

**CITY OF SPRINGDALE**  
**Committee Agendas**  
**Monday, April 20th, 2015**  
**Multipurpose Room #236**  
**City Administration Building**  
**Meetings begin at 5:30 p.m.**

**Ordinance Committee by Chairman Mike Overton:**

1. **A Discussion** pertaining to the City of Springdale Sign Ordinance. Presented by Chairman Mike Overton
2. **A Discussion** regarding Code Enforcement. Presented by: Chairman Mike Overton (2)
3. **A Discussion and Ordinance** amending Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas and for other purposes. (Concerning opaque fences). Presented by: Chairman Mike Overton. (3-5)
4. **An Ordinance** amending Chapter 114-56(a) and 114-57(b) of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. (Pertaining to commercial vehicles not being parked or stored on certain properties/ adding box truck to the definition of a commercial vehicle.) Presented by Ernest Cate, City Attorney. (6-10)

**Health, Sanitation & Property Maintenance Committee by Chairman Jim Reed:**

5. **An Ordinance** amending chapter 102-5 of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. (Pertaining to solid waste, trash, and bulky waste). Presented by: Chairperson Kathy Jaycox (11-12)

**Parks & Recreation Committee by Chairman Mike Lawson:**

6. **A Proposal** from the Trails Committee to adopt an "Adopt a Trail Program" and creating Ambassadors for Springdale Trails Programs. Presented by: Chris Wiser
7. **A Discussion** concerning trail clean up by local Scout Troops at the Rabbit's Foot Lodge. Presented by: Chairman Mike Lawson.

**Committee of the Whole**

8. **A Resolution** establishing a procedure for the selection and appointment to a board or commission in the City of Springdale, Arkansas. Presented by: Chairperson Kathy Jaycox (13)

**Street & CIP Committee by Chairman Rick Evans:**

9. **A Discussion** pertaining to a proposal from USI Consulting Engineers for the Huntsville Road Reconstruction. Presented by Sam Goade, Street and Public Facilities Director and Brad Baldwin, Director of Engineering. (14-28)

**Finance Committee by Chairman Eric Ford:**

10. **A Discussion** regarding the agreement between the City of Springdale and the Springdale Chamber of Commerce. Presented by: Ernest Cate, City Attorney. (29-34)

Sec. 26-30. - License required for each place of business.

Any person having more than one place of business within the city shall obtain a license for each business location.

(Code 1973, § 19-3; Ord. No. 3995, § 1, 11-28-06)

That which is underlined is added and that which is stricken through is deleted.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ARTICLE 6,  
SECTION 3.3 OF THE ZONING ORDINANCE OF  
THE CITY OF SPRINGDALE, ARKANSAS AND  
FOR OTHER PURPOSES.**

**WHEREAS**, Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, currently contains regulations pertaining to Use Unit 22 (automotive services) and Use Unit 41 (automobile sales);

**WHEREAS**, Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended to allow long-established businesses to be exempt from the screening requirements contained in Article 6, Section 3.3(4) of the Zoning Ordinance of the City of Springdale, Arkansas;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas; and

**WHEREAS**, a public hearing was held before the Springdale Planning Commission on \_\_\_\_\_, 2015, after notice was given of said hearing as required by law.

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

**Section 1:** Article 6, Section 3.3 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

**3.3 Use Unit 22 (Automotive Services) and Use Unit 41 (Automobile Sales).** In any zoning district where permitted, a Use Unit 22 (Automotive Services) and Use Unit 41 (Automobile Sales) shall be subject to:

1. The regulations set forth in subsection 3.6 of this article for drive-in facilities;
2. All of the lot used for the parking of vehicles, or for the storage and display of merchandise, shall be paved with a sealed surface pavement and maintained in such a manner that no dust will be produced by continued use;
3. All servicing of vehicles and assembly of equipment carried on as an incidental part of these use units shall be conducted within a completely enclosed building or in a service bay that is located at least twenty-five (25) feet from a street right-of-way

line and fifty (50) feet from any lot line of an agricultural or residential district;

4. No automobile, article, or material stored or offered for sale in connection with these use units shall be stored or displayed outside the confines of the building unless it is so screened by a permanent opaque screening fence or wall so that it cannot be seen from an adjoining lot. The following screening and display criteria shall apply:
  - a. Except as provided in use unit 43: Automobile sale— Damaged vehicles, any automobile, truck, tractor, mobile home, boat or motorcycle sales areas are not required to screen fully assembled merchandise that is ready for sale.
  - b. No permanent open display will be permitted on sidewalks, or public right-of-way.
  - c. There shall be no open display of any kind whatsoever in the first twenty (20) feet of the required front setback.
5. All property must be designed and at all times maintained to allow emergency vehicles to respond and to navigate the property;
6. Parked vehicles must be able to egress from a parked position without impediment; and
7. Vehicles parked in designated services lanes are exempt from supplemental regulation #6 above during normal business hours.

Except for regulation #2, the provisions herein shall be applicable to all existing Use Unit 22 and Use Unit 41 uses in the City of Springdale as of the date of passage of this amendment, regardless of zoning district, ~~with full compliance of these regulations by December 31, 2014.~~ The screening requirements of regulation #4 shall not apply to: 1) any business that has had a business license with the City of Springdale for at least ten (10) continuous years prior to the passage of this amendment; or 2) any licensed business which has obtained the written consent of all adjacent property owners agreeing that no such screening will be installed. Provided, however, that the requirements of Chapter 56 would still apply.

**Section 2:** All other provisions of Article 6 of the Zoning Ordinance of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

**Section 3: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

That which is underlined is added.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 114-56(a) and 114-57(b) OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Chapter 114-56(a) of the Code of Ordinances of the City of Springdale, Arkansas, provides that commercial vehicles shall not be parked or stored on certain properties in the City of Springdale;

**WHEREAS**, Chapter 114-57(b) contains the definition of "commercial vehicle", which needs to be update to include "box trucks";

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Sections 114-56(a) and 114-57(b) of the Code of Ordinances of the City of Springdale, Arkansas, be amended to include box trucks within the definition of commercial vehicle.

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

**Section 1:** Section 114-56(a) of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

(a) *Commercial vehicle.* No commercial vehicle (as defined in section 114-57~~8~~) shall be parked or stored in any residentially zoned district of the city, or in any platted subdivision zoned agricultural on lots less than one acre in size, as shown on the official zoning map, and shall not be parked or stored in the street right-of-way.

**Section 2:** Section 114-57(b) of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

(b) For purposes of sections 114-56, 114-57, and 114-58, ~~and 114-59~~ the following definitions shall apply:

*All-terrain vehicle* shall mean every three-wheeled, four-wheeled, or six-wheeled vehicle 75 inches or less in width, equipped with low pressure tires designed primarily for off-road recreational use, and having an engine displacement of no more than 1,000 cubic centimeters. The term "all-terrain vehicle" shall not include any golf cart, riding lawnmower, or lawn or garden tractor.

*Boat* shall mean all types of watercraft, whether registered, unregistered, licensed or unlicensed. The term boat shall include any wheeled trailer or other device on which such boat is or may be kept, stored, or transported, whether registered or unregistered, licensed or unlicensed.

*Commercial vehicle* means a vehicle that has any of the following characteristics: (1) has a gross vehicle weight, gross vehicle weight rating, gross combination weight, or gross combination weight rating of 20,001 pounds or more or (2) backhoes, bulldozers or other wheeled or tracked vehicles used in construction or (3) regardless of weight, is used in the transportation of waste or hazardous or noxious materials such as but not limited to a garbage truck, pump-out truck, chemical truck, gasoline truck or fuel oil truck, or (4) a "box truck", which includes any truck with a cuboid-shaped fully enclosed cargo area. However, commercial vehicle does not include a recreational vehicle as defined herein.

*Front yard area* shall mean the area between the plane of the front elevation of the main portion of a dwelling unit extending to the side property lines and the front property line abutting the street, including the driveway.

That which is underlined is added.

*Motor vehicle* means a self-propelled device that is required under the laws of the State of Arkansas to be licensed in order to be operated upon the public roadways, but does not include recreational vehicles as defined herein.

*Park, when prohibited*, means the standing of a vehicle whether occupied or not, otherwise than temporarily for the purpose of or actually engaged in loading or unloading.

*Paved* shall mean a surface paved or covered with a constructed surface of concrete, asphalt, or similar materials, but excluding debris, to establish a permanent surface for the parking storage, or placement of any boat, recreational vehicle, or utility trailer.

*Recreational vehicle* shall mean any unit primarily designed as a living quarters for recreation, camping, or travel use which either contains its own motive power as in the case of, but not limited to, motor homes, motor coaches, mini-motor homes, or recreational vans or is permanently mounted on a vehicle such as a truck camper or pickup camper.

*Residential lot* shall mean a parcel of land located in a residentially zoned district, as established on the official zoning map, of at least sufficient size to meet minimum requirements of the district in which it is located. Such lot shall have frontage on an improved public street, or on an approved private street, and may consist of:

- (1) A single lot of record.
- (2) A portion of a lot or record.
- (3) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record.
- (4) A parcel of land described by metes and bounds.

*Store* shall mean to place for the purpose of preserving, protecting and securing it for a period in excess of 24 hours.

*Trailer* shall mean, but is not limited to, any vehicle designed or utilized for the transportation of a boat, automobile, snowmobile, livestock, cargo or similar items or as living quarters for recreation, camping or travel use as in the case of a travel, tent, camp, popup or 5th wheel trailer, which do not have motive power of its own, but is designed to be drawn by vehicle.

*Utility trailer* shall mean a vehicular structure or device with or without its own motive power, licensed or unlicensed, designed and/or used for the transportation of goods or materials.

**Section 2:** All other provisions of Chapter 114-56 and 114-57 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

**Section 3: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

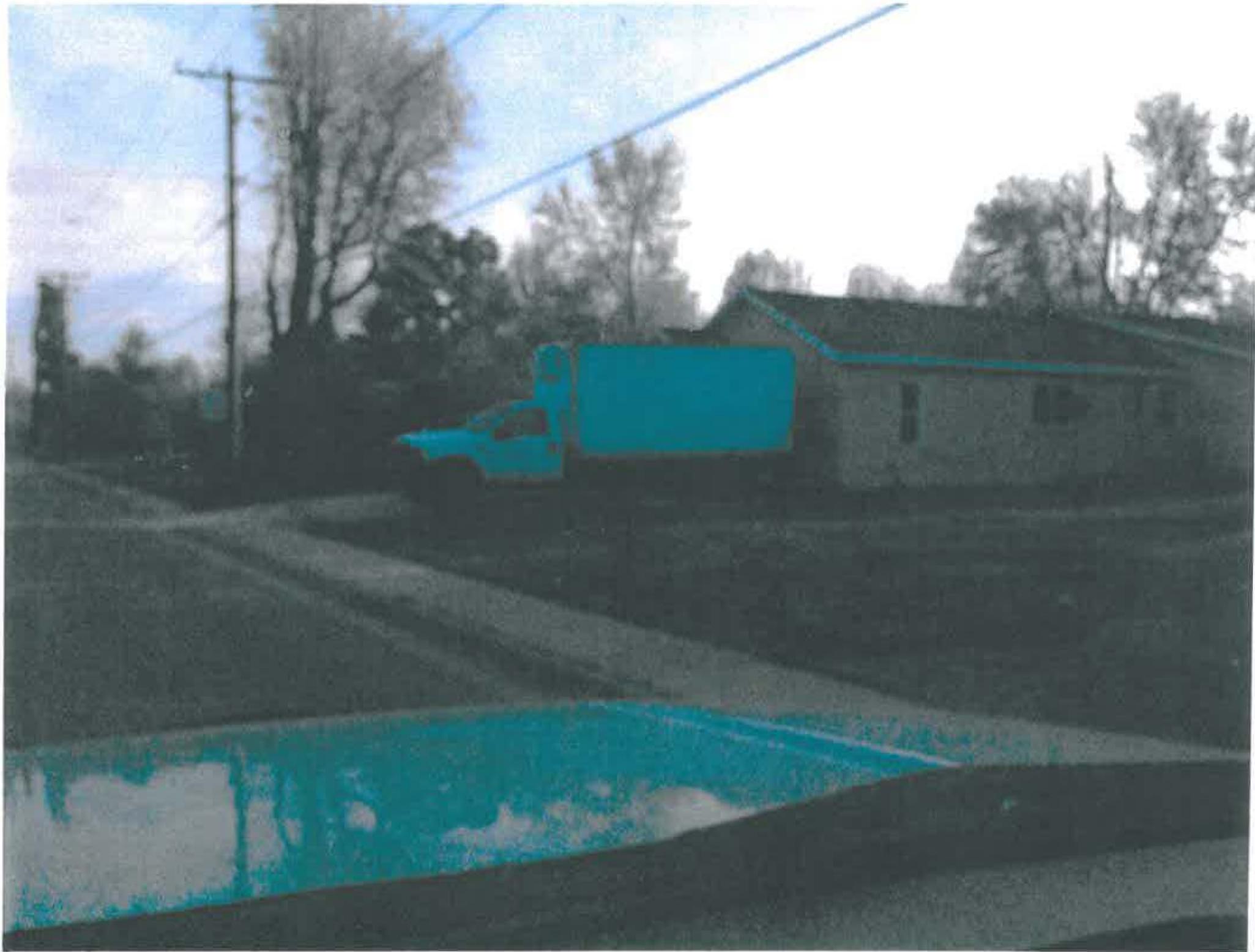
\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

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







ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 102-5 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to solid waste, trash, and bulky waste in the City of Springdale, Arkansas; and

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the placement of trash containers be regulated; and

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, to amend Chapter 102-5 of the Code of Ordinances of the City of Springdale, Arkansas, to incorporate these needed changes.

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

**Section 1:** Section 102-5 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

**Sec. 102-5. ~~Accumulation or p~~Placement of containers ~~so as to create public nuisance.~~**

The curbside dates(s) and collection point(s) for trash collection are established by the authorized collectors referred to in Section 102-2, who shall give adequate notice thereof to each owner, occupant, tenant, or lessee. Curbside collection points are established for efficient and economical collection service.

- (a) It shall be unlawful for the owner, occupant, tenant or lessee of any dwelling or place of business to allow solid waste to accumulate on his premises, or to place or cause to be placed the containers therefor in such a manner as to cause an unsightly or unsanitary condition ~~s in the city~~. ~~If the owner of any dwelling or place of business, after having been given 24 hours' notice in writing by the chief of police, shall refuse or neglect to perform the duties in connection with his property as specified in this chapter, the chief of police is hereby authorized to enter upon the property and have the solid waste removed and the costs shall be charged against the premises. Any person cited shall be guilty of a violation of this chapter and punished as provided by section 1-9.~~
- (b) It shall be unlawful ~~a violation of this section~~ for such owner, occupant, tenant or lessee to place, more than 24 hours before or to allow to remain more than 24 hours after the scheduled collection date, trash or garbage containers at the curbside pickup collection ~~collection~~ point, except for a showing of just cause. ~~The collection date and curbside collection point shall be established by the authorized agent, or his authorized representative, who shall give adequate notice thereof to each owner, occupant, tenant or lessee.~~
- (c) Except when placed at the curbside collection point, all trash or garbage containers shall be stored in such a manner so as to not be visible from the front of the dwelling. ~~The curbside collection point is established only for efficient and economical collection service, and it shall be the duty of each~~

~~premises' occupant to keep the containers at all times other than as allowed by this section at a location on his premises which is suitable and consistent with the standard set forth in subsection (a) of this section.~~

(d) Penalty for violations. Any person violating any of the provisions of this article shall be subject to a fine as provided by section 1-9 of the Code of Ordinances of the City of Springdale, Arkansas.

**Section 2:** All other provisions of Chapter 102 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION ESTABLISHING A PROCEDURE FOR THE SELECTION AND APPOINTMENT TO A BOARD OR COMMISSION IN THE CITY OF SPRINGDALE, ARKANSAS.**

**WHEREAS**, the City of Springdale has various boards and commissions, to which appointments are made pursuant to Arkansas law and/or City ordinance;

**WHEREAS**, it is in the best interests of the citizens of the City of Springdale, Arkansas, that the most qualified individuals be selected to serve on City boards and commissions;

**WHEREAS**, in order to attract well-qualified candidates, it would be beneficial to advertise any openings on City boards and commissions.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby requested to advertise, in a local newspaper for two consecutive weeks, and to post on the City of Springdale's website and Facebook page, the open position on any City board or commission, and providing a deadline by which to apply for such opening, and that no appointment to any City board or commission shall be made until such deadline has passed.

**PASSED AND APPROVED** this \_\_\_\_ day of April, 2015.

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

ATTEST:

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

APPROVED:

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

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

**A RESOLUTION AUTHORIZING EXECUTION OF A  
CONTRACT FOR ENGINEERING SERVICES FOR THE  
STUDY OF HUNTSVILLE ROAD**

**WHEREAS**, the existing Huntsville Road pavement is exhibiting signs of subgrade/pavement failure in several areas,

**WHEREAS**, a geotechnical evaluation is needed to determine the cause of the failure and requires engineering design consulting services, and,

**WHEREAS**, USI Consulting Engineers, Inc., has submitted a contract for engineering consulting services in the amount of \$55,000, a copy of which is attached to this resolution, and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with USI Consulting Engineers, Inc., for design services for the study of Huntsville Road in the amount of \$55,000.

**PASSED AND APPROVED** this \_\_\_\_ day of April, 2015.

\_\_\_\_\_  
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**  
**USI CONSULTING ENGINEERS, INC.**  
**for**  
**HUNTSVILLE ROAD RECONSTRUCTION STUDY**  
  
**USI PROJECT NO. 1509026.00**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF SPRINGDALE, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, USI CONSULTING ENGINEERS, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

The Project shall consist of roadway surface and subsurface reconstruction to West Huntsville Avenue from Hwy. 71B to Elm Springs Road (at the I49 off ramp).

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

The CITY and the 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: USI CONSULTING ENGINEERS, INC  
4847 Kaylee Avenue  
Springdale, AR 72762

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 the CITY to define and clarify the 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.

**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 the CITY shall not be responsible for discovering deficiencies therein. The ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in the 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.

**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. Workers' 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	



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 the CITY to furnish timely information or to approve or disapprove ENGINEER's work promptly, or delay or faulty performance by the 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. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- 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 the CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the 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.

**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 the 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 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for the Study and Report.

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**

**USI CONSULTING ENGINEERS, INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Attest**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**ATTACHMENT 'A'**  
**SCOPE OF SERVICES**  
**PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF SPRINGDALE, ARKANSAS**  
**HUNTSVILLE ROAD RECONSTRUCTION STUDY**  
**USI PROJECT NO. 1509026.00**

**1. Scope of Project**

- a. The Project shall consist of the evaluation of the existing roadway surface and subsurface for West Huntsville Avenue from Hwy. 71B to Elm Springs Road (at the I49 off ramp).
- b. The existing pavement sections are failing in many locations exhibiting varying degrees of rutting, alligator cracking, and pothole formation. Previous soil and pavement subgrade investigations on a portion of the project area indicated the existing pavement section varies significantly. Much of the subgrade is moisture sensitive providing poor subgrade support.
- c. Additional geotechnical investigations including subsurface borings and soil testing will be performed to further identify existing surface and subsurface properties and engineering characteristics within the project area.
- d. The existing roadway pavement sections and subgrade shall be evaluated to determine the necessary repairs, overlays and/or reconstruction options to be completed.

**2. Geotechnical Investigation**

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY criteria.
- b. Perform sampling of pavement sections and subgrade structure by boring. The sample bores shall be traffic lanes where pavement rutting and failures are occurring and generally representative of pavement sections in the localized area. Provide a proposed soil boring map and schedule of work for the CITY's review and approval prior to beginning the investigation.
- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between

subgrade and 5 to 8 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform the CITY of suspected hazardous substances encountered.

- d. Review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, stabilization with admixtures and/or utilization of geotextile/geogrid materials, utilization of permanent underdrains, and/or other construction methods or materials to achieve a stable subgrade.
- e. Analyze the data, develop recommendations for pavement reconstruction and or overlay designs, and prepare a geotechnical report for the Project.
- f. Provide analysis and recommendations for traffic loadings and pavement thickness design. Pavement design shall include evaluation for an alternative concrete pavement section.

### **3. Study and Report**

- a. The existing roadway pavement sections and subgrade shall be evaluated to determine the necessary repairs, overlays and/or reconstruction options to be constructed.
- b. Results of the studies shall be presented in a report along with recommendations, options, and estimated costs for reconstruction and/or repair of pavement sections. Study recommendations will include typical reconstruction /repair sections and a phased project proposal.
- c. Recommendations for reconstruction and/or repair of pavement sections shall be presented to the CITY at a scheduled Street Committee meeting

### **4. Project Deliverables**

- a. Two copies of the Geotechnical Report.
- b. Two copies of the report (and an electronic copy in pdf format) setting out the results of the evaluation and recommendations for pavement reconstruction / repair sections with a phased project proposal.

**ATTACHMENT "B"**

**SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT**

**CITY OF SPRINGDALE, ARKANSAS**

**HUNTSVILLE ROAD RECONSTRUCTION PROJECT**

**USI PROJECT NO. 1509026.00**

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:

- Geotechnical Investigation      60 calendar days from Notice to Proceed
  
- Pavement Evaluation and Report      90 calendar days from completion of Geotechnical Report

**ATTACHMENT "C"**  
**ADDITIONAL SERVICES**  
**PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF SPRINGDALE, ARKANSAS**  
**HUNTSVILLE ROAD RECONSTRUCTION STUDY**  
**USI PROJECT NO. 1509026.00**

In accordance with Article III, Additional Services under this AGREEMENT, the ENGINEER will provide other services not specifically set out under the SCOPE OF SERVICES, if required, and as directed by the CITY and mutually agreed to by the ENGINEER.



## AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Springdale, Arkansas, hereinafter referred to as "the City", and the Chamber of Commerce of Springdale, Arkansas, hereinafter referred to as "the Chamber";

### WITNESSETH:

**WHEREAS**, the City and the Chamber are desirous of fostering community growth, economic growth, and prosperity within the City of Springdale, Arkansas; and

**WHEREAS**, the City and the Chamber are desirous of entering into an agreement for the purpose of accomplishing the above stated goal;

**WHEREAS**, the aforementioned parties are desirous that a partnership be formed by and between themselves as a demonstration of their common interest for economic development; and

**WHEREAS**, the aforementioned parties are desirous that a partnership agreement be signed by and between themselves as a positive step in building local public-private sector joint-community effort for the growth and prosperity of the City.

**NOW, THEREFORE, BE IT AGREED** by and between the aforementioned parties that:

1. The Chamber shall coordinate the City's economic development marketing efforts, and the Chamber further agrees that it shall serve as the economic development marketing arm of the City.
2. The Chamber recognizes the need for cooperative relations with the City, its departments and divisions, and others interested in economic development. Therefore, the Chamber shall designate a responsible party to be recognized as the primary contact for this public-private sector economic development partnership and shall work in cooperation with the representatives of the City, its departments and divisions and the Chamber to accomplish the overall economic development program contemplated by this Agreement.
3. The Chamber agrees that it shall:
  - a. Provide a full-time, professionally qualified senior manager and such staff as required to carry on the functions described in this Agreement. The senior manager and staff will work as needed for specific City economic development projects. The parties agree and acknowledge that the financial incentive offered to the Chamber by the City under this Agreement allows for the funding and maintenance of the above position(s) and support staff, and shall constitute adequate consideration for the professional services contemplated under the terms of this Agreement.

- b. Give such technical advice as may be necessary to effectuate the purposes of this Agreement, and shall advise and counsel the City on areas of potential markets and marketing strategy for industrial and economic development within the City.
- c. Devote substantial time, interests and energies to the performance of the duties undertaken by it pursuant to this Agreement, and to faithfully, diligently and according to its best abilities in all respects, use its utmost endeavors to promote the interests of the City.
- d. Negotiate with business and industrial entities for expansion or retention of factories, industries, retail, commercial, or small businesses and to give other favorable grants and privileges for the purpose of expanding or retaining industries in the City as authorized by the City under this agreement by and through the City's authority under Ark. Code Ann. §14-43-602 and §14-54-107.
- e. Utilize a knowledgeable professional or professional staff with demonstrated expertise in the field of economic development that will work with the City as needed for specific City economic development projects.
- f. Engage such other professionals and agreements for such other services as the Chamber in its discretion shall deem desirable to effectuate the City's economic development program upon approval from the City.
- g. The Chamber agrees to work cooperatively with area cities, counties and the region to promote Northwest Arkansas in economic development efforts that will benefit the City.
- h. Seek, discover and endeavor to attract new and expanding industry, commercial, retail, and small business within the City to create jobs and investment for the benefit of the residents of the City.
- i. Work with existing companies for problem solving, counseling and other services directly related to the expansion or retention of existing industry jobs for the benefit of the City.
- j. Serve as the first point of contact for economic development services.
- k. Work with the Arkansas Economic Development Commission (AEDC) on behalf of the City and provide updates and information from the AEDC on economic development leads and opportunities as well as available grants, loans, funds, tax credits and other incentives from the AEDC.
- l. Identify incentive and rebate opportunities available from the AEDC or other sources, and assist business participation in the AEDC's sales and use tax refund program, leading to the City passing a resolution endorsing such refund.

- m. The Chamber and the City intend for, and estimate that, the amount of the annual contract is approximately equal to the cost of the services provided to or for the benefit of the City by the Chamber. In the event that either the Chamber or the City gives a notice of termination of this agreement pursuant to Section 8 below, the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual contribution and/or the services provided by the Chamber to equalize such cost and benefit.
  - n. All funds provided to the Chamber by the City will be kept separate from all private Chamber contributions, earnings and donations.
  - o. Represent the City as the initial contact for manufacturing, retail, and service industry prospects, bring economic development financial proposals to the City for consideration.
4. Both parties expressly agree:
- a. The Chamber will submit no less than quarterly reports to the Springdale City Council that accurately reflect all performance under this Agreement. Failure to submit reports as provided for herein may result in termination of this Agreement pursuant to Section 8 below.
  - b. This Agreement does not evidence a partnership or joint venture between the Chamber and the City. The Chamber is a professional services provider to the City in connection with this Agreement. The City has no financial interest in the Chamber. This contract shall not vest the officers, directors and employees of the Chamber with any authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Chamber shall bear its own costs and expenses in pursuit thereof.
  - c. The Chamber shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status, or as otherwise prohibited by applicable law.
  - d. The Chamber represents that it shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal requirements now in force pertaining to any and all activities contemplated under this Agreement including any legal limitations placed upon the Chamber as a result of the source of funds received by the Chamber under this Agreement.
5. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Washington County, Arkansas.

6. The parties hereto acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA") Ark. Code Ann. § 25-19-101, *et seq.*

7. The City represents and warrants to the Chamber that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. The Chamber represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing for the Chamber has been duly authorized. This agreement shall not be effective until approved by official public action of the Springdale City Council.

8. This Agreement may be terminated immediately:

- a. without cause by either party upon sixty (60) days' written notice;
- b. if the payment is no longer authorized by the City, in which case there shall be no penalty assessed against the city;
- c. by the written mutual agreement of the parties;
- d. in the case of a material breach of the Agreement, immediately upon election of the non-breaching party by mailing to the breaching party by U.S. First Class Mail notice of the termination and citing the provision of the Agreement the breaching party breached.
- e. The payment described in Section 20 shall be prorated based upon the date of termination. Any funds previously paid or not yet paid will be refunded or paid out at a prorated rate of Twelve Thousand Five Hundred Dollars (\$12,500.00) per calendar month for work performed by the Chamber.

9. Without the City's prior written consent, the Chamber's duties under this agreement are not assignable by the Chamber, either in whole or in part.

10. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

11. Entry into this agreement is for economic development purposes only and in no way suggests that the City endorses or agrees with any position taken by the Chamber.

12. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement and, in particular, no employee, vendor, supplier, or other person contracting with the Chamber shall have any right by virtue of this Agreement or otherwise to seek payment or compensation from the City for goods delivered or services rendered to the Chamber.

13. Time is of the essence in regard to the terms and conditions of this Agreement.

14. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

15. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contractual amendment approved by the City in advance of the change in scope, cost, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

16. Any notice required to be given under this Agreement by either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), email, or overnight courier.

17. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

18. It is further agreed by and between the parties that because of the time involved in the detailed planning by all parties to this agreement for the implementation of this partnership agreement, said agreement shall be in full force and effect for a period of one (1) year beginning January 1, 2015 and ending December 31<sup>st</sup>, 2015 at midnight.

19. It is further agreed by and between the parties that the person serving in the position of Mayor for the City of Springdale shall be and hereby is appointed to serve as an appointed ex-officio member of the Chamber Board of Directors.

20. For the services to be provided by the Chamber under the terms of this agreement, the City shall pay to the Chamber the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) payable in Quarterly Payments of \$37,500.00 beginning on the date of this agreement with adjustment to January 1, 2015.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Springdale, Arkansas**

By: \_\_\_\_\_  
Doug Sprouse, Mayor

By: \_\_\_\_\_  
Denise Pearce, City Clerk

**Springdale Chamber of Commerce**

By: \_\_\_\_\_  
Perry Webb, President/CEO

**ACNOWLEDGMENT**

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

Before me, a Notary Public, duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared Doug Sprouse and Denise Pearce, Mayor and City Clerk of Springdale, Arkansas, well known to me to be the persons whose names are subscribed to the foregoing instrument and stated to me that they executed the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

**ACNOWLEDGMENT**

STATE OF ARKANSAS )  
 )SS  
COUNTY OF WASHINGTON )

Before me, a Notary Public, duly commissioned, qualified and acting within and for the aforesaid County, on this day personally appeared Perry Webb, President and CEO of the Springdale Chamber of Commerce, well known to me to be the person whose name is subscribed to the foregoing instrument and stated to me that he had authority to execute the same for the consideration and purposes therein mentioned and set forth.

In testimony whereof, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public