

- **The next City Council Committee Meeting will be held on Monday, March 3rd, 2025.**
- **Agenda Packet will be available on the Friday before the meeting.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
CITY COUNCIL CHAMBERS
201 SPRING STREET (2ND FLOOR)
Tuesday, February 25th, 2025

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Overton

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk/Treasurer
3. Recognition of a Quorum.

4. Comments from Citizens

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

5. Approval of Minutes – **Tuesday, February 11th, 2025. Pgs. 153-161**

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item number(s) **8 A-C, and 11** (Motion must be approved by two-thirds (2/3) of the council members)*

7. Appointments and Reappointments

A. **A Resolution** reappointing J. Max Van Hoose to the Springdale Water and Sewer Commission. Pg. 1

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

A. **An Ordinance** amending Ordinance no. 3307, the same being the zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-05) certain lands located at 2969 east Emma Avenue from Agricultural District (A-1) to Institutional District (P-1), Neighborhood Office District (O-1), & Low/Medium Density Multi-Family Residential District (MF-4) within Springdale, Arkansas, and declaring an emergency. Pgs. 2-8

B. **An Ordinance** amending Ordinance no. 3307, the same being the zoning Ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-09) certain lands located at NE corner of Wagon Wheel Road & Robins Road from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) within Springdale, Arkansas, and declaring an emergency. Pgs. 9-13

C. **An Ordinance** amending Ordinance no. 3307, the same being the zoning ordinance of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning (R25-10) certain lands located at 1056 N. Monitor Road from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) within Springdale, Arkansas, and declaring an emergency. Pgs. 14-18

D. **A Resolution** approving a conditional use (C25-01) for Marshallese New Fellowship Church at 3184 North Thompson Street Use Unit 42 in a General Commercial (C-2) district as set forth in Ordinance No. 4030. Pgs. 19-21

E. **A Resolution** approving a conditional use (C25-02) for Marty Sutton, The Food Truck at 275 East Robinson Avenue as set forth in Ordinance No. 4030. Pgs. 22-25

F. **A Resolution** approving a waiver (W25-05) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 To HKH Residence Trust In connection with LS24-24, an informal plat. Pgs. 26-28

G. A Resolution approving a waiver (W25-07) of street improvements, drainage, curbs, gutters, sidewalks, and street lights as set forth in Ordinance No. 3725 to Reliable Poultry parking expansion in connection with N25-02, a non-large-scale development. **Pgs. 29-31**

9. **An Appeal** of the Planning Commission's denial of a Variance request (B25-02) for HKH Residence Trust at 8781 W. Miller Rd for dedication of Right of Way.

10. Finance Committee by Chairman Jeff Watson – **All Item(s) forwarded from Committee with recommendation for approval.**

A. A Resolution establishing the 2-51 Retirement Benefits Restricted Account & authorizing the transferring of funds from the Unrestricted General Fund to the 2-51 Retirement Benefits Account, and for other purposes. Presented by Colby Fulfer, Chief of Staff. **Pg. 32**

B. A Resolution authorizing the purchase of new AV equipment for Shiloh Museum of Ozark History, and to waive competitive bidding. Presented by Angie Albright, Shiloh Museum Director. **Pgs. 33-35**

C. A Resolution authorizing the purchase of a safe for the Springdale City Clerk's Office. Presented by Colby Fulfer, Chief of Staff. **Pgs. 36-39**

D. A Resolution authorizing the execution of an Engineering Service Contract for 64th Street Phase II Project NO. 23BPS3. Presented by Ben Peters, Engineering Director. **Pgs. 40-73**

E. A Resolution authorizing the Mayor and City Clerk to renew a contract with the Downtown Springdale Alliance to promote, preserve, and enhance downtown Springdale, and to facilitate the implantation of the Downtown Master Plan. Presented by Ernest Cate, City Attorney. **Pgs. 74-79**

F. A Resolution authorizing the creation of new positions and eliminating certain positions. Presented by Colby Fulfer, Chief of Staff. **Pg. 80**

G.A Resolution amending resolution NO. 57-24 for the Pride Trail Study. Presented by Ernest Cate, City Attorney. Pgs. 81-82

11. Ordinance Committee by Chairman Mike Lawson– **All Item(s) forwarded from Committee with recommendation for approval.**

A. An Ordinance establishing an electronic funds payment system for various payments in compliance with Arkansas Legislative Audit information best practices and authorizing written policies and procedures for the same; and declaring an emergency. Presented by Sabra Jeffus, City Clerk. Pgs. 83-87

12. Parks and Recreation Committee by Chairman Randall Harriman– **All Item(s) forwarded from Committee with recommendation for approval.**

A. A Resolution authorizing the execution of a Professional Services Agreement for Master Planning for Springdale Parks and Recreation. Presented by Colby Fulfer, Chief of Staff. Pgs. 88-151

B. A Resolution to waive bidding and authorizing the purchase of LED score tables. Presented by Colby Fulfer, Chief of Staff. Pg. 152

13. **State of the City Address**. Presented by Mayor Doug Sprouse.

14. Comments from Council Members.

15. Comments from City Attorney.

16. Comments from Mayor

17. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION REAPPOINTING J. MAX VAN HOOSE TO THE
SPRINGDALE WATER AND SEWER COMMISSION**

WHEREAS, the Springdale City Council has adopted ordinances establishing a five-member board of Water and Sewer Commissioners, and

WHEREAS, J. Max Van Hoose’s term on the Springdale Water and Sewer Commission will expire March 6, 2025, and

WHEREAS, Arkansas Code 14-234-304 provides that “the remaining commissioners shall appoint a successor for an eight-year term subject to the approval of two-thirds (2/3) of the duly elected and qualified members of the city council,” and

WHEREAS, remaining members of the Springdale Water and Sewer Commission have appointed J. Max Van Hoose to serve another term on said commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of J. Max Van Hoose to the Springdale Water and Sewer Commission, with a term expiring March 6, 2033, is hereby approved.

PASSED AND APPROVED this _____ day of _____, 2025.

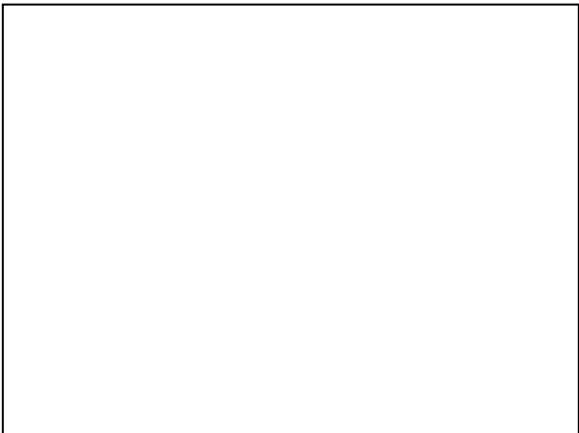
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-05) CERTAIN LANDS LOCATED AT 2969 EAST EMMA AVENUE FROM AGRICULTURAL DISTRICT (A-1) TO INSTITUTIONAL DISTRICT (P-1), NEIGHBORHOOD OFFICE DISTRICT (O-1), & LOW/MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-4) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of February 4, 2025, for hearing the matter of a petition of Marlen E. Banegas requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Institutional District (P-1), Neighborhood Office District (O-1), & Low/Medium Density Multi-Family Residential District (MF-4).

Layman’s Description: 2969 East Emma Avenue.

Legal Description:

Neighborhood Office District (O-1)
A part of the SE1/4 of the SW1/4 of Section 32, Township 18 North, Range 29 West, 5th Principal Meridian, City of Springdale, Washington County, Arkansas, being a part of a tract conveyed to Marlen W. Banegas, recorded in Washington County Deed Record Book 2022, Page 40749, more particularly described as follows:
COMMENCING at the northwest corner of said SE1/4 of the SW1/4 which is also the northwest corner of said Banegas tract; thence along the north line of said SE1/4 of the SW1/4 and the north line of said Banegas tract, South 87°34'25" East, 313.68 feet to the northeast corner of said Banegas tract; thence along the east line of said Banegas tract, South 02°24'18" West, 57.53 feet to a 5/8" iron pin found on the south right-of-way line of East Emma Avenue

and the POINT OF BEGINNING; thence continuing along said east line, South 02°24'18" West, 172.44 feet to a 5/8" iron pin set with PLS #1519 cap; thence North 87°34'42" West, 141.90 feet to a 5/8" iron pin set with PLS #1519 cap; thence North 02°58'47" East, 174.91 feet to a 5/8" iron pin set with PLS #1519 cap on said south right-of-way line; thence along said south right-of-way line South 86°34'19" East, 140.16 feet to the point of beginning, containing 0.56 acres, more or less. Subject to any easements, covenants, right-of-ways, or restrictions of record or fact. Subject to all prior mineral reservations and oil and gas leases, if any.

Institutional District (P-1)

A part of the SE1/4 of the SW1/4 of Section 32, Township 18 North, Range 29 West, 5th Principal Meridian, City of Springdale, Washington County, Arkansas, being a part of a tract conveyed to Marlen W. Banegas, recorded in Washington County Deed Record Book 2022, Page 40749, more particularly described as follows: COMMENCING at the northwest corner of said SE1/4 of the SW1/4 which is also the northwest corner of said Banegas tract; thence along the north line of said SE1/4 of the SW1/4 and the north line of said Banegas tract, South 87°34'25" East, 313.68 feet to the northeast corner of said Banegas tract; thence along the east line of said Banegas tract, South 02°24'18" West, 229.97 feet to a 1/2" iron pin set and the POINT OF BEGINNING; thence continuing along said east line, South 02°24'18" West, 428.43 feet to a 5/8" iron pin found at the southeast corner of said Banegas tract; thence along the south line of said Banegas tract, North 88°13'09" West, 73.47 feet to a 1/2" iron pin found on the east right-of-way line of East Huntsville Avenue; thence along said right-of-way line and the south right-of-way line of East Emma Avenue the following 4 courses: 1. along the arc of a non-tangent curve to the right 501.97 feet, said curve having a radius of 772.93 feet, and a chord bearing of North 16°13'45" West, 493.20 feet to a 5/8" iron pin found; 2. North 02°58'47" East, 98.01 feet to a 5/8" iron pin found; 3. Along the arc of a curve to the right 63.15 feet, said curve having a radius of 40.00 feet, and a chord bearing of North 48°03'00" East, 56.79 feet to a 5/8" iron pin found; 4. South 86°34'19" East, 49.33 feet to a 1/2" iron pin set; thence South 02°58'47" West, 174.91 feet to a 1/2" iron pin set; thence South 87°34'42" East, 141.90 feet to the point of beginning, containing 2.09 acres, more or less. Subject to any easement, covenants, right-of-ways, or restrictions of record or fact. Subject to all prior mineral reservations and oil and gas leases, if any.

Low/Medium Density Multi-Family Residential District (MF-4)

A part of the SE1/4 of the SW1/4 of Section 32, Township 18 North, Range 29 West, 5th Principal Meridian, City of Springdale, Washington County, Arkansas, being a part of a tract conveyed to Marlen W. Banegas, recorded in Washington County Deed Record

Book 2022, Page 40749, more particularly described as follows: COMMENCING at the northwest corner of said SE1/4 of the SW1/4 which is also the northwest corner of said Banegas tract; thence along the west line of said SE1/4 of the SW1/4 and the west line of said Banegas tract, South 02°26'02" West, 71.72 feet to a 1/2" iron pin found on the west right-of-way line of East Huntsville Avenue; thence continuing along said west line, South 02°26'02" West, 231.21 feet to a 5/8" iron pin set with PLS #1519 cap set at the POINT OF BEGINNING; thence along the arc of a non-tangent curve to the left 381.73 feet, said curve having a radius of 862.93 feet, and a chord bearing of South 17°40'56" East, 378.63 feet to a 5/8" iron pin set with PLS #1519 cap on the south line of said Banegas tract; thence along said south line, North 87°42'46" West, 130.22 feet to a 5/8" iron pin found at the southwest corner of said Banegas tract and the west line of said SE1/4 of the SW1/4; thence along said west line and the west line of said Banegas tract, North 02°26'02" East, 355.87 feet to the point of beginning, containing 0.41 acres, more or less. Subject to any easements, covenants, right-of-ways, or restrictions of record or fact. Subject to all prior mineral reservations and oil and gas leases, if any.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-05) from Agricultural District (A-1) to Institutional District (P-1), Neighborhood Office District (O-1), & Low/Medium Density Multi-Family Residential District (MF-4) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) to Institutional District (P-1), Neighborhood Office District (O-1), & Low/Medium Density Multi-Family Residential District (MF-4).

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

SECTION 3: EMERGENCY CLAUSE: It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the

health, safety, and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

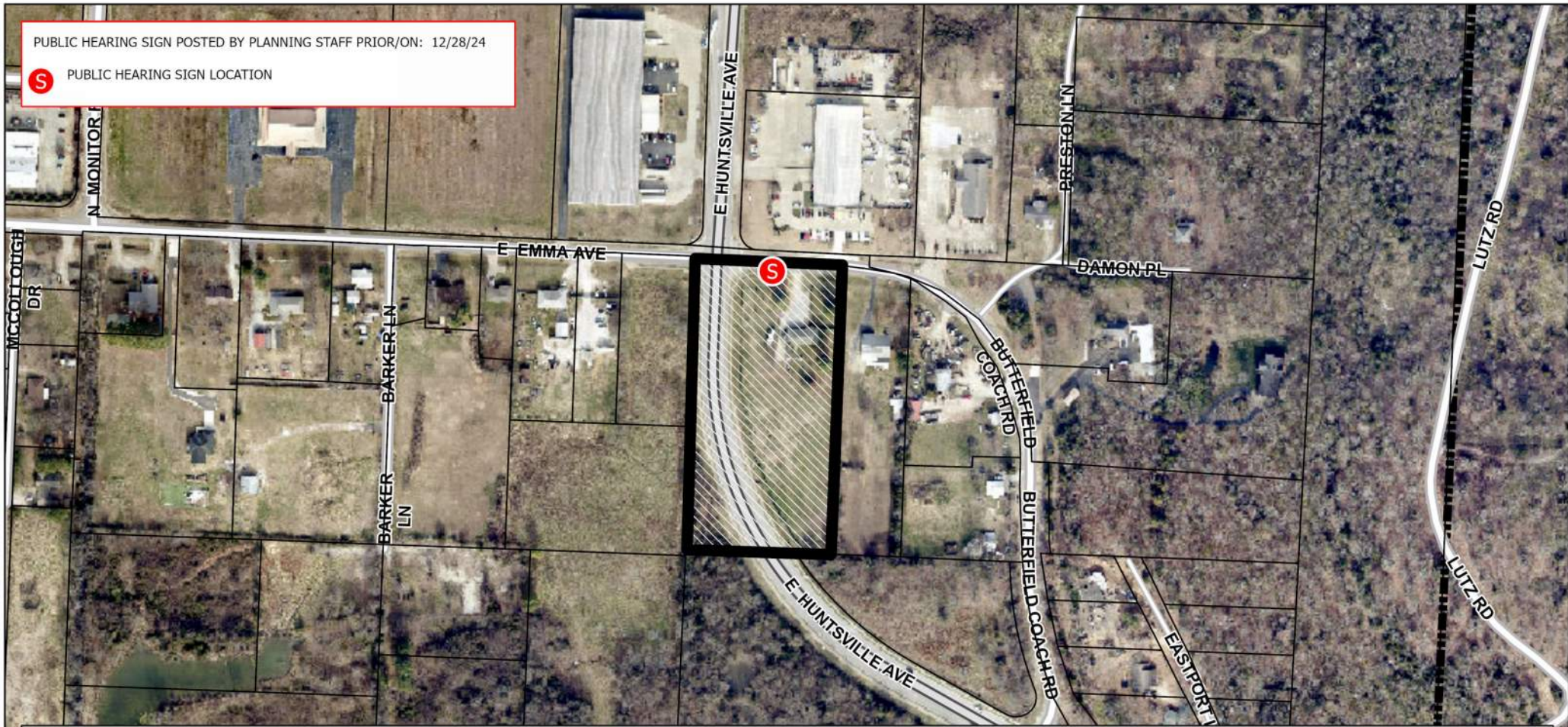
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



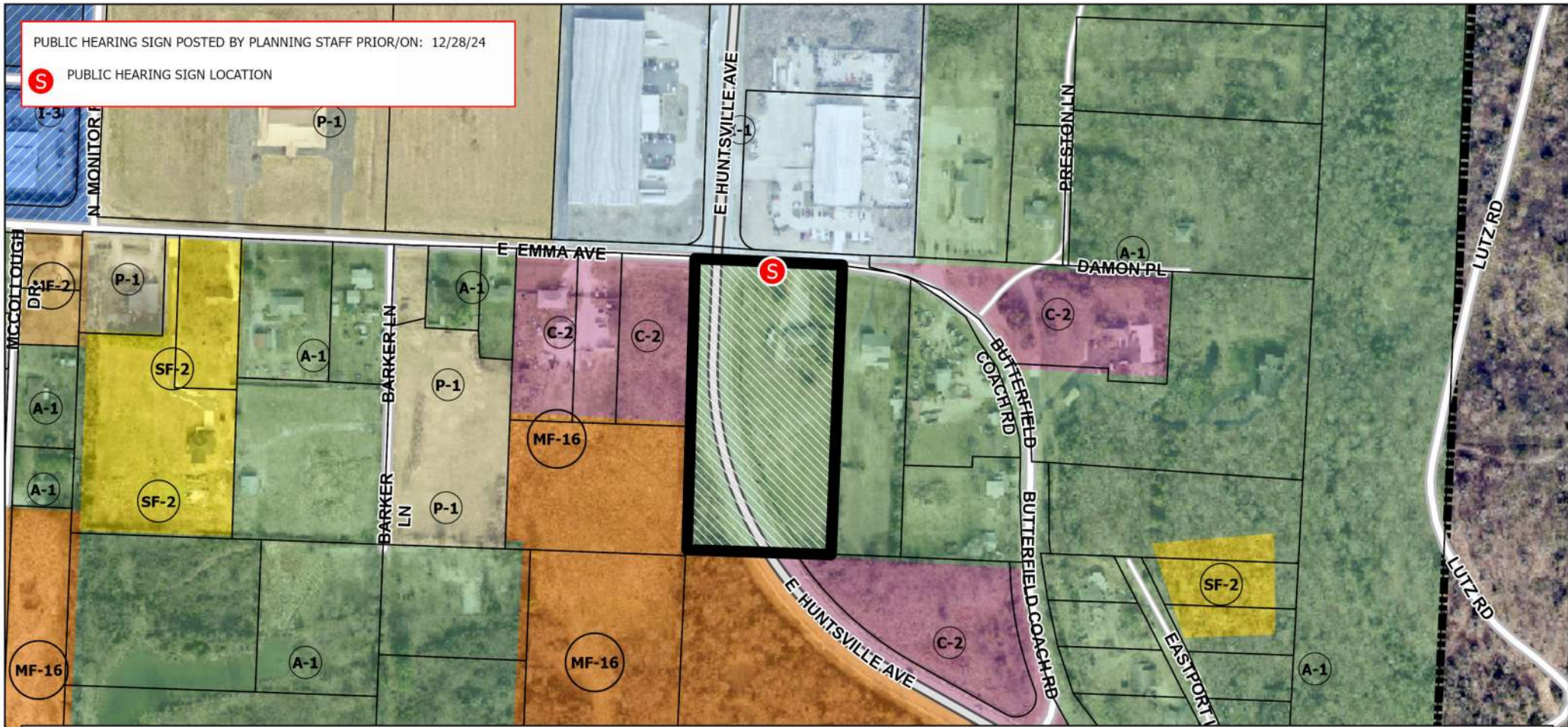
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PROJECT: R25-05
APPLICANT: Marlen E. Banegas
LOCATION: 2969 E. Robinson Avenue
REQUEST: Rezoning from A-1 to O-1, P-1 & MF-4



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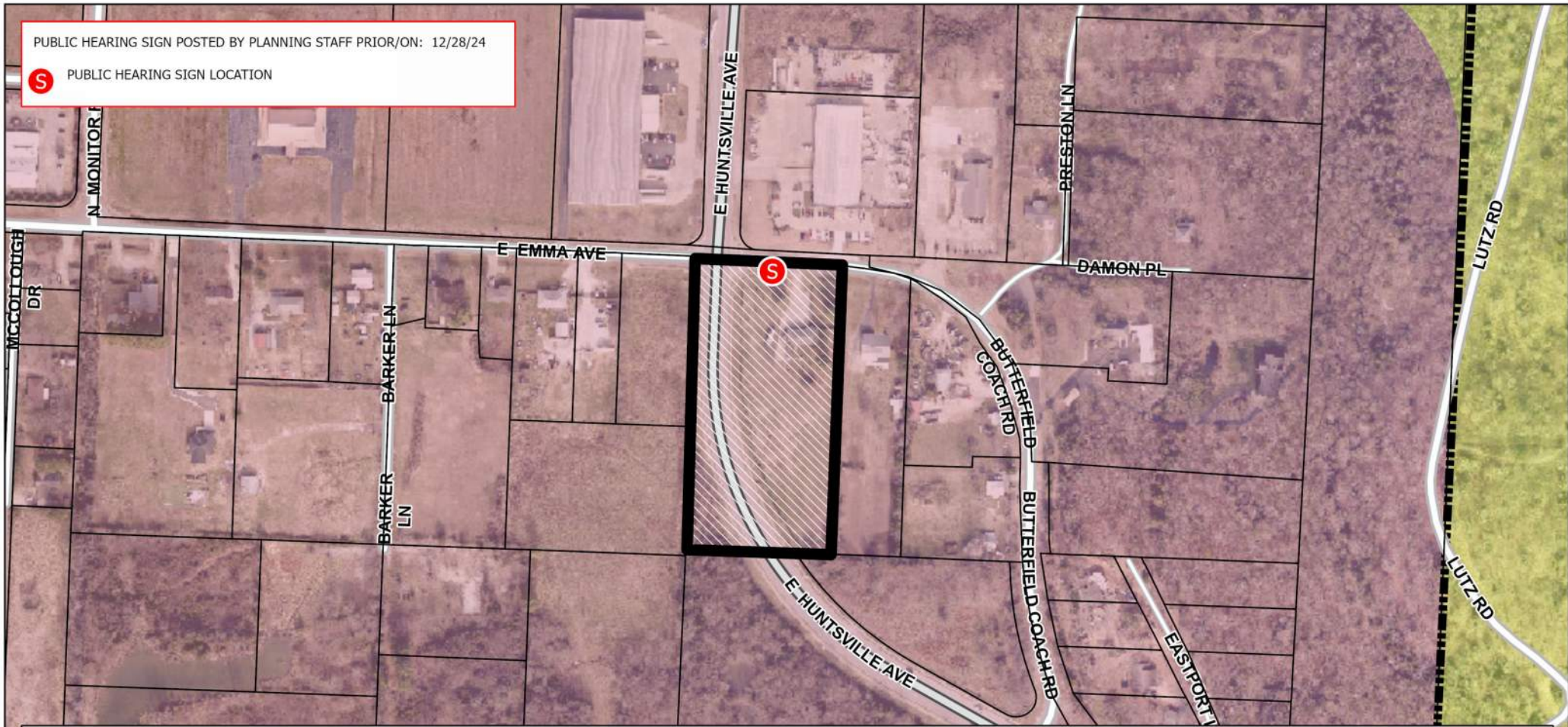


PROJECT: R25-05
APPLICANT: Marlen E. Banegas
LOCATION: 2969 E. Robinson Avenue
REQUEST: Rezoning from A-1 to O-1, P-1 & MF-4

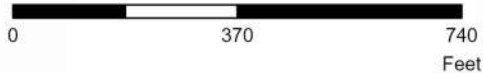


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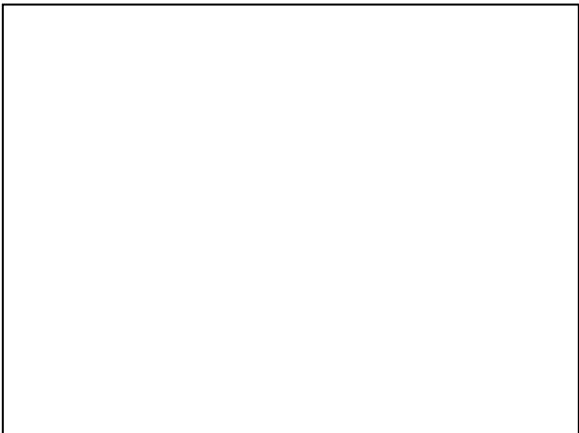


City Council Meeting
February 25, 2025



PROJECT: R25-05
APPLICANT: Marlen E. Banegas
LOCATION: 2969 E. Robinson Avenue
REQUEST: Rezoning from A-1 to O-1, P-1 & MF-4





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-09) CERTAIN LANDS LOCATED AT NE CORNER OF WAGON WHEEL ROAD & ROBINS ROAD FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Benton County gave notice required by law and set a hearing date of February 4, 2025, for hearing the matter of a petition of Horse Water Road, LLC & Nicolas Smith requesting that the following described tract of real estate be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman’s Description: NE Corner of Wagon Wheel Road & Robins Road.

Legal Description:
PART OF THE SE 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, BETHEL HEIGHTS, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 86°34’34” WEST, 130.00 FEET FROM THE SOUTHEAST CORNER OF SAID SE/4 OF THE SW/4, AND RUNNING THENCE NORTH 86°34’34” WEST, 35.00 FEET; THENCE NORTH 02°18’35” EAST, 397.98 FEET; THENCE SOUTH 86°37’21” EAST, 825.50 FEET TO AN EXISTING REBAR, THENCE SOUTH 03°23’38” WEST, 345.43 FEET TO THE NORTH RIGHT-OF-WAY OF WAGON WHEEL ROAD; THENCE, ALONG SAID RIGHT-OF-WAY, THE FOLLOWING: NORTH 89°01’0S” WEST 258.83 FEET, NORTH 86°58’48” WEST 509.75 FEET; NORTH 85 53’01” WEST 15.51 FEET, THENCE, LEAVING SAID RIGHT OF-WAY, SOUTH

02°05'32" WEST 38.72 FEET TO THE POINT OF BEGINNING, CONTAINING 6.74 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN ROBINS ROAD RIGHT-OF-WAY ON THE WEST SIDE HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-09) from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

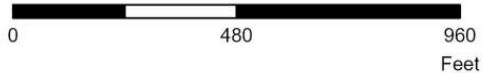
APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24
PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025

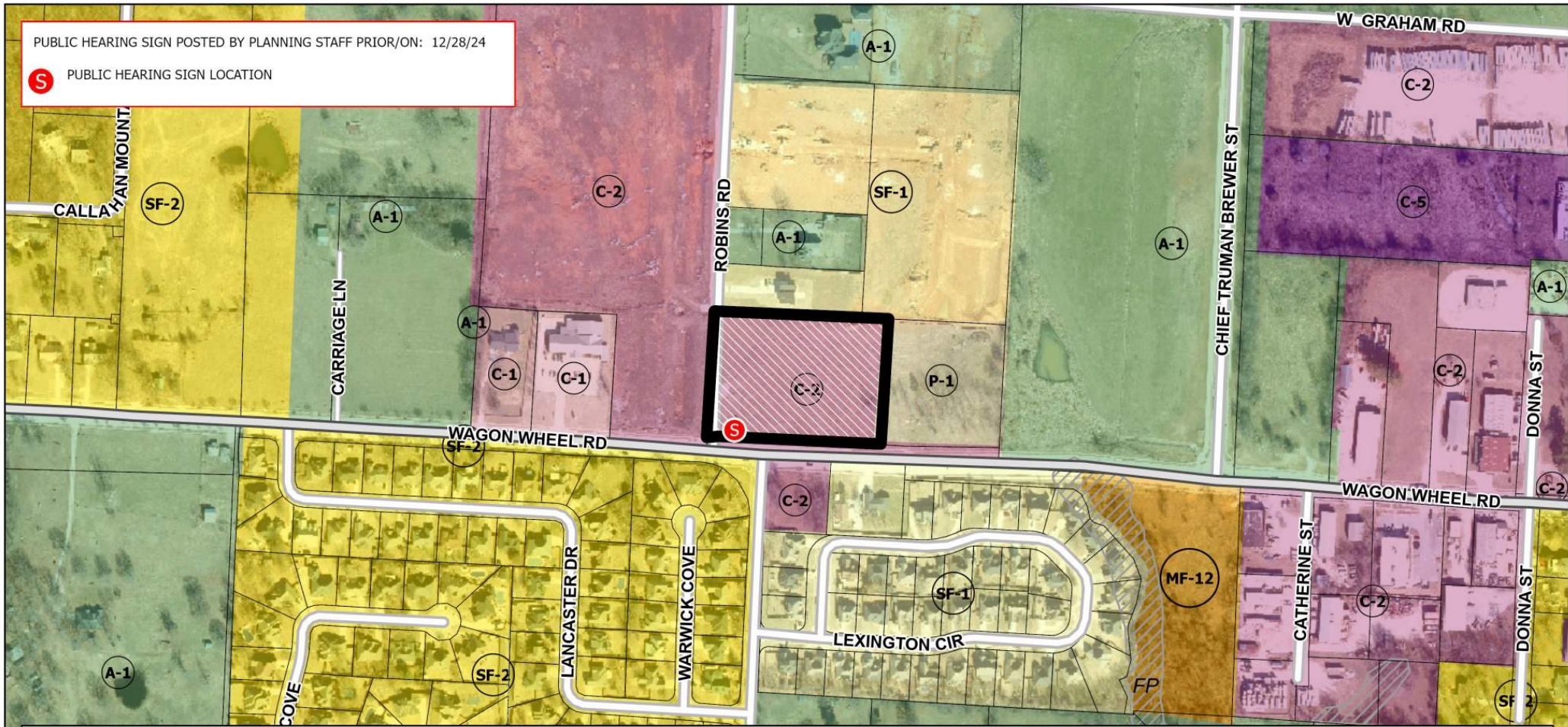


PROJECT: R25-09
APPLICANT: Horse Water Road, LLC
LOCATION: E. of Robins Road, N. of Wagon Wheel Road
REQUEST: Rezoning from A-1 to C-2

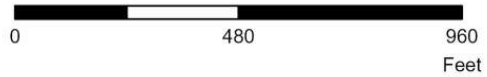


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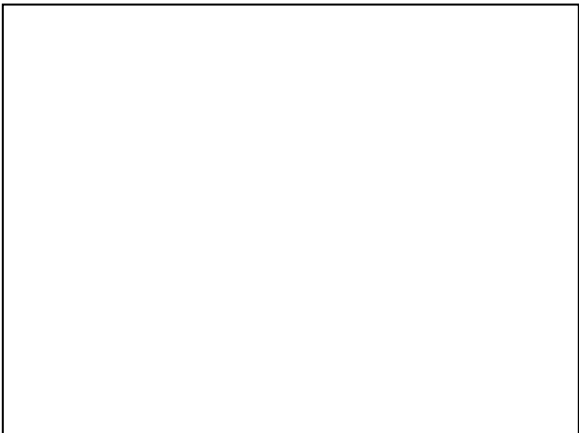


City Council Meeting
February 25, 2025



PROJECT: R25-09
APPLICANT: Horse Water Road, LLC
LOCATION: E. of Robins Road, N. of Wagon Wheel Road
REQUEST: Rezoning from A-1 to C-2





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-10) CERTAIN LANDS LOCATED AT 1056 N. MONITOR ROAD FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County gave notice required by law and set a hearing date of February 4, 2025, for hearing the matter of a petition of QB ME LLC requesting that the following described tract of real estate be rezoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

Layman’s Description: 1056 N. Monitor Road

Legal Description:

PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 18 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID 10 ACRE TRACT, AND RUNNING THENCE SOUTH 650 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF SPRINGDALE-MONITOR ROAD; THENCE NORTH BEARING EAST WITH SAID RIGHT-OF-WAY LINE 148 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED, AND RUNNING THENCE NORTH BEARING EAST WITH SAID RIGHT OF WAY LINE 117 FEET; THENCE NORTHWESTERLY ALONG AN EXISTING FENCE LINE 129 FEET; THENCE ON A DIRECT LINE IN A SOUTHWESTERLY DIRECTION 127 FEET TO A POINT OF WHICH IS 150 FEET NORTHWESTERLY FROM THE POINT OF

BEGINNING; THENCE SOUTHEASTERLY ON A DIRECT LINE
150 FEET TO THE POINT OF BEGINNING.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and recommends to the Springdale City Council that the area described herein should be rezoned (R25-10) from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) for the purposes of the Zoning Ordinance would be more properly carried out by such rezoning and that unless granted, citizens of Springdale will suffer intolerable harm and damage, and will be substantially deprived of the use of their property.

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

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

From Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

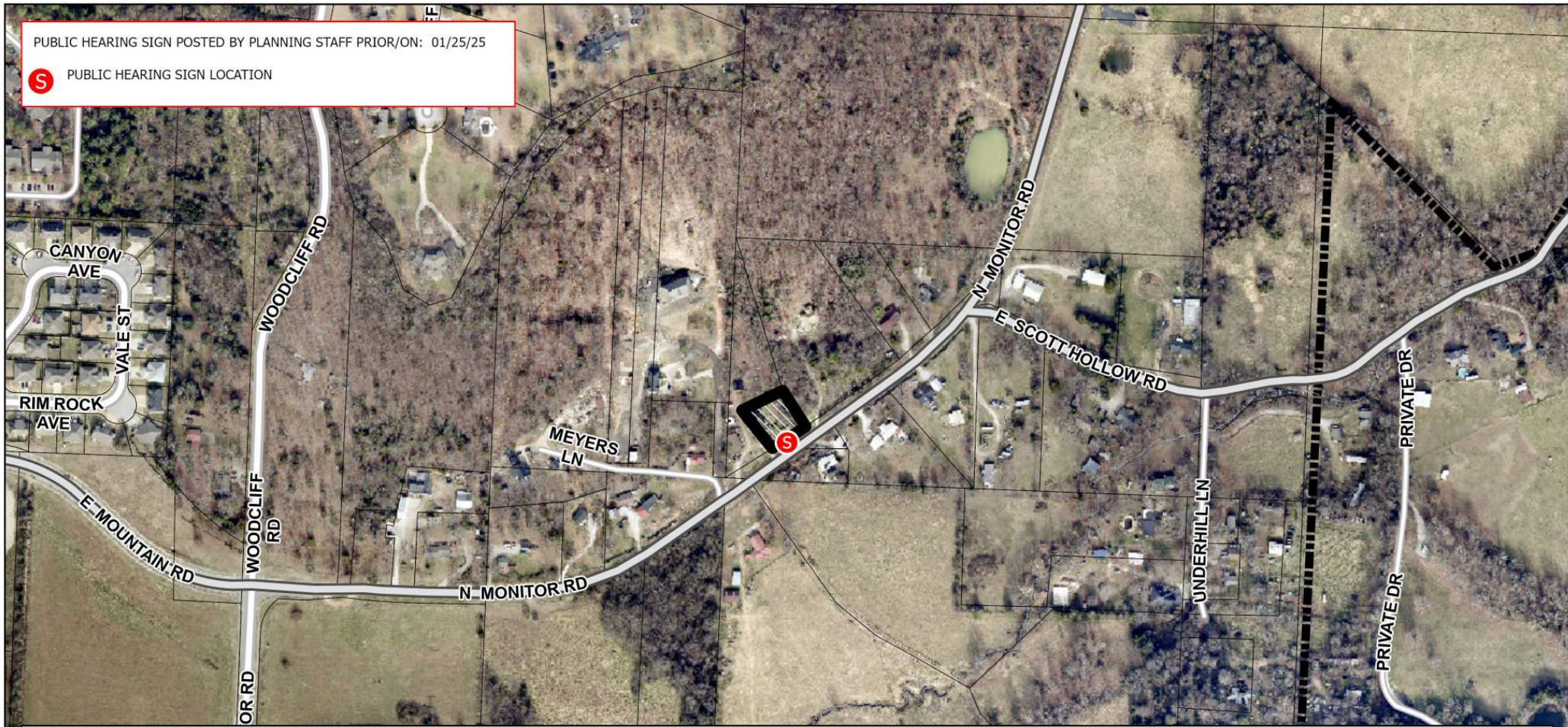
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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S PUBLIC HEARING SIGN LOCATION



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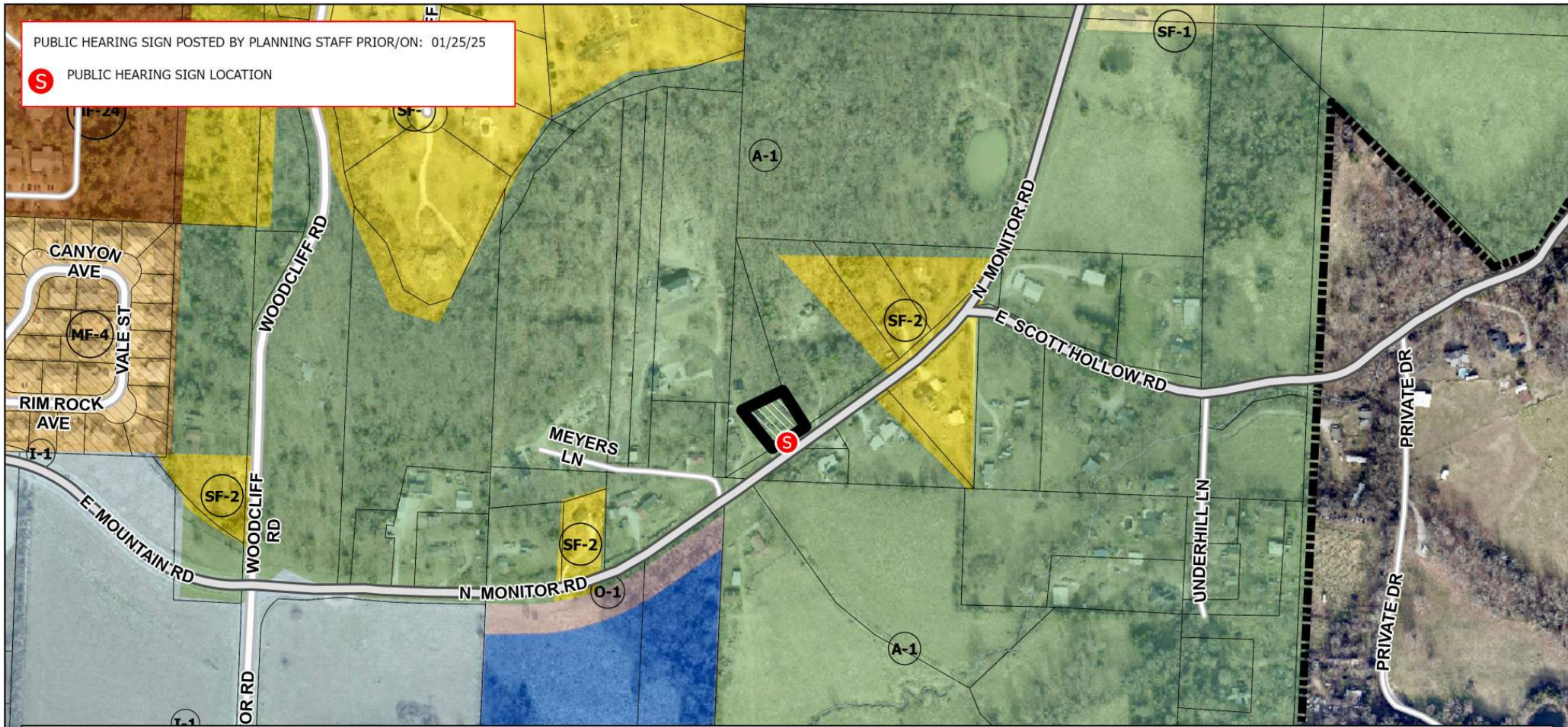
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PROJECT: R25-10 & B25-11
APPLICANT: Anne Sturdivant, QB ME LLC
LOCATION: 1056 N. Monitor Road
REQUEST: Rezoning from A-1 to SF-2,
Variance for Reduction of Side Setback

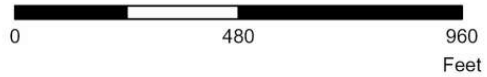


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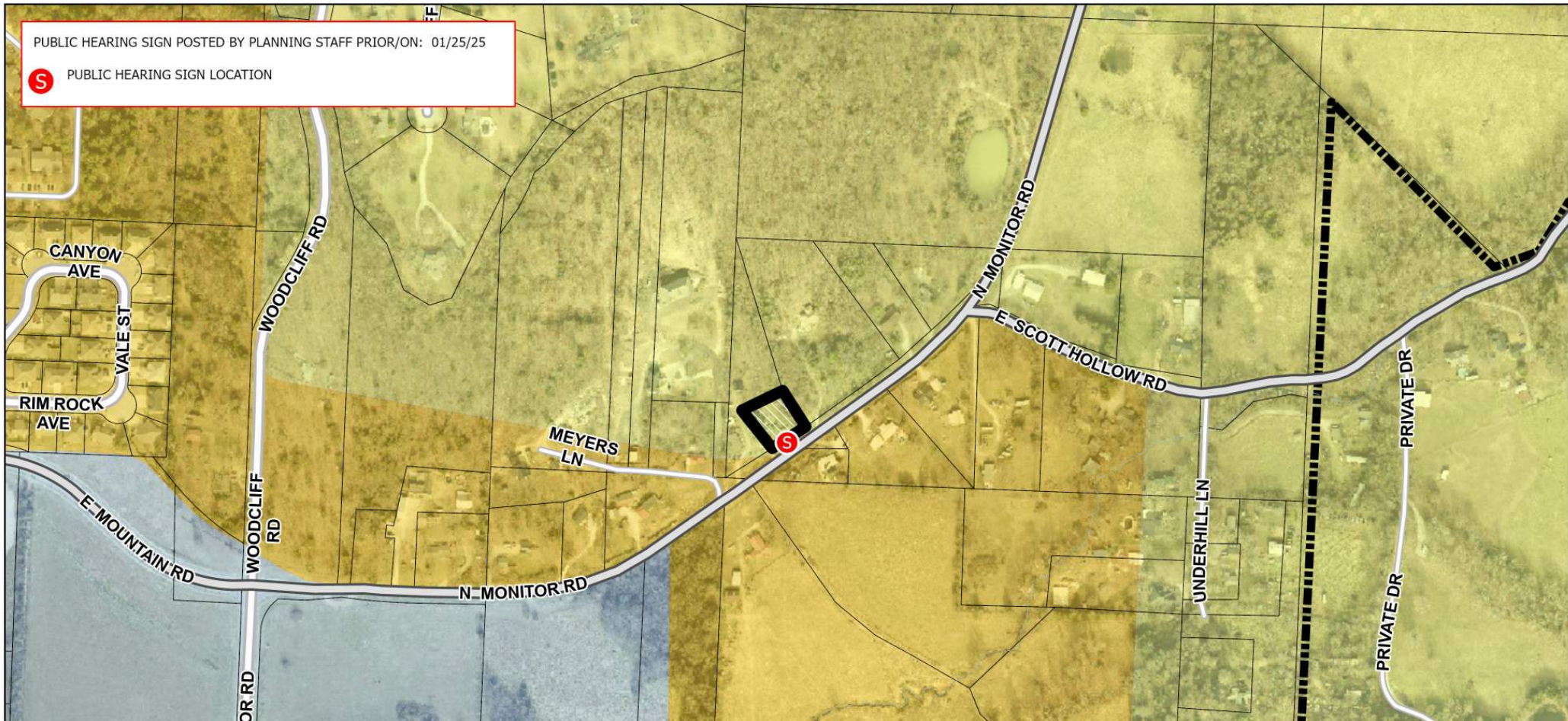


PROJECT: R25-10 & B25-11
APPLICANT: Anne Sturdivant, QB ME LLC
LOCATION: 1056 N. Monitor Road
REQUEST: Rezoning from A-1 to SF-2,
Variance for Reduction of Side Setback

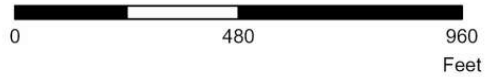


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 01/25/25

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



PROJECT: R25-10 & B25-11
APPLICANT: Anne Sturdivant, QB ME LLC
LOCATION: 1056 N. Monitor Road
REQUEST: Rezoning from A-1 to SF-2,
Variance for Reduction of Side Setback



RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE (C25-01) FOR MARSHALLESE NEW FELLOWSHIP CHURCH AT 3184 NORTH THOMPSON STREET USE UNIT 42 IN A GENERAL COMMERCIAL (C-2) DISTRICT AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on February 4, 2025, on a request by Marshallese New Fellowship Church for Use Unit 42 (Church/Synagogue) in a General Commercial District (C-2) at 3184 North Thompson Street; and

WHEREAS, following the public hearing, the Planning Commission by a vote of nine (9) yes and zero (0) nays recommends that a Conditional Use be granted to Marshallese New Fellowship Church with the following conditions:

1. Modifications to the building compliant with the adopted Code of Ordinance, as outlined by the Building Department.
2. Hours of operation for services are limited to Saturday 10:00 am to 12:00 pm, and Sunday 10:00 am to 8:00 pm.
3. The 16 parking spaces are required to be striped, including the ADA spot.
4. The shared parking agreement allows for two of the eighteen required parking spaces to be shared at Community Auto Sales directly south, at 3112 N. Thompson Street.
5. Must observe the provision of the City’s adopted noise standards.
6. Meet all Building and Fire Code provisions.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24



PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



PROJECT: C25-01

APPLICANT: Marshallese New Fellowship Church

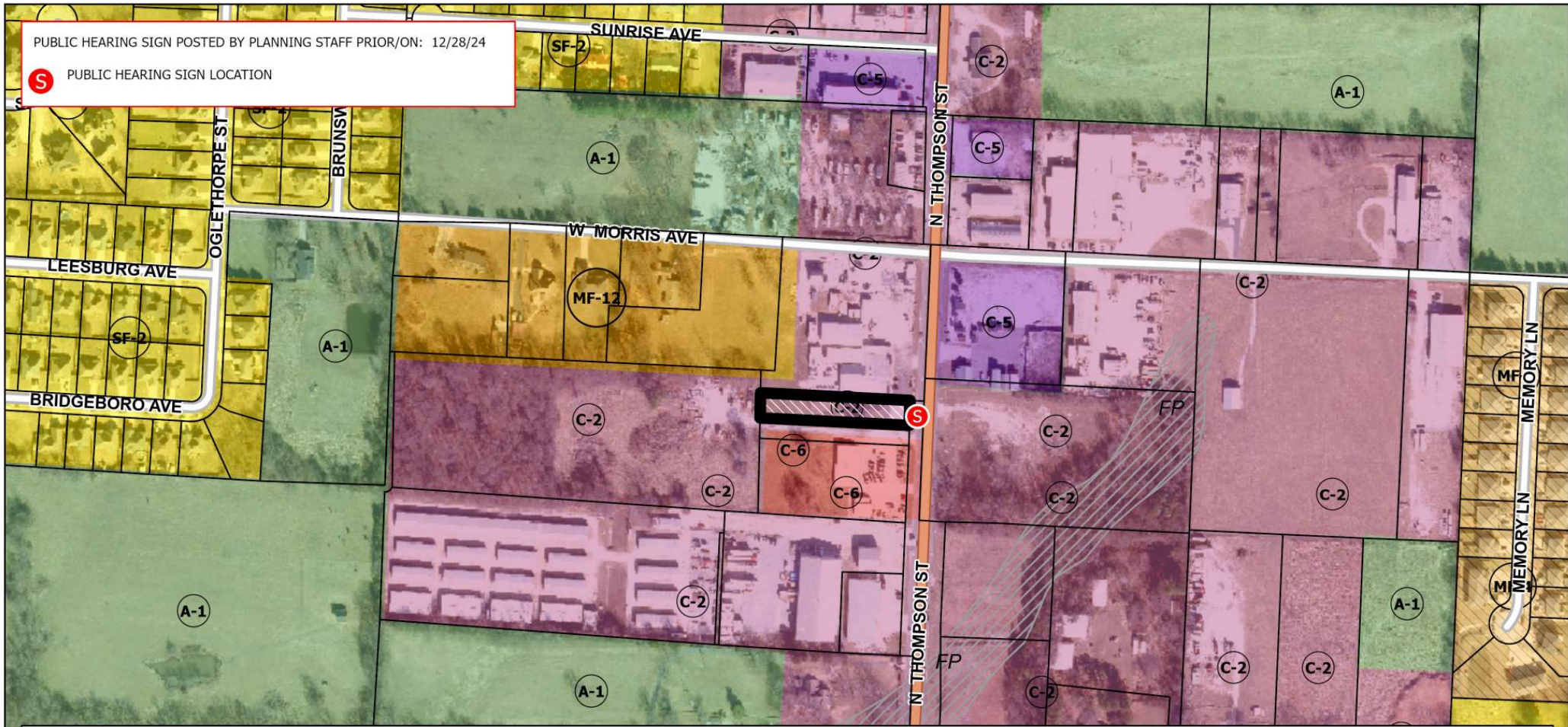
LOCATION: 3184 N. Thompson Street

REQUEST: Use Unit 42 (Church/Synagogue) in a C-2

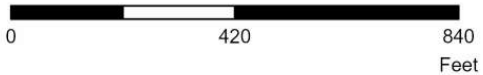


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



PROJECT: C25-01

APPLICANT: Marshallese New Fellowship Church

LOCATION: 3184 N. Thompson Street

REQUEST: Use Unit 42 (Church/Synagogue) in a C-2



SPRINGDALE™
WE'RE MAKING IT HAPPEN

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE (C25-02) FOR MARTY SUTTON, THE FOOD TRUCK AT 275 EAST ROBINSON AVENUE AS SET FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the Springdale Code of Ordinance provides that an application for a conditional use on appeal must be heard first by the Planning Commission and a recommendation made to the City Council; and

WHEREAS, the Planning Commission held a public hearing on February 4, 2025, on a request by Marty Sutton, The Food Truck for a Conditional Use (C25-02) for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2).

WHEREAS, following the public hearing, the Planning Commission by a vote of nine (9) yeases and zero (0) nays recommends that a Conditional Use (C25-02) be granted to Marty Sutton, The Food Truck for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2) with the following conditions:

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a Conditional Use (C25-02) to Marty Sutton, The Food Truck for a Use Unit 44 (Mobile Vending) in a General Commercial District (C-2) with the following conditions:

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Doug Sprouse, Mayor

ATTEST:

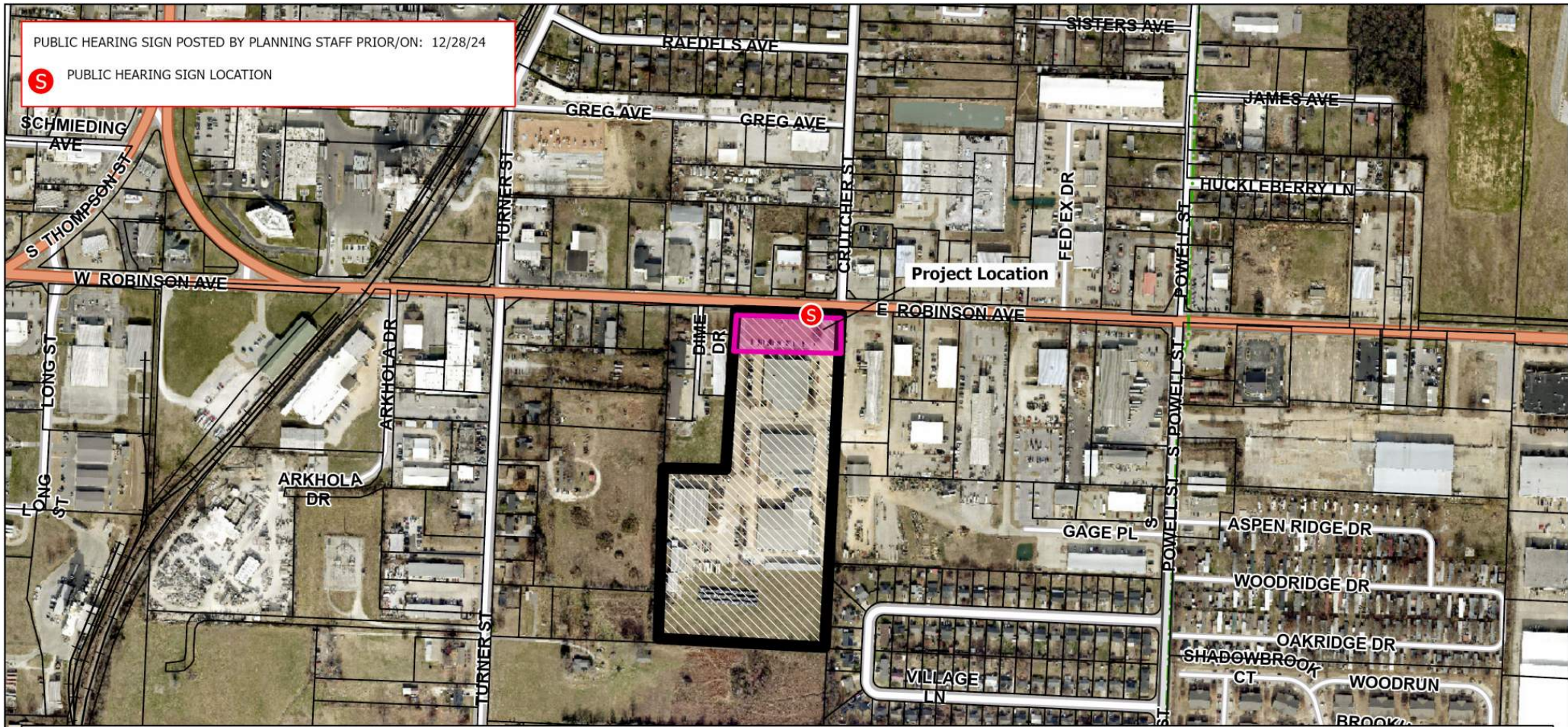
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

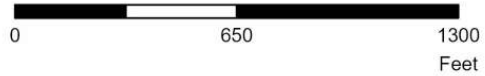
Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



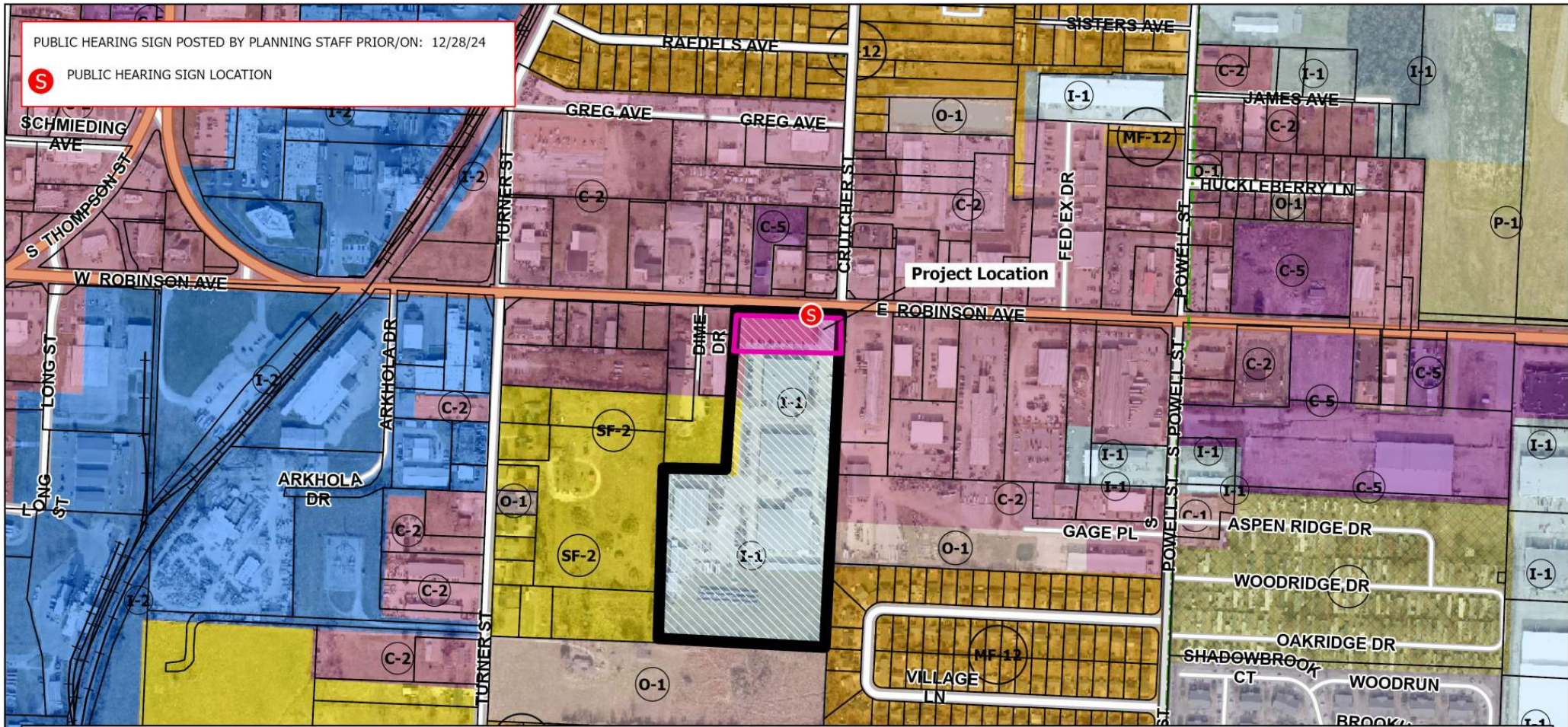
PROJECT: C25-02
APPLICANT: Marty Sutton, The Food Truck
LOCATION: 275 E. Robinson Avenue
REQUEST: Use Unit 44 (Mobile Vending) in a C-2



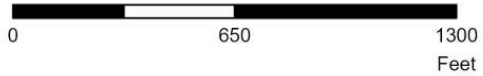
PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24



PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



PROJECT: C25-02

APPLICANT: Marty Sutton, The Food Truck

LOCATION: 275 E. Robinson Avenue

REQUEST: Use Unit 44 (Mobile Vending) in a C-2



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-05) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO HKH RESIDENCE TRUST IN CONNECTION WITH 8781 W. MILLER ROAD, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W25-05) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-05) of street improvements to HKH Residence Trust including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling, and the Planning Commission recommends denial of the waiver request.

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

Option 1: Grants a waiver of street improvements to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling.

Option 2: Denies a waiver of street improvements to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling.

Option 3: Approves payment in lieu to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling with estimated cost to be submitted by the developer’s engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to West Miller Road including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 8781 W. Miller Road, a single-family dwelling.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Doug Sprouse, Mayor

ATTEST:

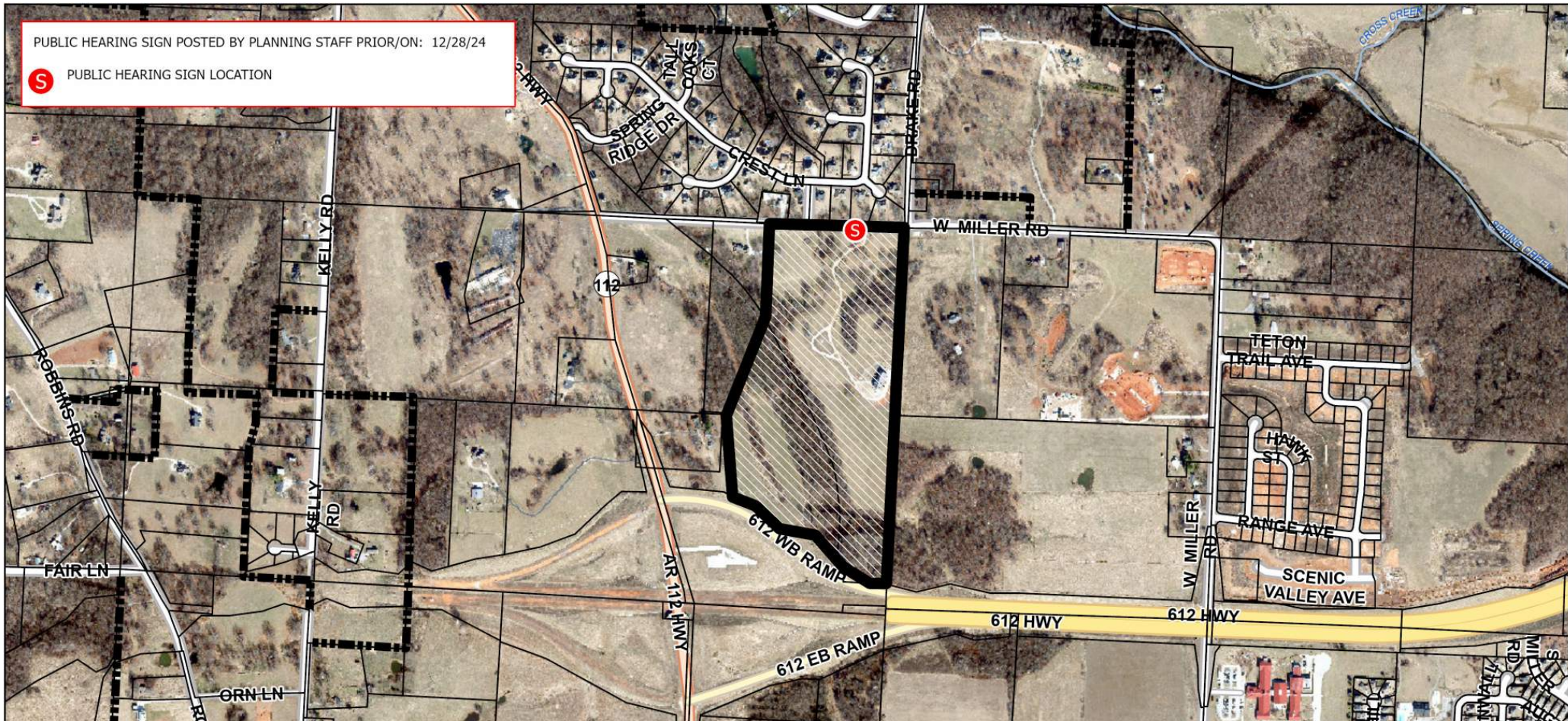
Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

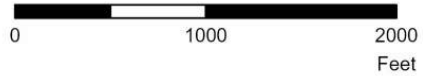
Ernest Cate, City Attorney

PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025

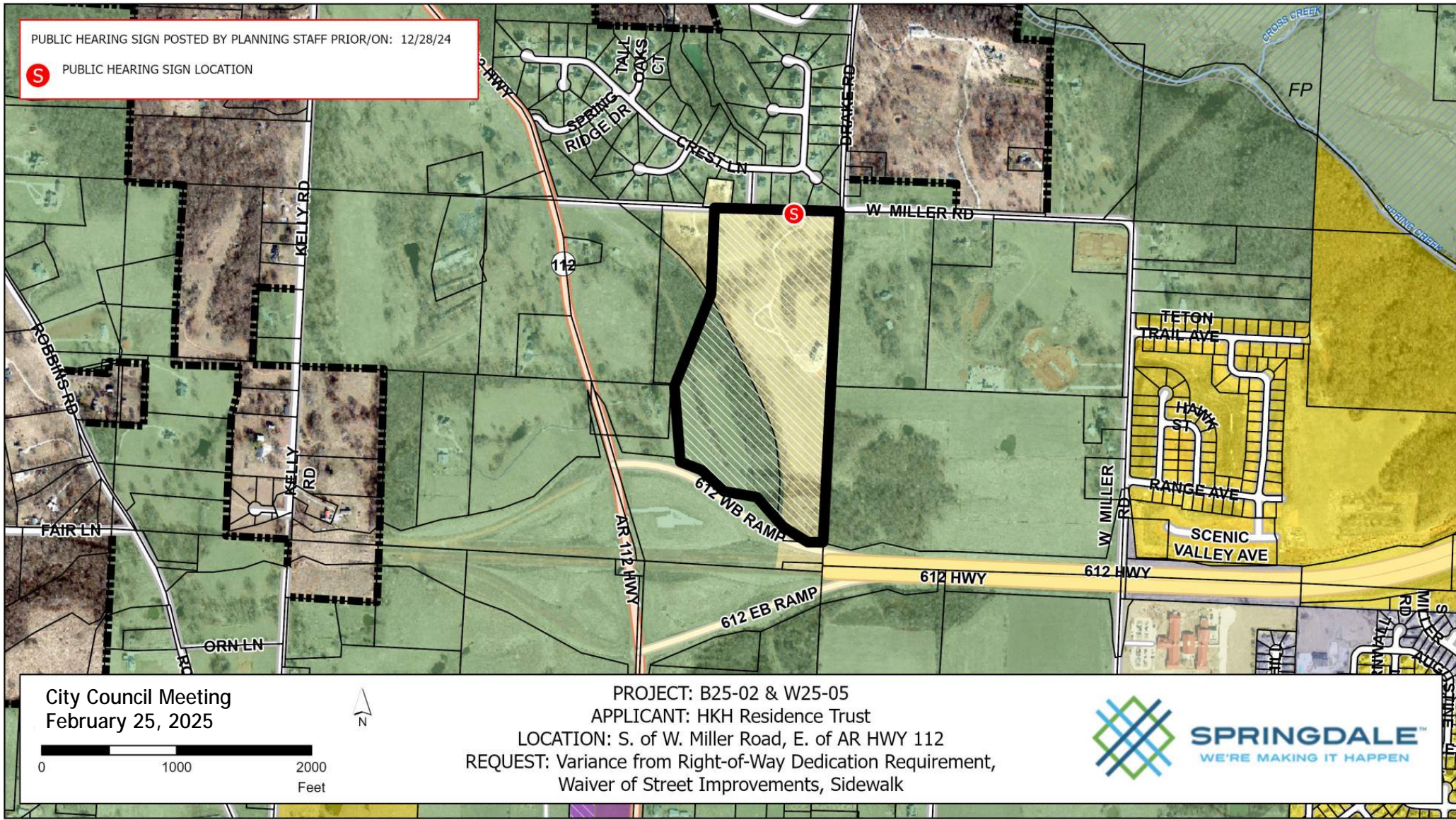


PROJECT: B25-02 & W25-05
APPLICANT: HKH Residence Trust
LOCATION: S. of W. Miller Road, E. of AR HWY 112
REQUEST: Variance from Right-of-Way Dedication Requirement,
Waiver of Street Improvements, Sidewalk

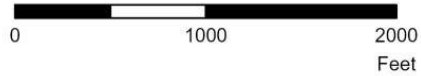


PUBLIC HEARING SIGN POSTED BY PLANNING STAFF PRIOR/ON: 12/28/24

S PUBLIC HEARING SIGN LOCATION



City Council Meeting
February 25, 2025



PROJECT: B25-02 & W25-05
APPLICANT: HKH Residence Trust
LOCATION: S. of W. Miller Road, E. of AR HWY 112
REQUEST: Variance from Right-of-Way Dedication Requirement,
Waiver of Street Improvements, Sidewalk



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER (W25-07) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO RELIABLE POULTRY PARKING EXPANSION IN CONNECTION WITH N25-02, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-07) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-07) of street improvements to East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion.

Option 2: Denies a waiver of street improvements to East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion.

Option 3: Approves payment in lieu to East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to East Huntsville Avenue including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-02, a Non-Large-Scale Development for Reliable Poultry Parking Expansion.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

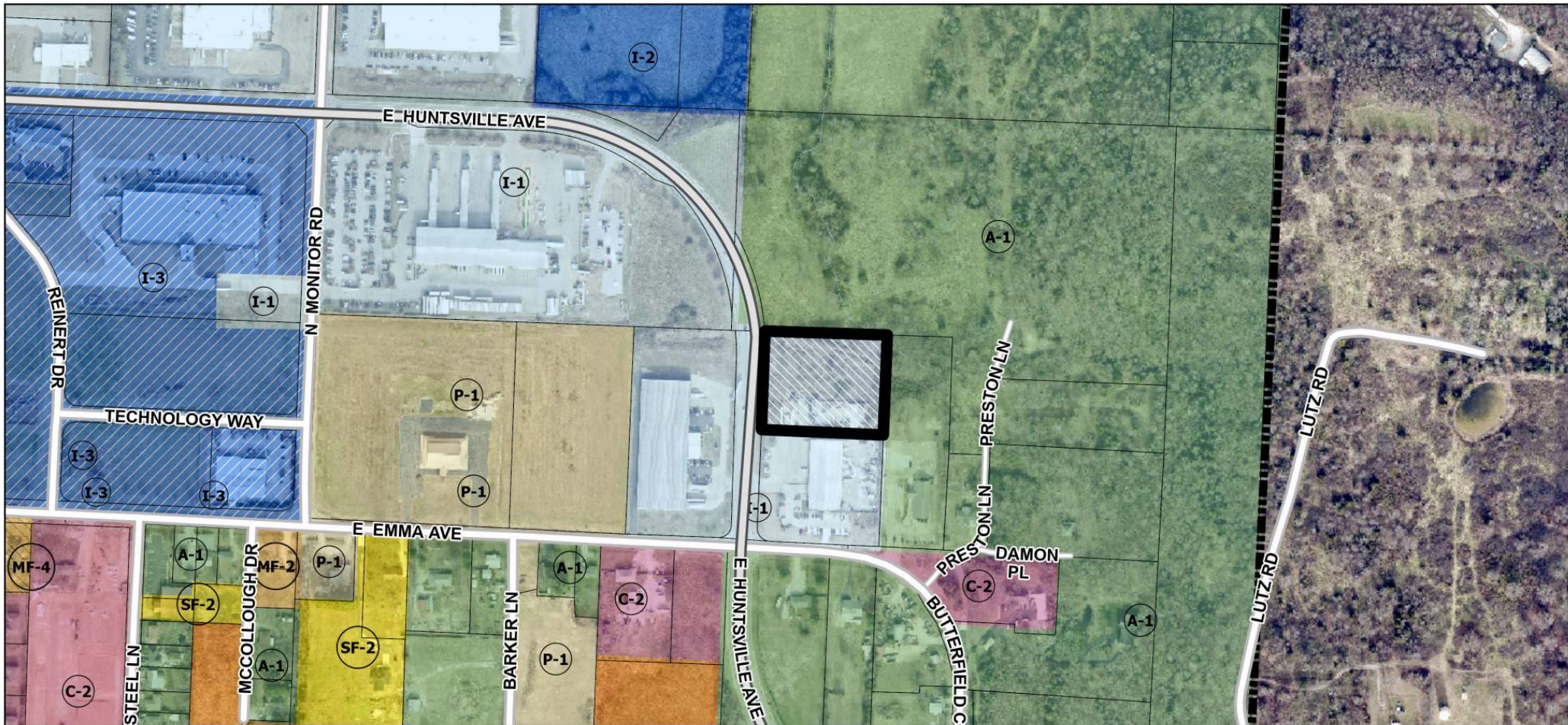


City Council Meeting
February 25, 2025



PROJECT: W25-07
APPLICANT: Reliable Poultry Parking Lot Expansion
LOCATION: 2974 E. Huntsville Avenue
REQUEST: Waiver of Street Improvements





City Council Meeting
February 25, 2025



PROJECT: W25-07

APPLICANT: Reliable Poultry Parking Lot Expansion

LOCATION: 2974 E. Huntsville Avenue

REQUEST: Waiver of Street Improvements



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING THE 2-51 RETIREMENT BENEFITS RESTRICTED ACCOUNT & AUTHORIZING THE TRANSFERRING OF FUNDS FROM THE UNRESTRICTED GENERAL FUND TO THE 2-51 RETIREMENT BENEFITS ACCOUNT, AND FOR OTHER PURPOSES.

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

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

WHEREAS, the city must pay out the optional retirement from the city’s General Fund, and

WHEREAS, if the elected official opts to forfeit the City of Springdale’s retirement contribution, the forfeited funds are set aside in the city employee retirement forfeiture fund account and inaccessible for the city to use for these officials’ retirement contributions, and;

WHEREAS, it would be beneficial for the City of Springdale to create the 2-51 Retirement Benefits Restricted Account within the General fund to be fiscally responsible.

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

Section 1. That the 2-51 Retirement Benefits Restricted Account be established.

Section 2. That \$550,000.00 shall initially be transferred from the Unrestricted General Fund to the 2-51 Retirement Benefits Restricted Account.

Section 3. That future amounts equal to forfeited funds from qualified city officials be transferred from the Unrestricted General Fund to the 2-51 Retirement Benefits Restricted Account.

PASSED AND APPROVED this 11th day of February, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
NEW AV EQUIPMENT FOR SHILOH MUSEUM OF
OZARK HISTORY, AND TO WAIVE COMPETITIVE
BIDDING**

WHEREAS, Shiloh Museum of Ozark History serves more than 45,000 visitors annually, for many different purposes, and

WHEREAS, the current AV System they use in their meeting room is more than 20-years old and needs to be replaced, and

WHEREAS, they are requesting to waive competitive bidding under Ark. Code Ann. §14-58-303 for the purchase and installation of new AV equipment from Commercial Audio Systems, a member of the Arkansas State Buy Board, and

WHEREAS, Commercial Audio Systems has provided a quote in an amount of \$64,954.91, to be paid for out of the 2025 Budget for Shiloh Museum of Ozark History, *Buildings and Grounds* account and *Property Improvements* account.

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

Section 1. The Mayor and City Clerk are hereby authorized to enter into an agreement with Commercial Audio Systems for the purchase and installation of new AV Equipment for the meeting room at Shiloh Museum of Ozark History, in an amount of \$64,594.91, to be paid for out of the 2025 Budget for Shiloh Museum of Ozark History *Buildings and Grounds* account and *Property Improvements* account.

Section 2. That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-303.

PASSED AND APPROVED this 25th day of February, 2025

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk


APPROVED AS TO FORM

Ernest B. Cate, City Attorney



SPRINGDALE
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: Museum		Date: February 5, 2025
Point of Contact: Angie Albright	Amount Requested: \$ 64,954.91	
Date to be Presented to Committee: <u>02</u> / <u>18</u> / <u>2025</u>		
Brief Description of Funding Request: This request is for a new AV system in our meeting room. Our current system is more than 20 years old, and most of it no longer works. We use it frequently in serving more than 45,000 people a year. We are requesting this particular company and the waiving of competitive bidding because we are using a buy board and this company did the systems in city hall. This will help us work with IT more effectively with any issues with the system in the future.		
Funding Source: (General Fund, Special Fund, etc.) General fund		
IS IT BUDGETED?		
YES <input checked="" type="checkbox"/>		NO <input type="checkbox"/>
\$0 - \$42,920.00 No Council Approval Needed		<input type="checkbox"/> \$0 - \$4,999
Request to Waive Bidding? <input checked="" type="checkbox"/> BUY BOARD <input type="checkbox"/> SOLE SOURCE		<input type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: 		<input type="checkbox"/> \$42,921.00 + Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



COMMERCIAL AUDIO SYSTEMS

Shiloh Museum - Updated 1/25

TIPS CONTRACT 230901

<u>QTY</u>	<u>Brand</u>	<u>Model</u>	<u>Description</u>	<u>Price each</u>	<u>Ext. Price</u>
1	Crestron	CP4n	System Control Processor	\$2,048.20	\$2,048.20
2	Crestron	DM-NVX-E20-2G-W-T	Video Transmitter	\$798.00	\$1,596.00
1	Crestron	TS-1070-B-S	10" Table Top Touch Panel	\$2,173.22	\$2,173.22
2	Crestron	DM-NVX-D60	Video Receiver	\$950.95	\$1,901.90
1	QSC	Core 8 Flex	Audio and Video Conferencing Processor	\$2,338.14	\$2,338.14
1	QSC	SL-DAN-16-P	Dante Audio License	\$446.88	\$446.88
1	QSC	SL-QSE-8N-P	Scripting License	\$267.33	\$267.33
1	QSC	NC-110	ePTZ Camera	\$1,157.10	\$1,157.10
1	QSC	NC-12x80	PTZ Camera	\$3,690.75	\$3,690.75
10	QSC	AD-C6T-ZB-WH	Ceiling Speaker	\$219.45	\$2,194.50
1	QSC	SPA-Qf 60x2	Power Amplifier	\$1,133.16	\$1,133.16
1	QSC	I/O USB BRIDGE	Video Conferencing Bridge	\$1,663.83	\$1,663.83
2	Shure	MXA710W-4FT	Ceiling Array Microphone	\$2,867.48	\$5,734.96
1	Shure	ULXD4D=-H50	Quad Wireless Microphone Receiver	\$3,003.14	\$3,003.14
1	Shure	ULDX1=-H50	Wireless Bodypack	\$528.01	\$528.01
1	Shure	ULDXD2B58=-H50	Wireless Handheld Microphone	\$665.00	\$665.00
1	Shure	WL185MW/C-TQG	Lapel Microphone	\$129.01	\$129.01
1	Shure	SBC200-US	Battery Charger W/PSU	\$244.72	\$244.72
2	Shure	SB900B	Rechargeable Battery	\$106.40	\$212.80
1	Netgear	GSM4230PX	AV Network Switch	\$1,823.43	\$1,823.43
1	Maxhub	ND98PNA	98" 4K Commercial Display W/Mount	\$6,497.44	\$6,497.44
1	Chief	XTM1U	Display Mount For Customer Provided TV	\$423.61	\$423.61
1	CAS	Misc	Cable, Connectors, Hardware, Power	\$1,330.00	\$1,330.00
				Subtotal	\$41,203.12
				Freight:	\$1,648.12
1	CAS	PGM	System Programming and Design	\$5,480.02	\$5,480.02
36	CAS	LB	Installation and Commissioning (5 Techs)	\$315.00	\$11,340.00
				Taxable Subtotal	\$54,191.25
				Sales Tax:	\$5,283.65
				Non-taxable Subtotal:	\$5,480.02
				Total:	\$64,954.91

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
SAFE FOR THE SPRINGDALE CITY CLERK'S OFFICE**

WHEREAS, the Springdale City Clerk's Office is responsible for managing millions of dollars daily for the City of Springdale, Arkansas, and

WHEREAS, in an effort to properly secure confidential documents and other important items such as blank checks, vehicle titles, and check stamps, the City Clerk's Office would like to purchase a safe to be stored in the vault room, and

WHEREAS, three (3) quotes have been secured; after review, the City Clerk's Office would like to purchase the Phoenix Fire Commander Safe from Hamco Business Solution in an amount of \$5,250.94, to be paid for out of the Unrestricted General Fund.

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 purchase the Phoenix Fire Commander Safe from Hamco Business Solution in an amount of \$5,250.94, to be paid for out of the Unrestricted General Fund.

PASSED AND APPROVED this 25th day of February, 2025

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



SPRINGDALE™
WE'RE MAKING IT HAPPEN

DEPARTMENT FUNDING REQUEST

Department: City Clerk's Office		Date: 2/7/2025
Point of Contact: Sabra Jeffus	Amount Requested: \$ 5,250.94	
Date to be Presented to Committee: <u>02</u> / <u>25</u> / <u>2025</u>		
Brief Description of Funding Request: To purchase a safe from HAMCO Business Solutions for our vault room, to house confidential items such as blank checks, vehicle titles and check stamps.		
Funding Source: (General Fund, Special Fund, etc.) Buildings and Grounds		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input checked="" type="checkbox"/>
\$0 - \$42,920.00 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 checked="" type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: <i>Sabra L. Jeffus</i>		<input type="checkbox"/> \$42,921.00 + Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source

Phoenix Fire Commander Safe Specifications



Model 1903

Dimensions

Overall Cabinet: 66 ¼"H x 47 ½"W x 27 ½"D
Inside: 59 1/2"H x 37 ½"W x 19 1/2" D
Weight: 1300 lbs.
Accessories: 3 adjustable shelves
2 locking drawer located at the bottom
(drawer is 3"H x 18 1/2"W x 16 ¾"D)

Fire Resistance & Impact Rating

These safes carry the prestigious SP classification NT Fire 017 120 Paper which includes a two-hour fire test at 1850°F. It has also been tested and certified for impact resistance during a 30' fall and a 2000°F explosion test in compliance with KIS standards. The safe's certification is considered equal to the UL Class 350 - 2 Hr. Fire & Impact resistance classification.

Safe Purpose

Fire Commander safes are used to protect information stored on paper and also limited types of computer media such as CDs, DVDs, flash drives, and memory cards. Safes are usually placed in offices, records rooms, or at an off-site location for archival storage. Safe is not designed to be bolted to the floor or wall.

Insulation

Phoenix's proprietary insulation is asbestos-free, and uses modern age chemistry principles to provide outstanding fire protection. Insulation also provides protection for the safe contents against magnetic interference.

Safe Construction

Insulation is fully encased between an inner and outer wall, keeping it out of contact with the records, and out of the bolt work and locking mechanisms. Safe body is made using .20 gauge steel in a uni-body construction to provide an elegant look while providing optimal structural strength.

Door Handle

Attractive and sturdy, handle is easy to grip and turn.

Safe Doors

Safe outer door is made of welded steel and are insulated with our proprietary insulation. Each outer door interlocks with the safe body to make safe interior resistant to heat transfer using a labyrinth sealing system. Special gaskets prevent water damage caused by fire hose spray or sprinklers.

Security Lock

Fire Commander Safes use user-friendly digital lock to secure the safe.

Finish

Phoenix Fire Commander safes are painted with an extremely durable water-based, air-dry, textured enamel paint finish.

Color

Phoenix Commander Safes are available in a neutral RAL9002 off-white color.

Product Warranty

All Phoenix products carry a three-year parts and labor warranty.

Free After A Fire Replacement

If your Phoenix Commander safe is exposed to a fire, Phoenix will replace the safe free!



**Free
After-A-Fire
Replacement**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT FOR 64TH
STREET PHASE II
PROJECT NO. 23BPS3**

WHEREAS, the City of Springdale is planning improvements for 64TH Street from Watkins to Don Tyson Blvd;

WHEREAS, ESI provided design services for 64th Street Phase 1 and has been selected as the most qualified firm;

WHEREAS, the contract has been submitted for approval with a fee not to exceed \$431,300 for Basic Services, Construction Administration and reimbursable expenses, and

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

Section 1. Expenditures for this project will be paid from the 2023 Street Bond Fund

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Engineering Services Incorporated, Inc. for engineering services related to 64th Street Phase II.

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 this _____ day of February, 2025

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City
Attorney

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

ENGINEERING SERVICES, INC.

for

**64TH STREET IMPROVEMENTS AND EXTENSION, PHASE II
CITY PROJECT NO. _____**

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and Engineering Services, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

The CITY intends to make the following improvements within the City of Springdale, hereinafter referred to as PROJECT:

PROJECT DESCRIPTION: Phase II of the 64th Street Improvements and Extension Project consisting of approximately 2,600 linear feet of existing and proposed 64th Street from the intersection with Watkins Avenue south to the planned extension of Don Tyson Parkway.

The ENGINEER shall provide professional services related to these improvements as described in this AGREEMENT.

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

**ARTICLE I
GENERAL**

Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

- 1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
- 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE
201 Spring Street
Springdale, AR 72764

ENGINEER: Engineering Services, Inc.
1207 South Old Missouri Road

Springdale, AR 72764 (Physical Address)
P.O. Box 282
Springdale, AR 72765-0282 (Mailing Address)

- Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.
- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be 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. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which

is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.

- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.
- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.
- Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".
- Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

- Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER's profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

**ARTICLE V
RESPONSIBILITIES OF THE CITY**

- Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

Sec. 6.4. Excess Liability Umbrella Form

Bodily injury and Property Damage Combined Including: (See Note 1)

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance.

However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.

Sec. 7.1. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

Sec. 7.2. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto,

zoning matters, annexations or consolidations, use or conditional use permits and building permits.

ARTICLE VIII COMPENSATION

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment “D”.
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment “D” represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY’s sole risk and without liability or legal exposure to ENGINEER.
- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or

of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

ARTICLE X OPINIONS OF PROBABLE COST

Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XI HAZARDOUS ENVIRONMENTAL CONDITIONS

Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental

officials.

Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

ARTICLE XII TERMINATION

Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:

12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and

12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.

Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials

accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment “B” or pay liquidated damages in the amount of two hundred dollars (\$500.00) for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as “Contract Time”).

Sec. 13.1 Contract Time shall begin on the date of written Notice to Proceed. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 days of receipt of deliverables required for each phase and the City will provide a written notice of acceptance. If the deliverables submitted are in compliance with the requirements of the Scope of Services, The ENGINEER may proceed to the next design phase. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER. The ENGINEER may not proceed to the next design phase until a complete submittal that complies with contract requirements is provided.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

ENGINEERING SERVICES, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Brian J. Moore, P.E., President
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Jason Appel, P.E., Secretary/Treasurer
Title

ATTACHMENT 'A'
SCOPE OF SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
64TH STREET IMPROVEMENTS AND EXTENSION, PHASE II
CITY PROJECT NO. _____

1. Scope of Project

- a. **PROJECT DESCRIPTION:** Phase II of the 64th Street Improvements and Extension Project consisting of approximately 2,600 linear feet of existing and proposed 64th Street from the intersection with Watkins Avenue south to the planned extension of Don Tyson Parkway.
- b. Update the construction plans previously prepared for CITY to reflect current utility facility locations.
- c. Revise the design for approximately 1,000 linear feet of the street at the south end of the project to move the street extension and proposed intersection with Don Tyson Parkway extension further east than the location shown in the original construction plans.
- d. Update right-of-way and easement documents as necessary to match the revised construction plans.
- e. Coordinate street design and construction with franchise utility companies' relocations to assure adequate space for all facilities and timely relocations.
- f. Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits, if necessary.
- g. Provide related design services including but not limited to topographic and utility surveys, geotechnical, and easement and right-of-way acquisition documents as required to update and revise plans.
- h. Provide construction phase services for the duration of the construction of the project:

- ENGINEER shall have a Resident Project Representative present at construction site during relocation work for and/or by franchise utilities to observe and create an accurate record of relocation activities.
 - ENGINEER shall have a Resident Project Representative at construction site whenever CONSTRUCTION CONTRACTOR is working on the project to observe and create an accurate record of construction activities.
 - Prepare daily log entries of construction activities and compile reports summarizing activities. All data to be provided to CITY electronically via Project Website, with hard copies to be provided when requested.
 - Attend regular construction meetings with CITY and CONSTRUCTION CONTRACTOR.
 - Review monthly applications for payment from CONSTRUCTION CONTRACTOR and prepare monthly pay estimates for CITY. Prepare any necessary change orders for revisions to construction contract.
- i. Relocation of existing water and sanitary sewer facilities owned by the Springdale Water and Sewer Commission are to be included in the design and street construction contracts. (Relocation of existing lines only - upgrades or extensions are specifically omitted and require additional compensation through an amended agreement or a separate agreement with Springdale Water and Sewer Commission).
 - j. Provide construction phase services Construction of this project may be bid as multiple separate contracts.

2. Basic Services

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. Topographic Surveys

- a. Update previously completed topographic surveys as necessary to accommodate revised street alignment and to reflect changes in the project area which have taken place since completion of the original plans.
- b. Establish base line (with references) along existing roadway. Set monuments on proposed centerline at 400 foot intervals and, if necessary, at intervisible points between, with a minimum of two monuments per site. Survey control shall be established on the State Plane Coordinate System.
- d. Set temporary bench marks at approximately 500 foot intervals.
- e. All surveys shall be performed to a minimum of third order accuracy.

4. Right-of-Way Surveys

- a. Review the previously completed right-of-way surveys and update them as necessary to accommodate the revised street alignment and to reflect any changes to property lines which have occurred since completion of the original plans.
- b. CITY will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- c. Perform any additional field surveys which may be required to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- d. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points. A full restaking of right-of-way and easements shall be completed for acquisition and/or construction purposes.
- e. As necessary, provide a property record search

5. Utility Surveys and Coordination

- a. Review the previously completed utility survey and utility relocation plans and update them to reflect current utility infrastructure locations and to accommodate the revised street alignment.
- b. Request location and size of existing overhead and underground utilities from the utility companies.
- c. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the City.
- c. Using utility field survey data, show existing utilities on plans.
- d. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.
- e. Review utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare

construction plans as directed by CITY to accommodate utility relocations, including identification of utility easements on right-of-way plans.

6. Geotechnical Investigations

- a. Review the geotechnical data from the previously completed geotechnical investigation, and perform additional geotechnical investigations, if necessary, for the southern portion of the street which will be built to the east of the area previously investigated. Geotechnical investigation shall be completed in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. Boring or test pits shall be provided at planned locations of structures. A minimum of one boring or test pit shall be provided for every 500 linear feet of street and at planned locations of structures. A test pit shall be completed for every 4 borings taken. For road widening projects, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Provide a boring and test pit plan for approval before beginning work.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY of suspected hazardous substances encountered.
- d. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- e. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

7. Conceptual Design Phase

The conceptual design has already been completed for this project. No conceptual design phase is included in this Agreement.

8. Preliminary Design Phase (90% Plans)

- a. Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
- (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets, including TOB and TOS lines.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing and proposed cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure detail. A drainage area map shall be furnished showing sub areas for each inlet. Preliminary hydrology data shall include runoff quantities for the 10, 25, 50, and 100 year design storms.
 - (6) Prepare preliminary layouts and details for designated intersections. Identify traffic lane configurations.
 - (7) Identify water and sewer facilities requiring relocation. Meet with Springdale Water Utilities to develop project approach for water and sewer designs.
 - (8) Provide list of Engineer-developed details to be incorporated into plans.
 - (9) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (10) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.
 - (11) Prepare preliminary storm water and erosion control plans.
 - (12) Prepare draft copy of special provisions (special conditions) to the construction specifications.

- (13) Prepare cost estimates for preliminary design.
- (14) Provide design report including calculations and support data.
- b. Prepare right-of-way plans to include the following:
 - (1) Plans shall be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, assigned tract numbers, addresses, temporary construction easements and related information.
 - (3) Provide tabulation of tracts, ownerships, and area calculations (permanent and temporary construction easements) for each acquisition, including areas of prescriptive easements.
- c. If desired by CITY, attend monthly design progress meetings with CITY.
- d. Provide written response to design review comments provided by CITY.

The preliminary design has already been completed for this project. No preliminary design phase is included in this Agreement.

9. Easement Document Preparation

- a. Review easement documents previously prepared for the project and update or augment the existing documents as necessary to reflect changes to ownership or property boundaries which have occurred in the interim and to reflect the revised street alignment at the south end of the project.
- b. Easement documents may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.
- c. Easement documents shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.
- d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.
- e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.

- f. Both one hard-copy, and one electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided in AutoCAD format. At the discretion of the CITY an electronic copy in .pdf format may be requested.

10. Final Design Phase (100% Plans)

- a. Update and revise the previously completed construction plans and documents (final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours, and other items) to reflect updated utility locations and utility relocation plans, as well as to adjust the alignment of the southern portion of the street further east than originally designed. All plan sheets are to use CITY standard sheet templates.
- b. Update construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the CITY format and standard detail drawings where applicable.
- c. Update final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications, including building demolition.
- d. Update calculated construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.
- e. Update the construction bid proposal form in accordance with CITY format.
- f. Update recommend construction contract time.
- g. Update complete construction specifications using City standard documents as available.
- h. Update the opinion of probable costs.
- i. Update the design report to include complete calculations and data.
- j. If desired by CITY, attend monthly design progress meetings with CITY.
- k. Prepare written response to design review comments provided by CITY.
- l. Update the Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

11. Bid/Award Phase

During the bidding phase of the project, the Engineer will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, provide a recommendation regarding contract award, and prepare construction contracts.

12. Construction Phase Services

Engineer shall provide construction phase services for the duration of the construction of the project. During the construction phase of work, the Engineer will accomplish the following:

- a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
- b. Perform construction layout surveys consisting of the establishment of baselines for locating the work, with a suitable number of benchmarks and control points for site references as shown in the plans and specifications.
- c. Furnish Professional Engineer to make periodic visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the CONSTRUCTION ENGINEER will endeavor to protect the City against defects and deficiencies in the work of the contractor. But the CONSTRUCTION ENGINEER cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take. The Professional Engineer shall:
 - (1) Make periodic visits to project site with additional visits when specifically requested by Resident Project Representative or CITY and for installation of key infrastructure components, excavations and boring activities, or other technically demanding activities.
 - (2) Review the progress schedule, review Shop Drawing submittals, and review schedule of values prepared by Contractor and consult with Resident Project Representative and CITY concerning acceptability.
 - (3) When clarifications and interpretations of the Contract Documents are needed by the Contractor, a Request for Information (RFI) shall be submitted to the CONSTRUCTION ENGINEER. The Professional Engineer will provide clarification in a written response on the RFI document, and issue back to the Contractor.

- (4) Consider and evaluate CONSTRUCTION CONTRACTOR's suggestions for modifications to Drawings and Specifications and report such suggestions along with Professional Engineer's recommendation(s) to CITY. Transmit in writing and electronically to the CONSTRUCTION CONTRACTOR the decision of the CITY.
 - (5) Prepare and upload the weekly project summary report based on site visits as well as Resident Project Representative's daily log records, photos, video, and any testing results or reports.
 - (6) For any issues which arise requiring a decision or authorization from CITY, Professional Engineer will upload any supporting materials or documentation to the Project Website. Professional Engineer will contact CITY by telephone and/or electronic mail to ensure CITY is aware an authorization or a decision is required.
- d. Furnish a Resident Project Representative to assist the Professional Engineer in observing the progress and locations of relocated facilities by franchise utility companies and in observing progress and quality of work by CONSTRUCTION CONTRACTOR during construction of the PROJECT. Through the Resident Project Representative's observations of the franchise utility relocation work in progress CONSTRUCTION ENGINEER shall endeavor to ensure relocated facilities are located appropriately to avoid conflicts with relocation of other utilities and with proposed street improvements. Through the Resident Project Representative's observations of CONSTRUCTION CONTRACTOR's work in progress and field checks of materials and equipment, CONSTRUCTION ENGINEER shall endeavor to provide further protection for City against defects and deficiencies in the work. Duties and responsibilities of the Resident Project Representative shall consist of the following:
- (1) Be at project site intermittently during relocation of franchise utility facilities to verify proposed and actual installation locations for all utilities to avoid conflicts between facilities being relocated and other utilities as well as between relocated utilities and proposed street improvements by CONSTRUCTION CONTRACTOR.
 - (2) Coordinate survey field crew presence as needed to collect field data related to locations of relocated franchise utility facilities for use in avoiding conflicts with subsequent utility relocation work by other franchise utilities and with subsequent construction of proposed street improvements by CONSTRUCTION CONTRACTOR.
 - (3) Be at project site during all construction activities as well as any related events, such as testing and/or inspections.
 - (4) Resident Project Representative shall be responsible for observing and recording

the activities of the Contractor, but shall not supervise, direct, or have control over CONSTRUCTION CONTRACTOR's work, nor have control or responsibility over the means, methods, techniques, sequences, or procedures of construction selected or used by franchise utility or CONSTRUCTION CONTRACTOR, for security or safety at the project site, for safety precautions or programs incident to CONSTRUCTION CONTRACTOR's work in progress, or for any failure of CONSTRUCTION CONTRACTOR to comply with Laws and Regulations applicable to CONSTRUCTION CONTRACTOR's performance. The CONSTRUCTION ENGINEER, through provision of the Resident Project Representative, neither guarantee the performances of the CONSTRUCTION CONTRACTOR nor assumes the responsibility for CONSTRUCTION CONTRACTOR's failure to furnish and perform the Work in accordance with the Contract Documents.

(3) In general, Resident Project Representative shall act as the representative of the CONSTRUCTION ENGINEER at the Project Site and shall act as directed by and under the supervision of the CONSTRUCTION ENGINEER. Resident Project Representative shall in general coordinate only with CONSTRUCTION ENGINEER and CONSTRUCTION CONTRACTOR regarding CONSTRUCTION CONTRACTOR's performance and shall only deal with Sub-Contractors through or with full prior knowledge and approval of CONSTRUCTION CONTRACTOR. Resident Project Representative in general shall only communicate with CITY with prior knowledge of or at the direction of the CONSTRUCTION ENGINEER. Resident Project Representative is an agent of the CONSTRUCTION ENGINEER and shall not be subject to instructions or direction from CITY or CONSTRUCTION CONTRACTOR. In the event CITY or CONSTRUCTION CONTRACTOR with to provide direction or instruction to Resident Project Representative, they will do so through CONSTRUCTION ENGINEER rather than direct communication to Resident Project Representative.

(4) Attend meetings with Contractor, such as preconstruction meetings, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

(5) Conduct on-site observations of the Contractor's work in progress to assist Professional Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

(6) Report to Professional Engineer whenever Resident Project Representative believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Professional Engineer of that part of work in progress that Resident Project Representative believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

(7) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Professional Engineer. Such visits should also be noted in weekly report to CITY.

(8) Prepare daily log entries recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and upload log entries to Project Website along with photos and/or video taken illustrating work and site conditions.

(9) Maintain records for use in preparing Project documentation.

(10) Resident Project Representative will be issued and have on hand at all times an electronic device (tablet computer) with the ability to access internet through cellular network and with all necessary software and hardware required to take pictures and video, prepare daily log entries, make notations on electronic copies of plans, and upload, view, and download files from Project Website.

(11) Resident Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of CONSTRUCTION ENGINEER's authority as set forth in this Agreement.
- Undertake any of the responsibilities of CONSTRUCTION CONTRACTOR, Subcontractors, or Suppliers.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONSTRUCTION CONTRACTOR's work.
- Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CITY or CONSTRUCTION CONTRACTOR.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Professional Engineer.
- Accept shop drawing or sample submittals from anyone other than CONSTRUCTION CONTRACTOR.
- Authorize CITY to occupy the PROJECT in whole or in part.

e. Attend progress/coordination meetings with the CITY/CONSTRUCTION CONTRACTOR.

- f. Set up, prepare for and attend utilities coordination meeting(s).
- g. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the CONSTRUCTION ENGINEER on the shop drawings during this review will not relieve CONSTRUCTION CONTRACTOR from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The CONSTRUCTION CONTRACTOR will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.
- h. Maintain a set of working drawings which will be provided to CITY at completion of PROJECT.
- i. When authorized by the CITY, prepare change orders for changes in the work from that originally provided for in the construction contract documents.
- j. Attend, along with the CITY's representatives, a final inspection of the project, and prepare a deficiency list to be submitted to the CONSTRUCTION CONTRACTOR.
- k. Prepare a final Reconciliation Change Order and final pay estimate.
- l. Coordinate geotechnical services during construction with geotechnical firm selected by CITY for verification that construction is in compliance with minimum specifications for density and compaction, as well as other CITY requirements. Any geotechnical testing will be noted in daily logs and weekly reports. Findings of completed tests will be noted in weekly reports, and geotechnical reports will be uploaded to Project Website.

13. Project Deliverables

Project deliverables for design phase services:

- a. One copy hardcopy and one PDF copy of the Geotechnical Report.
- b. One copy hardcopy and one PDF copy of the hydraulic modeling calculations and drainage design.
- c. One copy hardcopy and one PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
- d. One copy hardcopy and one PDF copy of the revised Final Plans and Specifications

(Bid Set), design report, cost estimates and other supporting documents.

- e. Two full size and two half-size copies of the Construction Plans.
- f. One copy hardcopy and one PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
- g. Three copies of the Final Plans and Specifications to the Contractor.
- h. One copy hardcopy and one PDF copy of the right-of-way plans, easements, and acquisition documents.
- i. Electronic files as requested.

Project deliverables for the construction phase services:

- a. Login instructions and credentials allowing CITY to access Project Website to view and download plans, daily logs, weekly reports, photos, videos, notes, testing results, pay estimates, and all other documents prepared and collected during provision of construction engineering services for PROJECT.
- b. Daily log entries by Resident Project Representative uploaded electronically to Project Website. Hard copies to be provided upon request.
- c. Weekly construction summary report consisting of a narrative generally describing all relevant information regarding the project in the preceding week, to include the general nature of work undertaken by CONSTRUCTION CONTRACTOR during the week, any major construction milestones reached, weather conditions, number of days worked, approximate quantities/percentages of work items installed/completed, any concerns regarding construction methods, and any unusual activity or noteworthy events. Reports to be uploaded electronically to Project Website with hard copies provided upon request.
- d. Bi-weekly or semi-monthly time sheets for all CONSTRUCTION ENGINEER staff working on the project to serve as basis for invoicing and payment. Electronic copies and one hard copy to be provided with invoice.
- e. Electronic copy uploaded to Project Website for monthly pay estimate with hard copy upon request.
- f. Electronic copy uploaded to Project Website for any change orders required along with supporting documentation with hard copies upon request.

14. General

- a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
- b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, linetypes, fonts, etc. shall conform to the standard templates.
- c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- d. Record drawings shall be provided on computer disk in PDF format in addition to the reproducible drawings.
- e. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- f. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- g. The ENGINEER should anticipate a 5 business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
- i. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

ATTACHMENT “B”

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

64TH STREET IMPROVEMENTS AND EXTENSION, PHASE II

CITY PROJECT NO. _____

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Updated Surveys – Topo and Utility 60 Days from Notice to Proceed
- Updated 90% Construction Plans for Review 120 Days from Notice to Proceed
- Updated 100% Construction Plans 60 Days from Review by City
- Updated Easement Documents 45 Days from 100% Construction Plan Approval
- Construction Phase Services: ENGINEER shall continue providing Construction Phase services until construction is complete, Reconciliation Change Order and final Pay Estimate have been processed, and notice is provided by CITY to CONSTRUCTION ENGINEER that all required services have been provided.

ATTACHMENT “C”
ADDITIONAL SERVICES
PROFESSIONAL SERVICES AGREEMENT
CITY OF SPRINGDALE, ARKANSAS
64TH STREET IMPROVEMENTS AND EXTENSION, PHASE II
PROJECT NO. _____

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:

- No performance of work other than that required by Attachment “A” unless additional services are authorized in writing by the CITY. Any additional services shall be performed by ENGINEER at the hourly rates listed in Exhibit 1.

ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

64TH STREET IMPROVEMENT AND EXTENSIONS, PHASE II

CITY PROJECT NO. _____

CITY shall pay ENGINEER for services rendered by the hour not to exceed the amounts as stated below:

CONSULTANT COSTS	
TOPOGRAPHIC, UTILITY, ROW, AND PROPERTY SURVEYS	\$15,325.00
CONCEPTUAL/PRELIMINARY DESIGN	\$35,350.00
FINAL DESIGN	\$24,925.00
RIGHT OF WAY DOCUMENT PREPARATION	\$9,950.00
BID AND AWARD PHASE SERVICES	\$10,200.00
TITLE II SERVICES (POST AWARD SERVICES)	\$3,350.00
PART-TIME CONST. OBSERVATION FOR FRANCHISE UTILITY RELOC.	\$33,300.00
FULL-TIME CONST. OBSERVATION FOR CONSTRUCTION	\$280,700.00
SUBTOTAL - CONSULTANT COSTS:	<u>\$413,100.00</u>
SUBCONSULTANT COSTS	
Geotechnical Subconsultant	\$15,000.00

TOTAL PROJECT COSTS: \$428,100.00

Manhour projections for each phase are shown on the following page(s). Hours in each phase may be adjusted to meet the need for that phase, however the total hourly time for the complete project shall not be exceeded unless the time needed to construct the proposed improvements exceeds twelve months.

Manhour projections for Construction Phase Services anticipate a twelve month contract time. In the event construction exceeds this twelve month period, and if the not to exceed total compensation amount has been reached, CITY will pay ENGINEER for additional Construction Phase Services provided from that point until construction is completed at the hourly rates provided in Exhibit 1 unless an alternative agreement in writing has been reached by mutual consent of both parties.

CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and any Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

Title Work (By City)	\$	0
Utility Locates (By City)	\$	0
Other Reimbursable Allowance	\$	3,000
SUB-TOTAL Reimbursable Expenses		\$ <u>3,000</u>

Additional Services: Additional Services beyond the Scope provided in Attachment A shall be performed by ENGINEER at the hourly rates listed in Exhibit 1.

ANTICIPATED MANHOURS AND SALARY COSTS-64TH STREET PHASE II

A: TOPOGRAPHIC, UTILITY, RIGHT-OF-WAY, & PROPERTY SURVEYS

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	2-Man Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
TOPOGRAPHIC & UTILITY SURVEYS					
Topographic Surveys			1	8	16
Utility Surveys (Locate all Utilities)		1	2	8	16
TOPOGRAPHIC & UTILITY SURVEYS SUBTOTALS:	0	1	3	16	32
PROPERTY & RIGHT-OF-WAY SURVEYS					
Evaluation of Land Records Research Data/Documents (Documents to be Provided by Owner)			2	6	
Field Research and Data Collection					4
Stake Proposed ROW (Once-For Acquisition)				2	3
Stake Proposed ROW (Once-For Construction)			1	2	3
PROPERTY & RIGHT-OF-WAY SURVEYS SUBTOTALS:	0	0	3	10	10
MANHOURS FOR A: SURVEYS:	0	1	6	26	42
SALARY COSTS FOR A: SURVEYS:	\$0.00	\$225.00	\$1,350.00	\$3,250.00	\$10,500.00
TOTAL MANHOURS:	75		TOTAL SALARY COSTS:		\$15,325.00

B: PRELIMINARY DESIGN PHASE (90% PLANS)

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Develop Street Design on Plan and Profile Sheets	2	10		40	
Drainage Design and Drainage Area Map	4	12		32	
Cross Sections (Roadway, Side Roads, & Driveways)	2	6		24	
Coordination with Utility Companies	4	8			
Coordination with Subconsultants	1	6			
Owner Meetings and Coordination	4	6			
Develop Opinion of Probable Construction Cost	2	6			
Internal Review and Revisions	6	10	2	8	
MANHOURS FOR B: PRELIMINARY STREET DESIGN:	25	64	2	104	0
SALARY COSTS FOR B: PRELIMINARY STREET DESIGN:	\$7,500.00	\$14,400.00	\$450.00	\$13,000.00	\$0.00
TOTAL MANHOURS:	195		TOTAL SALARY COSTS:		\$35,350.00

C: FINAL DESIGN PHASE (100% PLANS)

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Address Preliminary Design Review Comments	1	5		16	
Prepare Final Design Plans	4	8		40	
Drainage Design	1	8		16	
Stormwater/Erosion Control Plans		2		4	
Develop Special Provisions/Conditions	1	4		2	
Coordination with Utility Companies		2			
Coordination with Subconsultants	1	2			
Owner Meetings and Coordination	2	2			
Update Opinion of Probable Construction Cost	1	2			
Internal Review and Revisions	2	4		4	
Address Final Design Review Comments	2	4		4	
MANHOURS FOR C: FINAL STREET DESIGN:	15	43	0	86	0
SALARY COSTS FOR C: FINAL STREET DESIGN:	\$4,500.00	\$9,675.00	\$0.00	\$10,750.00	\$0.00
TOTAL MANHOURS:	144		TOTAL SALARY COSTS:		\$24,925.00

D: ROW DOCUMENT PREPARATION

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
ROW Plan Sheets/Exhibit Pages			4	8	
Legal Description Preparation			2	8	
Thorough Internal Review/Revision of ROW Documents	2	4	4	8	
Meeting/Coordination with Owner	1	1	1		
Final ROW Documents	2	2	4	4	
MANHOURS FOR D: ROW DOCUMENTS:	5	7	15	28	0
SALARY COSTS FOR D: ROW DOCUMENTS:	\$1,500.00	\$1,575.00	\$3,375.00	\$3,500.00	\$0.00
TOTAL MANHOURS:	55			TOTAL SALARY COSTS:	\$9,950.00

E: CONTRACT BID AND AWARD

TASK DESCRIPTIONS / ITEMS OF WORK	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Bid Document Preparation and Distribution	4	4			
Receive/Respond to Inquiries and Issue Addenda	2	4			
Pre-Bid Meeting	2	2			
Bid Opening	2	2			
Preparation of Bid Tabulation	1	2			
Bid Evaluation and Recommendation of Award	1	2			
Construction Contract Preparation	4	6			
Notice of Award		2			
MANHOURS FOR E: CONTRACT BID AND AWARD:	16	24	0	0	0
SALARY COSTS FOR CONTRACT BID AND AWARD:	\$4,800.00	\$5,400.00	\$0.00	\$0.00	\$0.00
TOTAL MANHOURS:	40			TOTAL SALARY COSTS:	\$10,200.00

F: TITLE II SERVICES

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Surveyor (P.L.S.)	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Verify and Set Control			1	2	1
Pre-Construction Meeting with City	1	2			
Coordinate Final Plans and Specifications for Construction	2	4		3	
MANHOURS FOR F: TITLE II SERVICES:	3	6	1	5	1
SALARY COSTS FOR F: TITLE II SERVICES:	\$900.00	\$1,350.00	\$225.00	\$625.00	\$250.00
TOTAL MANHOURS:	16			TOTAL SALARY COSTS:	\$3,350.00

G: FRANCHISE UTILITY RELOCATION OBSERVATION

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Resident Project Rep.	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Part-Time Const. Observation for Franchise Utility Relocations	2	12	240		
SALARY COSTS FOR F: TITLE II SERVICES:	\$600.00	\$2,700.00	\$30,000.00	\$0.00	\$0.00
TOTAL MANHOURS:	254			TOTAL SALARY COSTS:	\$33,300.00

H: CONSTRUCTION OBSERVATION

TASK DESCRIPTIONS / ITEMS OF WORK	SALARY COSTS				
	Engineer (Principal)	Engineer (Project/Design)	Resident Project Rep.	Draftsman/ CAD Tech.	Survey Field Crew
	\$300.00 /hr.	\$225.00 /hr.	\$125.00 /hr.	\$125.00 /hr.	\$250.00 /hr.
Full-Time Observation for Project Construction	4	20	2200		
SALARY COSTS FOR F: TITLE II SERVICES:	\$1,200.00	\$4,500.00	\$275,000.00	\$0.00	\$0.00
TOTAL MANHOURS:	2224			TOTAL SALARY COSTS:	\$280,700.00

EXHIBIT 1

ENGINEER'S HOURLY RATES

<u>CLASSIFICATION</u>	<u>RATE / HOUR</u>
Engineer (Principal)	\$ 300.00
Engineer (Project/Design)	\$ 225.00
Surveyor (PLS)	\$ 225.00
Landscape Architect	\$ 225.00
Technician / Draftsman	\$ 125.00
Resident Project Representative	\$ 125.00
Clerical	\$ 85.00
Survey Crew (Two-Man Crew)	\$ 250.00
Survey Crew (Three-Man Crew)	\$ 300.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO RENEW A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN.

WHEREAS, in 2015, the City Council for the City of Springdale, Arkansas, passed an Ordinance establishing the Downtown Master Plan for downtown Springdale;

WHEREAS, the intent of the Downtown Master Plan is to promote, preserve, and enhance the development, preservation, and beautification of Downtown Springdale, which benefits all the residents of the City of Springdale;

WHEREAS, on March 23, 2021, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 5579, authorizing a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan;

WHEREAS, the contract with the DSA was extended for additional one (1) year terms by way of Resolution No. 36-22 passed on April 26, 2022, by way of Resolution No. 44-23 passed on April 11, 2023, and by way of Resolution No. 58-24 on May 14, 2024, said term expiring on February 28, 2025;

WHEREAS, the City of Springdale desires to renew the existing contract with the DSA for a period of one (1) year;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the DSA, allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$150,000.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to renew a contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$150,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

CONTRACT FOR SERVICES

This Contract for Services entered this ____ day of _____, 2025, by and between the City of Springdale, Arkansas, (hereafter “City”) and Downtown Springdale Alliance (hereafter “DSA”) pursuant to the following terms and conditions:

WHEREAS DSA (Downtown Springdale Alliance) is a not-for-profit entity organized exclusively to promote, encourage, develop, engage participation in, and support the beautification and preservation of the City of Springdale downtown core and surrounding areas; and

WHEREAS, a downtown area has been identified by the City consisting of approximately 675 acres from U.S. Highway 71-B on the west to Arkansas Highway 265 on the east and Huntsville Avenue on the north and Quandt Avenue/Caudle Avenue on the south (hereafter sometimes referred to as “Downtown”); and

WHEREAS, DSA has specifically designated Downtown as that part of Springdale to devote its attention to the promotion, preservation, enhancement, engagement, business development, and marketing; and

WHEREAS, DSA has previously engaged in a contract for the City, and through this agreement, seeks to continue those services in a defined manner by providing services relevant to City projects in Downtown; and

WHEREAS, the promotion, development, enhancement, engagement, marketing, and business development of Downtown is vital to City in that a vibrant, diverse, healthy, active, commercial, and inhabited Downtown is necessary for the future growth and continued sustainability of City; and

WHEREAS, City has undertaken to construct public facilities Downtown consisting of a revitalization of Shiloh Square and Luther George Park, Realignment of Razorback Regional Greenway across Emma Avenue, and connecting Downtown to Mt. Fitzgerald via protected bike lanes; and

WHEREAS, in order to fund and maintain such public facilities and to enact the Downtown Master Plan, it is vital to have a vibrant Downtown with an infrastructure that promotes the Downtown and to have a tax base both in terms of ad valorem tax and sales taxes that will not only fund and promote City, but the Downtown and general services available to City to promote the general safety, preserve the health, promote the prosperity and improve the order, comfort and convenience of the City and its inhabitants; and

WHEREAS, private entities including Tyson Foods, Inc., have moved offices Downtown, which requires an expansion of infrastructure provided by the public sector, as well as services provided by private investment, including but not limited to retail, entertainment, restaurants, offices, medical services, and the like to serve those persons who are, and will be, inhabiting Downtown, as well as working therein; and

WHEREAS, there were numerous vacant buildings in the Downtown which are now occupied by the private sector and now provide a growing tax base both in terms of ad valorem taxes and sales taxes and otherwise. Downtown blight has been deterred for decades to come. A blight upon a portion of the City would have a negative impact both in terms of safety and the health and welfare of its inhabitants; and

WHEREAS, City does not have the ability to provide the services to be rendered as outlined herein below and has no staff or office in the City devoted to such services; and

WHEREAS, no other entity, public or private, is providing the services to the inhabitants and citizens of the City or to the City that are to be provided herein; and

WHEREAS, City has the inherent authority to enter this Contract pursuant to A.C.A. § 14-54-101 and §14-55-102; and

WHEREAS, services provided herein by DSA are unique and City finds it impractical and unfeasible to obtain the services provided herein through a formal competitive bidding and has, by appropriate action of its City Council, waived such requirement of bidding; and

WHEREAS, pursuant to Arkansas law, it is required that a contract be developed between City and DSA to establish that City is not merely contributing to DSA, but that City will and shall receive unique benefits from this contractual agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties as follows:

1. **CONSIDERATION:** City shall pay and DSA agrees to accept a sum in the amount of \$150,000.00 as consideration for the services to be rendered as set forth in this Contract to be paid bi-annually during the First business Monday of Second Quarter and the First business Monday of the Fourth Quarter.
2. **TERM:** The term of this Contract shall be from March 1, 2025, to February 28, 2026.
3. **SERVICES TO BE PROVIDED:** DSA's primary purpose, which is aligned with the City's goals, is "To Promote a Vibrant Downtown Springdale." In consideration of the funds paid by the City, DSA will provide the following specific services:
 - a. **Public Space, Community Events Calendar, Social Media, Website**
 - i. Organize, and advertise public events through operation, updating, and maintenance of the Downtown Public Events Calendar, Social Media, and Website, Press Releases, etc.
 - ii. Manage all requests to reserve Shiloh Square, Turnbow Park, and Luther George Park.
 - iii. Manage and coordinate all street closures approved by the city for Emma Avenue in Downtown Springdale through the Public Events Committee.
 - iv. Provide the administration and coordination of the Public Events Committee. Coordinate and approve applications for public events

wishing to use public spaces within the Downtown area. Representatives of downtown businesses, arts organizations, the Jones Center, the Rodeo, the ARMO Railroad, and City staff from Police, Planning, Parks, Public Works, and Public Relations comprise the Public Events Committee.

- v. Provide liaison services to property owners and interested parties for the development, implementation, and revision of land use by assisting with development and ongoing revision of rules and regulations for Downtown master planned overlay district.
 - vi. Develop and maintain a website that provides a virtual gateway to downtown, aligns with our mission, and is reflective of all that is happening in Downtown Springdale.
 - vii. DSA shall host and provide some programming in Luther George Park.
 - 1. DSA shall collaborate with numerous arts, cultural, and cycling organizations to design programming that aligns with the community goals for Luther George Park.
 - 2. DSA shall maintain a webpage for Luther George Park that includes reservation management, and a public programs schedule.
- b. Contact point for Downtown Development:
- i. Assist owners and interested parties in answering questions related to the Downtown Master Plan.
 - ii. Serve as ambassador to new developments, and re-developments for properties within Downtown.
 - iii. Consult with landowners, interested parties, and the City on review, creation, and implementation of new codes and ordinances for Downtown, and alignment with the Downtown Master Plan.
 - iv. Continued organizing outreach and public meetings for advertising, educating, and implementing the Downtown Master Plan on a semi-annual basis at a minimum. Such meetings are to promote developments in alignment with the Downtown Master Plan, and next steps in pursuit of the Downtown Master Plan.
- c. Beautification
- i. DSA will serve a consultant role with City departments in furthering greening efforts in Downtown, and public spaces, advocating for spaces to be activated with art, lighting, and furniture.
 - ii. DSA will support the city's efforts to provide consolidated solid waste and recycling services for all of downtown.
- d. Economic Services
- i. Actively engage in business recruitment, retention, and expansion in Downtown, focusing on retail, restaurant, and entertainment needs to support a growing workforce.
 - ii. Be a point of contact between City and Downtown businesses related to City infrastructure improvement efforts, from street closures, utility service work, greening efforts, and public space improvements.

- iii. Oversee and direct the vision and development of the Greenway Market while seeking funding from private, public, and non-profit entities.
- iv. Manage, promote, and support the Downtown Outdoor Dining District.
- v. Oversee and direct the vision and development of an improved Shiloh Square.

The city acknowledges, understands, and agrees that several of these functions are ongoing and may continue beyond the term of this contract.

- 4. **REPORTING:** DSA shall submit, not less than bi-annual, reports prepared by DSA to City identifying and accounting for social engagement through metrics; public space events processed by DSA, Public Events Committee and reflected on Public Events Calendar; meetings by DSA personnel with residents, Downtown businesses, and businesses outside of Downtown related to development in Downtown; and business retention and expansion data when available.
- 5. **STATUS OF DSA:** The parties agree that DSA shall be deemed an independent contractor in every respect and shall take all steps at its expense and pursuant to the use of its materials and its method of operations, including those tasks requested by City. City does not, and will not, assume any responsibility for services provided by DSA. Furthermore, the parties mutually agree and understand that City has no financial interest in DSA and is not deemed to be or construed to be a partner, joint venture, or investor in DSA.
- 6. **NON-ASSIGNMENT:** DSA understands and agrees that the services to be rendered are to be rendered by DSA and shall not be subcontracted or assigned to any other party or person without the express written consent of City.
- 7. **COMPLIANCE WITH LAW:** DSA agrees that in the performance of this Contract, it shall comply with all local, state, and federal laws and regulations, including but not limited to bans on discrimination based on race, sex, color, national origin, gender, or disability. DSA further recognizes that, as it relates to the specific funds provided herein by the City, some of its activities are subjected to the Freedom of Information Act (“FOIA”), and accordingly, it will comply with the FOIA as it relates to requests for information pertaining to the use of such funds. The funds given in consideration of the services by DSA in the agreement are exclusive to the implementation of the consideration by DSA. Funds provided herein are separate from DSA's other non-FOIA revenues, donations, and compensation. DSA is not a public entity, is not primarily funded by public funds, and is otherwise a private independent entity separate and apart from the City.
- 8. **DISCLAIMER:** The parties hereto acknowledge that this Contract is for the providing of the services listed herein and this Agreement in no way suggests the City endorses or agrees with any position taken by DSA or any groups affiliated with it.

9. **NON-APPROPRIATION:** DSA recognizes that the funding provided for in this Contract is contingent upon the appropriation of public funds by the City. If City does not appropriate monies for this Contract, there shall be no penalty assessed against City and this Contract shall be null, void and of no effect.
10. **COMPLETE AGREEMENT:** It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto
11. **SEVERABILITY:** If any provision of this Contract is declared to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other party of circumstances shall not be affected thereby, the provisions of this Contract being severable in any such instance. If any sentence or portion shall be adjudged to be invalid or unenforceable, then that article shall be deemed to be amended to delete therefrom the portion adjudicated to be invalid or unenforceable.
12. **AUTHORITY:** The parties hereto agree that by the execution of this Contract, the persons signing this Contract herein below have been authorized by the respective bodies to lawfully enter this Contract and bind each of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the date first above written.

CITY OF SPRINGDALE

By: _____
Mayor

WITNESS:

By: _____
City Clerk

DOWNTOWN SPRINGDALE ALLIANCE

By: _____
Paxton Roberts, Executive Director

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CREATION OF
NEW POSITIONS AND ELIMINATING CERTAIN
POSITIONS**

WHEREAS, the Police Department would like to make changes to the personnel structure of Dispatch, and

WHEREAS, the 4 Dispatcher-Lead positions are grade 21 with a pay range of \$50,423 - \$75,635, and

WHEREAS, the Dispatcher positions are grade 18 with a pay range of \$44,142 - \$66,213, and

WHEREAS, Dispatch would like to eliminate 4 Dispatcher-Lead positions and create 4 additional Dispatcher positions, and

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

4 Dispatcher-Lead positions will be eliminated and 4 additional Dispatcher positions will be created in the 2025 Springdale City Budget.

PASSED AND APPROVED this 25th day of February, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO.
57-24 FOR THE PRIDE TRAIL STUDY**

WHEREAS, the City Council of Springdale, Arkansas, previously adopted Resolution 57-24 on May 14, 2024, approving the Pride Trail Study; and

WHEREAS, Resolution 57-24 incorrectly stated the not-to-exceed amount for the Pride Trail Study as \$25,000, which does not reflect the accurate cost required for the project; and

WHEREAS, the correct not-to-exceed amount for the Pride Trail Study is \$122,649.00; and

WHEREAS, the City Council desires to amend Resolution 57-24 to reflect the correct not-to-exceed amount to ensure the successful implementation of the Pride Trail Study;

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

Section 1. Resolution 57-24, passed on May 14, 2024, is hereby amended to correct the not-to-exceed amount for the Pride Trail Study from \$25,000 to \$122,649.00.

Section 2. All other provisions of Resolution 57-24 shall remain in full force and effect as originally adopted.

PASSED AND APPROVED this ____ day of February, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

RESOLUTION NO. 57-24

**A RESOLUTION AUTHORIZING THE CITY OF
SPRINGDALE TO ENTER INTO A CONTRACT &
APPROPRIATE FUNDS FOR THE SPRINGDALE
PRIDE TRAIL ALIGNMENT STUDY**

WHEREAS, the City of Springdale passed a resolution on the 11th of October 2022 to use federal Carbon Reduction Program funds for planning and design of off-road trail facilities.

WHEREAS, Crafton Tull was selected as the most qualified firm for the project according to the outlined procurement process required by the grant program.

WHEREAS, the Carbon Reduction Program is a matching program with 80% federal share and 20% local share.

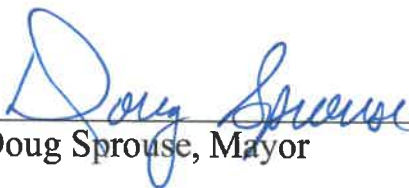
WHEREAS, the contract total for the project is \$122,649.00 and the city will participate with a 20% share of \$24,529.80.

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

Section 1 - The Mayor and City Clerk are hereby authorized to execute a contract with Crafton Tull for planning and design services related to off-road trail facilities in an amount not to exceed \$25,000.00, and

Section 2 - The city's 20% share obligation of an amount not to exceed \$25,000.00 is to be funded by the Public Works Engineering/Trails budget.

PASSED AND APPROVED this 14th day of May, 2024.



Doug Sprouse, Mayor

ATTEST:



Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AN ELECTRONIC FUNDS PAYMENT SYSTEM FOR VARIOUS PAYMENTS IN COMPLIANCE WITH ARKANSAS LEGISLATIVE AUDIT INFORMATION BEST PRACTICES AND AUTHORIZING WRITTEN POLICIES AND PROCEDURES FOR THE SAME; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ark. Code Ann. §14-59-105(e)(1) the City Council of the City of Springdale, Arkansas, has the authority and desires to establish an electronic funds payment system in order to efficiently and directly disburse City funds into certain payee accounts and financial institutions for various payments allowed against the City;

WHEREAS, the City of Springdale, Arkansas, takes every effort to comply with the Arkansas Legislative Audit Information Best Practices (the relevant portions of which are attached hereto as Exhibit “A” and are hereby incorporated by reference), and wishes to utilize the same as the basis for the establishment of written policies and procedures to ensure that all electronic funds payment systems include the necessary internal controls and documentation for audit and accounting purposes; and,

WHEREAS, the City Council has determined that the establishment of an electronic funds payment system in compliance with Exhibit “A” would be in the best interest and benefit of the citizens and employees of the City of Springdale, Arkansas, in order to ensure efficient account management and financial transactions.

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

Section 1: Pursuant to Ark. Code Ann. §14-59-105(e)(1), and in compliance with the Arkansas Legislative Audit Information Best Practices (relevant portions of which are attached hereto as Exhibit “A” and are incorporated by reference), an electronic funds payment system is hereby approved and authorized by the City Council of the City of Springdale, Arkansas.

Section 2: The City Clerk/Treasurer, City Finance Director, or their designee are hereby authorized to directly disburse City funds into certain payee accounts and financial institutions for various payments allowed against the City;

Section 3: The City Clerk/Treasurer and City Finance Director are hereby authorized to establish and maintain written policies and procedures for all electronic transactions, online banking, and electronic funds transfer activities, to ensure that all payment systems include the necessary internal controls and documentation for audit and accounting purposes, and to ensure compliance with the Arkansas Legislative Audit Information Best Practices attached hereto.

Section 4: **Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**ARKANSAS LEGISLATIVE AUDIT
INFORMATION BEST PRACTICES
(Excerpt from pages 17-18; August 2023 Version)**

BEST PRACTICES – OTHER TECHNOLOGY

Electronic Signatures and Digital Signatures

3-1: Electronic confirmation of signatures is used to authenticate the content of a document.

3-1.1: If electronic signatures or digital signatures are used, management must understand the technology and associated risks. Develop and implement controls to address risks identified, and comply with applicable laws and regulations.

3-1.2: Resources include the following: Electronic Signatures in Global and National Commerce Act (15 USC § 7001); Arkansas Electronic Records and Signatures Act (Ark. Code Ann. § 25-31-101); Uniform Electronic Transactions Act or UETA (Ark. Code Ann. § 25-32-101); and Arkansas Department of Information Systems Electronic Signature Standard SS-70-011.

3-1.3: Ensure that implementation of the electronic equivalent of a written signature, which can be recognized as having the same legal status as a written signature, provides adequate security. A digitized written signature can easily be copied from one electronic document to another, with no way to determine whether it is legitimate. Electronic signatures, on the other hand, are unique to the message being signed and will not verify if they are copied to another document.

3-1.4: A software application that creates a signature on checks and affixes the signature to the check should have an associated access control mechanism. The access control mechanism should only be known by the check custodian and signatory.

3-1.5: Electronic signature disks or any other forms of electronic, digitized, or facsimile signatures should be in a secured location under the control of the signatory. The use of signature disks or other electronic, digitized, or facsimile signatures should only be used under the direct approval of the official (or deputy) whose signature is on the disk.

Payment Cards (Debit or Credit)

4-1: Payment cards enable the owner (cardholder) to make a payment by electronic fund transfer.

4-1.1: If payment cards are accepted for payment, management must understand the technology and associated risks; develop and implement controls to address the risks identified; and comply with applicable laws, regulations, and industry standards.

4-1.2: Develop and maintain written comprehensive policies and procedures that cover the process by which payment cards are accepted and payment card data are processed. Policies and procedures should include but are not limited to:

- a. Segregation of duties.
- b. Physical security.
- c. Storage, transmission, and disposal of the payment card information.
- d. Employee criminal background checks.

- e. Technology security policies and procedures.
- f. Incident response plan.

4-1.3: Adherence to industry standards includes credit card brands' compliance programs and the Payment Card Industry (PCI) Data Security Standards (DSS).

Bring Your Own Device (BYOD)

5-1: Bring Your Own Device (BYOD) is the use of personal electronic devices to access entity systems, data, and resources. Such devices include but are not limited to, smart phones, tablets, laptops, and similar technologies.

5-1.1: If BYOD is allowed, management must understand the technology and associated risks, develop and implement controls to address the risks identified, and comply with applicable laws and regulations.

5-1.2: Ensure the use of the device security features, such as a PIN, password/passphrase, and automatic lock to help protect the device when not in use.

5-1.3: Keep the device software up to date. Devices should be set to update automatically.

5-1.4: Activate and use encryption services and anti-virus protection if your device features such services. Install and configure tracking and/or wiping services, such as Apple's "Find My iPhone," Android's "Where's My Droid," or Windows' "Find My Phone," if the device has this feature.

5-1.5: Remove promptly after use any entity information stored on your device, including deleting copies of attachments to emails, such as documents, spreadsheets, and data sets.

5-1.6: Remove all entity information from your device and return it to the manufacturer's settings before you sell, exchange, or dispose of your device.

5-1.7: Promptly report to entity management if your device is lost or stolen or its security is compromised.

5-1.8: Establish a comprehensive BYOD policy that provides standards and rules of behavior for the use of personally-owned devices. This policy must be adhered to in order to access organizational resources.

Electronic Banking, Electronic Commerce, and other Electronic Transfer of funds

6-1: Electronic banking and other electronic funds transfer (EFT) enables bank customers to perform account management and financial transactions over the Internet that directly, or indirectly, affect funds held by the bank. Despite security controls, there is no absolute way to guarantee the safety of online electronic transactions. Entities should comply with applicable laws and research and understand the risks involved before commencing online electronic transactions.

6-1.1: Develop comprehensive written policies and procedures for all electronic transactions (e-transactions), online banking, and EFT activities. Policies and procedures should include statutory and other legal requirements and responsibilities as well as, but not limited to:

- a. Documentation of proper segregation of functions (i.e., the initiator cannot be an approver, etc.).
- b. Online banking and EFT activities utilized.
- c. Personnel who initiate, approve, transmit, record, review, or reconcile e-transactions.

- d. Personnel who approve e-transactions.
- e. Personnel who transmit e-transactions.
- f. Personnel who record e-transactions.
- g. Personnel who review and reconcile e-transactions.
- h. Prompt removal or changes to access security for local and online access.
- i. Properly maintain all documentation to support transactions for historical review and audit purposes.

6-1.2: Establish a dedicated "hardened" computer with only applications/services loaded that are necessary to perform online banking transactions. This computer should not be used for any other purpose. In cases where a dedicated computer is not available, entities must be able to reduce online banking risks to an acceptable level through a combination of other controls.

6-1.3: Install antivirus, anti-spyware, malware, and adware detection software that is current and set to automatically update.

6-1.4: Ensure all updates and patches to operating systems, and hardware drivers are applied timely.

6-1.5: Install firewalls and intrusion detection and prevention systems with continuous monitoring. Any unauthorized and/or suspicious behavior, traffic, or unnecessary file types should be investigated and, if necessary, blocked using access control lists in conjunction with a firewall.

6-1.6: Employ multi-factor authentication, if possible. Require unique login ids and complex passwords, and ensure computers and browsers are configured to not save passwords. Keep passwords confidential.

6-1.7: Limit Internet access to only business-related programs. Frequently delete browsing history, temporary Internet files, and cookies. In the event the system is compromised, minimal information would be captured by a hacker or malware program.

6-1.8: Check that the session is secure before undertaking any online banking.

6-1.9: Monitor and reconcile bank accounts daily (when feasible).

6-1.10 Periodically (daily, weekly, monthly) review accounts for unauthorized or suspicious activity, and report immediately.

6-1.11: Ensure written agreements with banks and/or other payment solutions are reviewed by legal counsel.

6-1.12: Ensure written agreements with banks provide appropriate controls for all electronic funds or wire transfers.

6-1.13: Ensure the computer is disconnected from the Internet by unplugging the Ethernet/DSL cable when not in use.

6-1.14: Employ dual-authorization of transactions, enforced by bank security where possible (requiring at least two user accounts to submit and approve electronic transactions).

6-1.15: Disallow online account management functions (such as adding users or modifying user security). Account changes should be conducted in person, or at least in writing, with the bank.

6-1.16: When possible, implement the use of out-of-band transaction verification (such as text messages or other security messages to an approver with the entity). Take advantage of other system alerts including:

- a. Balance alerts.
- b. Transfer alerts.
- c. Password change alerts.
- d. Login failure alerts.

6-1.17: Ensure that blank check stock, check reorder forms, canceled checks or check images, and signature stamps are properly safeguarded.

6-1.18: Use a clearing bank account when paying electronically rather than paying directly from the primary account.

6-1.19: Establish transaction and daily limits to lower loss potential.

6-1.20: Consider the cost-benefit of obtaining cybersecurity and data breach insurance.

6-1.21: Restrict browser(s) to sites necessary for EFT.

6-1.22: Ensure that users performing banking transactions use only non-administrative user accounts.

6-1.23: Implement the use of fraud controls, when possible and feasible, to ensure that the bank only processes authorized transactions, Features to consider include:

- a. Positive Pay.
- b. Reverse Positive Pay.
- c. ACH Positive Pay.
- d. ACH Debit Block and Debit Filters.
- e. Direct Deposit.

Instruct financial institutions to deny and return all nonconforming transactions as the default procedure.

6-1.24: Implement the use of a processing calendar with the bank, if possible, to ensure the bank only processes transactions on pre-determined days throughout the year.

6-1.25: Comply with all security requirements outlined in the service level agreement with the bank and all other prudent security measures.

6-1.26: Allow electronic delivery of statements and account information. Ensure any statements or documents containing account information are properly maintained.

6-1.27: Limit access to sensitive information, and never share confidential information, tax IDs, Social Security numbers, or account numbers via email.

6-1.28: Establish procedures to verify new or altered employee payroll direct deposit information. Changes should be verified directly with the employee.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT FOR MASTER
PLANNING FOR SPRINGDALE PARKS AND
RECREATION**

WHEREAS, the City of Springdale, Arkansas, recognizes the vital role that parks and recreation plays in enhancing the quality of life for its residents and visitors, and

WHEREAS, the City desires to develop a comprehensive Parks and Recreation Master Plan to guide the growth, development, and enhancement of parks and recreation facilities and programs, ensuring they meet the current and future needs of the community, and

WHEREAS, the City is requesting enter into a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$214,800.00, for the development of a comprehensive master plan for Springdale Parks and Recreation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a Professional Services Agreement with Garver, LLC, in an amount not to exceed \$214,800.00, for the development of a comprehensive master plan for Springdale Parks and Recreation.

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



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

RECITALS

WHEREAS, Owner intends to engage in professional services to create a comprehensive master plan for the Springdale community that creates a citywide sports complex system. This master plan will provide a cohesive vision for the design, functionality, and integration of the sports complex within a regional context. The scope of work includes a detailed site analysis, program development, conceptual design, public engagement, and development of a phased implementation strategy. The goal is to create a one-of-a-kind, state of the art sports hub that sets a new standard for the Midwest. (the “**Project**”).

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

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

1. DEFINITIONS

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

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

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

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

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

2. SCOPE OF SERVICES

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



3. PAYMENT

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

4. AMENDMENTS

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

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
 - 5.1.1. Those responsibilities set forth in Exhibit A.



- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.
- 5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.
- 5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it



does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

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

6.2. Instruments of Service.

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

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

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

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



costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

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

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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

6.5. Design without Construction Phase Services.

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

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

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential



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

7. INSURANCE

7.1. Insurance.

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

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

8. DOCUMENTS

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

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

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

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

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver’s subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of



Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

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

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

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

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

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

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

10. DISPUTE RESOLUTION

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

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



refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association (“AAA”) in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
 - 10.1.3. The site of the arbitration shall be Little Rock, Arkansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
 - 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
 - 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
 - 10.1.6. The prevailing Party shall be entitled to recover its attorneys’ fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
 - 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
 - 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement



shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.
- 11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.



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

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

13. EXHIBITS

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

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

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

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded. Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

Signatures follow



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

City of Springdale, Arkansas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT A
(SCOPE OF SERVICES)**

1.1 Garver shall provide the following Services:

A. TASK 1: PROJECT INITIATION AND DATA COLLECTION

- Conduct project kick-off meeting with city staff (core team) to confirm goals, objectives, existing data, potential partners and stakeholders, key dates for the project, and address other questions.
- Review existing site conditions, previous studies/ parks master plans, and relevant city planning documents
- Conduct a preliminary site inventory of existing parks and provide conditions report for each identified location and their facilities. This site inventory shall be a high-level analysis of each existing site.
- City defined stakeholder meeting (this is a group identified by the City Staff project team outside of the core team) – One in person meeting- Initial meeting to describe the project and goals and receive any comments from Team.
- MEETINGS: (1) Kickoff meeting (in-person) with City Staff (core team), (1) stakeholder meeting (attendees determined by City Staff) (virtual), once every two-week update summary email of progress, meetings with city/ design team- up to 4 (virtual).

B. TASK 2: PROGRAM DEVELOPMENT

- Analyze data collected from the data collection phase to define the programming needs, such as: specific sports fields and quantity, access to parks via different modes of transportation (walking/ vehicular/ biking), supporting amenities (parking, concessions, restrooms, food courts, etc).
- Ensure programming aligns with City priorities, demographics, and budget constraints.
- MEETINGS: Once every two-week update summary email of progress, up to 4 meetings with City/ Design Team (virtual)

C. TASK 3: FEASIBILITY STUDY

- Existing data review and market analysis- review any existing data, documentation, and/or resources provided related to the project. Consultant will then conduct preliminary market research, which will encompass demographics, sports participation in the region, and an analysis of existing service providers (competition).
- Onsite development planning session- hold a deep-dive planning and strategy session that will focus on defining success and refining the vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. We will also share data from our preliminary market assessment, including key demographic and socioeconomic factors, participation rates, and other market insights.
- Detailed financial forecast (ProForma)- We will complete a more in-depth research/analysis to produce a 5-year cash flow forecast and 20-year financial outlook. Consultant's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing. The pro forma will provide insight into the financial potential of the project and



will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

- The pro forma will provide the Client with detailed financial projections related to and based on:
 - The ideal business model
 - Realistic and/or recommended debt-to-equity mix and debt service
 - Right-sized program spaces and space requirements
 - Construction and start-up costs based on recent, comparable projects
 - Recommended parking
 - Revenue by product/program
 - Direct/variable costs (Cost of Goods Sold)
 - Facility and operating expenses
 - Management and staffing model
 - Utilization Projections
- Project the economic impact of the facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-town visitors who would not be in the market but for the events that will be held at the facility. The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.
- The Economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:
 - Number of Events
 - Number of Teams
 - Number of Participants
 - Number of Affiliated Spectators
 - Percent of Participants and Affiliated Spectators from Out of Town
 - Length of Stay
 - Average Daily Rate (ADR)
 - Average Daily Expenditures (ADE)
- Feasibility Report- In this step, we will produce a detailed Feasibility report for the project. The Feasibility Report will feature the following sections:
 - Executive Summary
 - Market Overview
 - Facility Overview
 - Programs, Products, and Services
 - Financial Performance Overview
 - Conclusion and Next Steps
- MEETINGS: One day-long work session with city staff (core team) (in-person); Once every two-week update meetings (virtual), (1) stakeholder meeting (attendees determined by City Staff) (virtual).



D. TASK 4: CONCEPTUAL DESIGN

- Informed by the Feasibility Study, we will develop multiple conceptual master plan alternatives based on programming and site analysis. We will consider all the previous information discovered during the planning phases to direct the design of the facilities.
- Illustrate design concepts through diagrams, renderings, and site plans.
- Perform a high-level review of infrastructure (water/ sewer/ power) availability/ transportation routes/ stormwater systems for selected site requiring upgrades/ new facilities.
- Emphasize accessibility and connectivity with the surrounding community
- Present design alternatives to City staff, stakeholders, and the public for review and feedback.
- Provide conceptual level cost estimate
- MEETINGS: One In-person concept design review meeting with city staff (core team), Once every two-weeks update meetings (up to six) (virtual)

E. TASK 5: COMPREHENSIVE MASTER PLANNING DOCUMENT DEVELOPMENT

- Refine the selected concept based on feedback from stakeholders
- Develop a detailed master plan, including:
 - Phased implementation strategies
 - Preliminary cost estimates for construction and maintenance
 - Prepare a comprehensive report documenting the planning process, final master plan, recommendations, and opinion of cost
- MEETINGS: One final master plan presentation (in-person); Once every two-weeks update meetings (up to 4) (virtual)

II. PROJECT DELIVERABLES

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

- A. 5 physical copies of the final Master Plan Report and a digital PDF file.

III. EXTRA WORK

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

- A. Topographic Surveys
- B. Intensive Public Outreach involving more than two public meetings as outlined in the above scope of services.
- C. Environmental Services
- D. Construction Document Services
- E. Geotechnical Services
- F. Bidding Services
- G. Property Acquisition Services
- H. Construction phase services
- I. Public Outreach
- J. Project Website (ArcGIS Storymap)

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.



IV. SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work within 6 months. A detailed schedule will be developed at the project kickoff meeting.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1- Project Initiation	\$15,000.00	LUMP SUM
Task 2 – Program Development	\$10,000.00	LUMP SUM
Task 3 – Feasibility Study	\$90,000.00	LUMP SUM
Task 4 – Conceptual Design	\$69,800.00	LUMP SUM
Task 5 – Comprehensive Master Planning	\$30,000.00	LUMP SUM
TOTAL FEE	\$214,800.00	

The lump sum amount to be paid under this Agreement is **\$214,800.00**. For informational purposes, a breakdown of Garver’s estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver’s control, will be increased six percent (6%) annually with the first increase effective on or about March, 2026.



Exhibit B
City of Springdale, Arkansas
Springdale Sports Master Plan
Garver Hourly Rate Schedule: July 2024 - June 2025

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 136.00	RS-1	\$ 109.00
E-2	\$ 150.00	RS-2	\$ 143.00
E-3	\$ 181.00	RS-3	\$ 202.00
E-4	\$ 212.00	RS-4	\$ 279.00
E-5	\$ 257.00	RS-5	\$ 349.00
E-6	\$ 317.00	RS-6	\$ 428.00
E-7	\$ 439.00	RS-7	\$ 479.00
Planners		Environmental Specialists	
P-1	\$ 164.00	ES-1	\$ 109.00
P-2	\$ 204.00	ES-2	\$ 137.00
P-3	\$ 254.00	ES-3	\$ 175.00
P-4	\$ 284.00	ES-4	\$ 206.00
P-5	\$ 321.00	ES-5	\$ 258.00
Designers		ES-6	\$ 331.00
D-1	\$ 123.00	ES-7	\$ 414.00
D-2	\$ 141.00	ES-8	\$ 468.00
D-3	\$ 168.00	Project Controls	
D-4	\$ 201.00	PC-1	\$ 111.00
Technicians		PC-2	\$ 146.00
T-1	\$ 99.00	PC-3	\$ 186.00
T-2	\$ 119.00	PC-4	\$ 239.00
T-3	\$ 145.00	PC-5	\$ 292.00
T-4	\$ 188.00	PC-6	\$ 376.00
Surveyors		PC-7	\$ 473.00
S-1	\$ 61.00	Administration / Management	
S-2	\$ 81.00	AM-1	\$ 78.00
S-3	\$ 108.00	AM-2	\$ 100.00
S-4	\$ 154.00	AM-3	\$ 140.00
S-5	\$ 195.00	AM-4	\$ 178.00
S-6	\$ 227.00	AM-5	\$ 218.00
2-Man Crew (Survey)	\$ 234.00	AM-6	\$ 283.00
3-Man Crew (Survey)	\$ 294.00	AM-7	\$ 333.00
2-Man Crew (GPS Survey)	\$ 255.00	M-1	\$ 531.00
3-Man Crew (GPS Survey)	\$ 315.00		
Construction Observation			
C-1	\$ 117.00		
C-2	\$ 146.00		
C-3	\$ 178.00		
C-4	\$ 230.00		
C-5	\$ 270.00		

Agreement for Professional Services
Springdale Sports Master Plan

Garver Project No. 2402036



**EXHIBIT C
(INSURANCE)**

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

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



**EXHIBIT D
(FORM OF AMENDMENT)**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**City of Springdale, Arkansas
Project No. 2402036**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

[Insert Signature Block with the Appropriate Parties]

SPRINGDALE SPORTS FACILITY MASTER PLAN

SPORTS TOURISM COMMUNITY RECREATION INDOOR/OUTDOOR

STATEMENT OF QUALIFICATIONS



+

THE SPORTS FACILITIES
COMPANIES



SPRINGDALE™
WE'RE MAKING IT HAPPEN





February 11, 2025

City of Springdale
Attn: Colby Fulfer, Mayor's Chief of Staff
201 Spring Street
Springdale, AR 72764

RE: Qualifications for Springdale Sports Facilities Master Plan

Dear Mr. Fulfer,

I am pleased to submit Garver's qualifications for the design and development of the regional destination sports hub. At Garver, we understand that sports park design is about more than just facilities; it's about creating spaces that enrich lives, enhance community engagement, and reflect the unique history and character of the site. Our approach combines creativity and functionality, ensuring a diverse range of activities while keeping the community's vision at the forefront.

Garver's landscape architecture team excels in design leadership and collaboration. We pride ourselves on listening carefully to all stakeholders, allowing us to design spaces that truly resonate with the community. While we bring our expertise to the table, we ensure that our designs reflect and uphold the community's aspirations, producing spaces that are not only functional but lasting.

Our team is composed of both regional and national experts, offering comprehensive in-house services. We are proud to collaborate with Sports Facilities Companies, whose extensive experience in planning, developing, and operating premier sports facilities nationwide further enhances our capabilities. This partnership allows us to provide significant time and cost savings, as well as a streamlined process for delivering high-quality sports park designs, site development, drainage solutions, and sustainable practices.

Garver's design process is centered on creating vibrant, experiential spaces with a distinctive identity, offering a memorable user experience. With our deep ties to the region—through multiple offices across Arkansas, Kansas, and Missouri—and our history of working with your community, we are uniquely positioned to deliver a project that meets your goals. Our team is ready to begin work immediately and is fully committed to delivering on time and within budget.

I will serve as Garver's Project Manager, and Ron Petrie, PE will serve as your local point of contact to ensure dedicated attention and a seamless execution of your project.

Thank you for considering Garver for this exciting and meaningful project.

Sincerely,

A handwritten signature in blue ink that reads 'Nick Staib'.

Nick Staib, PLA, ASLA
Project Manager

TEAM OVERVIEW

Garver and The Sports Facilities Companies: Elevating Community and Regional Sports through Visionary Design and Economic Growth

Garver and The Sports Facilities Companies (SFC) have formed a dynamic partnership to develop state-of-the-art sports hubs that will not only serve your community but also draw regional attention. By harnessing the power of travel sports tourism, we help communities thrive by turning sports venues into engines of economic growth. With strategic planning, we can transform travel tournament revenue into a steady stream of support for local recreation leagues, building both pride and sustainability within your community.

Garver: Leading with Design that Inspires and Engages

As the lead firm, Garver will guide every phase of the project, from visionary concept to cutting-edge execution. Our approach to design goes beyond function—we create experiences. Every aspect of your sports facility will be meticulously crafted to ensure it not only meets the needs of athletes and visitors but also leaves a lasting impression. With our full suite of in-house disciplines, including experts in public outreach, we'll collaborate closely with the community to shape a space that resonates. We'll analyze your existing facilities, evaluate national trends, and strategically upgrade where needed, ensuring that your sports complex competes on a national level. Additionally, our financial experts will develop a proforma that outlines operational expenses and demonstrates the economic payback from increased tourism and venue utilization.

Unlocking Financial and Operational Potential

Our team brings unmatched expertise in sports venue planning and financial strategy. From crafting revenue models based on travel sports tourism to optimizing management practices, we will ensure that your facility is not only state-of-the-art but also financially sustainable. Whether it's soccer, lacrosse, or baseball/softball, our team will help you maximize the economic impact of your sports hub.

Impact Beyond the Game: A Community-Driven, Experiential Destination

Our collaboration focuses on designing a destination that draws visitors from across the country while strengthening local ties. We'll work with you to analyze facilities at the local, regional, and national levels, ensuring your sports complex offers a mix of uses that are both innovative and profitable. Our goal is to create spaces where every athlete

and visitor has a memorable, immersive experience—whether it's through cutting-edge fields, spectator amenities, or integrated community spaces.

Together, we'll turn your sports complex into a vibrant hub of activity, driving tourism, boosting the local economy, and creating lasting experiences for athletes and fans alike.





FIRM OVERVIEW

Company Profile

Firm Name:

Garver, LLC

Former Firm Names:

N.B. Garver (Est. 1919)

Garver & Morrow (Est. 1922)

Business Address (HQ):

2049 E. Joyce Blvd., Suite 105
Fayetteville, AR 72703

Garver+Garver (Est. 1954)

Garver, Inc. (Est. 1998)

Garver Engineers, LLC (Est. 2002)

Telephone Number:

479-527-9100

Incorporated In:

Arkansas (USA)

Fax Number:

501-372-8042

Type of Ownership:

Limited Liability

Company (LLC)

Email Address:

Zach Moore, PE
ztmlmoore@GarverUSA.com

Corporate Acquisitions:

Ruggles & Bohm (2017)

Cabbiness Engineering (2021)

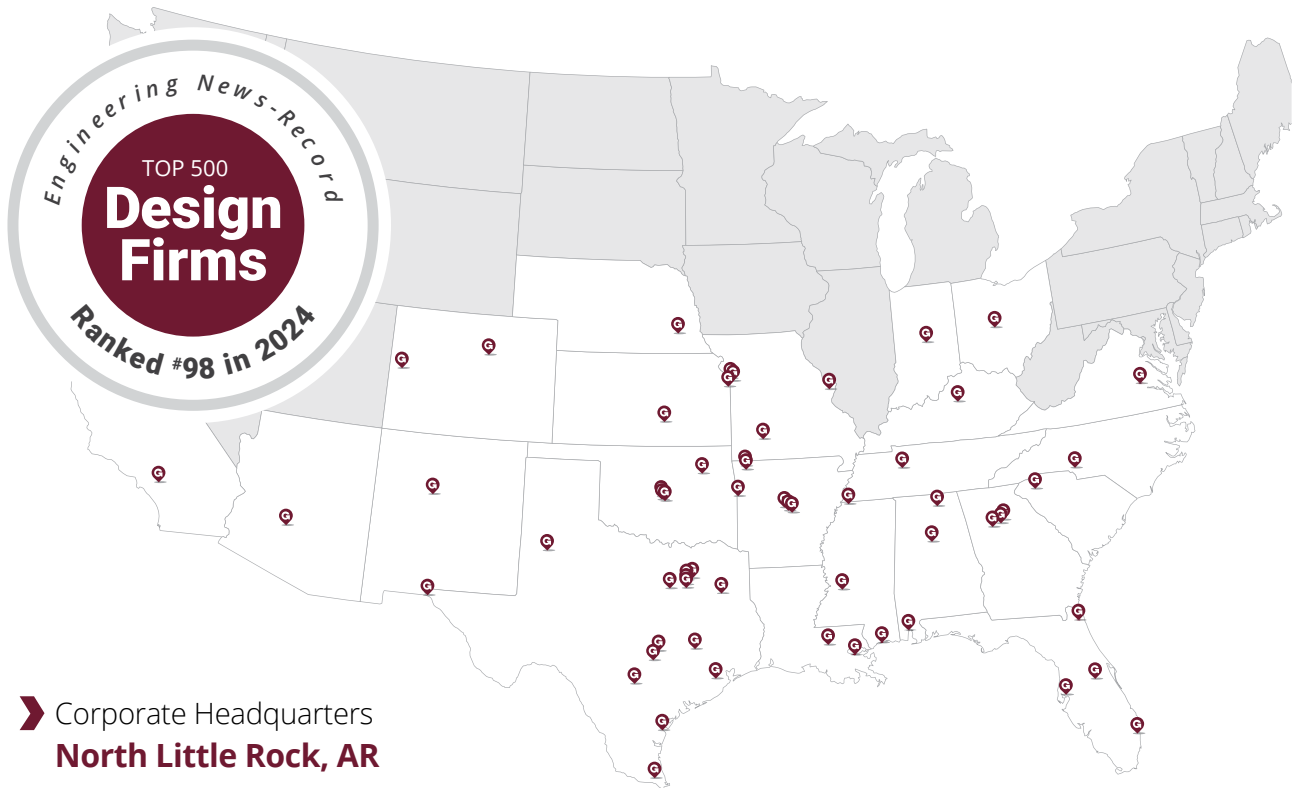
Year Established:

1919





Founded in 1919, Garver is an employee-owned multidisciplinary architecture, engineering, planning, and environmental services firm with more than 1,300 employees across the United States. Garver has been a leader in the consulting A-E industry for nearly a century because we serve our clients and team members well. Offering a wide range of services focused on aviation, buildings, construction, enterprise solutions, federal, survey, transportation, and water/wastewater, Garver sits in the top 100 of the *Engineering News-Record's* prestigious Top 500 Design Firms list and is consistently recognized as a best firm to work for. Garver pursues progressive design, focusing on creating cost-effective, sound solutions for long-term



www.GarverUSA.com

UNIQUE VALUE PROPOSITION

WHEN SPORTS MATTER, OWNERS CHOOSE SFD'S PROJECT TEAM

With a full in-house development team, Client's can expect an on-time and on-budget development that takes advantage of our team's massive market reach and purchasing power. We are a full service project management firm, providing owners-representative, design-advisory, development, and procurement services. SFD's project team is built to expedite development and design decisions while containing costs and equipping venues to achieve operational excellence. Our project oversight and leadership produces better outcomes at lower cost.

During the procurement process, your dedicated project team works on behalf of the City of Springdale, with the A/E/C team to ensure the facility design supports the budget and is optimized to achieve the owner's goals. This reduces risk, shortens timelines, and decreases workload for our clients.

“ THE SFD TEAM **SAVED OUR DEVELOPMENT OVER 15%** OF OUR BUDGETED LINE ITEMS, WHICH ALLOWED US TO UTILIZE THOSE SAVINGS TOWARD OTHER AMENITIES IN THE COMPLEX. ”

GREG STEWART
FORMER DEVELOPMENT DIRECTOR,
OHIO COUNTY DEVELOPMENT AUTHORITY

WHAT MAKES SFD THE NATIONAL LEADER IN SPORTS FACILITY PROCUREMENT:



Performance

SFC is prepared to execute the procurement process in ways that no other architectural or procurement firm can. Municipal clients and private developers alike trust SFC's record of performance. Our services regularly save our clients 20-40% off retail pricing, while staying on-time and on-budget.



Service & Collaboration

These two values drive our interaction with clients, architects, construction teams, and vendors. It defines how we work together, treat each other, and shapes our culture on a daily basis. People want to work with us because they know the experience will be excellent and the results unparalleled.



Sports-Specific Experience

Since our first procurement project in 2008, SFC has helped in developing over 40 sports and events projects, procuring over \$1 Billion in FF&E and OSE. We use our operational expertise within the sports industry to guide the selection, procurement, and design process, focusing on both financial and operational efficiencies. The proper selection of FF&E solutions has great importance over the success of the project. From the turf system on the ground, to the video boards in the air, SFD will provide unmatched insight based on our long-standing operational experience.



Team

Our corporate team is comprised of over 50 personnel with direct experience as facility operators, construction professionals, architects and engineers who have tremendous insight into the sports and recreation facility process with long-standing industry relationships that allow our clients to see a significant savings on a variety of items. This team provides a complementary and collaborative set of services to your A/E/C team.

ADVISORY & FINANCIAL PLANNING

SFC's advisory and financial planning process starts with an on-site development planning session (DPS), with all team members that will focus on defining success and refining your vision, value propositions, financial resources and core competencies, products and services, strategic alliances, and financial success metrics. Using the information gathered in the DPS as well as the existing schematic program of the facility, SFC will work with the City and project team to create a detailed financial forecast for the facility. This forecast will provide a full understanding of the operational sustainability, economic impact, local use access, and return-on-investment for the City.

OPERATIONS ANALYSIS

- The ideal business model
- Right-sized program spaces and space requirements
- Construction costs based on recent, comparable projects
- Recommended parking
- Revenue by product/program
- Direct/variable costs (cost of goods sold)
- Facility and operating expenses
- Management and staffing model

ECONOMIC IMPACT ANALYSIS

- Number of events
- Number of local & out-of-town guests
- Length of stay
- Average daily rate
- Average daily expenditures
- Net new tax generation

Using the data from this exercise, we will be able to quickly adapt the program, if necessary, to put more or less focus on any area. As focus shifts in one area, each other area is affected. SFC will work with the City and project team until we develop the financial plan and program that meet the unique goals and success metrics for the facility.

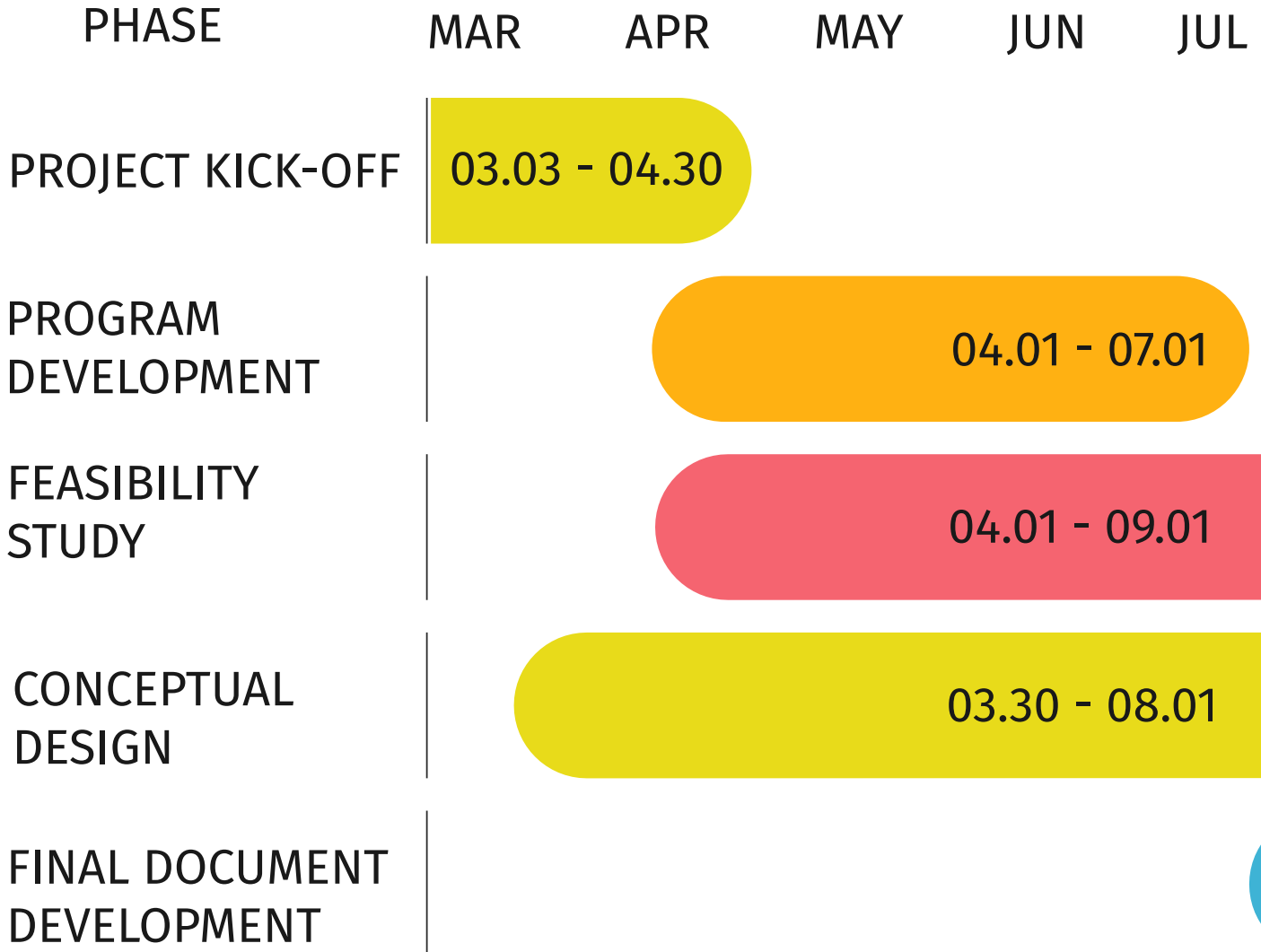
WORKING DOCUMENT

The pro-forma developed during the schematic phase of the project is not a rigid pro-forma. Rather it is a pro-forma that has the ability to ebb and flow throughout the design and construction process. SFC will continuously update this document as decisions are made that affect facility program, timeline or budget. The initial purpose of the pro-forma and economic impact analysis is to create a road map for the project. As with any route towards a destination, there are sure to be detours, obstacles and unexpected decisions along the way. When these items arise, our job as your Owner's rep is to help you navigate a new route and keep the project on-time and on-budget. Our design and construction team members will help SFC assess the impact of each item on the project time-line and budget. The pro-forma and economic impact tracking document is a unique element that SFC brings to the table that also allows us to educate the City on what short and long-term impacts a decision has on financial sustainability, operations and marketability of the facility.

Our experience and understanding of the entire process and life-cycle of a venue from design through construction and ultimately through pre-opening and long-term operations equips the City and the project team with all of the information necessary to make truly informed decisions.



PROJECT TIMELINE



10

- 2 MONTHS
- 3 MONTHS
- 5 MONTHS
- 2 MONTHS

PROJECT SCHEDULE

THIS SCHEDULE IS BASED ON THE INITIAL PRELIMINARY DESIGN CONCEPTION.

AUG SEPT OCT NOV DEC JAN



IN SCOPE WE ARE PRESENTING. A MORE DEVELOPED PLAN WILL BE PREPARED AT PROJECT

PROJECT APPROACH

On the upcoming pages, we will outline our collaborative strategy for working closely with the City of Springdale throughout the planning and development stages of the facility. The Garver + SFC team will work alongside all project stakeholders, including consultants, contractors, approval agencies, and vendors. Our aim is to join forces with your team to ensure the project is delivered efficiently and cost-effectively, while upholding the priorities of your specific goals and mission.

We will achieve these objectives through our comprehensive project management process. This process is spearheaded by a seasoned team of industry experts who have played pivotal roles in the creation of numerous successful sports tourism and recreation venues nationwide. Our team comprises design professionals, financial analysts, facility operators, creative minds, and other skilled individuals, each offering their expertise at every phase of your project.

In the following sections, we will present the distinctive qualities that set the Garver + SFC apart as the ideal partner for this endeavor. The remainder of this document will delve into our project approach, illustrating how we collaborate with you and your project team to bring your vision to fruition.

SINGLE-SOURCE SOLUTION

We offer you a comprehensive, all-in-one solution for the entire project. With our approach, there are no dropped balls or missed hand-offs between phases. We eliminate communication gaps and “language” barriers that can often occur between consultants, contractors, and operators. Our streamlined process ensures seamless efficiency from start to finish, resulting in a project that is innovative, efficient and sustainable.

INFRASTRUCTURE

The services outlined in this proposal are spearheaded by industry-leading experts- our team offers comprehensive assistance throughout every phase of the project. This includes expertise in development, marketing, legal/risk management, accounting, branding, finance, procurement, IT, human resources, and more.

This robust infrastructure is pivotal as it ensures the availability of dedicated personnel for the City, your team, and the project as a whole. As your design and pre-opening consultant, our team will ensure that the proper team members are involved at each stage in order to meet the project's scope, ensuring the necessary bandwidth and continuity essential for project success.

OUR TEAM IS PROVEN

No other entity can match our team's unparalleled track record. We lead the industry in project planning, drawing on extensive real-world, real-time data constantly refreshed through our nationwide operations. Our development team consistently assists in the delivery of projects on-time and below budget, utilizing our deep industry insights and unmatched purchasing power that aligns seamlessly with our clients' procurement regulations.

Furthermore, our management team demonstrates exceptional execution, as evidenced by the continual growth of our management portfolio and the consistent renewal of agreements with our partners.





VENUE PLANNING

Throughout the facility design, we will take on all necessary services to ensure the successful delivery of the project. We bring a unique set of capabilities to the project through our Venue Planning Services that will integrate seamlessly into the design team. This process creates a collaboration between Garver + SFC, the City of Springdale and the project team, leading to a facility that is aesthetically pleasing, operationally sustainable, and meets the goals for the facility and its intended usage. As part of this process, Garver + SFC pairs our program-driven design approach with our extensive operational expertise and focuses on the following areas:

OPERATIONALLY LED DESIGN

Garver + SFC has been involved in the development and operations of many of the most operationally-successful and profitable sports complexes in the country. The foundation to this success is providing a facility that is custom designed to match the primary functions and structure of the owner's operations. Too often facilities are designed and built and then a management team is put in place. Form must follow function to realize the full potential of a facility. Starting in the schematic process, We will work with the project team to develop the operational structure for all aspects of the facility. We will then work closely with The City of Springdale to ensure that the design of Sports Complex is providing the best opportunity for these unique operations to be successful.

EXPERIENTIAL DESIGN

In an ever-expanding industry, with competition popping up in communities across the country, it has never been more important for sports complexes to differentiate themselves while also accomplishing the individual goals of the project. This starts with the City of Springdale's vision and goals and continues immediately into the planning phases of the project, incorporating everything from user group specific layouts and amenities to fanfare and family experiences. Garver + SFC's experience developing some of the most sought-after sports complexes in the country provides an unparalleled understanding of what design elements create real impact and provide the best value to the overall project. This experience ensures projects immediately open as game-changing facilities; creating success from day one while also setting a bar and barrier to entry for potential competition that would hurt the long-term success of the facility.

MULTI-USE FUNCTIONALITY

We have been at the forefront of functional, innovative and multi-purpose design for sports complexes across the industry. These efforts have culminated in the development of facilities that drive demand in individual sport sectors while maximizing each and every space within a facility; allowing for increased economic impact and return on investment without overbuilding facilities and creating unrealistic debt burdens on owners. From tournaments to events, concerts and local community groups; Garver + SFC will



ensure the facility is designed in a way to provide all end users with the feeling that your Sports Complex is built with them in mind.

REVENUE & IMPACT DRIVEN DESIGN DECISIONS

There are only so many areas within the facility that can drive revenue. Part of our role leading the project team will be to ensure that everyone understands each design and construction decision has on each of these areas. Maximizing each of these revenue levers starts with design that is focused on maximizing each of these areas. Along with revenue focused design, we also focus on fiscally-responsible elements; defining, refining, and creating plans that support the desired/required financial outcomes of the project while providing creative approaches to maximize cost recovery.

MAXIMIZING IMPACT

Our team will work closely with the City of Springdale to ensure that the project maximizes impact in terms of both community health and economic vitality. Our understanding of how these types of facilities operate over time ensures that long range planning allows for future expanded services while the initial plan will reduce barriers to access and maximize the social, health, education, safety, and economic impact of places to play and programs in which to participate for the residents of the region.

PROJECT MANAGEMENT PLAN

To effectively manage the requirements of this project, our team offers comprehensive project management services designed to ensure that every aspect is carefully planned, organized, scheduled, controlled, and coordinated. Our approach guarantees that the facility not only meets the highest standards but also fully aligns with the needs and expectations of a City environment. Here's how we achieve this:

1. SPECIALIZED EXPERTISE IN CITY FACILITIES

Garver + SFC brings deep expertise in developing sports facilities, including cities and universities across the nation. Our experience ensures that the facility design accommodates the specific needs of the facility, from sports and recreational requirements to maximizing user experiences.

2. COMPREHENSIVE PLANNING AND ORGANIZATION

Our process begins with a detailed Kickoff Session to align City administrators and other stakeholders on the project's goals, expectations, and responsibilities. We then create a Master Schedule that integrates key project milestones, timelines, and dependencies. Additionally, we refine the programming and budget to ensure that the project's financial framework is aligned with the cities's strategic objectives. Garver + SFC's team acts as an extension of your staff, facilitating communication and collaboration among all team members, ensuring every component is tailored to the needs of a City facility.

3. SCHEDULING

Garver + SFC meticulously manages the project timeline with a detailed Master Schedule, encompassing design phases, procurement, construction activities, and commissioning. We coordinate closely with all stakeholders to maintain smooth project progression and adherence to deadlines.

4. RIGOROUS PROJECT CONTROL

Garver + SFC employs robust project management practices to control costs, timelines, and quality. Through Value Engineering and Cost Containment strategies, we ensure the project stays within budget, meeting both financial constraints and quality standards. We conduct regular Change Order Management, Contract Compliance Reviews, and Progress Payment Reviews to maintain strict control over the project's progression.

5. SEAMLESS COORDINATION

We ensure seamless coordination across all project phases by holding regular meetings with design and construction teams, facilitating communication between all stakeholders, and aligning all parties with the project's academic and operational objectives. This includes managing subcontractors, conducting Scope-Gap Analyses, and ensuring compliance with educational facility standards.

Tailored Project Management Tools

- Master Project Schedule: Tracks all milestones, ensuring alignment with the academic calendar.
- Budget Management: Ensures financial alignment with City budgets and monitors all expenditures.
- Communication Plan: Facilitates regular updates, ensuring City stakeholders are informed and involved in decision-making.

This focused and detailed management plan is designed to meet the unique requirements of a City facility, ensuring that your project is delivered on time, within budget, and to the highest standards.



PROJECT EXPERIENCE

A track record of planning memorable and unique community facilities across the region and nation.



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The Garver + SFC Team: Expertise and Innovation

The Garver + SFC team has an extensive portfolio of designing and managing state-of-the-art facilities across the United States. Below, we highlight a few select examples.

Our Experience Sets Us Apart

We understand that every community is unique, and its sports facilities should reflect that. Our approach is client-centered, focusing on the specific needs and aspirations of each project. By leveraging Garver's multidisciplinary expertise, we have assembled a team of specialists dedicated to delivering a facility that is both distinctive and tailored to your community.

We are committed to innovation, continuously exploring new trends and pushing boundaries, while finding creative ways to repurpose traditional materials.



Client: City of Fayetteville
**Kessler Mountain
Regional Park**

Fayetteville, AR

Completion

Phase 1: 2016

Phase 2: 2022

Cost

\$13.07M

(Phases 1 & 2)

The master plan for the new City of Fayetteville park covers approximately 200 acres and includes eight tennis courts, eight soccer fields, eight baseball fields, six softball fields, four basketball courts, pavilion, playground, splash pad, amphitheater, parking, on-site wastewater treatment facilities, maintenance facility, parks and recreation office, passive and active recreation areas, paved and natural surface hiking trails, and road and utility infrastructure. The master plan was designed with a strong emphasis on low impact design and includes native plant materials, energy-efficient buildings and lighting systems, and water-efficient irrigation.

Phase I of the new park covers approximately 60 acres and involved site grading, utility and roadway design, environmental permitting, development of six soccer fields and four baseball fields, supporting concession/restroom site amenities, concrete walking trails connecting the new site features, on-site secondary wastewater treatment plant, and six detention ponds and one retention pond to



accommodate a 100-year storm event. Garver provided field surveys utilizing radial topography methods; property surveys to determine right of way and easements; environmental permitting; hydrologic analysis of the drainage basins using HEC-HMS; schematic design, design development, and final construction document development for the civil/site, structural, and mechanical/plumbing design; and construction administration and observation for the project.

Phase 2 improvements consist of four new lighted baseball fields with artificial turf infields, along with an 1,800-SF central facility for concessions & restrooms, a 500-SF metal storage building, spectator bleachers with overhead canopies, two sets of 2-lane batting cages, a parking lot with landscaping and lighting, irrigation, and a sanitary sewer plant expansion. Garver also designed wayfinding and monument signage for the entire baseball facility, which was installed as part of Phase 2.





Client: City of Derby

Decarsky Sports Park Complex

Derby, KS

Completion*

Cost
\$27M (Est.)

Phase 1: 2022

Phase 2: Ongoing





The Decarsky Sports Park Complex is a premier recreational facility located on a 63-acre site west of Rock Road, midway between Chet Smith Avenue and 95th Street South in Derby, Kansas. The park's design includes eight state-of-the-art baseball and softball fields, a 3-acre dog park, and essential amenities such as parking, concessions, and restroom facilities.

A key feature of the park is the strategic field orientation, which maximizes sun exposure, enhancing the playing experience for athletes. Additionally, the design includes a central open space plaza, perfect for hosting various community events.

The project was implemented in phases, with Phase 1 completed and Phase 2 currently under design. A significant component of the project was community engagement, which involved public open houses and an active social media campaign to gather input and keep the public informed.

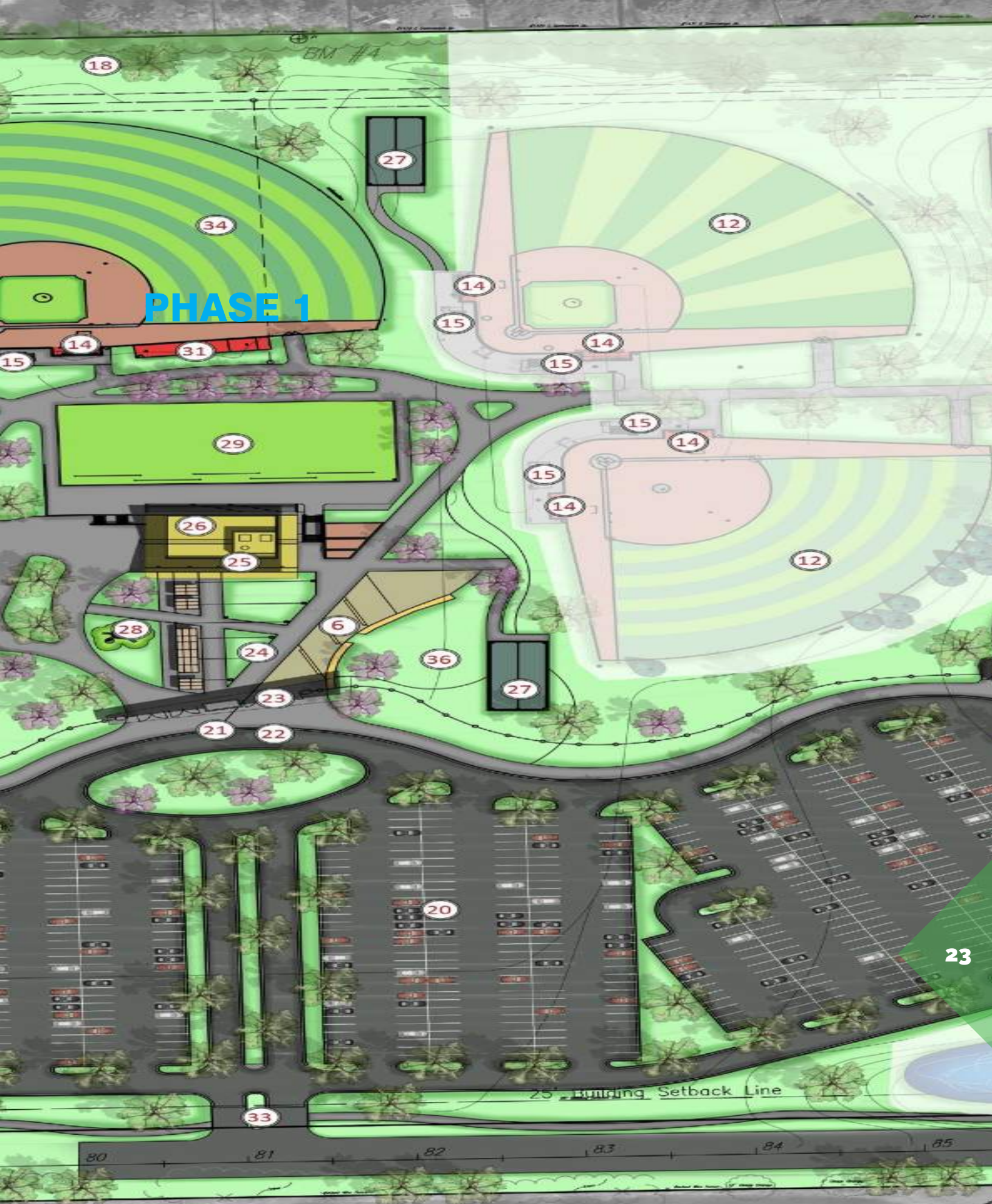
The total project budget is \$27 million. Nick Staib, while with a previous firm, served as the project manager and lead designer, playing a pivotal role in bringing this vision to life.



DECARSKY PARK, DERBY KS

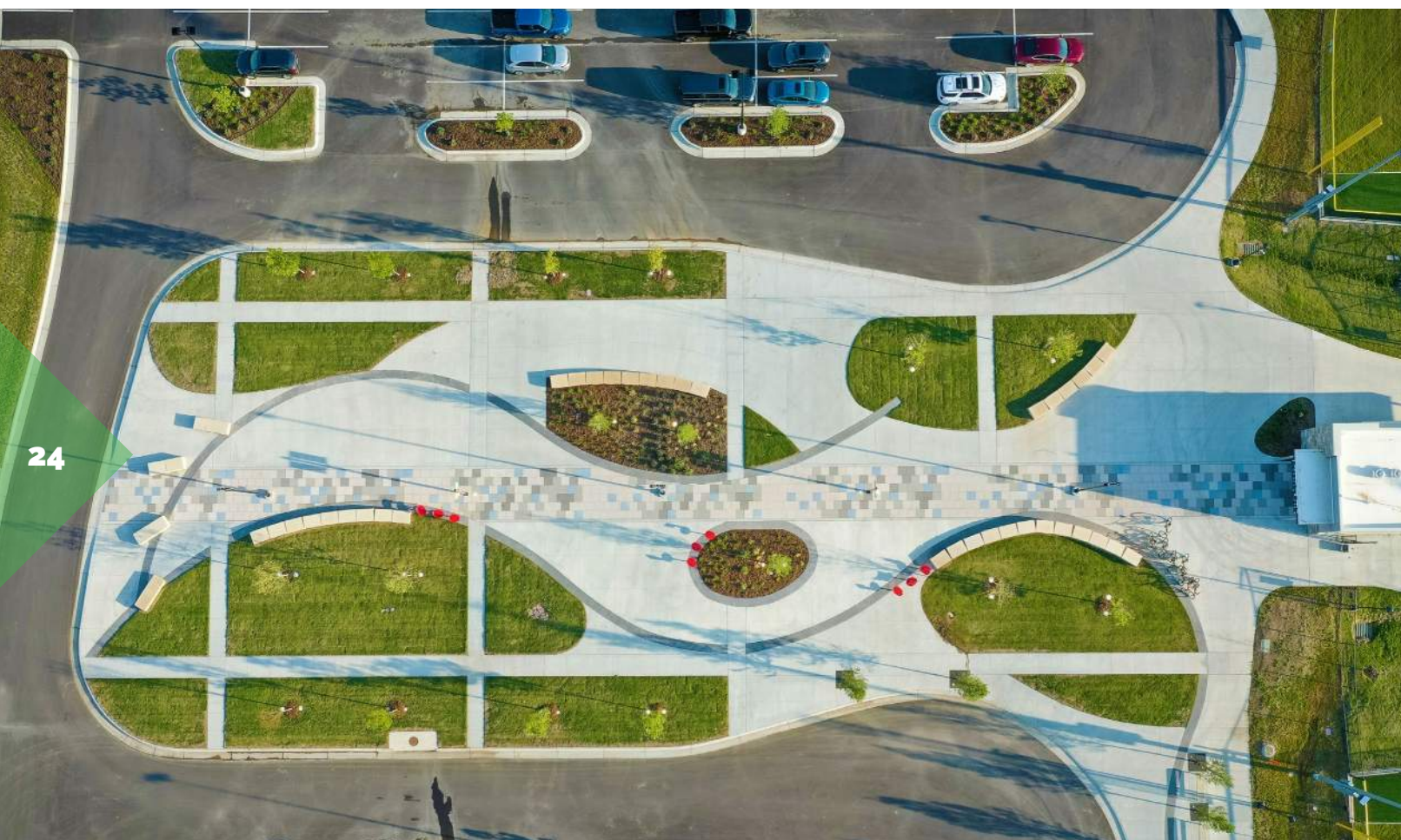


PHASE 2



PHASE 1

23





Client: City of Broken Arrow, Ok
Challenger Sports Complex

Broken Arrow, OK

Completion

Phase 1: 2020

Cost

\$7M
(Phase 1)



26



Located on 40 acres within the larger Events Park in Broken Arrow, Oklahoma, this state-of-the-art sports complex features five adult softball fields and one adaptive-use field. The design carefully considered wildlife impacts and environmental sustainability throughout the planning stages, preserving multiple wetlands, ponds, and stream corridors on the site. These unique natural features, combined with a commitment to providing a premier guest experience, make the complex a prime destination for regional tournaments, encouraging teams to return year after year. Phase one of the development opened in 2020.

With a focus on visitor comfort and enjoyment, the complex includes a range of amenities such as shaded pavilions, air-conditioned concession areas, food truck plazas, open lawns for movie nights, and social spaces. From the moment visitors arrive, their experience is designed to be seamless and memorable, starting in the parking lot and continuing throughout the facility. This project was designed and project managed by Nick Staib, while with another firm.

Master Planned Amenities:

- Grand park entrance
- Drop-off area
- Vendor row
- Food truck parking for three trucks
- Adaptive-use field
- Existing pond, stream, and wetlands
- Covered spectator seating
- Concession stand with restrooms, tournament director's office, and umpire lounge
- Farm table seating area
- Great lawn
- Multiple batting cages
- Basketball court
- Playground





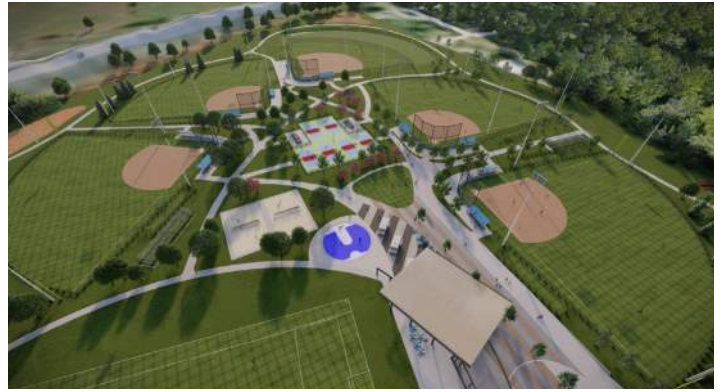


Client: City of Andover
Andover 13th Street Park

Andover, KS
Completion*

Cost
 \$11M

2024





This project involved providing comprehensive design and construction administration services for the development of a new park and sports park in Andover, Kansas. The scope included the complete reimagining and reconstruction of the park, with all original facilities and structures being replaced. Key features of the park include:

- Five New Ballfields: Equipped with natural grass outfields, shale infields, netted backstops, and 250' outfields, all fully lit with advanced sports field lighting.
- Walking Trails: Over one mile of trails encircling the property.
- Turf Conversion: Transformation of traditional mowed turf areas into native turf landscapes.
- New Concession/Restroom Facility: Centrally located for convenience.
- Dog Park: A dedicated area for pet recreation.
- Playground and Splash Pad: The playground features a 40' tall custom central climber and offers a variety of play styles, including spinning, swinging, sliding, and climbing. The inclusive design ensures accessibility for children of all ages and abilities. The adjacent splash pad includes both flush-grade and above-grade water features, along with a large water-dumping bucket for added excitement.
- Parking: A new parking lot accommodating up to 200 vehicles.

The park serves as a community hub, catering to residents of all ages. The ballfields are designed primarily for recreational league play, while the integrated playground and splash pad provide year-round entertainment, with the splash pad transitioning to dry play during colder months. The playground's design is enhanced by custom leaf-shaped shade structures, undulating turf berms, and vibrant ground patterns that unify the space.

Nick Staib, while with another firm, served as the lead designer and project manager, overseeing the project from initial conception through to final closeout.





CROSS ROADS SPORTS COMPLEX

NEW LENOX, IL

The Village of New Lenox is constructing a new sports complex which will be a game-changer for community sports and economic growth. Spread across 100 acres, this facility will be a hub for athletes and families, offering prime real estate for dining, shopping, and accommodation over 10 acres, with plans for further development.

Sports Facilities Companies Development Team

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

Size: 100 acres

Features:

29 Baseball / Softball Fields
12 soccer/multi-use fields

Beer Garden
Concession Stands

FIRM ROLES & SERVICES

Development:

Venue Planning



BALLPARKS OF AMERICA

BRANSON, MO

BPA offers players a chance to play on 2/3-size replicas of five iconic stadiums spanning the history of baseball. As one of the only stay-and-play facilities, players experience a week rooming with their teammates at the MLB-style team suites complete with HD televisions, spaces to hang out and recreational rooms for off-diamond games. The fun isn't restricted to the kids either. Ballparks of America is located in stunning Branson, Mo., voted a Top 25 Vacation Destination by TripAdvisor in 2020..

Beginning in 2019, SF Companies was engaged to provide full-time management services.

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

Size: 160 acres

Features:

- Replica of 5 Historic Ball Fields
- Stadium-Style Seating
- Team Suites & Dormitory Housing
- Covered Dugouts & Bullpen Areas
- Indoor Climbing Area/Play Areas/Arcade
- On-Site Food & Concessions

FIRM ROLES & SERVICES

Management: Full-Time Management



CEDAR POINT SPORTS CENTER SANDUSKY, OH

Cedar Point Sports Center is an exciting tournament destination located at the Roller Coaster Capital of the World. Families won't forget their "tourna-cation" experience playing in the state-of-the-art center and experiencing the thrills of the adjacent Cedar Point Amusement Park.

The Sports Facilities Companies Development Team played a crucial role in the development of the Cedar Point Sports Center by providing essential design feedback from an operations perspective. Their insights ensured the facility was optimized for functionality and efficiency, particularly in creating an industry-leading food and beverage service. Sports Facilities Companies Development Team's expertise extended to the FF&E procurement process, where they achieved significant cost savings without compromising on quality. This included outfitting the facility with top-tier equipment and furnishings tailored to support the comprehensive F&B operations. Sports Facilities Companies Development Team's strategic approach not only enhanced the operational readiness of the Cedar Point Sports Center but also ensured it delivered a premier experience for visitors. This meticulous attention to detail and commitment to excellence have established the Cedar Point Sports Center as a standout destination for sports and entertainment, significantly benefiting the surrounding community and economy in Sandusky, OH.

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

Size: 145,000 ft²

Features:

10 Basketball / 20 Volleyball Courts
Full-Service Cafe and Concessions
Second-Story Mezzanine

Championship Court/Arena
Play Climb Area and Party Rooms
Direct Access to Amusement Park

FIRM ROLES & SERVICES

Development:

Venue Planning
FF&E Procurement



SAND MOUNTAIN PARK & AMPHITHEATER ALBERTVILLE, AL

Sand Mountain Park is an exceptional project in Albertville, Alabama, with 130 acres of sports, recreation, and entertainment areas. This facility offers a wide variety of both local use and sports tourism use for all guests to enjoy just over an hour north of Birmingham.

The Sports Facilities Companies Development Team played a vital role in the development of Sand Mountain Park and Amphitheater by leading the FF&E and OS&E procurement processes. Their expertise was crucial in outfitting the diverse range of facilities, including indoor sports courts, indoor fitness areas, indoor and outdoor aquatics, an amphitheater, outdoor baseball and soccer fields, a dog park, and more. Sports Facilities Companies Development Team ensured that each area was equipped with the highest quality equipment and furnishings, tailored to meet the specific needs of each sport and activity. Their comprehensive approach included providing expert guidance on design decisions and operational requirements. By leveraging their volume purchasing power, Sports Facilities Companies Development Team achieved significant cost savings on FF&E and OS&E, optimizing the project's budget without sacrificing quality. This meticulous attention to detail and commitment to excellence ensured that Sand Mountain Park and Amphitheater was fully equipped and ready to provide an outstanding experience for all visitors. The impact on the community of Albertville, AL, has been profound, transforming the area into a premier destination for sports, recreation, and entertainment, and greatly enhancing the quality of life for residents and visitors alike.

PROJECT STATISTICS & PERFORMANCE HIGHLIGHTS

Size: 130 acres, 100,000 ft²

Features:

4 Basketball / 8 Volleyball Courts
4 Baseball & 5 Softball Fields
5 Multi-Purpose Fields

Membership-Based Wellness Center
16-Court Tennis Center
Indoor / Outdoor Pool & Aquatic Center

FIRM ROLES & SERVICES

Development:

Venue Planning
FF&E Procurement

PROJECT TEAM

A team you know with experience to deliver a first-class facility for Springdale.



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Our team is excited to collaborate with you in bringing this vision for this sports hub to life. We believe in a design process that fosters collaboration, engaging all stakeholders to create a design that resonates with the community. Through interactive design workshops, we encourage open dialogue, shared learning, and active participation, ensuring that every voice is heard. This approach enables us to develop tailored solutions that reflect the unique character and needs of your community,

We are dedicated to delivering projects that are well-managed, cost-effective, and reflective of the trust you place in us. On the following pages, you will find the resumes of key members of our design team, each of whom brings valuable expertise and experience to the project.





Nick Staib, PLA, ASLA



PROJECT MANAGER

Nick is a licensed Senior Landscape Architect and experienced Project Manager with more than 20 years of landscape architectural experience, specializing in the design of dynamic parks, sports parks, streetscapes, and comprehensive master plans across the nation.

Throughout his career, he has focused on creating spaces that blend functionality with aesthetic appeal, with a particular emphasis on experiential design. Nick's portfolio includes a wide range of projects, with each being tailored to enhance the user experience and foster a sense of community.

As Project Manager, Nick will manage the Garver Team's efforts on the project through design and construction.

EDUCATION

Bachelor of Landscape Architecture, 2003

REGISTRATION

Professional Landscape Architect: AR, KS, MO, TX

CERTIFICATION

Developer (QSD) & Qualified SWPPP Practitioner (QSP): CA

LEED Green Associate

RELEVANT EXPERIENCE*

Decarsky Park Phase 1 & 2 *Derby, KS*

The Decarsky Sports Park Complex is a premier recreational facility located on a 63-acre site west of Rock Road, midway between Chet Smith Avenue and 95th Street South in Derby, Kansas. The park's design includes eight state-of-the-art baseball and softball fields, a 3-acre dog park, and essential amenities such as parking, concessions, and restroom facilities.

ADDITIONAL EXPERIENCE*

- **Decarsky Park Phase 1 & 2** | *Derby, KS*
- **Champtown Master Plan** | *Park City, KS*
- **Warren Riverview Park** | *Derby, KS*
- **Hobart Detter Sports Park** | *Hutchinson, KS*
- **Highland Park Rugby** | *Broken Arrow, OK*
- **BAYFA Football Fields** | *Broken Arrow, OK*
- **Bettis Sports Complex Multi Sport Field** | *Topeka, KS*
- **Chisholm Trail Sports Complex** | *Clearwater, KS*
- **Riverfest Park Sports Complex** | *De Soto, KS*
- **Ponca City Tennis Complex** | *Ponca City, OK*
- **13th Street Sports Park** | *Andover, KS*
- **Lawrence Sports Complex** | *Lawrence, KS*
- **South Lakes Pickleball Complex** | *Wichita, KS*
- **Challenger Sports Complex** | *Broken Arrow, OK*
- **Indian Springs Soccer Complex** | *Broken Arrow, OK*
- **Arrowhead Sports Complex Upgrades** | *Broken Arrow, OK*
- **Riverside Tennis Complex** | *Wichita, KS*
- **Shawnee County Athletic Fields** | *Topeka, KS*

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Brent Thomas, PLA, CPSI

LANDSCAPE ARCHITECT

EDUCATION

Bachelor of Landscape Architecture, 1998

REGISTRATION

Professional Landscape Architect: AR, KS, MO, TX

CERTIFICATION

Certified Playground Safety Inspector (CPSI)

American Institute of Certified Planners (AICP)

Brent is a Senior Landscape Architect with 25 years of experience and is passionate about projects that enhance communities through sound planning and quality design. Always looking for ways to better the communities in which he works, Brent enjoys bridging the technical realm of engineering with the physical realm that affects how Users interact with and see a project — a positive combination of art and science.

With past projects in Arkansas, Colorado, Kansas, Missouri, Oklahoma, and Texas, his experience includes education, retail, office, and medical site planning; land planning; streetscapes; park and recreation facilities; bicycle planning and design; and wayfinding and graphic design. Brent combines his artistic skills with his knowledge of human activity and the natural environment and provides landscape design creating natural and built environments that are aesthetically pleasing as well as practical, in both urban and rural areas. He also coordinates the arrangement of existing and proposed land features and structures.

RELEVANT EXPERIENCE

MidCity District

Redevelopment
Huntsville, AL

• Landscape Architect for the streetscape design of almost 2 miles of new urban roadways in a \$2 billion, 100-acre mixed use redevelopment project. Streetscape elements include a plant palette highlighting northern Alabama plant materials in a park-like environment that is comfortable and walkable. Additional scope includes design for two public open spaces and a 5-acre expansion of Apollo Park.

Naftzger Park

Redevelopment
Wichita, KS

• Landscape Architect for the design and development plans to replace existing natural grass at Naftzger Park with artificial turf, matching the turf installed in the park previously. Design includes demo and abandonment of an existing turf irrigation system, turf installation details over an existing underground storm water storage vault system, and a plan to work around existing park improvements.

Exploration Place

Site Improvements
Wichita, KS

• Landscape Architect for the design of the new \$1.6 million riverfront amphitheater at Exploration Place, a Moshe Safdie-designed science and discovery center in downtown Wichita. The 2-acre project site reclaims a portion of the existing surface parking lot and reshapes the riverbank to create a new 11,000-SF artificial New riverfront access and connectivity to nearby river pedestrian bridges and new event spaces, including a Dutch-style woonerf.

Kessler Mountain

Regional Park
Fayetteville, AR

• Landscape Architect for the design of this master plan for the new park that covers approximately 200 acres and includes tennis courts, soccer fields, baseball fields, softball fields, basketball courts, pavilion, playground, splash pad, amphitheater, passive and active recreation areas, paved and natural surface hiking trails, and road and utility infrastructure.



With over 20 years of industry expertise, Jim has led the strategic planning, design, development, and successful operation of numerous cutting-edge facilities across the country. Regarded as one of the leading design voices in youth and amateur sports facilities, he is often looked to as a leading voice in conversations about trends in the industry.

**NATIONAL DIRECTOR
OF BUSINESS
DEVELOPMENT**

JIM
ARNOLD

SPECIALTIES:

business development, program
planning, sustainability

YEARS IN INDUSTRY: 20

EDUCATION:

BS, Business Administration
St. Bonaventure University

MBA

St. Bonaventure University

Although Jim's career primarily revolves around amateur sports facility development, his impact extends globally, touching all levels of sports. From contributing to the design and construction of professional venues such as of SRP Park (awarded the 2018 Minor League Baseball Ballpark of the Year) to spearheading a nationwide growth and development strategy for New Zealand Baseball, Jim's extensive experience plays a pivotal role in assisting clients in creating innovative, unique, and sustainable sports facilities.

NOTABLE PROJECTS

- Paradise Coast Sports Complex - Naples, FL
- Cedar Point Sports Center - Sandusky, OH
- Publix Sports Park - Panama City Beach, FL
- SRP Park - North Augusta, SC
- Ripken Experience - Pigeon Forge, Myrtle Beach, Maryland
- Rhythm & Rally Sports & Events Center - Macon, GA
- Sand Mountain Park & Amphitheater - Albertville, AL
- Ballparks of America - Branson, MO
- 4 Winds Field - South Bend, IN
- National Sports Center, Blaine, MN
- Rize Sports - Leetsdale, PA
- Scheels Sports Park & Legacy Pointe - Springfield, IL
- Cal Ripken Sr. Foundation Youth Development Parks (100+ Fields)
- The Corner (Old Tiger Stadium Redevelopment), Detroit, MI



As VP of Development, Jake is responsible for total project oversight including controlling budgets, negotiating subcontracts, and providing day-to-day communication with the project team to ensure the development remains on schedule and within budget.

**VICE PRESIDENT,
DEVELOPMENT**

JAKE
WHITTAKER

SPECIALTIES:

venue planning & procurement management, design efficiencies, vendor relations

YEARS IN INDUSTRY: 16

EDUCATION

BS, Mechanical Engineering
University of Illinois

Jake has over 15 years experience overseeing all phases of multi-million-dollar construction projects, including parks, recreation, event centers, fitness, university, and sports tourism projects for both public and private sector clients. A skilled collaborator, Jake holds an excellent track record of strong working relationships with owners, architects, and engineers, resulting in successful construction experiences for some of the largest athletic facilities across the nation.

Over his career Jake has worked in key phases of project delivery including supply chain, manufacturing, sales, installation, design, and construction project management.

Prior to coming to the Sports Facilities Companies, Jake was the Director of Sales Operations for Porter Athletic where he oversaw a team of project managers, sales associates, and a national distributor network for over 500 projects per year. Jake is a proven innovator and solutions-finder as evidenced by his experience in a \$20mm+ custom construction division where he directed manufacturing, engineering, architecture, and construction teams for projects ranging from \$10mm - \$100mm.

A keystone of his success is his ability to leverage emerging technology to create process automation, on-line quoting tools, and 3D modeling to reduce project lead times, eliminate manufacturing errors, and equip partners with DIY tools to maximize communication.

NOTABLE PROJECTS

- Legends Event Center & Travis Park- Bryan, TX
- Fort Bend Epicenter - Rosenberg, TX
- Publix Sports Park - Panama City Beach, FL
- Sand Mountain Park and Amphitheater - Albertville, AL
- University of Wisconsin - Eau Claire, Sonnentag Center - Eau Claire, WI
- Advent Health Sports Park at Bluhawk - Overland Park, KS
- Cedar Point Sports Center - Sandusky, OH
- Wintrust Sports Complex - Bedford Park, IL
- Scheel's Sports Park at Legacy Pointe - Springfield, IL
- Highlands Sports Complex - Wheeling, WV
- Iron Peaks Sports and Events - Hillsborough Township, NJ
- Horizon's Edge Sports Campus - Harrisonburg, VA
- Rize Sports - Leetsdale, PA
- Emerald Acres Sports Connection - Mattoon, IL
- WFSF Sportsplex – Philadelphia Union, PA
- Pinellas Park, FL
- West Monroe Sports and Events - West Monroe, LA



Ron Petrie, PE | PROJECT MANAGER; STREETS/TRAILS/PEDESTRIAN FACILITIES

Ron Petrie is a senior project manager on our Transportation Team with 33 years of engineering experience. His responsibilities include structuring and managing teams around project needs while providing quality control, client representation, and complete project oversight. He works with a rapidly growing client list to widen and extend roadways, among other project types, that improve connectivity throughout one of the country's fastest growing regions. In addition to designs for arterial roadway widenings and extensions for municipal and county clients, he also has expertise in trail design, parking decks, regional park facilities, street enhancements, and master planning. Ron's previous experience includes serving as the City of Fayetteville's city engineer, managing a staff of 22 employees with an operating budget of \$1.2 million and an average yearly capital improvement budget of \$10.2 million for transportation, drainage, and water and sewer infrastructure improvements.

EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer,
AR 9113



Juliet Richey, AICP, CFM | URBAN PLANNING

Juliet Richey is an urban planner with 21 years of experience. Juliet has experience working with municipalities and counties across Arkansas. Her experience includes comprehensive plans, master street plans, special area plans, development review, policy and process review and modification, overlay districts, and drafting a variety of planning and zoning regulations for municipalities. She has in-depth knowledge of local government structure, governmental funding mechanisms, infrastructure, and the needs of Arkansans. Before joining Garver, Juliet spent 14 years working as a planner and planning director in the public sector. Her responsibilities included overseeing a planning department, floodplain and conditional use permits, zoning, variances, large-scale developments, and long-range planning. She has provided consulting planning/public outreach services over the past four years for many cities throughout the state.

EDUCATION

Bachelor of Landscape
Architecture

REGISTRATION

American Institute of
Certified Planners,
30453

Certified Floodplain
Manager, AR-06-00104



Courtney Tannehill-McNair, AICP, CFM | URBAN PLANNING

Courtney Tannehill-McNair is an urban planning project manager with 18 years of experience. Courtney has many years of experience working on development planning and review projects. Her experience includes writing codes and ordinances, creating public policy and establishing guidelines for implementation, and creating long-range plans for multiple municipalities. She has in-depth knowledge of local government structure, infrastructure, and the needs of Arkansans. Before joining Garver, Courtney worked for Washington County as the senior planner and for the City of Tontitown as the Planning Official. In both positions, Courtney was responsible for project review, floodplain development, zoning and conditional use projects, and long-range planning.

EDUCATION

Bachelor of Landscape
Architecture

REGISTRATION

American Institute of
Certified Planners,
30328

Certified Floodplain
Manager, AR-09-00185



Zach Moore, PE | STREETS/TRAILS/PEDESTRIAN FACILITIES

Zach Moore is a project manager on our Transportation Team with 16 years of experience. Zach's transportation experience includes new and reconstructed roadways, highway interchanges, roundabouts, highway overpass projects, master street plans, bond program project development, major and minor drainage systems, site design, trails, recreational and athletic park design, and pedestrian facilities. He has served as contract city engineer for multiple cities and counties, and his responsibilities included review of development projects and addressing drainage and other engineering issues. Zach has participated in traffic studies that include intersection analysis, traffic mitigation, trip generation, warrant analysis, and signalization design. He has also evaluated city design standards for roadways, trails, and pedestrian facilities.

EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer,
AR 15657



Seth Yancey, PE | CONSTRUCTION INSPECTION

Seth Yancey is a project manager and team leader on our Construction Services Team with 19 years of experience. His responsibilities include overseeing projects and reviewing requests and proposals submitted by contractors. As part of the construction team, Seth reviews projects for constructability, coordinates with field staff, and interprets plans and specifications for each project. He also works directly with Owners, the Design Teams, Contractors and Inspectors to ensure the project is constructed within the requirements of the specifications. Seth also has seven years of bridge design experience, which includes designing and detailing vehicular and pedestrian bridges, retaining walls, drainage improvements, stormwater layout, and bridge layouts for highway interchanges and roadway intersections, as well as coordinating and reviewing NEPA environmental processes and documents. Seth has previous experience with bridge and roadway layout and construction as a concrete foreman and field engineer constructing bridge footings, bents and decks, as well as storm drain inlets and retaining walls. He is proficient with Microsoft Office, Revu Bluebeam, SharePoint, AutoCAD, MicroStation, and InRoads.

EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer
AR, 14058



RESOLUTION NO. _____

**A RESOLUTION TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF
LED SCORE TABLES.**

WHEREAS, the City of Springdale received \$100,000 to be used towards the purchase of score tables, and

WHEREAS, after researching prices from quotes as well as buy board options, we received a proposal for (6) 8-ft score tables for \$94,933.75 with (2) 10 x 5 soccer score boards included at no additional cost;

WHEREAS, we are requesting to waive bidding on the score tables, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Council authorized the purchase of score tables for an amount not to exceed \$100,000.00 from the General Fund and the Mayor is hereby authorized to execute any contracts related to the purchase.

PASSED AND APPROVED this ____ day of February, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM

Ernest B. Cate, City Attorney

SPRINGDALE CITY COUNCIL
FEBRUARY 11, 2025

The City Council of the City of Springdale met in regular session on Tuesday, February 11, 2025 in the Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brian Powell	Ward 3, Position 1
Amelia Taldo	Ward 4, Position 1
Jeff Watson	Ward 3, Position 2
Mike Overton	Ward 2, Position 1
Mike Lawson	Ward 1, Position 1
Aaron Huntley	Ward 2, Position 2
Randall Harriman	Ward 1, Position 2
Mark Fougerousse	Ward 4, Position 2
Ernest Cate	City Attorney
Sabra Jeffus	City Clerk/Treasurer

Department heads present:

Mike Chamlee	Buildings Director
Colby Fulfer	Chief of Staff
Frank Gamble	Police Chief
Anne Gresham	Library Director
Blake Holte	Fire Chief
Anna McKinney	Executive Operations Manager
John Oliver	Neighborhood Services
Ben Peters	Engineer Director
James Smith	Public Works Director
Sharon Tromburg	Asst Director/Planning Commission
Derek Wright	Police Captain

CITIZEN COMMENTS

None

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the January 28, 2025 City Council meeting be approved as presented. Council Member Taldo made the second.

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

PUBLIC HEARING

Ernest Cate held a public hearing on a petition to vacate a portion of E Randall Wobbe Lane. He also held a public hearing on a petition to abandon a storm drainage easement. No one came forward to discuss so those items will be handled later in the meeting at items 15 & 16.

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

After the vote was taken, motion carried 8-0.

The Springdale Chamber of Commerce 4th Quarter 2024 Report was presented by Jay Segó, Vice President of Economic Development.

ORDINANCE NO. 6053 – AMENDING ORDINANCE NO. 6046, WHICH REZONED CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2); AND DECLARING AN EMERGENCY.

Patsy Christie presented the Ordinance. This is to correct a Scrivener’s error on Ordinance 6046.

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

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6053.

ORDINANCE NO. 6054 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-06) CERTAIN LANDS LOCATED WEST OF BUTTERFIELD COACH ROAD & SOUTH OF BRUSHWOOD AVENUE FROM AGRICULTURAL DISTRICT (A-1) TO MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT (SF-3) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Patsy Christie presented the Ordinance.

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

After the vote was taken, motion carried 6-2. Brian Powell and Jeff Watson voted no.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6054.

An Ordinance to amend Chapter 130 of the Springdale Code of Ordinances: Zoning Ordinance, to allow use unit 30, recreation vehicle park, as a permitted use in a General Commercial District (C-2); declaring an Emergency and for other purposes.

Patsy Christie presented this Ordinance. After much discussion, Council Member Taldo moved the Ordinance be tabled for 90 days, to allow time to establish standards. Council Member Overton seconded the motion.

After the vote was taken, motion carried 8-0

An Appeal of the Planning Commission’s denial of a Rezoning Petition (R24-58) for OC-Springdale, LLC from Agricultural District (A-1) to Manufactured Home Park District (MHP) at a property west of N. Thompson Street and north of W. Morris Avenue.

Ernest Cate, City Attorney presented the Appeal. There were no representatives present with OC-Springdale, LLC, so the appeal was abandoned.

RESOLUTION NO. 18-25 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID FUNDS FOR THE APPLE BLOSSOM AVENUE IMPROVEMENTS PROJECT.

Ben Peters presented the resolution. The total estimate for the project is \$4.0 million. Federal funds of \$2.8 million will be granted and the City of Lowell, City of Springdale and J.B.Hunt Corporate will each contribute \$400,000.

RESOLUTION NO. 18-25

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID FUNDS FOR THE APPLE BLOSSOM AVENUE IMPROVEMENTS PROJECT

WHEREAS, the **Northwest Arkansas Regional Planning Commission** has approved Federal-aid Surface Transportation Block Grant Program Attributable funds for the project at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

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

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

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

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

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

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 18-25.

RESOLUTION NO. 19-25, ENTERING INTO AN AGREEMENT FOR THE CONSTRUCTION OF A GREENHOUSE PAD AT RABBIT FOOT LODGE.

James Smith presented the Resolution.

RESOLUTION NO. 19-25

A RESOLUTION ENTERING INTO AN AGREEMENT FOR THE CONSTRUCTION OF A GREENHOUSE PAD AT RABBIT FOOT LODGE

WHEREAS, the Springdale Public Works Department accepted bids for the purchase of a greenhouse pad for the greenhouse located at Rabbit Foot Lodge, pursuant to Section 2-157 of the Code of Ordinances for the City of Springdale, Arkansas, and

WHEREAS, the official bid opening was held on January 29, 2025, with one bid received from Crabcon Concrete Services, in an amount of \$25,154.00, and

WHEREAS, Public Works has selected Crabcon Concrete Services for the installation of a new greenhouse pad for the greenhouse at Rabbit Food Lodge, in an amount of \$25,154.00, to be paid for out of the Unrestricted General Fund.

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

1. The Mayor and City Clerk are hereby authorized to appropriate funds for a new greenhouse pad for the greenhouse at Rabbit Foot Lodge from Crabcon Concrete Services, in an amount of \$25,154.00, to be paid for out of the Unrestricted General Fund.
2. The Mayor is authorized to approve construction change orders up to a cumulative amount not exceed 10% of the contract amount.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 19-25.

RESOLUTION NO. 20-25, TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF VARIOUS CITY VEHICLES.

Chief of Staff Colby Fulfer presented the Resolution.

RESOLUTION NO. 20-25

A RESOLUTION TO WAIVE BIDDING AND AUTHORIZING THE PURCHASE OF VARIOUS CITY VEHICLES.

WHEREAS, the Springdale Fire Department and Parks and Recreation Department desire to purchase vehicles which are essential to their day-to-day operations, and

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

WHEREAS, the funding for these vehicles were approved in the 2025 budget;

WHEREAS, we are requesting to waive bidding on these vehicles due to receiving a better price from a local car dealership than buy-board pricing, and

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 \$145,000.00 out of the 2025 budget and the Mayor is hereby authorized to execute any contracts related to the purchase.

Parks And Recreation	RAM 2500 Crew Cab Short Bed 4x4	\$43,824.00
Fire Department	Ford F-150 4x4 Short Bed	\$48,824.00
Fire Department	Ford F-150 4x4 Short Bed	\$48,824.00

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 20-25.

RESOLUTION NO. 21-25 - AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE ARTIFICIAL TURF FOR WALTER TURNBOW PARK AND TO WAIVE COMPETITIVE BIDDING

Chad Wolf presented the Resolution. The turf will be similar to playground turf and will have an 8-year warranty.

RESOLUTION NO. 21-25

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE ARTIFICIAL TURF FOR WALTER TURNBOW PARK AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, Walter Turnbow Park has been a successful downtown park development since its creation;

WHEREAS, the burmuda sod area between Shiloh square and the landscaping material along the Razorback Greenway is not thriving due to a lack of direct sunlight and consistent public gathering;

WHEREAS, the Springdale Parks Department has solicited quotes to replace the Bermuda sod with artificial turf;

WHEREAS, the most economical quote was provided by ForeverLawn at \$65,903;

WHEREAS, in order for the turf to be in place prior to the planned spring events, it is imperative for the quote to be executed quickly;

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

Section 1. Expenditures for this project will be paid from the Park Set Aside Fund

Section 2. The Mayor and City Clerk are hereby authorized to execute a quote for artificial turf with ForeverLawn for \$65,903.

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 Council agrees it is in the best interest of the City to waive competitive bidding for this project.

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

After the vote was taken, motion carried 6-2. Jeff Watson and Mike Lawson voted no.

The Resolution was numbered 21-25.

RESOLUTION NO. 22 – 25 - WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT FOR SPRINGDALE PARKS AND RECREATION.

Chad Wolf presented the Resolution.

RESOLUTION NO. 22-25

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF FITNESS EQUIPMENT FOR SPRINGDALE PARKS AND RECREATION

WHEREAS, the Springdale Parks and Recreation Facility provides a workout facility that is used by many Springdale residents, and

WHEREAS, the current gym equipment that is available to our residents is outdated and needs to be upgraded, and

WHEREAS, the Springdale Parks and Recreation department is requesting to waive competitive bidding for the purchase of gym equipment from Matrix, which is available on the State Buy Board, in an amount of \$110,976.23 and

WHEREAS, A.C.A. § 14-58-303 (b)(2)(B) states "The governing body by Resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that competitive bidding is hereby waived for the purchase of the fitness equipment for the Springdale Parks and Recreation facility, in an amount of \$110,976.23, to be paid for out of the 2025 Parks and Recreation budget, Athletic Equipment/Supplies account.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 22-25.

RESOLUTION NO. 23 – 25, AUTHORIZING THE TEMPORARY OPERATION OF A CARNIVAL.

Mayor Doug Sprouse presented the Resolution.

RESOLUTION NO. 23-25

A RESOLUTION AUTHORIZING THE TEMPORARY OPERATION OF A CARNIVAL

WHEREAS, Rick Culver, Executive Director from the Rodeo of the Ozarks has requested permission to conduct two Carnival entertainment events at the Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, put on by Clint Payne DBA BIG C’s Enterprises, LLC; and

WHEREAS, Pride Amusements carnival dates will be *Friday, May 23rd, 2025 through Sunday, June 1st, 2025*; and *Friday, October 3rd, 2025 through Sunday, October 12th, 2025*; and

WHEREAS, the carnival’s hours of operation will be *Friday, May 23rd, 2025 through Sunday, June 1st, 2025* from 5:00 p.m. – 10:00 p.m. Monday thru Thursday, 5:00 p.m. – 11:00 p.m. on Fridays, and Saturday thru Sunday, from 12:00 p.m. to 11:00 p.m.; and *Friday, October 3rd, 2025 through Sunday, October 12th, 2025*, from 5:00 p.m. – 10:00 p.m. Monday thru Thursday, 5:00 p.m. – 11:00 p.m. on Fridays, and Saturday thru Sunday, from 12:00 p.m. to 11:00 p.m.; and

WHEREAS, Sec. 26-43 of the Springdale Code of Ordinances provides that the operation of a carnival, sideshow or other similar amusement facility within the city must be approved by resolution adopted by the city council,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver, Executive Director with the Rodeo of the Ozarks and Clint Payne DBA BIG C’s Enterprises, LLC is hereby authorized to conduct two carnival entertainment events in Parsons Stadium Rodeo Arena located at 1423 E. Emma Avenue, *Friday, May 23rd, 2025 through Sunday, June 1st, 2025*; and *Friday, October 3rd, 2025 through Sunday, October 12th, 2025* with the carnival opening and closing times listed above. In case of a rain out, the mayor has the authority to reschedule this event.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 23-25.

ORDINANCE NO. 6055 - VACATING A PORTION OF A DEDICATED PUBLIC STREET KNOWN AS RANDALL WOBBE LANE, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq. DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Ernest Cate presented the Ordinance.

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

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6055.

ORDINANCE NO. 6056 - VACATING AND ABANDONING A STORM DRAINAGE EASEMENT, PURSUANT TO ARK. CODE ANN. §14-301-301, et seq., DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

Ernest Cate presented the Ordinance.

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

After the vote was taken, motion carried 8-0.

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

After the vote was taken, motion carried 8-0.

The Ordinance was numbered 6056.

RESOLUTION NO. 24 – 25, SETTING A HEARING DATE ON A PETITION TO ABANDON A PORTION OF A UTILITY EASEMENT IN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS.

RESOLUTION NO. 24-25

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

WHEREAS, Richard Coger and Janet Coger, have petitioned for the partial abandonment of a utility easement on Parcel No. 815-29495-000, said easement having been filed for record as File No. 2004-00029949 in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and said partial easement to be vacated being more particularly described as follows, and as shown on the attached Exhibit “A”:

PARTIAL UTILITY EASEMENT VACATION DESCRIPTION:

Commencing at a point marking the Southeast Corner of the Southwest Quarter of the Northeast Quarter. Thence along the East line of said Forty, North 02 degrees 29 minutes 06 seconds East, 394.96 feet. Thence leaving said East line, North 87 degrees 54 minutes 25 seconds West, 453.52 feet. Thence South 01 degrees 18 minutes 52 seconds West, 45.39 feet to a point on the Northside of a building and the Point of Beginning. Thence along the Northside of said building, South 89 degrees 44 minutes 12 seconds East, 7.11 feet to the Northeast Corner of said building. Thence along the Eastside of said building, South 00 degrees 15 minutes 48 seconds West, 200.50 feet to the Southeast Corner of said building. Thence along the Southside of said building, North 89 degrees 44 minutes 12 seconds West, 10.79 feet. Thence leaving said Southside of said building, North 01 degrees 18 minutes 52 seconds East, 200.54 feet to the Point of Beginning, containing 7,177.62 square feet.

WHEREAS, the City Council finds that a hearing date should be set on the request to abandon these aforementioned easements;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that March 11, 2025, at 6:00 p.m. is set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time of said hearing as required by law.

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

After the vote was taken, motion carried 8-0.

The Resolution was numbered 16-25.

Mayor Sprouse began a discussion to change the date of the second City Council Committee Meeting this month. It was decided that the meeting will be Tuesday, February 18, at 5:30, due to City offices being closed on Monday, February 17, to recognize President's Day.

COMMENTS FROM DEPARTMENT HEADS.

Patsy Christie stated that the Planning Commission has a meeting scheduled on the 18th at 5:00, a work session with H3 Studios to discuss the SE Area housing and parking study. She said they could have a quick meeting from 5:00-5:30 prior to the City Council Committee meeting.

ADJOURNMENT

Council Member Overton made the motion to adjourn. Council Member Lawson made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:56 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer