Next scheduled Committee Meeting will be held in the Multi-Purpose Room #236, 201 Spring Street, Springdale, AR
- Monday, February 18th, 5:30 p.m. is the next Committee meeting.
- Committee agendas will be available on Friday, February 15th, 2019.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 12th, 2019

5:55 p.m. Pre Meeting Activities
Pledge of Allegiance
Invocation – COLBY FULFER

6:00 p.m. OFFICIAL AGENDA

1. Large Print agendas are available.
2. Call to Order – Mayor Doug Sprouse
3. Roll Call – Denise Pearce, City Clerk
   Recognition of a Quorum.
4. Comments from Citizens
   The Council will hear brief comments from citizens 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 – January 22nd, 2019 2-15
6. Procedural Motions
   A. Entertain Motion to read Resolutions by title only.
7. A Resolution re-appointing Philip Taldo to the Northwest Arkansas Airport Authority, term to expire on December 31, 2024. Item presented by Mayor Doug Sprouse. 16
8. A Resolution re-appointing Lynn Carver to the Springdale Water and Sewer Commission. Item presented by Mayor Doug Sprouse. 17
9. Finance Committee Reports and Recommendations by Chairman Jeff Watson:
   A Resolution amending the 2019 budget of the City of Springdale Street Department. 18-19
10. Street & CIP Report & Recommendations by Chairman Rick Evans:
    A. A Resolution authorizing the execution of an engineering services contract for design of an extension of the Spring Creek Trail. 20-49
    B. A Resolution expressing the willingness of the City of Springdale to partner with the Arkansas Department of Transportation for the following project: Job 012007, Randall Wobbe Lane – Hwy. 264 (Springdale) (S). 49-50
11. Parks & Recreation Report & Recommendations by Chairman Mike Lawson:
    A Resolution authorizing the Mayor and City Clerk to enter into a lease agreement with Next Level Baseball Academy, LLC, on property owned by the City of Springdale. 51-57
12. A Resolution setting a hearing date on a petition to vacate a portion of Cleveland Street. Item presented by Ernest Cate, City Attorney. 58-59
13. Comments from Department Heads.
14. Comments from Council Members.
15. Comments from City Attorney.
16. Comments from Mayor.
17. Adjournment.
SPRINGDALE CITY COUNCIL
JANUARY 22, 2019

The City Council of the City of Springdale met in regular session on Tuesday, January 22, 2019, in the City 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
Amelia Williams  Ward 3
Jeff Watson  Ward 3
Mike Overton  Ward 2
Colby Fulfer  Ward 1
Mike Lawson  Ward 4 (Absent)
Rick Evans  Ward 2
Brian Powell  Ward 1
Kathy Jaycox  Ward 4
Ernest Cate  City Attorney
Denise Pearce  City Clerk/Treasurer

Department heads present:

Mike Peters  Police Chief
Mike Irwin  Fire Chief
Patsy Christie  Planning Director
Mike Chamlee  Buildings Director
Wyman Morgan  Director of Financial Services
Ron Findley  Community Engagement Director
Brad Baldwin  Engineering Director
Bill Mock  Parks & Recreation Director
Ashley Earhart  Public Relations Director
Gina Lewis  Human Resource Director
Mark Gutte  IT Director

NEW EXECUTIVE DIRECTOR OF DOWNTOWN SPRINGDALE ALLIANCE

Mayor Sprouse introduced Jill Dabbs who is the new Executive Director of Downtown Springdale Alliance.

REPORT ON ECONOMIC DEVELOPMENT

Scott Edmondson, Director of Business Development with the Springdale Chamber of Commerce, gave a 4th Quarter 2018 report on economic development in the City of Springdale. (Report on file in City Clerk's Office)

APPROVAL OF MINUTES

Council Member Jaycox moved the minutes of the January 8, 2019 City Council meeting be approved as presented. Council Member Evans made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Evans 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 Jaycox made the second.

The vote:

Yes: Fulfer, Evans, Powell, Jaycox, Williams, Watson, Overton
No: None

RESOLUTION NO. 10-19 — MAKING APPOINTMENTS TO THE ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution making appointments of Mike Lawson and Colby Fulfer to the Advertising and Promotion Commission of the City of Springdale.

RESOLUTION NO. ___

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

WHEREAS, the terms of Rick Culver, Seat #6 and Mike Lawson, Seat #7 expired December 31, 2018; and

WHEREAS, A.C.A. 26-75-605 and Ordinance No. 3293 provide that the two commission member positions of the city council shall be selected by the City Council; and

WHEREAS, it is the recommendation of the Mayor that Colby Fulfer be appointed to Seat #6, term expiring December 31, 2020 and Mike Lawson be re-appointed to Seat #7, term expiring December 31, 2022 to the Advertising and Promotion Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that Colby Fulfer is hereby appointed to Seat #6, term expiring on December 31, 2020 and Mike Lawson is re-appointed to Seat #7, term expiring on December 31, 2022 to the Advertising & Promotion Commission.

PASSED AND APPROVED this ____ day of January, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Evans made the second.

The vote:

Yes: Evans, Powell, Jaycox, Williams, Watson, Overton, Fulfer

No: None

The Resolution was numbered 10-19.

RESOLUTION NO. 11-19 — MAKING AN APPOINTMENT TO THE ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution making the appointment of Rick Culver to the Advertising and Promotion Commission of the City of Springdale.
RESOLUTION NO. ___

A RESOLUTION MAKING AN APPOINTMENT TO THE ADVERTISING AND PROMOTION COMMISSION OF THE CITY OF SPRINGDALE

WHEREAS, Mark Henry's appointment to Seat #3 on the Advertising & Promotion Commission has expired; 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, at a meeting of the Advertising and Promotion Commission, the commissioners wish to recommend the appointment of Rick Culver to fill Seat #3, with said term expiring May 31, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Rick Culver is hereby appointed as a commissioner to the Advertising and Promotion Commission filling Seat #3, term expiring May 31, 2022.

PASSED AND APPROVED this ___ day of January, 2019.

________________________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

________________________________________
Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Powell, Jaycox, Williams, Watson, Overton, Fulfer, Evans

No: None

The Resolution was numbered 11-19.

RESOLUTION NO. 12-19 — MAKING A RE-APPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

Mayor Sprouse presented a Resolution making the re-appointment of Mike Morgenthaler to the Public Facilities Board of the City of Springdale.

RESOLUTION NO. ___

A RESOLUTION MAKING A REAPPOINTMENT TO THE PUBLIC FACILITIES BOARD OF THE CITY OF SPRINGDALE

WHEREAS, the term of Mike Morgenthaler, who currently holds Seat #3 on the Public Facilities Board will expire on January 31, 2019, and
WHEREAS, A.C.A. 14-137-108 provide that appointments for these positions will be nominated by a majority of the board and appointed by the Mayor subject to approval of the City Council, and

WHEREAS, the Public Facilities Board has recommended the reappointment of Mike Morgenthaler, to Seat #3 with a term expiring on January 31, 2024,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Mike Morgenthaler is hereby reappointed as a board member to Seat #3 of the Public Facilities Board with his term expiring January 31, 2024.

PASSED AND APPROVED this ___ day of January, 2019.

Doug Sprouse, Mayor

ATTEST:
Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Jaycox moved the Resolution be adopted. Council Member Evans made the second.

The vote:
Yes: Jaycox, Williams, Watson, Overton, Fulfer, Evans, Powell
No: None

The Resolution was numbered 12-19.

RESOLUTION NO. 13-19 – MAKING RE-APPOINTMENTS TO THE SPRINGDALE AIRPORT COMMISSION OF THE CITY OF SPRINGDALE

Mayor Doug Sprouse presented a Resolution making the re-appointment of Neil Johnson and Bill Schoonover to the Springdale Airport Commission of the City of Springdale.

RESOLUTION NO. ___

A RESOLUTION MAKING APPOINTMENTS TO THE SPRINGDALE AIRPORT COMMISSION OF THE CITY OF SPRINGDALE

WHEREAS, Neil Johnson's appointment to Seat #1 and Bill Schoonover's appointment to Seat #6 expired on July, 1, 2018; and

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

WHEREAS, Mayor Doug Sprouse has recommended the re-appointment of Neil Johnson and Bill Schoonover to the Springdale Airport Commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Neil Johnson is hereby re-appointed
SPRINGDALE CITY COUNCIL
JANUARY 22, 2019

to Seat #1 and Bill Schoonover is hereby re-appointed to Seat #6 to the Springdale Airport Commission with their terms expiring on July 1, 2023.

PASSED AND APPROVED this ___ day of January, 2019.

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Evans moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Williams, Watson, Overton, Fulfer, Evans, Powell, Jaycox

No: None

The Resolution was numbered 13-19.

ORDINANCE NO. 5346 – REZONING 3.84 ACRES OWNED BY DAVID BURTON LOCATED AT 725 N. 48TH STREET, FROM C-2 TO C-5: AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.84 acres owned by D & D Rental, LLC, David Burton, located at 725 N. 48th Street, from C-2 to C-5; and declaring an emergency.

Planning Commission recommended approval at their January 2, 2019 meeting.

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

The vote:

Yes: Watson, Overton, Fulfer, Evans, Powell, Jaycox, Williams

No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:

Yes: Overton, Fulfer, Evans, Powell, Jaycox, Williams, Watson

No: None

The Ordinance was numbered 5346.
SPRINGDALE CITY COUNCIL
JANUARY 22, 2019

ORDINANCE NO. 5347 – REZONING .63 ACRES OWNED BY FADIL BAYYARI TRUST LOCATED AT 312 S. THOMPSON, FROM C-2 TO C-5; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .63 acres owned by Fadil Bayyari Trust, located at 312 S. Thompson, from C-2 to C-5; and declaring an emergency.

Planning Commission recommended approval at their January 2, 2019 meeting.

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

The vote:
Yes: Fulfer, Evans, Powell, Jaycox, Williams, Watson, Overton
No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:
Yes: Evans, Powell, Jaycox, Williams, Watson, Overton, Fulfer
No: None

The Ordinance was numbered 5347.

ORDINANCE NO. 5348 – REZONING .54 ACRES OWNED BY MARCY CHAVEZ LOCATED AT 2172 N. THOMPSON, FROM I-1 TO C-6; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning .54 acres owned by Marcy Chavez, LLC, located at 2172 N. Thompson, from I-1 to C-6; and declaring an emergency.

Planning Commission recommended approval at their January 2, 2019 meeting.

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

The vote:
Yes: Powell, Jaycox, Williams, Watson, Overton, Fulfer, Evans
No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:
Yes: Jaycox, Williams, Watson, Overton, Fulfer, Evans, Powell
No: None

The Ordinance was numbered 5348.
ORDINANCE NO. 5349 – REZONING 3.60 ACRES OWNED BY JUSTIN SILVA LOCATED AT 3095 WAGON WHEEL ROAD, FROM A-1 AND C-1 TO C-2; AND DECLARING AN EMERGENCY

Planning Director Patsy Christie presented an Ordinance rezoning 3.60 acres owned by Justin and Whitney Silva, located at 3095 Wagon Wheel Road, from A-1 and C-1 to C-2; and declaring an emergency.

Planning Commission recommended approval at their January 2, 2019 meeting.

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

The vote:
Yes: Williams, Watson, Overton, Fulfer, Evans, Powell, Jaycox
No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:
Yes: Watson, Overton, Fulfer, Evans, Powell, Jaycox, Williams
No: None

The Ordinance was numbered 5349.

RESOLUTION NO. 14-19 – APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO BIBLE MISSIONARY CHURCH IN CONNECTION WITH L18-37 A LARGE SCALE DEVELOPMENT

Planning Director Patsy Christie presented a Resolution approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to W. County Line Road, in connection with L18-37, a Large Scale Development for Bible Missionary Church.

Council Member Jaycox moved the Resolution be adopted with Option 1. Council Member Evans made the second.

RESOLUTION NO. ____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO BIBLE MISSIONARY CHURCH IN CONNECTION WITH L18-37 A LARGE SCALE DEVELOPMENT

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L18-37, a Large Scale Development for
SPRINGDALE CITY COUNCIL
JANUARY 22, 2019

Bible Missionary Church and the Planning Commission recommends approval of the waiver of street improvements with payment in-lieu of improvements for the required sidewalk.

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 W. County Line Road including drainage improvements related thereto, curbs, gutters, and street lights and approves payment in lieu of for sidewalk improvements in connection with L18-37, a Large Scale Development for Missionary Bible Church.

PASSED AND APPROVED THIS ___ DAY OF JANUARY, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

The vote:

Yes: Overton, Fulfer, Evans, Powell, Jaycox, Williams, Watson

No: None

The Resolution was numbered 14-19.

RESOLUTION NO. 15-19 - EXPRESSING THE CITY OF SPRINGDALE'S WILLINGNESS TO PARTICIPATE IN THE "LOCAL JOB CREATION, JOB EXPANSION, AND ECONOMIC DEVELOPMENT ACT OF 2017", CODIFIED AT ARK. CODE ANN. §14-176-101, et seq., AND TO PARTICIPATE IN ECONOMIC DEVELOPMENT PROJECTS AS PROVIDED THEREIN

Council Member Jeff Watson presented a Resolution expressing the City of Springdale's willingness to participate in the "Local Job Creation, Job Expansion, and Economic Development Act of 2017", codified at Arkansas Code Ann. §14-176-101, et seq., and to participate in economic development projects as provided therein.

RESOLUTION NO. ___

A RESOLUTION EXPRESSING THE CITY OF SPRINGDALE'S WILLINGNESS TO PARTICIPATE IN THE "LOCAL JOB CREATION, JOB EXPANSION, AND ECONOMIC DEVELOPMENT ACT OF 2017", CODIFIED AT ARK. CODE ANN. §14-176-101, et seq., AND TO PARTICIPATE IN ECONOMIC DEVELOPMENT PROJECTS AS PROVIDED THEREIN.

WHEREAS, in the general election of 2016, the voters of the State of Arkansas overwhelmingly approved (by a vote of 689,980 for and 366,020 against) Amendment 97 to the Constitution of the State of Arkansas, which Amendment was for the purpose to encourage job creation, job expansion, and economic development in the State of Arkansas;
WHEREAS, in 2017, the Arkansas General Assembly implemented Amendment 97 by the passage of Act 685, known as the "Local Job Creation, Job Expansion, and Economic Development Act of 2017" ("the Act"), and is codified at Ark. Code Ann. §14-176-101, et seq.;

WHEREAS, the Act provides that a municipality or county may obtain or appropriate money to finance economic development projects or to provide economic development services, which funds so appropriated shall be deemed to further the public purpose of economic development;

WHEREAS, the City of Springdale is committed to high quality and balanced growth and development of the community; recognizes the importance of continued economic development to meet the needs of its residents, and its obligation to balance the demand for economic development with the prudent use of public tax receipts for economic development incentives, reserving the use of these incentives for projects that demonstrate significant public benefit.

WHEREAS, this Resolution is intended to lead to a substantial public benefit, the creation of new jobs, the elimination of blight or conditions that could lead to blight, the increase of property values, the increase of tax revenues, and the promotion of economic stability and enhance the quality of life throughout the City.

WHEREAS, nothing in this Resolution shall imply or suggest that the City is under any obligation to approve or support the use of this public economic incentive tool for any applicant. The City reserves the right to modify or waive, on a case-by-case basis, any of the elements of this Resolution, if all the applicable state statutory requirements of the Act are satisfied.

WHEREAS, Act 685 provides that before entering into a contract for an economic development project, the governing body of the municipality shall review and approve an economic impact and cost-benefit analysis of the proposed economic development project; and such contract shall state, among other things, a proper public purpose, such as the creation of new jobs, job retention, or the expansion of the tax base by construction or improvements to real property;

WHEREAS, for the purpose implementing Act 685, the City of Springdale will consider projects that meet the following criteria:

- Manufacturing, Production, & Industrial Facilities: Projects of these types must include a Total Capital Investment of $25,000,000, a minimum Facility Size of 100,000 square feet, and a Value of $20,000,000, provide 500 jobs at an Average Hourly Wage of $22.50 per hour with a Total Payroll of at least, $20,000,000.

- Research, Technology, & Development Facilities: Projects of these types must include a Total Capital Investment of $15,000,000, a minimum Facility Size of 20,000 square feet, and a Value of $10,000,000, provide 100 jobs at an Average Hourly Wage of $29.00 per hour with a Total Payroll of at least, $6,000,000.

- Recycling Facilities: These Projects must include a Total Capital Investment of $20,000,000, a minimum Facility Size of 150,000 square feet and a Value of $15,000,000, provide 200 jobs at an Average Hourly Wage of $22.50 per hour with a Total Payroll of at least, $12,000,000.

- Distribution Centers: Projects of these types must include a Total Capital Investment of $15,000,000, a minimum Facility Size of 400,000 square feet and a Value of $6,000,000, provide 200 jobs at an Average Hourly Wage of $22.50 per hour with a Total Payroll of at least, $10,000,000.

- Call Centers: Projects of this type must include a Total Capital Investment of $12,000,000, a minimum Facility Size of 100,000 square feet, and a Value of $18,000,000, provide 500 jobs at an Average Hourly Wage of $22.50 per hour with a Total Payroll of at least, $20,000,000.
• **Warehouse Facilities:** Projects of this type must include a Total Capital Investment of $15,000,000, a minimum Facility Size of 400,000 square feet, and a Value of $10,000,000, provide 100 jobs at an Average Hourly Wage of $22.50 per hour with a Total Payroll of at least, $4,000,000.

• **Job Training Facilities:** Projects of these types must include a Total Capital Investment of $8,000,000, a minimum Facility Size of 40,000 square feet and a Value of $6,000,000, provide 25 jobs for employees at an Average Hourly Wage of $29.00 per hour. The facility must also provide training to a minimum of 300 people with an Average Hourly Wage of $22.50. The Facility must provide a Combined (Employees & trainees) Total Payroll of at least, $3,500,000

• **Regional or National Corporate Headquarters:** Projects of these types must include a Total Capital Investment of $2,000,000, a minimum Facility Size of 20,000 square feet and a Value of $4,000,000, provide 100 jobs at an Average Hourly Wage of $22.50 per hour with a Total Payroll of at least, $4,000,000.

**WHEREAS,** it is in the best interests of the citizens of the City of Springdale, Arkansas, that the City of Springdale seek to avail itself of the provisions of the Act, and to make it known that the City of Springdale is committed to economic development projects that will further the public purpose of economic development as provided in the Act, and as set forth in this Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS,** that the City Council for the City of Springdale, Arkansas, hereby expresses its willingness to utilize the provisions of the "Local Job Creation, Job Expansion, and Economic Development Act of 2017", codified at Ark. Code Ann. §14-176-101, et seq.; and thereby pursuant to the Act to obtain or appropriate money to finance economic development projects or to provide economic development services, which funds so appropriated shall be deemed to further the public purpose of economic development.

**PASSED AND APPROVED** this ____ day of January, 2019.


Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Watson moved the Resolution be adopted. Council Member Jaycox made the second.

The vote:

Yes: Fulfer, Evans, Powell, Jaycox, Williams, Watson, Overton

No: None

The Resolution was numbered 15-19.

**RESOLUTION NO. 16-19 – AMENDING THE 2019 BUDGET OF THE CITY OF SPRINGDALE FIRE DEPARTMENT**

Council Member Jeff Watson presented a Resolution amending the 2019 Budget of the City of Springdale Fire Department to include funds to pay for moving the hire date up to
RESOLUTION NO. ___

A RESOLUTION AMENDING THE 2019 BUDGET OF THE CITY OF SPRINGDALE FIRE DEPARTMENT

WHEREAS, the Fire Department 2019 budget includes funds to add 6 positions on July 1, 2019 and there is a need to move the hire date up to March 1st, and

WHEREAS, the staffing of fire station No. 7 will require 6 promotions that were not included in the 2019 budget, and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the authorized staff of the Fire Department is hereby increased by 3 captains and 3 driver/operators and the 2019 budget of the City of Springdale Fire Department is hereby amended as follows:

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<th>Account No.</th>
<th>Description</th>
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<th>Decrease</th>
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PASSED AND APPROVED this ____ day of January, 2019

________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Council Member Watson moved the Resolution be adopted. Council Member Evans made the second.

The vote:

Yes: Evans, Powell, Jaycox, Williams, Watson, Overton, Fulfer

No: None

The Resolution was numbered 16-19.

ORDINANCE NO. 5350 – WAIVING COMPETITIVE BIDDING FOR TASERS FOR THE SPRINGDALE POLICE DEPARTMENT

Council Member Amelia Williams presented an Ordinance waiving competitive bidding for tasers for the Springdale Police Department.
SPRINGDALE CITY COUNCIL
JANUARY 22, 2019

The tasers currently used by the police department have exceeded the reliable life expectancy and need to be replaced. Axon Enterprise, Inc. is the sole provider of this equipment and has submitted a quote of $125,747.16 for the tasers and related equipment.

After reading the title of the Ordinance, Council Member Jaycox moved the Ordinance "Do Pass". Council Member Evans made the second.

The vote:
Yes: Powell, Jaycox, Williams, Watson, Overton, Fulfer, Evans
No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:
Yes: Jaycox, Williams, Watson, Overton, Fulfer, Evans, Powell
No: None

The Ordinance was numbered 5350.

ORDINANCE NO. 5351 – WAIVING COMPETITIVE BIDDING FOR CERTAIN REPAIRS TO ARVEST BALLPARK; AUTHORIZING THE PUBLIC FACILITIES BOARD TO PURCHASE FOAM PADDING FROM ARKANSAS CORRECTIONAL INDUSTRIES; AND DECLARING AN EMERGENCY

City Attorney Ernest Cate presented an Ordinance waiving competitive bidding for certain repairs to Arvest Ballpark and authorizing the Public Facilities Board to purchase foam padding from Arkansas Correctional Industries; and declaring an emergency.

The Springdale Public Facilities Board has oversight and management of Arvest Ballpark. They have obtained a proposal from Arkansas Correctional Industries for the completion of the project for a price not to exceed $23,032.00.

Due to the unique circumstances and product involved in the repairs to Arvest Ballpark, competitive bidding is not feasible or practical and is hereby waived for the repairs to Arvest Ballpark.

After reading the title of the Ordinance, Council Member Evans moved the Ordinance "Do Pass". Council Member Jaycox made the second.

The vote:
Yes: Williams, Watson, Overton, Fulfer, Evans, Powell, Jaycox
No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:
Yes: Watson, Overton, Fulfer, Evans, Powell, Jaycox, Williams
No: None

The Ordinance was numbered 5351.
ORDINANCE NO. 5352 – AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1000 LOWELL ROAD

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a lien for the razing and removal of a structure located at 1000 Lowell Road, Springdale, Arkansas. Howard E. McCoy and Lisa L. McCoy are the owners.

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

The vote:
Yes: Overton, Fulfer, Evans, Powell, Jaycox, Williams, Watson
No: None

Council Member Jaycox moved the Emergency Clause be adopted. Council Member Evans made the second.

The vote:
Yes: Fulfer, Evans, Powell, Jaycox, Williams, Watson, Overton
No: None

The Ordinance was numbered 5352.

ORDINANCE NO. 5353 – AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 602 S. CLEVELAND STREET

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a lien for the razing and removal of a structure located at 602 S. Cleveland Street, Springdale, Arkansas. The owner is Fredy A. Hernandez.

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

The vote:
Yes: Evans, Powell, Jaycox, Williams, Watson, Overton, Fulfer
No: None

Council Member Evans moved the Emergency Clause be adopted. Council Member Jaycox made the second.

The vote:
Yes: Powell, Jaycox, Williams, Watson, Overton, Fulfer, Evans
No: None

The Ordinance was numbered 5353.
LIGHNING STRIKE

Police Chief Peters reported lightning struck City Hall last Friday night and affected several items in the Police Department. There was over $40,000 worth of damage that will be filed with our insurance.

ADJOURNMENT

Council Member Jaycox made the motion to adjourn. Council Member Evans made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 6:35 p.m.

______________________________
Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer
RESOLUTION NO. _____

A RESOLUTION RE-APPOINTING PHILIP TALDO
TO THE NORTHWEST ARKANSAS AIRPORT AUTHORITY,
TERM TO EXPIRE ON DECEMBER 31, 2024.

WHEREAS, Philip Taldo has been serving on the Northwest Arkansas Airport Authority;

WHEREAS, the Mayor has recommended that Philip Taldo be re-appointed to the Northwest Arkansas Regional Airport Authority for a six (6) year term, said term to expire on December 31, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINDALE, ARKANSAS, that Philip Taldo is hereby re-appointed for a six (6) year term on the Northwest Arkansas Airport Authority to expire on December 31, 2024.

PASSED AND APPROVED this 12th day of February, 2019.

Doug Sprouse, MAYOR

APPROVED:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney
RESOLUTION NO. ________

A RESOLUTION REAPPOINTING LYNN CARVER TO THE SPRINGDALE WATER AND SEWER COMMISSION

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

WHEREAS, Lynn Carver's term on the Springdale Water and Sewer Commission will expire March 6, 2019, and

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

WHEREAS, remaining members of the Springdale Water and Sewer Commission have appointed Lynn Carver to serve another term on said commission,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the reappointment of Lynn Carver to the Springdale Water and Sewer Commission, with a term expiring March 6, 2027, is hereby approved.

PASSED AND APPROVED this ______ day of ___________________, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

__________________________
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

__________________________
Ernest B. Cate, CITY ATTORNEY
RESOLUTION NO.  

A RESOLUTION AMENDING THE 2019 BUDGET OF THE CITY OF SPRINGDALE STREET DEPARTMENT

WHEREAS, the Public Works Budget needs to be amended to appropriate funds for the purchase of an asphalt roller; and

WHEREAS, the Street Fund has funds appropriated in the 2018 budget that were not spent or included in the 2019 budget; and

WHEREAS, $40,000 is needed to purchase the asphalt roller; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2019 budget of the City of Springdale Street Department is hereby amended as follows:

<table>
<thead>
<tr>
<th>Department</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget</th>
<th>Increase</th>
<th>Decrease</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street</td>
<td>20102014318030</td>
<td>Equipment</td>
<td>180,000</td>
<td>40,000</td>
<td>-</td>
<td>220,000</td>
</tr>
</tbody>
</table>

PASSED AND APPROVED this 12th day of February, 2019

__________________________________________
Doug Sprouse, Mayor

ATTEST:

__________________________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________________________
Ernest B. Cate, City Attorney
Wyman,

We want to make sure Public Works has all the right equipment for the future. We are starting the 1"overlay program in 2019. The asphalt roller we have is older and having issues, not what we need going forward.

The City Council didn’t meet the end of 2018 to make the request then, so we’re asking for the transfer $40,000.00 in 2018 budget money for a new Asphalt roller to our 2019 budget Street Administration 201-0201-431. 80-30 - equipment.

Thank you,

James Smith
RESOLUTION NO. __________________________

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES CONTRACT FOR DESIGN OF AN EXTENSION OF THE SPRING CREEK TRAIL

WHEREAS, the City of Springdale is planning an extension of the Spring Creek Trail, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected McClelland Consulting Engineers as the most qualified firm;

WHEREAS, the engineer's fee shall not exceed $51,275.00 for Geotechnical Investigations, Right-of-Way Surveys, Property Records Search, and Easement Document Preparation. Construction Services are not included in this contract.

WHEREAS, final design/bid documents are due by July 17, 2019

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

Section 1. Expenditures for this contract will be paid from the 2019 Street Fund budget.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with McClelland Consulting Engineers for design of an extension of Spring Creek Trail.

Section 3. The Mayor is hereby authorized, for this project, 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. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

Section 4. 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.

PASSED AND APPROVED this 12th day of February, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney
PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

McCLELLAND CONSULTING ENGINEERS, INC.

for

SPRING CREEK TRAIL EXTENSION

2018 MUNICIPAL BOND PROGRAM

PROJECT NO. ________

THIS AGREEMENT, made and entered into this _____ day of ____________, 2019, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, and McCLELLAND Consulting Engineers, Inc., hereinafter referred to as the "ENGINEER", party of the second part.

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

The project includes the extension of Spring Creek Trail for approximately 2,100 linear feet from the existing western end of Spring Creek Trail west to 40th Street, including an at-grade crossing of the roadway and associated drainage improvements. The project design scope will include topographical and geotechnical investigations, trail design, vehicular and pedestrian pavement markings and signage and franchise utility coordination as needed. See Exhibits 1-3 for project information.

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

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

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

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

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.

1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars ($10,000.00). These provisions shall be binding upon each subcontractor or vendor.

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

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

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

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

ENGINEER: McClelland Consulting engineers, Inc.
1810 N. College Ave
Fayetteville, AR 72703
P.O. Box 1229
Fayetteville, AR 72702

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.

Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.

Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials
available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

ARTICLE II
SCOPE OF SERVICES

Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment “A”, which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.

Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY’s requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment “B”.

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III
ADDITIONAL SERVICES

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment “A” to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment “C”.

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment “C” and assist the CITY in obtaining such data and services.
ARTICLE IV
RELATIONSHIP OF THE PARTIES

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

ARTICLE V
RESPONSIBILITIES OF THE CITY

Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.

Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.

Sec. 5.2. The CITY shall provide criteria and information as to CITY’s requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.

Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.

Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER’s disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.

Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.

Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.

Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.

ARTICLE VI
INSURANCE

Sec. 6.0. The ENGINEER shall carry Public Liability Insurance in at least the amounts specified below and shall deliver Certificates of Insurance from carriers acceptable to the CITY specifying satisfaction of such limits prior to commencing work under this AGREEMENT. In addition, the insurer must agree to give the CITY 30 days notice of any modification or cancellation of coverage.

Sec. 6.1. Workmen's Compensation and Employer's Liability

Coverage A - Statutory Requirements
Coverage B - $100,000 Per Occurrence
Coverage C - $100,000/$100,000 Accident and/or Disease
All States Endorsement

Sec. 6.2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage.

Limits of Liability:

Bodily Injury $1,000,000 each occurrence
Property Damage $1,000,000 each occurrence

OR

Single Limit: $2,000,000 each occurrence
Bodily Injury
Property Damage
Sec. 6.3. Comprehensive General Liability

Limits of Liability:

Bodily Injury $1,000,000 each occurrence
Property Damage $1,000,000 each occurrence

OR

Single Limit: $2,000,000 each occurrence

Bodily Injury
Property Damage

a. Completed Operation/Products
b. Contractual Liability for Specified Agreement
c. Personal Injury
d. Medical Malpractice

Sec. 6.4. Excess Liability Umbrella Form

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

Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total $2,000,000 per occurrence.

Sec 6.5. Professional Liability

Limits of Liability:

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

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

ARTICLE VII
INDEMNIFICATION AND LIABILITY

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

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

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

ARTICLE VIII
COMPENSATION

Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment “D”.

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment “D” represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER’S invoice.

Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX
USE OF DOCUMENTS

Sec 9.0. All documents including drawings and specifications prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY’s sole risk and without liability or legal exposure to ENGINEER.

Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

ARTICLE X
OPINIONS OF PROBABLE COST

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

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

ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS

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

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

ARTICLE XII
TERMINATION

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

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

12.0-2. An opportunity for consultation and 30-day cure period with the terminating party prior to termination.
Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

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

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

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

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

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

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

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

ARTICLE XIII
PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of $500.00 for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").
Sec. 13.1 Contract Time shall begin on the date of written Notice to Proceed. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 days of receipt of deliverables required for each phase and the City will provide a written notice of acceptance. If the deliverables submitted are in compliance with the requirements of the Scope of Services, The ENGINEER may proceed to the next design phase. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER. The ENGINEER may not proceed to the next design phase until a complete submittal that complies with contract requirements is provided.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.
IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

CITY OF SPRINGDALE, ARKANSAS

By: ____________________________

_Honorable Doug Sprouse, Mayor
Title
Attest

Denise Pearce, City Clerk
Title

McCLELLAND CONSULTING ENGINEERS, INC.

By: ____________________________

Title
Attest

Title
ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS

SPRING CREEK TRAIL EXTENSION

(PROJECT)

PROJECT NO. ______

1) **Scope of Project**

**PROJECT DESCRIPTION:**

a) The project includes;

   i) extension of Spring Creek Trail for approximately 2,100 linear feet; 12' width concrete, multi-use trail beginning at the current west end of Spring Creek Trail located adjacent to the Springdale Wastewater Treatment Facility, running west and terminating on the western side of 40th Street.

   ii) associated storm drainage design,

   iii) at-grade roadway crossing at 40th Street

b) Perform investigation of franchise utility facilities and recommend appropriate utility relocations, as needed.

c) Coordinate with relevant regulatory agencies (FEMA and others) to resolve any environmental issues and obtain permits.

d) Provide related design services including but not limited to topographic and utility surveys, geotechnical, environmental, and easement acquisition documents.

2) **Engineering Services**

The Scope of Engineering Services of the ENGINEER as described in the Agreement are further defined and described hereinafter in Section 3 through Section 12 inclusive. Other services requested by the CITY shall be considered additional services and shall be negotiated either as an amendment to this agreement or by way of a separate agreement. Should the CITY elect to bid the project in multiple phases the ENGINEER shall advise the CITY as to additional costs that will be incurred as a result of making changes to the project documentation to enable such. An amendment to this agreement shall be
submitted to the CITY for approval prior to work commencing.

3) **Topographic Surveys**

   a) Establish survey control with a suitable number of monuments based on the characteristics of the project site. Survey control shall be established on the State Plane Coordinate System.

   b) Locate all structures, streets, driveways, storm drains, trees larger than 6 inches in diameter, and other features on subject property located within 25 feet of each side of proposed street centerline, and any additional areas, features, or structures necessary to complete project design as determined by the ENGINEER.

   c) Cross section centerline at 50-foot intervals, plus breaks, for a width of 50 feet to define existing conditions.

   d) Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes, and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.)

   e) Set temporary bench marks on each site.

   f) All surveys shall be performed to a minimum of third order accuracy.

4) **Utility Surveys and Coordination**

   a) Request location and size of existing overhead and underground utilities from the utility companies.

   b) Field locate known, marked and/or observable utilities within the project area.

   c) Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the City.

   d) Using utility field survey data, show existing utilities on plans.

   e) Submit a half-size copy of the plans at each plan development phase. Attend meetings as necessary with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. ENGINEER will arrange all meetings with utility companies.

   f) Review franchise utility adjustment plans and costs with CITY to determine most feasible combination of construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY to accommodate utility
relocations, including identification of utility easements on plans.

5) **Geotechnical Investigations**

a. Due to wooded/thickly vegetated nature of the planned trail alignment, it is recommended that the geotechnical investigation not be performed prior to the trail design. The relevant clearing needed for the investigation would be very similar to that associated with the clearing for construction. It is not a feasible option and is not required in order to obtain sufficient subgrade recommendations for budgeting, design and construction.

b. It is recommended that an allowance of three feet of select fill material is carried through the project design and budgeting phases. This dimension is based on previous, similar projects and investigations in the area. It also accounts for potential cut related to the excavation of tree roots and other alluvial/sedimentary elements of the project area.

c. After construction-related clearing has taken place, the ENGINEER shall perform geotechnical investigations in accordance with AASHTO, ArDOT, and CITY criteria.

d. Perform test pits along the project length to confirm the adequacy, or lack thereof, of the requirement of three feet of select fill material.

e. Analyze the data, and prepare a geotechnical report for the Project including final recommendations for site grading and subgrade conditions.

6) **Conceptual Design Phase (30%)**

Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1-inch equals 50 feet or larger and vertical scale to be 1-inch equals 5 feet. Plans and data shall include the following information:

a. Survey data, existing improvements, boring locations, bench marks and horizontal control, and existing and proposed right-of-way.

b. Locations of proposed structures, facilities, and amenities along with profile grades where appropriate (i.e. trails and/or sidewalks).

c. Top of bank lines, toe of slope lines, and cross sections of any proposed drainage channels.

d. Drainage information on concept plans shall include approximate location, size and type of major structures.
7) **Preliminary Design Phase (60%)**

a. Prepare drawings on CITY standard sheet templates showing all existing facilities. Horizontal scale of drawings to be 1-inch equals 100 feet or larger and vertical scale to be 1-inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:

   i. Draft preliminary notes on plans to fully describe the construction work to be performed.

   ii. Provide list of Engineer-developed details to be incorporated into plans.

   iii. Prepare preliminary storm water and erosion control plans.

   iv. Prepare draft copy of special provisions (special conditions) to the construction specifications.

   v. Prepare preliminary cost estimates for project construction.

c. Provide written response to design review comments provided by CITY.

8) **Easement Document Preparation**

a. Easement document preparation shall not begin before review and approval of the 60% complete (preliminary) plans.

b. Prepare individual easement documents as necessary. This may include right-of-way, drainage, utility or temporary construction easements. Drawing and legal descriptions shall be on letter size paper.

c. Easement document shall include title, parcel number, CITY project number, tract number (if applicable), property description, description of easement, and whatever else necessary for a legal easement.

d. Easement drawing shall include the entire applicable property, easement(s), bearings and distances, scale and north arrow. Scale shall be such as to provide a legible, easily discernable drawing.

e. The CITY shall make all contact with the individual property owners for the actual acquisition of easement and its execution thereof.

f. One electronic copy of the drawing and description shall be provided. Electronic drawing shall be provided as a PDF.
9) **Final Design Phase (90%)**

a. Prepare final design calculations, plans, profiles, details, typical sections, cross sections, and other items. All plan sheets are to use CITY standard sheet templates.

b. Prepare construction details which depict all typical items utilizing the CITY format and standard detail drawings where applicable.

c. Prepare final special provisions (special conditions) to the construction contract for items not included in the CITY Standard Construction Specifications.

d. Calculate construction quantities in accordance with the CITY standard construction specifications and format and submit copy of calculations.

e. Provide construction bid proposal form in accordance with CITY format.

f. Recommend construction contract time.

g. Prepare complete construction specifications using City standard documents as available.

h. Prepare opinions of probable costs.

k. Prepare written response to design review comments provided by CITY.

l. Prepare a Storm Water Pollution Prevention Plan (SWPPP). According to ADEQ requirements, complete SWPPP application, for submittal, either, by the City to ADEQ, or for small acreage, permitting by the City. Plan details shall provide Contractor with necessary details to maintain a SWPPP.

10) **Bid/Award Phase**

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

11) **Construction Phase Services**

During the construction phase of work, the Engineer will accomplish the following:

a. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
b. Perform survey consisting of the establishment of control points for construction purposes.

12) Project Deliverables
   a. One PDF copy of the Geotechnical Report.
   b. One PDF copy of the hydraulic modeling calculations and drainage design.
   c. One PDF copy of the Concept Plans, design report and cost estimates.
   d. One PDF copy of the Preliminary Plans, design report, cost estimates and other supporting documents.
   e. One PDF copy of applicable sheets of the Concept, Preliminary, and Final Plans to each potentially affected utility company.
   f. One PDF copy of the Final Plans, Specifications, design report, cost estimates and other supporting documents.
   g. One PDF copy of the revised Final Plans and Specifications (Bid Set), design report, cost estimates and other supporting documents.
   h. One full size and one half-size copy of the Construction Plans to the City.
   i. One PDF copy of the executed contract, and two copies of the construction specifications, including addenda.
   j. Three paper copies of the Construction Plans & Specifications to the Contractor.
   k. One PDF copy of the easement plans and acquisition documents.
   l. One PDF copy of the Geotechnical Report (see Item in this attachment)
   m. Electronic files as requested.

13) General
   a. All street construction, if required, shall follow the guidelines described in the City of Springdale Street Design Standards.
   b. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, line types, fonts, etc. shall conform to the standard templates.
   c. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets.
One set of reproducible plans will be provided for right-of-way. In addition, provide preliminary and final plans on computer disk in a PDF format.

d. Record drawings shall be provided in PDF format in addition to the reproducible drawings.

c. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.

d. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment “B”.

g. The ENGINEER should anticipate a 5-business day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.

h. The plans, specifications, and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
Exhibit #2 - Water and Sanitary Sewer Locations
ATTACHMENT “B”

SCHEDULE

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION

(PROJECT)
PROJECT NO. ________

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

- Surveys – Topo and Utility: March 06, 2019
- Conceptual Design: April 10, 2019
- Preliminary Design: May 30, 2019
- ROW & Easement Acquisition Documents: July 17, 2019
- Final Design/Bid Documents: July 17, 2019
ATTACHMENT “C”

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
SPRING STREET TRAIL EXTENSION

(PROJECT)
PROJECT NO. ________

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

- No performance of work other than that required by Attachment “A” is included in or authorized by this contract.
ATTACHMENT “D”

COMPENSATION

PROFESSIONAL SERVICES AGREEMENT

CITY OF SPRINGDALE, ARKANSAS
SPRING CREEK TRAIL EXTENSION

(PROJECT)
PROJECT NO. ________

• CITY shall pay ENGINEER for Basic Services and Reimbursable Expenses rendered an amount not exceeding $51,275.00.

• Basic Services: Payment by CITY shall be based on Services performed and expenses incurred during preceding billing period and shall be based on the ENGINEER’s Hourly Rate Schedule included as part of the Agreement and, as revised on an annual basis. Under runs for one pay category may be used to offset overruns in another category as long as the “Amount Not Exceeding” is not exceeded. Billing periods included on each statement will cover approximately one month of work. Statements will set forth the following: hours worked by each labor level, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

Basic Design Services:

- Design Phase $30,000.00

Surveying & Property Documents:

- Topographic Surveys $12,500.00
- ROW & Easements, Boundary Resolution $5,000.00

Geotechnical Investigations: $3,500.00

Total Design Related Services Fee $51,000.00
• CITY shall pay ENGINEER the actual cost of Reimbursable Expenses incurred in connection with Basic and Additional Services. The estimated amount of Reimbursable Expenses to be incurred in connection with Basic Services is:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>WACO Title Searches</td>
<td>$125</td>
</tr>
<tr>
<td>Utility Locates</td>
<td>$150</td>
</tr>
<tr>
<td><strong>Subtotal, Reimbursable Expenses</strong></td>
<td><strong>$275.00</strong></td>
</tr>
</tbody>
</table>
2018
McCLELLAND CONSULTING ENGINEERS, INC.
*STANDARD HOURLY RATES
As of January 1, 2018

ChiefDraftsman $95 - $110
Clerical $45 - $75
Construction Observer $70 - $130
Draftsman $65 - $95
Environmental Scientist/Designer $105 - $120
Geotech Engineer $90 - $130
HR/Payroll Admin $75-$100
Landscape Architect $90 - $130
Media Specialist $80 - $100
Principal $160 - $230
Project Accountant $70 - $145
Project Designer $70 - $140
Project Engineer $120 - $175
Project Manager $120 - $200
Registered Land Surveyor $95 - $140
Soils Lab Technician $50 - $70
Specification Writer $50 - $75
Sr. Project Manager $140 - $240
Survey (2 man or Robotic) Crew $115 - $160
Survey (3 man) Crew $135 - $180
Survey Field (1 Man or Rodman) $45 - $95
Survey GPS $75 - $130
Survey Technician $65 - $95
Water Lab Supervisor $70 - $85
Expenses @ Cost
Mileage 57.5/mi

*Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.
RESOLUTION NO. ____________

A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE
TO PARTNER WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION
FOR THE FOLLOWING PROJECT:

Job 012007, Randall Wobbe Lane - Hwy. 264 (Springdale) (S)

WHEREAS, the City of Springdale and the Arkansas Department of Transportation have identified a need for improvements to Highway 265 between Randall Wobbe Lane and Highway 264; and

WHEREAS, the chosen alignment for the project will re-route Highway 265 to the west of its existing location at the completion of Job 012007; and

WHEREAS, the Department is performing pavement improvements on Highway 265 between Randall Wobbe Lane and Highway 264 under Job 012285, Hwy. 412 - Hwy. 264 (S); and

WHEREAS, Old Wire Road between Highway 264 and the connection of the future bypass, as shown on Exhibit A, will temporarily become a part of the State Highway System upon completion of Job 090373, Hwy. 264 - Pleasant Grove Rd. (S); and

WHEREAS, the City of Springdale agrees to take ownership and responsibility of the bypassed portions of existing Highway 265 and Old Wire Road within the Springdale city limits upon substantial completion of Job 012007.

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

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

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

SECTION III: The City of Springdale pledges its full support and hereby requests that the Arkansas Department of Transportation initiate action to implement these changes.

THIS RESOLUTION adopted this ______ day of ____________, ______.

__________________________
Doug Sprouse
Mayor

ATTEST: ________________________
(SEAL)
December 8, 2017

Re: Job 012007
Randall Wobbe Lane - Hwy. 264 (Springdale) (S)
Benton and Washington Counties

Dear Mayor Sprouse:

The referenced project will realign Highway 265 between Randall Wobbe Lane and Highway 264. Once this project is complete, the Department will add the new portion of roadway to the State Highway System as Highway 265.

Additionally, pavement improvements are underway along portions of existing Highway 265 between Highway 412 and Highway 254 which will increase the service life of this portion of roadway.

The Department requests that the City of Springdale accept ownership of the bypassed portion of existing Highway 265 within the Springdale city limits upon completion of the subject project. To accept ownership of this portion of existing Highway 265, your City Council must adopt a resolution (sample enclosed) agreeing to do so.

If you have any questions, please contact Jared Wiley, Division Engineer - Program Management, at (501) 569-2262.

Sincerely,

Kevin Thornton
Assistant Chief Engineer – Planning

Enclosure

c: Deputy Director and Chief Operating Officer
   Deputy Director and Chief Engineer
   Assistant Chief Engineer – Operations
   Program Management
   System Information and Research
   Transportation Planning and Policy
   Districts 4 & 9
   Job 012007 ‘C’ File
   Job 012285 ‘C’ File
   Job 090373 ‘C’ File
RESOLUTION NO. ________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LEASE AGREEMENT WITH NEXT LEVEL BASEBALL ACADEMY, LLC, ON PROPERTY OWNED BY THE CITY OF SPRINGDALE.

WHEREAS, the City owns property located in Washington County, Arkansas, more commonly known as 1906 Cambridge Avenue, Springdale, Arkansas ("the Property");

WHEREAS, prior to the City acquiring the Property, Next Level Baseball Academy, LLC, was leasing a portion of the Property;

WHEREAS, Next Level Baseball Academy, LLC, wishes to continue its use of the Property until its activities have been concluded on the Property;

WHEREAS, the City of Springdale wishes to enter into a lease agreement with Next Level Baseball Academy, LLC, to memorialize the terms of their use of the Property, to expire on June 30, 2019;

WHEREAS, Next Level Baseball Academy, LLC, wishes to enter into the Lease Agreement attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are authorized to execute the Lease Agreement, attached as Exhibit "A" hereto, with Next Level Baseball Academy, LLC.

PASSED AND APPROVED this ______ day of ________________, 2019.

______________________________
Doug Sprouse, Mayor

ATTEST:

______________________________
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

______________________________
Ernest B. Cate, CITY ATTORNEY
LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the City of Springdale, Arkansas, hereinafter referred to as “Lessor,” and Next Level Baseball Academy, LLC, hereinafter referred to as “Lessee.”

WITNESSETH:

1. Lease of Premises. Lessor, in accordance with the terms and provisions more specifically contained herein, and the covenants and agreement to be performed by Lessee, does hereby let, lease and demise unto Lessee a portion of the following described premises situate in Springdale, Washington County, Arkansas, to wit:

   A structure commonly known as 1906 Cambridge Avenue, Springdale, and more specifically: four (4) cage areas downstairs, 1 "infield" area, 1/2 of the east "infield" area, and a small office area downstairs, which are currently in use by Lessee ("the Premises").

2. Term. To have and to hold the Premises beginning on the 15th day of January, 2019, and ending at the close of business on the 30th day of June, 2019, subject to the termination and default provisions contained herein.

3. Rent. In consideration for Lessee’s use and enjoyment of the Premises, Lessee agrees and covenants to use the Premises as provided herein, and shall pay monthly rent of $4,090.00, which shall be due and payable on the 1st day of each month of the Term of this Lease. Provided, however, Lessee shall pay pro-rated rent for the month of January, 2019, in the amount of $2,045.00. Rent for the month of February and the prorated rent for the month of January in the total amount of $6,135.00 is due upon signing of the lease.

4. Use of Premises. Lessee shall abide by all regulations, and building management decisions made by Lessor. Lessee shall abide by the following hours of operation: 3:00 p.m. to 10:00 p.m. Monday through Friday, 9:00 a.m. to 5:00 p.m. on Saturday, and 1:00 p.m. to 7:00 p.m. on Sunday. Lessee’s use of the Premises shall be limited to those conducted by, or directly related to, Next Level Baseball Academy, LLC. On the mornings of Saturday February 2 and February 9, the premises may be used for lacrosse.

5. Assignment and Subletting. On the mornings of Saturday February 2 and February 9, the premises may be used for lacrosse. Otherwise, Lessee shall not assign this Lease Agreement, nor shall Lessee have the right to sublet the Premises, or any portion thereof, to any other person, organization, or entity.

6. Damages to the Premises. Lessee shall be responsible for all damages caused to the Premises due to, or associated with, its use of the Premises, other than ordinary use, wear and tear, and shall be responsible for taking any and all action to remedy such violations, at Lessee’s cost. Lessee further agrees to hold Lessor harmless for any violations or damages which transpire or are committed as a result of, or associated with, Lessee’s use of the Premises.
The parties further agree that a violation of this provision will constitute a breach of this Agreement, and that Lessor shall at its option, declare this Agreement null and void and Lessee shall return possession of the Premises back to Lessor upon demand.

7. **Taxes/Licenses.** Lessee shall be responsible for paying any taxes on any personal property Lessee owns on the Premises, and shall be responsible for obtaining all city permits and licenses which may be required for Lessee's use of the Premises.

8. **Improvements.** All fixtures in place at the signing of this Lease Agreement or added during the term of this Lease Agreement shall be considered part of the premises and Lessor's property.

9. **Insurance.** Lessor shall provide the requisite insurance on the structure on the Premises, but Lessee shall be responsible for any insurance on any of Lessee's personal property kept at the Premises. Lessee shall at all times herein maintain a public liability insurance policy with coverage limits of $1,000,000.

10. **Hold Harmless and Indemnity.** Lessee agrees to hold Lessor harmless for any damages caused by, or arising from, Lessee's use and possession of the Premises, and further agrees to indemnify Lessor in the event any claim for damages is brought against Lessor as a result of, or arising from, Lessee's use and possession of the Premises. This Agreement is in no way intended to waive the sovereign immunity of Lessor.

11. **Destruction of Improvements.** It is mutually agreed that in the event that any of the improvements located on the Premises should be damaged by fire, windstorm, tornado, or other casualty to the extent that such Premises cannot be repaired, and put in condition for their intended use within 90 days from the happening of any of the casualties described above, then the Lessor or Lessee shall have the option to declare this Agreement terminated and at an end, and in that event neither of the parties hereto shall have any further liability under such Agreement.

12. **Covenant Against Liens.** Lessee shall not, by its acts, permit to exist any lien upon the Premises, unless such lien or claim of lien is contested by Lessee, and in such event such contest shall be prosecuted to a final conclusion as speedily as possible, and Lessee shall save and hold harmless Lessor against any and all losses and costs which may necessarily be incurred by Lessor by reason of such lien, and after final determination of such contest, Lessee shall fully pay and discharge any judgment resulting from such contest. Nothing in this Agreement shall be construed as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, or other person or firm for the performance of any labor, services or materials for use on the Premises or any part thereof, and notice is hereby given that Lessor shall not be liable for any such labor, services or materials furnished to Lessee, nor shall any such liens affect the interest of Lessor in and to the Premises.

13. **Default.** In the event Lessee fails to comply with the terms and provisions herein as same relate to the Premises, Lessor shall declare Lessee in default. In the event Lessor shall elect to take possession of the Premises as permitted under this paragraph, Lessor shall be
entitled to such possession without being guilty in any manner of trespass, and Lessee agrees to deliver possession immediately upon demand to Lessor.

14. **Waiver.** Failure of Lessor or Lessee to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver by Lessor or Lessee at any time, expressed or implied, of any breach of any provisions of this lease or a consent to any subsequent breach of the same or any other provision.

15. **Notices.** All notices to be given by the parties hereunder shall be addressed to the party to receive such notice, with postage prepaid, mailed via U.S. Certified Mail, Return Receipt Requested, to the following:

   **LESSOR:**
   City of Springdale Mayor’s Office
   201 N. Spring Street
   Springdale, AR 72764

   **LESSEE:**
   Next Level Baseball Academy, LLC
   c/o Mark Dossett
   Kutak Rock LLP
   234 E. Millsap Rd., Ste. 200
   Fayetteville, AR 72702

   The parties hereto may change the above address by notification to the other in writing, as above required.

16. **Binding Agreement.** This agreement shall inure to the benefit and be binding upon the respective parties.

17. **Full Agreement.** The parties acknowledge this Agreement to be their complete and full agreement in regard to the Premises, and neither is relying upon any oral representations not made in this document.

**IN WITNESS WHEREOF,** the party identified as Lessee has set its hand and seal the day and year written opposite his respective signature, and Lessor has caused this Agreement to be signed by the person who represents that he has the authority to bind Lessor to this Agreement on the day and year written opposite their respective signatures.

   **LESSEE:**
   Next Level Baseball Academy, LLC

   Date
   ____________________________

   By: _________________________

ErnestCa/2019Misc/NextLevelLease
LESSOR:
City of Springdale, Arkansas

BY: _____________________________
   Doug Sprouse, Mayor

Date

______________________________

BY: _____________________________
   Denise Pearce, City Clerk

Date
ACKNOWLEDGMENT

STATE OF ARKANSAS )
)SS
COUNTY OF WASHINGTON )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, personally known to me to be the person subscribing to the foregoing document, and who stated to me that he had executed the same for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of ____________, 20__.

My Commission Expires:

__________________________  ________________________

Notary Public
STATE OF ARKANSAS                            )
COUNTY OF WASHINGTON                         )

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Doug Sprouse, Mayor of the City of Springdale, Arkansas, personally known to me to be the person subscribing to the foregoing document, and who stated to me that he had executed the same for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of ___________________, 20__.

My Commission Expires:

___________________________________________
Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS                            )
COUNTY OF WASHINGTON                         )SS

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Denise Pearce, City Clerk of the City of Springdale, Arkansas, personally known to me to be the person subscribing to the foregoing document, and who stated to me that she had executed the same for the purposes and considerations therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of ___________________, 20__.

My Commission Expires:

___________________________________________
Notary Public
RESOLUTION NO. ______

A RESOLUTION SETTING A HEARING DATE ON A PETITION TO VACATE A PORTION OF CLEVELAND STREET.

WHEREAS, 617 E. Emma, LLC, has petitioned for the abandonment of a portion of a dedicated public street, more commonly known as Cleveland Street between East Meadow Avenue and East Emma Avenue, described as follows:

ALL OF LOT ONE, BLOCK ONE OF PICNIC ADDITION TO THE CITY OF SPRINGDALE, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, INCLUDING THAT PORTION OF A 12 FEET ALLEY WAY PREVIOUSLY VACATED IN ORDINANCE NO. 278, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTY (30) NORTH; THENCE ALONG THE SOUTH LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 36, N87°46'39"W A DISTANCE OF 821.81 FEET; THENCE LEAVING SAID SOUTH LINE, S02°16'26"W A DISTANCE OF 7.63 FEET TO THE SOUTH RIGHT OF WAY LINE OF E. EMMA AVENUE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, N84°57'47"W A DISTANCE OF 68.42 FEET TO THE POINT OF BEGINNING OF SAID LOT 1 OF PICNIC ADDITION; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG THE EAST LINE OF LOT 1, S01°49'42"W A DISTANCE OF 146.54 FEET TO THE SOUTH LINE OF SAID LOT 1, BEING THE SOUTH LINE OF THE NORTH HALF OF SAID VACATED ALLEY WAY, PREVIOUSLY VACATED IN ORDINANCE NO. 278; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID VACATED ALLEY WAY, N87°02'17"W A DISTANCE OF 34.01 FEET; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 1, N01°49'42"E A DISTANCE OF 147.78 FEET TO THE SOUTH RIGHT OF WAY LINE OF E. EMMA AVENUE; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID RIGHT OF WAY LINE, S84°57'47"E A DISTANCE OF 34.05 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES (5003 SQUARE FEET), MORE OR LESS.

WHEREAS, the City Council for the City of Springdale, Arkansas, finds that a hearing date should be set on the petition pursuant to Ark. Code Ann. §14-301-301, et seq.;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that March 12, 2019, at 6:00 p.m. be set as the date and time for the City Council to hear the petition; that the City Clerk shall give notice of the date and time, as required by law.

PASSED AND APPROVED this ______ day of February, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

ErnestB/2019/RICO/vacCleveland
Ernest Cate  
Springdale City Attorney  
201 Spring St.  
Springdale, AR 72764

Re: 617 East Emma vacation of right-of-way

Dear Ernest,

Pursuant to our previous communications, please consider this a formal request for the vacation of the Cleveland Street right-of-way situated across the property we recently acquired at 617 E. Emma in Springdale. For your convenience, I have attached a copy of the survey, as well as the legal description of the Cleveland Street right-of-way.

Please let me know if there are any costs associated with this request or if you need additional information.

Thank you for your help.

Sincerely,

617 East Emma LLC  

By:  
Kenneth Hall, Manager