CITY OF SPRINGDALE
Committee Agendas
Monday, August 19th, 2019
Multi-Purpose Room
City Administration Building
Meetings begin at 5:30 P.M.

Ordinance Committee by Chairman Mike Overton:
1. An Ordinance amending various provisions of the Code of Ordinances of the City of Springdale, Arkansas; to make technical corrections; to declare an emergency; and for other purposes. Presented by City Attorney, Ernest Cate. Pg. 2 - 5

Street and CIP Committee by Chairman Rick Evans:
2. A Resolution authorizing the Mayor and City Clerk to enter into a Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement with the Arkansas & Missouri Railroad Company (AMRR) as part of the Maple Avenue Extension (project 18BPS2). Presented by City Attorney, Ernest Cate. Pg. 6 - 19

Finance Committee by Chairman Jeff Watson:
3. An Ordinance to waive competitive bidding for the purchase of employee insurance coverage. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval. Item presented by Gina Lewis, Director of Human Resources. Pg. 20 - 21

4. A Resolution accepting the guaranteed maximum price for the construction of Springdale's Animal Shelter (Project No. 18BPA1). Item presented by Wyman Morgan, Director of Administration and Financial Services. Pg. 22 - 34

Parks and Recreation Committee by Chairman Mike Lawson:
5. A Resolution appropriating funds for the Parks and Recreation Department (Project No. 1BPP5) (Pertaining to the installation of netting and lighting at two indoor soccer fields at the Parks and Recreation Center). Item presented by Wyman Morgan, Director of Administration and Financial Services and Chad Wolf, Director of Parks and Recreation. Pg. 35 - 45

6. A Discussion of Fitzgerald Cemetery and Bluff Cemetery. Item presented by Brad Baldwin, Director of Engineering and Public Works. Pg. 46 - 50
ORDINANCE NO. _________

AN ORDINANCE AMENDING VARIOUS PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; TO MAKE TECHNICAL CORRECTIONS; TO DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 70 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to "Municipal Court" in the City of Springdale;

WHEREAS, Chapter 70 of the Code of Ordinances of the City of Springdale is in need of revision, as Arkansas law has changed regarding the creation, existence, and duties of "municipal courts", and has instead established State District Courts;

WHEREAS, several other provisions of the Code of Ordinances of the City of Springdale, Arkansas, need to be amended to make reference to the correct court of law;

WHEREAS, it is in the best interests of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend various provisions of the Code of Ordinances of the City of Springdale, Arkansas, to make technical corrections to references to various courts of law.

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

Section 1: Section 1-10 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 1-10. - Fines may be paid by work, when; procedure.

Fines imposed for violation of ordinances of the city may be discharged by the offender working out the same upon the streets, alleys or other improvements of the city under the direction of the chief of police or such person as the council may direct and under sufficient guards. Only prisoners confined in the city or county jail by sentence of the municipal district court may be taken out and required to work out the amount of all fines, penalties, forfeitures and costs imposed on him in the municipal district court, and when any such person shall be allowed or taken out to work as above provided, an accurate account shall be kept by the chief of police of the names of all such persons, and the number of days worked by each, and each shall have his discharge when by his number of days worked he shall become entitled thereto.

Section 2: Section 2-27 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 2-27. - Same—Conduct of spectators, preservation of order.

(a) It shall be the duty of the chief of police to be present and on official duty at all special and regular meetings of the city council.

(b) Except during such periods of time at such meetings as the city council shall set aside for public discussion, it shall be unlawful for any person present as a spectator to interrupt or disturb the proceedings in any manner by voice, actions or otherwise.
(c) During periods set aside for public discussion of any nature, any person desiring to speak shall secure the permission of the presiding officer by first silently raising his hand and being recognized. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section.

(d) It shall be the duty of the chief of police, upon the order of the presiding officer at any such meeting to forcibly, if necessary, eject any person violating the provisions of this section from the council meeting hall. Any such violation shall subject the offender, upon conviction thereof before the municipal district court, to a fine and/or imprisonment as prescribed by section 1.49.

Section 3: Section 34-2 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 34-2. - Referendum petitions.

(a) Filed with city clerk. All referendum petitions under amendment no. 7 to the constitution of the state shall be filed with the city clerk within 30 days after the passage of such ordinance.

(b) Publication of notice. Whenever a referendum petition is filed the city council shall give notice by publication for one insertion at a time not less than five days after the publication of the notice at which it shall hear all persons who wish to be heard on the question whether the petition is signed by the requisite number of petitioners. At the time named, the city council shall meet and hear all who wish to be heard on the question, and its decision shall be final, unless suit is brought in the chancery court of the county within 30 days to review its action.

(c) Special election. If the city council finds that the petition is signed by the requisite number of petitioners, it shall order a special election to determine by a vote of the qualified voters whether the ordinance shall stand or be revoked. The date for such election shall be not less than ten days after the order therefor has been made by the council, and such election shall be held and conducted as a general municipal election held in the city.

(d) Defeated petitions. If an ordinance referred to the people is defeated at the polls, the city council shall make note of the fact and shall expunge the ordinance from its files by erasing same with red ink.

Section 4: Chapter 70 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

Sec. 70-1. - Created.

Pursuant to the provisions of Act 60 of 1937, and Acts supplementary thereto (A.C.A. § 16-17-202 et seq.) there is created and established in the city a corporation court to be styled "The Municipal Court of Springdale, Arkansas," which shall be conducted in all respects in compliance with the provisions of such Acts.

Sec. 70-2. - Municipal District court clerk.

The clerk of the municipal court, Washington County District Court, Springdale, shall be appointed by the municipal district judge presiding over the court, and the clerk of this court shall file such bond and have such duties as provided by law.
Sec. 70-3. - Taxing costs.

The municipal district court shall tax the costs provided by law in cases arising under violations of city ordinances or state laws and costs so collected shall be kept in a separate account by the clerk and accounted for and paid over to the city treasury or proper recipient in the manner provided by law, this Code or ordinances of the city.

Sec. 70-4. - Additional court costs - Imposition.

Any person who pleads guilty or nolo contendere or is found guilty of driving while intoxicated or driving while impaired shall pay as an additional court cost the sum of $250.00.

Sec. 70-5. - Same - Disposition of proceeds.

All moneys received from the additional court costs imposed by the provisions of section 70-4 on persons who plead guilty or nolo contendere or are found guilty of driving while intoxicated or driving while impaired shall be remitted at least quarterly, by January 1, April 1, July 1 and October 1 of each year, to the director of the department of finance and administration. The city shall retain for its use and benefit $100.00 of the amount.

Sec. 70-6. - Same - Police officers' retirement fund.

For the purpose of providing for the payment of certain court costs, to be used for the state police officers' retirement fund, to provide for the payment of certain court costs to be used for police officers' pension and relief funds, and for other purposes, A.C.A. § 16-92-110, is hereby approved, adopted and incorporated as fully as if set out at length herein, and the provisions thereof shall be controlling within the limits of the city.

Sec. 70-7. - Same - Additional costs in moving traffic violations.

The provisions of A.C.A. § 16-92-116 shall be complied with and additional costs are hereby levied in the amount of $1.00 for each judgment of conviction, plea of guilty or nolo contendere, bond forfeiture in misdemeanor cases and moving traffic violations.

Sec. 70-8. - Postponement or suspension of sentences.

The judge of the municipal court shall have the power to postpone or suspend sentences in misdemeanor cases as is conferred upon the circuit court judges of the state.

Sec. 70-9. - Defendant fines.

(a) There is hereby levied a sum of $20.00 from each defendant upon each conviction, each plea of guilty or nolo contendere, or each bond forfeiture in all cases in the first class of accounting records as described in A.C.A. § 16-17-707.

(b) Said additional sums shall be collected by the Clerk of the Springdale District Court and shall be paid into the city treasury to be deposited into a fund to be used exclusively to help defray the cost of incarcerating city prisoners, including the construction and maintenance of the city jail and payments to other entities for incarcerating city prisoners.
Sec. 70-10- Collection of fines assessed in the district court.

The Springdale District Court Clerk is hereby designated as the person primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas.

Section 5: All other provisions of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 6: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ______ day of ________________, 2019.

________________________________________
Doug Sprouse, Mayor

ATTEST:

________________________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

________________________________________
Ernest B. Cate, City Attorney
RESOLUTION NO. _______

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A RAILROAD CROSSING EASEMENT AGREEMENT AND RAILROAD CROSSING COST AGREEMENT WITH THE ARKANSAS & MISSOURI RAILROAD COMPANY (AMRR) AS PART OF THE MAPLE AVENUE EXTENSION (PROJECT 18BPS2).

WHEREAS, the City of Springdale, Arkansas, is undertaking the extension of Maple Avenue from Holcombe Street to Park Street (Project 18BPS2);

WHEREAS, as part of this project, a new railroad crossing will be constructed on Maple Avenue;

WHEREAS, the City and AMRR wish to enter into a Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement, both of which are attached hereto and incorporated by reference, to provide for the construction of the new railroad crossing as part of the Maple Avenue Extension (Project 18BPS2), the cost of which will be included in the overall budget for this project;

WHEREAS, AMRR has agreed to the terms of the attached Railroad Crossing Easement Agreement and the attached Railroad Crossing Cost Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement, both attached hereto, with the Arkansas & Missouri Railroad Company, both relating to the construction of a new railroad crossing as part of the Maple Avenue Extension Project (18BPS2).

PASSED AND Approved this ______ day of August, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

__________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________
Ernest B. Cate, City Attorney
RAILROAD CROSSING EASEMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____________, 2019, by and between the City of Springdale, Arkansas (hereinafter "City") and The Arkansas and Missouri Railroad Company, (hereinafter "AMRR"),

WITNESSETH:

WHEREAS, City is in the process of planning the construction of an extension of Maple Street within the City limits that would cross AMRR’s tracks. The City proposes, for the benefit of the public, to install a new crossing at said location, pursuant to particular plans and specifications to be agreed upon by the parties; and

WHEREAS, the Easement is defined on Exhibit 1 and incorporated herein by reference; and

WHEREAS, it is understood that the contemplated crossing will be financed from funds appropriated by City and expended under its regulations as established under the terms of a Crossing Agreement executed separately by the parties.

NOW, THEREFORE, in consideration of the covenants and agreements contained and subject to the provisions of the recitals above, it is agreed by and between the parties hereto as follows:

1. The City and AMRR have caused to be prepared plans and specifications for the project. Attached as Exhibit 1 is the proposed plan. The parties acknowledge that this schematic drawing contains certain requirements and restrictions with regard to the construction in, near and around the Railroad and the City agrees to be bound by all of these requirements and restrictions contained in the plans, specifications, coordination notes and the separate Crossing Cost Agreement.

2. AMRR has provided an estimate for the cost of the crossing. The parties understand that the estimate is $486,860.23 and the parties acknowledge that the ultimate cost of the crossing could be under or over this estimate.

3. The cost (labor and material) for installing the new crossing will be borne by the City pursuant to the Crossing Cost Agreement.
4. **Fencing.** As part of the consideration for AMRR agreeing to this crossing, the City has agreed to install the same type and style of fencing that currently exists from Emma to Meadow Street at the following locations:

   a. from Meadow to Spring Creek on the west side of tracks;
   
   b. from Meadow to Tyson property line on the east side of tracks;
   
   c. 750 feet north and south on both sides of the tracks at the new Maple Street crossing.

5. **After completion of the project, the Parties shall bear the expense of the maintenance, inspection, capital costs and operation of the crossing per the terms of the separate Crossing Agreement or any amendment thereto, so long as it is to be maintained as a crossing over the railroad or until it is mutually agreed between the parties that the project is no longer needed at the crossing or until the crossing is abandoned by AMRR or City, or other legal requirements making it necessary to cease operations and maintenance of the project. At that time, materials purchased and installed for the project may be moved to other locations on AMRR’s lines within the States of Arkansas or Missouri or otherwise disposed of or sold by AMRR.**

6. **Limitation on Grant.** This Easement does not grant to City the subsurface of any easement area, all such rights and privileges being reserved to AMRR.

7. **Indemnification.** City shall indemnify, defend and hold harmless AMRR from any and all claims, expenses, losses, causes of action or liabilities AMRR may suffer as a result of the use of the easement by City or any of its employees, agents, customers or invitees.

8. **If any portion of this Easement or any provision in this Easement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and both parties consent to the modifications of this Easement in any manner as a court may deem necessary to preserve the grant of easement contained herein.**

9. ** Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

10. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.
11. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

12. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of ________________, 2019.

CITY OF SPRINGDALE, ARKANSAS

Approved by: ____________________________

[Signature]

___________________________

(Print Name)

___________________________

(Title)

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF ___________

On this __________ day of ____________ 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, __________________________, to me personally well-known who stated that he/she is the ______________________ for the CITY OF SPRINGDALE, ARKANSAS, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Springdale, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

___________________________

Notary Public

My Commission Expires: _______________
ARKANSAS & MISSOURI RAILROAD

Approved by: 

Signature

Caren L. Kraska
Print Name

President
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS   }

) §§
COUNTY OF WASHINGTON
)

On the _________ day of __________, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, CAREN L. KRASKA, to me personally well-known who stated that she is the President of ARKANSAS & MISSOURI RAILROAD COMPANY and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires:

__________________________________

Page 4 of 4
RAILROAD CROSSING COST AGREEMENT

This Agreement, made and entered into this ___ day of __________, 2019, by and between the City of Springdale, Arkansas (hereinafter “City”) and The Arkansas & Missouri Railroad Company (hereinafter “AMRR”),

WITNESSETH:

WHEREAS, City is in the process of planning the construction of an extension of Maple Street within the City limits that would cross AMRR’s tracks. The City proposes, for the benefit of the public, to install a new crossing at said location, pursuant to particular plans and specifications to be agreed upon by the parties; and

WHEREAS, it is understood that the contemplated crossing will be financed from funds appropriated by City and expended under its regulations;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this agreement, subject to the provisions of the recitals above, it is agreed by and between the parties hereinafter as follows:

1. AMRR has provided an estimate for the cost of the crossing. This estimate only includes the cost and labor to install the ties, rail, ballast, concrete panels and crossing warning system. This estimate does not include any track or railroad work required during utility installation - which is not subject to estimation at this time. The parties understand that the estimate for AMRR’s work is $486,350.23 and the parties acknowledge that the ultimate cost of the crossing could be under or over this estimate. Both parties further acknowledge that any materials or crossing equipment shall be considered a part of the consideration of this agreement. Upon final completion of the project, all said materials and crossing equipment shall become the property of AMRR. Attached as Exhibit 1 is the cost estimate and attached as Exhibit 2 is the engineer drawings of the Maple Street extension all of which are incorporated into this agreement by reference.

2. AMRR shall be reimbursed 100% of the actual costs (labor and material) for installing the new crossing and its invoices will be paid on a monthly basis. Material will be billed as it is ordered by AMRR. The City acknowledges that this crossing will require four pedestrian gates and two lane gates. The City will be responsible for the approaches, grade, roadway and drainage. The City acknowledges that any work within 25 feet of the tracks requires a Flagging Services Agreement for railroad track protection, including, but not limited to, railroad flagging which is charged at the rate of $95 per hour. The City’s work will need to be coordinated with AMRR to insure a minimal impact on railroad operations.

3. Insurance. During construction of the crossing, City shall ensure that any contractors they employ to perform work on the project will maintain a general liability insurance policy, the limits of which will be not less than Three Million Dollars ($3,000,000) per person, Five Million Dollars ($5,000,000) per accident and Three Million Dollars ($3,000,000) for property damage. The policy shall name AMRR, its
successor or assigns and City as insureds. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving AMRR, City, or their successors or assigns ten (10) days prior written notice, and a certificate of such insurance shall be delivered to AMRR prior to the inception of the construction of the crossing.

4. **Maintenance and Repair.** The parties acknowledge that the crossing and equipment will require maintenance and repairs due to normal wear and tear and possibly damage from accidents, negligence or acts of nature. The City will not be liable for any damages caused solely by the negligence of AMRR. If damages are caused to the crossing and/or equipment by the acts of 3rd parties, AMRR and the City will coordinate to pursue any cause of action against said 3rd parties to recover the costs of repairs and any amount recovered will be applied accordingly. City will pay an annual crossing maintenance fee of $13,500 effective on the opening date of the crossing and on each anniversary date thereafter for so long as the crossing remains open. The annual maintenance fee will cover regulatory testing, basic maintenance and general wear and tear. Otherwise, City will pay for any capital expenditures for the signals and the crossing surface. Except for emergency repairs, AMRR will give the City one hundred eighty (180) day written notice of any needed repairs or maintenance and the amount thereof. The crossing shall be maintained as specified above until such time as the parties mutually agree otherwise or upon a date certain that the crossing should be closed.

5. **Immunity.** The parties agree and acknowledge that the City enjoys certain rights and immunities under Arkansas Code Annotated 21-9-301 and that nothing in this agreement shall be read to reduce, waive, modify, limit, or compromise any of the rights and immunities granted under A.C.A. 21-9-301.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

7. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

8. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

9. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this ____ day of ____________________, 2019.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGES.

Page 7 of 4
CITY OF SPRINGDALE, ARKANSAS

Approved by: ________________________________

Name

Prior Name

Title

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF ____________________________

On this ______ day of ____________________, 2018, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, ________________________________, to me personally well-known who stated that he/she is the ____________________________ for the CITY OF SPRINGDALE, ARKANSAS, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Rogers, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires: ________________________________

Page 3 of 4
ARKANSAS & MISSOURI RAILROAD

Approved by: 
Name

CAREN L. KRASKA
Print Name
President
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF

On this day of, 2018, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, CAREN L. KRASKA, to me personally well-known who stated that she is the President of ARKANSAS & MISSOURI RAILROAD COMPANY and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

Notary Public

My Commission Expires:

Page 4 of 4
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Total Labor: $13,877.26
ORDINANCE NO. __________

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR THE PURCHASE OF EMPLOYEE INSURANCE COVERAGE

WHEREAS, the City of Springdale has provided health insurance for its employees through Arkansas Blue Cross Blue Shield since January 1, 2007, and

WHEREAS, Arkansas Blue Cross Blue Shield has proposed to continue coverage for City of Springdale employees with no increase in the premium, and

WHEREAS, the rates for dental insurance with Delta Dental will remain the same, and

WHEREAS, there is no change in the rate for vision insurance or life and AD&D insurance or long term disability, and

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

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

Section 1. This Council finds that due to the complexity of employee insurance competitive bidding is not feasible or practical in the purchase of health, vision insurance, dental insurance or life and AD&D insurance and long term disability insurance needed by the City of Springdale and competitive bidding on the purchase of these employee benefits for the year of 2020 is here by waived with the provision that the providers and insurance monthly premiums will be those as reflected on the attached data sheet.

Section 2. The City's 2020 contribution into the employees' health savings account will be made in two equal payments with the first payment in January and the second payment in July.

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

PASSED AND APPROVED this 27th day of August, 2019

__________________________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

__________________________________________
Ernest B. Cate, City Attorney
# 2020 Health Benefits Proposal

## Health Insurance - Blue Cross Blue Shield

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## Dental Insurance - Delta Dental

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## Vision Insurance - VSP

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Employee Only</td>
<td>$6.26</td>
<td>$6.26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$11.57</td>
<td>$11.57</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee/Child(ren)</td>
<td>$12.51</td>
<td>$12.51</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$17.84</td>
<td>$17.84</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Mutual of Omaha - Life & LTD

Rates will remain the same for 2020.
RESOLUTION NO._______

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF SPRINGDALE'S ANIMAL SHELTER PROJECT NO. 18BPA1

WHEREAS, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

WHEREAS, Springdale's Animal Shelter has been designed and bids taken from sub-contractors, and

WHEREAS, Nabholz Construction Corporation has proposed a guaranteed maximum price of $4,715,603 for the construction of Springdale's Animal Shelter.

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

1. The City Council accepts the guaranteed maximum price of $4,715,603 submitted by Nabholz Construction Corporation for the construction of Springdale's Animal Shelter.

2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the guaranteed maximum price.

PASSED AND APPROVED this 27th day of August, 2019.

____________________________
Doug Sprouse, Mayor

ATTEST:

____________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

____________________________
Ernest B. Cate, City Attorney
Amendment No. 1

TO AGREEMENT BETWEEN OWNER AND CONTRACTOR
City of Springdale Animal Shelter

Pursuant to Section 2.2 of the Agreement, dated December 20, 2017 between City of Springdale (Owner) and Nabholz Construction Services (the Contractor), for all work as outlined in the Contract Documents associated with City of Springdale Animal Shelter (the Project) as defined in the Construction Documents noted in the attached Exhibits, the Owner and Contractor establish a Guaranteed Maximum Price for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE
The Contractor’s Guaranteed Maximum Price for the construction of the Springdale Animal Shelter, including the estimated Cost of the Work as defined in Article 6 and the Contractor’s Fee as defined in Article 5, is $4,715,603. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through B, as follows:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Springdale Animal Shelter Final Pricing Summary</td>
<td>4 pages</td>
</tr>
<tr>
<td></td>
<td>on which the Guaranteed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum Price is based, dated August 14, 2019.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Springdale Animal Shelter Plans</td>
<td>3 pages</td>
</tr>
<tr>
<td>C</td>
<td>Springdale Animal Shelter Specifications</td>
<td>4 pages</td>
</tr>
</tbody>
</table>

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Services.

ARTICLE II CONTRACT TIME
The date of Substantial Completion established by this Amendment for the Springdale Animal Shelter will be 11 months from Notice to Proceed or from issuance of Building Permit, whichever is issued last.

OWNER

CONTRACTOR

(Signature)                        (Signature)

(Printed name and title)           (Printed name and title)

(Date)                             (Date)

(Attest)                           (Attest)
Springdale Animal Shelter  
Springdale, AR  
Final Pricing Summary

Pricing

Nabholz presents this Guaranteed Maximum Price dated August 14th, 2019 for the Springdale Animal Shelter. After compiling the lowest bids and applying appropriate insurances and fee Nabholz reports the Guaranteed Maximum Price to be $4,715,603.

A detailed estimate, alternate pricing, unit costs, allowances, exclusions and the bid tabulation report are detailed on the following pages. Pricing is based on plans and specifications produced by SCM Architects dated June 21, 2019, Addendum 1 dated July 12th, 2019, Addendum 2 dated July 18th, 2019 and Addendum 3 received August 2nd, 2019.

Alternate Prices

<table>
<thead>
<tr>
<th>Alternate Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Alternate #1 – Provide a proposed alternate cost difference to construct the building shell for the Clinic Space and Community Room.</td>
<td>ADD $307,842</td>
</tr>
<tr>
<td>Bid Alternate #2 – Provide a proposed alternate cost difference to construct the finish-out of the interior space for the Clinic Space and Community Room.</td>
<td>ADD $358,662</td>
</tr>
</tbody>
</table>

Pricing for bid Alternates 1 & 2 assumes that the work would be performed concurrently with the base bid animal shelter. The pricing does not include any additional mobilizations for Nabholz or subcontractors.

Unit Costs:

<table>
<thead>
<tr>
<th>Unit Cost Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Undercut and remove from site existing unsuitable soils and replace with compacted fill, measured as in-place yardage.</td>
<td>$18/cuyd</td>
</tr>
<tr>
<td>Excavate unsuitable material under footings and replace with compacted fill bridge lift, measured as in-place yardage.</td>
<td>$300/cuyd</td>
</tr>
</tbody>
</table>
Excavate and remove from jobsite mass rock quantity, measured as in-place yardage. $100/cuyd
Excavate and remove from jobsite trench rock quantity, measured as in-place yardage. $750/cuyd

Allowances

The allowance items listed below are included in the GMP amount. They are anticipated to be required for the construction of the shelter but the precise scope of work is unquantifiable until earthwork and foundations begin.

<table>
<thead>
<tr>
<th>Allowance Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavation of unsuitable soils beneath building pads and replacement with engineered fill</td>
<td>$30,000</td>
</tr>
<tr>
<td>Excavation of unsuitable soils beneath foundation footings and replacement with flowable fill</td>
<td>$41,250</td>
</tr>
</tbody>
</table>

Exclusions

The following items are not included in the Guaranteed Maximum Price and are assumed to be provided by the owner:
- Third party materials testing
- Relocation or removal of unforeseen utilities
- Access controls
- Security system
- Time clock system
### Project Details

**Project Name:** Springdale Animal Shelter Bid Day  
**Project Location:** Springdale, AR  
**Review Date:** 7/23/2019  
**Architect:** SCM Architects  
**Estimated Duration:** 11 months  
**Building Size:** 15,000 sf

### Building Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Grand Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>01-0000</strong> Final Cleaning</td>
<td>1,663</td>
</tr>
<tr>
<td><strong>03-0010</strong> Concrete</td>
<td>274,722</td>
</tr>
<tr>
<td><strong>04-2000</strong> Masonry</td>
<td>252,114</td>
</tr>
<tr>
<td><strong>05-1205</strong> Structural Steel Supply &amp; Install</td>
<td>52,273</td>
</tr>
<tr>
<td><strong>05-1950</strong> Miscellaneous Metal Fabrications</td>
<td>45,752</td>
</tr>
<tr>
<td><strong>06-1000</strong> Wood Framing</td>
<td>337,568</td>
</tr>
<tr>
<td><strong>07-1000</strong> Waterproofing and Dampproofing</td>
<td>65,867</td>
</tr>
<tr>
<td><strong>07-3100</strong> Asphalt Shingles</td>
<td>32,168</td>
</tr>
<tr>
<td><strong>07-4000</strong> Metal Wall Panels</td>
<td>57,385</td>
</tr>
<tr>
<td><strong>07-5900</strong> Membrane Roofing, Metal Roofing &amp; Sheet Metal</td>
<td>61,540</td>
</tr>
<tr>
<td><strong>08-1113</strong> Doors, Frames &amp; Hardware Supply</td>
<td>107,445</td>
</tr>
<tr>
<td><strong>08-1400</strong> Doors, Hardware, Specialties Install</td>
<td>13,450</td>
</tr>
<tr>
<td><strong>08-4100</strong> Entrances &amp; Storefronts</td>
<td>103,815</td>
</tr>
<tr>
<td><strong>09-2116</strong> Drywall</td>
<td>206,768</td>
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<tr>
<td><strong>09-6200</strong> Epoxy Flooring</td>
<td>59,064</td>
</tr>
<tr>
<td><strong>09-6500</strong> Commercial Flooring</td>
<td>46,718</td>
</tr>
<tr>
<td><strong>09-9100</strong> Painting &amp; Wall Covering</td>
<td>147,717</td>
</tr>
<tr>
<td><strong>10-1100</strong> Premanufactured Canopies</td>
<td>18,748</td>
</tr>
<tr>
<td><strong>11-2300</strong> Residential Appliances</td>
<td>4,390</td>
</tr>
<tr>
<td><strong>11-4000</strong> Animal Equipment</td>
<td>428,464</td>
</tr>
<tr>
<td><strong>12-2100</strong> Blinds and Shades</td>
<td>1,870</td>
</tr>
<tr>
<td><strong>12-3000</strong> Millwork</td>
<td>43,883</td>
</tr>
<tr>
<td><strong>21-0000</strong> Fire Suppression</td>
<td>127,470</td>
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<tr>
<td><strong>22-0000</strong> Plumbing</td>
<td>310,244</td>
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<tr>
<td><strong>23-0010</strong> HVAC</td>
<td>386,792</td>
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<tr>
<td><strong>26-1000</strong> Electrical</td>
<td>264,573</td>
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<tr>
<td><strong>99-0000</strong> General Conditions</td>
<td>313,475</td>
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<tr>
<td><strong>Building Costs</strong></td>
<td>3,765,870</td>
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</tbody>
</table>

### Earthwork, Utilities and Site Improvements

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>31-0000</strong> Earthwork and Site Prep</td>
<td>333,185</td>
</tr>
<tr>
<td><strong>32-1216</strong> Asphalt Paving</td>
<td>46,220</td>
</tr>
<tr>
<td><strong>32-1723</strong> Pavement Markings and Signage</td>
<td>2,856</td>
</tr>
<tr>
<td><strong>32-3113</strong> Fencing &amp; Gates</td>
<td>114,959</td>
</tr>
<tr>
<td><strong>32-9323</strong> Landscaping</td>
<td>85,861</td>
</tr>
<tr>
<td><strong>Earthwork, Utilities and Site Improvements</strong></td>
<td>583,021</td>
</tr>
</tbody>
</table>
**Estimate Totals**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Cost Totals</td>
<td>4,188,660</td>
<td>4,188,660</td>
</tr>
<tr>
<td>Building Permit</td>
<td>13,042</td>
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<tr>
<td>Permits</td>
<td>13,042</td>
<td>13,042</td>
</tr>
<tr>
<td>Insurances &amp; Bond</td>
<td>160,331</td>
<td>160,331</td>
</tr>
<tr>
<td>Insurances and Bond</td>
<td>160,331</td>
<td>320,662</td>
</tr>
<tr>
<td>Construction Manager Fee</td>
<td>259,358</td>
<td>259,358</td>
</tr>
<tr>
<td>Construction Manager Fee</td>
<td>259,358</td>
<td>4,621,281</td>
</tr>
<tr>
<td>Contingency</td>
<td>94,312</td>
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</tr>
<tr>
<td>Contingency</td>
<td>94,312</td>
<td>4,715,603</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>4,715,603</strong></td>
</tr>
</tbody>
</table>

**PROJECT CONFIDENTIAL**

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This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in connection with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz’ prior written authorization.
EXHIBIT B

PROJECT INFO

T1.01 COVER SHEET
T1.02 INDEX OF DRAWINGS, GENERAL NOTES

CIVIL
C0.00 COVER
TS1.00 TOPOGRAPHIC SURVEY
C1.00 DEMOLITION PLAN
C2.00 SITE PLAN
C3.00 OVERALL GRADING & DRAINAGE PLAN
C3.01 GRADING PLAN - NORTH
C3.02 GRADING PLAN - SOUTH
C3.03 GRADING PLAN - INSET
C3.04 DRAINAGE PLAN - NORTH
C3.05 DRAINAGE PLAN - SOUTH
C4.00 EROSION CONTROL PLAN
C5.00 UTILITY PLAN
C6.00 OVERALL LANDSCAPE PLAN
C6.01 LANDSCAPE PLAN - NORTH
C6.02 LANDSCAPE PLAN - SOUTH
C6.03 LANDSCAPE NOTES AND DETAILS
C7.00 DETAIL SHEET I
C7.01 DETAIL SHEET II
C7.02 DETAIL SHEET III
C7.03 DETAIL SHEET IV
C7.04 DETAIL SHEET V
C7.05 DETAIL SHEET VI
C7.06 DETAIL SHEET VII
C7.07 DETAIL SHEET VIII
C7.08 CITY DETAILS I
C7.09 CITY DETAILS II

STRUCTURAL
S0.01 NOTES
S0.02 NOTES
S0.03 NOTES
S0.04 NOTES
S0.10 QUALITY ASSURANCE
S0.11 QUALITY ASSURANCE
S1.02 FRAMING PLAN - ANIMAL SHELTER
S1.03 FRAMING PLAN - KENNEL BUILDING
S1.04 SLAB ON GRADE SLOPES AND DRAINS
S1.05 SLAB ON GRADE SLOPES AND DRAINS
S2.02 ROOF FRAMING PLAN - ANIMAL SHELTER
S2.03 ROOF FRAMING PLAN - KENNEL BUILDING
S2.10 WALL ELEVATIONS
S3.00 FOOTING DETAILS
S3.01 SLAB ON GRADE DETAILS
S3.02 SLAB ON GRADE DETAILS
S3.03 TYPICAL CONCRETE DETAILS
S4.00 MASONRY WALL DETAILS
S4.01 MASONRY WALL DETAILS
S4.02 MASONRY WALL DETAILS
S5.00 STEEL DETAILS
S5.01 STEEL DETAILS
S6.00 TYPICAL WOOD FRAMING DETAILS
S6.01 TYPICAL WOOD FRAMING DETAILS
P.3.01 PLUMBING SUPPLY PLAN - MAIN BUILDING
P.3.02 PLUMBING SUPPLY PLAN - STRAY AND ADOPTION WINGS
P.3.03 PLUMBING ROOF PLAN - MAIN BUILDING

MECHANICAL
M.0.01 MECHANICAL SCHEDULES AND NOTES
M.0.02 MECHANICAL SCHEDULES
M.1.01 MECHANICAL LEGEND AND DETAILS
M.2.01 MECHANICAL PLAN - MAIN BUILDING
M.2.02 MECHANICAL PLAN - STRAY AND ADOPTION WINGS
M.2.03 MECHANICAL AXONOMETRIC PLAN
M.2.04 MECHANICAL REFLECTED CEILING PLAN - MAIN BUILDING
M.2.05 MECHANICAL REFLECTED CEILING PLAN - STRAY AND ADOPTION WINGS

ELECTRICAL
E.0.01 ELECTRICAL NOTES AND LEGEND
E.0.02 ELECTRICAL SITE PLAN
E.1.01 OVERALL ELECTRICAL PLAN
E.1.02 POWER PLAN - MAIN BUILDING
E.1.03 POWER PLAN - STRAY AND ADOPTION WINGS
E.1.04 MECHANICAL POWER PLAN - MAIN BUILDING
E.1.05 MECHANICAL POWER PLAN - STRAY AND ADOPTION WINGS
E.1.06 FIRE ALARM PLAN
E.1.07 FIRE ALARM PLAN - STRAY AND ADOPTION WINGS
E.2.01 LIGHTING PLAN - MAIN BUILDING
E.2.02 LIGHTING PLAN - STRAY AND ADOPTION WINGS
E.2.03 SITE PHOTOMETRICS
E.3.01 ELECTRICAL SCHEDULES AND RISER
E.3.02 PANEL SCHEDULES
E.3.03 ELECTRICAL DETAILS
E.2.03 SITE PHOTOMETRICS
DIVISION 0
00 00 11 - Drawing Index
00 00 12 - Drawing Index for Bid Alternatives 2 & 3
00 21 13 - Instructions To Bidders (Issued by General Contractor)
00 41 00 - Bid Form (Issued by General Contractor)

DIVISION 1 - GENERAL REQUIREMENTS
01 10 00 - Summary of Work
01 20 00 - Allowances and Unit Prices
01 21 00 - Project Procedures
01 23 00 - Bid Alternatives
01 30 00 - Administrative Requirements
01 32 16 - Progress Schedule
01 33 00 - Submittals
01 40 00 - Quality Control
01 50 00 - Construction Facilities, Temporary Controls, Temporary Utilities and Project Identification
01 60 00 - Product Requirements
01 70 00 - Contract Closeout

DIVISION 2 - EXISTING CONDITIONS
02 23 10 - Tree Protection & Trimming

DIVISION 3 - CONCRETE
03 10 00 - Concrete Formwork
03 20 00 - Concrete Reinforcement
03 30 00 - Cast-In-Place Concrete
03 35 00 - Concrete Floor Finishing
03 39 00 - Concrete Curing
03 39 50 - Concrete Sealing

DIVISION 4 - MASONRY
04 05 03 - Mortar and Masonry Grout
04 20 00 - Unit Masonry Systems

DIVISION 5 - METALS
05 12 00 - Structural Steel
05 50 00 - Metal Fabrications

DIVISION 6 - WOOD AND PLASTICS
06 10 00 - Rough Carpentry
06 10 53 - Wood Blocking and Curbing
06 13 43 - Plate Connected Wood Trusses
06 17 53 - Wood I-Joists, Rim Boards, and Engineered Wood
06 41 00 - Custom Cabinetry and Finish Carpentry

DIVISION 7 - THERMAL AND MOISTURE PROTECTION
07 19 00 - Water Repellent Coating
07 20 00 – Water Resistant Air Infiltration Barrier
07 21 00 – Board and Batts Insulation
07 26 20 – Fluid Applied Air and Water Barrier
07 31 10 – Asphalt Shingles
07 41 13 – Prefinished Metal Roof
07 42 13 – Metal Wall Panels
07 46 00 – Fiber Cement Siding
07 53 00 – Single Ply TPO Roofing Membrane
07 62 00 – Pre Finished Metal Flashing, Cladding, Soffits and Trim
07 54 00 – Firestopping
07 90 00 – Joint Sealers

DIVISION 8 – OPENINGS
08 11 00 – Steel Doors and Frames
08 14 22 – Flush Face Plastic Laminated Wood Doors
08 22 00 – Fiberglass (FRP) Doors and Frames
08 41 13 – Aluminum Entrances and Storefront
08 62 00 – Skylights
08 71 00 – Door Hardware
08 80 00 – Glazing

DIVISION 9 – FINISHES
09 21 16 – Gypsum Board Assemblies
09 30 00 – Wall Tile and Floor Tile
09 51 13 – Suspended Acoustical Ceilings
09 65 00 – Resilient Flooring
09 67 13 – Seamless Epoxy Flooring
09 77 00 – Fiberglass Reinforced Plastic Panels (FRP)
09 90 00 – Paints and Coatings

DIVISION 10 – SPECIALITIES
10 14 00 – Signage, Letters and Cast Bronze Plaque
10 28 00 – Toilet and Bath Accessories
10 44 00 – Fire Extinguisher Cabinets and Fire Specialties

DIVISION 11 – EQUIPMENT
11 10 00 – Contractor Provided and Installed Equipment
11 60 00 – Animal Equipment

DIVISION 12 – FURNISHINGS
12 00 00 – General Furnishings
12 21 13 – Horizontal Louver Blinds

DIVISION 13 – SPECIAL CONSTRUCTION
13 30 00 – Post Supported Premanufactured Canopies

DIVISION 14 – CONVEYING EQUIPMENT
None this project
DIVISION 21 – FIRE SUPPRESSION

DIVISION 22 – PLUMBING

22 05 16 – Expansion Fittings and Loops for Plumbing Piping
22 05 17 – Sleeves and Sleeve Seals for Plumbing Piping
22 05 18 – Escutcheons for Plumbing Piping
22 05 23 – General – Duty Valves for Plumbing Piping
22 05 29 – Hangers and Supports for Plumbing Piping and Equipment
22 05 53 – Identification for Plumbing Piping and Equipment
22 07 19 – Plumbing Piping Insulation
22 11 16 – Domestic Water Piping
22 11 19 – Domestic Water Piping Specialties
22 13 16 – Sanitary Waste and Vent Piping
22 13 19 – Sanitary Waste Piping Specialties
22 34 00 – Fuel-Fired, Domestic-Water Heaters
22 41 00 – Residential Plumbing Fixtures

DIVISION 23 – HVAC

23 05 10 – Mechanical Coordination
23 05 13 – Common Motor Requirements for HVAC Equipment
23 05 14 – Variable-Frequency Motor Controllers
23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment
23 05 53 – Identification for HVAC Piping and Equipment
23 05 93 – Testing, Adjusting, and Balancing for HVAC
23 11 23 – Facility Natural-Gas Piping
23 31 13 – Metal Ducts
23 33 00 – Air Duct Accessorries
23 34 23 – HVAC Power Ventilators
23 37 13 – Diffusers, Registers, and Grilles
23 74 13 – Packaged, Outdoor, Central-Station Air-Handling Units

DIVISION 26 – ELECTRICAL

26 05 19 – Low-Voltage Electrical Power Conductors and Cables
26 05 26 – Grounding and Bonding for Electrical Systems
26 05 29 – Hangers and Supports for Electrical Systems
26 05 33 – Raceways and Boxes for Electrical Systems
26 05 39 – Underfloor Raceways for Electrical Systems
26 05 43 – Underground Ducts and Raceways for Electrical Systems
26 05 44 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling
26 05 46 16 – Seismic Controls for Electrical Systems
26 05 53 – Identification for Electrical Systems
26 09 23 – Lighting Controls Devices
26 24 16 – Panelboards
26 27 13 – Electricity Metering
26 27 26 – Wiring Devices
26 28 16 – Enclosed Switches and Circuit Breakers
26 43 13 – Surge Protection for Low-Voltage Electrical Power Circuits
26 51 19 – LED Interior Lighting
26 56 19 – Exterior Lighting

DIVISION 27 – COMMUNICATIONS

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
31 00 00 – Geotechnical Investigation
31 10 00 – Site Clearing
31 22 13 – Site Grading
31 23 16 – Excavating
31 23 17 – Trenching
31 23 18 – Rock Removal
31 23 19 – Dewatering
31 23 23 – Backfilling
31 25 13 – Temporary Erosion Control
SWPPP Stormwater Pollution Prevention Plan for Construction Activity for Small Construction Sites
31 31 16 – Termite Control
31 37 00 – Rip-Rap

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 23 – Aggregate Base Course
32 12 16 – Asphalitic Paving
32 13 13 – Portland Cement Concrete Paving
32 13 73 – Pavement Joint Sealants
32 17 23 – Pavement Markings
32 31 00 – Custom Sliding Vehicular Gate
32 31 13 – Chain Link Fence and Gates
32 80 00 – Landscape Irrigation
32 92 19 – Seeding
32 93 00 – Trees, Shrubs, and Groundcover
32 92 23 – Turfgrass Sod

DIVISION 33 – UTILITIES

33 05 05 – Pipe Laying
33 11 16 Site Water Distribution
33 13 00 Disinfection of Water Distribution
33 14 01 Water & Sewer Reference Specification
33 31 00 Sanitary Sewer Systems
33 41 00 Storm Sewer
33 43 13 Sub-Drainage Systems
33 46 16 Sub-Drainage Roof Drains

DIVISION 34 - 45 – NOT USED
RESOLUTION NO. __________

A RESOLUTION APPROPRIATING FUNDS FOR THE
PARKS AND RECREATION DEPARTMENT
PROJECT NO. 18BPP5

WHEREAS, the City of Springdale is in the process of making
improvements to the Parks & Recreation Center and desire to install netting on
two soccer fields at a cost of $9,397 plus tax, and

WHEREAS, the City would also like to replace the lighting over the two
soccer fields at a cost of $15,899.10 plus tax, and.

WHEREAS, the 2019 Parks budget does not include sufficient funds for
these items.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby
appropriated $29,000 from the 2018 Park Bond Construction Fund for the
purchase and installation of lighting for the Parks and Recreation indoor soccer
fields and netting for the same soccer fields.

PASSED AND APPROVED this 27th day of August, 2019.

ATTEST:  

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney
**ESTIMATE**

**DATE**
8/8/2019

**ESTIMATE NO.**
9037

---

**NAME / ADDRESS**

CITY OF SPRINGDALE
SPRINGDALE PARKS & RECREATION
PO BOX 42
SPRINGDALE, AR 72765

**SHIP TO**

SPRINGDALE PARKS & RECREATION
RANDALL TYSON RECREATIONAL COMPLEX
ATTN: CHRIS GIBSON
4303 WATKINS AVE
SPRINGDALE, AR 72762

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<table>
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<th>P.O. NO.</th>
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<th>PROJECT</th>
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<td>Net 30</td>
<td>9/1/2019</td>
<td>AIN</td>
<td>EVERSON, WA</td>
<td>CHRIS</td>
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<td>3,516.92T</td>
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<td>#36 X 3-1/8&quot; STR. DBB KNOTTED NYLON</td>
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<tr>
<td></td>
<td>5/16&quot; HAND SEWN ROPE</td>
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<td>95 LB. LL, BOTTOM BORDER</td>
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<td>#36 X 3-1/8&quot; STR. DBB KNOTTED NYLON</td>
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<td></td>
<td>5/16&quot; HAND SEWN ROPE</td>
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<td>95 LB. LL, BOTTOM BORDER</td>
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<tr>
<td></td>
<td>CUSTOM ZIPPERS FOR MAINTENANCE DOOR ENTRANCE</td>
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<td>2</td>
<td>CUSTOM DIVIDER CURTAIN - OPTION 1</td>
<td>1,070.97</td>
<td>2,141.94T</td>
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<td>18' HIGH X 45' WIDE</td>
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<td></td>
<td>5/16&quot; HAND SEWN ROPE</td>
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<td>95 LB. LL, BOTTOM BORDER</td>
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<td></td>
<td>BLACK VINYL BOTTOM, 5' HIGH</td>
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<tr>
<td>1.990</td>
<td>3/16&quot; #719 AIRCRAFT CABLE; GALVANIZED, PER FOOT</td>
<td>0.20</td>
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<td>40</td>
<td>3/16&quot; MALLEABLE CABLE CLAMP, GALV, EA.</td>
<td>0.21</td>
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<td>400</td>
<td>7MM SNAP CLIP, EA.</td>
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<td>85</td>
<td>INDIVIDUAL PULLEY, EA.</td>
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<td>127.50T</td>
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<td>SHIPPING VIA TRUCK</td>
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Subtotal: $9,397.90

Sales Tax (0.0%): $0.00

**TOTAL**: $9,397.90
# Estimate

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<td>#36 TK NYLON Black 1-3/4&quot; Square Mesh Netting Indoor Barrier Netting (3) 19' x 164&quot; doors in 2 (1) net is divider net with 3' vinyl at bottom</td>
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<td>#36 TK NYLON Black 1-3/4&quot; Square Mesh Netting Indoor Barrier Netting 19' x 73&quot;</td>
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<td>2500:2501</td>
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<td>1,765.00</td>
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<td>Custom Cable Kit includes cabling, turnbuckles, eye bolts, cable clamps and facing cord middle sliding curtain cable (ss)</td>
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<tr>
<td>5555</td>
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<td>625.00</td>
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<td>972.47</td>
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*Provide sales tax exemption letter to remove sales tax.*
**Bill To:** XXXXX  
City of Springdale Parks and Rec  
1906 Cambridge St.  
SPRINGDALE, AR 72762  
USA  

**Contact:**  
Name: Chris Gibson  
Tel: 479-283-0075  
Fax: N/A  
cgibson@springdalear.gov

**Proposal ID:** 080119CC1456  
**Date:** August 05, 2019  
**Terms:** No Terms  
**Current Lead time ARO:** 7-12 business days ARO

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<th>Description</th>
<th>Tag</th>
<th>Unit Price</th>
<th>Amount</th>
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| 1        | 4203   | Knotless Nylon FR 1-1/2in Sq  
Width: 18.00 FT  
Length: 164.00 FT  
Color: Black FR  
Sewn Border: Polyester Braid 3/4in Black | Divider Panel | 2,391.12 | 2,391.12 |
| 3        | 4203   | Knotless Nylon FR 1-1/2in Sq  
Width: 54.66 FT  
Length: 130.00 FT  
Color: Black FR  
Sewn Border: Polyester Braid 1/4in Black |  |  |  |
| 8        | 4203   | Knotless Nylon FR 1-1/2in Sq  
Width: 18.00 FT  
Length: 44.00 FT  
Color: Black FR  
Sewn Border: Polyester Braid 1/4in Black  
Custom doors to be cut on site | N & S Panels | 597.78 | 4,782.24 |
| 8        | 4203   | Knotless Nylon FR 1-1/2in Sq  
Width: 18.00 FT  
Length: 32.50 FT  
Color: Black FR  
Sewn Border: Polyester Braid 1/4in Black | E & W Panels | 597.78 | 4,782.24 |

**Subtotal:** 29,222.70

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<th>PPD GRD</th>
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<td>4,120.40</td>
<td>33,343.10</td>
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Date: 08/09/2019
Proj Name: 0233392514
GB Quote #: 
Release Nbr: 
Purchase Order Nbr: 
Additional Ref#: 
Valid From: 08/09/2019 
Valid To: 08/09/2019 
Contact: DAVID GRESHAM 
Email: david.gresham@graybar.com

Proposal
We Appreciate Your Request and Take Pleasure in Responding As Follows

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Type</th>
<th>Quantity</th>
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<th>Catalog Nbr</th>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
<th>Ext Price</th>
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<tbody>
<tr>
<td>100</td>
<td>42 EA T-1 LGT</td>
<td>T1- IHBLED4/B/481-40</td>
<td>$378.55</td>
<td>1</td>
<td>$15,899.10</td>
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***Item Note:*** 481 Watts

Total in USD (Tax not included): $15,899.10

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information, call 1-800-3457888 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com. 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and risk.

Unless noted the estimated ship date will be determined at the time of order placement.
Springdale Recreation Center

2019 Lighting Project

Included in the attachments are several options to improve the lighting for the basketball courts and soccer field areas. With each option there are several factors that were taken into account. Some of the factors include cost, foot-candles archived, and the color. Through both companies we have tested several fixtures to obtain our desired 50 foot-candles and natural light color. Please see attachments for details.
Elliott Electrical Supply & Springdale Parks and Recreation Process

First set of samples:
GE- knw1pk ALBEO 24k Lumen

Results: 28 Fc

Fixture was smaller with a higher concentration of light, which resulted in being very bright when looked up at. Also did not meet the desired Fc.

Second set of samples:
GE- 36k Lumen 4K

Results: 42 Fc

Fixture was also smaller with the same concentration of light when looked at directly. Still did not meet the desired Fc.

Third set of samples:
GE- QW1PK 48k Lumen 4K

Results: 54 Fc

Fixture met the desired 50 Fc on basketball. It did not meet the 50 Fc over soccer. It was 48 Fc with the turf absorbing a portion of the light. Fixture was still difficult to look at and could cause a distraction for the players.

Warranty:
Manufacture offered a 5 yr warranty but agreed to a 7 yr warranty.

L70's:
100,000 hours minimum
Graybar & Springdale Parks and Recreation Process

First set of samples:
T1-IH8LED2/B/161-50
Results: 29 Fc
Fixtures did not produce enough light to meet the requested 50 foot candles on the basketball court.

Second set of samples:
T1-IH8LED2/B/201-50
Results: 36 Fc
Fixtures still did not meet the light level requested (50 Foot candles). Discussed having to go with a much higher wattage to produce light level requested for the soccer side vs the basketball side. We went and measured the facility and ran lighting layout to provide estimates on the foot candle output for third set of samples.

Third set of samples:
T1-IH8LED4/B/281-40 (Basketball)
T1-IH8LED4/B/481-40 (Soccer)
Results: 56 & 62 Fc
Fixtures both met the light levels that were requested. 281W fixture put off 56Fc on the basketball side and the 481W fixture put off 62Fc on the Soccer side.

Warranty:
Manufacturer offers a 7 year limited warranty and Graybar has provided written notice that we will back up the warranty if anything were to happen to the manufacturer before the warranty expires.

L70's:
T1-IH8LED4/B/281-40 | 201,000 hours
T1-IH8LED4/B/481-40 | 198,000 hours
To: CITY OF SPRINGDALE
   201 SPRING ST
   SPRINGDALE AR 72764-4554
Attn: JJ
Phone: 479-751-5751 WAT
Email
Fax: 479-750-8504-BONNIE

Date: 06/14/2019
Project Name: 
GB Quote #: 0232983441
Purchase Order Nbr: 
Release Nbr: 
Additional Ref#: 
Revision Nbr: 1
Valid From: 06/14/2019
Valid To: 07/14/2019
Contact: JORDAN THOMPSON
Email: jordan.thompson@graybar.com

Proposal
We appreciate your request and take pleasure in responding as follows:

Notes:

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<th>Item Type</th>
<th>Quantity</th>
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<th>Description</th>
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<td>T-1 LGT</td>
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<td><strong>GB Part #: NOF TLT T-1 LGT</strong></td>
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<td><em><strong>Item Note:</strong></em> * 281 Watts</td>
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<td>(481-40)</td>
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<td><strong>GB Part #: NOF TLT T-1 LGT</strong></td>
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<tr>
<td></td>
<td><em><strong>Item Note:</strong></em> * 481 Watts</td>
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Total in USD (Tax not included): $44,853.60

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.
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<th>Catalog Nbr</th>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
<th>Ext.Price</th>
</tr>
</thead>
</table>

**GRAYBAR ELECTRIC COMPANY, INC.**

**TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF ORDER:** **TERMINATION.** Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company Inc. ("Graybar") and, when applicable, Graybar's supplier. A credit offer by the buyer of the goods ("Buyer") becomes irrevocable at Graybar's discretion. The buyer may request to terminate the acceptance of an order by providing a written request to Graybar. Graybar may provide a written notice to the buyer to terminate the order if it determines that the order is not in its best interest.

2. **PRICES AND SHIPMENTS:** Unless otherwise stated, prices shall be effective at the time of shipment unless otherwise stated, and are subject to change. Graybar will notify the buyer of any changes in prices and shipment dates.

3. **RETURN OF GOODS:** Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of returning.

4. **TAXES:** Taxes do not include sales or other taxes imposed by the state or local tax authority.

5. **LIMITED WARRANTIES:** Graybar warrants that all goods sold are free from defects and will make available to Buyer all transferable warranties (including without limitation, any warranties with respect to serial/unique property, misdescription, and the like) from the manufacturer to the buyer. Graybar makes no warranty, expressed or implied, except as provided herein.

6. **LIMITED LIABILITY:** Graybar does not warrant that all goods sold are free from security interest and will make available to Buyer all transferable warranties (including without limitation, any warranties with respect to serial/unique property, misdescription, and the like) from the manufacturer to the buyer. Graybar makes no warranty, expressed or implied, except as provided herein.

7. **MODIFICATION OF TERMS AND CONDITIONS:** These terms and conditions apply to all orders and negotiations and supersede any previous representations, communications, negotiations, orders, and written statements regarding the subject matter of these terms and conditions.

8. **APPLICATION OF LAW:** The laws of the State of Missouri shall govern the interpretation of this agreement. Any dispute arising hereunder shall be subject to the jurisdiction of the courts of the State of Missouri.

**Proposal**

We appreciate your request and take pleasure in responding as follows.
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**Total:** $6,202.75

**Sub Total:** $5,752.75

**Tax:** $500.00

**Grand Total:** $6,252.75

**Ship To Information:**

- **Address:** P O Box 42
- **City:** Springdale AR
- **PO BOX:** LITES 48000 LUMEN
- **Phone:** 470-730-8185

**Customer Name:** Paddy J. David

**Invoice Date:** 5/14/2019

**Date and Time Printed:** 5/14/2019 12:04:20 PM

**Attention:** Do Not Deliver From This Document

**Customer Job #/PO:** LED FIXTURES 48000 LUMEN

**Quote:** #106-60962
**Bluff Cemetery Maintenance Costs**  
*8/13/2019*

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<th>Maintenance Options</th>
<th>Annual Cost</th>
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<td>2019 Budget (Labor &amp; Supplies)</td>
<td>$50,200.00</td>
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<tr>
<td>Current R/W Contractor Bid (28 Weeks Mowing)</td>
<td>$67,381.00</td>
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<tr>
<td>Burton Cemetery Services (Total Cemetery Maintenance)</td>
<td>$37,400.00</td>
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BURTON CEMETERY SERVICE

683 Madison 8105
Hindsville, AR. 72738
PH. 479-236-3176

Burton Cemetery Service (BCS) was established in 1969 in Springdale AR and has been family owned and operated since that time. The current owner and operators are Sarah Grubbs and Mark Terry in Hindsville, AR. The business has six (6) employees and the following equipment:

Grave opening and closing
- 3 Case backhoes
- 4 Dump trucks
- 3 flatbeds
- 8 trailers

Lawn maintenance
- 1 Husky 60" deck
- 1 Cub Cadet 48" deck
- 1 Craftsman 48" deck
- 2 Stihl weed eaters
- 1 Ryobi Blade weed eater

We are the only company allowed to open and close graves at the following cemeteries:

Hickory Creek cemetery
Silent Grove Cemetery
Wilson Cemetery
Mount Comfort Cemetery
Kings Cemetery

The following Funeral Homes use our company exclusively to open and close grave for them:

Backstrom-Pyeatte Funeral Homes
Memorial Funeral Home
Heritage Funeral Home
Sicos Funeral Home
Beards Funeral Chapel
Westfield Chapel
Benton County Funeral Home
Cemetery maintenance services proposed:

Remove dead flowers, tree branches, trash and debris from the cemetery weekly.
Add topsoil and level graves that have settled and rutting as needed.
Have exclusive right to open and close graves at Bluff Cemetery for the life of this agreement.
Notify Public works supervisor of issues that arise at the cemetery as needed. Provide continuous upkeep of the cemetery to a park-like standard.
Mow and trim the entire cemetery once a week during the 28 week grass growing season.
Damage to graves and headstones will be performed as part of this agreement and bill to the party causing the damage.

Service Agreement Pricing for upkeep of Bluff Cemetery:

Cost for weekly general upkeep of the cemetery will be $100.00/week.
Weekly cost to mow and trim the cemetery for the 28 week mowing season will be $1150.00/week
Each extra mowing after 28 weeks will be $1150.00 per occurrence.
Performing grave opening and closing services will be at the rates shown on the attached price sheet. Grave opening and closing services to be billed to the funeral clients not the City of Springdale (City).

Payment for services shall be invoiced and paid month during the period of the agreement.

Termination:

Subject to the following provisions, any service agreement resulting from this solicitation may be terminated by either party upon thirty days advance written notice to the other party. If any work or service is in progress but not completed as of the date of termination, then said service agreement may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for convenience - In the event that the service agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty day advance notice, then the City shall negotiate reasonable termination costs.

2. Termination for cause - Termination by the City for cause, default, or negligence on the part of the contractor then termination costs if any shall not apply. The thirty day advance notice requirement is waived in the event of termination for cause.

3. Termination due to unavailability of funds - When funds are not appropriated or otherwise made available to support the continuation of performance, the service agreement shall be cancelled at the discretion of the city.
Burton Cemetery Service price sheet (7/5/2020)

Open and close full size grave over 4 foot long................................. $400.00
Open and close infant grave......................................................... $150.00
Open and close for cremation....................................................... $150.00
Double depth full size grave....................................................... $1000.00
Dissenter **.............................................................. $1200.00
Jackhammer for rock, when needed............................................ $150.00/hour
Tent set up over graves excavated by BCS................................. $250.00

Sundays and holidays charge double the above prices............
(New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.)

**A dissenter is when we have to dig up a vault that has already been buried