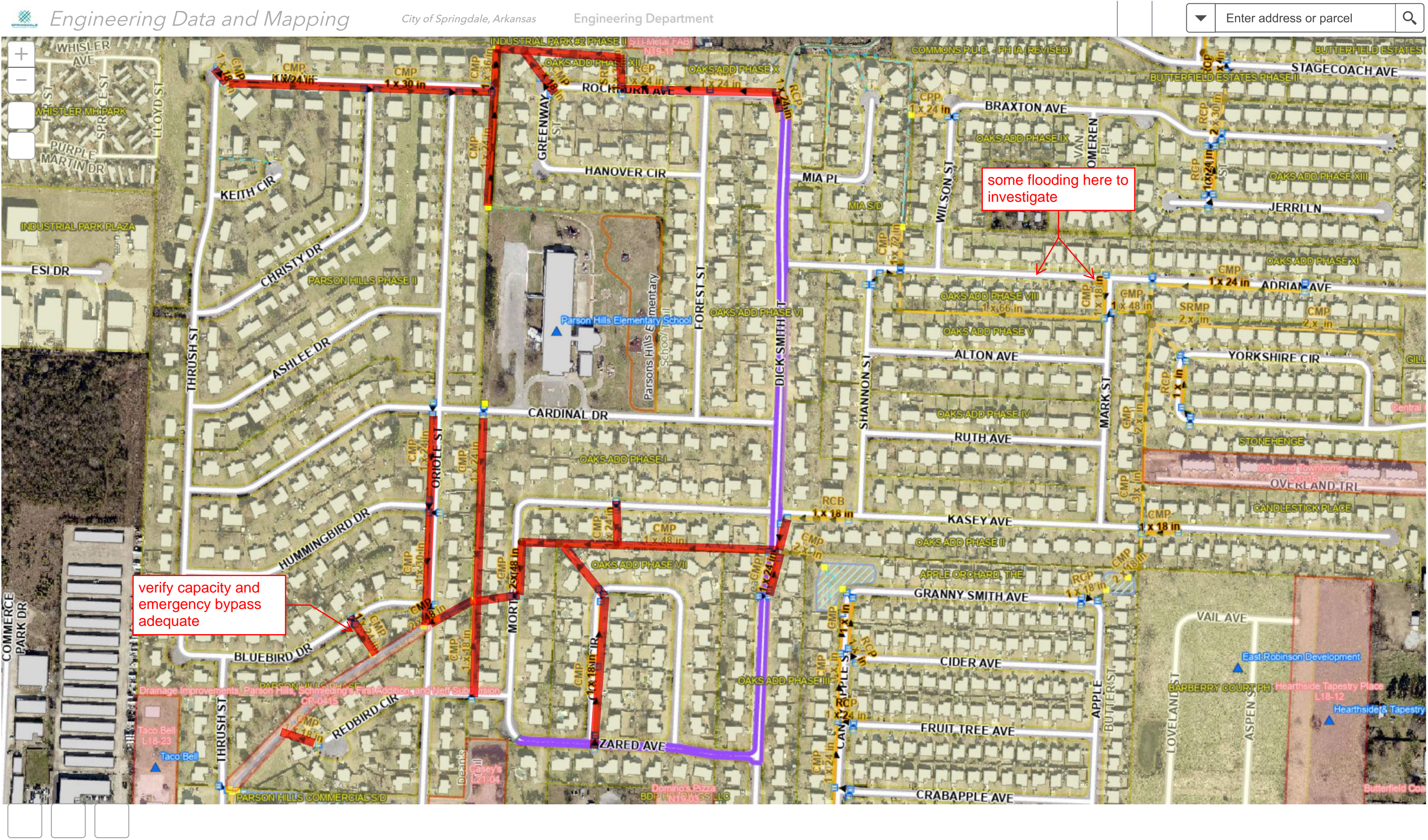
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits
Professional Liability (If applicable)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Engineer and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Engineer is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Engineer's obligations hereunder.



November 21, 2023

Mr. Ben Peters, PE
City of Springdale
201 Spring Street
Springdale, AR 72764

Parson Hills Subdivision Storm Rehab

Dear Mr. Peters:

Meshek & Associates, LLC appreciates the opportunity to work with the City of Springdale to develop construction documents for replacing the CMP storm sewer pipes at Parson Hills and Oaks Addition Subdivisions. Additionally, Meshek will evaluate reported flooding near the intersection of Adrian Ave and Mark St and near 2101 Bluebird Dr. by modeling the nearby inlets and drainage network. The attached map shows areas of concern.

This work will involve developing construction drawings based on GIS and available information. The proposed tasks include:

- Design Phase
 - Visit Site and take inventory of system to be replaced
 - Prepare 60% Drawings for City review
 - Prepare 100% Drawings for City approval
 - Develop Engineer's Opinion of Probable Cost
- Construction Phase
 - Construction Administration
 - Assist in preparing bidding documents
 - Answer all bidder questions
 - Attend Pre-bid meeting, Bid Opening, and Pre-construction meetings
 - Respond to all contractor requests for information
 - Review all contractor material submittals
 - Services During Construction
 - Conduct Site visits
 - Budgeted 10 hrs per week for 20 weeks
 - Provide weekly observation reports to City
 - Review construction schedule and work completed
 - Review contractor's pay applications for city approval and payment

Services not included in this proposal:

- Survey
- Acquisition of proposed Right-of-way
- Daily construction inspections

See Table 1 below for a breakdown of the fee. All will be billed monthly on a percent complete basis.

Table 1: Meshek Fee Summary

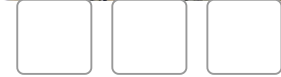
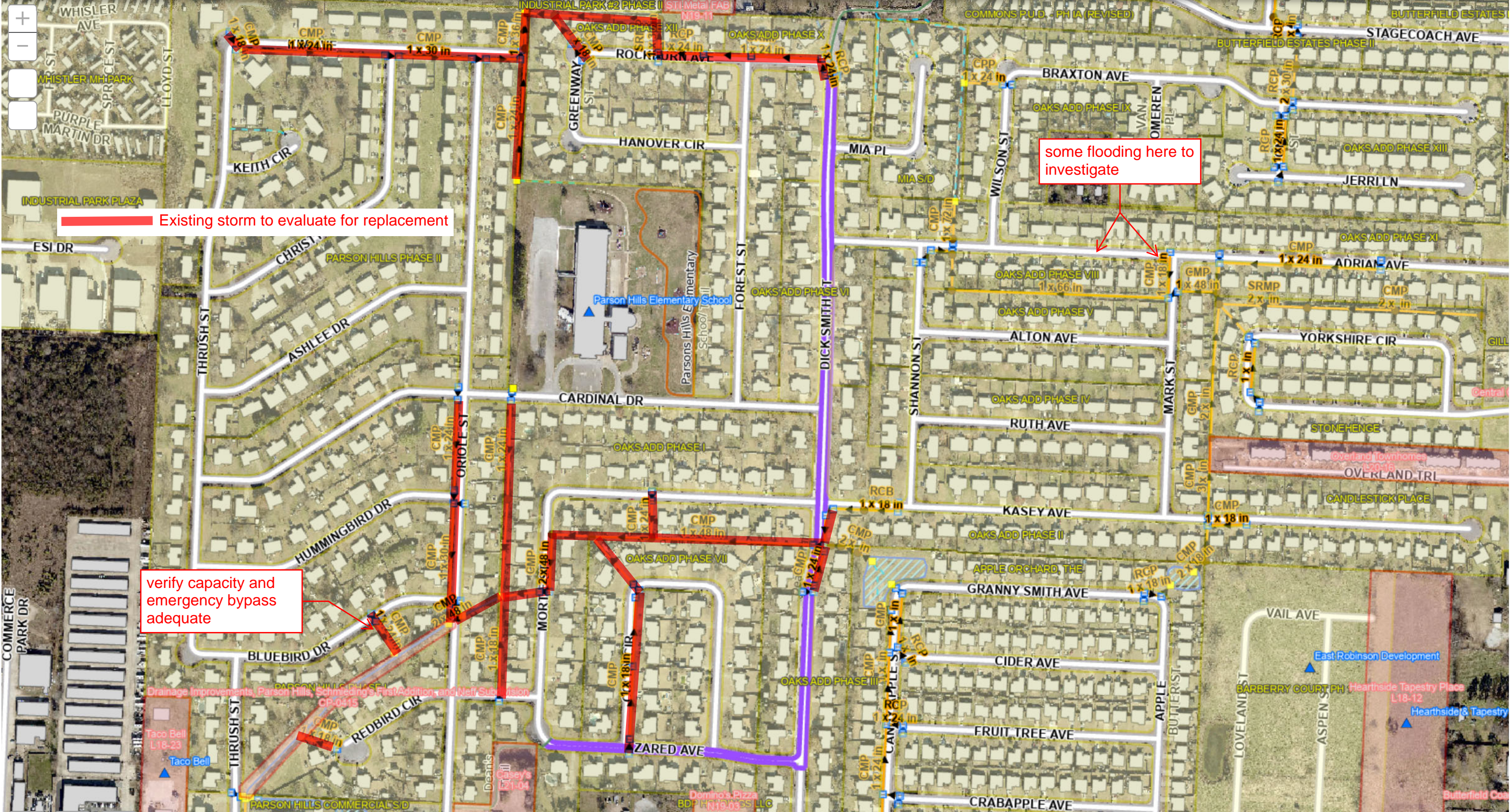
PROJECT NAME	
General Task Description	Cost
Design Phase	\$35,660
Construction Phase	\$43,400
Total:	\$79,060

We are excited about the opportunity to work with the City of Springdale. Should this proposal be acceptable, we will prepare a contract document for your review and execution. If you have any questions, please do not hesitate to contact me directly via phone or email.

Sincerely,



Adam Lesso, PE, CFM, CPESC
Design Project Manager
[o] 918.392.5620, ext. 215
[m] 479-790-4910
alesso@meshekengr.com



400ft
690,737.938 675,697.231 Feet

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
FENCING, DUGOUT BENCHES, AND OTHER FIELD
IMPROVEMENTS FOR THE SPRINGDALE PARKS
AND RECREATION DEPARTMENT
(2023 BOND PROJECT NO. 23BPP6)**

WHEREAS, Springdale Parks and Recreation is seeking approval to purchase new fencing for the fields at Randall Tyson Sports Complex and J.B. Hunt, new aluminum dugout benches for Randall Tyson Sports Complex, and Windscreens and Fence Toppers for the fields at J.B. Hunt, to be paid for out of the 2023 Parks and Recreation Bond Fund, and

WHEREAS, these specific sport facilities currently have old, outdated fencing, dugout benches, and lack windscreens and fence toppers, and

WHEREAS, the fields require these improvements to ensure the safety and security of those who utilize them, and

WHEREAS, Springdale residents approved the 2023 Bond for the City of Springdale, Arkansas, which includes improvements and upgrades to existing parks.

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

1. Springdale Parks and Recreation is authorized to purchase new fencing from Thomas Fence for Randall Tyson Sports Complex and J.B. Hunt Park in the amount of \$23,663.44, to be paid for out of the 2023 Parks and Recreation Bond Fund.
2. Springdale Parks and Recreation is authorized to purchase new, aluminum dugout benches from BSN Sports for Randall Tyson Sports Complex in the amount of \$14,793.13, to be paid for out of the 2023 Parks and Recreation Bond Fund.
3. Springdale Parks and Recreation is authorized to purchase windscreens and fence toppers from BSN Sports for J.B. Hunt Park in the amount of \$14,678.07, to be paid for out of the 2023 Parks and Recreation Bond Fund.

PASSED AND APPROVED this ____ day of December, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Parks & Recreation		Date: 12/04/23
Point of Contact: Chad Wolf	Amount Requested: \$ 53,143.64	
Date to be Presented to Committee: <u>Dec</u> / <u>04</u> / <u>2023</u>		
Brief Description of Funding Request: Tyson wood dugout benches have been in place for 33 years and need to be replaced with aluminum benches Tyson and JB Hunt fencing - will be beneficial for security and control to help regulate play and use of the new artificial turf fields Windscreens and fence toppers at JB Hunt have never been replaced. It will help with safety of players on the field from headlights and ball visibility during play		
Funding Source: (General Fund, Special Fund, etc.) To be paid out of 2023 Park Bond fund		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input type="checkbox"/> \$5,000 - \$34,999 Requires 3 Quotes
Signature:		<input type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source

Hunt Windscreen and Fence Topper

<u>Company</u>	<u>Cost</u>
BSN	<u>\$14,178.07</u>
Ewing	\$15,497.74 *tax not included
Beacon	\$17,177.00 *tax not included

*All pricing includes freight and taxes unless

Benches for Tyson Dugouts

BSN	<u>\$14,793.13</u>
GameTime	\$15,539.48
Ewing	\$19,187.90 *tax not included
Beacon	\$23,817.00 *tax not included

New Fencing at Hunt

Thomas Fencing	<u>\$9,282.95</u>
Bill's Fencing	\$16,460.00
Modern Fencing	\$21,722.00

New Fencing at Tyson

Thomas Fencng	<u>\$14,380.49</u>
Bill's Fencing	\$18,375.00
Modern Fencing	\$24,369.00



PROPOSAL/CONTRACT

Thomas Fence
653 Kawneer Rd
Springdale, AR 72764
479-636-4732
www.ThomasFenceAR.com
Robert@ThomasFenceAR.co
m 0155010423

QUOTATION:

DATE: 10/30/2023

CUSTOMER: Springale Parks
Chris Gibson
479 283 0071

JOB LOCATION: Hunt Park

NOTES: materail cost

6' 9ga cl
2 7/8" sch 40 ter
1 7/8 sch 40 line 1
12' DD

10' DD

10 single Swing

\$6752.95

Labor to install and
hang Gates

\$2530.00

Bid Price EXCLUDES: Core Drilling,
Staining, Painting, Grading,
Staking/Field Measurements, Clearing,
Forms, Mow Strips, Demolition, Bonds,
Overtime, Hand Digging, Engineering,
Grounding, Panic/Egress Hardware,
Additional Mobilization, Location of
Private Services, Permits, Temporary
Fence, and Windscreen.

Approximate Start Date: _____

☐ Top to follow grade Level with: ☐ High ☐ Low ☐ Rack ☐ Step

Gate Swing: ☐ In ☐ Out

Property pins are: ☐ Exposed and Visible
☐ NOT exposed and visible
☐ To be located by others before installation

Subtotal \$ _____

Tax \$ _____

Grand Total \$ 9282.95

Down Payment \$ _____

BALANCE DUE \$ _____

Buyer / Owner signature _____ Date _____

Printed name _____

Signature _____ Date _____

Printed name Robert Brenner _____



PROPOSAL/CONTRACT

Thomas Fence
653 Kawneer Rd
Springdale, AR 72764
479-636-4732
www.ThomasFenceAR.com
Robert@ThomasFenceAR.co
m 0155010423

QUOTATION:

DATE: 10/30/2023

CUSTOMER: Springale Parks
Chris Gibson
479 283 0071

JOB LOCATION: Tyson Park

NOTES: materail cost

6' 9ga cl
2 7/8" sch 40 ter
1 7/8 sch 40 line
1 12' DD
4 10' DD

\$10060.49

Labor to install and
hang Gates

\$4320.00

Bid Price EXCLUDES: Core Drilling,
Staining, Painting, Grading,
Staking/Field Measurements, Clearing,
Forms, Mow Strips, Demolition, Bonds,
Overtime, Hand Digging, Engineering,
Grounding, Panic/Egress Hardware,
Additional Mobilization, Location of
Private Services, Permits, Temporary
Fence, and Windscreen.

Approximate Start Date: _____

☐ Top to follow grade Level with: ☐ High ☐ Low ☐ Rack ☐ Step

Gate Swing: ☐ In ☐ Out

Property pins are: ☐ Exposed and Visible
☐ NOT exposed and visible
☐ To be located by others before installation

Subtotal\$ _____
Tax\$ _____
Grand Total\$ 14380.49
Down Payment\$ _____
BALANCE DUE\$ _____

Buyer / Owner signature _____ Date _____

Printed name _____

Signature _____ Date _____

Printed name Robert Brenner _____



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Reed Meason Email: rmeason@bsnsports.com | Phone:

Sold to
1024741
CITY OF SPRINGDALE
1906 Cambridge St,
SPRINGDALE AR 72762
USA

Ship To
1924316
SPRINGDALE PARK & REC DEPT
4303 Watkins Ave
SPRINGDALE AR 72765
USA

Payer
1024741
CITY OF SPRINGDALE
1906 Cambridge St,
SPRINGDALE AR 72762
USA

Quote

Quote #: 21495515
Purchase Order #: Chris - Benches
Cart Name:
Quote Date: 10/03/2023
Quote Valid-to: 11/03/2023
Payment Terms: NT30
Ship Via:
Ordered By: Chris Gibson

Item Description	Qty	Unit Price	Total
21' Surface Mount Bench w/Back Item # - BEPH21	14 EA	\$ 939.99	\$ 13,159.86

Subtotal:	\$13,159.86
Other:	\$0.00
Freight:	\$349.85
Sales Tax:	\$1,283.42
Order Total:	\$14,793.13
Payment/Credit Applied:	\$0.00
Order Total:	\$14,793.13



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Reed Meason Email: rmeason@bsnsports.com | Phone:

Sold to
1024741
CITY OF SPRINGDALE
1906 Cambridge St,
SPRINGDALE AR 72762
USA

Ship To
1924316
SPRINGDALE PARK & REC DEPT
4303 Watkins Ave
SPRINGDALE AR 72765
USA

Payer
1024741
CITY OF SPRINGDALE
1906 Cambridge St,
SPRINGDALE AR 72762
USA

Quote

Quote #: 21495651
Purchase Order #: Chris Gibson - Toppers/WS
Cart Name:
Quote Date: 10/03/2023
Quote Valid-to: 11/03/2023
Payment Terms: NT30
Ship Via:
Ordered By: Chris Gibson

Item Description	Qty	Unit Price	Total
FENCE CROWN - BRIGHT YELLOW 250' Item # - 1196733	17 ROL	\$ 227.65	\$ 3,870.05
FENCE CROWN - BRIGHT YELLOW 100' Item # - 1196726	1 ROL	\$ 156.99	\$ 156.99
FENCE CROWN - BLACK 100' Item # - 1269949	1 ROL	\$ 156.99	\$ 156.99
5 x 350 Green WS, 50' sections Item # - NSPHG	28 EA	\$ 161.20	\$ 4,513.60
5 x 470 Green WS, 50' sections Item # - NSPHG	18 EA	\$ 161.20	\$ 2,901.60
5 x 20 Green WS, 20' sections Item # - NSPHG	2 EA	\$ 65.20	\$ 130.40

Subtotal:	\$11,729.63
Other:	\$0.00
Freight:	\$1,675.00
Sales Tax:	\$1,273.44
Order Total:	\$14,678.07
Payment/Credit Applied:	\$0.00
Order Total:	\$14,678.07

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 50 FLOODS, ARTICLE II
FLOOD DAMAGE PREVENTION, SECTION 50-27. AMENDMENTS
OF THE SPRINGDALE CODE OF ORDINANCE; DECLARING AN
EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, it has come to the attention of the Springdale City Council that The Federal Emergency Management Agency (FEMA) has revised certain map panels in the Washington County Flood Insurance Study (FIS) and these maps will become effective on January 25, 2024,

WHEREAS, the changes affect the Special Flood Hazard Areas (SFHA) shown on the map panels within the City of Springdale and require an amendment to the ordinance,

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

Section 1: That Chapter 50 Floods, Article II Flood Damage Prevention, Section 50-27 (a) be amended to read as follows:

Section 50-27-Findings of Fact

- (a) The Federal Emergency Management Agency (FEMA) has identified Special Flood Hazard Areas of Springdale in the current scientific and engineering report entitled "The Flood Insurance Study (FIS) for Benton County, Arkansas and Incorporated Areas" dated June 5, 2012, with an effective flood insurance rate map (FIRM) dated June 5, 2012 and "The Flood Insurance Study (FIS) for Washington County, Arkansas and Incorporated Areas," dated January 25, 2024, with an effective flood insurance rate map (FIRM) dated January 25, 2024.

Section 50-27 (d) to be removed due to new map panels including the revision mentioned.

- ~~(d) In addition to the FIS and FIRM for Washington County noted in paragraph (a) above, FEMA has approved the conditional letter of map revision cited in Case Number 13-06-3506R which affects the Special Flood Hazard Area (SFHA) for Spring Creek in the area between Johnson Road and Shiloh Street. This conditional letter of map revision is hereby adopted and will be enforced as the regulatory SFHA for this area until such time a new map is issued by FEMA including this revision and adopted by the city in whole.~~

Section 2: Emergency Clause: It is hereby found and declared by the City of Springdale that in order to effectively comply with minimum standards for

coverage under the Nation Flood Insurance Program; and in order to effectively manage the floodplain in the City of Springdale using the most current flood study, it is necessary that this ordinance become effective immediately. Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

This ordinance passed and approved this ____ day of _____, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

Ernest Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A K-9
FOR THE SPRINGDALE POLICE DEPARTMENT**

WHEREAS, the Springdale Police Department recently retired a K-9 and is requesting permission to purchase a new K-9 from the Drug Seizure Fund, and

WHEREAS, the Springdale Police Department would like to purchase the new K-9 from Von Klein Stein Working Dogs, a business they have purchased from in the past, in the amount of \$15,587.50, and

WHEREAS, the purchase of the K-9 will include four (4) weeks of training with the officer that was selected to receive the K-9.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Springdale Police Department is authorized to purchase a new K-9 from Von Klein Stein Working Dogs in the amount of \$15, 587.50 from Drug Seizure Funds.

PASSED AND APPROVED this 14th day of December, 2023.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

MEMORANDUM

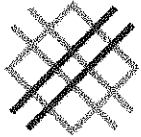
FROM: Chief Frank Gamble
TO: Colby Fulfer and Mayor Doug Sprouse
DATE: 11/28/23
RE: Request to purchase a K-9 using drug seizure funds

We recently retired a K-9 from the Springdale Police Department and need permission to purchase a new K-9. We request the use of \$15,587.50 from drug seizure funds to purchase the K-9. We would like to purchase the K-9 from Von Klein Stein Working Dogs. We have purchased K-9s from this business in the past and were happy with the K-9s we received from them. The purchase of the K-9 will include 4 weeks of training with the officer that was selected to receive the K-9. We expect to replace at least one additional K-9 in 2024 due to a retirement, but will come back with that request at a later time.

Respectfully,

A handwritten signature in blue ink that reads "Frank Gamble".

Chief of Police Frank Gamble
Springdale Police Department



SPRINGDALE
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: Springdale Police Department		Date: 11-22-23	
Point of Contact: Chief Frank Gamble		Amount Requested: \$ 15,587.50	
Brief Description of Funding Request: I am requesting the use of drug seizure funds to purchase a K-9 to replace a recently retired K-9.			
IS IT BUDGETED?			
YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>	
If YES, No Action Needed		If NO:	
		Date to be Presented to Committee: 12 / 04 / 20 23	
<input type="checkbox"/> \$35,000+	Requires Bid	<input type="checkbox"/> \$0 - \$5,000	No Action
Waive Bidding		<input checked="" type="checkbox"/> \$5,000 - \$35,000 Requires 3 Quotes	
<input type="checkbox"/> Buy Board	<input type="checkbox"/> Sole Source		
		<input type="checkbox"/> \$35,000+	Requires Bid
		Waive Bidding	
		<input type="checkbox"/> Buy Board	<input checked="" type="checkbox"/> Sole Source

Signature: _____

ESTIMATE

Von Klein Stein Working Dogs
9211 Northview Dr
Sherwood, AR 72120

joesmith@vkswd.com
+1 (479) 301-4796
<http://www.vkswd.com>



Springdale PD

Bill to
Springdale PD
201 Spring St.
Springdale, AR 72764

Estimate details
Estimate no.: 1072
Estimate date: 11/19/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		K9-1 Dual Purpose K9 Dual Purpose K9.		1	\$14,500.00	\$14,500.00
2.		4 Week handler school			\$0.00	\$0.00
3.		K9-6 Handler Equipment (Leash and Reward) Basic Handler equipment (Leash, Reward)	K9-6	1	\$0.00	\$0.00

Note to customer

Guarantee: Effective from the date of purchase. 100% Health for 6 months, Skeletal for 12 months, Workability for 3 months and Compatibility for 1 month. If a genetic or hereditary problem is found the K9 will be replaced. Vet report must accompany the K9 on return.

Subtotal	\$14,500.00
Sales tax	\$1,087.50
Total	\$15,587.50
Deposit due	\$7,793.75

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

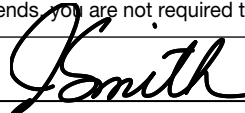
Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/27/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.