Next scheduled Committee Meeting will be held in the Multi-Purpose Room, 201 Spring Street, Springdale, Arkansas

- The next Committee meeting To be determined
- Committee agendas will be available on Friday, August 30, 2019.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 27th, 2019

5:55 p.m.  Pre Meeting Activities
           Pledge of Allegiance
           Invocation – Jeff Watson

6:00 p.m.  OFFICIAL AGENDA

1.  Large Print agendas are available.

2.  Call to Order – Mayor Doug Sprouse

3.  Roll Call – Denise Pearce, City Clerk
    Recognition of a Quorum.

4.  Comments from Citizens
    The Council will hear brief comments from citizens during this period on
    issues not on the Agenda. No action will be taken tonight. All comments
    will be taken under advisement.

5.  Approval of Minutes – August 13th, 2019

6.  Procedural Motions
   A.  Entertain Motion to read all Ordinances and Resolutions by title only.
   B.  Entertain Motion to dispense with the rule requiring that ordinances be fully and
       distinctly read on three (3) different days for ordinances listed on this agenda as item
       numbers 7A-B, 8A, 9A-B, & 12. Motion must be approved by two-thirds (2/3) of the
       council members).

7.  Planning Commission Report and Recommendation by Patsy Christie Director of
    Planning and Community Development:
   A.  An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance
       of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning
       certain lands from Agricultural District (A-1) to Low/Medium Density Single Family
       Residential District (SF-2) and declaring an emergency (3565 Gum Lane - 2 acres).
   B.  An Ordinance amending Ordinance No. 3307 the same being the Zoning Ordinance
       of the City of Springdale, Arkansas, and the plat pertaining thereto by rezoning
       certain lands from Agricultural District (A-1) to Low/Medium Density Single Family
       Residential District (SF-2) and declaring an emergency (Washington County Parcel
       #815-29339-121 - South of E. Don Tyson Parkway - 3 acres).
   C.  A Resolution approving a waiver of street improvements, drainage, curbs, gutters
       and sidewalks as set forth in Ordinance No. 3725 to Karen Hamilton in connection
       with a single family dwelling at 3565 Gum Lane.
   D.  A Resolution approving a Conditional Use for Lori Bolen for Parcel #815-29339-121
       as set forth in Ordinance No. 4030 (South of E. Don Tyson Parkway).

8.  Ordinance Committee Report and Recommendations by Chairman Mike Overton:
   A.  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.
9. Finance Committee Report and Recommendations by Chairman Jeff Watson:

   A. 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.

   B. An Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Burton Cemetery Service for the care and maintenance of Bluff Cemetery; to waive competitive bidding; to declare an emergency, and for other purposes.

   C. A Resolution accepting the guaranteed maximum price for the construction of Springdale’s Animal Shelter (Project No. 18BPA1).

10. Parks and Recreation Committee Report and Recommendations by Chairman Mike Lawson:

   A Resolution appropriating funds for the Parks and Recreation Department (Project No. 18BPP5) (Pertaining to the installation of netting and lighting at two indoor soccer fields at the Parks and Recreation Center).

11. Street and CIP Committee Report and Recommendations by Chairman Rick Evans:

   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).

12. An Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas. Presented by City Attorney Ernest Cate (307 S. Cleveland St. and E. Emma Avenue).

13. Comments from Department Heads.

14. Comments from Council Members.

15. Comments from City Attorney.

16. Comments from Mayor. Committee Meeting 9/2 - Holiday?

17. Adjournment.
The City Council of the City of Springdale met in regular session on Tuesday, August 13, 2019, in the City Council Chambers, City Administration Building. Mayor Doug Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Sprouse</td>
<td>Mayor</td>
</tr>
<tr>
<td>Amelia Williams</td>
<td>Ward 3</td>
</tr>
<tr>
<td>Jeff Watson</td>
<td>Ward 3 (Absent)</td>
</tr>
<tr>
<td>Mike Overton</td>
<td>Ward 2</td>
</tr>
<tr>
<td>Colby Fulfer</td>
<td>Ward 1</td>
</tr>
<tr>
<td>Mike Lawson</td>
<td>Ward 4</td>
</tr>
<tr>
<td>Rick Evans</td>
<td>Ward 2</td>
</tr>
<tr>
<td>Brian Powell</td>
<td>Ward 1</td>
</tr>
<tr>
<td>Kathy Jaycox</td>
<td>Ward 4</td>
</tr>
<tr>
<td>Ernest Cate</td>
<td>City Attorney</td>
</tr>
<tr>
<td>Denise Pearce</td>
<td>City Clerk/Treasurer</td>
</tr>
</tbody>
</table>

Department heads present:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Irwin</td>
<td>Fire Chief</td>
</tr>
<tr>
<td>Mike Peters</td>
<td>Police Chief</td>
</tr>
<tr>
<td>Patsy Christie</td>
<td>Planning Director</td>
</tr>
<tr>
<td>Wyman Morgan</td>
<td>Director of Financial Services</td>
</tr>
<tr>
<td>Chad Wolf</td>
<td>Parks &amp; Recreation Director</td>
</tr>
<tr>
<td>Ashley Earhart</td>
<td>Public Relations Director</td>
</tr>
<tr>
<td>Brad Baldwin</td>
<td>Eng. &amp; Public Works Director</td>
</tr>
<tr>
<td>Ron Findley</td>
<td>Neighborhood Services Director</td>
</tr>
<tr>
<td>Marcia Ransom</td>
<td>Library Director</td>
</tr>
</tbody>
</table>

APPROVAL OF MINUTES

Council Member Evans moved the minutes of the July 23, 2019 City Council meeting be approved as presented. Council Member Jaycox made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

Council Member Evans made the motion to read all Ordinances and Resolutions by title only and to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for all items listed on this agenda. Council Member Jaycox made the second.

The vote:

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

No: None

ORDINANCE NO. 5404 – ACCEPTING THE FINAL PLAT OF THE TYSON HEIGHTS PHASE II SUBDIVISION AND DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance accepting the Final Plat of the Tyson Heights Phase II Subdivision to the City of Springdale and declaring an emergency and for other purposes. The subdivision is located on the north side of East Don Tyson Parkway, west of George Anderson Road.

Planning Commission recommended approval of the plat.
After reading the title of the Ordinance, Council Member Evans moved the Ordinance “Do Pass”. Council Member Jaycox made the second.

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

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

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

The Ordinance was numbered 5404.

ORDINANCE NO. 5405 – AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS, THE DOWNTOWN DISTRICT FORM BASED CODE; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Chapter 32 of the Code of Ordinances of the City of Springdale, Arkansas, the Downtown District Form Based Code to make some needed revisions; declaring an emergency and for other purposes.

A public hearing was held at the August 6, 2019 Planning Commission meeting.

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

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

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

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

The Ordinance was numbered 5405.

ORDINANCE NO. 5406 – AMENDING ARTICLE 11 (DEFINITIONS) OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

Planning Director Patsy Christie presented an Ordinance amending Article 11 (Definitions) of the Zoning Ordinance of the City of Springdale, Arkansas; declaring an emergency and for other purposes.
Article 11 of the Zoning Ordinance of the City of Springdale, Arkansas, needs to be amended to replace, update, and modernize the various definitions.

A public hearing was held at the August 6, 2019 Planning Commission meeting.

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

The vote:

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

No: None

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

The vote:

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

No: None

The Ordinance was numbered 5406.

ORDINANCE NO. 5407 – AMENDING SECTION 2-157 OF THE SPRINGDALE CODE OF ORDINANCES (PERTAINING TO COMPETITIVE BIDDING PROCESS)

Council Member Mike Overton presented an Ordinance amending Section 2-157 of the Springdale Code of Ordinances pertaining to the competitive bidding process.

Arkansas Statute § 19-11-249 allows for Cities to purchase commodities or services thru cooperative purchasing agreements, and the Springdale Code of Ordinances have not been amended to take advantage of this purchasing option. The amendment will read as follows:

Sec. 2-157. - Competitive bidding process.

Except as provided under A.C.A. § 14-58-104(a) and A.C.A. § 19-11-249, competitive bids are required when the purchase or contract exceeds the sum of $20,000.00, and the mayor, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in a newspaper as required by law. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. Further, nothing in this paragraph shall limit the city council’s authority under state law to waive competitive bidding when the city council finds it is not feasible or practical and purchases of greater than $20,000.00 at state bid prices shall be exempt from the provisions of this section. The terms of an existing contract may be renewed or extended without soliciting bids, pursuant to A.C.A. § 14-58-104(b), subject to city council approval.

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

The vote:

Yes: Powell, Jaycox, Williams, Overton, Fulfer, Lawson, Evans
SPRINGDALE CITY COUNCIL
AUGUST 13, 2019

No: None

The Ordinance was numbered 5407.

RESOLUTION NO. 75-19 – AUTHORIZING THE GRANT OF A UTILITY EASEMENT TO OZARKS ELECTRIC ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS (PARCEL NO. 815-28663-004 AND PARCEL NO. 815-28663-002, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS)

Council Member Mike Overton presented a Resolution authorizing the grant of a utility easement to Ozarks Electric across property owned by the City of Springdale, Arkansas (Parcel No. 815-28663-004 and Parcel No. 815-28663-002, Springdale, Washington County, Arkansas).

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE GRANT OF A UTILITY EASEMENT TO OZARKS ELECTRIC ACROSS PROPERTY OWNED BY THE CITY OF SPRINGDALE, ARKANSAS (PARCEL NO. 815-28663-004 AND PARCEL NO. 815-28663-002, SPRINGDALE, WASHINGTON COUNTY, ARKANSAS).

WHEREAS, the City of Springdale, Arkansas, owns two tracts of property known as Parcel No. 815-28663-004 and Parcel No. 815-28663-002, Springdale, Washington County, Arkansas ("the Property");

WHEREAS, Ozarks Electric currently has an electric transmission line across the Property, but is in need of a larger utility easement across the Property, as shown on the attached Exhibit "A";

WHEREAS, the utility easement is necessary for the construction of a new electric transmission line to enhance capacity in the area of the Property, and will be beneficial to future growth and development of the area; and

WHEREAS, Ark. Code Ann. §14-54-302 provides that the Mayor and City Clerk may execute the attached easement document when authorized to do so by Resolution approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to execute the attached easement document granting a utility easement across the Property to Ozarks Electric.

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

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

The vote:
SPRINGDALE CITY COUNCIL
AUGUST 13, 2019

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

No: None

The Resolution was numbered 75-19.

RESOLUTION NO. 76-19 — AMENDING THE 2019 BUDGET OF THE FIRE DEPARTMENT TO PURCHASE AN AMBULANCE

Council Member Colby Fulfer presented a Resolution amending the 2019 Budget of the Springdale Fire Department to purchase an ambulance.

RESOLUTION NO. ___

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

WHEREAS, the Fire Department 2018 budget included funds for an ambulance that was not delivered and paid for until 2019, and

WHEREAS, the unspent funds from the 2018 budget were not included in the 2019 budget.

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

<table>
<thead>
<tr>
<th>Department</th>
<th>Account No.</th>
<th>Description</th>
<th>Present Budget</th>
<th>Increase</th>
<th>Decrease</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>10106014228050</td>
<td>From Reserves</td>
<td>240,000</td>
<td>212,000</td>
<td></td>
<td>452,000</td>
</tr>
</tbody>
</table>

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

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

The vote:

Yes: Williams, Overton, Fulfer, Lawson, Evans, Powell, Jaycox
SPRINGDALE CITY COUNCIL
AUGUST 13, 2019

No: None

The Resolution was numbered 76-19.

RESOLUTION NO. 77-19 – APPROPRIATING FUNDS FOR THE PARKS AND RECREATION DEPARTMENT (CIP#1904) PERTAINING TO INSTALLATION OF SYNTHETIC TURF

Council Member Mike Lawson presented a Resolution appropriating funds for the Parks and Recreation Department (CIP#1904) pertaining to installation of synthetic turf at the new Recreation Center.

A proposal of $124,389 was received from Shaw Sports Turf through the contract with the Interlocal Purchasing System,

RESOLUTION NO. ____

A RESOLUTION APPROPRIATING FUNDS FOR THE PARKS AND RECREATION DEPARTMENT (CIP #1904)

WHEREAS, the City of Springdale is in the process of making improvements to the Parks & Recreation Center and desire to install synthetic turf on two soccer fields, and

WHEREAS, the City has received a proposal of $124,389 from Shaw Sports Turf based on their contract with The Interlocal Purchasing System, and

WHEREAS, A.C.A § 19-11-249 states that "A public procurement unit may participate in ....a cooperative purchasing agreement for the acquisition of commodities or services".

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that there is hereby appropriated $124,389 from the funds in the CIP Fund reserved for park land acquisition for the purchase of synthetic turf.

PASSED AND APPROVED this ____ day of August, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 77-19.
RESOLUTION NO. 78-19 – ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION OF THE SHAW FAMILY PARK

Council Member Mike Lawson presented a Resolution accepting the guaranteed maximum price of $10,708,989 from Milestone Construction Company LLC.

RESOLUTION NO. 78-19

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF SPRINGDALE’S SHAW FAMILY PARK - PROJECT NO. 18BPPI AND PROJECT NO. 18BS16

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

WHEREAS, Shaw Family Park has been designed and bids taken from subcontractors, and

WHEREAS, Milestone Construction Company, LLC has proposed a guaranteed maximum price of $10,708,989 for the construction of Shaw Family Park, and

WHEREAS, $9,785,763 will be paid from the 2018 Park Bond Construction Fund and $923,226, that pertains to sidewalks/trails, will be paid from the 2018 Street Bond Construction

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 $10,708,989 submitted by Milestone Construction for the construction of Shaw Family Park.

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

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

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

The vote:

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

No: None

The Resolution was numbered 78-19.
RESOLUTION NO. 79-19 – AUTHORIZING CONTRACT EXECUTION WITH TIME STRIPING INC. FOR STREET STRIPING SERVICES

Council Member Rick Evans presented a Resolution authorizing contract execution with Time Striping Inc. for street striping services in the amount of $69,443.00. The striping is for Huntsville Avenue and a portion of Don Tyson Parkway between Thompson and Turner Street. The funds for striping work were approved in the 2019 Public Works budget.

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING CONTRACT EXECUTION FOR STREET STRIPING SERVICES

WHEREAS, a request for bids was advertised and competitive bids were received on July 26, 2019; a copy of the single responsive bid received is attached, and

WHEREAS, Time Striping, Inc., submitted the lowest bid in the amount of $69,443, and

WHEREAS, the funds for striping work were approved in the 2019 Public Works budget.

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

Section 1. The Mayor and City Clerk are hereby authorized to execute a contract with Time Striping, Inc., for thermoplastic pavement markings in the amount of $69,443.00.

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

PASSED AND APPROVED this ___ day of August, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________
Ernest Cate, City Attorney

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

The vote:

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

No: None

The Resolution was numbered 79-19.
RESOLUTION NO. 80-19 – AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN DAVID MANCIA IS DEFENDANT – PROPERTY LOCATED AT 815 E. EMMA AVENUE

Council Member Rick Evans presented a Resolution authorizing the City Attorney to settle a condemnation lawsuit where David Mancia is the defendant. The City of Springdale filed a lawsuit against David Mancia to condemn a tract of land located at 815 East Emma Avenue for the Springdale Airport Expansion Project. The sum of $103,000.00 was deposited into the Registry of the Court as estimated just compensation. David Mancia has provided two appraisals for the property, the first being for $214,000.00, and the second being for $141,000.00, and has extended an offer to settle the condemnation lawsuit for the total sum of $141,000.00. The additional $38,000.00 will be paid from Capital Improvement Funds.

RESOLUTION NO. ___

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN DAVID MANCIA IS DEFENDANT

WHEREAS, the City of Springdale filed a lawsuit against David Mancia to condemn a tract of land located at 815 East Emma Avenue for the Springdale Airport Expansion Project;

WHEREAS, the City of Springdale deposited the sum of $103,000.00 into the Registry of the Court as estimated just compensation for the subject property;

WHEREAS, David Mancia has provided two appraisals for the property, the first being for $214,000.00, and the second being for $141,000.00, and has extended an offer to settle the condemnation lawsuit for the total sum of $141,000.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of $38,000.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

WHEREAS, the Springdale Airport Commission has recommended approval of this settlement, and this is the last remaining case that is pending for this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the David Mancia condemnation lawsuit for the total sum of $141,000.00, with the amount of $38,000.00 to be paid from Capital Improvement Funds.

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

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

The vote:
Yes: Evans, Powell, Jaycox, Williams, Overton, Fulfer, Lawson

No: None

The Resolution was numbered 80-19.

RESOLUTION NO. 81-19 — AFFIRMING THE CITY OF SPRINGDALE’S COMMITMENT TO LIFE AND DESIGNATING THE CITY OF SPRINGDALE, ARKANSAS, AS A PRO-LIFE CITY

Council Member Colby Fulfer presented the following Resolution affirming the City of Springdale's commitment to life and designating the City of Springdale, Arkansas, as a Pro Life City.

Mr. Fulfer explained that the Planned Parenthood's facility lease was not renewed in Fayetteville. They are looking for a new location somewhere in Northwest Arkansas. He felt like there needed to be a resolution confirming that Springdale is Pro Life from beginning to end as stated in the Resolution. The Resolution bans no one from making a personal choice. As Planned Parenthood looks, he would like for them to know that Springdale is probably the city that would be the most difficult for them to find a location.

RESOLUTION NO. ___

A RESOLUTION AFFIRMING THE CITY OF SPRINGDALE'S COMMITMENT TO LIFE AND DESIGNATING THE CITY OF SPRINGDALE, ARKANSAS, AS A PRO-LIFE CITY

WHEREAS, we are granted inalienable rights by our Creator, among them being life, liberty and the pursuit of happiness, and these inalienable rights have been clearly stated and implemented throughout our Nation's history, most notably in the Declaration of Independence;

WHEREAS, denying the right to life of a created being is to deny liberty, the pursuit of happiness and all other inalienable rights;

WHEREAS, equality takes on its greatest form at the point of creation;

WHEREAS, the City of Springdale places the highest value on each individual's right to life;

WHEREAS, the General Assembly of the State of Arkansas has repeatedly affirmed its commitment to life, evidenced by legislation it has passed over time, including but not limited to:

-Act 1696 of 2005 – The Unborn Child Pain Awareness and Prevention Act
-Act 301 of 2013 – The Arkansas Human Heartbeat Protection Act
-Act 1086 of 2015 – The Woman's Right-to-Know Act
-Act 45 of 2017 – The Unborn Child Protection from Dismemberment Abortion Act
-Act 392 of 2017 – The Born-Alive Infant Protection Act
-Act 733 of 2017 – The Sex Discrimination by Abortion Prohibition Act
-Act 493 of 2019 - The Cherish Act
-Act 619 of 2019 - The Down Syndrome Discrimination by Abortion Prohibition Act
-Act 653 of 2019 – The Prohibition of Public Funding of Human Cloning and Destructive Embryo Research Act

WHEREAS, the City of Springdale affirms the value of human life at every stage; and

WHEREAS, the City of Springdale affirms its commitment to life, evidenced by its dedication to educate every child, provide economic opportunity for personal gain, welcoming of non-profit entities that provide care and assistance toward the well-being of
everyone, and its financial commitment to the Springdale Senior Center which cares for our senior citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that based on the foregoing, the City of Springdale, Arkansas hereby recognizes and designates itself as Arkansas’s first Pro Life City.

PASSED AND APPROVED this ___ day of August, 2019.

________________________________________
Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

________________________________________
Ernest B. Cate, City Attorney

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

Mayor Sprouse opened up the meeting for public comments.

Twenty-eight people spoke and expressed their opinion on this Resolution, there being 14 for it and 14 against it. (The audio/video tape is on file in the City Administration Building)

Mayor Sprouse explained his beliefs and feelings regarding this Resolution.

Council Member Jaycox explained her beliefs also but her problem is she doesn't think the city council has any responsibility to divide the city between Pro Life and Pro Choice.

The vote:

Yes: Powell, Williams, Overton, Fulfer, Lawson, Evans

No: Jaycox

The Resolution was numbered 81-19.

PUBLIC INPUT SESSION

Public Relations Director Ashley Earhart announced there will be a public input session on the Luther George Park makeover this Thursday, August 15, 2019 at 5:30 p.m. at the Shiloh Meeting Hall.

ADJOURNMENT

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

After a voice vote of all ayes and no nays, the meeting adjourned at 7:35 p.m.

________________________________________
Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of August 6, 2019 for hearing the matter of a petition of Karen J. Hamilton, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

Layman’s Description: 3565 Gum Lane

Legal Description: Part of the southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Seventeen (17) Township Seventeen (17) North, Range Twenty-nine (29) West, Washington County, Arkansas, described as follows: Beginning at a point 520 feet South and 640 feet East of the Northwest corner of said forty acre tract; thence East 334 feet, thence North 260 feet, thence West 334 feet, thence South 260 feet to the point of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:
SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF ____________, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of August 6, 2019 for hearing the matter of a petition of Lori Bolen, requesting that the following described tract of real estate to be zoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

Layman’s Description: Washington County Parcel #815-29339-121

Legal Description: A part of the NE 1/4 of the NE 1/4 of Section 13, T17N, R30W in Washington County, Arkansas and being described as follows: Commencing at the NE Corner of said NE 1/4, NE 1/4, thence N87° 39’ 09” W 164.99 feet to the POINT OF BEGINNING thence S02° 14’ 01” W 792.30 FEET, THENCE N87° 45’ 24” W 165.01 feet, thence N02° 14’ 01” E 791.51 feet, thence S88° 01’ 57” E 165.01feet to the POINT OF BEGINNING: Containing 3 acres more or less subject to easements and right of way of record.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

SECTION 1: That Ordinance No. 3307, the Amendments thereto, and the Zoning Plat pertaining thereto of the City of Springdale, Arkansas, should be and the same is amended as follows:

From Agricultural District (A-1) to Low/Medium Density Single Family Residential District (SF-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF ____________, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney
RESOLUTION NO. ______

A RESOLUTION APPROVING A WAIVER OF STREET
IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND
SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725
TO KAREN HAMILTON IN CONNECTION WITH A
SINGLE FAMILY DWELLING AT 3565 GUMM LANE

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

WHEREAS, the Planning Commission reviewed a request for waiver of street
improvements to including drainage improvements related thereto, sidewalks in
connection with a single family dwelling for Karen Hamilton and the Planning
Commission recommends approval of the waiver request subject to a Bill of Assurance.

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

Option 1: Grants a waiver of street improvements to Gum Lane including
drainage improvements related thereto, sidewalks in connection with a single family
dwelling for Karen Hamilton.

Option 2: Denies a waiver of street improvements to Gum Lane including
drainage improvements related thereto, sidewalks in connection with a single family
dwelling for Karen Hamilton.

Option 3: Approves payment in lieu of improvements to Gum Lane connection
with a single family dwelling for Karen Hamilton with estimated cost to be submitted by
the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed ______ years for street improvements to Gum Lane including drainage
improvements related thereto, sidewalks to be built in connection with a single family
dwelling for Karen Hamilton.

PASSED AND APPROVED THIS _______ DAY OF ________, 2019.

__________________________
Doug Sprouse, Mayor

ATTEST:

__________________________
Denise Pearce, City Clerk

APPROVED AS TO FORM:

__________________________
Ernest Cate, City Attorney
RESOLUTION NO. _____

A RESOLUTION APPROVING A CONDITIONAL USE FOR
LORI BOLEN FOR PARCEL #815-29339-121 AS SET
FORTH IN ORDINANCE NO. 4030

WHEREAS, Ordinance #4030 amending Chapter 130 (Zoning Ordinance) of the
Springdale Code of Ordinance provides that an application for a conditional use on
appeal must be heard first by the Planning Commission and a recommendation made
to the City Council; and

WHEREAS, the Planning Commission held a public hearing on August 6, 2019,
on a request by Lori Bolen for a tandem lot split in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of
seven (7) yeas and zero (0) nays.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF SPRINGDALE, that the City Council hereby grants a conditional use to Lori Bolen
for a tandem lot split in an Agricultural District (A-1) for parcel #815-29339-121.

PASSED AND APPROVED THIS _______ DAY OF _________, 2019.

ATTEST:

Doug Sprouse, Mayor

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest Cate, City Attorney
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 upon 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 1-9.

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 of 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 to the elecorary circuit 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 electors 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 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 1927, and Acts amendatory thereto (A.C.A. §§ 16-17-201 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 Department, 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 treasurer as 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 no contest to or is found guilty of driving while intoxicated or driving while impaired shall pay an additional fine in the sum of $250.00.

Sec. 70.5. - Seeds: disposition of proceeds.

All money received from the additional court costs imposed by the provisions of Section 70.4 as persons who plead guilty or no contest to, 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 return for leisure and benefit $150.00 of the amount.

Sec. 70.6. - 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, it is provided that the payment of certain court costs to be used for the police officers' pension fund and for other purposes, A.C.A. § 16-17-110, be hereby approved, adopted and interpreted as fully as if set out in length herein, and the provisions thereof shall be controlling within the limits of the city.

Sec. 70.7. - Seeds: Additional costs in moving traffic violations.

The provisions of A.C.A. § 16-17-110 shall be applied with and additional costs are hereby levied to the amount of $2.00 for each judgment of conviction, plea of guilty or no contest to, 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, plea of guilty or no contest to, bond forfeiture in all cases in the first class of accounting records as described in A.C.A. § 16-17-707.

(b) Said additional sum 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. 79-10. - 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
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

<table>
<thead>
<tr>
<th></th>
<th>2019 Rates</th>
<th>2020 Proposed Rates</th>
<th>2020 Mo. Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PPO - CoPay Plan</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$483.44</td>
<td>$483.44</td>
<td></td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$965.81</td>
<td>$965.81</td>
<td></td>
</tr>
<tr>
<td>Employee/Child(ren)</td>
<td>$868.78</td>
<td>$868.78</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$1,327.99</td>
<td>$1,327.99</td>
<td></td>
</tr>
<tr>
<td><strong>HDHP Plan w/H.S.A.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$363.24</td>
<td>$363.24</td>
<td></td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$725.66</td>
<td>$725.66</td>
<td></td>
</tr>
<tr>
<td>Employee/Child(ren)</td>
<td>$652.76</td>
<td>$652.76</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$997.78</td>
<td>$997.78</td>
<td></td>
</tr>
</tbody>
</table>

Dental Insurance - Delta Dental

<table>
<thead>
<tr>
<th></th>
<th>2019 Rates</th>
<th>2020 Proposed Rates</th>
<th>2020 Mo. Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$29.56</td>
<td>$29.56</td>
<td></td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$61.66</td>
<td>$61.66</td>
<td></td>
</tr>
<tr>
<td>Employee/Child(ren)</td>
<td>$55.44</td>
<td>$55.44</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$94.20</td>
<td>$94.20</td>
<td></td>
</tr>
</tbody>
</table>

Vision Insurance - VSP

<table>
<thead>
<tr>
<th></th>
<th>2019 Rates</th>
<th>2020 Proposed Rates</th>
<th>2020 Mo. Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$6.26</td>
<td>$6.26</td>
<td></td>
</tr>
<tr>
<td>Employee/Spouse</td>
<td>$11.57</td>
<td>$11.57</td>
<td></td>
</tr>
<tr>
<td>Employee/Child(ren)</td>
<td>$12.51</td>
<td>$12.51</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$17.84</td>
<td>$17.84</td>
<td></td>
</tr>
</tbody>
</table>

Mutual of Omaha - Life & LTD

Rates will remain the same for 2020.
ORDINANCE NO. ______

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BURTON CEMETERY SERVICE FOR THE CARE AND MAINTENANCE OF BLUFF CEMETERY; TO WAIVE COMPETITIVE BIDDING; TO DECLARE AN EMERGENCY, AND FOR OTHER PURPOSES.

WHEREAS, the City of Springdale Public Works Department currently has funds budgeted for the care and maintenance of Bluff Cemetery;

WHEREAS, the City Council for the City of Springdale, Arkansas, believes it would be a more efficient use of the Public Works budget to contract out the care and maintenance of Bluff Cemetery;

WHEREAS, Burton Cemetery Service has provided the Public Works Department with a proposal pertaining to the care and maintenance of Bluff Cemetery, including weekly maintenance, mowing, trimming, removal of trash and debris, general upkeep, and the opening and closing of graves;

WHEREAS, Ark. Code Ann. §14-58-103 provides that "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

WHEREAS, the City of Springdale Public Works Department has determined that Burton Cemetery Service is uniquely qualified to provide these services, and that it is in the best interests of the citizens of the City of Springdale, Arkansas, to waive competitive bidding for the care and maintenance of Bluff Cemetery.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Burton Cemetery Service for the care and maintenance of Bluff Cemetery, with the costs thereof to be paid from previously budgeted funds of the City of Springdale Public Works Department, a copy of said Agreement being attached hereto and incorporated herein by reference;

Section 2: That competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

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

PASSED AND APPROVED this _____ day of ____________, 2019.

______________________________________________
Doug Sprouse, Mayor

ATTEST:

______________________________________________
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

______________________________________________
Ernest B. Cate, CITY ATTORNEY
AGREEMENT

THIS AGREEMENT is made this ______ day of ________, 2019, by and between the City of Springdale, Arkansas ("the City"), and Burton Cemetery Service ("BCS");

WITNESSETH:

WHEREAS, the City is responsible for the care, maintenance, and upkeep of Bluff Cemetery, and has appropriated funds in the Public Works Department budget for this purpose;

WHEREAS, the City believes it would be a more efficient use of the Public Works budget to contract out the care and maintenance of Bluff Cemetery;

WHEREAS, the City believes it would be in the best interests of Bluff Cemetery to grant exclusive rights for the opening and closing of graves therein;

WHEREAS, BCS has agreed to provide for the care, maintenance, and upkeep of Bluff Cemetery, subject to the terms of this Agreement;

WHEREAS, BCS has agreed to be the sole provider to open and close graves in Bluff Cemetery, subject to the terms of this Agreement, and subject to the price list attached to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and BCS hereto mutually agree as follows:

1. Term: The initial term of this Agreement shall be for a period of one (1) year from the date of this Agreement. This Agreement shall automatically renew for successive one (1) year terms, unless either party shall provide written notice to the other of its intent not to renew this Agreement, said notice must be given at least sixty (60) days prior to the expiration of the current one (1) year term. Unless otherwise agreed to by the parties, a renewal of this Agreement shall be upon the same terms and conditions as stated herein.

2. Cemetery Maintenance: BCS agrees to provide the following maintenance to Bluff Cemetery during the term of this Agreement:

(a) Remove dead flowers, tree branches, trash and debris from the cemetery weekly;
(b) Add topsoil and level graves that have settled and rutting as needed;
(c) Notify Public Works of issues that arise at the cemetery as needed;
(d) Provide continuous upkeep of the cemetery to a park-like standard;
(e) Mow and trim the entire cemetery once a week during the 28 week grass growing season;
(f) Identify any damage to graves and headstones and work with the City to seek restitution from the party causing the damage.
3. **Compensation:** In exchange for the cemetery maintenance provided by BCS, the City agrees to compensate BCS as follows:

   (a) General upkeep of the cemetery - $100.00/week;
   (b) Mowing and trimming of the cemetery - $1150.00/week during the 28 week mowing season;
   (c) Each extra mowing after 28 weeks - $1150.00 per occurrence.

   BCS shall invoice the City on a monthly basis during the term of this Agreement and any renewals thereof.

4. **Exclusive Right to Open/Close Graves:** During the term of this Agreement, or any renewals thereof, the City grants BCS the exclusive right to perform grave opening and closing services. Grave opening and closing services will be at the rates shown on the price sheet attached hereto as Exhibit "A" and incorporated herein by reference, and will be billed directly by BCS to funeral clients, and not to the City.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) 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 this Agreement will be extended said work or services are completed and accepted. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event the City does not appropriate or otherwise make available funds to support the continuation of this Agreement, this Agreement shall be cancelled at the discretion of the City.

6. **Notice:** The written notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage prepaid, with a copy to be sent via regular mail and via email, to the parties as follows:

   If to City:  Mayor Doug Sprouse  
               201 Spring Street  
               Springdale, AR 72764  
               dsprouse@springdalear.gov

   If to BCS:  Burton Cemetery Service  
               683 Madison 8105  
               Hindsville, AR 72738

   ______________________________ (email)

7. **Reservation of Rights:** The City reserves the right to authorize the services of another cemetery service to open or close any grave in the event of emergency, exigent circumstances, or upon the nonperformance or negligence of BCS of any of the provisions of this Agreement.
8. **Liability Insurance:** BCS agrees to maintain, at all times herein, a policy of liability insurance in such an amount as is sufficient to reimburse the City for any losses or damages it may incur at Bluff Cemetery as a result of BCS' negligence or other actions. BCS shall provide the City a copy of such policy upon demand by the City.

9. **Indemnity:** BCS agrees to defend and hold the City harmless for any actions, damages, causes of action, or other actions resulting from BCS activities in Bluff Cemetery. BCS acknowledges that the City has statutory tort immunity, and nothing in this Agreement shall be construed to limit or waive the City's statutory tort immunity.

10. **Modification/Amendment:** This Agreement, including the price sheet attached hereto, shall only be amended or modified upon the mutual written consent of the City and BCS.

**IN WITNESS WHEREOF,** the City and BCS have executed this Agreement by their respective authorized representatives.

CITY OF SPRINGDALE, ARKANSAS

BY: ____________________________
    Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

BURTON CEMETERY SERVICE

BY: ____________________________
Exhibit "A"

Burton Cemetery Service price sheet

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
RESOLUTION NO. 481

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 Nahholz 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:

- Exhibit A: Springdale Animal Shelter Final Pricing Summary on which the Guaranteed Maximum Price is based, 4 pages dated August 14, 2019.
- Exhibit B: Springdale Animal Shelter Plans, 3 pages.
- Exhibit C: Springdale Animal Shelter Specifications, 4 pages.

The information contained herein is considered confidential and proprietary and is being provided by Nahholz 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 Nahholz 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

(Signature)  
(Printed name and title)  
(Date)  
(Attest)

CONTRACTOR

(Signature)  
(Rob Dodd, EVP of Operations)  
(Printed name and title)  
(Date)  
(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 $307,942</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/cu yd</td>
</tr>
<tr>
<td>Excavate unsuitable material under footings and replace with compacted fill bridge lift, measured as in-place yardage.</td>
<td>$300/cu yd</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
<table>
<thead>
<tr>
<th>Nabholz</th>
<th>Description</th>
<th>Grand Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-0000</td>
<td>Final Cleaning</td>
<td>1,663</td>
</tr>
<tr>
<td>03-0010</td>
<td>Concrete</td>
<td>274,722</td>
</tr>
<tr>
<td>04-2000</td>
<td>Masonry</td>
<td>252,114</td>
</tr>
<tr>
<td>05-1205</td>
<td>Structural Steel Supply &amp; Install</td>
<td>52,273</td>
</tr>
<tr>
<td>05-1950</td>
<td>Miscellaneous Metal Fabrications</td>
<td>45,752</td>
</tr>
<tr>
<td>06-1000</td>
<td>Wood Framing</td>
<td>337,560</td>
</tr>
<tr>
<td>07-1000</td>
<td>Waterproofing and Dampproofing</td>
<td>65,667</td>
</tr>
<tr>
<td>07-3100</td>
<td>Asphalt Shingles</td>
<td>30,108</td>
</tr>
<tr>
<td>07-4000</td>
<td>Metal Wall Panels</td>
<td>57,385</td>
</tr>
<tr>
<td>07-5000</td>
<td>Membrane Roofing, Metal Roofing &amp; Sheet Metal</td>
<td>61,540</td>
</tr>
<tr>
<td>06-1113</td>
<td>Doors, Frames &amp; Hardware Supply</td>
<td>107,445</td>
</tr>
<tr>
<td>08-1400</td>
<td>Doors, Hardware, Specialties Install</td>
<td>13,450</td>
</tr>
<tr>
<td>08-4100</td>
<td>Entrances &amp; Storefronts</td>
<td>103,815</td>
</tr>
<tr>
<td>09-2116</td>
<td>Drywall</td>
<td>208,768</td>
</tr>
<tr>
<td>09-6200</td>
<td>Epoxy Flooring</td>
<td>59,064</td>
</tr>
<tr>
<td>09-6500</td>
<td>Commercial Flooring</td>
<td>46,718</td>
</tr>
<tr>
<td>09-9100</td>
<td>Painting &amp; Wall Covering</td>
<td>147,717</td>
</tr>
<tr>
<td>10-1100</td>
<td>Premanufactured Canopies</td>
<td>18,748</td>
</tr>
<tr>
<td>11-2300</td>
<td>Residential Appliances</td>
<td>4,330</td>
</tr>
<tr>
<td>11-4000</td>
<td>Animal Equipment</td>
<td>428,464</td>
</tr>
<tr>
<td>12-2100</td>
<td>Blinds and Shades</td>
<td>1,870</td>
</tr>
<tr>
<td>12-3000</td>
<td>Millwork</td>
<td>43,883</td>
</tr>
<tr>
<td>21-0000</td>
<td>Fire Suppression</td>
<td>127,470</td>
</tr>
<tr>
<td>22-0000</td>
<td>Plumbing</td>
<td>316,244</td>
</tr>
<tr>
<td>23-0010</td>
<td>HVAC</td>
<td>386,792</td>
</tr>
<tr>
<td>26-1000</td>
<td>Electrical</td>
<td>264,573</td>
</tr>
<tr>
<td>99-0000</td>
<td>General Conditions</td>
<td>313,475</td>
</tr>
<tr>
<td></td>
<td>Building Costs</td>
<td>3,765,870</td>
</tr>
<tr>
<td></td>
<td>Earthwork, Utilities and Site Improvements</td>
<td></td>
</tr>
<tr>
<td>31-0000</td>
<td>Earthwork and Site Prep</td>
<td>333,185</td>
</tr>
<tr>
<td>32-1216</td>
<td>Asphalt Paving</td>
<td>46,220</td>
</tr>
<tr>
<td>32-1723</td>
<td>Pavement Markings and Signage</td>
<td>2,856</td>
</tr>
<tr>
<td>32-3113</td>
<td>Fencing &amp; Gates</td>
<td>114,959</td>
</tr>
<tr>
<td>32-9323</td>
<td>Landscaping</td>
<td>85,881</td>
</tr>
<tr>
<td></td>
<td>Earthwork, Utilities and Site Improvements</td>
<td>583,021</td>
</tr>
</tbody>
</table>
**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**  15,620 sf

### Estimate Totals

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Cost Totals</td>
<td>4,188,560</td>
<td>4,188,560</td>
</tr>
<tr>
<td>Building Permit</td>
<td>13,042</td>
<td></td>
</tr>
<tr>
<td>Permits</td>
<td>13,042</td>
<td>4,201,602</td>
</tr>
<tr>
<td>Insurances &amp; Bond</td>
<td>100,331</td>
<td></td>
</tr>
<tr>
<td>Insurances and Bond</td>
<td>160,331</td>
<td>4,361,933</td>
</tr>
<tr>
<td>Construction Manager Fee</td>
<td>259,358</td>
<td></td>
</tr>
<tr>
<td>Construction Manager Fee</td>
<td>259,358</td>
<td>4,621,231</td>
</tr>
<tr>
<td>Contingency</td>
<td>94,312</td>
<td></td>
</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**

Property of Nabholz Construction Corporation Not for Duplication or Distribution

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction 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.
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
S6.01 STEEL DETAILS
S6.00 TYPICAL WOOD FRAMING DETAILS
S6.01 TYPICAL WOOD FRAMING DETAILS
P3.01 PLUMBING SUPPLY PLAN - MAIN BUILDING
P3.02 PLUMBING SUPPLY PLAN - STRAY AND ADOPTION WINGS
P3.03 PLUMBING ROOF PLAN - MAIN BUILDING

MECHANICAL
M0.01 MECHANICAL SCHEDULES AND NOTES
M0.02 MECHANICAL SCHEDULES
M1.01 MECHANICAL LEGEND AND DETAILS
M2.01 MECHANICAL PLAN - MAIN BUILDING
M2.02 MECHANICAL PLAN - STRAY AND ADOPTION WINGS
M2.03 MECHANICAL AXONOMETRIC PLAN
M2.04 MECHANICAL REFLECTED CEILING PLAN - MAIN BUILDING
M2.05 MECHANICAL REFLECTED CEILING PLAN - STRAY AND ADOPTION WINGS

ELECTRICAL
E0.01 ELECTRICAL NOTES AND LEGEND
E0.02 ELECTRICAL SITE PLAN
E1.01 OVERALL ELECTRICAL PLAN
E1.02 POWER PLAN - MAIN BUILDING
E1.03 POWER PLAN - STRAY AND ADOPTION WINGS
E1.04 MECHANICAL POWER PLAN - MAIN BUILDING
E1.05 MECHANICAL POWER PLAN - STRAY AND ADOPTION WINGS
E1.06 FIRE ALARM PLAN
E1.07 FIRE ALARM PLAN - STRAY AND ADOPTION WINGS
E2.01 LIGHTING PLAN - MAIN BUILDING
E2.02 LIGHTING PLAN - STRAY AND ADOPTION WINGS
E2.03 SITE PHOTOMETRICS
E3.01 ELECTRICAL SCHEDULES AND RISER
E3.02 PANEL SCHEDULES
E3.03 ELECTRICAL DETAILS
E2.03 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 Greut
04 20 00 - Unit Masonry Systems

DIVISION 5 - METALS
05 12 00 - Structural Steel
05 00 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 Joists, and Engineered Wood
06 41 00 - Custom Cabinets 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 Batt 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 84 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 26 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 06 93 – Testing, Adjusting, and Balancing for HVAC
23 11 23 – Facility Natural-Gas Piping
23 31 13 – Metal Ducts
23 33 00 – Air Duct Accessories
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 48 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 - Asphaltic 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 34 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  
**Client:**  
**City:** Springdale, AR 72765  
**Address:** Springdale Parks & Recreation  
**Contact:**  
**Company:** Batt Cages Inc.  
**Address:** 401 Lincoln Street, Everson WA 98247  
**Phone:** 800-463-6865  
**Fax:** 800-728-8527

<table>
<thead>
<tr>
<th>P.O. No.</th>
<th>Terms</th>
<th>Ship Date</th>
<th>Rep</th>
<th>FOB</th>
<th>Project</th>
<th>Customer Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Net30</td>
<td>9/1/2019</td>
<td>AJN</td>
<td>Everson, WA</td>
<td>Chris</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
<th>Price Each</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Custom side panel - North &amp; South 18&quot; High X 164&quot; Wide #36 X 3-1/8&quot; STR DBB Knotted Nylon 5/16&quot; Hand Sewn Rope 95 Lb. LL, Bottom Border</td>
<td>1,758.46</td>
<td>3,516.92T</td>
</tr>
<tr>
<td>1</td>
<td>Custom Divider Curtain - Option 1 18&quot; High X 85&quot; Wide #36 X 3-1/8&quot; STR DBB Knotted Nylon 5/16&quot; Hand Sewn Rope 95 Lb. LL, Bottom Border Black Vinyl Bottom, 3&quot; High</td>
<td>2,520.46</td>
<td>2,520.56T</td>
</tr>
<tr>
<td>1</td>
<td>Custom side panel - East &amp; West 18&quot; High X 130&quot; Wide #36 X 3-1/8&quot; STR DBB Knotted Nylon 5/16&quot; Hand Sewn Rope 95 Lb. LL, Bottom Border Custom Zippers for Maintenance Door Entrance</td>
<td>1,070.97</td>
<td>2,141.94T</td>
</tr>
<tr>
<td>1,050</td>
<td>3/16&quot; #919 Aircraft Cable, Galvanized, Per Foot</td>
<td>0.20</td>
<td>210.00T</td>
</tr>
<tr>
<td>40</td>
<td>3/16&quot; Malleable Cable Clamp, Galv, EA</td>
<td>0.21</td>
<td>8.40T</td>
</tr>
<tr>
<td>400</td>
<td>7MM Snap Clip, EA</td>
<td>0.37</td>
<td>148.00T</td>
</tr>
<tr>
<td>85</td>
<td>Individual Pulley, EA</td>
<td>1.50</td>
<td>127.50T</td>
</tr>
<tr>
<td>1</td>
<td>Shipping via Truck</td>
<td>724.58</td>
<td>724.58T</td>
</tr>
</tbody>
</table>

**Subtotal:** $9,397.90  
**Sales Tax (0.0%)** $0.00  
**Total:** $9,397.90
<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000:1020</td>
<td>1</td>
<td>5,484.00</td>
<td>5,484.00</td>
</tr>
<tr>
<td>#36 TK NYLON Black 1-3/4&quot; Square Mesh Netting Indoor Barrier Netting</td>
<td>(3)19' x 164' doors in 2 (1) net is divider net with 3' vinyl at bottom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000:1020</td>
<td>1</td>
<td>1,087.00</td>
<td>1,087.00</td>
</tr>
<tr>
<td>#36 TK NYLON Black 1-3/4&quot; Square Mesh Netting Indoor Barrier Netting</td>
<td>19' x 130'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000:1020</td>
<td>1</td>
<td>368.00</td>
<td>368.00</td>
</tr>
<tr>
<td>#36 TK NYLON Black 1-3/4&quot; Square Mesh Netting Indoor Barrier Netting</td>
<td>19' x 44&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000:1020</td>
<td>1</td>
<td>645.00</td>
<td>645.00</td>
</tr>
<tr>
<td>#36 TK NYLON Black 1-3/4&quot; Square Mesh Netting Indoor Barrier Netting</td>
<td>19' x 73&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500:2501</td>
<td>1</td>
<td>1,765.00</td>
<td>1,765.00</td>
</tr>
<tr>
<td>Custom Cable Kit</td>
<td>Includes cabling, turnbuckles, eye bolts, cable clamps and lacing cord middle sliding curtain cable (ss)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5555</td>
<td>1</td>
<td>625.00</td>
<td>625.00</td>
</tr>
<tr>
<td>Shipping / Handling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-tax</td>
<td>1</td>
<td>972.47</td>
<td>972.47</td>
</tr>
</tbody>
</table>

*Provide sales tax exemption letter to remove sales tax.*
# Bill Of Materials

**Bill To:** XXXXX  
**City of Springdale Parks and Rec**  
**1506 Cambridge St.**  
**SPRINGDALE, AR 72762**  
**USA**

**Contact:**  
**Name:** Chris Gibson  
**Tel:** 479-283-0071  
**Fax:** N/A  
**cgibson@springdalear.gov**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item #</th>
<th>Description</th>
<th>Tag</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4203</td>
<td>Knotted Nylon FR 1-3/16in Sq</td>
<td>Divider Panel</td>
<td>2.391.12</td>
<td>2.391.12</td>
</tr>
<tr>
<td>3</td>
<td>4203</td>
<td>Knotted Nylon FR 1-3/16in Sq</td>
<td>Gating Panels</td>
<td>5.795.60</td>
<td>17.387.80</td>
</tr>
<tr>
<td>5</td>
<td>4205</td>
<td>Knotted Nylon FR 1-3/16in Sq</td>
<td>N &amp; S Panels</td>
<td>597.28</td>
<td>2.986.34</td>
</tr>
<tr>
<td>5</td>
<td>4205</td>
<td>Knotted Nylon FR 1-3/16in Sq</td>
<td>E &amp; W Panels</td>
<td>597.78</td>
<td>2.988.34</td>
</tr>
</tbody>
</table>

**Subtotal:** 29,222.70  
**PPD GRD**  
**Freight:** 4,120.40  
**Total:** 33,343.10
**Graybar**

516A EAST ROBINSON  
SPRINGDALE AR 72764-7132  
Phone: 479-726-7132  
Fax: 479-726-7132

To:  CITY OF SPRINGDALE  
201 SPRING ST  
SPRINGDALE AR 72764-4554  
Attn:  JJ  
Phone: 479-751-5751 WATER  
Fax: 479-750-8504  
Email: david.gresham@graybar.com  

Date:  08/09/2019  

**Proj Name:**  
**GB Quote #:** 0233392514  
Release Nbr:  
Purchase Order Nbr:  
Additional Ref#:  
Valid From:  08/09/2019  
Valid To:  09/09/2019  
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>
<th>Supplier</th>
<th>Catalog Nbr</th>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>42 EA T-1 LGT</td>
<td>T1- R1B1ED4/B/481- 40</td>
<td></td>
<td></td>
<td></td>
<td>$378.55</td>
<td>1</td>
<td>$15,899.10</td>
</tr>
</tbody>
</table>

***Item Note:*** 401 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 1-800/241-7488

to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone: 1-800-GRAYBAR

---

Subject to the standard terms and conditions set forth in this document. Unless otherwise specified, freight terms are F.O.B. shipping point prepaid and bid. 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-IHBLED2/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-IHBLED2/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-IHBLED4/B/281-40 (Basketball)
T1-IHBLED4/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-IHBLED4/B/281-40 | 201,000 hours
T1-IHBLED4/B/481-40 | 198,000 hours
To: CITY OF SPRINGDALE  
201 SPRING ST  
SPRINGDALE AR 72764-4554  
Attn: JJ  
Phone: 479-751-5751 WAT  
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:

<table>
<thead>
<tr>
<th>Item</th>
<th>ItemType</th>
<th>Quantity</th>
<th>Supplier</th>
<th>Catalog Nbr</th>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
<th>Ext.Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td></td>
<td>84</td>
<td>T-1 LGT</td>
<td>T1-HBLED4/B</td>
<td></td>
<td>$209.50</td>
<td>1</td>
<td>$17,599.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>/281-40</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GB Part# NOF TLT T-1 LGT</td>
<td><em><strong>Item Note:</strong></em></td>
<td>281 Watts</td>
<td></td>
</tr>
</tbody>
</table>

| 200  |          | 72       | T-1 LGT  | T1-HBLED4/B |             | $376.56 | 1    | $27,255.00 |
|      |          |          |          | /481-40     |             |        |      |           |
|      |          |          |          |             | GB Part# NOF TLT T-1 LGT | ***Item Note:*** | 481 Watts |

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 1-800-341-7408 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 billed. Unless noted the estimated ship date will be determined at the time of order placement.
**Proposal**

We appreciate your request and take pleasure in responding as follows.

<table>
<thead>
<tr>
<th>Item</th>
<th>ItemType</th>
<th>Quantity</th>
<th>Supplier</th>
<th>Catalog Nbr</th>
<th>Description</th>
<th>Price</th>
<th>Unit</th>
<th>Ext.Price</th>
</tr>
</thead>
</table>

**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 paid. Unless noted the estimated ship date will be determined at the time of order placement.**
TOTAL: $64.30
TAX: $5.04
SUB TOTAL: $59.24

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Quantity</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$75.00</td>
<td>1</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**ATTENTION: DO NOT DELIVER THIS DOCUMENT TO THE SHIP-TO ADDRESS.**

**Ship TO Information:**

Customer Phone: 415-594-8185
Custom Job #/PO: LED FIXTURES 46000 LUMENS
Customer Account: J723096
Ship To Information: SPRINGDALE AVE 71762
P.O. BOX 42 SPRINGDALE PARKS A REC

**Shipping Address:**

**Invoice Date:** 5/12/2019
**Date and Time Picked: 8/12/2019 12:00 PM**

**Customer:** David J.
**Address:**

**Attention:** Please review the items and quantities before signing for delivery.

**Terms and Conditions of Sales Please Visit: www.elliottelectric.com/terms**
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 Holcomb 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 $486,880.23 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 born 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. 150 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 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.
tt. 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. Krasa
Print Name

President
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS    )
) $$
COUNTY OF WASHINGTON )

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, 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 hereeto 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 $456,860.23 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 insured. 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 repair 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. **Signatures.** 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGES.
CITY OF SPRINGDALE, ARKANSAS

Approved by: 
Name __________________________

Print 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 forgoing 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.

My Commission Expires: ____________________

Notary Public __________________________
ARKANSAS & MISSOURI RAILROAD

Approved by: __________________________

Name

CAREN L. KRASKA
Print Name

President

Title

ACKNOWLEDGMENT

STATE OF ARKANSAS )

) SS

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

P.73
<table>
<thead>
<tr>
<th>Job</th>
<th>Maple Street Project</th>
<th>Item #</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10.75</td>
<td>1</td>
<td>Ft</td>
<td>10.75</td>
<td>Concrete Rail Material</td>
<td>$212.46</td>
<td>$2,256.13</td>
</tr>
<tr>
<td>2</td>
<td>10.00</td>
<td>2</td>
<td>Each</td>
<td></td>
<td>Concrete</td>
<td>$74.00</td>
<td>$148.00</td>
</tr>
<tr>
<td>3</td>
<td>2.00</td>
<td>3</td>
<td>Ton</td>
<td></td>
<td>Steel Rail</td>
<td>$655.00</td>
<td>$1,310.00</td>
</tr>
<tr>
<td>4</td>
<td>1.50</td>
<td>4</td>
<td>Each</td>
<td></td>
<td>Insulated Turnout</td>
<td>$2,050.00</td>
<td>$4,100.00</td>
</tr>
<tr>
<td>5</td>
<td>2.50</td>
<td>5</td>
<td>Each</td>
<td></td>
<td>Panhead Tie Plate</td>
<td>$935.00</td>
<td>$1,870.00</td>
</tr>
<tr>
<td>6</td>
<td>154.00</td>
<td>6</td>
<td>Each</td>
<td></td>
<td>Screws</td>
<td>$1.75</td>
<td>$261.75</td>
</tr>
<tr>
<td>7</td>
<td>192.00</td>
<td>7</td>
<td>Each</td>
<td></td>
<td>1 1/2&quot; Screws</td>
<td>$2.25</td>
<td>$432.00</td>
</tr>
<tr>
<td>8</td>
<td>18.00</td>
<td>8</td>
<td>Each</td>
<td></td>
<td>Radial Car Tracks</td>
<td>$1,185.00</td>
<td>$2,135.00</td>
</tr>
<tr>
<td>9</td>
<td>5.00</td>
<td>9</td>
<td>Each</td>
<td></td>
<td>Transition Rails</td>
<td>$1,100.00</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>10</td>
<td>2.00</td>
<td>10</td>
<td>Each</td>
<td></td>
<td>Comp Seal</td>
<td>$695.00</td>
<td>$695.00</td>
</tr>
<tr>
<td>11</td>
<td>18.00</td>
<td>11</td>
<td>Each</td>
<td></td>
<td>Thermite Weld Beams</td>
<td>$2,745.00</td>
<td>$49,410.00</td>
</tr>
<tr>
<td>12</td>
<td>9.00</td>
<td>12</td>
<td>Each</td>
<td></td>
<td>Insulation Roll</td>
<td>$1,100.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>13</td>
<td>2.00</td>
<td>13</td>
<td>Each</td>
<td></td>
<td>Comp Seal</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>14</td>
<td>3.00</td>
<td>14</td>
<td>Each</td>
<td></td>
<td>Insulation Roll</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>15</td>
<td>2.00</td>
<td>15</td>
<td>Each</td>
<td></td>
<td>Comp Seal</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>16</td>
<td>12.00</td>
<td>16</td>
<td>Each</td>
<td></td>
<td>Asphalt Cold seals</td>
<td>$647.50</td>
<td>$8,370.00</td>
</tr>
</tbody>
</table>

**Total Material Costs**: $387,780.87

<table>
<thead>
<tr>
<th>Item</th>
<th>Labor &amp; Services</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Lump Sum</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Lump Sum</td>
<td>$16,464.28</td>
<td>$16,464.28</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Lump Sum</td>
<td>$43,500.00</td>
<td>$43,500.00</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>Lump Sum</td>
<td>$23,000.00</td>
<td>$23,000.00</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>Lump Sum</td>
<td>$29,974.98</td>
<td>$29,974.98</td>
</tr>
</tbody>
</table>

**Total Labor**: $118,974.98

**Total Project**: $446,860.33
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
**Bluff Cemetery Maintenance Costs**

8/13/2019

<table>
<thead>
<tr>
<th>Maintenance Options</th>
<th>Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Budget (Labor &amp; Supplies)</td>
<td>$50,200.00</td>
</tr>
<tr>
<td>Current R/W Contractor Bid (28 Weeks Mowing)</td>
<td>$67,381.00</td>
</tr>
<tr>
<td>Burton Cemetery Services (Total Cemetery Maintenance)</td>
<td>$37,400.00</td>
</tr>
</tbody>
</table>
ORDINANCE NO. __________

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

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

PROPERTY OWNER: Izora Estates

LEGAL DESCRIPTION: A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty (30) West, described as beginning at a point which is Forty and One-Half (40.50) rods West and Thirty and One-Half (30.50) rods North of the Southeast Corner of said Forty acre tract, and running thence West Thirteen and One-Half (13.50) rods; thence North Three (3) rods; thence East Thirteen and One-Half (13.50) rods; thence South Thirteen (13) rods to the place of beginning, being in the City of Springdale, Arkansas.

LAYMAN'S DESCRIPTION: 307 S. Cleveland St., Springdale, Washington County, Arkansas $15,284.74-000

PARCEL NO.: 0

PROPERTY OWNER: Charles Earl Gray

LEGAL DESCRIPTION: The real property that is located on E. Emma Ave., Springdale, AR 72764, near the Parsons Rodeo Grounds in Springdale, Arkansas, consisting of 6 acres, more or less, and the appurtenances thereto, more particularly described as follows: The W 1/2 of the W 1/2 of the NW 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, City of Springdale, Washington County, Arkansas, containing 10 acres, more or less, LESS AND EXCEPT Part of the NW 1/4 of the SE 1/4 of Section 31, Township 18 North, Range 29 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of the NW 1/4 of the SE 1/4 of said Section 31; thence South 0°15'23" West 480.47 feet; thence South 99°50'26" East 328.38 feet; thence North 0°43'09" East 479.85 feet; thence North 89°44'06" West 332.26 feet to the Point of Beginning, containing 3.64 acres, more or less.

LAYMAN'S DESCRIPTION: East Emma Avenue Springdale, Washington County, Arkansas $15,28724-000 and $15,28730-000

PARCEL NO.: 0

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-34-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances.
WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

$621.08 clean-up costs and $21.95 administrative costs – 307 S. Cleveland St. (#815-28474-000)
$489.84 clean-up costs and $21.95 administrative costs – East Emma Ave. (#815-28728-000 and #815-28730-000)

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

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

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

$643.03, plus 10% for collection – 307 S. Cleveland St. (#815-28474-000)
$511.79, plus 10% for collection – East Emma Ave. (#815-28728-000 and #815-28730-000)

PASSED AND APPROVED this _____ day of August, 2019.

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Doug Sprouse, Mayor
Office Of The City Attorney
201 Spring Street
Springdale, Arkansas 72764
Phone: (479) 796-3000
Fax: (479) 796-4731
www.springdalear.gov

July 25, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND REGULAR MAIL

From: Estates, NA
P.O. Box 6773
Springdale, AR 72766

Re: Notice of clean-up lien on property located at 307 S. Cleveland St.,
Springdale, Washington County, Arkansas. Tax Parcel No. 315-28474-000

Dear Property Owner:

On April 29, 2019, notice was posted on property located at 307 S. Cleveland St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on April 30, 2019, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied. The notice also applied to any violations that may
be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code
violation was found to have existed on the property. As a result, the City of
Springdale took action to remedy the violations on the property, as is allowed by
Ark. Code Ann. §14-54-503, on or about May 31, 2019 and July 3, 2019. As of
this date, the total costs incurred by the City of Springdale to clean this property
are $376.16. I have enclosed an invoice evidencing the abatement costs incurred
and paid by the City of Springdale to clean this property. Also, in accordance with
Ark. Code Ann. §14-54-903(e)(4), administrative fees may be added to the total
costs incurred by the City of Springdale, which will include certified mailing fee
in the amount of $6.95 per letter and a filing fee in the amount of $15.00 to the
Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of
Springdale on or before August 27, 2019, a hearing confirming the amount of the
lien will be held before the Springdale City Council pursuant to Ark. Code Ann.
§14-54-903 to determine the amount of the clean-up lien to which the City is
entitled for cleaning up the property. The hearing confirming the amount of the
lien will be held Tuesday, August 27, 2019, at 6:00 p.m., in the City Council
Chamber at the City Administration Building, 201 Spring Street, Springdale, Arkansas. If this amount is paid prior to the hearing, no lien will be pursued.

Please remit the total sum of $628.03, which includes $621.08 for cleaning up the property and $6.95 for certified mailings to the City of Springdale by the date fixed above. If you fail to pay this amount before the hearing, then an additional $15.00 will be added for the costs of filing the ordinance with the Circuit Clerk’s Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

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

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

Sincerely,

Sarah Sparksman
Deputy City Attorney

closures
SS:oh
City of Springdale

Neighborhood Services Division
210 Spring St
Springdale AR 72764
Phone 479-756-7712


User Name: JOHN- CODE 3
User #: 4792834282
Form Started: 5/31/2019 10:03:27 AM
Form Submitted: 5/31/2019 10:17:17 AM
Property Address: 307 S Cleveland
Before Picture: Attached Data

Before Picture: Attached Data
<table>
<thead>
<tr>
<th>Type of Abatement</th>
<th>Date of Abatement</th>
<th>Officer on Site</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Labor Rate Recovery**

- **Employee:**

- **CP Benefit Rate:**

**Method of Compliance**

1. **Method of Compliance**

2. **Method of Compliance**

**Equipment Used**

- **Equipment:**
  - 720 Tractor with Brush Hog

**Time of Abatement in Hours**

- **Time of Abatement in Hours:** 1

**Number of Temporary Laborers**

- **Number of Temporary Laborers:** 0

**Temporary Labor Rate Recovery**

- **Temporary Labor Rate Recovery:** 0.00

**Employee labor recovery per hour**

- **Employee labor recovery per hour:** 36.60

**Total Employee Cost**

- **Total Employee Cost:** 36.60

**Equipment Cost per hour**

- **Equipment Cost per hour:** 90.00

**Total Equipment Cost**

- **Total Equipment Cost:** 90.00

**Disposal Cost Recovery**

- **Disposal Cost Recovery:** $118.32

**Number of Tires Removed ($2 Each)**

- **Number of Tires Removed ($2 Each):** 0

**Number of Electronics Removed ($10 Each)**

- **Number of Electronics Removed ($10 Each):** 0

**Containers of Chemicals ($1 Each):**

- **Containers of Chemicals ($1 Each):** 0

**Freon Removal Recovery ($20 each)**

- **Freon Removal Recovery ($20 each):** 0

**Total Cost of Abatement**

- **Total Cost of Abatement:** 244.92

**Items Removed from Property**

- **Items Removed from Property:** 0
<table>
<thead>
<tr>
<th>City of Springdale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood Services Division</td>
</tr>
<tr>
<td>210 Spring St</td>
</tr>
<tr>
<td>Springdale AR 72764</td>
</tr>
<tr>
<td>Phone 479-756-7712</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY ABATEMENT-2019</th>
<th>Wednesday, July 03, 2019 10:08:42 AM (BOBBY CODE 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Name</td>
<td>BOBBY CODE 1</td>
</tr>
<tr>
<td>User #</td>
<td>47979999694</td>
</tr>
<tr>
<td>Form Started</td>
<td>7/3/2019 10:08:42 AM</td>
</tr>
<tr>
<td>Form Submitted</td>
<td>7/3/2019 10:41:42 AM</td>
</tr>
<tr>
<td>Property Address</td>
<td>307 S Cleveland</td>
</tr>
<tr>
<td>Before Picture</td>
<td>Attached Data</td>
</tr>
<tr>
<td>Attached Data</td>
<td></td>
</tr>
<tr>
<td>Before Picture</td>
<td>Attached Data</td>
</tr>
<tr>
<td>Attached Data</td>
<td></td>
</tr>
</tbody>
</table>
### Lien

**Wednesday, July 03, 2019 10:08:00 AM**  
**B. Niven**

**Henry Hernandez**  
$54.84

**Mowing**

<table>
<thead>
<tr>
<th>Equipment Used</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>748 Grasshopper</td>
<td>$55.00</td>
</tr>
<tr>
<td>743 Kubota</td>
<td>$65.00</td>
</tr>
<tr>
<td>6031 Service Truck-Landscaping</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

**Time of Abatement in Hours**  
1

**Number of Temporary Laborers**  
2

**Temporary Labor Rate Recovery**  
48.00

**Employee labor recovery per hour**  
54.84

**Total Employee Cost**  
54.84
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Cost per hour</td>
<td>155.00</td>
</tr>
<tr>
<td>Total Equipment Cost</td>
<td>155.00</td>
</tr>
<tr>
<td>Disposal Cost Recovery</td>
<td>$118.32</td>
</tr>
<tr>
<td>Number of Tires Removed ($2 Each)</td>
<td>0</td>
</tr>
<tr>
<td>Number of Electronics Removed ($10 Each)</td>
<td>0</td>
</tr>
<tr>
<td>Containers of Chemicals ($1 Each)</td>
<td>0</td>
</tr>
<tr>
<td>Freon Removal Recovery ($20 each)</td>
<td>0</td>
</tr>
<tr>
<td>Total Cost of Abatement Items Removed from Property</td>
<td>376.16</td>
</tr>
<tr>
<td>Final Photos</td>
<td>Attached Data</td>
</tr>
</tbody>
</table>

**Final Photos**

Attached Data
USPS Tracking®

Track Another Package +

Tracking Number: 70172680000033731660

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

In-Transit
August 20, 2019
In Transit to Next Facility
Get Updates

Text & Email Updates

Tracking History

August 20, 2019
In Transit to Next Facility
Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

August 18, 2019, 7:24 am
Departed USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

August 18, 2019, 1:20 am
Arrived at USPS Regional Facility
LITTLE ROCK AR DISTRIBUTION CENTER

August 15, 2019, 9:40 am
Unclaimed/Being Returned to Sender
SPRINGDALE, AR 72764
Reminder to Schedule Delivery of your Item.

July 26, 2019, 8:03 am
Available for Pickup
SPRINGDALE, AR 72768

July 26, 2019, 1:07 pm
Departed USPS Regional Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

July 26, 2019, 9:21 pm
Arrived at USPS Regional Facility
FAYETTEVILLE AR DISTRIBUTION CENTER

Product Information

See Less ↑.

Can't find what you're looking for?
Go to our FAQs section to find answers to your tracking questions.

FAQs (https://www.usps.com/faqs/usps-tracking-faqs.htm)
July 25, 2019

Charles Earl Gray
10844 S. Hwy. 59
Gentry, AR 72734

RE: Notice of clean-up lien on property located on East Emma Avenue, Springdale, Washington County, Arkansas, Tax Parcel No. 815-28728-000 and 815-2873-000

Dear Property Owner:

On May 28, 2019, notice was posted on property located at 911 Crutcher St., Springdale, Arkansas, that the property was in violation of Springdale City Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was mailed to the owner of record on May 28, 2019, 2019, that the City intended to seek a clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the violations were not remedied. The notice also applied to any violations that may be found on the property within the next 12 months.

Subsequent to the above-referenced violation notice being issued, a city code violation was found to have existed on the property. As a result, the City of Springdale took action to remedy the violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 26, 2019. As of this date, the total costs incurred by the City of Springdale to clean this property are $489.84. I have enclosed an invoice evidencing the abatement costs incurred and paid by the City of Springdale to clean this property. Also, in accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total costs incurred by the City of Springdale, which will include certified mailing fee in the amount of $6.95 per letter and a filing fee in the amount of $15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before August 27, 2019, a hearing confirming the amount of the lien will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing confirming the amount of the lien will be held Tuesday, August 27, 2019, at 6:00 p.m. in the City Council.

Sincerely yours,

[Signature]

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

Please remit the total sum of $6,906.79, which includes $5,658.74 for cleaning up the property and $848.05 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional $13.00 will be added for the costs of filing the ordinance with the Circuit Clerk’s Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

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

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

Sincerely,

Sarah Sparkman
Deputy City Attorney

enclosures
SS-ch
| Form Started: | 6/25/2019 2:42:38 PM |
| Form Submitted: | 6/25/2019 2:42:38 PM |
| Status: | CITY ABATEMENT |
| Order ID: | CEEMM28728 |

**Form Fields:**

- Property Address
- Before Picture

---

**Attached Data**

- E Emma Parcel 815-26728-000

---

**Attached Data**

---

**Attached Data**

---

**Type of Abatement**

**Liens:**

- 6/25/2019 1:23 PM

**Officer on Site:**

- B. Nivens

---

**Labor Rate Recovery:**

- Employee
- CP Benefit Rate

**Method of Compliance:**

- $36.6

**Mowing**
Equipment Used:

**720 Tractor with Brush Hog**

- Time of Abatement in Hours
- Number of Temporary Laborers
- Temporary Labor Rate Recovery
- Employee labor recovery per hour
- Total Employee Cost
- Equipment Cost per hour
- Total Equipment Cost
- Disposal Cost Recovery
- Number of Tires Removed ($2 Each)
- Number of Electronics Removed ($10 Each)
- Containers of Chemicals ($1 Each)
- Freon Removal Recovery ($20 each)
- Total Cost of Abatement
- Items Removed from Property

720 Tractor with Brush Hog

$90

1
0
0
36.6
36.6
90
90
$118.32
0
0
244.92
0

Attached Data

| Form Started | 6/25/2019 2:46:34 PM |
| Form Submitted | 6/25/2019 2:46:34 PM |
| Status | CITY ABATEMENT |
| Order # | CEEMM29730 |

Form Fields:
- Property Address
- Before Picture

Before Picture:

| Type of Abatement | Lien |
| Date of Abatement | 6/25/2019 1:43 PM |
| Officer on Site | B. Nivers |

| Method of Compliance | Method of Compliance |
| Lien Rate Recovery | Employee |
| Employee CP Benefit Rate | Chris Przyszczypkowski |
| $36.6 |

| Equipment Used | 720 Tractor with Brush Hog |
| Time of Abatement in Hours | 1 |
| Number of Temporary Laborers | 0 |
| Temporary Labor Rate Recovery | 0 |
| Employee labor recovery per hour | 36.6 |
| Total Employee Cost | 36.6 |
| Equipment Cost per hour | 90 |
| Total Equipment Cost | 90 |

Attached Data:
- E Emma Parcel # 815-28730-000
- Attached Data
- Attached Data

Lien
- 720 Tractor with Brush Hog
- $50
- Mowing
Disposalt Cost Recovery
Number of Tires Removed ($2 Each)
Number of Electronics Removed ($10 Each)
Containers of Chemicals ($1 Each)
Freon Removal Recovery ($20 each)
Total Cost of Abatement
Items Removed from Property
Final Photos

$118.32
0
0
0
244.92
0
Attached Data