

**CITY OF SPRINGDALE**  
**Committee Agenda**  
**Monday, May 15<sup>th</sup>, 2023**  
**Tiered Training Room (2<sup>nd</sup> Floor)**  
**201 Spring Street, Springdale, AR 72764**  
**Meetings begin at 5:30p.m.**

**Community Development Block Grant Program by Chairman Rex Bailey**

1. **A Resolution** adopting and approving the Consolidation Plan for 2023-2028 and the 2023 Action Plan for the Community Development Block Grant Program. Presented by Dean Allen, Community Development Block Grant Program Manager. **Pgs. 1-19**

**Finance Committee by Chairwoman Amelia Williams**

2. **A Resolution** authorizing payment of an invoice for the Har-Ber Avenue Extension Project (Project No. 18BPS12). Presented by Colby Fulfer, Chief of Staff. **Pgs. 20-21**
3. **A Resolution** of intent regarding the Bond Improvement Projects. Presented by Colby Fulfer, Chief of Staff. **Pgs. 22-23**
4. **A Resolution** authorizing the purchase of Traffic Detection Program software and equipment; to waive competitive bidding, and for other purposes. Presented by James Smith, Public Works Director. **Pgs. 24-28**
5. **A Resolution** authorizing the expenditure of funds to acquire portions of land from TJ Homes, LLC., for the Don Tyson Parkway Project (HWY 112 to 56<sup>th</sup> Street), Project No. CP1518. Presented by Ernest Cate, City Attorney. **Pgs. 29-37**

**Parks and Recreation Committee by Chairman Mike Lawson**

6. **A Resolution** to appropriate funds for Architectural Design Services for renovations at the Springdale Parks and Recreation facility. Presented by Chad Wolf, Parks and Recreation director. **Pgs. 38-53**

## **Police and Fire Committee by Chairman Brian Powell**

7. **A Resolution** to appropriate funds for equipment for the Springdale Fire Department. Presented by Michael Bronner, Assistant Chief of Operations for the Springdale Fire Department. Pgs. 54-58
8. **A Resolution** to appropriate funds for the Springdale Fire Department and to waive competitive bidding. Presented by Jim Vaughan, Assistant Fire Chief. Pgs. 59-62

## **Committee of the Whole**

9. **A Discussion** on possible street name change. Presented by Councilwoman Amelia Williams.

RESOLUTION NO: \_\_\_\_\_

**A RESOLUTION ADOPTING AND APPROVING THE  
CONSOLIDATION PLAN 2023-2028 AND THE 2023  
ACTION PLAN FOR THE COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM.**

**WHEREAS**, in accordance with the guidelines established by the Department of Housing & Urban Development for the Community Development Block Grant Program, the Consolidation Plan (5- Year) and the 2023 Program Year Action Plan was developed, a copy of which is attached and made a part of the resolution; and

**WHEREAS**, a first public meeting was held on January 16, 2023 and the first committee meeting was held on May 15, 2023.

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

1. That the 2023 Program Year Action Plan for use of Community Development Block Grant Program Funds, and the Consolidation Plan a copy of which is attached and made a part as though set out herein word or word, is approved and authorized for submission to the United States Department of Housing and Urban Development on June 1, 2023.
2. That Mayor Doug Sprouse is hereby designated as the authorized official to execute all documents pertaining to the Community Development Block Grant Program.

PASSED AND APPROVED this 23th day of May, 2023

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



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# Community Development Block Grant Program



# The CDBG Program



## Where the funds go?

Program Administration- up to 20%

Public Services- Up to 15%

Public Facility- depending on project

Housing Rehabilitation- no maximum allowance

The fiscal year approach to funding:

- Program Admin- 10%
- Public Services -13.6%
- Public Facility- 30%- Miracle League Resurfacing
- Housing Rehabilitation- 46.4%

# Public Service



Between January 1 and February 1 of the fiscal year, applications are accepted.

Environmental assessment will be conducted- usually exempt due to no construction work being done.

- Must be in the City of Springdale
- Must be Non-profit
- Audits will be turned in every 3 months
- Audits need to have the following
  - Name or identifier
  - Amount used and check number, if possible
  - Race and age (if possible head of household)
  - Number of family member in home
  - Income, either low to moderate income
  - What the funds are used for



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# **Community Development Block Grant Program Consolidation Plan- 5 year Plan**

# Consolidated Plan



## **What is the Consolidated Plan?**

The City is looking at \$4,349,315 from HUD in the next 5 years (\$869,863 x5). This number will likely change from year to year and this will be changed in the HUD program.

The goal is to preserve the older housing stock, in doing this at least 80% of the grant will go to housing rehabilitation.

# Consolidated Plan



## What is the Consolidated Plan?

The four main objectives for the Con Plan is:

- Housing Rehabilitation- no maximum amount
- Public Service- Max 15%
- Program Administration- up to 20%- using 10%
- Public Facility- depends on project requirements

During the developmental stage of the Con Plan, HUD requires us to hire a separate consulting firm to perform the Fair Housing Act report, or Articles of Impediments.

# Consolidated Plan



## Articles of Impediments

### **There are 7 Impediments that will be addressed:**

These are the Impediments that were found during the process with J-Quad Planning Group, an independent consultant.

- Increase resources for affordable housing development,
- De-concentration of poverty, race/ethnicity, public and assisted housing (R-ECAP)
- Limited development subsidies,
- Housing affordability and insufficient income, and cost burden.
- Limited housing resources to assist lower income, elderly and disabled homeowners, maintain homes and enhance neighborhood stability.
- Expand supply of affordable housing, housing choice and access to financing.
- Special needs housing, regulations and services, socio-economic, banking, finance, regulatory, policy



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# **Community Development Block Grant Program Action Plan**

# Action Plan



## 2023 Action Plan

Our goal has been and always will be to preserve the older housing stock.

- Housing Rehabilitation Program- it is still taking around 30-60 days to complete a rehab due to the supply demand for materials.
- We have multiple houses in various stages of work
- We have eleven homeowners on the waiting list



# Action Plan



## Summary of the Housing Rehabilitation Program

- For the fiscal year 2020-2021, we have spent \$622,413 on 40 homes, this would average out \$15,560.32 per single-family dwelling. This affected 142 family members.
- At this time, we are spending fiscal year 22 funds now.
- We do have a Public Facility project coming up, this is the Bridge crossing Spring Creek project to Dean's Trail.

# Action Plan



**Before**



# Action Plan

**Before**





# Action Plan



**After**



# Action Plan



**After**



# Action Plan



## What is upcoming with the program

Public Facilities Project: Miracle League resurfacing-  
\$273,617.38

*These funds will come out of FY21 Funds*

Bridge from the Spring Creak Development to Dean's Trail-  
\$250,000

*These funds will come out of FY22 Funds*

*An update on the Miracle League:*

*Material was ordered, material should be here around June 12, 2023. Work should take about 15 days to complete.*

# Action Plan



## FY23 Non-Profit applicants

Feed the 479 asking \$15,000

Bread of Life asking \$24,000

VFW Aux asking \$15,000

Hydration for Life asking \$7,300

Compassion House asking- \$24,000

CASA of NWA asking \$10,000

NWA Continuum of Care asking \$8,600

Community Clinic asking- \$12,000

RootED NWA asking- \$24,000

Total Amount asking: \$139,900 (16%)

# Action Plan



## **FY23 Non-Profit applicants**

Since the Asking amount is over the 15% maximum, The City Council will need to approve the disbursement of funds to the non-profits.

- One recommendation is to subtract \$1,046.78 from each of the non-profits that submitted their application.
- Another recommendation is to eliminate \$9,421 from one of the non-profit organizations to meet the requires maximum allowance of 15%

This is what one of the recommended disbursements would look like:



# Action Plan



## FY23 Non-Profit applicants

Feed the 479 - \$13,953.22

Bread of Life - \$22,953.22

VFW Aux - \$13,953.22

Hydration for Life - \$6,253.22

Compassion House - \$22,953.22

CASA of NWA - \$8,953.22

NWA Continuum of Care - \$7,553.22

Community Clinic - \$10,953.22

RootED NWA- \$22,953.22

Total Amount asking: \$130,478.98 (14.9%)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING PAYMENT OF AN  
INVOICE FOR THE HARBER AVENUE EXTENSION  
PROJECT (PROJECT NO. 18BPS12).**

**WHEREAS**, Section 2-158 of the Code of Ordinances of the City of Springdale, Arkansas, requires City Council approval before paying any bill which exceeds \$1,000,000.00;

**WHEREAS**, the City has contracted with Crossland Heavy Contractors, Inc., for the construction of the Harber Avenue Extension Project (Project No. 18BPS12); and,

**WHEREAS**, the City has received an invoice for \$1,124,599.70 from Crossland Heavy Contractors, Inc., for construction expenses for the Project for April 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are authorized to pay Crossland Heavy Contractors, Inc., \$1,124,599.70 with funds from the 2018 Street Bond fund.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



# MONTHLY INVOICE PREPARED BY GARVER

PROJECT NAME: Har-Ber Avenue Extension - 40th Street to Gutensohn INVOICE NUMBER: 11

OWNER: City of Springdale  
201 Spring Street  
Springdale, AR 72764 FROM: 04/01/23  
TO: 04/30/23

ORIGINAL: Crossland Heavy Contractors, Inc.  
501 S. East Avenue  
Columbus, KS 66725 GARVER PROJECT NUMBER: 1804-7150

CONTRACT DATE: April 28, 2022 CONTRACT COMPLETION DATE: 06/15/23

DATE WORK BEGAN: 06/21/22

SUBSTANTIAL COMPLETION:

CONTRACT AMOUNT: CONSTRUCTION TIME:

ORIGINAL:	\$	11,386,350.15	ALLOTTED:	360	Calendar Days
CHANGE ORDERS:	\$	(1,400,655.30)	SUSPENDED:		Calendar Days
REVISED:	\$	9,985,694.85	USED:	314	Calendar Days

72% of Contract Amount Used To-date

87% of Contract Time Used To-Date

Weather Time Added This Invoice 1  
Other Delays Claimed This Invoice 0

Total Weather Time To Date 1  
Total Other Delays To Date 0

## CERTIFICATION, RECOMMENDATION, & APPROVAL

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) all contract labor standards requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work; and (5) the quantities shown on the attached Unit Price Schedule reflect the quantities complete at the closing date of this invoice period.

Certified By:  
CONTRACTOR: Crossland Heavy Contractors, Inc.

By: Jason Necessary

Date: 05/05/2023

Recommended By:  
ENGINEER: Garver

By: Sam Young

Date: Digitally Signed 05/05/2023

Approval for Payment By:  
OWNER: City of Springdale

Approved By: Ryan L

Date: 5-8-23

Total Amount of Work Done	\$ 7,236,322.85
Plus Materials Stored	\$ -
TOTAL	\$ 7,236,322.85
Less Retainage (5% of Total Amount of Work Done)	\$ 361,816.14
Difference	\$ 6,874,506.71
Less Previous Payments	\$ 5,749,907.01
AMOUNT DUE ON CONTRACT THIS INVOICE	\$ 1,124,599.70

**RESOLUTION NO.\_\_\_\_\_**

**A RESOLUTION OF INTENT REGARDING THE  
BOND IMPROVEMENT PROJECTS**

**WHEREAS**, the City of Springdale, Arkansas (the "City") proposes to undertake senior center projects to be financed with proceeds of sales and use tax bonds that were approved by the voters at the special election held May 9, 2023, in the maximum principal amount of \$16,250,000, and

**WHEREAS**, the City proposes to undertake park and recreational improvement projects to be financed with proceeds of sales and use tax bonds that were approved by the voters at the special election held May 9, 2023, in the maximum principal amount of \$16,250,000, and

**WHEREAS**, the City proposes to undertake fire department projects to be financed with proceeds of sales and use tax bonds that were approved by the voters at the special election held May 9, 2023, in the maximum principal amount of \$7,750,000, and

**WHEREAS**, the City proposes to undertake street improvement projects to be financed with the proceeds of sales and use tax bonds that were approved by the voters at the special election held May 9, 2023, in the maximum principal amount of \$135,000,000, and

**WHEREAS**, the purpose of this Resolution is for the City to declare its "official intent" for the reimbursement of certain expenditures from the proceeds of the sales and use tax bonds approved by the voters at the special election held May 9, 2023 (the “bonds”), within the meaning of Regulation No. 1.150-2 promulgated by the United States Treasury Department (the "Regulation").

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

**Section 1:** The City hereby expresses its official intent under the Regulation to advance up to the project amounts shown below from the City's General Fund balances to pay the capital costs of the projects prior to the issuance of the Bonds and to reimburse itself from Bond proceeds for such expenditures.

<u>Projects</u>	<u>Amounts</u>
Senior Center	\$900,000
Parks and Recreational	\$300,000
Fire Department	\$500,000
Streets	\$1,000,000

**Section 2:** Proceeds of the Bonds will be applied to reimburse the City for any capital expenditures related to the projects made before the Bonds are issued within eighteen (18) months after the later of (a) the date of the expenditure

or (b) the date on which the particular project is placed in service and, in any event, within three (3) years after the date of the expenditure.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of May, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC DETECTION PROGRAM SOFTWARE AND EQUIPMENT; TO WAIVE COMPETITIVE BIDDING, AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Springdale, Arkansas, is in need of traffic monitoring, detection, and reporting technology to better assist in the flow and safety of traffic within the City;

**WHEREAS**, Miovision Technologies, Inc., is the owner and sole source provider of TrafficLink, a remote corridor monitoring, detection, and reporting system which will meet the City’s traffic needs as stated herein;

**WHEREAS**, the TrafficLink program is reasonably priced, is considered the state of the art in this type of software, and is the exclusive provider of this type of software; and

**WHEREAS**, the 2023 Budget of the City of Springdale contemplated the purchase and implementation of this program, and the costs thereof were included in the 2023 Budget of the Public Works Department;

**WHEREAS**, the City Council finds that the TrafficLink system would be beneficial to those using the public streets of the City;

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

**Section 1:** That the Mayor is hereby authorized to enter into an agreement with Miovision Technologies, Inc., for the purchase and implementation of the TrafficLink program for the Public Works Department, in an amount not to exceed \$153,120.00, to be paid from the 2023 Budget of the Public Works Department.

**Section 2:** That competitive bidding is not deemed feasible or practical because of the exceptional situation previously set out herein and therefore competitive bidding is hereby waived under Ark. Code Ann. §14-58-104.

**PASSED AND APPROVED** this \_\_\_\_\_ day of May, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

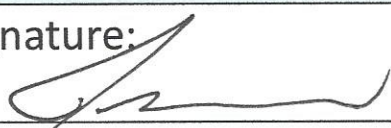
\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY





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## DEPARTMENT FUNDING REQUEST

Department: <u>Public Works</u>		Date: <u>4-26-2023</u>
Point of Contact: <u>James Smith</u>	Amount Requested: <u>\$ 153,120.</u>	
Date to be Presented to Committee: <u>5 / 15 / 2023</u>		
Brief Description of Funding Request: <u>AI Moi-Vision Traffic detection - 10</u>		
Funding Source: (General Fund, Special Fund, etc.)		
<b>IS IT BUDGETED?</b>		
<b>YES <input checked="" type="checkbox"/></b>	<b>NO <input type="checkbox"/></b>	
<b>\$0 - \$34,999</b> No Council approval needed	<input type="checkbox"/> \$0 - \$4,999	
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source	<input type="checkbox"/> \$5,000 - \$34,999 Requires <b>3</b> Quotes	
Signature: 	<input type="checkbox"/> \$35,000+ Requires Bid	
Please attach supplemental information	Request to waive bidding? <input type="checkbox"/> Buy Board <input checked="" type="checkbox"/> Sole Source	



April 18, 2023

**Delivered Via Email to: kreither@springdalear.gov**

Springdale Public Works Department  
269 E. Randall Wobbe Ln.  
Springdale AR, 72764

**Attention: Kurt Reither, Traffic Superintendent**

Dear Mr. Reither,

Miovision Technologies Incorporated ("Miovision") is the owner of Miovision TrafficLink™ ("TrafficLink"), a remote corridor monitoring, detection, and reporting technology.

TrafficLink is unique in that it provides government agencies with all the elements required for remote corridor monitoring, detection, and continuous turning movement count data collection in a single solution package from one vendor.

Further to your request, this letter is provided to you to confirm that as of the date hereof, Pinkley Sales Company is Miovision's sole approved distributor of TrafficLink hardware in the State of Arkansas. However, please note that Miovision may change its distributors in its sole discretion from time to time and without a requirement to notify you.

Should you have any questions, please contact the undersigned.

Kind Regards,

**MIOVISION TECHNOLOGIES INCORPORATED**

Per:

DocuSigned by:  
  
C280962881DB405...  
Jared Gillespie  
Senior Legal Counsel



May 12th, 2022

Marty Pinkley  
Pinkley Sales Company  
344 West Hefner Road  
Oklahoma City, OK 73114

To Whom it May Concern:

Please find this letter as confirmation that Pinkley Sales Company is the sole, exclusive distributor of our TrafficLink products in the state of Arkansas.

With warmest regards,

Michael

Michael W. Harvard  
Enterprise Executive for Sales  
Miovision  
865-324-4710



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO ACQUIRE PORTIONS OF LAND FROM TJ HOMES, LLC., FOR THE DON TYSON PARKWAY PROJECT (HWY 112 TO 56<sup>TH</sup> STREET), PROJECT NO. CP1518.**

**WHEREAS**, the City of Springdale is in need of acquiring portions of land for the Don Tyson Parkway Project (Hwy 112 to 56<sup>th</sup> Street), Project No. CP1518, Tract 17 and Tract 18, said lands being owned by TJ Homes, LLC;

**WHEREAS**, the City of Springdale has determined by appraisal that the sum of \$108,900.00 (\$55,200.00 for Tract 17 and \$53,700.00 for Tract 18) is the estimated just compensation for the property needed from TJ Homes, LLC;

**WHEREAS**, the property owner has extended a counter-offer that the City pay the total sum of \$122,000.00 to acquire the lands needed for the project, said amount being justified by the nature of these properties, and the increase in property values;

**WHEREAS**, it is the recommendation of the City Attorney and the Mayor's Office that the City Council approve the additional sum of \$13,100.00 to acquire the property needed from TJ Homes, LLC, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of acquiring this property by eminent domain proceedings;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the City is hereby authorized to acquire a portion of land for the Don Tyson Parkway Project (Hwy 112 to 56<sup>th</sup> Street), Project No. CP1518, Tract 17 and Tract 18, said lands being owned by TJ Homes, LLC, the total sum of \$122,000.00 to be paid from the general fund.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY

**APPRAISAL REPORT**

ON

THE TJ HOMES, LLC PROPERTY,  
(0.69± ACRE/30,000± SQUARE FEET);  
LOCATED AT 5824 DEARING ROAD,  
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY.

ARDOT JOB 040717 – F.A.P STPU-9399(23)  
TRACT: 17

**FOR**

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

AND

CITY OF SPRINGDALE  
SPRINGDALE, AR

**BY**

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

FILE NO. 6582-17

**AS OF**

OCTOBER 11, 2022



# *Reed & Associates, Inc.*

## *Real Estate Appraisers – Consultants*

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 \* 479-521-6313 \* Fax: 479-521-6315 \* [www.reedappraisal.biz](http://www.reedappraisal.biz)*

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

October 13, 2022

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

RE: Tract 17 – TJ Homes, LLC (0.69± Acre/30,000± Square Feet);  
Located At 5824 Dearing Road, Springdale, Arkansas; Washington  
County.

Dear Mr. Peters:

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

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

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

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 5,734± square feet (SF), or .13± acre (AC) in right-of-way acquisition (ROW), 2,000± SF, or .05± AC in permanent utility easement (PUE), and 1,000± SF, or .02± AC in temporary construction easement (TCE) as of October 11, 2022, and, the market value of the Remainder Property after the acquisition of 5,734± square feet (SF), or .13± acre (AC) in ROW, 2,000± SF, or .05± AC in PUE, and 1,000± SF, or .02± AC in TCE is in place, also as of October 11, 2022.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of October 11, 2022, was as follows:

Whole Property	=	\$252,000
Remainder Property	=	<u>\$198,400</u>
Subtotal	=	\$ 53,600
Plus: Temporary Construction Easement	=	<u>\$ 1,600</u>
Damage To Market Value - - -	=	\$ 55,200

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

**The following Extraordinary Assumptions are utilized in this report:**

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

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

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

A Hypothetical Condition of this appraisal is that the Don Tyson Parkway Extension project is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Don Tyson Parkway Extension project was not complete and in place as of October 11, 2022. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

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

USPAP states the following under Sections Rule 1-4 (f): “When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.” This appraisal is prepared in conformity to the provisions of the “Uniform Act” and its implementing regulation 49 CFR Part 24. The 49 CFR Part 24 regulation requires appraisers to disregard any decrease or increase in the market value of the property that has been caused directly by the project

in the "Before Acquisition Value" appraisal. This is considered a Jurisdictional Exception. In addition, General Benefits as a result of the project have not been considered in the valuation of the Remainder Property based on 49 CFR Part 24. Considering USPAP Standards Rule 1-4 (f), this is also considered a Jurisdictional Exception.

Sincerely,



Shannon Reed Mueller, CG2302  
REED & ASSOCIATES, INC.





# APPRAISAL REPORT

ON

THE TJ HOMES, LLC PROPERTY,  
(0.69± ACRE/30,000± SQUARE FEET);  
LOCATED AT 5794 DEARING ROAD,  
SPRINGDALE, ARKANSAS; WASHINGTON COUNTY.

ARDOT JOB 040717 – F.A.P STPU-9399(23)  
TRACT: 18

FOR

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

AND

CITY OF SPRINGDALE  
SPRINGDALE, AR

BY

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

FILE NO. 6582-18

AS OF

OCTOBER 11, 2022



# *Reed & Associates, Inc.*

## *Real Estate Appraisers – Consultants*

*3739 N. Steele Blvd., Suite 322, Fayetteville, AR 72703 \* 479-521-6313 \* Fax: 479-521-6315 \* [www.reedappraisal.biz](http://www.reedappraisal.biz)*

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

October 13, 2022

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

RE: Tract 18 – The TJ Homes, LLC Property, (0.69± Acre/30,000± Square Feet); Located At 5794 Dearing Road, Springdale, Arkansas; Washington County.

Dear Mr. Peters:

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

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

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

This report addresses: the market value of the Whole Property prior to the City of Springdale acquiring 5,736± square feet (SF), or .13± acre (AC) in right-of-way acquisition (ROW), 2,000± SF, or .05± AC in permanent utility easement (PUE), and 1,000± SF, or .02± AC in temporary construction easement (TCE) as of October 11, 2022, and, the market value of the Remainder Property after the acquisition of 5,736± square feet (SF), or .13± acre (AC) in ROW, 2,000± SF, or .05± AC in PUE, and 1,000± SF, or .02± AC in TCE is in place, also as of October 11, 2022.

Based on an analysis of relevant data, and contingent on the Assumptions and Limiting Conditions which follow and appear in the Addenda Section of this report, it is my opinion the market value of the subject property, as of October 11, 2022, was as follows:

Whole Property	=	\$250,500
Remainder Property	=	<u>\$198,400</u>
Subtotal	=	\$ 52,100
Plus: Temporary Construction Easement	=	<u>\$ 1,600</u>
Damage To Market Value - - -	=	\$ 53,700

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

**The following Extraordinary Assumptions are utilized in this report:**

- 1. Subject land sizes, Whole Property and Remainder Property, is approximately as indicated;**
- 2. The area of acquisitions are approximately as indicated;**
- 3. The City of Springdale, at their expense, will put the land area located within the permanent utility easement, and temporary construction easement areas back to as near original condition as possible;**
- 4. Subject will have adequate ingress/egress to/from Dearing Road;**
- 5. Subject and adjacent properties are in compliance with all applicable EPA regulations.**

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

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

A Hypothetical Condition of this appraisal is that the Don Tyson Parkway Extension project is complete and in place as of the effective date of this report in estimating the market value of the Remainder Property. In reality, the Don Tyson Parkway Extension project was not complete and in place as of October 11, 2022. If this Hypothetical Condition is not considered, the estimated market value of the Remainder Property could be influenced.

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

USPAP states the following under Sections Rule 1-4 (f): “When analyzing anticipated public or private improvements, located on or off the site, an appraiser must analyze the effect on value, if any, of such anticipated improvements to the extent they are reflected in market actions.” This appraisal is prepared in conformity to the provisions of the “Uniform Act” and its implementing regulation 49 CFR Part 24. The 49 CFR Part 24 regulation requires appraisers to disregard any decrease or increase in the market value of the property that has been caused directly by the project

in the "Before Acquisition Value" appraisal. This is considered a Jurisdictional Exception. In addition, General Benefits as a result of the project have not been considered in the valuation of the Remainder Property based on 49 CFR Part 24. Considering USPAP Standards Rule 1-4 (f), this is also considered a Jurisdictional Exception.

Sincerely,



Shannon Reed Mueller, CG2302  
REED & ASSOCIATES, INC.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROPRIATE FUNDS FOR  
ARCHITECTURAL DESIGN SERVICES FOR  
RENOVATIONS AT THE SPRINGDALE PARKS AND  
RECREATION FACILITY**

**WHEREAS**, the Springdale Parks and Recreation Department would like to renovate the first floor of the Springdale Parks and Recreation facility, and

**WHEREAS**, the Springdale Parks and Recreation Department has received a quote from Hight Jackson Associates in the amount of \$25,750.00 for renovations, and

**WHEREAS**, the Springdale Parks and Recreation Department is requesting to appropriate funds from the city’s General Fund in the amount of \$25,750.00 for this project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that funds in the amount of \$25,750.00 be appropriated out of the city’s General Fund, to be paid to Hight Jackson Associates for the renovation of the first floor at the Springdale Parks and Recreation facility.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of May, 2023.

\_\_\_\_\_  
Doug Sprouse, MAYOR

ATTEST:

\_\_\_\_\_  
Denise Pearce, CITY CLERK

APPROVED:

\_\_\_\_\_  
Ernest B. Cate, CITY ATTORNEY



# AIA® Document B104® – 2017

## ***Standard Abbreviated Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the Ninth day of May in the year Two Thousand Twenty-three  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Springdale  
201 Spring Street  
Springdale, AR 72764

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

Hight Jackson Associates PA  
5201 W. Village Parkway, Suite 300  
Rogers, AR 72758

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

City of Springdale Parks & Recreation Building Partial Remodel  
1906 Cambridge Street  
Springdale, AR 72762

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

Refer to the attached Proposal Letter dated April 19, 2023

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Two Million Dollars (\$2,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate

.2 Automobile Liability

One Million Dollars (\$1,000,000)

.3 Workers' Compensation

One Million Dollars (\$1,000,000)

.4 Professional Liability

One Million Dollars (\$1,000,000), Two Million Dollars (\$2,000,000)

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.



§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

### § 3.4 Construction Phase Services

#### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

None at this time

*(Paragraphs deleted)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

*(Paragraph deleted)*

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

Init.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.3 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

*(Paragraphs deleted)*

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall

be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.



§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:  
(Check the appropriate box.)

☒ [ X ] Litigation in a court of competent jurisdiction in Washington County, AR

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

(Paragraphs deleted)

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional



credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Twenty-five Thousand, Seven Hundred Fifty Dollars & no/100 (\$25,750.00)

- .2 Percentage Basis  
(Insert percentage value)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent ( 20 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (	30	%)
Construction Documents	Forty-five	percent (	45	%)
Phase				
Construction Phase	Twenty-five	percent (	25	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to the attached Hourly Rate Sheet

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 authorized out-of-town travel and subsistence;
- .2 , dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Other similar Project-related expenditures.

*(Paragraph deleted)*

#### § 11.9 Payments to the Architect

##### § 11.9.1 Initial Payment

An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

##### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

National Prime Rate

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

None at this time

Init.

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User Notes:

(895956018)

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## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Other documents:

*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

Proposal Letter dated April 19, 2023

Hourly Rate Sheet

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

City of Springdale, AR

Hight Jackson Associates PA

\_\_\_\_\_  
OWNER (Signature)

Doug Sprouse, Mayor  
*(Printed name and title)*

  
\_\_\_\_\_  
ARCHITECT (Signature)

Brian T. Jackson, President  
*(Printed name, title, and license number, if required)*

April 19, 2023

City of Springdale  
Mayor Doug Sprouse

Re: City of Springdale Parks and Recreation Building Partial Remodel

Dear Mayor Sprouse,

This letter serves as a proposal to perform Architectural Design Services for the proposed partial remodel of the first floor at the Springdale Parks and Recreation Building. It is anticipated that this scope of work will include the following:

- Renovate front desk area to be larger with built-in cabinetry with power
- Reconfiguring existing classrooms and office
- Renovate and reconfigure existing weight area
- Renovate and reconfigure existing restrooms and locker rooms
- Add new bleachers to replace existing bleachers
- Explore replacing existing Basketball goals with electric retractable goals
- Develop overall Masterplan of Facility

Our services will include producing Construction Drawings and Specifications that define the scope of work and Construction Administration services as needed through the completion of the project. Our services include Mechanical, Electric, & Plumbing Engineering. Hight Jackson proposes to perform these services for a Lump Sum Fee of \$25,750. Estimated printing, postage, review fees, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Mark Haguewood or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B104-2017 to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,



Brian Jackson, President  
Hight.Jackson.Associates

January 1, 2023

## HOURLY RATE SCHEDULE

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Architect Principal	\$180.00 / hour
Engineer Principal	\$180.00 / hour
Project Manager	\$140.00 / hour
Architect 1 ( <i>more than 10 years</i> )	\$150.00 / hour
Architect 2 ( <i>more than 5, but less than 10 years</i> )	\$130.00 / hour
Architect 3 ( <i>less than 5 years</i> )	\$120.00 / hour
Intern Architect 1 ( <i>more than 5 years</i> )	\$100.00 / hour
Intern Architect 2 ( <i>less than 5 years</i> )	\$85.00 / hour
Interior Designer 1	\$95.00 / hour
Interior Designer 2	\$75.00 / hour
Office Administrator	\$80.00 / hour
Secretary 1	\$60.00 / hour
Secretary 2	\$50.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROPRIATE FUNDS FOR  
EQUIPMENT FOR THE SPRINGDALE FIRE  
DEPARTMENT**

**WHEREAS**, the Springdale Fire Department is requesting 22 iPads and cases for Apparatus and Ambulances, and

**WHEREAS**, iPads are a heavily used and mission critical piece of equipment; used for CAD/AVL dispatch, EMS Reporting and in-field inspections/preplans, and

**WHEREAS**, many of their current iPads are at end-of-life cycle and need to be replaced, which will also replace 1/2 of their currently deployed devices, and

**WHEREAS**, the iPads and cases will be paid for out of Act 833 Funds with a total not to exceed \$28,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that** the Springdale City Council hereby appropriates up to \$28,000 of funds from Act 833 Funds to purchase 22 iPads and cases for Apparatus and Ambulances.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of May, 2023

.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk


APPROVED AS TO FORM

\_\_\_\_\_  
Ernest B. Cate, City Attorney





# DEPARTMENT FUNDING REQUEST

Department: Fire Department		Date: 05/09/2023
Point of Contact: Michael Bronner	Amount Requested: \$ 28,000.00	
Date to be Presented to Committee: <u>05 / 15 / 20 23</u>		
<b>Brief Description of Funding Request:</b> Purchase of 22 iPads & cases for Fire Apparatus and Ambulances. iPads are a heavily used and mission critical piece of equipment; used for CAD/AVL dispatch, EMS Reporting and in-field inspections/preplans. Many of our current iPads are at end of life cycle and need to be replaced. The 22 iPads will replace 1/2 of our currently deployed devices and a budget replacement schedule would be included in future operating budgets.		
Funding Source: (General Fund, Special Fund, etc.) SPECIAL: ACT 833		
<b>IS IT BUDGETED?</b>		
<b>YES <input type="checkbox"/></b>		<b>NO <input checked="" type="checkbox"/></b>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input checked="" type="checkbox"/> \$5,000 - \$34,999 Requires <b>3</b> Quotes
Signature: 		<input type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source

# Compare and Save on our latest devices.

**NASPO MA 152 - Q1 2023; 2 yr term**

 <p>Galaxy Tab S8+ 5G in Graphite Your price: \$999.99 Full retail price: \$1099.99</p>	 <p>iPad Air 2022 256GB in Blue Your price: \$799.99 Full retail price: \$899.99</p>	 <p>iPad Air 2022 256GB in Pink Your price: \$799.99 Full retail price: \$899.99</p>	 <p>iPad Air 2022 256GB in Purple Your price: \$799.99 Full retail price: \$899.99</p>	 <p>iPad Air 2022 256GB in Space Gray Your price: \$799.99 Full retail price: \$899.99</p>
 <p>iPad Air 2022 256GB in Starlight Your price: \$799.99 Full retail price: \$899.99</p>	 <p>iPad Air 2022 64GB in Blue Your price: \$649.99 Full retail price: \$749.99</p>	 <p>iPad Air 2022 64GB in Pink Your price: \$649.99 Full retail price: \$749.99</p>	 <p>iPad Air 2022 64GB in Purple Your price: \$649.99 Full retail price: \$749.99</p>	 <p>iPad Air 2022 64GB in Space Gray Your price: \$649.99 Full retail price: \$749.99</p>
 <p>iPad Air 2022 64GB in Starlight Your price: \$649.99 Full retail price: \$749.99</p>	 <p>11-inch Apple iPad Pro (2021) 128GB in Silver Your price: \$899.99 Full retail price: \$999.99</p>	 <p>11-inch Apple iPad Pro (2021) 128GB in Space Gray Your price: \$899.99 Full retail price: \$999.99</p>	 <p>11-inch Apple iPad Pro (2021) 1TB in Silver Your price: \$1599.99 Full retail price: \$1699.99</p>	 <p>11-inch Apple iPad Pro (2021) 1TB in Space Gray Your price: \$1599.99 Full retail price: \$1699.99</p>












New 2-yr line term req'd per device..



Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. New, 2-year agreement required for each device. Limited to Corporate Liable regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 24 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. To the extent that Verizon Wireless provides wireless products to your agency, such products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

# Compare and Save on our latest devices.

**NASPO MA 152 - Q1 2023; 2 yr term**

 <p>11-inch Apple iPad Pro (2021) 256GB in Silver Your price: \$999.99 Full retail price: \$1099.99</p>	 <p>11-inch Apple iPad Pro (2021) 256GB in Space Gray Your price: \$999.99 Full retail price: \$1099.99</p>	 <p>11-inch Apple iPad Pro (2021) 2TB in Silver Your price: \$1999.99 Full retail price: \$2099.99</p>	 <p>11-inch Apple iPad Pro (2021) 2TB in Space Gray Your price: \$1999.99 Full retail price: \$2099.99</p>	 <p>11-inch Apple iPad Pro (2021) 512GB in Silver Your price: \$1199.99 Full retail price: \$1299.99</p>
 <p>11-inch Apple iPad Pro (2021) 512GB in Space Gray Your price: \$1199.99 Full retail price: \$1299.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 128GB in Silver Your price: \$1199.99 Full retail price: \$1299.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 128GB in Space Gray Your price: \$1199.99 Full retail price: \$1299.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 1TB in Silver Your price: \$1899.99 Full retail price: \$1999.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 1TB in Space Gray Your price: \$1899.99 Full retail price: \$1999.99</p>
 <p>12.9-inch Apple iPad Pro (2021) 256GB in Silver Your price: \$1299.99 Full retail price: \$1399.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 256GB in Space Gray Your price: \$1299.99 Full retail price: \$1399.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 2TB in Silver Your price: \$2299.99 Full retail price: \$2399.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 2TB in Space Gray Your price: \$2299.99 Full retail price: \$2399.99</p>	 <p>12.9-inch Apple iPad Pro (2021) 512GB in Silver Your price: \$1499.99 Full retail price: \$1599.99</p>

New 2-yr line term req'd per device..



Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. New, 2-year agreement required for each device. Limited to Corporate Liable regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 24 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. To the extent that Verizon Wireless provides wireless products to your agency, such products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

iPad Model	Qty	Price	Total
11- Inch iPad Pro 256 GB	18	\$999.99	\$17,999.82
iPad Air 2022 256GB	4	\$799.99	\$3,199.96
Otterbox Defender for iPad Pro	18	\$89.95	\$1,619.10
Otterbox Defender for iPad Air	4	\$89.95	\$359.80

<b>Sub-Total</b>	\$23,178.68
<b>Tax</b>	\$2,317.87
<b>Total</b>	<b>\$25,496.55</b>

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROPRIATE FUNDS FOR  
EQUIPMENT FOR THE SPRINGDALE FIRE  
DEPARTMENT AND TO WAIVE COMPETITIVE  
BIDDING**

**WHEREAS**, the Springdale Fire Department is requesting new automated external defibrillators (AEDs), and

**WHEREAS**, the current AEDs are at end of life and are no longer supported by the manufacturer, nor are replacement supplies available, and

**WHEREAS**, the new AEDs will be purchased through TIPS, the Inter-local Purchasing System in the amount of \$39,510.00, and

**WHEREAS**, the equipment is a sole source item and available on the state buy board, and

**WHEREAS**, the city council has determined that it is not feasible or practical to follow the procedures of taking competitive bids as described in Arkansas Code 14-58-303, and

**WHEREAS**, Arkansas Code 14-58-303 states, “The governing body by resolution may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

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

**Section 1.** This Council finds that due to the specific needs of the Fire Department, it is not feasible or practical to use competitive bidding for the equipment and is here by waived for an amount of \$39,510.00.

**Section 2.** City Council hereby appropriates \$39,510.00 of funds from the Act 833 Fund for this project.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of May, 2023

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\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Ernest B. Cate, City Attorney



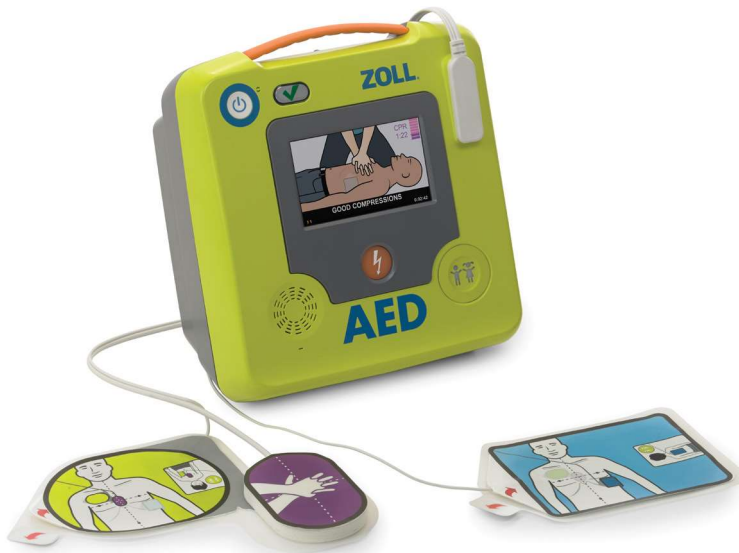
## DEPARTMENT FUNDING REQUEST

Department: Fire Department		Date: 05/10/23
Point of Contact: Jim Vaughan	Amount Requested: \$ 39,510.00	
Date to be Presented to Committee: <u>05 / 15 / 2023</u>		
Brief Description of Funding Request: Our current AEDs are at end of life and are no longer supported by the manufacturer, nor are replacement supplies available. We have also added additional units to our fleet that do not currently have an AED available to them. Additionally, the pricing we have obtained is below the contract price through TIPS, The Inter-local Purchasing System.		
Funding Source: (General Fund, Special Fund, etc.) Act 833		
<b>IS IT BUDGETED?</b>		
<b>YES <input type="checkbox"/></b>		<b>NO <input checked="" type="checkbox"/></b>
\$0 - \$34,999 No Council approval needed		<input type="checkbox"/> \$0 - \$4,999
Request to waive bidding? <input type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source		<input type="checkbox"/> \$5,000 - \$34,999 Requires 3 Quotes
Signature: <i>Jim Vaughan</i>		<input checked="" type="checkbox"/> \$35,000+ Requires Bid
Please attach supplemental information		Request to waive bidding? <input checked="" type="checkbox"/> Buy Board <input type="checkbox"/> Sole Source



# ZOLL® AED 3®

The ZOLL® AED 3® defibrillator was developed based on extensive usability testing with hundreds of trained and untrained users. It was clear from these studies that users wanted three basic things: an AED that gives better support for rescuers by being easy to use, easy to own and easy to maintain.



## FEATURES AND BENEFITS

- Easy to navigate large color LCD screen
- Simple to operate with clear one-touch buttons
- Real CPR Help® guides rescuers in delivering high-quality CPR consistent with current guidelines
- Enhanced bar gauge lets rescuers see when they are doing quality CPR





## Quotation

**Cintas First Aid & Safety**

David Lester  
Sales Rep  
225 Grant Pl Suite D  
Lowell, AR  
479-871-3889  
Fax #: (501) 803-0119  
TIPS #210304

**Prepared For: Springdale Fire Department**

Blake Holte  
417 Holcolmb  
Springdale, AR 72765

Date: 5/10/2023  
Quote Expires: 6/9/2023

Product Number	Product Description	Unit Price	Quantity	Extended Price
4003z	ZOLL 3 AED-AUTOMATIC / EA	\$2,000.00	18	\$36,000.00

Sales Tax \$3,510.00

**Subtotal \$39,510.00**

*Pending applicable tax*

Not an Invoice. Quote Valid for 30 days.

Signature\_\_\_\_\_

Customer hereby agrees to purchase all of the items listed above in the noted quantities and at the listed prices. Customer will not be invoiced until the items are delivered and will be subject to the usual payment terms.  
Provided quantities do not exceed those agreed upon, if any products are held in Cintas inventory longer than 90 days, customer agrees to immediately accept and pay for those goods.