

- **The next City Council Committee Meeting will be held on Thursday, September 18th, 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, September 9th, 2025**

5:55 p.m. Pre-Meeting Activities

Pledge of Allegiance

Invocation – Councilman Mike Lawson

1. Call to Order – Mayor Doug Sprouse
2. Roll Call –Sabra Jeffus, City Clerk
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, August 26th, 2025.** Pgs. 142-156

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) **10 B-C and 12** (Motion must be approved by two-thirds (2/3) of the council members)*

7. **Proclamation** for Constitution week for Ozark Mountains Chapter, National Society Daughters of the American Revolution. Presented by Mayor Doug Sprouse.
8. **Springdale Chamber of Commerce Quarterly Report.** Presented by Jay Sego, Vice President of Economic Development.

9. Appointments and Reappointments

- A. **A Resolution** making a reappointment to the Advertising and Promotion Commission of the City of Springdale. Presented by Mayor Doug Sprouse. Pgs. 1-2

10. Planning Commission Report and Recommendation by Sharon Tromburg, Director of Planning and Community Development

- A. **An Appeal** of the Planning Commission's denial of a Rezoning Petition (R25-50) for J & M Capital Ventures, LLC from Light Industrial District (I-1) & a Low/Medium Density Single Family Residential District (SF-2) to a General Industrial District (I-2) at a property South & West of 2880 Old Wire Road. Pgs. 3-13

- 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 (R25-39) certain lands located at 4617 Luvene Avenue from an Agricultural District (A-1) to a Medium Density Multi-Family Residential District (MF-12) and a Low/Medium Density Multi-Family Residential District (MF-4) within Springdale, Arkansas, and declaring an emergency. Pgs. 14-19

- C. **An Ordinance** accepting the replat of Westfield Subdivision, Phase I (RP25-10) to the City of Springdale, Arkansas, and declaring an emergency. Pgs. 20-24

- D. **A Resolution** approving a conditional use for Raymond Washington Jr., Ray Dubbz Soul Food & More (C25-10) at 4407 S. Thompson Street as set forth in ordinance No. 4030. Pgs. 25-28

11. Finance Committee by Chairman Jeff Watson – Items A-F forwarded from Committee with recommendation for approval.

- A. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Thelma Grigg is defendant (Project No. 23BPS2, Tract 10). Presented by Ernest Cate, City Attorney. Pgs. 29-39

- B. **A Resolution** authorizing the purchase of new recording software and related equipment for Springdale Police Department. Presented by Derek Wright, Chief of Police. Pgs. 40-52

C. **A Resolution** authorizing the purchase of new radios for Springdale Police Department and to waive competitive bidding. Presented by Derek Wright, Chief of Police. Pgs. 53-59

D. **A Resolution** accepting a grant from Arkansas Department of Finance and Administration's Project Safe Neighborhoods Program, amending the 2025 budget of the City of Springdale, & appropriating funds for the Springdale Police Department. Presented by Derek Wright, Chief of Police. Pgs. 60-63

E. **A Resolution** amending the 2025 budget of the City of Springdale and authorizing the purchase of new pool floats for the Springdale Aquatic Center. Presented by Chad Wolf, Parks & Recreation Director. Pgs. 64-67

F. **A Resolution** amending the 2025 budget of the City of Springdale and authorizing the purchase of two new mowers and a trailer for the Parks and Recreation Department. Presented by Chad Wolf, Parks & Recreation Director. Pgs. 68-81

G. **A Resolution** authorizing the execution of an Engineering Services Contract for intersection improvements at Backus Ave. and Pleasant St. Presented by Ben Peters, Engineering Director. Pgs. 82-134

12. **An Ordinance** authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on a property located within the City of Springdale, Arkansas and declaring an emergency. Presented by Ernest Cate, City Attorney. Pgs. 135-141

13. Comments from Council Members.

14. Comments from City Attorney.

15. Comments from Mayor

16. Adjournment.

RESOLUTION NO. _____

**A RESOLUTION MAKING A REAPPOINTMENT
TO THE ADVERTISING AND PROMOTION
COMMISSION OF THE CITY OF SPRINGDALE**

WHEREAS, Adriana Torres currently serves on the Advertising and Promotion Commission, and

WHEREAS, the term of Adriana Torres, Seat #7, is set to expire on September 14, 2025, and

WHEREAS, A.C.A. 26-75-605 and Ordinance No. 3293 provide that appointments for these positions will be made by the remaining members of the Commission subject to approval of the City Council, and

WHEREAS, the Advertising and Promotion Commission has recommended the reappointment of Adriana Torres, Seat #7, with a new term set to expire on September 14, 2029.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Adriana Torres, Seat #7, is hereby reappointed to the Advertising and Promotion Commission for a four-year term that is set to expire on September 14, 2029.

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



SPRINGDALE
Chamber of Commerce
WE'RE MAKING IT HAPPEN

July 29, 2025

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

Mayor Sprouse,

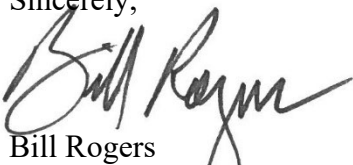
On behalf of the Springdale Advertising & Promotion Commission, I would like to recommend Ms. Adriana Torres for reappointment. Ms. Torres, a senior executive with Legacy National Bank, has served with distinction during her first term on the Commission.

In her At Large position with the A&P Commission, she brings a wealth of knowledge of our city. Her community service includes having previously served on the Springdale Chamber Board of Directors.

She has indicated a willingness to continue serving our city and I wholeheartedly endorse her.

Thank you for your consideration.

Sincerely,



Bill Rogers
President and CEO



August 13, 2025

City Clerk's Office

RE: R25-50 Rezone South & West of 2880 Old Wire Road

At the August 5, 2025 Planning Commission meeting our request to rezone the above mentioned property from SF-2/I-1 to I-2 was declined. We would like to appeal this decision due to the following factors.

At the meeting 3 neighboring residents spoke out with concerns related to constructing and industrial or manufacturing facility. It was not conveyed at the meeting that our only intent is to set up a top soil sifting operation. Based on current zoning we are permitted to haul-in and stockpile dirt at the site so we feel this is a very low impact request. I spoke with all 3 neighbors following the meeting and explained our intent which was unanimously well received, which each saying they had no issue with our intentions.

Respectfully

A handwritten signature in blue ink, appearing to read 'Ben Harvey', is written over a horizontal line.

Ben Harvey

Brittenum Construction

R25-50 J & M Capital Ventures, LLC
South & West of 2880 Old Wire Road
From I-1 & SF-2 to I-2
Presented by Engineering Services, Inc.

Mr. Appel: Thank you. Jason Appel with ESI. Yeah, our request tonight here is to rezone. So, the western portion of this property is already I-1. Our request tonight is to take the adjacent parcel that my client owns and a portion of the western parcel to I-2.

Mr. Cloud: So, the I-2 will remain dominant.

Mr. Appel: I-1.

Mr. Cloud: I-1 will remain your...

Mr. Appel: The eastern portion of it is I-2, requested to be I-2. Yes.

Mr. Cloud: Staff comments.

Mrs. Tromburg: The rezoning request is in keeping with the following goals and policies of the Comprehensive Land Use Plan and is recommended for approval: Consolidate industrial areas near traffic arteries and collectors, rail, air facilities, and major utility trunk lines. Encourage the development of industries that further diversify and stabilize the city's economic base, compatible with the labor force, raw materials, and industrial climate. Provide space for new and expanding high-technology industries with low environmental impact.

Mr. Cloud: Thank you. Any further staff comments? Any public comment regarding this request? Please come to the podium and state your name and address. Thank you for coming out.

Ms. Oxford: Oh, thank you. Thanks so much for having us tonight and allowing us to speak. I'm Angela Oxford and I live at 106 East Bailey. I was made aware of this, and we are already surrounded by industrial use areas. Just knowing that this area will have a deeper industrial purpose concerns us—regarding the particulates in the air, the additional traffic in the area. We're just concerned. I know everyone talks about our own property values, but our little neighborhood is attempting to create community, and just having additional industrial use there makes it really challenging.

Mr. Cloud: Thank you.

Ms. Ramsey: Hi, my name is Adriana Ramsey. My husband and I stay at 1016 Brogdon Street, just honestly a few feet from Angela Oxford, and we honestly share the same concern. We have found that the booming part of Springdale has been amazing and honestly an amazing place where we bought our first home. But if we could face it, where we live, Springdale stinks. It literally stinks. And so, with that, the idea of not only a more industrial crowd—more industrial traffic, more industrial air pollution, more industrial lower air quality—not only, as she said, affects the quality and the home value of our community, but honestly the quality of life in our neighborhood as well.

Those are the same concerns that not only her and I share, but also our neighbors that we've gotten to know—one being one of the founders who sell their honey at the Springdale Farmers Market every Saturday and have called that place home, and our other neighbor who not only raised their grandkids but also their great-grandkids as well, who have lived through the stink,

who have lived through the already industrial parts. The fact of creating an even more industrial, crowded area is not something we're for.

Mr. Cloud: Thank you.

Ms. O'Brien: Hi there. Thank you very much for having us tonight. My name is Natalie O'Brien. I live at 143 Old Wire Road. I also share the same concerns as Miss Angela and Miss Adriana. My main concern is the noise pollution. In that area, there is already a lot of industrial activity, and noise pollution is present all throughout the day and also all throughout the night. If you live in that area, and if you're like me, you've probably been woken up in the middle of the night by noise coming from those industrial plants.

So, I'm concerned about the added noise and also the added traffic on Old Wire. There are already no sidewalks, and I see a lot of pedestrians and people riding their bicycles. So, I worry about their safety with increased traffic, particularly if there could be trucks coming down that road. Thank you.

Mr. Cloud: Thank you. Commissioners, any comments? If none, this will be a call for the vote.

Mr. Hussein: Call for the vote.

Mr. Cloud: Thank you.

The rezone request is voted on electronically.

VOTE:

YES: Hussein, Harlan, Reynolds.

NO: Ogunyemi, Austin, Keith, Cloud.

Mr. Cloud: That fails four (4), three (3). Thank you.

Mrs. Tromburg: You can appeal the Planning Commission's decision. You have 15 days to provide in writing why you think the Planning Commission erred in their decision and submit it to the city clerk's office, and we'll hear that appeal at Council.

AFFIDAVIT OF MAILING BRITTENUM OLD WIRE REZONE

I hereby certify that I, Josh Haley, E.I., acting as agent, have provided notice to affected parties in accordance with the requirements set forth in the instruction given with the plat application and that the notice information provided is to the best of my knowledge true and factual. I am hereby enclosing the following supporting documents: copies of the notice, mailing receipts, return cards, and any notices that were undeliverable.

Signature: 

Date: 8/26/2025

21-03279-000
JIMENEZ, CECILIA
PINACHO
2906 S D ST
ROGERS AR 72758
ZONE: MF-4

21-03280-000
GARDUNO, JOSE J &
MARICELA
1917 PRICE AVENUE
LOWELL, ARKANSAS
72745
ZONE: MF-4

21-03281-000
RODRIGUEZ, JOSE &
MONICA
1368 A & B DOVE LOOP
SPRINGDALE AR 72764
ZONE: MF-4

21-00057-015
J & M CAPITAL
VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: A-1

21-00056-050
BARBOSA, JOSE G
1757 JADE RD
SPRINGDALE AR 72764
ZONE: SF-1

815-28680-000
SANDAR INVESTMENTS
LLC
844 MORSANI AVE
SPRINGDALE AR 72762
ZONE: SF-2

815-28671-007
ONE SPRINGDALE INC
5100 S THOMPSON ST
SPRINGDALE, AR
72764-6933
ZONE: MF-12

815-28678-001
D & F HOLDINGS LLC
8641 HWY 22714
CROSSVILLE, ALABAMA
35962
ZONE: I-1

815-28679-000
OZARK ELECTRIC
COOPERATIVE CORP
PO BOX 848
FAYETTEVILLE, ARKANSAS
72702-0848
ZONE: I-1

815-28676-000
J & M CAPITAL
VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: SF-2 / I-1

815-28676-002
ARKANSAS STATE
HIGHWAY COMMISSION
PO BOX 2261
LITTLE ROCK AR
72203-2261
ZONE: I-1

815-28681-000
WHAT HAPPENED LLC
8288 ELM LN
ROGERS AR 72756
ZONE: SF-2

21-00056-043
ARKANSAS STATE HIGHWAY
COMMISSION
PO BOX 2261
LITTLE ROCK AR 72203-2261
ZONE: I-1

21-00056-050
BARBOSA, JOSE G
1757 JADE RD
SPRINGDALE AR 72764
ZONE: SF-1

21-03276-000
RICO, CARLOS JIMENEZ
& JIMENEZ, REBECA
618 LYON LOOP
SPRINGDALE AR 72764
ZONE: MF-4

21-03277-000
BARBOSA, JOSE & DE
JESUS NAVARRO, TERESA
1264 DOVE LOOP
SPRINGDALE, ARKANSAS
72764-6387
ZONE: MF-4

815-28676-001
J & M CAPITAL
VENTURES LLC
4034 N OLD WIRE ROAD
FAYETTEVILLE, ARKANSAS
72703
ZONE: I-1

815-28676-000
J & M CAPITAL
VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: SF-2 / I-1

815-28683-001
J & M CAPITAL
VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: SF-2

815-28677-000
COLE, ROBERT P
673 E AR 264 HWY
BETHEL HEIGHTS,
ARKANSAS 72764
ZONE: SF-2

815-29571-000
CARGILL MEAT
SOLUTIONS CORP
PO BOX 5626
MINNEAPOLIS, MN
55440-5626
ZONE: I-1

815-28683-000
OLVERA, CHRISTIAN
2880 OLD WIRE ROAD
SPRINGDALE, ARKANSAS
72764
ZONE: SF-2

21-03278-000
RIVERA-LINAN, VIRIDIANA
& KRAMER, JACOB A
2081 WILDFLOWER DR
CENTERTON AR 72719
ZONE: MF-4

21-00272-025
ARKANSAS & MISSOURI
RAILROAD COMPANY
ATTN: CFO
306 E EMMA AVE
SPRINGDALE AR 72764
ZONE: I-2

21-00272-026
ARKANSAS STATE
HIGHWAY COMMISSION
PO BOX 2261
LITTLE ROCK AR 72203
ZONE: I-2

21-00058-000
HATHORN, JAMES &
HATHORN, CECIL ET AL
TRUSTEES
655 HATHORN DR
SPRINGDALE AR
72764-8466
ZONE: A-1

**Notice of Public Hearing before the
Springdale City Council on a
Petition to Rezone Property**

To all owners of land lying adjacent to the property at:

Location: 815-28683-001 and a portion of 815-28676-000, located on the W Side of Old Wire Road,
approximately 200 ft south of Bitter Lane.

Owned by: J & M Capital Ventures LLC

NOTICE IS HEREBY GIVEN THAT a petition has been filed for zoning of the above property requesting
a change of zone classification from: SF-2, which permits

use of the property as: Low/Medium Density Multi-Family Residential District

to: I-2 which permits use of the property as: General Industrial District

The petition was denied by the Planning Commission on August 5th, 2025 and is being appealed.

If approved, the rezoning will occur only upon the property described above.
It will not change the zoning or permitted uses on neighboring properties

Explanation: I-2 complies with the adopted Comprehensive Land Use Plan which
calls for this area to be "Heavy Industrial". No evidence or discussion was
provided for why this request should be denied when meeting the Comprehensive Land
Use Plan.

A public hearing on said petition to rezone appeal will be held by the City Council Commission in the
Council Chambers of the City Administration Building at 201 Spring Street, Springdale, AR 72764 on:

September 9th, 2025 at 6:00 p.m.

All parties interested in this matter may appear and be heard at said time and place or may notify the
Springdale City Council of their views on this matter by letter or email. All persons interested in this request
are invited to call or visit the City Administration Building to review and discuss the appeal with staff.

9589 0710 5270 3185 7731 93

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21-00057-015
J & M CAPITAL VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: A-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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21-03281-000
RODRIGUEZ, JOSE & MONICA
1368 A & B DOVE LOOP
SPRINGDALE AR 72764
ZONE: MF-4

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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21-03279-000
JIMENEZ, CECILIA PINACHO
2906 S D ST
ROGERS AR 72758
ZONE: MF-4

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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815-28676-000
J & M CAPITAL VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: SF-2 / I-1

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815-28680-000
SANDAR INVESTMENTS LLC
844 MORSANI AVE
SPRINGDALE AR 72762
ZONE: SF-2

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21-00056-050
BARBOSA, JOSE G
1757 JADE RD
SPRINGDALE AR 72764
ZONE: SF-1

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815-28677-000
COLE, ROBERT P
673 E AR 264 HWY
BETHEL HEIGHTS, ARKANSAS 72764
ZONE: SF-2

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815-28683-001
J & M CAPITAL VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: SF-2

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815-28679-000
OZARK ELECTRIC COOPERATIVE CORP
PO BOX 848 FAYETTEVILLE, ARKANSAS 72702-0848
ZONE: I-1

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815-28676-000
J & M CAPITAL VENTURES LLC
4034 N OLD WIRE RD
FAYETTEVILLE AR 72703
ZONE: SF-2 / I-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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815-28671-007
ONE SPRINGDALE INC
5100 S THOMPSON ST
SPRINGDALE, AR
72764-6933
ZONE: MF-12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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815-28678-001
D & F HOLDINGS LLC
8641 HWY 22714
CROSSVILLE, ALABAMA 35962
ZONE: I-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7732 78

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Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

21-00272-025
ARKANSAS & MISSOURI
RAILROAD COMPANY
ATTN: CFO
306 E EMMA AVE
SPRINGDALE AR 72764
ZONE: I-2

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7732 85

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21-03278-000
RIVERA-LINAN, VIRIDIANA
& KRAMER, JACOB A
2081 WILDFLOWER DR
CENTERTON AR 72719
ZONE: MF-4

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7732 92

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815-28683-000
OLVERA, CHRISTIAN
2880 OLD WIRE ROAD
SPRINGDALE, ARKANSAS
72764
ZONE: SF-2

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 15

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☐ Adult Signature Restricted Delivery \$

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Total Postage \$

Sent To
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City, State, ZIP

21-00058-000
HATHORN, JAMES & HATHORN,
CECIL ET AL TRUSTEES
655 HATHORN DR
SPRINGDALE AR 72764-8466
ZONE: A-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 46

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City, State, ZIP+4

21-00056-050
BARBOSA, JOSE G
1757 JADE RD
SPRINGDALE AR 72764
ZONE: SF-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 53

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
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☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

21-00056-043
ARKANSAS STATE HIGHWAY
COMMISSION
PO BOX 2261
LITTLE ROCK AR 72203-2261
ZONE: I-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 60

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☐ Return Receipt (electronic) \$
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☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

815-28681-000
WHAT HAPPENED LLC
8288 ELM LN
ROGERS AR 72756
ZONE: SF-2

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 77

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

815-28676-002
ARKANSAS STATE HIGHWAY
COMMISSION
PO BOX 2261
LITTLE ROCK AR 72203-2261
ZONE: I-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 55

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

21-00272-026
ARKANSAS STATE
HIGHWAY COMMISSION
PO BOX 2261
LITTLE ROCK AR 72203
ZONE: I-2

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 08

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

815-28676-001
J & M CAPITAL VENTURES LLC
4034 N OLD WIRE ROAD
FAYETTEVILLE, ARKANSAS 72703
ZONE: I-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 22

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

21-03277-000
BARBOSA, JOSE & DE
JESUS NAVARRO, TERESA
1264 DOVE LOOP
SPRINGDALE AR 72764
ZONE: MF-4

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3185 7733 34

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
Total Postage \$

Sent To
Street and Apt.
City, State, ZIP+4

21-03276-000
RICO, CARLOS JIMENEZ
& JIMENEZ, REBECA
618 LYON LOOP
SPRINGDALE AR 72764
ZONE: MF-4

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- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service[®] for a specified period.

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- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
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 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*, attach PS Form 3811 to your mailpiece;

- for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS[®]-postmarked Certified Mail receipt to the retail associate.
- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

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PS Form 3800, January 2023 (Reverse) PSN 7530-02-000-9047

9569 0710 5270 3185 7732 23

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☐ Adult Signature Restricted Delivery \$

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Sent To \$

Street and Apt. # \$

City, State, ZIP+4 \$

815-29571-000
 CARGILL MEAT SOLUTIONS CORP
 PO BOX 5626
 MINNEAPOLIS, MN 55440-5626
 ZONE: 1-1

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9569 0710 5270 3185 7732 79

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☐ Adult Signature Restricted Delivery \$

Postage \$

Total Postage and Fees \$

21-03280-000
 GARDUNO, JOSE J & MARICELA
 1917 PRICE AVENUE
 LOWELL, ARKANSAS 72745
 ZONE: MF-4

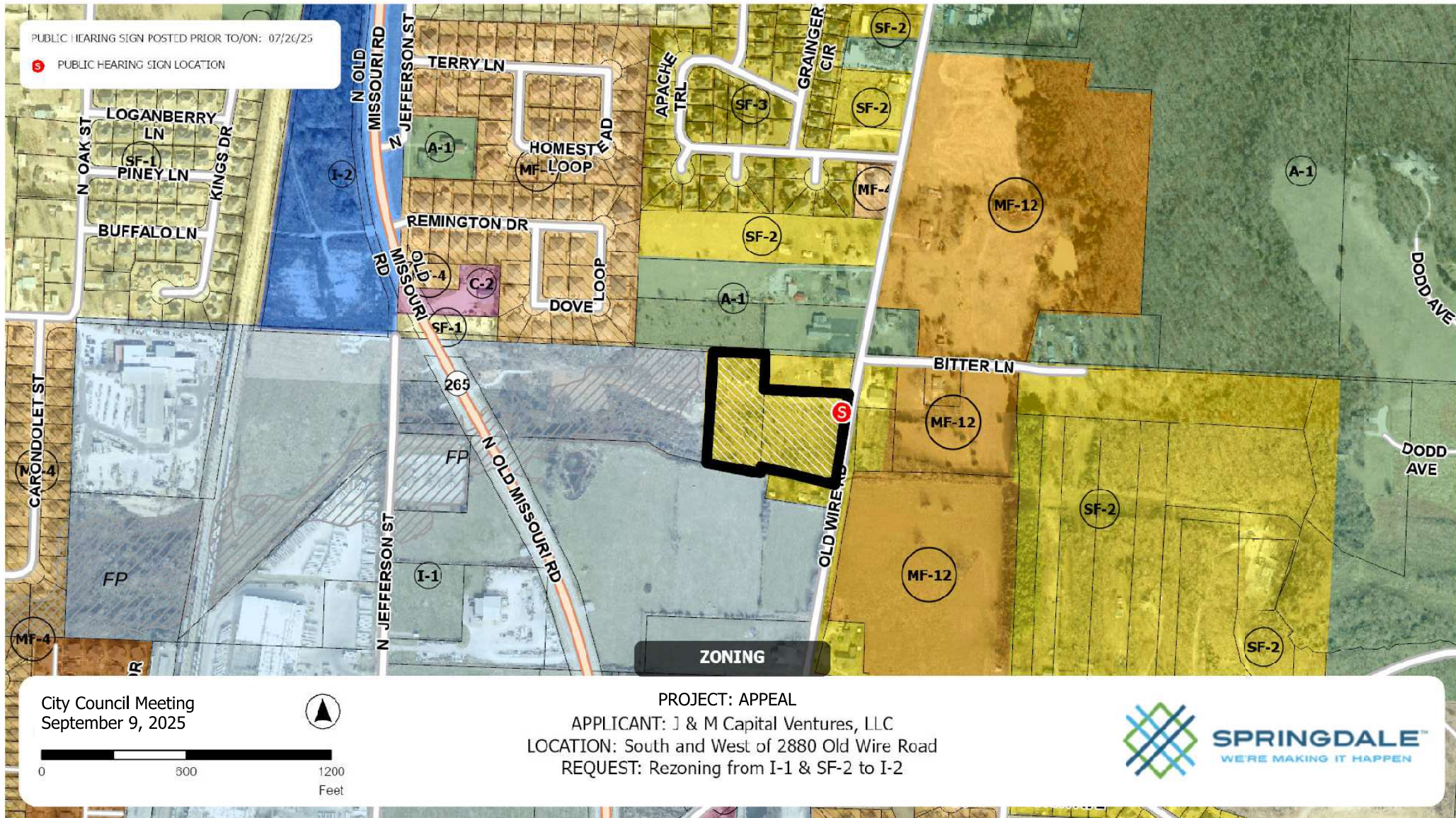
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/20/25



PUBLIC HEARING SIGN LOCATION



City Council Meeting
September 9, 2025



0 300 1200
Feet

PROJECT: APPEAL

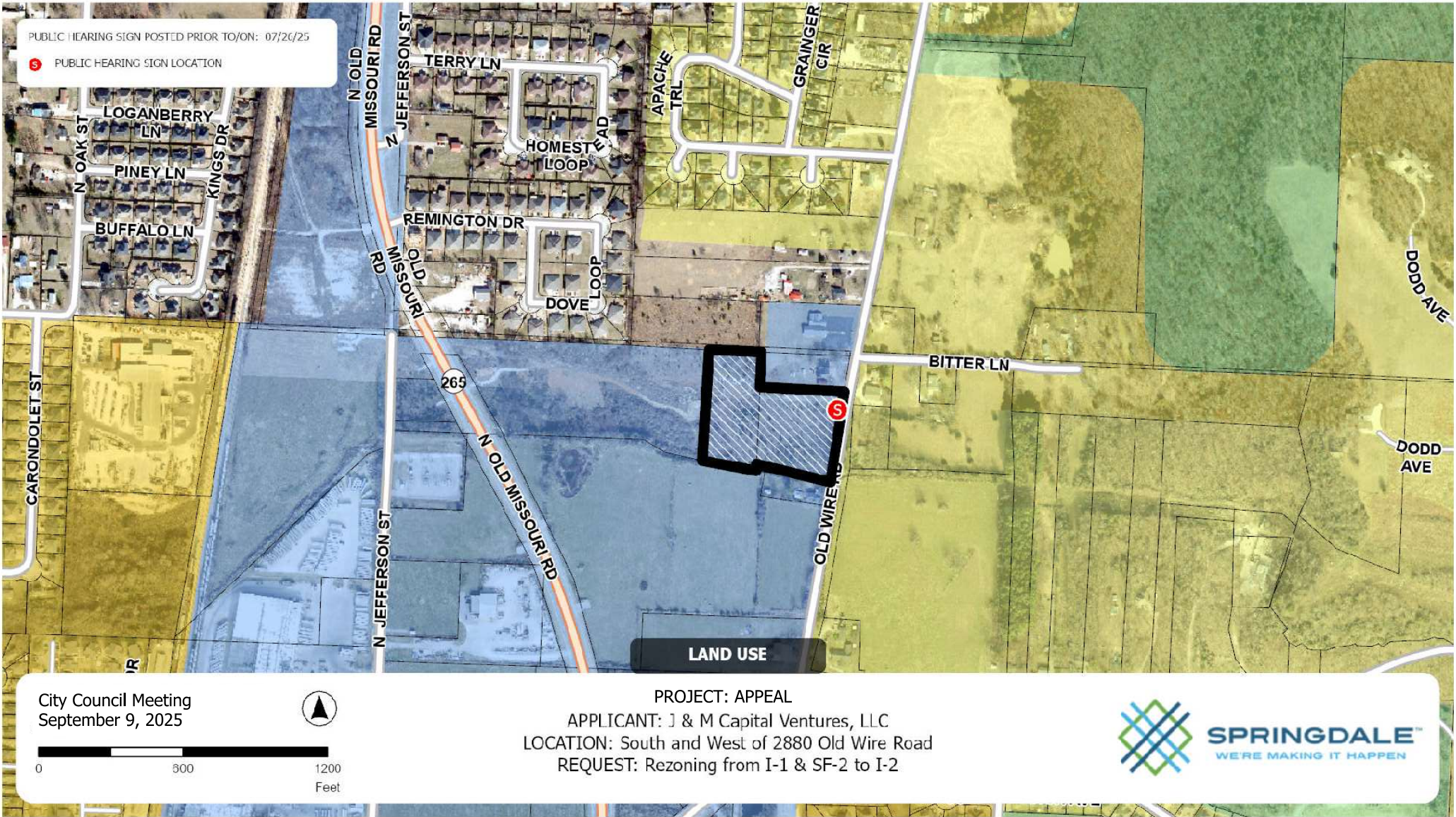
APPLICANT: J & M Capital Ventures, LLC

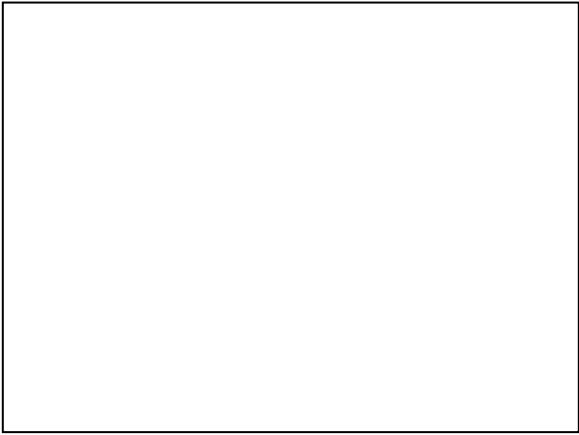
LOCATION: South and West of 2880 Old Wire Road

REQUEST: Rezoning from I-1 & SF-2 to I-2



SPRINGDALE™
WE'RE MAKING IT HAPPEN





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-39) CERTAIN LANDS LOCATED AT 4617 LUVENE AVE FROM AGRICULTURAL DISTRICT (A-1) TO A MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12), AND A 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 August 5, 2025 for hearing the matter of a petition of Brook Randal & Ginger Lea Martin requesting that the following described tract of real estate be rezoned from an Agricultural District (A-1) to a Medium Density Multi-Family Residential District (MF-12), and a Low/Medium Density Multi-Family Residential District. (MF-4).

Layman’s Description: 4617 Luvene Ave

Legal Description:

MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-12) SECTION:

PART OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 89°57'36” EAST 407 FEET FROM THE NORTHWEST CORNER OF SAID 20 ACRE TRACT, THENCE SOUTH 0°25'40” EAST 208 FEET, THENCE NORTH 89°57'36” WEST 199 FEET, THENCE SOUTH 0°25'40” EAST 402 FEET, THENCE SOUTH 89°57'36” EAST 401.42 FEET, THENCE NORTH 0°25'40” WEST 610 FEET,

THENCE NORTH 89°57'36" WEST 202.42 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.67 ACRES, MORE OR LESS.

LOW/MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT. (MF-4) SECTION:

PART OF THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION NINE (9), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 89°57'36" EAST 609.42 FEET FROM THE NORTHWEST CORNER OF SAID 20 ACRE TRACT, THENCE SOUTH 0°25'40" EAST 610 FEET, THENCE NORTH 89°57'36" WEST 401.42 FEET, THENCE SOUTH 0°25'40" EAST 50 FEET, THENCE SOUTH 89°57'36" EAST 451.42 FEET, THENCE NORTH 0°25'40" WEST 660.00 FEET, THENCE NORTH 89°57'36" WEST 50 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.22 ACRES, MORE OR LESS.

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 (R25-39) from Agricultural District (A-1) to a Medium Density Multi-Family Residential District (MF-12), and a 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 a Medium Density Multi-Family Residential District (MF-12), and a Low/Medium Density Multi-Family Residential District. (MF-4) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

5 PUBLIC HEARING SIGN LOCATION



City Council Meeting
September 9, 2025

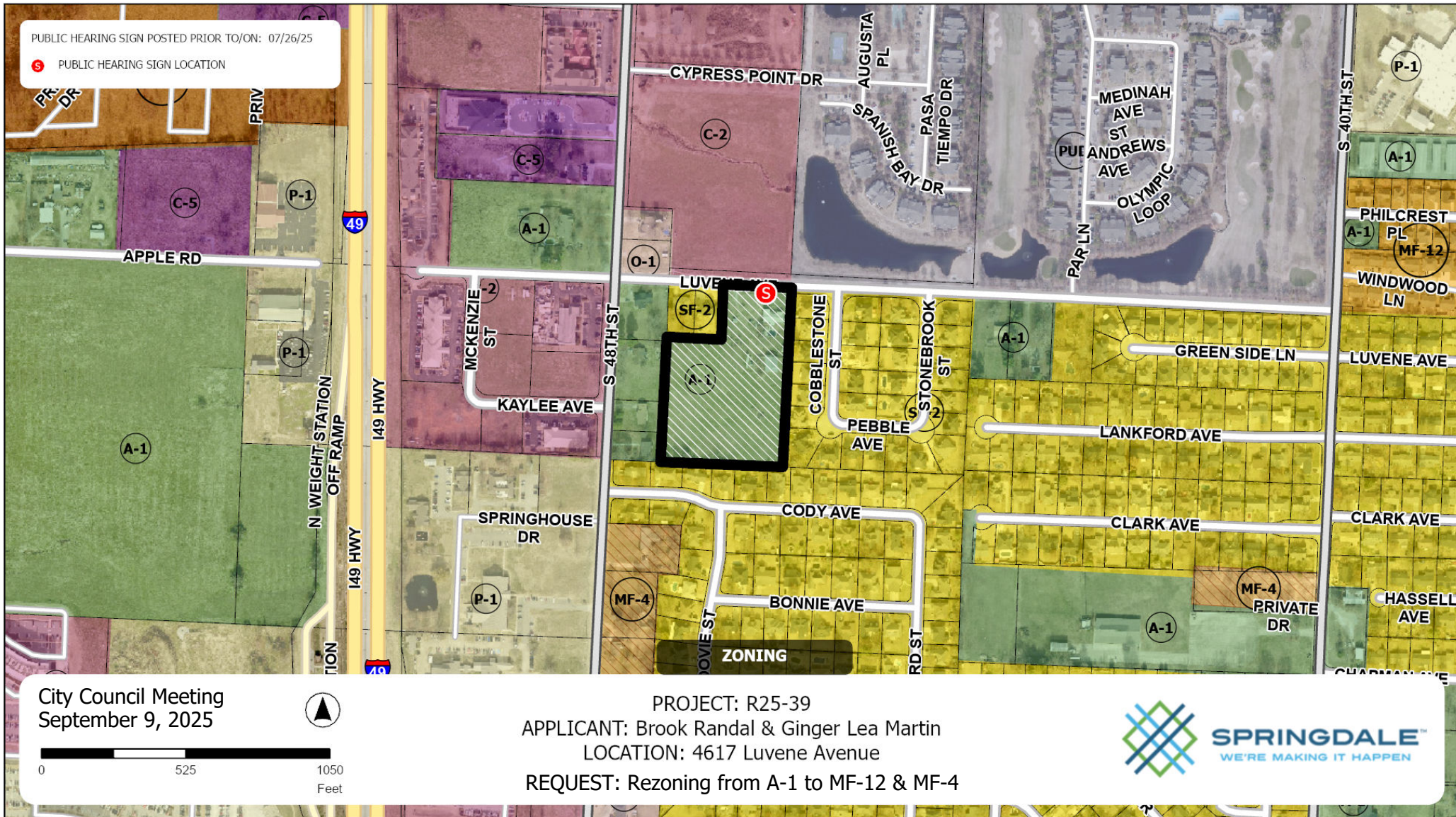


PROJECT: R25-39
APPLICANT: Brook Randal & Ginger Lea Martin
LOCATION: 4617 Luvine Avenue
REQUEST: Rezoning from A-1 to MF-12 & MF-4



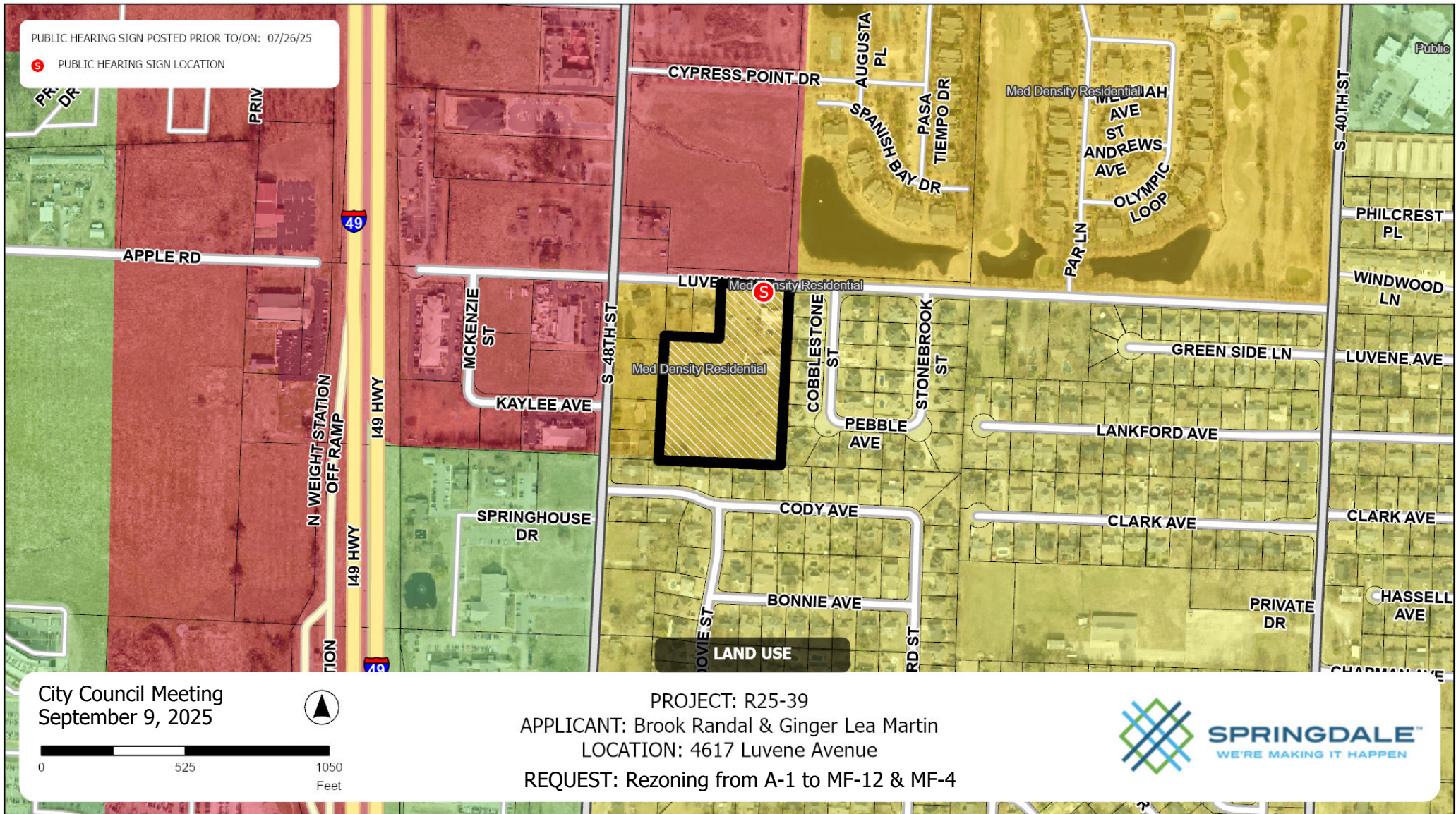
PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

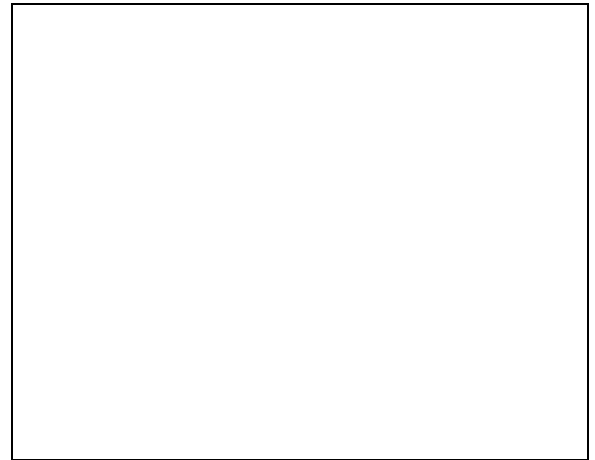
 PUBLIC HEARING SIGN LOCATION



PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 07/26/25

 PUBLIC HEARING SIGN LOCATION





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RE-PLAT OF WESTFIELD SUBDIVISION PH. I (RP25-10) TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

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

LOT 1AA OF WESTFIELD SUBDIVISION, PHASE 1, SPRINGDALE, ARKANSAS, BEING COMPRISED OF LOT 1A AND LOT 1B-a SHOWN ON PLAT RECORD 23-342 IN THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SAID LOT 1A, THENCE S 2°56'30" W 9.58 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING, SAID POINT CALLED THE NW CORNER OF LOT 1AA, THENCE S 87°00'45" E 256.54 FEET ALONG THE MASTER STREET PLAN OF THE SOUTH RIGHT-OF-WAY OF ELM SPRINGS ROAD TO A SET IRON PIN, THENCE S 3°18'58" W 225.52 FEET ALONG THE EAST LINE OF LOT 1B-a TO THE SE CORNER OF SAID LOT 1B-a, THENCE N 86°42'25" W 255.07 FEET ALONG THE SOUTH LINE OF LOT 1B-a AND LOT 1A, TO THE SW CORNER OF LOT 1A, THENCE N 2°56'30" E 224.15 FEET ALONG THE WEST LINE OF SAID LOT 1A TO THE POINT OF BEGINNING, CONTAINING 1.32 ACRES AND SUBJECT TO ANY RESTRICTIONS OR EASEMENTS OF RECORD OR FACT.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the re-plat as presented by petitioner and has approved the dedication of streets, rights-of-way, and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said replat of Westfield Subdivision Ph. I (RP25-10) to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the replat of Westfield Subdivision Ph. I (RP25-

10), to the City of Springdale, Arkansas, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Benton County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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

PASSED AND APPROVED this _____ day of _____, 2025.

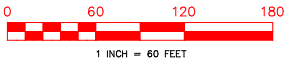
Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney



Legend:

- Found Iron Pin
 - Set Iron Pin
 - Fence
 - Power Pole
 - E Overhead Electric
 - G Gas Line
 - Gas Meter
 - SS Sewer Mahole
 - S Sanitary Sewer
 - W Waterline
 - ⊙ Water Meter
 - ⊙ Fire Hydrant
 - U.E. Utility Easement
 - SD Storm Drain
- C-2 SETBACKS
FRONT - 30'
BACK - 20'
SIDE - 0'

Line Legend:

- Utility Easement
- Utility Easement
- S- Sewer Line
- W- Water Line
- Boundary

SURVEY DESCRIPTION - LOT 1A (PARCEL 815-36041-000)

PART OF THE SE/4 OF THE NW/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SE/4 OF THE NW/4, THENCE S 2°56'30" W 40.42 FEET TO THE POINT OF BEGINNING, THENCE S 86°40'47" E 119.71 FEET, THENCE S 2°57'51" W 233.68 FEET, THENCE N 86°42'25" W 119.87 FEET, THENCE N 2°56'30" W 233.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.64 ACRES.

SURVEY DESCRIPTION - LOT 1B-a (PARCEL 815-36041-001)

PART OF THE SE/4 OF THE NW/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID SE/4 OF THE NW/4, THENCE S 2°56'30" W 40.42 FEET, THENCE S 86°40'47" E 119.71 FEET TO THE POINT OF BEGINNING, THENCE S 2°57'51" W 233.68 FEET, THENCE S 86°42'25" E 135.20 FEET, THENCE N 3°18'58" E 233.61 FEET, THENCE N 86°40'47" W 136.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.73 ACRES.

SURVEY DESCRIPTION - LOT 1AA (PARCEL 815-36041-000 & 815-36041-001)

LOT 1AA OF WESTFIELD SUBDIVISION, PHASE 1, SPRINGDALE, ARKANSAS, BEING COMPRISED OF LOT 1A AND LOT 1B-a SHOWN ON PLAT RECORD 23-342 IN THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID LOT 1A, THENCE S 2°56'30" W 9.58 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING, SAID POINT CALLED THE NW CORNER OF LOT 1AA, THENCE S 8°70'45" E 256.54 FEET ALONG THE MASTER STREET PLAN OF THE SOUTH RIGHT-OF-WAY OF ELM SPRINGS ROAD TO A SET IRON PIN, THENCE S 3°18'58" W 225.52 FEET ALONG THE EAST LINE OF LOT 1B-a TO THE SE CORNER OF SAID LOT 1B-a, THENCE N 86°42'25" W 255.07 FEET ALONG THE SOUTH LINE OF LOT 1B-a AND LOT 1A, TO THE SW CORNER OF LOT 1A, THENCE N 2°56'30" E 224.15 FEET ALONG THE WEST LINE OF SAID LOT 1A TO THE POINT OF BEGINNING, CONTAINING 1.32 ACRES AND SUBJECT TO ANY RESTRICTIONS OR EASEMENTS OF RECORD OR FACT.

BASIS OF BEARINGS: ARKANSAS-NORTH STATE PLANE GRID

History:

- a. Westfield Subdivision, Phase 1; 023A-00000077 (created lot 1)
- b. Westfield Subdivision, Phase 1; 023A-00000142 (created Lot 1A, 1B, 1C)
- c. Westfield Subdivision, Phase 1; Replat Lot 1B; 0023-00000342 (1B-a)

CERTIFICATION OF TRANSMITTAL, OWNERSHIP AND ORDINANCE

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

CERTIFICATE OF ACCEPTANCE

I am the owner of the hereon described property and hereby agree to this land division as shown and also dedicate all rights of way and easements and setbacks shown to effect this property and also agree that approval of this plat does not guarantee septic system approval from the state health department.

Signature _____
GONZALEZ FAMILY TRUST

STATE OF ARKANSAS
COUNTY OF WASHINGTON

Subscribed and sworn to before me this _____ DAY OF _____, 2025.

Notary Public _____

CERTIFICATE OF ACCEPTANCE

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

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

THIS REPLAT COMPLIES WITH THE MASTER STREET PLAN OF THE CITY OF SPRINGDALE RESULTING IN WIDENING OF THE RIGHT OF WAY OF ELM SPRINGS ROAD. RIGHT OF WAY ADDITION IS DESCRIBED AS FOLLOWS AND BY THIS PLAT IS HEREBY DEDICATED TO THE CITY OF SPRINGDALE, ARKANSAS.

RIGHT OF WAY OF ELM SPRINGS ROAD

DEDICATED TO THE CITY OF SPRINGDALE, ARKANSAS

PART OF LOT 1A AND PART OF LOT 1B-a OF THE REPLAT OF LOT 1B OF THE REPLAT OF LOT 1 OF WESTFIELD SUBDIVISION SHOWN ON PLAT RECORD 0023-00342, COMMENCING AT THE NW CORNER OF SAID LOT 1A, THENCE S 2°56'30" W 9.58 FEET, THENCE S 8°70'45" E 256.54 FEET, THENCE N 3°18'58" E 8.09 FEET, THENCE N 86°40'47" W 256.60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES.

40 FOOT UTILITY EASEMENT SOUTH SIDE OF ELM SPRINGS ROAD

DEDICATED TO THE CITY OF SPRINGDALE

PART OF LOT 1A AND PART OF LOT 1B-a OF THE REPLAT OF LOT 1B OF THE REPLAT OF LOT 1 OF WESTFIELD SUBDIVISION SHOWN ON PLAT RECORD 0023-00342, COMMENCING AT THE NW CORNER OF SAID LOT 1A, THENCE S 2°56'30" W 9.58 FEET TO THE POINT OF BEGINNING, THENCE S 8°70'45" E 256.54 FEET, THENCE N 3°18'58" W 40.00 FEET, THENCE N 8°70'45" W 256.28 FEET, THENCE N 2°56'30" E 40.00 FEET TO THE POINT OF BEGINNING.

20 FOOT UTILITY EASEMENT DEDICATED TO THE CITY OF SPRINGDALE

WEST SIDE OF THE PROPERTY

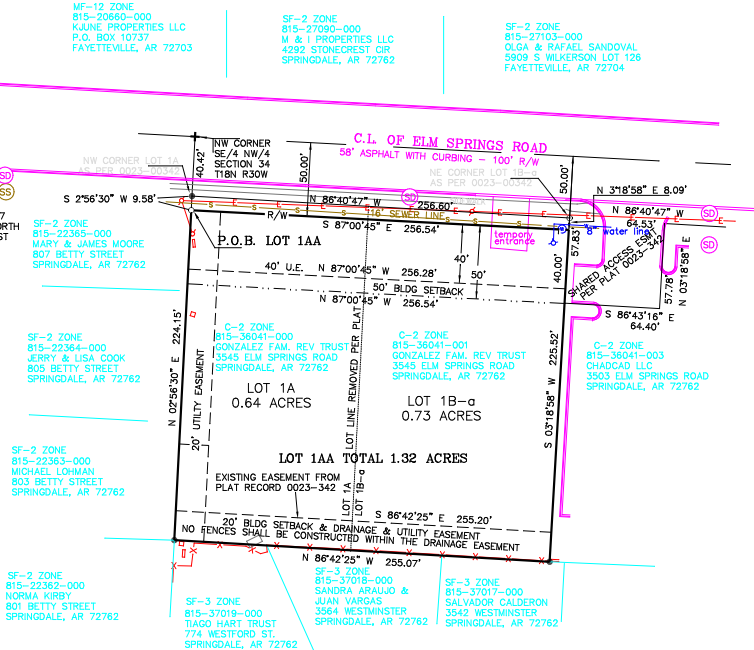
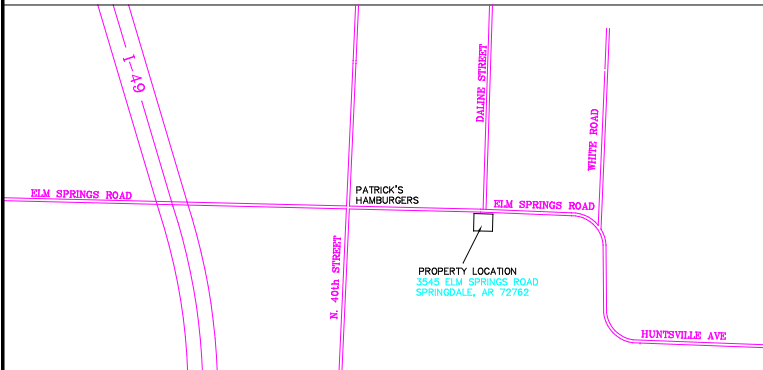
PART OF LOT 1A OF THE REPLAT OF LOT 1B OF THE REPLAT OF LOT 1 OF WESTFIELD SUBDIVISION SHOWN ON PLAT RECORD 0023-00342, COMMENCING AT THE NW CORNER OF SAID LOT 1A, THENCE S 2°56'30" W 9.58 FEET TO THE POINT OF BEGINNING, THENCE S 8°70'45" E 256.54 FEET, THENCE N 3°18'58" W 224.15 FEET, THENCE S 86°42'25" E 20.00 FEET, THENCE N 2°56'30" E 224.26 FEET, THENCE N 8°70'45" E 20.00 FEET TO THE POINT OF BEGINNING.

20 FOOT UTILITY EASEMENT DEDICATED TO THE CITY OF SPRINGDALE

SOUTH SIDE OF THE PROPERTY

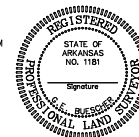
PART OF LOT 1A AND PART OF LOT 1B-a OF THE REPLAT OF LOT 1B OF THE REPLAT OF LOT 1 OF WESTFIELD SUBDIVISION SHOWN ON PLAT RECORD 0023-00342, COMMENCING AT THE NW CORNER OF SAID LOT 1A, THENCE S 2°56'30" W 213.73 FEET TO THE POINT OF BEGINNING, THENCE S 86°42'25" E 255.20 FEET, THENCE S 3°18'58" W 20.00 FEET, THENCE N 86°42'25" W 255.07 FEET, THENCE N 2°56'30" E 20.00 FEET TO THE POINT OF BEGINNING.

VICINITY MAP



THIS PROPERTY IS NOT IN THE 100 YEAR FLOOD ZONE ACCORDING TO F.E.M.A. MAP 05143C0080G, DATED JANUARY 25, 2024.

THIS SURVEY WAS COMPLETED AUGUST 21, 2025 AND IS FOR THE SOLE USE OF THE PARTY STATED HEREON. AND BY MY STAMP IT IS MY CERTIFICATE OF ACCURACY AND STATEMENT THAT THIS SURVEY MEETS THE MINIMUM STANDARDS OF THE STATE OF ARKANSAS.



500-18N-30W-0-34-420-72-1181

RP25-10 LOT 1AA (GONZALEZ FAMILY TRUST)
REPLAT OF LOT 1A AND LOT 1B-a OF THE REPLAT OF
OF LOT 1B OF THE REPLAT OF LOT 1,
WESTFIELD SUBDIVISION, PHASE 1
SPRINGDALE, ARKANSAS

SURVEY 1, LLC

2620 Melody Lane, Springdale, Arkansas 72762
TEL 479-750-1608 EMAIL gene.survey1@att.net
Gene E. Buescher R.L.S. #1181

W.O. 25101 | DRAWN BY: **Page 23** | DATE: AUG. 21, 2025



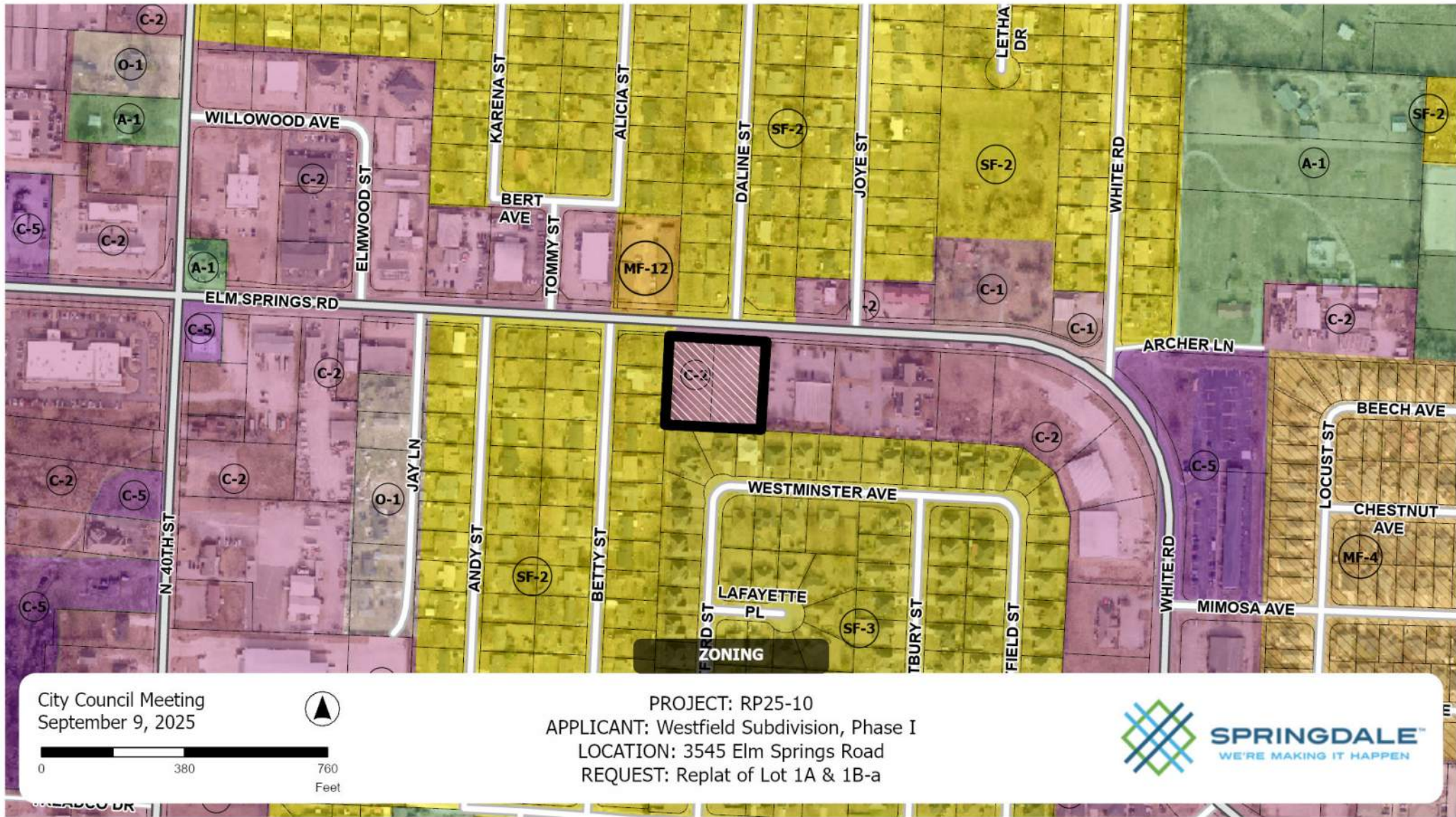
City Council Meeting
September 9, 2025



0 380 760
Feet

PROJECT: RP25-10
APPLICANT: Westfield Subdivision, Phase I
LOCATION: 3545 Elm Springs Road
REQUEST: Replat of Lot 1A & 1B-a





RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE FOR
RAYMOND WASHINGTON JR., RAY DUBBZ SOUL FOOD
& MORE (C25-10) AT 4407 S. THOMPSON STREET 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 September 2, 2025, on a request by Raymond Washington Jr., Ray Dubbz Soul Food & More (C25-10) 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 eight (8) yes and zero (0) nays recommends that a Conditional Use be granted to Raymond Washington Jr., Ray Dubbz Soul Food & More (C25-10) , 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 with the following conditions:

10. May not operate between the hours of 10:00 p.m. and 7:00 a.m.
11. No obstruction of parking spaces required for the operation of any other use on the site.
12. Maintain on the site a minimum of three parking spaces designated for their use.
13. If a health certificate is required, display the health certificate in a manner visible to customers.
14. No obstruction of pedestrian or motor vehicle traffic flow.
15. No obstruction of traffic signals or regulatory signs.
16. No vending upon a public way.
17. 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.
18. 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 B. Cate, City Attorney

PUBLIC HEARING SIGN POSTED PRIOR TO/ON: 08/23/25

 PUBLIC HEARING SIGN LOCATION

SHADY GROVE RD

FAIRWAY CIR

PRIVATE DR

JUNIPER CIR

AZALEA CIR

GARDEN CENTER DR

W SHADY GROVE RD

SHADY GROVE RD

S THOMPSON ST

ZONING

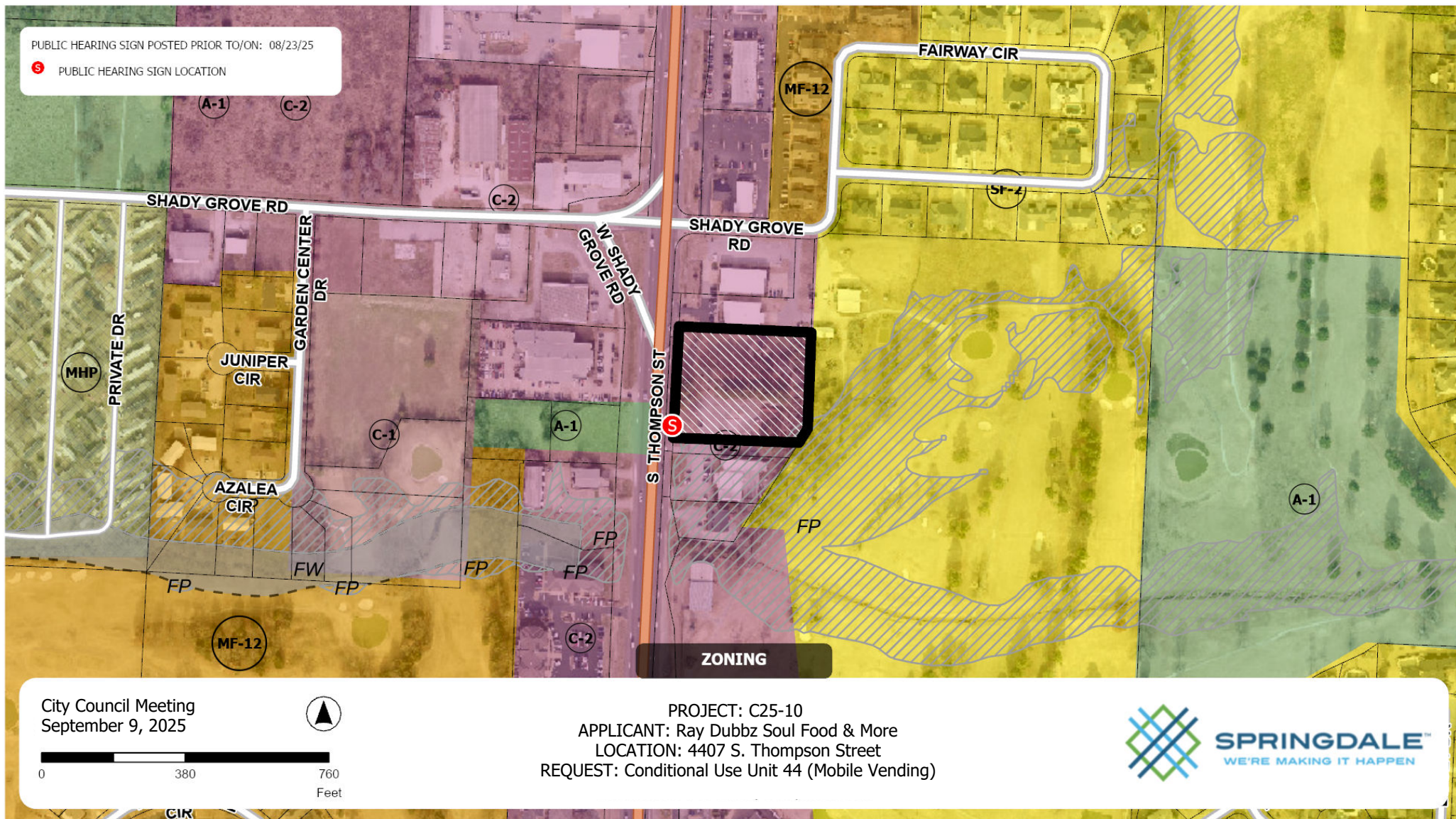
City Council Meeting
September 9, 2025



0 380 760
Feet

PROJECT: C25-10
APPLICANT: Ray Dubbz Soul Food & More
LOCATION: 4407 S. Thompson Street
REQUEST: Conditional Use Unit 44 (Mobile Vending)





RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
THELMA GRIGG IS DEFENDANT (PROJECT NO.
23BPS2, TRACT 10).**

WHEREAS, the City of Springdale has filed a lawsuit against Thelma Grigg to condemn property for the Don Tyson Parkway (Hwy 112 to 56th Street) Road Improvement Project, (Project No. 23BPS2, formerly CP1518, Tract 10);

WHEREAS, the City of Springdale deposited the sum of \$56,800.00 into the Registry of the Court as estimated just compensation for the taking of the property needed for the project;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$83,800.00 to acquire the lands needed for the project, said amount being based on an appraisal conducted on behalf of the property owner;

WHEREAS, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$27,000.00 to acquire the property needed from the property owner, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Thelma Grigg condemnation lawsuit for the total sum of \$83,800.00, with the additional \$27,000.00 to be paid from the 2023 Street Bond 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



1 inch = 158 feet

Created By actDataScout on 4/13/2022 9:34:09 AM via DataScout OneMap

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

APPRAISAL REPORT

ON

THE THELMA I. GRIGG PROPERTY
(1.00± ACRE/43,560± SQUARE FEET);
LOCATED AT 6161 DEARING ROAD,
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY.

ARDOT JOB 040717 – F.A.P STPU-9399(23)
TRACT: 10

FOR

ARKANSAS DEPARTMENT OF TRANSPORTATION
PO BOX 2261, LITTLE ROCK, AR 72203

AND

CITY OF SPRINGDALE
SPRINGDALE, AR

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
SPRINGDALE, ARKANSAS 72703

FILE NO. 6582-10

AS OF

JULY 20, 2022

"E"

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

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

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

September 13, 2022

Ben Peters
Director of Engineering
City of Springdale
201 Spring Street
Springdale, AR 72764

RE: Tract 10 – The Thelma I. Grigg Property (1.00± Acre/43,560± Square Feet); Located At 6161 Dearing Road, Springdale, Arkansas; Washington County.

Dear Mr. Peters:

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

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

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

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 14,206± square feet (SF), or .33± acre (AC) in right-of-way acquisition (ROW), 2,394± SF, or .05± AC in permanent utility easement (PUE), and 598± SF, or .01± AC in temporary construction easement (TCE) as of July 20, 2022, and, the market value of the Remainder Property after the acquisition of 14,206± square feet (SF), or .33± acre (AC) in ROW, 2,394± SF, or .05± AC in PUE, and 598± SF, or .01± AC in TCE is in place, also as of July 20, 2022.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of July 20, 2022, was as follows:

Whole Property	=	\$165,500
Remainder Property	=	<u>\$109,200</u>
Subtotal	=	\$ 56,300
Plus: Temporary Construction Easement	=	<u>\$ 500</u>
Damage To Market Value - - -	=	\$ 56,800

The preceding values reflect terms equivalent to cash to the owners and represent those for real property only.

The following Extraordinary Assumptions are utilized in this report:

1. Subject land sizes, Whole Property and Remainder Property, is approximately as indicated;
2. The area of acquisitions are approximately as indicated;
3. The City of Springdale, at their expense, will put the land area and fencing located within the permanent utility easement, and temporary construction easement areas back to as near original condition as possible;
4. The City of Springdale will reattach the fencing along the new property line;
5. The City of Springdale will hook the subject property to public sewer at the City of Springdale's expense;
6. Subject will have adequate ingress/egress to/from Dearing Road;
7. Subject and adjacent properties are in compliance with all applicable EPA regulations.

If any, or all, of these Extraordinary Assumptions prove to be untrue, one or both of the preceding value estimates could be influenced.

The reader is referred to additional Assumption and Limiting Conditions presented in the Addenda Section of this report.

A Hypothetical Condition of this appraisal is that the Don Tyson Parkway Extension project is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Don Tyson Parkway Extension project was not complete and in place as of July 20, 2022. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

The appraiser is invoking the Jurisdictional Exception Rule in this appraisal. The Uniform Standards of Professional Appraisal Practice requires, under Standards Rule 1-2 (c) (iv), "When reasonable exposure time is a component of the definition for the value opinion being developed, the appraisers must also develop an opinion of reasonable exposure time linked to that value opinion." However, the Uniform Appraisal Standards For Federal Land Acquisitions, under Section 1.2.4, states "Appraisers should not link opinions of value under these Standards to a specific opinion of exposure time, unlike appraisal assignments for other purposes under USPAP Standards Rule 1-2 (c)."

USPAP states the following under Sections Rule 1-4 (f): “When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.” This appraisal is prepared in conformity to the provisions of the “Uniform Act” and its implementing regulation 49 CFR Part 24. The 49 CFR Part 24 regulation requires appraisers to disregard any decrease or increase in the market value of the property that has been caused directly by the project in the “Before Acquisition Value” appraisal. This is considered a Jurisdictional Exception. In addition, General Benefits as a result of the project have not been considered in the valuation of the Remainder Property based on 49 CFR Part 24. Considering USPAP Standards Rule 1-4 (f), this is also considered a Jurisdictional Exception.

Sincerely,



Shannon Reed Mueller, CG2302
REED & ASSOCIATES, INC.



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 6161 Dearing Road, Springdale, AR
Client: City of Springdale
Fee Owner: Thelma I. Grigg
Mailing Address: 6161 Dearing Road; Springdale, Arkansas 72762-0848
Area Of The Whole: 1.00± AC, or 43,560± SF Permanent Utility Easement .05± AC, or 2,394± SF

Area Of .67± AC, or 29,354± SF
 Remainder:
 Area Of .33± AC, or 14,206± SF Temporary Construction Easement: .01± AC or 598± SF

HIGHEST AND BEST USE:

Whole Property-As Vacant-Low Density Mixed-Use/Single-Family Residential Development
 As Improved-Continued Residential Use
 Remainder Property-As Vacant-Low Density Mixed-Use/Single-Family Residential Development
 As Improved-Continued Residential Use

ACQUISITION COMPENSATION:

Before			
Land: 43,560± SF	\$	165,500	
Improvements: Not Applicable	\$	0	
Total:		\$	165,500
After			
Land: 29,354± SF	\$	109,200	
Improvements: Not Applicable	\$	0	
Total		\$	109,200
FAIR MARKET VALUE OF ACQUISITION		\$	56,300
Plus: TCE		\$	500
Total Compensation as of: July 20, 2022		\$	56,800

ALLOCATION OF COMPENSATION

Land: 14,206± SF @ \$3.80/SF (RND)	\$	54,000
Permanent Easement: 2,394± SF @ \$3.80 x 25% (RND)	\$	2,300
Temporary Construction Easement: 598± SF	\$	500
Improvements: Not Applicable	\$	
Damages: Not Applicable	\$	
Cost to Cure Items: Not Applicable	\$	
Total Compensation:	\$	56,800

Appraisal Report

Tract 10 Before and After Taking
Don Tyson Parkway Extension Project
6161 Dearing Road
Springdale, AR



Retrospective Effective Date

September 11, 2023

Prepared By

James R. Williams, AR CG #3949
STRINGFELLOW & ASSOCIATES
PO Box 668
Farmington, Arkansas 72730
(479) 267-6007 OR FAX (479) 267-6599

Stringfellow & Associates

PO Box 668; 72 W. Main
Farmington, Arkansas 72730-0668
Ph. 479.267.6007; Fax 479.267.6599

»Poultry, General Agricultural, Commercial, Multi-family, Light Industrial
Court required Appraisals, and Estate Appraisals – real property«

Appraisers:

Steven A. White, CG
James R. Williams, CG
Greg Jeffry, CG

July 29, 2025

Mr. Stephen Lisle; Attorney
Lisle/Rutledge Law Firm
1458 Plaza Place
Springdale, AR 72764

Re: City of Springdale vs Thelma I. Grigg; parcel # 815-30840-900 containing 1.0± Acre before the taking and a remainder of 0.67± acres after along with Permanent Utility Easement.

Mr. Lisle;

I have completed an appraisal of the property referenced above. As requested, I have identified Market Value in “AS IS” condition of parcel #815-30840-900 of the City of Springdale Don Tyson Parkway Road Improvement Project, before and after the taking, with an effective date of September 11, 2023. I have relied on the project surveys, data, warranty deeds, legal descriptions, and Assessor’s Data to identify the acreage for the subject property as 1.0± acres before the taking and 0.67± acres after the taking. These are the acreages used in the analysis. There is a utility easement of 0.05± acres granted in addition to the taking. There is a copy of the Assessor’s Data, surveys, and request agreement in the report.

A physical observation of the property and a conversation with the owner were completed to help determine the property’s characteristics. The project survey, maps, aerials, and Assessor’s Data were also used and can be viewed under the heading of “Site Data”. These maps and data sheets are to be used as reference only and should not be taken in the place of a survey. A survey was completed by the City of Springdale which I have used to identify the acreages and boundaries of the subject before and after the taking.

The rights appraised and the resulting value identified are consistent with “Fee Interest in the Surface Estate” as described. This estimate of “Market Value” is subject to the Underlying Assumptions and Limiting Conditions enumerated in the report. A physical observation of the property was completed on July 14, 2025. The values identified have an effective date of September 11, 2023; therefore, historical data will be referenced to assist in valuing the properties. Information relative to value was gathered from sources believed reliable, which have been analyzed and presented in this narrative report.

This report is intended solely for the use of the identified user and client. The value identified is subject to “Underlying Assumptions and Limiting Conditions”, and descriptions contained in this report. Any division of property or reallocation of values differing from the conditions described could result in an inaccurate presentation and should not be relied upon.

I further certify I have no interest, present or contemplated, in the property described, and neither my employment nor compensation is contingent on value.

Based on my research and analysis, "Market Value" reflective of a 6 to 12 month exposure time, as of September 11, 2023 is:

**Market Value "Before" 1.0± Acres
Two Hundred Forty Thousand Dollars
\$240,000**

**Market Value "After" 0.67± Acre
One Hundred Forty-five Thousand Dollars
\$145,000**

**Indicated Value of Damage to Subject
Ninety-five Thousand Dollars
\$95,000**

In addition, the assignment is not based on a requested minimum valuation or a specific valuation. The accompanying report is written in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP); particularly Standards Rule #1, and an Appraisal Report according to Standards Rule #2-2(a) of USPAP as well as OCC requirement (OCC regulation 12CFR34). This report is also intended to be in compliance with all appropriate rules and standards promulgated in "FIRREA Title XI".

I trust that you will find this report in order but if you have any questions regarding the appraisal, please do not hesitate to call.

Respectfully Submitted,



James R. Williams,
Stringfellow & Associates
AR CG #3949

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
NEW RECORDING SOFTWARE AND RELATED
EQUIPMENT FOR SPRINGDALE POLICE
DEPARTMENT**

WHEREAS, the Springdale Police Department is requesting to update their current voice recorder system that is used in Dispatch as the current software is outdated and in need of replacement, and

WHEREAS, the total request for the new software and related equipment from NICE Systems, Inc., is \$24,071.00, to be paid for out of the State Forfeiture Restricted Account, and

WHEREAS, due to the nature of this purchase, the Springdale Police Department is requesting to waive competitive bidding as it is a sole-source item under Ark Code Ann. §14-58-303.

**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 new software and related equipment from NICE Systems Inc., for the Springdale Police Department, in an amount of \$24,071.00, to be paid for out of the Restricted State Forfeiture Account.
2. Due to the nature of this purchase, competitive bidding is hereby waived under Ark Code Ann. §14-58-303.

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input type="checkbox"/>
\$0 - \$42,920.00 No Council Approval Needed		<input type="checkbox"/> \$0 - \$4,999
Request to Waive Bidding? BUY BOARD SOLE SOURCE		<input type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: <i>Donk Wright</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



CITY of SPRINGDALE

POLICE DEPARTMENT

DISPATCH DIVISION

July 15th, 2025

Request for 1 Nice Recorder Replacement

This proposal outlines the need for upgrading the current recorder system to a more advanced version. The last time that we upgraded the software and hardware was back in 2018 version 9 of the software. Version 10 is available now for the software and the hardware is now 7 years old. Voice Products usually recommends upgrading the hardware every 5 years. The software portion of the upgrade is at no additional cost under our maintenance agreement with software upgrade assurance. Our costs would be the hardware portion.

Version 10 is currently the most recent release. NICE is in the beta phase of version 11, which is expected to be available around late 2025 or early 2026. Once it's released, we'll be able to upgrade you to version 11 at no additional cost under your Software Upgrade Assurance. Version 11 is supposed to have a new look to everything and they also are going to be releasing Inform AI transcription and Automated QA around that time as well as added features.

The new hardware we would purchase for the version 10 upgrade will be fully compatible with version 11, so when the time comes, Voice Products will update the software to 11 at no cost and we will have the most up to date hardware already.

In conclusion, upgrading the recorder system is a necessary investment to ensure operational efficiency, data security, and future-readiness. With modern capabilities and improved performance, the proposed system will support the organization's goals and evolving needs.

Request:

1 New Version 10 Voice Recorder for Telephony

Cost: \$24,071.00

(attached is the quote)

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 751-4542

DISPATCH DIVISION

CITY of SPRINGDALE

POLICE DEPARTMENT

DISPATCH DIVISION

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 751-4542

DISPATCH DIVISION

VoiceProducts

Proposal #Q-48810 Prepared on 10/6/2023 for:

Springdale Police Department

201 W. Spring St., Springdale, AR 72764



Presented to:

Contact Name: Teresa Hudson
Phone: 479-751-4542
Email: thudson@springdalear.gov

Submitted by:
Eric Peters
Regional Sales Manager
Phone: 800-466-1152
E-mail: epeters@voiceproducts.com

Record. Replay. Resolve.

NICE

Premier
Partner



VoiceProducts



We want to thank you for the opportunity to submit this proposal. We've identified ways Voice Products Inc. can help your organization meet your unique requirements based on our discussions. This proposal outlines our recommendation for an offering tailored to your needs and summarizes the initial estimated investment.

We look forward to receiving your feedback on this proposal. We appreciate the opportunity to work with the Springdale Police Department's team to ensure the project's long-term success.

For any questions or other information, please feel free to contact me. Thank you for your time and consideration of this proposal.

Sincerely,

Eric

Voice Products Inc.



HGACBuy



Contract Holder



Texas Department of Information Resources

Proposed Solution

We based the following offering on the Springdale Police Department's stated requirements and the Voice Products Inc. team's experience with projects of a similar size and scope.

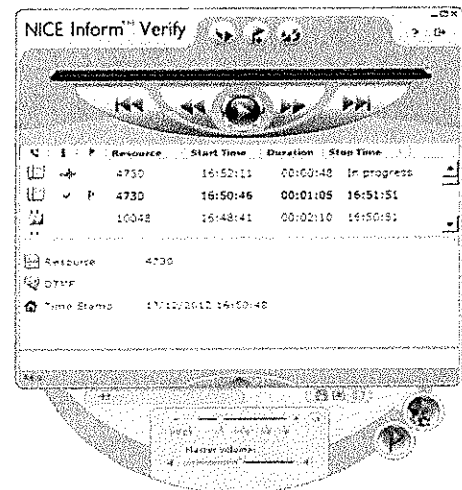
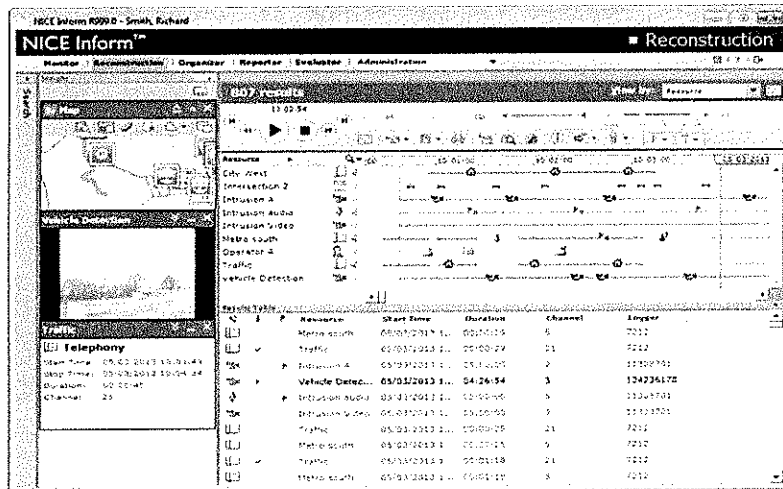
NICE Inform Recording Professional Package

NICE Inform Recording is the Next Generation Emergency Center Solution that enables organizations to generate accurate event reconstructions, ensuring the right information is in the right place, at the right time to handle investigative inquiries.

System Solution Summary

Key capabilities of the **NICE Inform Recording** package include:

- 38 Audio Recording Licenses = 38 for Analog devices. Vesta Consoles may be recorded via SIP if the connections are available.
- 10 Add-On Replay Resources = for replay from a Motorola P25 IP Radio Logger.
- User Administration Software = User, Group, and permission settings.
- System Status Software = Recorder Status, Media Management, Channel Overview, Monitor, Alarms & Audit Trail.
- ANI/ALI Tagging Software = associates ANI/ALI information from the 911 system to recordings.
- Legacy Playback of audio from the existing NICE System.
- Audit Trail = Track who did what, when, and from where.
- Reconstruction = Long-Term Search-and-Replay Software provides simultaneous multi-channel playback.
- Audio Redaction = This Allows users to "whiteout" any part of the saved audio that you cannot release due to privacy regulations without altering the original recording.
- Verify = Instant recall of recent audio interactions.
- Monitor = Listen in on active Interactions.
- Evidence and Compliance Pack = Audio, Text, and Multi-Media Data Aggregation and management of Incident Storage and Secure Access Management module. Enables secure distribution of audio, related material, and player software on Password-Secured removable media.
- Reporter = Calls per resource for a given period, channel utilization per hour, etc.





Implementation and Services

This offering includes turnkey project management: Professional implementation, a complete training package, and ongoing support.

Implementation

The implementation approach will include technical needs identification, coordination of pre-install activities, confirmation of services, site preparation, installation, testing, and go-live. Once the order is accepted, the actual implementation project scope and dates are determined and confirmed.

Investment Proposal

NICE Inform Recording Next Generation Emergency Center Solution for Springdale Police Department

System Hardware/Software Pricing			
NICE Inform Recording System Upgrade	NIR-SYS-UPG	1	\$54,688.00
Total System Hardware/Software:			\$54,688.00
Services Pricing			
Voice Products Inc. Installation Services: Includes Project Management	VP-INST-NIR	1	\$10,000.00
Voice Products Inc. Training Services	VP-TRN-NIR	1	\$000.00
Total Services:			\$10,000.00
SUA and GMA Pricing			
One-time Software Assurance fee: One version upgrade during the first year if available.	PS-MAINT-NICE-IND-STD	1	\$120.00
Total Non-Recurring Charges:			\$120.00
System Price:			\$64,808.00
Less Trade-In and Maintenance Customer Discount:			\$40,737.00
Total Cost of Ownership:			\$24,071.00
Quote valid if a purchase order is received by 9/30/2025			

Payment terms:

- Order placed with receipt of 50% down and signed Purchase & Services Agreement.
- Final payment will be due on the earlier of the first day of the calendar month following the Project Kick-Off Date or the first day of the calendar month passage of Ninety (90) Days from the execution of the Purchase & Services Agreement.

Voice Products Inc. Support Program

Voice Products Inc. is committed to providing customers with outstanding service and support and therefore offers three levels of support to best suit your organization's needs:

Silver Support

- This option is our Remote Only Support package that Includes coverage from Monday through Friday, 8 AM to 5 PM local time, and excludes holidays.

Gold Support

- This option is our Standard Support package that Includes coverage from Monday through Friday, 8 AM to 5 PM local time, and excludes holidays.

Platinum Support

- This option is our Extended Support package that Includes coverage for 24 hours per day every day of the year.

Voice Products Inc. recommends the standard "Gold" support maintenance package for Springdale Police Department.

General Maintenance Agreement (GMA) Software & Hardware	Gold On-site, (M-F, 8-5) Includes: NICE Software Upgrade Assurance
Year Two (2)	\$9,844.00
<i>Multiple years may be purchased in advance at the above price.</i>	

NICE System Training

The NICE Recording with Inform system training may be conducted at the Customer site or via Remote Session (depending on customer requirements) for ten (10) students, providing instruction with the agency's data. The following courses are part of the total purchase price:

Springdale Police Department's Training Package will include:

Course Description
System Overview
Understanding and Navigating the Browser-Based Interface
For Supervisors and Administrators - How to Perform User Management and Designate Permissions
How To Search and Replay Interactions with the NICE Inform Reconstruction Software
How To Replay Recent Interactions with the NICE Inform Verify Software
How To Monitor In-Progress Interactions with the NICE Inform Monitor Module
How to Manage Incidents with the NICE Inform Organizer Module
How to Produce Distributions with the NICE Inform Media Player Distribution Kit
How to Generate Data with the NICE Inform Reports Package

Additional Information

Pricing

- This proposal has been prepared and provided by Voice Products Inc. to Springdale Police Department for budgetary purposes only. The information contained in this proposal is subject to change due to factors that include, but are not limited to, the number of products or services desired to be purchased by Springdale Police Department.
- Springdale Police Department's purchase from Voice Products Inc. of products and services is subject to (a) the parties entering into and executing Voice Products Inc. Purchase and Services Agreement and (b) Springdale Police Department issuing a purchase order to Voice Products Inc. for the products and services desired to be purchased by Customer
- The software pricing information contained in this proposal is firm for 90 days from the date of this proposal.
- The pricing contained in this exhibit is valid for this order only. Additional features and services are available at an additional cost. Don't hesitate to contact your Voice Products Inc. sales representative for more details or a quotation.
- Prices outlined in this proposal are exclusive of, and the customer will be responsible for, any excise, sales, import and use taxes, and like charges imposed concerning the products licensed or services provided by Voice Products. All prices are quoted in U.S. Dollars.
- The total cost of the Services is exclusive of travel and out-of-pocket expenses incurred by Voice Products Inc. in connection with its performance of the Services ("Expenses"). Voice Products Inc. shall invoice the Customer for Expenses monthly in arrears. Any Expenses incurred by Voice Products Inc. shall conform to Voice Products' Expense Reimbursement Policy and are invoiced at cost without markup.
- "Ground Shipping" charges for software and hardware are included. "Expedited Shipping" at the customer's request may incur additional charges.

Integration

- The customer is responsible for hardware, software, interfaces, and other related fees associated with enabling an integration or other servers or systems for communication with the NICE solution such as PBX, ACD, ANI/ALI, Text, and so forth.
- Licenses do not include connectors or reports for the contact router, ANI/ALI, ACD or PBX systems, etc. The customer should contact the respective vendor for information related to those fees. Integrations with certain vendors may also require additional costs.
- For integrations that NICE Systems does not currently support, the customer may be requested to initiate discussions between the Voice Products Inc. Professional Services team and the respective vendor. Please note that additional charges may occur.

Purchase and Services Agreement (Required)

Bill To:	
Company:	
Attention:	
Telephone:	
Fax:	
Address:	
City:	
State:	Zip:
Date:	PO#:

Ship To:	
Company:	
Attention:	
Telephone:	
Address:	
City:	
State:	Zip:

Order Approved By: (Customer, Print Name)	Title:	Sales Subtotal	\$
Order Approved By: (Customer, Signature)	Date:	Sales Tax	
Trade-in Approved by: (Initial for approval):	Tax Exempt #	Shipping & Handling	
Please Include Maintenance after Warranty Period: (Initial for approval):		Misc.	
Order Accepted By: (VPI Representative)	Title:	Date:	Sales Total \$

THIS ORDER IS PLACED IN ACCORDANCE WITH THE FOLLOWING TERMS: The Salesperson does not have the authority to accept this order. It must be signed by an officer of Voice Products, Inc. The title is and shall remain in Seller's name until the entire purchase price is paid. Seller shall maintain a purchase money security interest in all the collateral described in this document and Seller shall also have a security interest in all equipment, fixtures, and accounts receivable of Buyer to secure the payment of the sum hereunder. In the event of any default in payment by Buyer, Buyer agrees to pay all costs of collection including, but not limited to, reasonable attorney's fees and all court costs. This Agreement is non-assignable and the property hereunder, until paid for, non-transferable. Seller reserves the right to re-enter the premises of Buyer at any time and repossess any equipment that has not been paid for in full per the agreement of the parties. All sales are final, all sales are unconditional, and Seller offers no return policy. The parties agree that this sales order includes the entire agreement of the parties and neither party is relying on verbal statements by the other in any respect. There is a 20% restocking fee for items returned after the warranty period.

ALL ACCOUNTS ARE DUE AND PAYABLE IN FULL UPON RECEIPT OF YOUR INVOICE. ANY AMOUNT NOT PAID WITHIN 30 DAYS SHALL BE SUBJECT TO A DELINQUENCY CHARGE OF 1.5% PER MONTH UNTIL PAID IN FULL.



April 10, 2024

To: Whom it may concern

Re: Voice Products Inc., NICE Public Safety Dealer

Dear Customer,

Thank you for your consideration of NICE Systems Inc., Voice Products Inc., and our NICE audio recording solutions.

Please be advised that Voice Products is the only NICE contracted Public Safety Dealer Premier Business Partner for the following geographic territories.

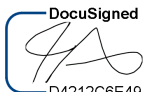
- Texas, Louisiana, Arkansas, Kansas, Missouri, Oklahoma, Iowa, Nebraska, Utah, Idaho, Nevada, Colorado, Wyoming, Montana, North Dakota, South Dakota, California, Minnesota, Arizona and New Mexico

Voice Products has NICE factory trained personnel and resources for sales, sales engineering, and implementation as well as for ongoing system support services.

Voice Products has consistently been a top performing sales and support services public safety dealer Business Partner since 1992.

Voice Products is in the prestigious NICE public safety "Premier Partner" group.

Sincerely,

DocuSigned by:
A stylized, handwritten signature in black ink, appearing to read "JR", enclosed within a blue rectangular border.

D4212C6E49AB4B1...

April 10, 2024

John Rennie
NICE Systems Inc.
General Manager, Public Safety
Public Safety Division - United States and Canada
+1 2012897782
John.Rennie@nice.com
www.nice.com

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF
NEW RADIOS FOR SPRINGDALE POLICE
DEPARTMENT AND TO WAIVE COMPETITIVE
BIDDING**

WHEREAS, the Springdale Police Department does not currently have enough portable radios for all staff, and

WHEREAS, the department is requesting to increase inventory of portable radios to outfit existing personnel, and

WHEREAS, the total request for 11 new, portable radios from Motorola Solutions is \$71,322.64, to be paid for out of the Restricted State Forfeiture Account, and

WHEREAS, due to the nature of this purchase, the Springdale Police Department is requesting to waive competitive bidding as it is a sole-source item under Ark Code Ann. §14-58-303.

**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 new, portable radios for the Springdale Police Department, in an amount of \$71,322.64, to be paid for out of the Restricted State Forfeiture Account.
2. Due to the nature of this purchase, competitive bidding is hereby waived under Ark Code Ann. §14-58-303.

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED:

Ernest B. Cate, CITY ATTORNEY



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES <input type="checkbox"/>		NO <input type="checkbox"/>
\$0 - \$42,920.00 No Council Approval Needed		<input type="checkbox"/> \$0 - \$4,999
Request to Waive Bidding? BUY BOARD SOLE SOURCE		<input type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: <i>Donk Wright</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

Billing Address:
SPRINGDALE POLICE DEPT, CITY
OF
201 N SPG ST
SPRINGDALE, AR 72764
US

Shipping Address:
SPRINGDALE POLICE DEPT, CITY
OF
201 N SPG ST
SPRINGDALE, AR 72764
US

Quote Date:07/28/2025
Expiration Date:09/26/2025
Quote Created By:
Jason Powers
Account Executive
jason.powers@
motorolasolutions.com
(870)490-1967

End Customer:
SPRINGDALE POLICE DEPT, CITY OF
Mike Bell
mbell@springdalear.gov
(479)841-7726

Contract: 19860 - NASPO 00318
AGREEMENT: STATE OF ARKANSAS

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	11	\$7,370.42	\$5,129.33	\$56,422.63
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	11			
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	11			
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	11			
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	11			
1e	QA00580AC	ADD: TDMA OPERATION	11			
1f	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	11			
1g	QA03399AA	ADD: ENHANCED DATA APX	11			
1h	H38BT	ADD: SMARTZONE OPERATION	11			
1i	QA09113AB	ADD: BASELINE RELEASE SW	11			
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	11			
2	PMNN4485A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP68 2550T	11	\$185.49	\$135.41	\$1,489.51



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	LSV00Q00202A	DEVICE PROGRAMMING	11	\$90.00	\$90.00	\$990.00
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	11	\$199.56	\$145.68	\$1,602.48
5	HLN6875A	PORTABLE CARRY SOLUTION, 3 INCH BELT CLIP	11	\$15.02	\$10.96	\$120.56
6	PMMN4135B	PORTABLE RSM XVP850, IP68, WITH KNOB	11	\$543.13	\$396.48	\$4,361.28

Subtotal \$64,986.46

Estimated Tax \$6,336.18

Grand Total **\$71,322.64(USD)**

Notes:



Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____.

5. Purchase Order Requirements (Customer check one only)

☐ Purchase Order is issued and attached.

☐ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote, attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT FROM ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION'S
PROJECT SAFE NEIGHBORHOODS PROGRAM, AMENDING
THE 2025 BUDGET OF THE CITY OF SPRINGDALE, &
APPROPRIATING FUNDS FOR THE SPRINGDALE POLICE
DEPARTMENT**

WHEREAS, the Springdale Police Department was awarded a grant from the Arkansas Department of Finance and Administration's *Project Safe Neighborhoods Program*, in the amount of \$32,925.00, and

WHEREAS, the Springdale Police Department is in need of a new K-9 Unit, totaling out to be \$45,051.00, to be paid for out of Drug Seizure Funds and the Restricted State Forfeiture Account, and

WHEREAS, it is beneficial for the general public and our law enforcement officers to train and utilize a new K-9 Unit for the department, and

WHEREAS, the Springdale Police Department is requesting to amend their 2025 Budget to account for these funds.

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

Section 1. The City of Springdale hereby accepts the grant from the Arkansas Department of Finance and Administration's *Project Safe Neighborhoods Program*, in an amount of \$32,925.00.

Section 2. The 2025 Budget of the City of Springdale Police Department is hereby amended as follows:

			Present		Amended
<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Police Dept.	101-0501-421.80-36	Drug Seizure Funds	\$0	\$32,925.00	\$32,925.00

Section 3: The City of Springdale appropriates \$45,051.00 for the purchase of a new K-9 Unit, to be paid for out of the Police Department Drug Seizure Funds and the Restricted State Forfeiture Account.

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department:		Date:
Point of Contact:	Amount Requested: \$	
Date to be Presented to Committee: ____/____/20____		
Brief Description of Funding Request:		
Funding Source: (General Fund, Special Fund, etc.)		
IS IT BUDGETED?		
YES <input type="checkbox"/>	NO <input type="checkbox"/>	
\$0 - \$42,920.00 No Council Approval Needed	<input type="checkbox"/> \$0 - \$4,999	
Request to Waive Bidding? BUY BOARD SOLE SOURCE	<input type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes	
Signature: <i>Donk Wright</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	

INVOICE

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

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



Bill to
Springdale PD
201 Spring St. Springdale AR 72764

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

Invoice details

Invoice no.: 279
Terms: Net 30
Invoice date: 08/07/2025
Due date: 09/06/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		K9-5 Basic 4 week handler school	Basic 4 Week Handler School	1	\$5,000.00	\$5,000.00

Total \$5,000.00

Ways to pay



View and pay

RESOLUTION NO.

**A RESOLUTION AMENDING THE 2025
BUDGET OF THE CITY OF SPRINGDALE AND
AUTHORIZING THE PURCHASE OF NEW
POOL FLOATS FOR THE
SPRINGDALE AQUATIC CENTER**

WHEREAS, the City of Springdale Parks and Recreation Department is requesting to purchase new floats for the Springdale Aquatic Center 2026 season, and

WHEREAS, there is a need for water features, including new interactive floats, and

WHEREAS, the Springdale Parks and Recreation Department is requesting to amend the 2025 Budget of the City of Springdale for the purchase of new interactive floats for the Springdale Aquatic Center 2026 season, in the amount of \$19,941.58, and

WHEREAS, the floats are to be purchased off the State Buy Board, pursuant to Ark Code Ann. §14-58-303.

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

1. The 2025 Budget of the City of Springdale Parks and Recreation Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Amended Budget</u>
Parks and Recreation – Aquatic Center	101-0305-459.80-30	Equipment/Furniture	\$0	\$19,941.58	\$19,941.58

2. The Mayor authorizes the Springdale Parks and Recreation Department to purchase new interactive floats for the Springdale Aquatic Center 2026 season, in the amount of \$19,941.58.

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Parks and Recreation		Date: 08/25/2025
Point of Contact: Chad Wolf	Amount Requested: \$ 121,327.32	
Date to be Presented to Committee: 09 / 01 / 2025		
Brief Description of Funding Request: 4 - Aquatic floatables for Aquatic Center - Buy Board 2 - Mowers 1 for Shaw Park new ball fields 1 for Tyson Park to replace one with 2200 hrs - Buy Board 1 - Trailer to haul skid steer - 3 quotes		
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund		
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 checked="" type="checkbox"/> BUY BOARD <input type="checkbox"/> SOLE SOURCE		<input checked="" type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: <i>Chad Wolf</i>		<input type="checkbox"/> \$42,921.00 + Requires Bid
Please attach supplemental information		Request to waive bidding? <input checked="" type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



P.O. Box 792110
New Orleans, LA 70179

www.swiftrecllc.com

Phone: 504-342-4961

AR Contractor's License #458380425

Swift Recreation, LLC.

Playgrounds, Shade Structures, & Outdoor Recreation Equipment - Sales & Service

Proposal # 21075-JC

Springdale Parks & Recreation

Attn: Eric Carr

E-mail: ecarr@springdalear.gov

Date: 08/04/2025

Re: Springdale Aquatic Center Floatables

Est. Ship Date	Shipped Via	F.O.B Point	Terms
10 - 12 Weeks ARO	Best Way	Site	Net 10 Days

Name	Description	Unit price	Quantity	Tax	Amount
Soft Play	Lily Pad Floatable 42" X 42" X 12"	\$2,800.00	2	9.75 %	\$5,600.00
Soft Play	Sea Turtle Floatable 42" X 28" X 12" PTW25009	\$5,200.00	1	9.75 %	\$5,200.00
Soft Play	Crab Floatable 42" X 29" X 12"	\$4,800.00	1	9.75 %	\$4,800.00
Freight		\$2,570.00	1	9.75 %	\$2,570.00
	TIPS Master Agreement # 24070201				
	State Contract # 460005483				

This quote is valid for 30 days and is subject to change without notice past this time.

Unless installation is quoted: Equipment is quoted F.O.B, knocked down and will require unloading, assembly, and installation. Swift Rec carries GL, Worker's Comp., Auto, and Umbrella Insurance. If Waiver's of Subrogation, OCP, Builder's Risk or other insurances are required, an additional fee will be charged.

One time subtotal: \$18,170.00

Subtotal excluding tax: \$18,170.00

Total tax: \$1,771.58

Total: \$19,941.58

We are pleased to submit the above quotation for your consideration. Should you place an order, be assured it will receive our prompt attention. Playground equipment requires installation over approved safety surfacing.

By: *Jack Cartwright*, NW Arkansas Sales Rep.

Swift Recreation, LLC.

Accepted By:

Signature:

Name:

Title:

Date:

RESOLUTION NO.

**A RESOLUTION AMENDING THE 2025
BUDGET OF THE CITY OF SPRINGDALE, AND
AUTHORIZING THE PURCHASE OF TWO
NEW MOWERS AND A TRAILER FOR THE
PARKS AND RECREATION DEPARTMENT**

WHEREAS, the City of Springdale Parks and Recreation Department is requesting to purchase two (2) new mowers to be used at Shaw Family Park and Randall Tyson Park, and

WHEREAS, one is to replace an existing mower, the other is to increase their fleet, and

WHEREAS, the Springdale Parks and Recreation Department is requesting to amend the 2025 Budget of the City of Springdale for the purchase of two (2) new mowers from P & K Equipment, Inc., in the amount of \$ 89,371.74, and

WHEREAS, the mowers requested are to be purchased off the State Buy Board, pursuant to Ark Code Ann. §14-58-303, and

WHEREAS, they are also requesting to purchase a new trailer to haul their existing skid steer, and

WHEREAS, three (3) quotes were received, and

WHEREAS, the Springdale Parks and Recreation Department is requesting to amend the 2025 Budget of the City of Springdale for the purchase of a new trailer from Premiere Trailer Sales, LLC., in the amount of \$12, 014.00.

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

1. The 2025 Budget of the City of Springdale Parks and Recreation Department is hereby amended as follows:

			Present	Amended	
<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Budget</u>	<u>Increase</u>	<u>Budget</u>
Parks and Recreation	101-0301-451.54-01	Buildings & Grounds	\$345,000.00	\$ 101,385.74	\$ 446,385.74

2. The Mayor authorizes the Springdale Parks and Recreation Department to purchase two (2) new mowers from P & K Equipment, Inc., in the amount of \$89,371.74, and a new trailer from Premiere Trailer Sales, LLC., in the amount of \$12,014.00, all to be paid for out of the Parks and Recreation Buildings & Grounds account.

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney



DEPARTMENT FUNDING REQUEST

Department: Parks and Recreation		Date: 08/25/2025
Point of Contact: Chad Wolf	Amount Requested: \$ 121,327.32	
Date to be Presented to Committee: 09 / 01 / 2025		
Brief Description of Funding Request: 4 - Aquatic floatables for Aquatic Center - Buy Board 2 - Mowers 1 for Shaw Park new ball fields 1 for Tyson Park to replace one with 2200 hrs - Buy Board 1 - Trailer to haul skid steer - 3 quotes		
Funding Source: (General Fund, Special Fund, etc.) Unrestricted General Fund		
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 checked="" type="checkbox"/> BUY BOARD <input type="checkbox"/> SOLE SOURCE		<input checked="" type="checkbox"/> \$5,000 - \$42,920.00 Requires 3 Quotes
Signature: <i>Chad Wolf</i>		<input type="checkbox"/> \$42,921.00 + Requires Bid
Please attach supplemental information		Request to waive bidding? <input checked="" type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

Quote Summary

Prepared For:

SPRINGDALE PARKS & RECREATION
PO BOX 42
SPRINGDALE, AR 72765
Business: 479-283-0071
CWOLF@SPRINGDALEAR.GOV

Delivering Dealer:

P & K Equipment, Inc.
Cole Combs
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
ccombs@pkequipment.com

Thank you - we appreciate your business!

Quote Id: 33084270

Prices listed include all applicable bonuses & rebates.

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Created On: 26 June 2025
Last Modified On: 26 June 2025
Expiration Date: 31 July 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower	\$ 60,790.12 X	1 =	\$ 60,790.12

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: June 25, 2025

Equipment Total	\$ 60,790.12
------------------------	---------------------

Trade In Total	\$ 0.00
-----------------------	----------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 60,790.12
Trade In	
SubTotal	\$ 60,790.12
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 60,790.12
Down Payment	(0.00)

Salesperson: X _____

Accepted By: X _____

Confidential

Page 71



JOHN DEERE



Selling Equipment

Quote Id: 33084270

Customer Name: SPRINGDALE PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower

Contract: Sourcewell Grounds Maint
112624-DAC (PG NB CG
70)

Price Effective Date: June 25, 2025

Selling Price *
\$ 60,790.12

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
143JTC	7400A TerrainCut Trim and Surrounds Mower	1	\$ 79,080.00	24.00	\$ 18,979.20	\$ 60,100.80	\$ 60,100.80
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9764	Canopy Kit	1	\$ 907.00	24.00	\$ 217.68	\$ 689.32	\$ 689.32
Standard Options Total			\$ 907.00		\$ 217.68	\$ 689.32	\$ 689.32
Value Added Services Total							
			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 79,987.00		\$ 19,196.88	\$ 60,790.12	\$ 60,790.12

Quote Id: 33084270

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

Prepared For:

SPRINGDALE PARKS & RECREATION

Proposal For:

Delivering Dealer:

Cole Combs

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

405-743-4050
stillwater@pkequipment.com

Quote Prepared By:

Cole Combs
ccombs@pkequipment.com

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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405-743-4050
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Quote Summary**Prepared For:**

SPRINGDALE PARKS & RECREATION
PO BOX 42
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Business: 479-283-0071
CWOLF@SPRINGDALEAR.GOV

Delivering Dealer:

P & K Equipment, Inc.
Cole Combs
604 Eastgate Street
Stillwater, OK 74074
Phone: 405-743-4050
ccombs@pkequipment.com

Thank you - we appreciate your business!

Quote Id: 33084270

Prices listed include all applicable bonuses & rebates.

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Created On: 26 June 2025
Last Modified On: 26 June 2025
Expiration Date: 31 July 2025

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)	\$ 23,646.69 X	1 =	\$ 23,646.69

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: June 25, 2025

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	\$ 4,934.93 X	1 =	\$ 4,934.93
---	---------------	-----	-------------

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: June 25, 2025

Equipment Total	\$ 28,581.62
------------------------	---------------------

Trade In Total	\$ 0.00
-----------------------	----------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 28,581.62
-----------------	--------------

Salesperson: X _____

Accepted By: X _____ **Page 74**

Confidential



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

Trade In	
SubTotal	\$ 28,581.62
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 28,581.62
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 28,581.62

Salesperson: X _____

Accepted By: X _____ **Page 75**

Confidential

Selling Equipment

Quote Id: 33084270

Customer Name: SPRINGDALE PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)

Contract: Sourcewell Grounds Maint
112624-DAC (PG NB CG
70)

Price Effective Date: June 25, 2025

Selling Price *
\$ 23,646.69

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
240BTC	1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 24,724.00	23.00	\$ 5,686.52	\$ 19,037.48	\$ 19,037.48
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ M Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 3,417.00	23.00	\$ 785.91	\$ 2,631.09	\$ 2,631.09
2011	Comfort Adjust Suspension Seat with Armrests	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 3,417.00		\$ 785.91	\$ 2,631.09	\$ 2,631.09
Dealer Attachments/Non-Contract/Open Market							
TCB10013	Dual Wheel Conversion Kit For 23 by 8.50-12 in. Drive Tires	1	\$ 407.67	23.00	\$ 93.76	\$ 313.91	\$ 313.91
BTC10784	Two Wheels with 23 x 10.50-12 in. 4PR Turf Drive Tires	1	\$ 539.29	23.00	\$ 124.04	\$ 415.25	\$ 415.25
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	2	\$ 80.26	23.00	\$ 18.46	\$ 123.60	\$ 123.60
TCB10303	Rear Weight Mounting Kit	1	\$ 162.81	23.00	\$ 37.45	\$ 125.36	\$ 125.36
11111	CANOPY	1	\$ 1,000.00	0.00	\$ 0.00	\$ 1,000.00	\$ 1,000.00
Dealer Attachments Total			\$ 2,270.29		\$ 292.17	\$ 1,978.12	\$ 1,978.12
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 30,411.29		\$ 6,764.60	\$ 23,646.69	\$ 23,646.69

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck



JOHN DEERE



Selling Equipment

Quote Id: 33084270

Customer Name: SPRINGDALE PARKS & RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

Contract: Sourcewell Grounds Maint
112624-DAC (PG NB CG
70)

Price Effective Date: June 25, 2025

Selling Price *
\$ 4,934.93

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034NTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 6,409.00	23.00	\$ 1,474.07	\$ 4,934.93	\$ 4,934.93
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 6,409.00		\$ 1,474.07	\$ 4,934.93	\$ 4,934.93

Quote Id: 33084270

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074
405-743-4050
stillwater@pkequipment.com

Prepared For:

SPRINGDALE PARKS & RECREATION

Proposal For:

Delivering Dealer:
Cole Combs

P & K Equipment, Inc.
604 Eastgate Street
Stillwater, OK 74074

405-743-4050
stillwater@pkequipment.com

Quote Prepared By:

Cole Combs
ccombs@pkequipment.com

Date: 26 June 2025

Offer Expires: 31 July 2025



BILL OF SALE

Premier Trailer Sales, LLC

3090 S. School Avenue

Fayetteville, AR, USA, 72701

P: (479) 263-4428

E: premiertrailersales@gmail.com

SOLD TO

Springdale Parks and Recreation
AR, USA

P (479) 283-0071
E: cgibson@springdalear.gov

INVOICE# TBD

August 05, 2025

Order: CO-0003396

Sold by: Brock Jolly

UNIT PURCHASED

VIN/SN: 46UBT2220S1296538

NEW - 2025 Diamond C Trailer, HTL 208 Package 22' (16'+6')x82" - Baseline

296538

OMI

[Color exterior: Onyx Black]

Axles - 2 - 8,000 lb Super Lube Axle

GVWR - 16,000 lbs

Electric Brakes, 6-Leaf Slipper Springs, Bumper Pull, 8"x10lb I-Beam, Hydraulic Dampening Cylinder w/Valve Control, 6' Stationary

Deck at Front, DM Difference Maker Coating System, 2" Treated Lumber Floor, 3" I-Beam on 16" Centers, 2-5/16" 21K Demco

EZ-Latch Adj Channel Coupler, 12K Drop-Leg Jack, Chain Tray in Tongue, 14 ga Straight Diamond Plate Fenders, Step Latch Steps,

All LED Lights, 2"x3/8" Rub Rail w/Stake Pockets, 4 - 5/8" D-Rings, Sealed Wiring Harness, 235/80R16 14 Ply Tires w/Matching

Spare, Wheel Color Black, Spare Mount

Unit Pricing

Base Unit

\$12,550.00

\$12,550.00

Installed Options

A-05288-000 - Baseline tool Box Assembly

1 @ \$365.00

\$365.00

Black

LAB - Labor

2 @ \$165.00

\$330.00

\$695.00

Products & Fees

DOC - Doc Fee

\$129.00

DISC - Sales Discount

(\$1,360.00)

(\$1,231.00)

TOTALS

Units

\$12,550.00

Installed Options

\$695.00

Products & Fees

(\$1,231.00)

Sub-Total

\$12,014.00

Total

\$12,014.00

Balance Due

\$12,014.00

Terms: Net 15. Payment is due within 15 days of the invoice date unless otherwise agreed in writing. A late fee of 1.5% per month (18% annually) will be applied to all past-due balances after a 5-day grace period. Failure to remit payment may result in account suspension and referral to collections. Customer agrees to pay all reasonable costs of collection, including attorney's fees, if necessary. By accepting goods or services, you agree to these terms.

Buyer : _____

Seller : _____

[REDACTED]

99130

DATE:

08/07/2025

PHONE: 903-783-3900

FAX: 903-783-3904

SHIP TO:
BEAVER LAKE DISTRIBUTION
14960 HWY 62 EAST
GARFIELD AR 72732
UNITED STATES OF AMERICA

P. 479-451-2020
F.

PO Number:

Sales Person: Bob Renfro

Part Number/ Description	Discount	Price
1 TH8322082 83" X 22' Tilt-N-Go Tandem Axle		
Axle Options: 2 - 8000Lb Dexter Tors Axles(LEVEL)(2 Elec Brakes)(OIL BATH)		13673.00
Tire Upgrades: ST215/75 R17.5 LRH 16 Ply. (Singles)(BLACKS WHEELS)		0.00
Couplers: Coupler 2-5/16" Adjustable (6 HOLE)(21 K)(DEMCO)		0.00
Floor/Stationary Decks: Gravity 16' Deck 6' Stationary Deck		0.00
Fenders: Diamond Plate Fenders (weld-on)		0.00
Cross Members: 16" Cross-Members		0.00
Jacks: Jack Spring Loaded Drop Leg 1-10K		0.00
Lights: Lights LED (w/Cold Weather Harness)		0.00
D-Rings: 6 - D-Rings 4" Weld On		0.00
Front Toolbox: Tool Tray		0.00
Spare Tire Mount (universal): Spare Tire Mount (HD)		0.00
Colors: Black (w/Prtmer)		0.00
Road Service Program: Road Service Program 833-278-3396 for info.		0.00
		0.00
Trailer Total:		\$13673.00

We appreciate your order. Please take time to check for errors on each unit ordered, payment terms, pricing, ship to location and promotions. If this acknowledgement is not correct in any way, notify your sales representative immediately so we may make any corrections prior to confirmation and processing.

Trailer Total: 0.00
\$13673.00

X	Order Total:	13673.00
----------	---------------------	-----------------

By signing you agree that all information is correct on your order. You also agree that the items will be shipped at the time of completion. If for any reason the load is not shipped 10 business days after completion you also agree the items will be placed into our open inventory and an 15% restocking fee will be placed on your account. Special orders require a non-refundable down payment of up to 100% based upon the level of customization.

Order will not be processed without a signed confirmation. Order will be automatically cancelled if not signed and confirmed by start date. *Rnscounts applied at the time of shipping can be removed if discount program guidelines are not met. See Discount Program Terms and Conditions for full details.

*An quoted pricing is valid for 15 days from issuance of quote. If the actual ship date of the products is not within 30 days of the date on the Sales Order, all prices set forth herein are subject to adjustment by Seller in accordance with its pricing policies in effect at the time of shipment. All prices are subject to change without notice.



Sun City Trailer Sales LLC
United States

Sun City Trailer Sales LLC
16593 E Hwy 412 Springdale 72764
Dealer Number: TD15827
(479) 751-3837

Quotation # S01192

Springdale Parks and Recreation Chris Gibson
1906 Cambridge St
Springdale AR 72762
United States

Quotation Date
08/06/2025

Expiration
09/05/2025

Salesperson
Eric Graham

Description	Quantity	Unit Price	Taxes	Amount
[10775] Horizon ETZ 22' Tilt Trailer 8K (16'+6") VIN/Barcode: 3H7BT222XSR010775 Stock #: 10775 Year: 2025 Manufacturer: Horizon Trailers Model Number: ETZ 22' x 102" BP Color: Cloud Gray Floor Length: 22' Width: 102" GVWR: 17,440 lbs Axle Capacity: 8,000 lbs Location: Springdale, AR	1.00 Units	12,495.0000		\$ 12,495.00
Untaxed Amount				\$ 12,495.00
Total				\$ 12,495.00

Terms & Conditions: <https://www.suncitytrailersales.com/terms>

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT FOR
INTERSECTION IMPROVEMENTS AT BACKUS
AVE AND PLEASANT ST**

WHEREAS, George's Inc. has submitted a parking lot plan to redirect employee traffic onto Pleasant St.;

WHEREAS, the current intersection is a two way stop controlled intersection that will likely result in unacceptable congestion;

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Horner & Shifrin Inc. as the most qualified firm;

WHEREAS, the contract has been submitted for approval with a fee not to exceed \$157,644 for Basic Services 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 Horner & Shifrin Inc. for engineering services related to intersection improvements at Backus Ave and Pleasant St.

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 September, 2025

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City
Attorney

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Springdale** (Owner) and Horner & Shifrin, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Backus Ave./Pleasant St. Roundabout** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as Surveying, Design, Construction Documents, Right of Way Plans, and Utility Relocation Coordination.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and

inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 5. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer 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.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$157,644.00	Hourly not to exceed

C. Rate Changes

1. The Engineer shall be permitted to update billing rates on January 1 and July 1 of each calendar year.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time agreed upon with the Owner.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable

Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer 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.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall

require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the

Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not

undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use

resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 - 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction

Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract

Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Not used.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Not used.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Not Used
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is **September 1st, 2025**.

Owner:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign (Optional).

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Ramin Ashrafzadeh
(typed or printed)

Title: Associate Vice President
(typed or printed)

Attach evidence of authority to sign (Optional).

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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EXHIBIT B—NOT USED
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EXHIBIT I—LIMITATIONS OF LIABILITY
BASIC SERVICES—STANDARD HOURLY RATES
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EXHIBIT A—ENGINEER’S SERVICES

ARTICLE 1—BASIC SERVICES

1.01 See Attachment A for Scope of Services and Exclusions.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance

in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.


4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. preparation of appraisals;
 - d. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - e. detailed quantity surveys of materials, equipment, and labor; and
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
16. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
17. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
18. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
19. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
20. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
21. Preparation of operation, maintenance, and staffing manuals.
22. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
23. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
24. Overtime work requiring higher than regular rates.
25. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
26. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

27. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
28. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Subject:	BACKUS RD/PLEASANT AVE ROUNDABOUT SPRINGDALE, AR			
	Design and Survey Fee Estimate			
By:	STS, RDA	Date: 08/13/25		
H&S No.	250456000	401 S. 18th St., St. Louis MO 63103 (314) 531-4321 Fax: (314) 531-6966		
HOURS and FEE ESTIMATE SUMMARY				
	Hours	Direct Labor	Reimb.	Fee Estimate Total
Project Management	18	\$3,900.00		\$3,900.00
Survey	92	\$14,080.00	\$4,659.00	\$18,739.00
Conceptual Design	250	\$37,457.50		\$37,457.50
Preliminary Design	279	\$41,555.00		\$41,555.00
Final Design	272	\$41,642.50		\$41,642.50
Bidding and Awarding	92	\$14,350.00		\$14,350.00
Totals	1002	\$152,985.00	\$4,659.00	\$157,644.00
TOTAL				\$157,644.00

ATTACHMENT A

SPRINGDALE, AR



SCOPE OF SERVICES & ESTIMATE OF COST

BACKUS RD/PLEASANT AVE ROUNDABOUT
ROADWAY DESIGN

TASK	HOURS				COST
	Principal \$240.00	Proj. Manager \$205.00	Lead Roadway Engr. \$175.00	SR. Roadway Engr. \$120.00	
PROJECT MANAGEMENT					
PROJECT MANAGEMENT	4	6			\$ 2,190.00
PROJECT ADMINISTRATION & INVOICING	2	6			\$ 1,710.00
					\$ 3,900.00
SUBTOTAL (HOURS)	6	12			18
CONCEPTUAL DESIGN PHASE (15% & 30%)					
MEETINGS:					
KICKOFF MEETING		2	2		\$ 760.00
ALTERNATIVES REVIEW MEETING	2	2	2		\$ 1,240.00
SITE VISITS (1)			1	1	\$ 295.00
COORDINATION:					
DESIGN TEAM COORDINATION:					
DESIGN TEAM INTERNAL MEETINGS	1	2	2	2	\$ 1,240.00
BOUNDARY SURVEY AND TOPOGRAPHICAL SURVEY COORDINATION		2	4		\$ 1,110.00
Alternatives Evaluation:					
ALTERNATIVES DEVELOPMENT (2)		2	4	12	\$ 2,550.00
ALTERNATIVES ANALYSIS (2)		2	4	12	\$ 2,550.00
ALTERNATIVES EXHIBITS/PLANS		1	4	8	\$ 1,865.00
QC/QA	1	2	4	4	\$ 1,830.00
CONCEPTUAL ROADWAY DESIGN:					
REVIEW AVAILABLE INFORMATION		1	2	8	\$ 1,515.00
SITE VISITS (2)			2	2	\$ 590.00
AERIAL PHOTO SETUP				2	\$ 240.00
SURVEY TIN REVIEW		0.5	2	4	\$ 932.50
HORIZONTAL ALIGNMENT DESIGN OPTIONS (2)		1	3	6	\$ 1,450.00
VERTICAL ALIGNMENT DESIGN OPTIONS (2)		0.5	2	4	\$ 932.50
INTERSECTION GEOMETRIC DESIGN		2	4	16	\$ 3,030.00
AUTOTURN ANALYSIS		0.5	4	6	\$ 1,522.50
CONCEPTUAL PLAN DRAWINGS:					
TITLE SHEET		1	2	4	\$ 1,035.00
TYPICAL SECTIONS (1 SHEETS)		1	2	4	\$ 1,035.00
PLAN/PROFILE SHEETS - BACKUS AVE (1 SHEETS)		1	2	6	\$ 1,275.00
PLAN/PROFILE SHEETS - PLEASANT AVE (1 SHEETS)		1	2	6	\$ 1,275.00
PLAN/PROFILE SHEETS - ROUNDABOUT (1 SHEETS)		2	4	12	\$ 2,550.00
SUBMITTALS:					
SUBMITTAL TO CITY		1	2	4	\$ 1,035.00
ADDRESS CITY		1	2	6	\$ 1,275.00
QC/QA:					
DESIGN REVIEW	1	4	8		\$ 2,460.00
REVISIONS		1	4	8	\$ 1,865.00
					\$ 37,457.50
SUBTOTAL (HOURS)	5	33.5	74	137	249.5

TASK	HOURS				COST			
	Principal \$240.00	Proj. Manager \$205.00	Lead Roadway Engr. \$175.00	SR. Roadway Engr. \$120.00				
PRELIMINARY DESIGN PHASE (60%)								
MEETINGS:								
MEETINGS WITH CITY	2	2	2				\$	1,240.00
UTILITY MEETING		2	2	2			\$	1,000.00
MEETING MINUTES		1	2				\$	555.00
PRELIMINARY ROADWAY DESIGN:								
SITE VISITS (2)			2	2			\$	590.00
EROSION CONTROL		1	2	4			\$	1,035.00
MAINTENANCE OF TRAFFIC		1	2	4			\$	1,035.00
HYDRAULIC ANALYSIS		0.5	2	4			\$	932.50
ROADWAY CULVERT/DRAINAGE LAYOUT			1	2			\$	415.00
CORRIDOR MODEL		1	8	16			\$	3,525.00
CONSTRUCTION LIMIT DELINEATION		0.5	2	4			\$	932.50
GRADING		2	4	12			\$	2,550.00
SIGNING AND STRIPING		0.5	4	8			\$	1,762.50
RIGHT OF WAY COORDINATION		1	4	8			\$	1,865.00
UTILITY COORDINATION		4	8	16			\$	4,140.00
QUANTITY TAKEOFF/CALCULATIONS		1	4	12			\$	2,345.00
CONSTRUCTION COST ESTIMATE	1	1	4				\$	1,145.00
PRELIMINARY PLAN DRAWINGS:								
TITLE SHEET			1	2			\$	415.00
TYPICAL SECTIONS (1 SHEETS)		1	2	4			\$	1,035.00
GENERAL NOTES AND DETAILS (1 SHEET)		1	1	2			\$	620.00
GEOMETRIC LAYOUT (1 SHEETS)		1	2	8			\$	1,515.00
GRADING SHEETS		1	2	4			\$	1,035.00
EROSION CONTROL DETAILS		0.5	1	4			\$	757.50
MAINTENANCE OF TRAFFIC DETAILS		0.5	1	4			\$	757.50
PLAN/PROFILE SHEETS - BACKUS AVE (1 SHEETS)			1	4			\$	655.00
PLAN/PROFILE SHEETS - PLEASANT AVE (1 SHEETS)			1	4			\$	655.00
PLAN/PROFILE SHEETS - Roundabout (1 SHEETS)			1	8			\$	1,135.00
INTERSECTION SHEET (1 SHEETS)			1	4			\$	655.00
SIGNING AND STRIPING DETAILS			1	4			\$	655.00
SURVEY CONTROL DETAILS			1	2			\$	415.00
SUBMITTALS:								
SUBMITTAL TO CITY		1	1	4			\$	860.00
ADDRESS CITY COMMENTS		0.5	2	4			\$	932.50
QC/QA:								
DESIGN REVIEW	1	8	8				\$	3,280.00
REVISIONS		2	4				\$	1,110.00
							\$	41,555.00
SUBTOTAL (HOURS)	4	35	84	156				279

TASK	HOURS				COST
	Principal \$240.00	Proj. Manager \$205.00	Lead Roadway Engr. \$175.00	SR. Roadway Engr. \$120.00	
FINAL DESIGN (90% & 100%)					
COORDINATION:					
DESIGN TEAM COORDINATION:					
DESIGN TEAM INTERNAL MEETINGS	2	2	2	2	\$ 1,480.00
UTILITY COORDINATION		4	8		\$ 2,220.00
MEETINGS:					
MEETINGS WITH CITY	2	2	2		\$ 1,240.00
UTILITY MEETING		2	2	2	\$ 1,000.00
MEETING MINUTES		1	2		\$ 555.00
FINAL ROADWAY DESIGN:					
SITE VISITS (2)			2	2	\$ 590.00
EROSION CONTROL			1	2	\$ 415.00
MAINTENANCE OF TRAFFIC			1	4	\$ 655.00
CORRIDOR MODEL			1	4	\$ 655.00
CONSTRUCTION LIMIT DELINEATION			1	2	\$ 415.00
GRADING			2	4	\$ 830.00
SIGNING AND STRIPING		1	2	8	\$ 1,515.00
RIGHT OF WAY COORDINATION		1	2	2	\$ 795.00
UTILITY COORDINATION		4	8	16	\$ 4,140.00
UTILITY RELOCATION VERIFICATION		4	8	8	\$ 3,180.00
QUANTITY CALCULATIONS		0.5	4	8	\$ 1,762.50
CONSTRUCTION COST ESTIMATE	1	1	4		\$ 1,145.00
FINAL PLAN DRAWINGS:					
TITLE SHEET			1	2	\$ 415.00
TYPICAL SECTIONS			1	2	\$ 415.00
SUMMARY OF QUANTITIES (1 SHEET)		1	2	4	\$ 1,035.00
QUANTITIES SHEETS		1	2	4	\$ 1,035.00
GENERAL NOTES AND DETAILS (1 SHEET)			1	2	\$ 415.00
GRADING SHEETS			1	2	\$ 415.00
EROSION CONTROL DETAILS			1	2	\$ 415.00
MAINTENANCE OF TRAFFIC DETAILS			1	8	\$ 1,135.00
PLAN/PROFILE SHEETS			1	2	\$ 415.00
INTERSECTION SHEET (1 SHEETS)			1	2	\$ 415.00
SIGNING AND STRIPING DETAILS			1	2	\$ 415.00
SURVEY CONTROL DETAILS			1	2	\$ 415.00
SPECIFICATIONS	0.5	2	4	16	\$ 3,150.00
JOB SPECIAL PROVISIONS	0.5	2	4	8	\$ 2,190.00
SUBMITTALS:					
SUBMITTAL TO CITY		1	2	6	\$ 1,275.00
ADDRESS CITY COMMENTS		1	2	4	\$ 1,035.00
QC/QA:					
DESIGN REVIEW	1	8	8		\$ 3,280.00
REVISIONS			4	4	\$ 1,180.00
					\$ 41,642.50
SUBTOTAL (HOURS)	7	38.5	90	136	271.5

TASK	HOURS				COST			
	Principal	Proj. Manager	Lead Roadway Engr.	SR. Roadway Engr.				
	\$240.00	\$205.00	\$175.00	\$120.00				
BIDDING AND AWARDDING PHASE								
BID DOCUMENTS ASSEMBLED AND ISSUED TO BIDDERS		2	4	4				\$ 1,590.00
BIDDING SUPPORT		4	8	8				\$ 3,180.00
ADDENDA		4	8	16				\$ 4,140.00
BID OPENING AND TABULATION ASSISTANCE	1	4	4	8				\$ 2,720.00
AWARD RECOMMENDATION	1	4	4	8				\$ 2,720.00
								\$ 14,350.00
SUBTOTAL (HOURS)	2	18	28	44				92
TOTAL HOURS	24	137	276	473				910
TOTAL DIRECT COST	\$ 5,760.00	\$ 28,085.00	\$ 48,300.00	\$ 56,760.00				\$ 138,905.00
TOTAL FOR DESIGN								\$ 138,905.00
Notes:								
ROW takings anticipated and ROW plans will be provided at 60% design completion.								
Plats, Legal Descriptions, and Land Acquisition to be provided by others.								
Utility Easement will be needed on south side for utility relocations.								
Utility relocation design to be handled by others.								
Construction Engineering Services not included.								
Geotechnical Services not included.								
PDF's will be submitted for all reviews.								

ATTACHMENT A

SPRINGDALE, AR



SCOPE OF SERVICES & ESTIMATE OF COST

BACKUS RD/PLEASANT AVE ROUNDABOUT
Surveying Services

TASK	HOURS				COST
	Licensed Surveyor	Survey Tech.	Licensed Surveyor	Survey 1-Per Crew	
	\$195.00	\$127.00	\$160.00	\$185.00	
SURVEY					
Utility research		2			\$ 254.00
Deed/plat research		16			\$ 2,032.00
Field horiz. & vert. control				1	\$ 185.00
Recon for prop. corners & plot deeds office		4		2	\$ 878.00
Field topo including marked and apparent utilities				14	\$ 2,590.00
Office resolve ROW		2			\$ 254.00
Process & draft topo (AutoCAD)		8			\$ 1,016.00
Legal Descriptions	1	8			\$ 1,211.00
Staking During Acquisition				6	\$ 1,110.00
PLS/PM	2		4		\$ 1,030.00
Travel			22		\$ 3,520.00
					\$ 14,080.00
SUBTOTAL (HOURS)	3	40	26	23	92
TOTAL HOURS	3	40	26	23	92
TOTAL DIRECT COST	\$ 585.00	\$ 5,080.00	\$ 4,160.00	\$ 4,255.00	\$ 14,080.00
Reimbursables					
Lodging					\$ 360.00
Per Diem					\$ 119.00
MILEAGE (\$0.70/mile)					\$ 980.00
Title Reports (\$400/each)					\$ 3,200.00
SUBTOTAL					\$ 4,659.00
TOTAL FOR SURVEY PHASE					\$ 18,739.00
Notes:					
PDF's will be submitted for all reviews.					
NAD83, NAVD88, Geoid12a, AR					
AutoCAD format					

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT D—NOT USED

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$5,000,000
Annual Aggregate	\$5,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$1,000,000
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee\$	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$1,000,000
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Horner & Shifrin, Inc.	401 S. 18 th St., Ste. 400, St. Louis, MO 6313-2296

- A. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

- B. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- C. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- D. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01 Mutual Indemnification and 1.02 Limitation of Engineer's Liability:

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
 - 1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
 - 2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner

and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$50,000.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.
4. The total compensation for such services is estimated to be **\$157,644.00** based on the following estimated distribution of compensation:

a. Project Management	<u>\$3,900.00</u>
b. Survey	<u>\$18,739.00</u>
c. Conceptual Design Phase	<u>\$37,457.50</u>
d. Preliminary Design Phase	<u>\$41,555.00</u>
e. Final Design Phase	<u>\$41,642.50</u>
f. Bidding and Award Phase	<u>\$14,350.00</u>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Basic Services—Standard Hourly Rates.

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1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES**APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE****Reimbursable Expenses****1-Jan-25****EQUIPMENT**

3D Scanner (Static/Handheld)	\$1,000	Day
Trimble DA2/Catalyst	\$100	Day
ATV/UTV	\$75	Day
Bridge Inspection Small Tools	\$125	Day
Manhole Inspection Camera (Go Pro)	\$25	Day
Manhole Smoker / Oil	\$0.08	Linear Foot
Mobile LiDAR Scanner (MX-9 Rental)	Per Rental Rates +10%	
Traffic Counters	\$61	Each
UAS Drone Photogrammetry	\$500	Day
UAS Drone LiDAR	\$1,000	Day

EXPENSES

Airfare	Actual Cost + 10%
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 1: Reimbursable Expenses Schedule.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE



Hourly Billing Rates by Classification
Effective: 01/01/2025

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP01 ADMINISTRATIVE PROFESSIONAL	\$ 325	GP05 GEOMATICS PROFESSIONAL	\$ 127
AP02 ADMINISTRATIVE PROFESSIONAL	\$ 280	GP06 GEOMATICS PROFESSIONAL	\$ 106
AP03 ADMINISTRATIVE PROFESSIONAL	\$ 240	GT01 GEOMATICS TECHNICAL	\$ 195
AP04 ADMINISTRATIVE PROFESSIONAL	\$ 190	GT02 GEOMATICS TECHNICAL	\$ 160
AP05 ADMINISTRATIVE PROFESSIONAL	\$ 150	GT03 GEOMATICS TECHNICAL	\$ 127
AP06 ADMINISTRATIVE PROFESSIONAL	\$ 135	GT04 GEOMATICS TECHNICAL	\$ 120
AT01 ADMINISTRATIVE TECHNICAL	\$ 130	GT05 GEOMATICS TECHNICAL	\$ 105
AT02 ADMINISTRATIVE TECHNICAL	\$ 125	GT06 GEOMATICS TECHNICAL	\$ 90
AT03 ADMINISTRATIVE TECHNICAL	\$ 120	SP01 STRUCTURAL PROFESSIONAL	\$ 290
AT04 ADMINISTRATIVE TECHNICAL	\$ 115	SP02 STRUCTURAL PROFESSIONAL	\$ 245
AT05 ADMINISTRATIVE TECHNICAL	\$ 105	SP03 STRUCTURAL PROFESSIONAL	\$ 226
AT06 ADMINISTRATIVE TECHNICAL	\$ 85	SP04 STRUCTURAL PROFESSIONAL	\$ 210
BP01 BUILDING SERVICES PROFESSIONAL	\$ 265	SP05 STRUCTURAL PROFESSIONAL	\$ 199
BP02 BUILDING SERVICES PROFESSIONAL	\$ 230	SP06 STRUCTURAL PROFESSIONAL	\$ 180
BP03 BUILDING SERVICES PROFESSIONAL	\$ 212	SP07 STRUCTURAL PROFESSIONAL	\$ 174
BP04 BUILDING SERVICES PROFESSIONAL	\$ 200	SP08 STRUCTURAL PROFESSIONAL	\$ 162
BP05 BUILDING SERVICES PROFESSIONAL	\$ 176	SP09 STRUCTURAL PROFESSIONAL	\$ 154
BP06 BUILDING SERVICES PROFESSIONAL	\$ 158	SP10 STRUCTURAL PROFESSIONAL	\$ 140
BP07 BUILDING SERVICES PROFESSIONAL	\$ 150	SP11 STRUCTURAL PROFESSIONAL	\$ 132
BP08 BUILDING SERVICES PROFESSIONAL	\$ 145	SP12 STRUCTURAL PROFESSIONAL	\$ 122
BP09 BUILDING SERVICES PROFESSIONAL	\$ 135	SP13 STRUCTURAL PROFESSIONAL	\$ 113
BP10 BUILDING SERVICES PROFESSIONAL	\$ 123	SP14 STRUCTURAL PROFESSIONAL	\$ 106
BP11 BUILDING SERVICES PROFESSIONAL	\$ 118	ST01 STRUCTURAL TECHNICAL	\$ 135
BP12 BUILDING SERVICES PROFESSIONAL	\$ 112	ST02 STRUCTURAL TECHNICAL	\$ 125
BP13 BUILDING SERVICES PROFESSIONAL	\$ 105	ST03 STRUCTURAL TECHNICAL	\$ 118
BP14 BUILDING SERVICES PROFESSIONAL	\$ 100	ST04 STRUCTURAL TECHNICAL	\$ 113
BT01 BUILDING SERVICES TECHNICAL	\$ 150	ST05 STRUCTURAL TECHNICAL	\$ 99
BT02 BUILDING SERVICES TECHNICAL	\$ 138	ST06 STRUCTURAL TECHNICAL	\$ 88
BT03 BUILDING SERVICES TECHNICAL	\$ 130	TP01 TRANSPORTATION PROFESSIONAL	\$ 295
BT04 BUILDING SERVICES TECHNICAL	\$ 125	TP02 TRANSPORTATION PROFESSIONAL	\$ 240
BT05 BUILDING SERVICES TECHNICAL	\$ 108	TP03 TRANSPORTATION PROFESSIONAL	\$ 220
BT06 BUILDING SERVICES TECHNICAL	\$ 95	TP04 TRANSPORTATION PROFESSIONAL	\$ 205
CP01 CONSTRUCTION PROFESSIONAL	\$ 195	TP05 TRANSPORTATION PROFESSIONAL	\$ 195
CP02 CONSTRUCTION PROFESSIONAL	\$ 190	TP06 TRANSPORTATION PROFESSIONAL	\$ 185
CP03 CONSTRUCTION PROFESSIONAL	\$ 153	TP07 TRANSPORTATION PROFESSIONAL	\$ 175
CP04 CONSTRUCTION PROFESSIONAL	\$ 135	TP08 TRANSPORTATION PROFESSIONAL	\$ 170
CP05 CONSTRUCTION PROFESSIONAL	\$ 115	TP09 TRANSPORTATION PROFESSIONAL	\$ 160
CP06 CONSTRUCTION PROFESSIONAL	\$ 107	TP10 TRANSPORTATION PROFESSIONAL	\$ 150
CT01 CONSTRUCTION TECHNICAL	\$ 156	TP11 TRANSPORTATION PROFESSIONAL	\$ 140
CT02 CONSTRUCTION TECHNICAL	\$ 145	TP12 TRANSPORTATION PROFESSIONAL	\$ 135
CT03 CONSTRUCTION TECHNICAL	\$ 115	TP13 TRANSPORTATION PROFESSIONAL	\$ 130
CT04 CONSTRUCTION TECHNICAL	\$ 107	TP14 TRANSPORTATION PROFESSIONAL	\$ 120
CT05 CONSTRUCTION TECHNICAL	\$ 101	TT01 TRANSPORTATION TECHNICAL	\$ 135
CT06 CONSTRUCTION TECHNICAL	\$ 90	TT02 TRANSPORTATION TECHNICAL	\$ 125
CSP01 CIVIL SITE PROFESSIONAL	\$ 290	TT03 TRANSPORTATION TECHNICAL	\$ 115
CSP02 CIVIL SITE PROFESSIONAL	\$ 275	TT04 TRANSPORTATION TECHNICAL	\$ 105
CSP03 CIVIL SITE PROFESSIONAL	\$ 235	TT05 TRANSPORTATION TECHNICAL	\$ 95
CSP04 CIVIL SITE PROFESSIONAL	\$ 210	TT06 TRANSPORTATION TECHNICAL	\$ 85
CSP05 CIVIL SITE PROFESSIONAL	\$ 200	WP01 WATER PROFESSIONAL	\$ 320
CSP06 CIVIL SITE PROFESSIONAL	\$ 185	WP02 WATER PROFESSIONAL	\$ 230
CSP07 CIVIL SITE PROFESSIONAL	\$ 170	WP03 WATER PROFESSIONAL	\$ 220
CSP08 CIVIL SITE PROFESSIONAL	\$ 160	WP04 WATER PROFESSIONAL	\$ 210
CSP09 CIVIL SITE PROFESSIONAL	\$ 150	WP05 WATER PROFESSIONAL	\$ 191
CSP10 CIVIL SITE PROFESSIONAL	\$ 145	WP06 WATER PROFESSIONAL	\$ 182
CSP11 CIVIL SITE PROFESSIONAL	\$ 130	WP07 WATER PROFESSIONAL	\$ 170
CSP12 CIVIL SITE PROFESSIONAL	\$ 105	WP08 WATER PROFESSIONAL	\$ 158
CSP13 CIVIL SITE PROFESSIONAL	\$ 95	WP09 WATER PROFESSIONAL	\$ 150
CSP14 CIVIL SITE PROFESSIONAL	\$ 85	WP10 WATER PROFESSIONAL	\$ 141
CST01 CIVIL SITE TECHNICAL	\$ 160	WP11 WATER PROFESSIONAL	\$ 136
CST02 CIVIL SITE TECHNICAL	\$ 130	WP12 WATER PROFESSIONAL	\$ 132
CST03 CIVIL SITE TECHNICAL	\$ 105	WP13 WATER PROFESSIONAL	\$ 125
CST04 CIVIL SITE TECHNICAL	\$ 95	WP14 WATER PROFESSIONAL	\$ 120
CST05 CIVIL SITE TECHNICAL	\$ 85	WT01 WATER TECHNICAL	\$ 165
CST06 CIVIL SITE TECHNICAL	\$ 75	WT02 WATER TECHNICAL	\$ 125
GP01 GEOMATICS PROFESSIONAL	\$ 232	WT03 WATER TECHNICAL	\$ 100
GP02 GEOMATICS PROFESSIONAL	\$ 185	WT04 WATER TECHNICAL	\$ 88
GP03 GEOMATICS PROFESSIONAL	\$ 158	WT05 WATER TECHNICAL	\$ 84
GP04 GEOMATICS PROFESSIONAL	\$ 142	WT06 WATER TECHNICAL	\$ 75

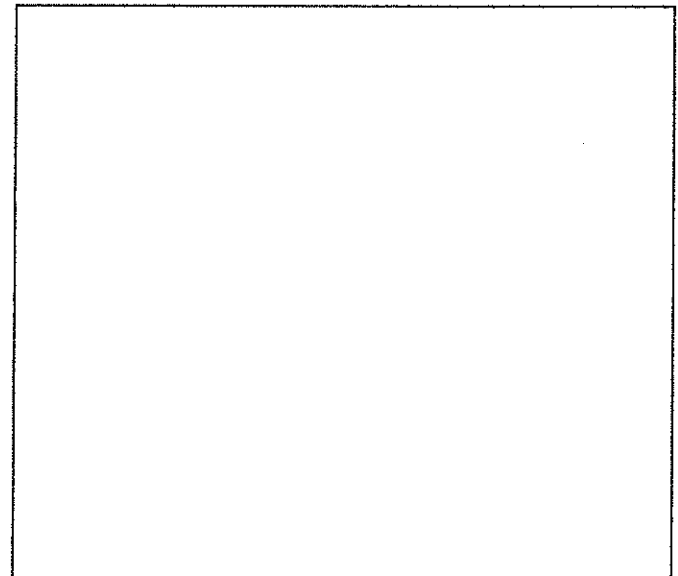
Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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ORDINANCE NO. _____

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



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

PROPERTY OWNER: Aaron Suarez-Carranza

LEGAL DESCRIPTION: Lot 33, Great Meadows Subdivision, City of Bethel Heights (now
Springdale) Benton County, Arkansas as shown in Plat Book 2006 at Page 765

LAYMAN'S DESCRIPTION: 1160 Bo Lane

PARCEL: 21-02990-000

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

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

\$348.32 clean-up costs and \$24.92 administrative costs – 1160 Bo Lane (21-02990-000)

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

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

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

\$373.24 plus 10% for collection – 1160 Bo Lane (21-02990-000)

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

PASSED AND APPROVED this 9th day of September, 2025.

Doug Sprouse, Mayor

ATTEST:

Sabra Jeffus, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

City Abatement

City of Springdale
Neighborhood Service
201 Spring Street
Springdale, AR 72764
479-756-7712
Case Number: 2502655



Date: 07/02/2025
Status: Abated
Property: 1160 BO LN
City, State, Zip: ,

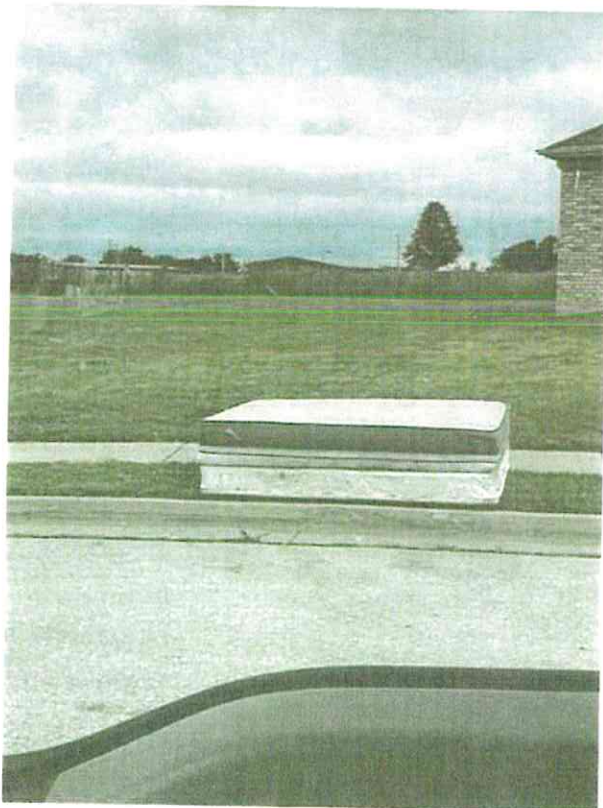
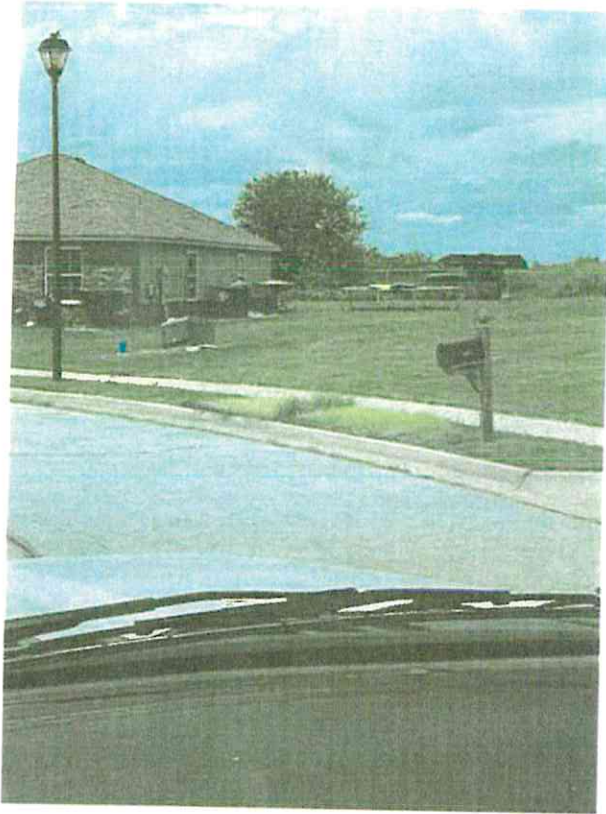
Officer on Site: Shane Pegram
Abatement Type: Lien
Abatement Date: 07/01/2025
Abatement Start Time: 1500
Abatement End Time: 1530

Fee	Amount
Disposal Cost Recovery	\$118.32
Employee Rate	\$30.00
Equipment Rate	\$200.00
<hr/>	
Total Fee: \$348.32	

Method of Compliance: Junk and trash removed from the property using city employees and city equipment.

Shane Pegram
Code Enforcement Officer

07/02/2025
Date



Ernest B. Cate
City Attorney
ecate@springdalear.gov

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

Cameron Baker
Deputy City Attorney
cbaker@springdalear.gov

George McManus
Deputy City Attorney
gmcmanus@springdalear.gov



SPRINGDALE
WE'RE MAKING IT HAPPEN

OFFICE OF CITY ATTORNEY

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Phone (479) 750-8173 • Fax (479) 750-4732
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Giselle Gonzalez
Case Coordinator/Victim Advocate
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Steve Helms
Investigator
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Dixie Putt
Administrative Legal Assistant/Paralegal
dputt@springdalear.gov

Christy Pianalto
File/Discovery Clerk
cpianalto@springdalear.gov

August 1, 2025

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

Aaron Suarez-Carranza
1160 Bo Lane
Springdale, AR 72764

RE: Notice of clean-up lien on property located at 1160 Bo Lane, Springdale, Benton County, Arkansas, Tax Parcel No. 21-02990-000

Dear Property Owner/Lienholder:

On June 4, 12, 16 and July 1, 2025 a notice was posted on property located at 1160 Bo Lane, Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77 and 42-78, and needed to be remedied within seven (7) days. Notice was originally mailed to the owner of record on June 16, 2025, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about July 2, 2025. As of this date, the total costs incurred by the City of Springdale to clean this property are \$348.32. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of \$9.92 per letter and a filing fee in the amount of \$15.00 to the Benton County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before September 3, 2025, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, September 9, 2025, at 6:00 p.m. in the City Council

Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of \$358.24 which includes \$348.32 for cleaning up the property and \$9.92 for certified mailings to the City of Springdale by the date listed above. Payment must be made payable to the City of Springdale and presented to the attention of Dixie Putt, Springdale City Attorney's Office, 201 Spring Street, Springdale, AR 72764. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office.

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

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

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

Sincerely,

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

Ernest Cate
City Attorney

Enclosures
EBC:dp

Tracking Number:

Remove X

9589071052701057151650

Copy Add to Informed Delivery (<https://informedelivery.usps.com/>)

Feedback



Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Get More Out of USPS Tracking:
USPS Tracking Plus®

- Delivery Attempt**
Reminder to Schedule Redelivery of your item
August 7, 2025
- Notice Left (No Authorized Recipient Available)**
SPRINGDALE, AR 72764
August 2, 2025, 1:34 pm

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates	▼
USPS Tracking Plus®	▼
Product Information	▼

See Less ^

Track Another Package

The City Council of the City of Springdale met in regular session on Tuesday, August 12, 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 (Absent)
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:

Colby Fulfer	Chief of Staff
Anna McKinney	Deputy Chief of Staff
Ben Peters	Director of Engineering
Sharon Tromburg	Director of Planning
James Smith	Director of Airport/Public Works
Blake Holte	Fire Chief
Mike Chamlee	Buildings Director
Derek Wright	Police Chief
John Oliver	Neighborhood Services
Ron Findley	Director of Neighborhood Services

CITIZEN COMMENTS

Jane Franks, 6984 Songbird Circle, spoke about her wonderful experiences with the Springdale Fire Department and she gave examples of service the SFD provided to her and her late husband.

APPROVAL OF MINUTES

Council Member Overton moved the minutes of the August 12, 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.

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 Overton made the second.

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

ACTION

An APPEAL: An Appeal of the Planning Commission’s denial of a Rezoning Petition (R25-39) for Brook Randal and Ginger Lea Martin from Agricultural Reg. City Council Meeting – Tuesday, August 26th, 2025 District (A-1) to Medium Density Multi-Family Residential District (MF-12) at a property located at 4617 Luvene Avenue.

Planning Director Sharon Tromburg read and presented the Appeal. Planning Commission denied the Rezoning with a vote of 3-4. Brandon Rush, Engineer with Engineering Services Inc, spoke on behalf of ESI. He is the Authorized Representative for the owners of the property.

Five Residents living in Cobblestone Subdivision, spoke against the Rezoning. Their concerns are property values, noise and light pollution, fire & safety and water pressure and run-off. One resident, living South of the property, also spoke against the Rezoning.

Council Member Taldo made a motion to Overturn the Planning Commission's vote, approving the Appeal with MF-4 on the South side, as well as the East side. Council member Mark Fougrousse seconded the motion.

After the vote was taken, motion carried 5-2. Brian Powell and Mike Overton voted no.

PLANNING COMMISSION

ORDINANCE NO. 6121 – AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM-BASED CODE (FB25-07); REVISING SECTION 2.0 THE REGULATING PLAN, DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Watson made the second.

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

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

After the vote was taken, motion carried 6-1. Mark Fougrousse voted no.

The Ordinance was numbered 6121.

ORDINANCE NO. 6122 – AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-40) CERTAIN LANDS LOCATED AT THE SW CORNER OF DON TYSON PARKWAY AND HABBERTON ROAD FROM GENERAL COMMERCIAL DISTRICT (C-2), MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16), AND AGRICULTURAL DISTRICT (A-1) TO PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

After the vote was taken, motion carried 6-1. Jeff Watson voted no.

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

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

The Ordinance was numbered 6122.

ORDINANCE NO. 6123: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-43) CERTAIN LANDS LOCATED AT NORTH OF W. MORRIS AVENUE & EAST OF BRUNSWICK STREET FROM AGRICULTURAL DISTRICT (A-1) TO A PLANNED UNIT DEVELOPMENT (PUD) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance. Derek Gibson with Canopy Cottages, presented on their behalf.

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

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

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

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

The Ordinance was numbered 6123.

ORDINANCE NO. 6124: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-44) CERTAIN LANDS LOCATED AT 2143 WORTH LANE FROM GENERAL COMMERCIAL DISTRICT (C-2) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS.

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

After the vote was taken, motion carried 5-2. Mark Fougrousse and Mike Overton voted no.

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

After the vote was taken, motion carried 5-2. Mark Fougrousse and Amelia Taldo voted no. Emergency clause failed to pass. The Ordinance will not be filed for 30 days.

The Ordinance was numbered 6124.

ORDINANCE NO. 6125: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-45) CERTAIN LANDS LOCATED AT 327 & 331 E. ROBINSON AVENUE & 555 GAGE PLACE FROM GENERAL COMMERCIAL DISTRICT (C-2) TO A LIGHT INDUSTRIAL DISTRICT (I-1) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

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

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

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

The Ordinance was numbered 6125.

ORDINANCE NO. 6126: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-46) CERTAIN LANDS LOCATED AT 5950 W. SUNSET AVENUE FROM LARGE PRODUCT RETAIL SALES DISTRICT (C-6) TO A THOROUGHFARE COMMERCIAL DISTRICT (C-5) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

After the vote was taken, motion carried 6-0. Council Member Overton had stepped out during the vote.

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

After the vote was taken, motion carried 7-0. Mike Overton had returned.

The Ordinance was numbered 6126.

ORDINANCE NO. 6127: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-47) CERTAIN LANDS LOCATED AT EAST OF 1581 E. EMMA AVENUE FROM LIGHT INDUSTRIAL DISTRICT (I-1) TO A MEDIUM/HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-16) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Powell moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Harriman made the second.

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

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

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

The Ordinance was numbered 6127.

ORDINANCE NO. 6128: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-48) CERTAIN LANDS LOCATED AT THE SOUTH END OF JENNIFER TERRACE FROM GENERAL COMMERCIAL DISTRICT (C-2) TO A LARGE PRODUCT RETAIL SALES DISTRICT (C-6) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

After reading the title of the Ordinance, Council Member Harriman moved the Ordinance “Do Pass” with an Emergency Clause. Council Member Powell made the second.

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

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

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

The Ordinance was numbered 6128.

ORDINANCE NO. 6129: AMENDING ORDINANCE NO. 3307, THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING (R25-49) CERTAIN LANDS LOCATED AT 1310 OAK GROVE ROAD FROM NEIGHBORHOOD OFFICE DISTRICT (O-1) TO A GENERAL COMMERCIAL DISTRICT (C-2) WITHIN SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

Planning Director Sharon Tromburg read and presented the Ordinance.

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

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

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

After the vote was taken, motion carried 6-0. Council Member Amelia Taldo stepped away.

The Ordinance was numbered 6129.

RESOLUTION NO. 120 – 25: APPROVING A WAIVER (W25-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO GABRIEL QUIÑONEZ IN CONNECTION WITH 2357 REED AVENUE, A SINGLE-FAMILY DWELLING.

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 120-25

A RESOLUTION APPROVING A WAIVER (W25-25) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO GABRIEL QUIÑONEZ IN CONNECTION WITH 2357 REED AVENUE, A SINGLE-FAMILY DWELLING.

WHEREAS, Ordinance #3047 provides for the waiver (W25-25) of street improvements, drainage relating thereto, curbs, gutters, sidewalks, and street lights to be first heard by the Planning Commission and a recommendation made to the City Council, with any waivers to be granted by the City Council only; and

WHEREAS, the Planning Commission reviewed a request for waiver (W25-25) of street improvements to Reed Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with 2357 Reed Avenue, a single-family dwelling, and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Reed Avenue, including sidewalks in connection with 2357 Reed Avenue, a single-family dwelling.

Council Member Powell moved the Resolution be adopted, with Option 1. Council Member Harriman made the second.

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

The Resolution was numbered 120-25.

RESOLUTION NO. 121 – 25: APPROVING A WAIVER (W25-29) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO RED BARN BAKERY IN CONNECTION WITH N25-19, A NON-LARGE-SCALE DEVELOPMENT.

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 121-25

A RESOLUTION APPROVING A WAIVER (W25-29) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO RED BARN BAKERY IN CONNECTION WITH N25-19, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-29) 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 (W25-29) of street improvements to East Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-19, a Non-Large-Scale Development, 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 Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-19, a Non-Large-Scale Development.

Council Member Powell moved the Resolution be adopted, with Option 1. Council Member Overton made the second.

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

The Resolution was numbered 121-25.

RESOLUTION NO. 122 – 25: APPROVING A WAIVER (W25-30) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO THOMPSON BUILDING PARKING LOT IN CONNECTION WITH N25-21, A NON-LARGE-SCALE DEVELOPMENT.

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 122-25

A RESOLUTION APPROVING A WAIVER (W25-30) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO THOMPSON BUILDING PARKING LOT IN CONNECTION WITH N25-21, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-30) 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 (W25-30) of street improvements to South Thompson Street and Churchill Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-21, a Non-Large-Scale Development, 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 South Thompson Street and Churchill Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-21, a Non-Large-Scale Development.

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

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

The Resolution was numbered 122-25.

RESOLUTION NO. 123 – 25: APPROVING A WAIVER (W25-31) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO MANCIA PROPERTIES PARKING LOT IN CONNECTION WITH N25-23, A NON-LARGE-SCALE DEVELOPMENT.

Planning Director Sharon Tromburg read and presented the Resolution.

RESOLUTION NO. 123-25

A RESOLUTION APPROVING A WAIVER (W25-31) OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS, SIDEWALKS, AND STREET LIGHTS AS SET FORTH IN ORDINANCE NO. 3725 TO MANCIA PROPERTIES PARKING LOT IN CONNECTION WITH N25-23, A NON-LARGE-SCALE DEVELOPMENT.

WHEREAS, Ordinance #3047 provides for the waiver (W25-31) 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 (W25-31) of street improvements to West Robinson Avenue, including drainage improvements related thereto, curbs, gutters, sidewalks, and street lights in connection with N25-23, a Non-Large-Scale Development, and the Planning Commission recommends payment in lieu of the waiver request.

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

Option 3: Approves payment in lieu of improvements to West Robinson Avenue in connection with N25-23, a Non-Large-Scale Development, with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

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

After the vote was taken, motion carried 6-0. Randall Harriman had stepped away.

The Resolution was numbered 123-25.

FINANCE COMMITTEE

RESOLUTION NO. 124 – 25: AUTHORIZING THE GRANT OF UTILITY EASEMENTS ACROSS PROPERTIES OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS FOR THE EAST EMMA AVENUE STREETScape PROJECT (PROJECT NO. 23BPS14).

Finance Committee Chairman Jeff Watson read the Resolution. Director of Engineering Ben Peters presented.

RESOLUTION NO. 124-25

A RESOLUTION AUTHORIZING THE GRANT OF UTILITY EASEMENTS ACROSS PROPERTIES OWNED BY THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS FOR THE EAST EMMA AVENUE STREETScape PROJECT (PROJECT NO. 23BPS14).

WHEREAS, the City of Springdale, Arkansas, owns property located at 400 Park Street, known as Tax Parcel No. 815-24901-000, Washington County, Arkansas;

WHEREAS, the City of Springdale, Arkansas, owns property located at 205 Park Street, known as Tax Parcel No. 815-24888-000, Washington County, Arkansas;

WHEREAS, the City of Springdale, Arkansas, owns property located at 900 East Emma Avenue, known as Tax Parcel No. 815-27556-000, Washington County, Arkansas (collectively "the Properties");

WHEREAS, the City of Springdale has undertaken the East Emma Avenue Streetscape Project (Project No. 23BPS14) on the Properties;

WHEREAS, as part of the Project, it is necessary that utility easements be granted to Springdale Water Utilities and other franchised utilities over and across the Properties as shown on the attached Exhibits;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute and authorize the dedication of the aforementioned easements when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute and authorize that utility easements be dedicated and granted to Springdale Water Utilities and other franchised utilities in connection with the East Emma Avenue Streetscape Project (Project No. 23BPS14), and as shown on the attached Exhibits across the Properties.

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

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

The Resolution was numbered 124-25.

RESOLUTION NO. 125 – 25: AUTHORIZING THE GRANT OF UTILITY EASEMENTS
ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS FOR THE SPRINGDALE FIRE STATION #4 PROJECT (LS25-14).

Finance Committee Chairman Jeff Watson read the Resolution. City Attorney Ernest Cate presented.

RESOLUTION NO. 125-25

**A RESOLUTION AUTHORIZING THE GRANT OF
UTILITY EASEMENTS ACROSS PROPERTY OWNED BY
THE CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS FOR THE SPRINGDALE FIRE STATION #4
PROJECT (LS25-14).**

WHEREAS, the City of Springdale, Arkansas, owns property located at 3377 West Huntsville Avenue, known as Tax Parcel No. 815-29875-030, Washington County, Arkansas ("the Property");

WHEREAS, the City of Springdale has undertaken the construction of Fire Station #4 on the Property (Project No. LS25-14);

WHEREAS, as part of the Fire Station #4 Project, it is necessary that utility easements be dedicated and granted to the Springdale Water & Sewer Commission and to Ozarks Electric Cooperative over and across the Property as shown on the attached Exhibit;

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute and authorize the dedication of the aforementioned easements when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute and authorize that utility easements be dedicated and granted to the Springdale Water & Sewer Commission and to Ozarks Electric Cooperative in connection with Project No. LS25-14, and as shown on the attached Exhibit across the Fire Station #4 Property.

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

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

The Resolution was numbered 125-25.

RESOLUTION NO. 126 – 25: AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, WASHINGTON
COUNTY, ARKANSAS.

Finance Committee Chairman Jeff Watson read the Resolution. Senior Center Director Lori Proud presented.

RESOLUTION NO. 126-25

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LEASE AGREEMENT ON PROPERTY OWNED BY THE
CITY OF SPRINGDALE, WASHINGTON COUNTY,
ARKANSAS.**

WHEREAS, the City of Springdale, Arkansas, owns property located at 823 East Emma Avenue, Springdale, Washington County, Arkansas, more commonly known as the Springdale Senior Center;

WHEREAS, the Springdale Senior Center was designed and constructed to include a Beauty & Barber Shop, consisting of approximately 520 square feet;

WHEREAS, the City wishes to enter into a Lease Agreement with Kallie Wade, a licensed Cosmetologist, for the Beauty & Barber Shop at the Springdale Senior Center;

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to enter into a Lease Agreement with Kallie Wade for the above-referenced property, subject to the terms and provisions contained in such Lease Agreement as agreed to by the parties.

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

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

The Resolution was numbered 126-25.

RESOLUTION NO. 127 – 25: AUTHORIZING THE EXECUTION OF A TEMPORARY USE AGREEMENT ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS.

Finance Committee Chairman Jeff Watson read the Resolution. City Attorney Ernest Cate presented.

RESOLUTION NO. 127-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY USE AGREEMENT ON PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS.

WHEREAS, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows:

Washington County Tax Parcel No. 815-22930-000 ("the Property").

WHEREAS, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell, convey, lease, rent, let, or dispose of any real property it owns, subject to approval by the City Council;

WHEREAS, the City has approved a Large-Scale Development project known as the Sundry Hotel ("the Project") on Emma Avenue on property in the vicinity of the Property;

WHEREAS, one of the sub-contractors for the Project, Mountain Mechanical Contractors, Inc., wishes to utilize a portion of the Property (as shown on the attached Exhibit) for the placement and utilization of a "conex container" for the storage of equipment/materials during the construction of the Project; and,

WHEREAS, the City and Mountain Mechanical Contractors, Inc., wish to enter into a Temporary Use Agreement, a copy of which is attached hereto and incorporated herein by reference, governing the terms by which the Property may be used during the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute a Temporary Use Agreement with Mountain Mechanical Contractors, Inc., for the use of a portion of the Property during the construction of the Project, subject to the terms of the Temporary Use Agreement.

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

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

The Resolution was numbered 127-25.

RESOLUTION NO. 128-25; A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM ANA JULIA CUBAS AND SECUNDIO SALAS-ANDRADE FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

Finance Committee Chairman Jeff Watson read the Resolution. City Attorney Ernest Cate presented.

RESOLUTION NO. 128-25

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM ANA JULIA CUBAS AND SECUNDIO SALAS-ANDRADE FOR THE SUNSET AVENUE EXTENSION AND POWELL STREET IMPROVEMENT PROJECT, PROJECT NO. 23BPS6.

WHEREAS, the City of Springdale is in need of acquiring lands for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Ana Julia Cubas and Secundio Salas-Andrade, also known as Washington County Tax Parcel No. 815-26116-000, located at 203 E. Sunset, Springdale, Washington County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the Property, as determined by an appraisal, is \$235,000.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$260,000.00 to acquire the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$25,000.00 to acquire the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the property located at 203 E. Sunset for the Sunset Avenue Extension and Powell Street Improvement Project, Project No. 23BPS6, said lands being owned by Ana Julia Cubas and Secundio Salas-Andrade, for the total sum of \$260,000.00 to be paid from the 2023 Street Bond.

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

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

The Resolution was numbered 128-25.

RESOLUTION NO. 129-25; AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PROPERTY FROM MBW FARMS, LLC, FOR THE GENE GEORGE BLVD. EXTENSION PROJECT (ELM SPRINGS RD. TO COUNTY LINE RD.), PROJECT NO. 23BPS4.

Finance Committee Chairman Jeff Watson read the Resolution. City Attorney Ernest Cate presented.

RESOLUTION NO. 129-25

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

WHEREAS, the City of Springdale is in need of acquiring easements across lands for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 5), said lands being owned by MBW Farms, LLC, also known as Benton County Tax Parcel No. 21-00167-536, located at 348 Pinkley Road, Springdale, Benton County, Arkansas (“the Property”);

WHEREAS, the City’s estimate of compensation for the easements across the Property, as determined by an appraisal, is \$48,700.00;

WHEREAS, the property owner has extended a counter-offer that the City pay the total sum of \$61,068.00 to acquire the easements across the Property; and,

WHEREAS, it is the recommendation of the City Attorney and the Mayor that the City Council approve the additional sum of \$12,368.00 to acquire the easements across the Property, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring the easements across the Property by eminent domain proceedings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City is hereby authorized to acquire the easements needed across the aforementioned parcel of land for the Gene George Blvd. Extension Project (Elm Springs Rd. to County Line Rd.), Project No. 23BPS4 (Tract 5), said lands being owned by MBW Farms, LLC, for the total sum of \$61,068.00 to be paid from the 2023 Street Bond.

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

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

The Resolution was numbered 129-25.

RESOLUTION NO. 130-25; AUTHORIZING THE PURCHASE OF A NEW MINI TRACK LOADER FOR SPRINGDALE PUBLIC WORKS

Finance Committee Chairman Jeff Watson read the Resolution. Public Works Director James Smith presented.

RESOLUTION NO. 130-25

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW MINI TRACK LOADER FOR SPRINGDALE PUBLIC WORKS

WHEREAS, the Springdale Public Works Department is requesting to purchase a mini track loader to be used for bridge maintenance and a variety of other city projects, and

WHEREAS, three (3) quotes were received, and

WHEREAS, after review, the Springdale Public Works Department would like to request authorization for the purchase a mini track loader from WT Equipment, in an amount of \$32,543.17, to be paid for out of the Unrestricted General Fund, and

WHEREAS, pursuant to Ark Code Ann. §14-58-303, competitive bidding is not required.

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 appropriate funds for a new mini track loader for Springdale Public Works Department, in an amount \$32,543.17, to be paid for out of the Unrestricted General Fund.

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

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

The Resolution was numbered 130-25.

RESOLUTION NO. 131-25; AUTHORIZING THE EXECUTION OF AN APPRAISAL SERVICES AGREEMENT FOR SUNSET AVENUE EXTENSION PROJECT NO 23BPS6.

Finance Committee Chairman Jeff Watson read the Resolution. Engineering Director Ben Peters presented.

RESOLUTION NO. 131-25

A RESOLUTION AUTHORIZING THE EXECUTION OF AN APPRAISAL SERVICES AGREEMENT FOR SUNSET AVENUE EXTENSION PROJECT NO 23BPS6

WHEREAS, the City of Springdale is in need of appraisal services for the Sunset Avenue Extension from Shipley Street to Powell Street, including Powell Street from Sunset Avenue to Highway 412, and

WHEREAS, the City's project selection committee has selected Reed and Associates, Inc. as the most qualified firm,

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

Section 1. The Mayor and City Clerk are hereby authorized to execute an agreement with Reed and Associates, Inc. for appraisal services for Sunset Avenue Extension for \$274,500 to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the additional change orders does not exceed 10% of the original agreement price.

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

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

The Resolution was numbered 131-25.

**RESOLUTION NO. 132-25; AUTHORIZING THE EXECUTION OF A CONSTRUCTION
MANAGER AGREEMENT FOR PRECONSTRUCTION SERVICES ON SUNSET AVE AND
POWELL STREET 23BPS6**

Finance Committee Chairman Jeff Watson read the Resolution. Engineering Director Ben Peters presented.

RESOLUTION NO. 132-25

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A CONSTRUCTION MANAGER AGREEMENT FOR
PRECONSTRUCTION SERVICES ON SUNSET AVE AND
POWELL STREET 23BPS6**

WHEREAS, the City of Springdale is in need of construction management services for the Sunset Ave. & Powell St. north project;

WHEREAS, Nabholz Construction Corporation was selected as the most qualified construction management firm for this project;

WHEREAS, the price not to exceed amount for preconstruction services shall be \$269,328.83.

**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 a construction management services agreement with Nabholz Construction Corporation for preconstruction phase services to be paid from the 2023 Street Bond Fund.

Section 2. The Mayor is authorized to approve change orders as long as the cumulative total of the change orders does not exceed 10% of the original agreement price.

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

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

The Resolution was numbered 132-25.

MISCELLANEOUS REPORTS, ANNOUNCEMENTS AND COMMENTS

Mayor Sprouse ask Council Members to consider alternate dates for City Council Committee Meetings in September. The first committee meeting falls on Labor Day, September 1. Council Member Jeff Watson made a motion to move the first committee meeting of September to Wednesday, September 3, 2025. Council Member Powell seconded the motion.

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

The second committee meeting of September falls on September 15th. Several members of City Council will be in Washington D.C. for the Fly In. Council Member Brian Powell made a motion to move the second committee meeting of September to Thursday, September 18, 2025. Council Member Overton seconded the motion.

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

COMMENTS FROM COUNCIL MEMBERS

Aaron Huntley mentioned that Committee Meetings might need to be on Tuesdays.

Brian Powell praised the Springdale Fire Department for their good work

COMMENTS FROM DEPARTMENT HEADS

Director of Engineering Ben Peters addressed the round-about on Har-Ber Avenue. The Engineering Department has made the decision to return the round-about to two lanes in all directions.

ADJOURNMENT

Council Member Overton made a motion to adjourn. After a voice vote of all ayes and no nays, the meeting adjourned at 7:59 p.m.

Doug Sprouse, Mayor

Sabra Jeffus, City Clerk/Treasurer