

CITY OF SPRINGDALE
Committee Agendas
Monday, October 1st, 2012
Multi-Purpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee:

1. **Discussion** on Ordinance No. 4137 placing a lien on the property at 1615 Theodore, and requesting amount to be reduced, presented by, Rebecca G. Tavel. **Pg's 1-5**
2. **Discussion** concerning the possibility of changing the zoning ordinance, requested by Stacy Gilbert.
3. **Discussion** regarding permitting of garage sales of non-profits, presented by Kathy Jaycox, Councilwoman.
4. **Discussion** regarding the difference between signs and banners, presented by Rick Evans, Councilman.

Finance Committee:

5. **A Resolution** amending the 2012 Budget of the Police Department, presented by Kathy O'Kelley, Police Chief. **Pg's 6-11**

Street & CIP Committee:

6. **An Ordinance** to waive competitive bidding for installing box culverts on Hylton Road, presented by Sam Goade, Director of Public Works. **Pg's 12-20**
7. **A Resolution** authorizing Capital Improvement Project Funds for the purchase of vehicles for the Fire Department, presented by Mike Irwin, Fire Chief. **Pg's 21-23**

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ORDINANCE NO. 4137

Doc ID: 011823300002 Type: REL
 Recorded: 12/11/2007 at 12:08:56 PM
 Fee Amt: \$20.00 Page 1 of 2
 Washington County, AR
 Betty Stamps Circuit Clerk
 File 2007-00045324

AN ORDINANCE AUTHORIZING THE CITY CLERK TO FILE A LIEN FOR THE RAZING AND REMOVAL OF A STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 1615 THEODORE AVENUE.

CITY OF SPRINGDALE

WHEREAS, G.R. & Betty Scott c/o Mark Scott, are the owners of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Lot 6, Block 1, Baldwin Addition to the City of Springdale, Arkansas; more commonly known as 1615 Theodore, Springdale, Washington County, Arkansas, also known as Parcel No. 815-20385-000.

WHEREAS, on July 10, 2007, the City Council for the City of Springdale, Arkansas, passed Ordinance No. 4083, ordering the owner of 1615 Theodore to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and was further ordered to abate the unsightly conditions on the property;

WHEREAS, Ordinance No. 4083 provided that said work was to be commenced within ten (10) days and was to be completed within thirty (30) days from the passage of the ordinance, and that if the work was not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, were directed to cause the aforesaid structure to be razed (demolished) and removed and to abate the unsafe, unsanitary, and unsightly conditions on the property;

WHEREAS, G.R. & Betty Scott c/o Mark Scott, after being given proper notice of Ordinance No. 4083, and after being adequate time to abate the situation on the property, failed to remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and failed to abate the unsightly conditions on the property;

WHEREAS, pursuant to Ordinance No. 4083, the Mayor's authorized representative caused the aforesaid structure to be razed (demolished) and removed, and caused the unsafe, unsanitary, and unsightly conditions on the property to be abated;

WHEREAS, the City expended the amount of Ten Thousand Seventy-Nine Dollars (\$10,079.00) to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property, and to abate the unsightly conditions located thereon;

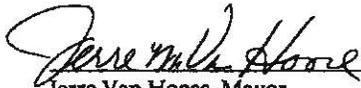
Copy

WHEREAS, Ordinance No. 4083 provides that the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and for the cost of abating said aforementioned conditions, said costs to be determined at a hearing before the City Council; and

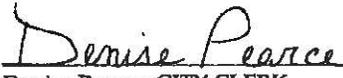
WHEREAS, G.R. & Betty Scott c/o Mark Scott have been legally notified via certified mail, by first class mail, and by publication prior to the consideration of this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, pursuant to Ark. Code Ann. §14-56-203 and Ark. Code Ann. §14-54-904, the City Council certifies \$10,079.00, plus 10.00% for collection, to the Washington County Tax Collector to be placed on the tax books as delinquent taxes on the above-described property and collected accordingly.

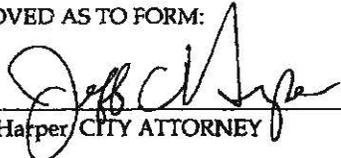
PASSED AND APPROVED this 27th day of November, 2007.


Jerre Van Hoose, Mayor

ATTEST:


Denise Pearce, CITY CLERK

APPROVED AS TO FORM:


Jeff C. Harper, CITY ATTORNEY

CITY OF SPRINGDALE
201 SPRING ST., ROOM 203
SPRINGDALE, AR 72764

2007misc/OrdTheodore(1)

Record 1 of 1 Last Updated 09/26/12
 Print Page

Parcel Number: **815-20385-000** Prev. Parcel Number: **126247-000-00** Type: **RV**
 Location: **1615 THEODORE DR**
 Owner Name: **TAVEL, REBECCA**
 Mailing Address: **PO BOX 995 SPRINGDALE AR 72765-0995**
 Lot: **006** Block: **001** S-T-R: **35-18-30**
 Addition: **BALDWIN ADD**
 School District: **SPRINGDALE SCH, SPG** Tax District: **501**
 City: **SPRINGDALE**
 Legal:
 Current Year A79 Credit Status: **N**
 Last Appraised: **2010**

	Appraised Value	Taxable Value
Land	25,000	5,000
Improvement	0	0
Total	25,000	5,000

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	A79 Status	Net Total Tax	Total Tax Paid	Payment Status
2011	5,000	\$261.00	\$0.00	\$0.00	\$12.50	\$0.00	N	\$273.50	\$0.00	
2010	5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N	\$0.00	\$0.00	PAID
2009	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N	\$0.00	\$0.00	PAID
2008	5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N	\$0.00	\$0.00	PAID
2007	8,790	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N	\$0.00	\$0.00	PAID
2006	DELINQUENT									
2005	7,497	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	F	\$0.00	\$0.00	PAID
2004	7,497	\$389.54	\$0.00	\$0.00	\$0.00	\$300.00	F	\$111.44	\$111.44	PAID
2003	7,497	\$396.29	\$0.00	\$0.00	\$0.00	\$300.00	F	\$119.00	\$119.00	PAID
2002	7,497	\$381.30	\$0.00	\$0.00	\$0.00	\$300.00	F	\$96.59	\$96.59	PAID
2001	7,497	\$381.30	\$0.00	\$0.00	\$0.00	\$300.00	O	\$100.72	\$100.72	PAID
2000	7,140	\$331.30	\$0.00	\$0.00	\$0.00	\$300.00	O	\$31.30	\$31.30	PAID
1999	7,140	\$340.58	\$0.00	\$0.00	\$0.00	\$0.00		\$340.58	\$340.58	PAID
1998	7,140	\$341.29	\$0.00	\$0.00	\$0.00	\$0.00		\$392.62	\$392.62	PAID
1997	7,140	\$341.29	\$0.00	\$0.00	\$0.00	\$0.00		\$341.29	\$341.29	PAID

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2004	7969	10/4/2006	\$89.54	\$0.00	\$0.00	\$0.00	\$21.90	\$111.44
2003	7291	9/20/2005	\$96.29	\$0.00	\$0.00	\$0.00	\$22.71	\$119.00
2002	5132	3/1/2004	\$81.30	\$0.00	\$0.00	\$0.00	\$15.29	\$96.59
2001	5130	3/1/2004	\$81.30	\$0.00	\$0.00	\$0.00	\$19.42	\$100.72
2000	998826	9/23/2002	\$31.30	\$0.00	\$0.00	\$0.00	\$0.00	\$31.30
1999	998825	9/23/2002	\$340.58	\$0.00	\$0.00	\$0.00	\$0.00	\$340.58
1998	1091	2/22/2000	\$341.29	\$0.00	\$0.00	\$0.00	\$0.00	\$392.62
1997	18357	10/17/1998	\$341.29	\$0.00	\$0.00	\$0.00	\$0.00	\$341.29

Deed History

Date	Deed Ref.	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
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10/25/2011	<u>2011-30353</u>	TAVEL, REBECCA	LD	0	
		NLB 11-7-11 NO REV			
9/11/2002	<u>2002-134875</u>	SCOTT, G R & BETTY A	RD	0	0.00
		LRR 2002-134875 RED DEED #172922			
10/12/1994	<u>94-56257</u>	SCOTT, G R & BETTY A	WD	0	0.00
		DEED FOR AR			
8/11/1994	<u>94-49864</u>	SECRETARY OF HOUSING & URBAN DEV	SW	0	0.00
		NO REV			
7/20/1994	<u>94-43949</u>	FLEET REAL ESTATE FUNDING CORP	CD	0	0.00
		NO REV			
7/26/1990	<u>1377-356</u>	REEDY, RANDY F & VICKIE L		0	0.00
9/15/1988	<u>1287-381</u>	HELM, JASPER DIAMOND & NELL		0	0.00
1/1/1985	<u>1023-445</u>	HELM, NELL		0	0.00

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**LIMITED WARRANTY DEED NO. 174512
FOR FORFEITED PROPERTY SOLD**

**JOHN THURSTON
COMMISSIONER OF STATE LANDS
STATE OF ARKANSAS**

Doc ID: 014278070001 Type: REL
Kind: WARRANTY DEED
Recorded: 10/31/2011 at 12:20:27 PM
Fee Amt: \$15.00 Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File **2011-00030353**

KNOW ALL, BY THESE PRESENTS:

The following described lands situated in the County of **WASHINGTON** and the State of Arkansas, was subject to taxation for the years set forth below; and whereas, said property was certified by said County to the State of Arkansas for non-payment of the taxes due thereon as set forth below, to wit:

. Section: 35 Township: 18N Range: 30W Acreage: 0 Lot: 006 Block: 001 City: SPRINGDALE Addition: BALDWIN SD: 501
Parcel Number: **815-20385-000** Year Forfeited: **2005** Code: **29-8**

AND WHEREAS, after the expiration of the time required by law, said property remaining unredeemed was subject to sale by the Commissioner of State Lands pursuant to the provisions of Act 626 of 1983, as amended; And whereas, said property was not sold on the date and at the time so advertised, it is now subject to negotiated sale under the Provisions of Section 3, Act 626 of 1983, as amended;

AND WHEREAS, **REBECCA G. TAVEL** PO BOX 995, **SPRINGDALE, AR 72765**, has paid to the Commissioner of State Lands the sum of **\$2,574.26**, an amount negotiated by the Commissioner of State Lands and said purchaser.

NOW; THEREFORE, KNOW YE, THAT I, John Thurston, Commissioner of State Lands within and for the State of Arkansas for and in consideration of the said sum of money so paid, receipt of which is hereby acknowledged, and under and by virtue of the authority invested in me by law, do, by these presents, **CONVEY** unto the above named person and their heirs and assigns, all the right, title and interest of the State of Arkansas in and to the said property, or which may be hereafter acquired. The Commissioner of State Lands does not warrant the title conveyed hereunder and acknowledges that same is subject to challenge as allowed by law.

TO HAVE AND TO HOLD the same unto the said **REBECCA G. TAVEL** and unto their heirs and assigns.

WITNESS MY HAND AND OFFICIAL SEAL, as Commissioner of State Lands, on this date October 25, 2011.

This instrument prepared by:

Commissioner of State Lands
109 State Capitol
Little Rock, Arkansas 72201



Deed Mailed to:

REBECCA G. TAVEL
PO BOX 995
SPRINGDALE, AR 72765

John Thurston
Commissioner of State Lands

Lisa Pelton
Deputy Commissioner of State Lands

Taxes: **2005 - 2010**
Was assessed in the name of:
G R & BETTY A SCOTT% MARK SCOTT

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2012
BUDGET OF THE POLICE DEPARTMENT**

WHEREAS, the City of Springdale Police Department has received reimbursements for equipment damages that have not been appropriated for expenditure, and

WHEREAS, the Police Chief has requested an appropriation of \$8,500 for a vehicle lift and \$3,500 for SUV seats;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2012 budget of the Police Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Police	10105013970000	Insurance Recoveries	-0-	12,000		12,000
Police	10105014218030	Capital Equipment	45,500	12,000		57,500

PASSED AND APPROVED this 9th day of October, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney



CITY of SPRINGDALE

POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE

To: Wyman Morgan
Date: 5 September 2012
Subject: Transfer of Funds Request

Wyman Morgan,

The Springdale Police Department requests the transfer of funds in the amount of \$12,000.00 from Account # 101-0501-397-00-00 to Account 101-0501-421.80-30. The transfer of funds will be for the purchase of a 4 post closed drive on lift for the maintenance shop. The cost for this project is \$8500.00. The remainder will be used to purchase rear prisoner seats for the Chevy Tahoe SUV's to remedy the issue of prisoner ability to conceal contraband by placing it under the factory seating or in the crevices of the seat cushion. The seats of the SUV's are not easily removed to allow officers to ensure no contraband had been placed under the seat. The cost is approximately \$3500.00.

Sincerely,

A handwritten signature in black ink that reads "Kathy O'Kelley".

Kathy O'Kelley
Chief of Police

ADMINISTRATION BUILDING, 201 NORTH SPRING STREET, SPRINGDALE, ARKANSAS 72764
(479) 751-4542

CHIEF KATHY O' KELLEY







Equipment Proposal

Date 08-28-12

Customer CITY OF SPRINGDALE POLICE DEPT SHOP

Address 201 SPRING STREET

City SPRINGDALE

State ARKANSAS

Terms CAN BE DONE 30/60/90 IF NECESSARY

Freight INCLUDED

Ship Via FREIGHT TRUCK

QTY	PART #	DISCRIPTION	UNIT PRICE	TOTAL
1	ROTARY RFP14	4POST CLOSED DRIVE ON LIFT	4808.75	4808.75
2	ROTARY RRJ70G	LIFT JACKS	2019	4038
1	INSTALLATON	INSTALLATION OF LIFTS	875	875
1		INSTALLATION DOES NOT INCLUDE		
		ELECTRICAL HOOK UPS		
-1	ROTARY SPOA10	TRADE IN LIFT	-2000	-2000
		MODEL # SPOA10-N510 SERIAL # BJZ06D0026		
Prepared By: SHELLY MAYFIELD			SUBTOTAL	\$7,721.75
Store# 4052- SPRINGDALE			FRIEGHT	\$0.00
Quote is good for: 30 DAYS FROM DATE OF ESTIMATE			TAX	\$714.26
			MISC	\$
			TOTAL	\$8,436.01

Pricing and Installation Information

Prices include Freight YES NO

Prices include Training YES NO

Prices include Installation YES NO

Prices are subject to state and local taxes.



Equipment Proposal

Date 08-28-12

Customer CITY OF SPRINGDALE POLICE DEPT SHOP

Address 201 SPRING STREET

City SPRINGDALE State ARKANSAS

Terms CAN BE DONE 30/60/90 IF NECESSARY

Freight INCLUDED Ship Via FREIGHT TRUCK

QTY	PART #	DISCRIPTION	UNIT PRICE	TOTAL
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			MISC	\$
			TOTAL	\$8,436.01

Pricing and Installation Information

Prices include Freight * YES_NO

Prices include Training __YES__NO

Prices include Installation __YES__NO

Prices are subject to state and local taxes.

ORDINANCE NO. _____

**AN ORDINANCE TO WAIVE COMPETITIVE
BIDDING FOR INSTALLING BOX CULVERTS ON
HYLTON ROAD**

WHEREAS, The City of Springdale is preparing to widen Hylton Road, and

WHEREAS, due to the amount of time required to obtain sealed competitive bids the Public Works Director has obtained written quotes for the installation of culverts on Hylton Road, and

WHEREAS, Sculock Industries submitted the lowest quote of \$59,812 for this work, 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 construction time requirements of installing the box culverts, competitive bidding is not feasible or practical and is hereby waived on the installation of box covers on Hylton Road for an amount not to exceed \$59,812, and the Mayor and City Clerk are hereby authorized to execute an agreement with Sculock Industries for this work.

Section 2. 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.

EMERGENCY CLAUSE PASSED AND APPROVED this 9th day of October, 2012

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM

Jeff C. Harper, City Attorney

Sam Goade

From: Sam Goade [sgoade@springdale.ark.gov]
Sent: Friday, September 21, 2012 11:19 AM
To: Doug Sprouse; Wyman Morgan
Cc: 'cdougherty@mwyusa.com'
Subject: Proposal from Necessary Construction to set box culverts and construct associated structure for the Hylton Road bridge
Attachments: Hylton Road Precast Box Additives Cost Report 9-20-12 from Necessary Construction Company.pdf; Hylton Road Precast Box Additives 9-20-12 Necessary Construction Company.pdf; Email from Kevin Necessary with proposal to set culverts and construct the associated bridge structures on Hylton Road.pdf

Mayor and Wyman,

Necessary Construction Company (NEC) is the primary contractor for the Hylton Jr. High School on Hylton Road. I requested a quote from Necessary Construction (see the attached) to set the box culverts in place (after my department excavates and prepares the underlying foundation work) and construct the head walls, wings wall and influent/effluent aprons plus the cast in place "wedges" to accommodate the 30-degree skew of the bridge with respect to the roadway alignment. Chris Dougherty, P.E., the project design engineer with MW&Y, Inc., has reviewed the NEC proposal and finds it to be in line with the estimated cost for this work. Since NEC is currently on site at the Hylton Jr. High School project, Kevin Necessary eliminated mobilization, sediment control, traffic control and other cost associated with moving into a "raw" job from his proposal which contributes to a savings on our end if they are selected to do the work. Time is a factor for construction of the bridge as follows:

- Scurlock Industries needs a minimum of 30-days lead time to fabricate the sixty-six (66) large box culverts.
- The area where the bridge will be construction must dry for excavation and sub grade preparation so the sooner we start the better.
- Bidding the job will delay the project at least 30-45 days
- Necessary Construction can begin the project as soon as the culverts are ready from Scurlock Industries or about October 25th

It is my understanding that the Springdale School District will take possession of the new building in May, 2013 so we must have the majority of the roadway improvements completed by that time. I am requesting that an ordinance to waive competitive bidding be placed on the next available ordinance committee agenda for consideration of entering into the attached agreement with Necessary Construction Company for the work specified in their proposal.

Thanks,

Sam

Sam Goade

Public Works Director
Springdale Public Works Department
269 E. Randall Wobbe Lane
Springdale, Arkansas 72764

Phone 479-750-8135
Fax 479-750-8504



2425 S. 5th Place
Rogers, AR 72758

To: City Of Springdale	Contact:
Address: Springdale, AR	Phone:
	Fax:
Project Name: Hylton Road Improvements For Concrete Box	Bid Number:
Project Location:	Bid Date: 9/19/2012

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	100	Install 12 X3 Boxes Supplied By City Of Springdale	396.00	LF	\$34.50	\$13,682.00
	0210	Wingwalls & Appurtenances	1.00	LS	\$21,720.00	\$21,720.00
	0490	Six-Barrel 12'x3'X66' Pre-cast Concrete Box Culvert Cast In Place Wedge Pieces	1.00	LS	\$24,430.00	\$24,430.00
Total Bid Price:						\$59,812.00

Notes:

- **EXCLUSIONS:** Construction Layout and Staking, Handrails, Traffic Control, , Fencing, Testing, Bonding, Striping, Signage, Landscaping
- **TERMS AND CONDITIONS:**
- Allowing N.E.C., Inc. to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. If N.E.C., Inc. and Customer execute a form to memorialize their agreement, this bid proposal shall be incorporated by reference into the final contract. In event of any conflict between the terms of this bid proposal and any other documents stating terms of the final contract, this bid proposal shall govern.
- If N.E.C., Inc.'s work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted shift operation.
- N.E.C., Inc. shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the schedule at the time the project was bid, and for any other delays, acceleration, out of sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor strikes, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by the Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, N.E.C., Inc. shall be entitled to terminate the contract. A Force Majeure is in effect on this quote.
- A change in the price of an item of material or fuel of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the contract price.
- Any changes from the specification or modification to this contract or of the terms hereof and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such a change. Any increase or decrease in the contract price resulting from such change shall be included in such writing. N.E.C., Inc. may also claim damages for cumulative impact of multiple changes affecting N.E.C., Inc.'s production efficiency.
- All warranty claims must be received by N.E.C., Inc. not more than one (1) year after date of substantial completion of N.E.C., Inc.'s scope of work performed hereunder, and N.E.C., Inc. must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. N.E.C., Inc. is not responsible for special, incidental, or consequential damages. N.E.C., Inc. is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is to be considered extra work.
- N.E.C., Inc. shall not be responsible for, and the Customer agrees to hold us harmless from any liability resulting from damage or deterioration of any of our work whether completed or in process resulting from any cause or causes beyond our control, including but not limited to failure or inadequacy of any material or workmanship not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
- All required testing must be completed within fifteen (15) days after completion of work. NEC Inc. must be notified twenty-four (24) hours prior to the performance of any test, and reserves the right to be present during all test procedures.
- All claims, disputes, and matters in question arising out of, or relating to this accepted bid or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitrator(s) and shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. There will be no continuation of work on this agreement during arbitration unless mutually agreed in writing between N.E.C., Inc. and Customer.

- This Agreement shall be governed by the laws of the State of Arkansas. The parties specifically consent and submit to the jurisdiction of Benton County, Arkansas, State Courts and Western District of Arkansas Federal Courts, for purposes of any legal action which may be necessary to enforce the terms of this Agreement.

Payment Terms:

N.E.C., Inc. does not accept the risk of Customer's receipt of payments from any source. Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10) day of the next month following submittal of payment application. N.E.C., inc.'s schedule of values shall be used to determine progress payments.

Final and complete payment for all work performed hereunder shall be made not later than fifteen (30) days after the completion of such work. If testing is required, payment is due fifteen (30) days from the day in which testing was performed.

All sums not paid when due shall bear interest at the rate allowable in the state of Arkansas per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including attorney's fee, shall be paid by Customer.

If the above meets with your (Customer) acceptance, please sign and return this proposal. Upon timely receipt of the proposal, signed by you (Customer), N.E.C., Inc. will sign it and return a copy to you. When signed by both parties, this proposal including the Terms and Conditions constitute an agreement between us.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: N.E.C., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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2425 S. 5th Place
Rogers, AR 72758

Cost Detail

Project Name: Hylton Road Improvements For Concrete Box	Customer: City Of Springdale
Job Number:	Billing Address: Springdale, AR
Bid As:	
Estimator:	Phone:
Project Address:	Contact:
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
100 - Install 12 X 3 Boxes Supplied By City Of Springdale	396.00	LF	\$27.75	\$10,989.02
Utility Crew - Small (132.00 LF/DY, 3.00 DY)	396.00	LF	\$27.75	\$10,989.02
Excavator-Medium	24.00	HR	\$71.50	\$1,716.00
Truck-Utility	6.00	HR	\$31.00	\$186.00
Foreman - L1	30.00	HR	\$23.72	\$711.72
Laborer - General [3]	30.00	HR	\$16.75	\$1,507.30
Operator - L2	30.00	HR	\$20.83	\$628.01
CRANE- 100 Ton	24.00	HR	\$260.00	\$6,240.00
0210 - Wingwalls & Appurtenances	1.00	LS	\$17,415.21	\$17,415.21
Wings Walls, Headwall, Footing, And Aprons For12x3	2.00	EACH	\$8,707.61	\$17,415.21
Concrete - 4000 Psi	41.76	CY	\$74.29	\$3,102.35
Reinforcing Steel - #3 Rebar .376 Lb./ft.	195.50	LB	\$0.08	\$14.95
Concrete - Forming Crew (0.22 EACH/DY, 9.00 DY)	2.00	EACH	\$6,944.79	\$13,889.59
Foreman - L2	90.00	HR	\$25.12	\$2,260.73
Laborer - General [4]	90.00	HR	\$16.75	\$6,029.19
Laborer - Skilled [2]	90.00	HR	\$19.54	\$3,516.89
Loader Backhoe-Small	36.00	HR	\$35.35	\$1,272.60
Roller - Small	9.00	HR	\$28.02	\$252.18
Truck-Pickup	18.00	HR	\$31.00	\$558.00
Lumber-Plyform	172.50	SF	\$1.64	\$282.68
Lumber-2"X12"	110.00	LF	\$0.82	\$90.13
Lumber-2"X8"	50.00	LF	\$0.71	\$35.51
0490 - Six-Barrel 12'x3'X66" Pre-cast Concrete Box Culvert Cast In Place Wedge Pieces	1.00	LS	\$19,587.53	\$19,587.53
End Cast In Place 12x3 Wedges	12.00	EACH	\$1,632.29	\$19,587.53
Concrete - 4000 Psi	52.80	CY	\$74.29	\$3,922.51
Concrete - Forming Crew (1.50 EACH/DY, 8.00 DY)	12.00	EACH	\$1,019.56	\$12,234.68
Foreman - L2	80.00	HR	\$20.93	\$1,674.88
Laborer - General [3]	80.00	HR	\$16.75	\$4,019.46
Laborer - Skilled [3]	80.00	HR	\$19.54	\$4,689.18

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 0490 - Six-Barrel 12'x3'X66' Pre-cast Concrete Box Culvert Cast In Place Wedge Pieces continued)				
 Loader Backhoe-Small	32.00	HR	\$35.35	\$1,131.20
 Roller - Small	8.00	HR	\$28.02	\$224.16
 Truck-Fickup	16.00	HR	\$31.00	\$496.00
 Lumber 2"X4"	264.00	LF	\$0.38	\$100.95
 Lumber-Plyform	1,725.00	SF	\$1.64	\$2,826.84
 Reinforcing Steel - #5 Rebar 1.043 Lb./ft.	920.00	LB	\$0.55	\$502.55

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$25,037.15	52.17%
Equipment Owned:	\$12,076.14	25.16%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$10,878.48	22.67%
Subcontracted:	\$0.00	0.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
Direct Cost:	\$47,991.77	

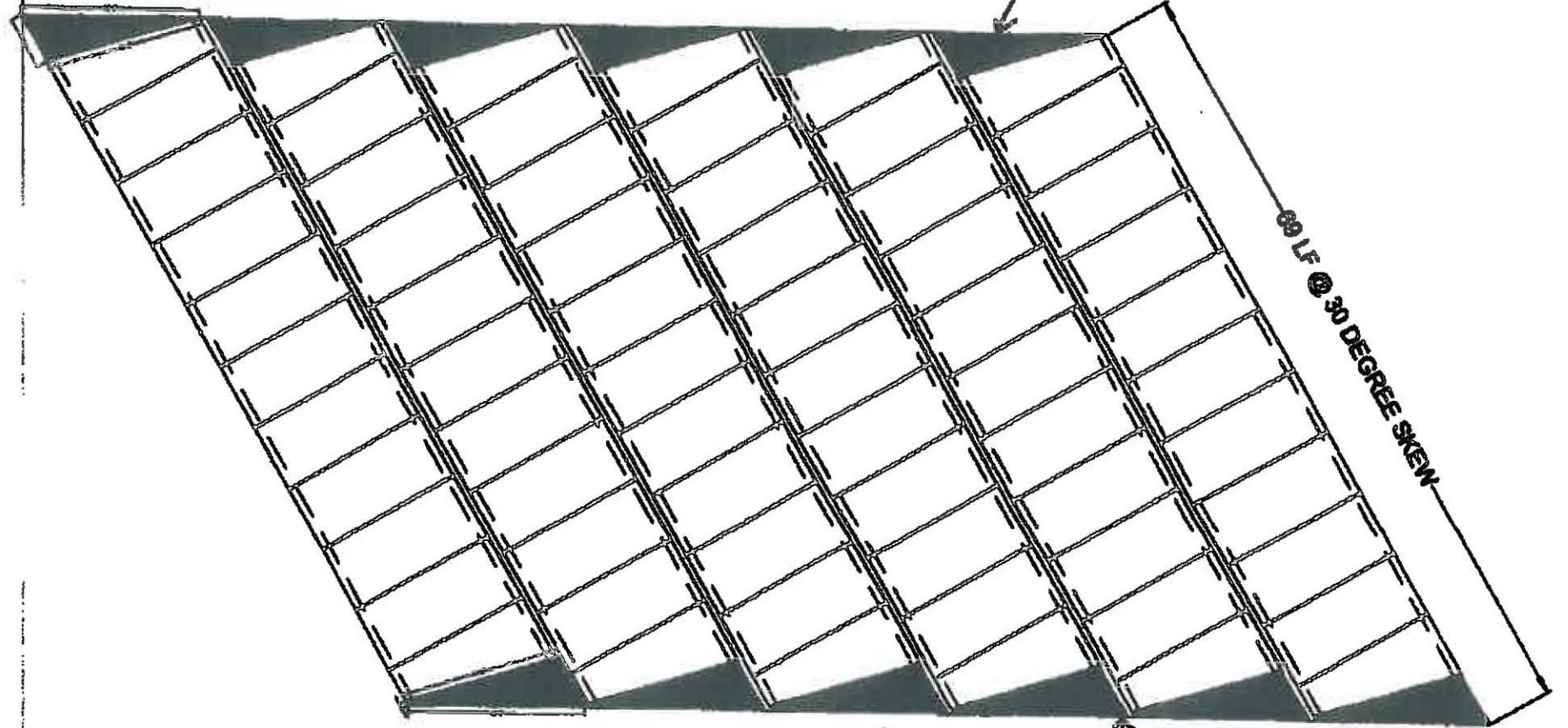
Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$47,991.77	80.24%
Total DC Adda/ Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$0.00	0.00%
Total Bond:	\$1,496.53	2.50%
Total Overall Cost:	\$49,488.29	82.74%
Total Overhead:	\$5,938.60	9.93%
Total Profit:	\$4,385.11	7.33%
Total Margin:	\$10,323.71	17.26%
Total Bid Price:	\$59,812.00	

HYLTON ROAD

6-Barrel 12x3 RCBC Layout
9-18-12
Scarlock Industries

* HEADWALL



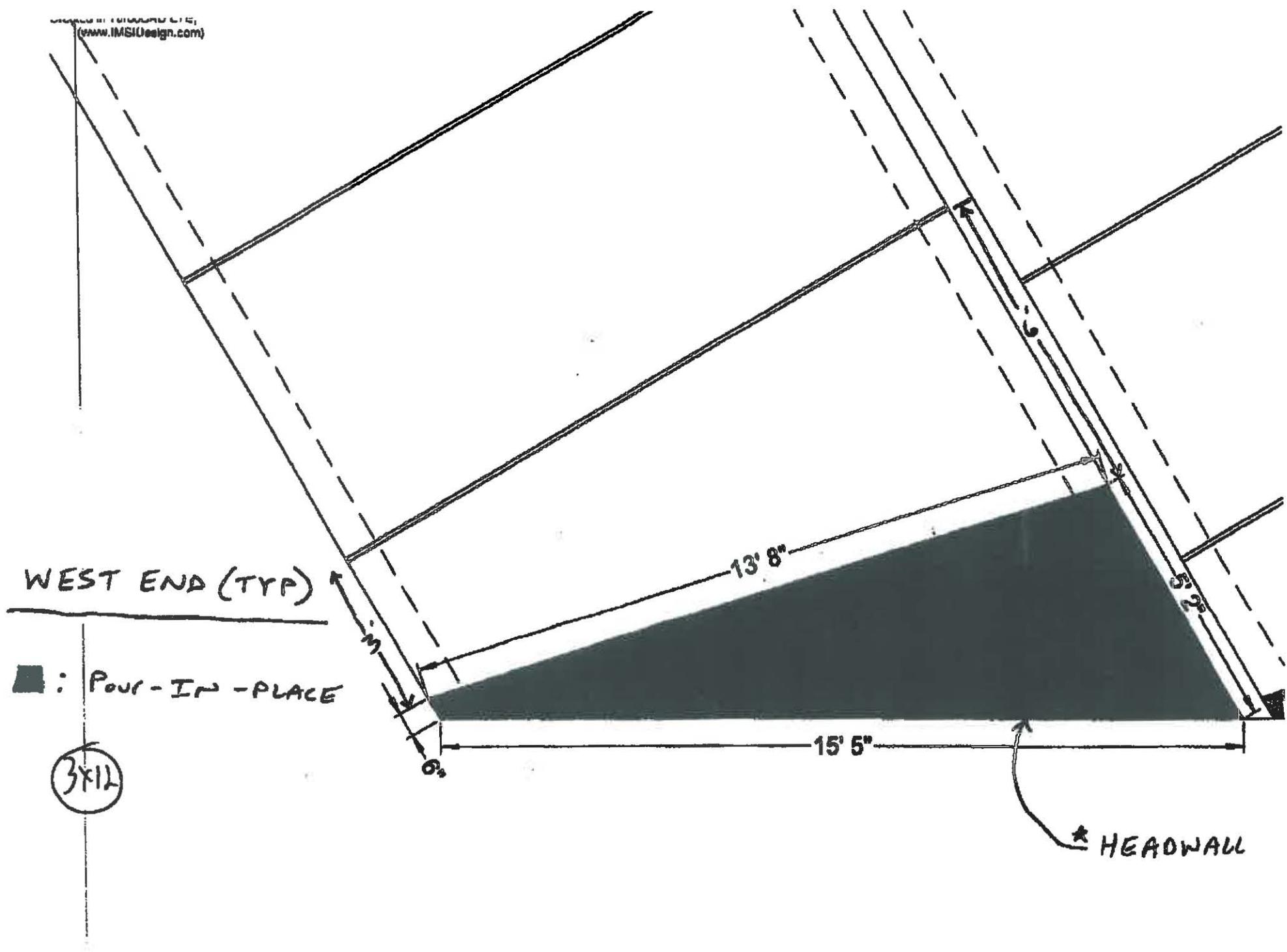
80 LF @ 30 DEGREE SKEW

* HEADWALL

■ : Pour-in-place

EACH BARREL: (9) 6' Boxes + (2) Skewed Boxes
w/ Expand Rebar





RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CAPITAL
IMPROVEMENT PROJECT FUNDS FOR THE PURCHASE
OF VEHICLES FOR THE FIRE DEPARTMENT**

WHEREAS, the City has disposed of several old Fire Department vehicles that were requiring considerable maintenance to keep them running, and

WHEREAS, the Fire Chief has recommended replacing four of these vehicles, and

WHEREAS, this acquisition could be completed this year and the Fire Department using these vehicles to better serve or citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the expenditure of a maximum of \$125,000 of Capital Improvement Project Funds is hereby authorized for the acquisition and equipping of four vehicles for the Fire Department.

PASSED AND APPROVED this 9th day of October, 2012.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Jeff C. Harper, City Attorney

Wyman Morgan

From: Mike Irwin [mirwin@springdalear.gov]
Sent: Thursday, September 20, 2012 10:39 AM
To: 'Wyman Morgan'
Cc: 'Doug Sprouse'
Subject: Vehicle list requested!
Attachments: 2012 Fleet Vehicle Data.xls

Wyman,

Attached is the list compiled by Assistant Chief McDonald that shows what we currently have, and those that we have retired/ sold. A couple of changes to note is that we no longer have any vehicles that are unassigned. We do have the new Chevy Tahoe in at the top of the list, but that just replaces the old 1999 Tahoe. The 2007 Dodge Pick up is assigned to me, and the 2001 Pick-up is assigned to Ed in prevention as his 1997 Crown Vic died and has been sold. We have gone from a fleet of 14 vehicles to a fleet of now currently 6. We are requesting to move that number back to 10, which will still cut our fleet number by 4 vehicles, which should still show a significant savings overall. The request would be to buy for these 4 vehicles:

3- mid-sized SUV's (Ford Explorer, Chevy Traverse) 4x4 On state bid for around \$25,000 each. Only Ford Police Interceptor Sport Utility AWD like PD purchase on HGAC bid for around \$25,000 as well!
 1- 1 ton P/U (Dodge, Ford, Chevrolet) 4x4 4-door On state bid run on average around \$27,000.

We would then need to add the emergency lighting, lettering, striping, and equipment which would add around \$ 5,000 ea for a total of an additional \$20,000

I would suggest we buy the 3-Ford Police Interceptor Sport Utility AWD from HGAC and the Pick up on the state bid! Just my two-cents worth

The reasoning behind the mid-sized SUV's is fuel economy. Thank you for entertaining accomplishing this task prior to the start of the 2013 budget, as we truly need to address these issues.

Respectfully,

Mike Irwin

Fire Chief
 Springdale Fire Department
 417 Holcomb
 PO Box 1521
 Springdale, Arkansas 72765
 Office 479-751-4510
 Cell 479-799-9091
mirwin@springdalear.gov

9/27/2012

YEAR	MAKE	MODEL	MILEAGE	VIN	STATUS	TOTALS	2011 Insurance
2012	Chevrolet	Tahoe	0	-	on order		
2008	GMC	2500 4WD	57,423	1GTHK29K58E128245	CAR 6 (On Duty Fire Inspector)	-	\$1,223.24
2008	GMC	1500 4WD	38,616	1GTEK19068E128664	CAR 5 (Battalion Chief (Training Officer) Ron Skelton)	-	\$1,796.80
2007	Dodge	Ram 4WD	29,877	1D7HU18297J583276	CAR 3 (Division Chief (Operations Officer) Jim Vaughan)	-	\$1,742.18
2007	Dodge	Ram 4WD	28,217	1D7HU18277J583275	unassigned (travel and backup fleet vehicle)	-	\$1,223.24
2004	GMC	4WD 1 Ton	12,166	1GTJK33274F222468	USAR 1 (front line unit on loan from Washington County)	-	\$1,256.02
2001	Chevrolet	1500 4WD	77,144	1GCEK19T21E300338	unassigned (travel and backup fleet vehicle)	-	-
1999	Chevrolet	Tahoe	90,983	1GNEK13R1XJ563151	Battalion 1 (On Duty Shift Commander)	-	\$1,649.32
1997	Chevrolet	4WD Pickup	111,530	1GCEK19R5VE245216	unassigned—listed on 11-29-2011, sold 12-9-2011 for \$3,650.00	\$3,600.00	\$2,182.46
1997	Ford	Crown Victoria	57,997	2FALP71W6VX172567	CAR 4 (Battalion Chief (Fire Marshal) Ed Stith)	-	\$3,838.65
1997	Ford	Crown Victoria	93,739	2FALP71W5VX162385	unassigned—listed 11-18-2011, sold 11-28-2011 for \$1,875.00	\$1,875.00	\$2,942.21
1997	Ford	Crown Victoria	87,984	2FALP71W0VX162391	unassigned—listed 11-18-2011, sold 11-28-2011 for \$1,275.00	\$1,275.00	\$3,313.21
1995	Chevrolet	Caprice	99,924	1G1B152P8SR145589	unassigned—list 11-2-2011, sold 11-23-2011 for \$3,065.00	\$3,065.00	\$3,000.00
1994	GMC	4WD Pickup	114,767	2GTEK19ZOR1572887	assigned to Ted Ball	\$2,606.00	\$1,529.14
1990	Chevrolet	1500 4WD	120,023	2GCEK19KXL1256598	unassigned—listed on 11-28-2011, sold 12-8-2011 for \$2,801.00	\$2,801.00	\$2,410.79
1985	Ford	Fire-Cat	89,853	1FDYK80U6FVA20050	listed 11-07-2011, sold 11-28-2011 for \$9,200.00	\$9,200.00	-

TOTAL \$24,422.00 \$28,107.26