

CITY OF SPRINGDALE  
Committee Agendas  
Monday, September 15<sup>th</sup>, 2014  
Multi-Purpose Room #236  
City Administration Building  
Meetings begin at 5:30 p.m.

Ordinance Committee, Chairman Mike Overton:

1. **Discussion** about the swimming pool ordinance Section 91 – 66 & 67, by Councilman Brad Bruns. Pg 2
2. **Discussion** concerning food truck vendors, presented by Ernest Cate, City Attorney.  
Pg's 3-18

Committee of the Whole:

3. **An Ordinance** calling for the simultaneous detachment and annexation of land currently located in Bethel Heights, Benton County, Arkansas, pursuant to ARK. Code Ann. §14-40-2101, presented by Ernest Cate, City Attorney. Pg's 19-21
4. **An Ordinance** calling for the simultaneous detachment and annexation of land currently located in Tontitown, Washington County, Arkansas, pursuant to ARK. Code Ann. §14-40-2101, presented by Ernest Cate, City Attorney. Pg's 22-31

Street & CIP Committee, Chairman Rick Evans:

5. **A Presentation** by Mr. Larry Fulfer on property located on Har-Ber Avenue concerning the 56st Street Project.
6. **An Ordinance** authorizing the City of Springdale Public Works Department to purchase metal truss building with fabric cover including field installation for the storage of road salt and grit; to waive competitive bidding; declaring an emergency; and for other purposes, presented by Sam Goade, Director of Public Works. Pg's 32-47
7. **A Resolution** authorizing execution of a contract for Engineering Services for design of structural repairs to a collapsed drainage system under Wilkinson Lane, presented by Sam Goade, Director of Public Works. Pg's 48-70
8. **An Ordinance** to waive competitive bidding for replacement of the library boiler, presented by Marcia Ransom, Library Director. Pg's 71-78
9. **Discussion** concerning the alignment and design of Don Tyson Parkway to Carley Road, presented by Ray Dotson, property owner.
10. **Discussion** concerning the Dotson condemnation case and the compensation amount, presented by Ray Dotson, property owner.
11. **A Resolution** authorizing the City of Springdale to purchase and enter into a lease with the current tenant for property located at 5573 Elm Springs Road (tract 59) associated with the 2012 Street Bond Program No. 12BPS7&8 – 56<sup>th</sup> Street extension, presented by James Breakfield, Staff Engineer. Pg's 79-81

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

12. **Discussion** concerning Waste Management - Yellow Bag Program and the age requirement of 65, presented by Wyman Morgan, Director of Administration & Financial Services.

Springdale, Arkansas, Code of Ordinances >> - CODE OF ORDINANCES >> DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS >>

**DIVISION 3. SWIMMING POOLS, SPAS AND HOT TUBS**

Sec. 91-66. Swimming pools.

Sec. 91-67. Enclosures.

**Sec. 91-66. Swimming pools.**

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

*(Ord. No. 3691, 6-14-05)*

**Sec. 91-67. Enclosures.**

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1,219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1,372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of six inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

*(Ord. No. 3691, 6-14-05)*

**Sec. 47. Unit 44: Mobile vending site.**

Subject to Article 6, Section 3.16, the use of any parking lot, land area, or other premises by a motorized or non-motorized vehicle, trailer, kiosk, pushcart, stand or other device designed to be portable and not permanently attached to the ground which is used to sell goods, wares, merchandise or food. Specifically excluded from this use unit are persons vending from a motor vehicle who visit multiple private property sites on a daily basis for no more than one (1) hour per site and who have obtained a business license from the city. Also specifically excluded from this use unit are temporary open-air enterprises, which are regulated by Article 6, Section 3.5.

*(Ord. No. 3914, § 1, 6-27-06)*

**3.16 Mobile vending sites.**

1. **Definitions.** When used in this chapter, the following words, terms, and phrases shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:
  - a. *Goods, wares, or merchandise* shall include but not be limited to animals, fruits, vegetables, farm products or provisions, dairy products, fish, game, poultry, meat, plants, flowers appliances, wearing apparel, jewelry, ornaments, art work, cosmetics and beauty aids, health products, medicines, household needs or furnishings, food of any kind, whether or not for immediate consumption, confections or drinks.
  - b. *Mobile vending unit* shall include any motorized or non-motorized vehicle, trailer, kiosk, pushcart, stand or other device designed to be portable and not permanently attached to the ground which is used to sell goods, wares, merchandise or food.
  - c. *Mobile vendor* shall include a person who peddles, vends, sells, displays or offers to sell good, wares or merchandise, or food from a mobile vending unit. This term does not include a mobile vending unit that visits multiple private property sites on a daily basis for no more than one (1) hour per site. This term also does not include temporary open-air enterprises, which are regulated by Article 6, Section 3.5.
2. All mobile vending sites shall be subject to the requirements of Article 2, Section 12, conditional uses on appeal to planning commission. In addition:
  - a. The mobile vendor must present proof of a state sales tax identification number, or proof that the mobile vendor has applied for a state sales tax identification number.
  - b. If the mobile vendor is employed by another, the name and address of the person, firm, association, organization, company or corporation.
3. Additional restrictions on mobile vending sites:
  - a. If a mobile vendor is located on property which has another use, the mobile vending unit shall be considered an accessory use, and i) may not exceed one hundred sixty (160) square feet; ii) may not be located in the front setback; and iii) cannot be connected to any utilities.
  - b. A mobile vendor may not operate between the hours of 10:00 p.m. and 7:00 a.m.
  - c. The property on which the mobile vending site is to be located must be in compliance with the dustproofing and paving requirements for parking as set forth in Article 7, Section 8.
  - d. A mobile vending unit shall not be located less than one thousand three hundred twenty (1,320) feet measured in a straight line from another mobile vending unit on the same side of the street. The measurement shall be made from a line drawn around the mobile vending unit, with the line being at all points ten (10) feet from the nearest point of the mobile vending unit. Provided, however, that no more than two (2) mobile vending units shall be permitted on the corner lots at any intersection.
  - e. Mobile vending units shall not be located so as to obstruct parking spaces required for the operation of any other use on the site.
  - f.

- Mobile vendors must maintain on the site a minimum of three parking spaces designated for their use.
- g. If a health certificate is required, the vendor shall display the health certificate in a manner visible to customers.
  - h. All signs must meet the requirements of a temporary sign (Section 98-61). No flashing signs or lights are allowed.
4. **Restrictions.** All mobile vendors are further restricted from operating:
- a. Within one hundred (100) feet of any property that is zoned residential pursuant to Article 4, Section 2.
  - b. Within fifty (50) feet of a street intersection or pedestrian crosswalk;
  - c. Within fifty (50) feet of any driveway, loading zone, or bus stop;
  - d. On the median strip of a divided roadway unless the strip is intended for use as a pedestrian mall or plaza;
  - e. Within one hundred (100) feet of the intersection of an on or off ramp of a freeway and the street to which the ramp exits.
  - f. Within fifty (50) feet of any fire hydrant or fire escape;
  - g. Within fifty (50) feet of any parking space or access ramp designated for persons with disabilities;
  - h. Within fifty (50) feet of an unobstructed pedestrian space;
  - i. Within fifty (50) feet of a building entrance or exit;
  - j. On a city sidewalk or other public easement or within twenty (20) feet of a public street or roadway.
5. **Exemptions.** The provisions of this chapter do not apply to:
- a. Goods, wares, or merchandise temporarily deposited on the sidewalk in the ordinary course of delivery, shipment or transfer;
  - b. The placing and maintenance of unattended stands or sales devices for the sale, display or offering for sale of newspapers, magazines, periodicals and paper bound books;
  - c. The distribution of free samples of goods, wares and merchandise by any individual from his person;
  - d. Farmers and growers selling fruits and vegetables which they have grown, provided these products are sold on parking lots where the owner has granted permission;
  - e. Charitable organizations, such as Girl Scouts, Boy Scouts, on the property of another, so long as the owner of the property consents.
  - f. Mobile vendors operating at special events, so long as the mobile vending unit is located totally within property owned, occupied, or leased by the operators of the special event. Special event means any occasion including but not limited to Rodeo of the Ozarks, City approved events at Shiloh Square, or city wide celebrations, and festivals taking place within a specifically defined area of the city for a period of time not to exceed five (5) days.
6. No person authorized to operate a mobile vending site shall do any of the following:
- a. Unduly obstruct pedestrian or motor vehicle traffic flow;
  - b. Obstruct traffic signals or regulatory signs;
  - c. Conduct any vending upon a public way;
  - d.

- Conduct any vending upon private property of another, unless the owner of the private property has consented to such vending in writing;
- e. Sound any device that produces a loud and raucous noise in violation of city ordinance, or violate any other city ordinances in connection with the vending operation.
7. Mobile vendors shall keep their vending sites clean and free of paper or refuse of any kind generated from the operation of their business. All trash or debris accumulating within twenty (20) feet of any vending stand should be collected by the vendor and deposited into a trash container.
  8. In addition to the provisions of Article 2, Section 12, a conditional use issued hereunder may be suspended or revoked for any of the following reasons:
    - a. Fraud, misrepresentation, or knowingly making a false statement contained in the application for the conditional use;
    - b. Fraud, misrepresentation, or knowingly making a false statement in the course of carrying on the business of the mobile vending site;
    - c. Conducting the business of the mobile vending site in any manner contrary to the conditions of the conditional use or this subchapter;
    - d. Conducting the business of the mobile vending site in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public, health, safety, welfare or morals, or interfere with the rights of abutting property owners.
  9. The building inspector and the chief of police shall be responsible for enforcing this ordinance.
  10. The granting of a conditional use for a mobile vending site as approved is nontransferable, shall be valid for one (1) year, and shall be valid only for the applicant and only at the location for which it is issued. A conditional use for a mobile vending site may be renewed annually so long as: (a) the applicant renews their business license with the City of Springdale annually, (b) there have been no sustained complaints against the applicant and the mobile vending site within the last calendar year which resulted in the applicant losing the conditional use approval, (c) there are no pending complaints against the applicant and the mobile vending site, (d) there are no changes to the identity of the applicant, (e) there are no changes to the location of the mobile vending site, and (f) there are no changes to the use of the mobile vending site. If there is a pending complaint against the applicant and the mobile vending site at the time the applicant seeks to renew a conditional use for the mobile vending site, as described in (c) above, the city will not renew the conditional use for the mobile vending site unless and until the pending complaint is resolved, after a hearing, in favor of the applicant and the mobile vending site as provided for in chapter 130 of this Code. In the event an applicant proposes any changes to the conditional use, the applicant must submit a new conditional use application which must be approved by the planning commission and the city council.
  11. Each sales transaction completed in violation of the terms of this subchapter shall be considered a separate violation.
  12. Any person whose mobile vending unit conditional use has been revoked under this section may not apply for a new license for a period of one year from the date the revocation took effect.
  - 13.

There shall be no non-conforming uses for mobile vending sites. All properties not currently in compliance with this ordinance will be required to come into compliance with this ordinance no later than October 1, 2006.

## MEMORANDUM

TO: ALL PEDDLERS AND MOBILE CANTEEN UNITS

→ FROM: CITY OF LITTLE ROCK DEPARTMENT OF PLANNING AND DEVELOPMENT

SUBJECT: REGULATIONS FOR DISPLAYING AND SELLING FROM A TRANSIENT LOCATION; APPLICABLE TO ALL PEDDLERS AND MOBILE CANTEEN UNITS OTHER THAN THOSE APPROVED TO OPERATE IN THE PUBLIC RIGHT OF WAY

1. Peddlers must locate only on developed property that is zoned C-3, C-4 or UU. Operation in all other zones is prohibited.
2. Mobile canteen units may locate only on developed property that is zoned O-1, O-2, O-3, C-1, C-2, C-3, C-4, I-1, I-2, I-3 or UU. Operation in all other zones is prohibited.
3. Push carts are permitted on the properties referenced in section number 2.
4. You cannot have temporary signs at the location.
5. You must have your current City of Little Rock privilege license on the site. The license must be visible and available for inspection.
6. Merchandise must be kept on your vehicle at all times.
7. You cannot set up or display anything in the public right-of-way or anywhere on the private property that will create a traffic hazard.
8. You must have a written and notarized statement from the property owner allowing you to set up on the property. The statement must be available for inspection.
9. The property must remain clean at all times.
10. Trailers must remain hooked up to tow vehicles at all times.
11. All vehicles and trailers must be parked on a paved surface.
12. You cannot set up tables, chairs or canopies.

13. Operators of mobile canteen units must have displayed a current State of Arkansas health certificate. The certificate must be presented to the City Collectors office when applying for the City privilege license
14. You must have on site a State of Arkansas issued tax I.D. It must be available for inspection.
15. Licenses for peddlers are good only until December 31 of the year in which the license is issued. New licenses must be issued for each year.
16. At the end of each business day, all equipment, vehicles and related materials must be removed from the site.
17. Failure to follow these regulations will result in enforcement by the City of Little Rock and may result in the revocation of your privilege license.

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Acknowledgment by applicant

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Date

# Fayetteville

<b>TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 178: OUTDOOR VENDORS</b>
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CD178:1

**CHAPTER 178: OUTDOOR VENDORS**

**178.01 Purpose**

It is the purpose of this chapter to promote and encourage open air retail environments, while preserving and protecting the health, safety and welfare of citizens by promoting opportunities and regulations for the creation of said exceptions within the City.

(Ord. 5185, 10-7-08)

**178.02 Sidewalk Cafes**

(A) Public rights-of-way are designed for free and unobstructed travel. However, the City of Fayetteville recognizes that certain developed and developing areas in a traditional town form are unique and that certain public amenities are not inconsistent with the underlying dedication for the public right-of-way, as long as they do not impede travel or interfere with the public safety. This ordinance is designed to encourage pedestrian activity and make the urban environment more attractive.

(B) Sidewalk Café Authorization. The Planning Commission may issue a conditional use permit allowing a sidewalk café on part of a specified sidewalk after the applicant has notified adjoining property owners. In addition to the general conditional use requirements, the Planning Commission shall ensure that no conditional use permit is granted, unless:

- (1) The proposed sidewalk café will not unduly impact or impede the public's ability to travel upon or use the sidewalk and any other affected public right-of-way, including public utility easements.
- (2) Any necessary costs to relocate a utility or widen the existing sidewalk to accommodate the proposed sidewalk café must be paid by the sidewalk café applicant.
- (3) The sidewalk café applicant may be required to post a surety bond or letter of credit sufficient to cover the cost of removing the sidewalk café if necessary for the city or utility company to access pipes, lines, or other facilities.
- (4) The sidewalk café applicant must consent that the city or utility company may remove, without liability or compensation, part or all of the sidewalk café, if necessary, to get access to a utility facility or improvement.

(C) Requirements: Sidewalk cafés shall meet the following requirements in order to be approved:

- (1) Applicants requesting a license must provide a detailed site plan and written description illustrating the type, location and dimensions of all furniture to be placed in the public right-of-way. Sidewalk cafes may not be enclosed by fixed walls or other permanent structures.
- (2) Sidewalk cafes must be open to the air, except that an awning or canopy conforming to requirements established by the Unified Development Code and Building Code may be constructed over the sidewalk café. In order to provide sufficient pedestrian clearance, umbrellas must have 7 feet of free and clear space from the sidewalk surface to the lower edge of the umbrella.
- (3) Property shall be kept clean and free of refuse with no permanent trash containers placed on the premises.
- (4) All furnishings and fixtures must be of a temporary nature and shall be removed from the public right-of-way and stored inside during non-operational times.
- (5) For sidewalk cafes using City right-of-way for operation, there shall be a minimum of five feet or 50% of the total sidewalk width for clearance, whichever is greater, to provide adequate and unobstructed pedestrian movement.
- (6) If at any time the sidewalk café is determined to impede travel or interfere with the public safety, as determined by the Planning Division, the sidewalk cafe shall be removed.
- (7) One A-frame sandwich/menu board is permitted within the sidewalk cafes' border during hours of operation, subject to the applicable regulations in Ch. 174: Signs for the same.

(Ord. 5185, 10-7-08)

**178.03 Sidewalk Vendors**

(A) *Purpose.* Public rights-of-way are designed for free and unobstructed travel. However, the City of Fayetteville recognizes that certain development patterns with wide sidewalks are unique and that certain public amenities are not inconsistent with the underlying dedication for the public right-of-way, as long as they do not impede travel or interfere with the public safety.

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This ordinance is designed to regulate open air vending of goods on public rights-of-way.

(B) *Sidewalk Vendor Authorization.* The Zoning and Development Administrator may issue a permit for a sidewalk vendor to use a specific sidewalk or plaza location for specified hours to sell specified goods for up to a one year period. In addition to the general use requirements, the Zoning and Development Administrator shall ensure that no permit is granted unless:

- (1) The applicant has obtained all necessary permits from State or County authorities, including any Transient Merchant permit requirements.
- (2) The applicant has submitted a sales and use tax number, sales tax remittance forms and an affidavit that the applicant has fully paid all sales and use taxes during the previous twelve months, if applicable.
- (3) The applicant has filed a HMR tax remittance form with the City of Fayetteville, when applicable.
- (4) The applicant has notified all adjacent property owners, by certified mail, of the application.

(C) *Permit Application.* Each application for a permit to conduct business on a sidewalk shall be accompanied by a \$100 application and permit fee. Permits issued after July 1st shall be accompanied by a \$50 application and permit fee. Each permit will expire at 3 a.m. on January 1st following the year issued. The permit fee shall be collected prior to issuance of the permit

- (1) Application for a sidewalk vendor permit shall include the following items in a format acceptable to the Zoning and Development Administrator:
  - (a) Name, address and contact information.
  - (b) Type of items sold or services rendered.
  - (c) A valid copy of all necessary permits required by State and County health authorities.
  - (d) Proof of application for remittance of HMR tax to the City of Fayetteville.
  - (e) Means to be used in conducting business, including but not limited to, a description of any mobile container or device to be used for transport or to display approved items or services.

(f) A site plan indicating the location and dimensions of the proposed use and device or pushcart.

(g) A detailed scale drawing, picture or diagram and material specifications of the device or pushcart to be used.

- (2) The permit issued shall not be transferable in any manner.
- (3) The permit is valid for one sidewalk vending location only.

(D) *Permitted Vending Products and Goods.*

(1) The City of Fayetteville permits the following types of goods for street vending in approved locations:

- (a) Cut Flowers
- (b) Food and Beverage
- (c) Arts and Crafts: Only objects of art or craft produced and sold by a local artist or craft person may be sold by street vendors.

(2) All goods being sold from sidewalk vendors shall:

- (a) Be located within the permitted area and be attended at all times. Sidewalk vendors shall not conduct transactions with vehicular traffic located in the right-of-way.
- (b) Not lead to or cause congestion or blocking of pedestrian traffic on the sidewalk.
- (c) Involve a short transaction period to complete the sale or render the service.
- (d) Not cause undue noise or offensive odors.
- (e) Be easily carried by pedestrians.

(E) *Location Requirements.* Sidewalk vendors are permitted in specific locations in Fayetteville as a use by right. These locations have been determined by the City Council to have adequate sidewalk width, pedestrian traffic flow, and they minimize potential conflicts with existing businesses. Sidewalk vendors are not permitted to operate on days / times associated with special events, unless they have been approved and granted a Special Events Permit from the organization coordinating the special event. Maps of approved locations are available in the

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Planning Division. The locations where street vending is allowed as a permitted use are:

- (1) North and West sidewalks in front of the Walton Arts Center. Sidewalk vendors may locate along West Avenue and Dickson St. in front of the Walton Arts Center
  - (2) Inside of the Fayetteville Square. Sidewalk vendors may locate along sidewalks on all sides of the interior of the downtown Fayetteville Square. On days / times that the Farmers' Market or other special events operate, sidewalk vendors shall only be permitted if approved through the Farmers' Market or Special Event Permit process.
- (F) *Conditional Use Permit.* If an applicant wishes to operate as a sidewalk vendor in a location other than those specifically approved by the City Council, a conditional use permit must be obtained. Upon receipt of a conditional use permit application, the Planning Commission shall review the proposed permit operating area to determine if the said area is suitable for street vending in accordance with this chapter. In making this determination, the Planning Commission shall consider the following criteria:
- (1) The application meets all other criteria established herein for a sidewalk vendor, with the exception that the applicant may request that the cart, and/or operating area, may be larger than the dimension required in this chapter. An increase in cart size or operating area may be considered by the Planning Commission as a variance and does not require conditional use permit review. The determination of a larger cart size and/or operation area shall be subject to the variance criteria in Chapter 156.03(C).
  - (2) The number of permits issued for the street vending location shall not exceed the capacity of the area in terms of maintaining the use of the sidewalk as a public right-of-way. The Planning Commission shall consider the width of sidewalk, the proximity and location of existing street furniture, including, but not limited to: signposts, lamp posts, parking meters, bus shelters, benches, phone booths, street trees and newsstands, as well as the presence of bus stops, truck loading zones, or taxi stands to determine whether the proposed use would result in pedestrian or street congestion.
- (G) *Requirements.* Sidewalk vendors conducting business on the sidewalks of the City of Fayetteville with a valid permit issued under this Chapter may transport and/or display approved goods upon the approved mobile device or

pushcart, under or subject to the following conditions:

- (1) The operating area shall not exceed 40 square feet of sidewalk, which shall include the area of the mobile device, operator and trash receptacle. The Planning Division will provide a map of approved vendor locations.
- (2) The length of the mobile device or cart shall not exceed 7 feet, including the cart's trailer tongue or hitch that is not removed or collapsible, and any propane tanks or other attachments to the mobile device. The width shall not exceed 4 feet, including the carts wheel wells or tires, and any accessory components of the cart such as retractable or collapsible sinks or shelves.
- (3) The height of the mobile device or pushcart, excluding canopies, umbrellas, or transparent enclosures, shall not exceed 5 feet.
- (4) No permanent hardware shall be affixed to the sidewalk or adjacent buildings.
- (5) Mobile generators are prohibited.
- (6) No sidewalk vendor may conduct business on a sidewalk in any of the following places:
  - (a) Within 10 feet of the intersection of the sidewalk with any other sidewalk. Sidewalk intersections shall be kept clear for pedestrian safety.
  - (b) Within 10 feet of any handicapped parking space, or access ramp.
  - (c) Within 15 feet of a fire hydrant.
  - (d) Within 15 ft. of an entrance to a building.
- (7) Street vending facilities shall be removed from the public right-of-way when not in use. Sidewalk vendors are only allowed to operate between the hours of 5 a.m. and 3 a.m. All carts shall be removed from the public right-of-way during non-operational hours.
- (8) Prior to final approval, Planning Staff shall inspect the sidewalk vendor set up in the proposed location. The applicant shall make an appointment between the hours of 8 a.m. to 5 p.m. in which Planning Staff will inspect the cart and all proposed accessories such as coolers, trash receptacle, chairs, etc. that the applicant is proposing for the site. Upon approval, sidewalk vendors shall display in a

prominent and visible manner the permit issued by the Planning Division.

- (9) The Fire Marshal shall inspect and approve any food and beverage pushcart to assure the conformance of all cooking or heating apparatus with the provisions of the City Fire Code.
- (10) Sidewalk vendors who sell food and beverage are required to be permitted, and receive approval, through the Arkansas Department of Health and Human Services for food related establishments. A copy of the permit issued by the State, and inspected and approved by the Washington County Health Department, shall be supplied to the Planning Division prior to Planning Division approval.
- (11) Sidewalk vendors are required to provide a trash receptacle for public use located within their permitted operating space. All sidewalk vendors must pick up and properly dispose of all paper, cardboard, metal, plastic or other litter in any form (including cigarette butts) within the sidewalk area assigned to the vendor within thirty minutes of the end of daily operations. Failure to completely remove all such litter from the authorized sidewalk location shall constitute a violation of the permit approval.
- (12) No sidewalk vendor shall solicit, berate or make any noise of any kind by vocalization or otherwise, for the purpose of advertising or attracting attention to his wares. No audible amplified music shall be permitted.
- (H) *Signage.* Sidewalk vendors shall obtain a sign permit from the Planning Division prior to the issuance of a permit to operate. Sidewalk vendors are permitted a total of one (1) A-frame sandwich/menu board subject to Ch. 174 Signs regulating these types of signs. The menu board shall list the products and prices for the items being vended. Only products or services available at the vending location shall be displayed.
- (I) *Revocation of the Sidewalk Vendor Permit.* The Zoning and Development Administrator is authorized to revoke a sidewalk vendor's permit if it is determined that a violation of the requirements of the Unified Development Code has occurred.

(Ord. 5185, 10-7-08; Ord. 5321, 5-18-10; Ord. 5459, 11-15-11)

#### 178.04 Outdoor Mobile Vendors Located On Private Property

- (A) *Purpose.* The purpose of this section is to facilitate and control the ability of mobile vendors and mobile vendor courts to operate on private property while ensuring such use is compatible with nearby properties, fosters an aesthetically appealing streetscape and does not create a dangerous traffic condition.
- (B) *Mobile Vendor Six Month Permit.* Mobile vendors are allowed to operate on a temporary basis for a maximum of six months in one location during a calendar year with administrative approval of the Planning Division. Mobile vendors utilizing a six month permit may request to relocate to a different site at least one quarter mile (1,320 feet) from the original location after this six month period has expired. However, a new mobile vendor application shall be reviewed and approved by the Planning Division for every new location. This permit will expire six months from the date issued and the mobile vending unit shall be removed from the property. The mobile vendor owner also has the option of requesting an annual permit from the Planning Commission at or before the end of their initial six month permit time period.
  - (1) A six month permit for a mobile vendor business shall be approved and issued administratively by the Planning Division after making the following determinations:
    - (a) All of the requirements of 178.04(D) have been met.
    - (b) The applicant has established that the operation of the mobile vendor will foster an aesthetically appealing streetscape and will not create or worsen a dangerous traffic condition.
    - (c) The mobile vendor business shall not match or duplicate the primary food or beverage offerings sold by permanent businesses located upon property immediately adjacent to and on the same side of the street as the proposed mobile vendor, unless the mobile vendor predates the aforementioned permanent businesses.
- (C) *Mobile Vendor Annual Permit.* Mobile vendors are allowed to locate for one year in the same location with approval of the Planning Commission as an administrative item. After the one year period has expired the mobile vendor may move to another location or may request a one year renewal from the Planning Commission.

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- (1) An annual mobile vendor permit may be issued by the Planning Commission after making the following determinations:
  - (a) All of the requirements of 178.04(D) have been met.
  - (b) The applicant has established that the operation of the mobile vendor will foster an aesthetically appealing streetscape and will not create a dangerous traffic condition.
  - (c) The mobile vendor business shall not match or duplicate the primary food or beverage offerings sold by permanent businesses located upon property immediately adjacent to and on the same side of the street as the proposed mobile vendor, unless the mobile vendor predates the aforementioned permanent businesses.
- (D) *Mobile Vendor Permit Requirements.* All mobile vendors located on private property with Six Month or Annual Mobile Vendor Permits shall meet the following requirements and submittals prior to approval:
  - (1) Each application for a permit to conduct a mobile vendor business on private property shall be accompanied by a \$100 permit review and processing fee. Mobile vendor permits shall be issued to the owner of the mobile vendor vehicle.
  - (2) Application for a permit to conduct a mobile vendor business shall include the following items in a format acceptable to the Planning Division:
    - (a) Name, address, contact information and signature of both the property owner and the mobile vendor requesting to locate on private property.
    - (b) A valid copy of all necessary permits required by State and County health authorities which shall be conspicuously displayed at all times during the operation of the business.
    - (c) Proof of application for remittance of HMR tax to the City of Fayetteville, when applicable.
    - (d) A detailed site plan roughly drawn to scale showing the location of the property lines, each mobile vendor location, building setback lines, vehicle parking spaces, the sidewalk location and any proposed dining or sitting areas.
  - (e) Written authorization, signed by the property owner or legal representative of record, stating that the mobile vendor is permitted to operate on the subject property for a specified period of time.
- (3) The mobile vendor has the responsibility to dispose of all wastes in accordance with all applicable laws. Mobile vendors are not permitted to dispose of their trash in public trash receptacles.
- (4) The mobile vendor permit issued shall not be transferable in any manner.
- (5) The mobile vendor permit issued shall be conspicuously displayed at all times during the operation of the mobile vending business.
- (6) The proposed use must be a permitted use-by-right within the underlying zoning district.
- (7) Mobile vendors shall maintain compliance with parking lot requirements for the existing business and the proposed mobile vendor business. The number of required parking spaces is determined by the use and size of the proposed mobile vendor business and by the use and size of the existing business. The use of parking for a mobile vendor may not reduce the number of spaces below the minimum required for other uses occurring on the property. The location of the mobile vendor shall not impede traffic flow or create a dangerous traffic condition, as determined by Planning Division upon review of the site plan.
- (8) Mobile vendors shall comply with the Federal Americans with Disabilities Act (ADA) requirements if the public has access to the interior of any mobile vending unit.
- (E) *Mobile Vendor Courts.* Mobile vendor courts may be permitted through a Conditional Use Permit process in appropriate zoning districts. A property owner may request a Conditional Use Permit from the Planning Commission to develop a mobile vendor court subject to the following standards:
  - (1) The property owner has provided the Planning Division with a detailed site plan of the mobile vendor court showing the location and dimensional relationships of the property lines, all proposed mobile vendors locations, building setbacks,

CD178:7

Fayetteville Code of Ordinances

vehicle parking, sidewalk location and proposed dining or sitting areas.

- (2) The property owner proposing a mobile vendor court may be required to make any of the following improvements to the property in order to meet City development codes and be approved for this semi-permanent use. Required improvements may include:

- (a) Improvements necessary to provide permanent utility connections for each mobile vending unit location in the mobile vendor court. This may include permanent water, sanitary sewer and electricity connections.
- (b) Improvements necessary to ensure safe pedestrian and vehicular access to the site.
- (c) Providing adequate restroom facilities on site or through the provision of a shared use agreement with a neighboring business for access to restroom facilities.

- (3) Mobile vendors operating in a mobile vendor court are not required to obtain an individual permit but shall provide the Planning Division with the following information:

- (a) Name, address, contact information and signature of both the property owner and the mobile vendor operator locating in the mobile vendor court.
- (b) A valid copy of all necessary permits required by State and County health authorities which shall be conspicuously displayed at all times during the operation of the vending business.
- (c) Proof of application for remittance of HMR tax to the City of Fayetteville, when applicable.
- (d) Written description of any additional structures to be used in conducting business, including but not limited to stairs, decks, tents or enclosures.
- (e) A detailed site plan of the mobile vendor court showing the location of the applicant's proposed mobile vendor unit location within the mobile vendor court.
- (f) Written authorization, signed by the property owner or legal representative of record, stating that the mobile vendor business is permitted to operate on the subject property.

- (F) *Exemptions.* The provisions of the Mobile Vendor ordinance do not apply to:

- (1) The placing and maintenance of unattended stands or sales devices for the sale or display of newspapers, magazines, periodicals and paperbound books.
- (2) The distribution of free samples of goods, wares and merchandise by any individual from his person.
- (3) Special events authorized by a Special Event Permit from the City of Fayetteville Parking Management Division.
- (4) Fireworks sales.
- (5) Children's lemonade stands.
- (6) Temporary tent sales that operate for less than 3 days. A tent permit from the Planning Division and Fire Marshal inspection is required.
- (7) Temporary sales for non-profit entities that operate for less than 5 consecutive days.
- (8) Non-profit organizations that prepare and donate or give away food for free.

- (G) *Prohibited Conduct.* The following conduct is prohibited for mobile vendors:

- (1) Obstruct pedestrian or vehicular traffic flow.
- (2) Obstruct traffic signals or regulatory signs.
- (3) Use of any device that produces a loud and raucous noise or operate any loudspeaker, light or light system, public address system, radio, sound amplifier, or similar device to attract public attention.
- (4) Conduct business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to emergency and sanitation vehicles.
- (5) Use or display any signage that is not in compliance with the Unified Development Code Chapter 174: Signs.

- (H) *Suspension and Revocation of Permit.* Any permit issued under these regulations may be suspended or revoked by the Development

TITLE XV UNIFIED DEVELOPMENT CODE

Services Director for any of the following reasons:

- (1) Fraud, misrepresentation or knowingly false statement contained in the application for the permit or during presentations to the Planning Commission.
  - (2) Conducting the business of mobile vending in a manner contrary to the conditions of the permit.
  - (3) Conducting the business of vending in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health, safety, welfare or interfere with the rights of abutting property owners.
  - (4) Cancellation of health department authorization for a food or beverage vending unit due to uncorrected health or sanitation violations, or;
- (I) *Notification of Suspension or Revocation.* The Development Services Director shall provide written notice of the suspension or revocation in a brief statement setting forth the complaint, the grounds for suspension or revocation and notifying the vendor or the property owner of his/her right to appeal to the Planning Commission. Such notice shall be personally delivered, posted upon the mobile vendors' premises or mailed to both the address of the property owner and the address of the mobile vendor shown on the permit holder's application by certified mail, return receipt requested.

(Ord. 5185, 10-7-08; Ord. 5425, 8-2-11; Ord. 5498 05-01-12; Ord. 5666, 3-18-14)

**178.05 Food Truck Limited Time Permit**

- (A) *Purpose.* This section's purpose is to create a process that allows food trucks to locate for a limited time on public and private property. Food trucks are defined as a motorized and operationally self-contained single vehicle equipped with facilities for cooking and selling food.
- (B) *Food Truck Limited Time Permit on Public Property.* Food trucks may apply for a permit determined through a lottery drawing by the Planning Division to locate for a limited time in a marked or delineated parallel public parking space. Food Trucks may also vend in City Parks with approval by the Parks and Recreation Director.
- (1) The Planning Division will conduct a lottery in November each year for a total of three (3)

Food Truck Limited Time Permits for locating on public property. If more than nine (9) lottery applications are made Planning Staff may increase the number of permits issued not to exceed one third (1/3) of the total number of applications. Instances in which 1/3 the total number of applications results in a fraction of 0.5 or higher, the number of permits available shall be rounded up to the next whole number. These permits shall be issued on January 1<sup>st</sup> and will extend until December 31<sup>st</sup>. Food trucks may apply and participate in this lottery every year.

- (2) A Food Truck Limited Time Permit on Public Property may be approved administratively by the Planning Division after making the following determinations:
  - (a) The applicant has paid an annual \$100 permit fee. Food trucks shall pay the appropriate fee for the time they are located in public parking spaces. The food truck shall fit entirely within one marked parallel on-street parking space or within one marked parking space in a City Park.
  - (b) The applicant has provided a valid copy of the County Health Department permit and proof of remittance of HMR tax to the City of Fayetteville.
  - (c) The applicant has the responsibility to dispose of all wastes in accordance with all applicable laws. Food trucks are not permitted to dispose of their trash in public trash receptacles.
  - (d) The applicant agrees to move to a different location after a four (4) hour time period. This time period includes onsite set-up and break-down time. The applicant agrees to move at least 325 feet away or out of sight/view of their previous location once their initial 4 hour time period has expired.
  - (e) The applicant agrees to not locate on the same side of the street directly in front of an existing restaurant.
  - (f) The applicant agrees to only vend towards the sidewalk side of the street and to keep the sidewalk unobstructed to allow for free flow pedestrian movement along the street.
  - (g) The applicant agrees to locate on public property such that they will not cause an unsafe traffic or pedestrian situation.

Fayetteville Code of Ordinances

- (h) The applicant agrees not to set up in a parking space adjacent to a parking pay station kiosk.
- (i) Food trucks are prohibited from parking or vending from angled on-street parking spaces and from public parking lots in the Entertainment District or the Downtown Business District. Food trucks are prohibited from parking in marked parallel parking spaces that are posted reserved for residential use.
- (j) The City reserves the right to limit food trucks from utilizing public parking spaces during special events such as; parades, Bikes, Blues and BBQ, etc. Special event permits may be available to food trucks for certain events. Contact the City's Parking Division for special event permits.
- (C) *Food Truck Limited Time Permit on Private Property.* Food trucks may be approved administratively by the Planning Division for a Food Truck Limited Time Permit to locate on private property after meeting the following conditions:
- (1) The applicant has paid an annual \$100 permit fee, unless they are also the holder of a public property lottery permit and they have already paid a \$100 permit fee. Permits expire December 31<sup>st</sup>.
- (2) The applicant has provided a valid copy of the County Health Department permit and proof of remittance of HMR tax to the City of Fayetteville.
- (3) The applicant has the responsibility to dispose of all wastes in accordance with all applicable laws. Food trucks are not permitted to dispose of their trash in public trash receptacles.
- (4) The applicant has agreed to move to a different property after a four (4) hour time period. This time period includes any onsite set-up or break-down time.
- (5) The property is zoned to allow for food and beverage uses and the location meets all applicable zoning requirements of the underlying zoning district. The property owner for each location must provide a written statement giving the food truck operator permission to operate on the property. A site plan shall be provided by the applicant or property owner for each proposed site upon which the food truck would like to temporarily locate. The food truck vendor shall keep these records up to date with the Planning Division.
- (6) The applicant agrees to locate on private property such that they will not cause an unsafe traffic or pedestrian situation.

(Ord. 5666, 3-18-14)

**178.06 Transient Merchants**

All transient merchants are subject to regulations and registration under Arkansas state statutes. Any criteria established herein shall not relieve the applicant from meeting applicable criteria relative to transient merchants. "Transient merchant" means any person, firm, corporation, partnership, or other entity that engages in, does, or transacts any temporary or transient business in the state, either in one (1) locality or in traveling from place to place in the state, offering for sale or selling goods, wares, merchandise, or services.

(Ord. 5185, 10-7-08; Ord. 5666, 3-18-14)

**178.07-178.99 Reserved**

(Ord. 5185, 10-7-08; Ord. 5666, 3-18-14)

CD178:10

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

**AN ORDINANCE CALLING FOR THE  
SIMULTANEOUS DETACHMENT AND  
ANNEXATION OF LAND CURRENTLY LOCATED  
IN BETHEL HEIGHTS, BENTON COUNTY,  
ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-  
40-2101.**

**WHEREAS**, Ark. Code Ann. §14-40-2101 provides a procedure by which property may be simultaneously detached from one municipality and annexed into an adjoining municipality; and

**WHEREAS**, the City of Springdale, Arkansas, desires to detach and annex the following described property ("the Property") currently located in the City of Bethel Heights, Benton County, Arkansas:

PART OF TRACT B IN A SURVEY OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 18 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 86 DEGREES 05 MINUTES 25 SECONDS EAST 338.58 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 45 SECONDS EAST 23.16 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 45 SECONDS EAST 219 FEET TO THE BETHEL HEIGHTS/SPRINGDALE CITY LIMITS, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 23 MINUTES 45 SECONDS EAST 428 FEET; THENCE SOUTH 87 DEGREES 05 MINUTES 25 SECONDS EAST 157.06 FEET TO A FOUND NAIL IN A FENCE POST; THENCE SOUTH 02 DEGREES 23 MINUTES 11 SECONDS WEST 423 FEET; THENCE WESTERLY, ALONG SAID BETHEL HEIGHTS/SPRINGDALE CITY LIMITS, 157 FEET TO THE POINT OF BEGINNING, CONTAINING 1.533 ACRES (66,792.12 SQUARE FEET), MORE OR LESS.

**WHEREAS**, a map showing the location of the Property is attached hereto as Exhibit "A"; and

**WHEREAS**, the City of Springdale proposes this action at the request of the owner of the Property, and the City of Springdale stands ready to provide all municipal services to the Property; and

**WHEREAS**, the City of Springdale, Arkansas, wishes to comply with the provisions of Ark. Code Ann. §14-40-2101;

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

**Section 1:** That the Property described herein and in the attached Exhibit "A" be simultaneously de-annexed from the City of Bethel Heights, Arkansas, and annexed into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2101;

**Section 2:** That the City Clerk is hereby directed to send a copy of this ordinance to the governing body of the City of Bethel Heights, Arkansas, pursuant to Ark. Code Ann. §14-40-2101(a);

**Section 3:** Pursuant to Ark. Code Ann. §14-40-2101(b)(2), the City of Bethel Heights, Arkansas, shall conduct a public hearing within sixty (60) days of the date of passage of this ordinance;

**Section 4:** Pursuant to Ark. Code Ann. §14-40-2101(b)(3), the City Clerk of the City of Springdale, Arkansas, is directed to publish a legal notice of the public hearing at least fifteen (15) days prior to the public hearing, and such notice shall set out the legal description of the property proposed to be detached and annexed;

**Section 5:** If the City Council for the City of Bethel Heights, Arkansas, approves the proposed detachment and annexation ordinance, the City of Springdale shall proceed to render services to the newly annexed area, pursuant to Ark. Code Ann. §14-40-2101(c)(2);

**Section 6:** If the City Council for the City of Bethel Heights, Arkansas, approves the proposed detachment and annexation ordinance, and if no suit is brought within thirty (30) days to review the mutual actions of the City of Springdale and the City of Bethel Heights, then the detachment and annexation of the land shall be final, pursuant to Ark. Code Ann. §14-40-2101(d), and the City Clerk of the City of Springdale, Arkansas, shall at that time certify a copy of the plat of the annexed property and a copy of the ordinances passed to the County Clerk of Benton County, Arkansas, pursuant to Ark. Code Ann. §14-40-2101(e)(2), who shall forward a copy of each document to the Secretary of State for the State of Arkansas, who shall file and preserve them.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

Exhibit "A"

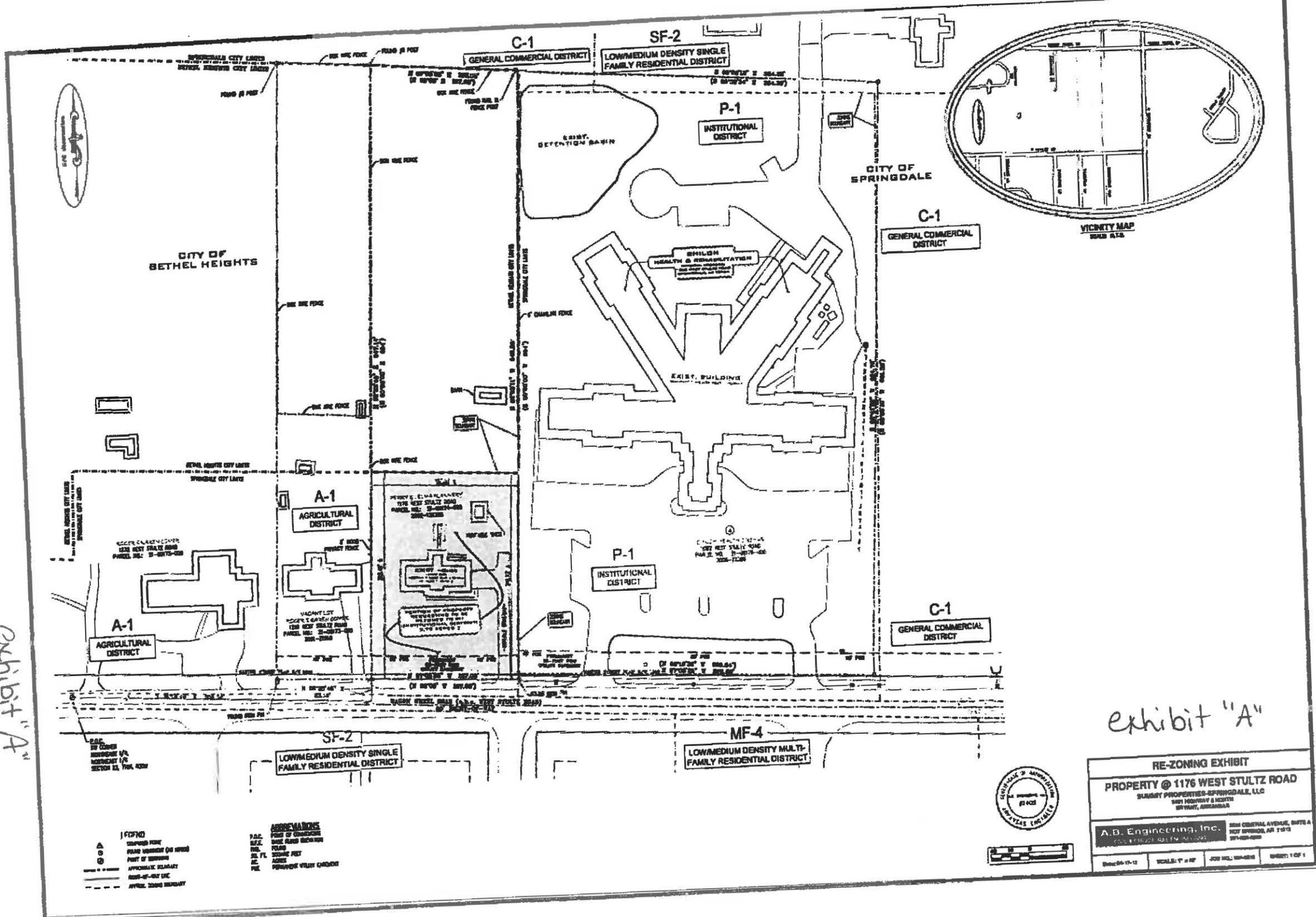


Exhibit "A"



**RE-ZONING EXHIBIT**

**PROPERTY @ 1176 WEST STULTZ ROAD**  
 SUNSHY PROPERTIES-SPRINGDALE, LLC  
 6075 HIGHWAY 6 NORTH  
 SPRINGDALE, ARKANSAS

**A.B. Engineering, Inc.**  
 2505 CENTRAL AVENUE, SUITE 4  
 HOT SPRING, AR 71913  
 501-751-4000

Scale: 1" = 100'    Date: 06-17-13    Sheet: 1 OF 1

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

**AN ORDINANCE CALLING FOR THE  
SIMULTANEOUS DETACHMENT AND  
ANNEXATION OF LAND CURRENTLY LOCATED  
IN TONTITOWN, WASHINGTON COUNTY,  
ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-  
40-2101.**

**WHEREAS**, Ark. Code Ann. §14-40-2101 provides a procedure by which property may be simultaneously detached from one municipality and annexed into an adjoining municipality; and

**WHEREAS**, the City of Springdale, Arkansas, desires to detach and annex the following described property ("the Property") currently located in the City of Tontitown, Washington County, Arkansas:

Part of the East Half of the Southeast Quarter of Section (6), Township Seventeen (17) North, Range Thirty (30) West, described as follows: Beginning at the Southeast corner of said 80 acre tract and running thence West 40.44 rods; thence North 88 rods; thence East 4.89 rods; thence North 72 rods; thence East 35.55 rods; thence South 160 rods to the place of beginning, containing 40.00 acres, more or less. LESS AND EXCEPT: part of the Northeast Quarter of the Southeast Quarter of Section 6, Township 17 North, Range 30 West, more particularly described as starting at the Southwest Corner of the NE 1/4 of the SE 1/4 of Section 6; thence North 03°38'00" East, along the west line thereof, a distance of 1153.30 feet to a point on the Southerly existing right-of-way line of State Highway 68 (now 412); thence South 87°30'11" East, along said existing right-of-way line, a distance of 352.51 feet to a point; thence South 87°33'11" East, along said existing right-of-way line, a distance of 380.93 feet, for the point of beginning; thence continuing South 87°33'11" East along said right-of-way line, a distance of 579.42 feet to a point on the east line of the NE 1/4 of the SE 1/4 of Section 6; thence South 02°06'00" West, along said east line, a distance of 5.0 feet to a point on the southerly proposed right-of-way line of State Highway 68 (now 412); thence North 87°33'11" West, along said proposed right-of-way line, a distance of 194.24 feet to a point; thence South 86°44'10" West, along said proposed right-of-way line, a distance of 150.75 feet to a point; thence North 84°07'09" West, along said proposed right-of-way line, a distance of 235.83 feet to a point; thence North 03°38'00" East, a distance of 5.88 feet to the point of beginning, containing 0.14 acres, more or less. Also known as Washington County Parcel 830-37592-000.

**WHEREAS**, a map showing the location of the Property is attached hereto as Exhibit "A"; and

**WHEREAS**, the City of Springdale proposes this action at the request of the owner of the Property, and the City of Springdale stands ready to provide all municipal services to the Property; and

**WHEREAS**, the City of Springdale, Arkansas, wishes to comply with the provisions of Ark. Code Ann. §14-40-2101;

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

**Section 1:** That the Property described herein and in the attached Exhibit "A" be simultaneously de-annexed from the City of Tontitown, Arkansas, and annexed into the City of Springdale, Arkansas, pursuant to Ark. Code Ann. §14-40-2101;

**Section 2:** That the City Clerk is hereby directed to send a copy of this ordinance to the governing body of the City of Tontitown, Arkansas, pursuant to Ark. Code Ann. §14-40-2101(a);

**Section 3:** Pursuant to Ark. Code Ann. §14-40-2101(b)(2), the City of Tontitown, Arkansas, shall conduct a public hearing within sixty (60) days of the date of passage of this ordinance;

**Section 4:** Pursuant to Ark. Code Ann. §14-40-2101(b)(3), the City Clerk of the City of Springdale, Arkansas, is directed to publish a legal notice of the public hearing at least fifteen (15) days prior to the public hearing, and such notice shall set out the legal description of the property proposed to be detached and annexed;

**Section 5:** If the City Council for the City of Tontitown, Arkansas, approves the proposed detachment and annexation ordinance, the City of Springdale shall proceed to render services to the newly annexed area, pursuant to Ark. Code Ann. §14-40-2101(c)(2);

**Section 6:** If the City Council for the City of Tontitown, Arkansas, approves the proposed detachment and annexation ordinance, and if no suit is brought within thirty (30) days to review the mutual actions of the City of Springdale and the City of Tontitown, then the detachment and annexation of the land shall be final, pursuant to Ark. Code Ann. §14-40-2101(d), and the City Clerk of the City of Springdale, Arkansas, shall at that time certify a copy of the plat of the annexed property and a copy of the ordinances passed to the County Clerk of Washington County, Arkansas, pursuant to Ark. Code Ann. §14-40-2101(e)(2), who shall forward a copy of each document to the Secretary of State for the State of Arkansas, who shall file and preserve them.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest Cate, City Attorney

# MILLAR JILES, LLP

ATTORNEYS AT LAW  
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Little Rock, Arkansas

†Also admitted in Tennessee  
††Also admitted in Oklahoma  
\*Of Counsel

The Honorable Doug Sprouse  
Mayor  
City of Springdale, Arkansas  
201 Spring Street  
Springdale, AR 72764

VIA CERTIFIED MAIL  
NO. 7014 0510 0000 5926 2835  
RETURN RECEIPT REQUESTED

**Re: First Security Bank City of Tontitown Detachment Request  
Washington County Parcel # 830-37592-000**

Dear Mayor Sprouse:

We represent First Security Bank. As you may know, First Security Bank (hereinafter referred to as "First Security") is the owner of a 15.64 acre commercial tract of land located at 1395 Henri De Tonti Boulevard, Tontitown, Arkansas, which has some improvements, together with an undeveloped 22.90 acre residential tract located immediately south of the aforementioned tract (collectively referred to as "the Property"). These tracts are contiguous to one another, and are contiguous to the city limits of Springdale, Arkansas. I have enclosed a couple of maps showing the location and other matters regarding the Property

First Security has been unable to develop and/or maximize the value of its properties due to a lack of, or inadequate, services provided by the City of Tontitown. From our conversations with officials with the City of Springdale, it is our understanding that the City of Springdale stands ready to furnish or make available these services. Therefore, pursuant to Ark. Code Ann. § 14-40-2002, First Security has initiated detachment proceedings with the hope of being annexed into the City of Springdale. I have enclosed, for your convenience, a copy of the notice of detachment, which was sent to the Mayor of Tontitown today.

MILLAR JILES, LLP  
The Honorable Doug Sprouse  
August 22, 2014  
Page 2

Tandem to First Security's notice of detachment under Ark. Code Ann. § 14-40-4002, First Security is formally requesting the City of Springdale to initiate simultaneous detachment and annexation of the Property under Ark. Code Ann. § 14-40-2101.

If you have any questions, please give me a call.

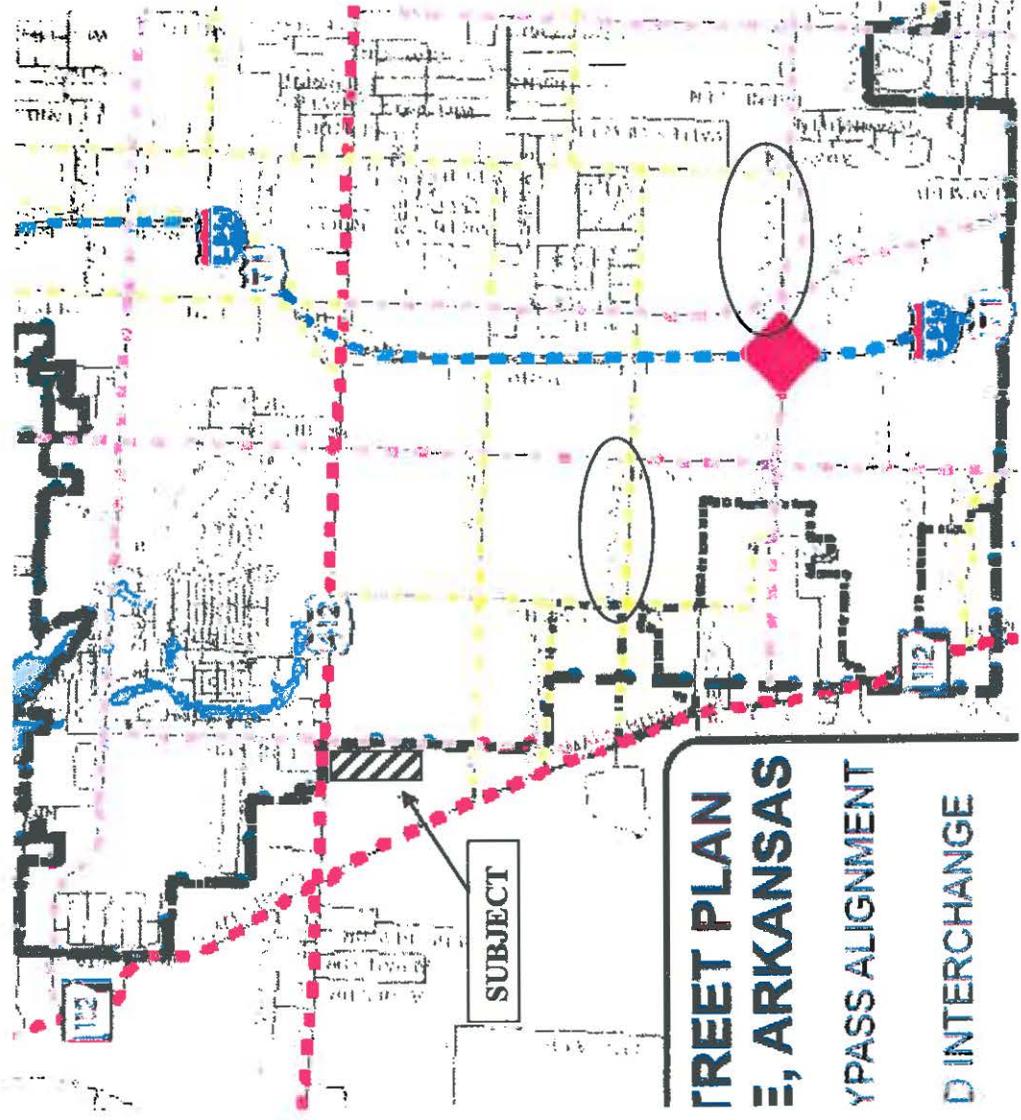
With best personal regards.

Sincerely,

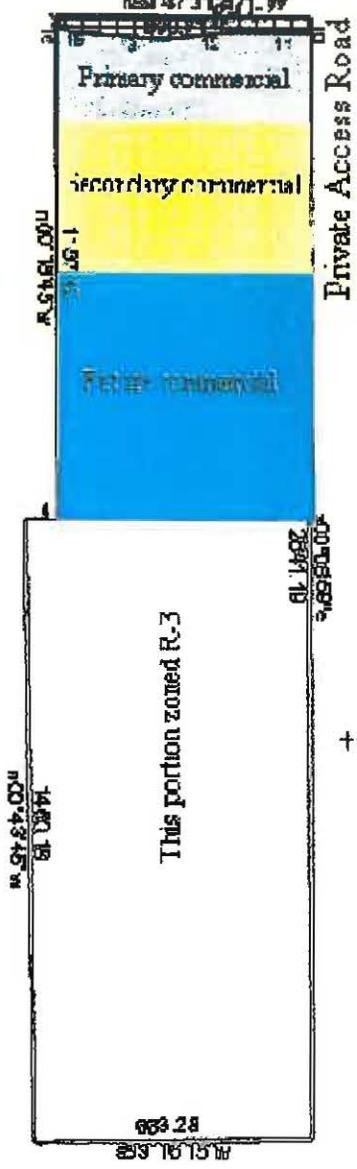


Gary D. Jiles

GDJ/rlaw  
Enclosures



Arkansas Highway 412



+/- 15.64 Acres zoned C-2

+/- 22.90 acres zoned R-3

# MILLAR JILES, LLP

ATTORNEYS AT LAW  
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TELEPHONE: 501/329-1133  
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Other Offices:  
Searcy, Arkansas  
Little Rock, Arkansas

†Also admitted in Tennessee  
††Also admitted in Oklahoma  
\*Of Counsel

Mayor Jack Beckford  
Tontitown City Hall  
P.O. Box 305  
Tontitown, Arkansas 72770

VIA CERTIFIED MAIL  
NO. 7014 0510 0000 5926 2828  
RETURN RECEIPT REQUESTED

**RE: Act 779 of 1999 Services Commitment Request  
Washington County Parcel # 830-37592-000**

Dear Mayor Beckford:

We represent First Security Bank. As you may know, First Security Bank (hereinafter referred to as "First Security") is the owner of a 15.64 acre commercial tract of land located at 1395 Henri De Tonti Boulevard, Tontitown, Arkansas, which has some improvements, together with an undeveloped 22.90 acre residential tract located immediately south of the aforementioned tract, (collectively referred to as "the Property"). These tracts are contiguous to one another, and border the city limits of the City of Springdale, Arkansas on the East. I have enclosed a couple of maps showing the location and other matters regarding the Property.

Pursuant to Ark. Code Ann. § 14-40-2002, please accept this letter as First Security's statement for detachment from the City of Tontitown. The detachment request is based upon the City of Tontitown not furnishing certain municipal services necessary to develop, create improvements, provide employment or additional employment or otherwise allow First Security to maximize the use and value of the Property. The services not being furnished include, but are not limited to, the following:

- adequate fire protection services to both tracts, including a lack of adequately trained, full-time firefighters, and equipment to protect and/or prevent extensive damage to the Property in the case of a fire;

MILLAR JILES, LLP  
Mayor Jack Beckford  
August 22, 2014  
Page 2

- adequate police protection services to the Property;
- adequate ambulance service to the Property;
- water and sewer services as to the 22.90 acre residential tract; and,
- construction of a public road thereby permitting access to the 22.90 acre residential tract.

The 22.90 acre tract and 15.64 acre tract compose one parcel that is contiguous to and borders the city limits of the City of Springdale. The services not currently being provided by the City of Tontitown are available through the City of Springdale, which stands ready to furnish or make available the additional necessary services set out above.

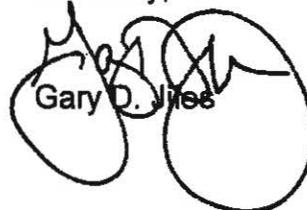
Pursuant to Ark. Code Ann. § 14-40-2002, it is hereby requested that the City of Tontitown make a commitment to First Security to take substantial steps, within the one hundred eighty (180) day period following the filing of this statement, toward providing the additional services set out above, and, within each thirty (30) day period thereafter, to continue to take steps to demonstrate a consistent commitment to providing these services within a reasonable time as determined by the kind of services requested. This commitment must be made to First Security in writing within thirty (30) days of the filing of this statement.

First Security stands ready to make the Property accessible to the City of Tontitown for the purposes of furnishing these services and to comply with the reasonable requests of the City of Tontitown.

If you have any questions, please give me a call.

With best personal regards.

Sincerely,

  
Gary D. Jiles

GDJ/rlaw  
Enclosures



Arkansas Highway 412

Private Access Road

16' 11" 12' 12' 12' 12'

Primary commercial

Secondary commercial

118'

2451.00'

+/- 15.64 Acres zoned C-2

Private commercial

1481.18'

2890.00'

This portion zoned R-3

+/- 22.90 acres zoned R-3

1481.18'

2043.45'

633.28'

283°16'15"W

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

**AN ORDINANCE AUTHORIZING THE CITY OF SPRINGDALE PUBLIC WORKS DEPARTMENT TO PURCHASE METAL TRUSS BUILDING WITH FABRIC COVER INCLUDING FIELD INSTALLATION FOR THE STORAGE OF ROAD SALT AND GRIT; TO WAIVE COMPETITIVE BIDDING; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Public Works Department for the City of Springdale, Arkansas, has developed a winter precipitation pretreatment program that requires adequate dry storage of bulk road salt and grit for timely implementation of the program in order to maximize effectiveness;

**WHEREAS**, USI Consulting Engineers designed the bulk road salt and grit storage building in consultation with ClearSpan Fabric Structures Company of South Windsor, CT, a major supplier of materials and erection services for bulk road salt storage buildings;

**WHEREAS**, it is in the best interest of the City of Springdale to purchase the materials and erection services from ClearSpan Fabric Structures Company who have been manufacturing and erecting structures of this type since 1979, warrants the fabric covering for 10-years and the main steel frame for 50-years and are currently engaged in consulting services with the consulting engineer, USI on this City project;

**WHEREAS**, the quote and supporting documentation for the fabric structure including erection services is attached hereto as Exhibit "A" and by design will be constructed upon a reinforced concrete structure to be constructed by the Springdale Public Works Department in accordance with the plans and specifications supplied by USI Consulting Engineers;

**WHEREAS**, time is of the essence to begin construction of the bulk road salt and grit storage building;

**WHEREAS**, it has come to the attention of the City Council that ClearSpan Fabric Structure Company has submitted a reasonable quote for the materials and erection services for the bulk road salt and grit storage building as designed by our consulting engineer and ClearSpan is an experienced and proven industry leader of structures of this type with a wide ranging client base, it is in the best interest of the City of Springdale to purchase the materials and erection services shown in the attached Exhibit "A" and waive competitive bidding.

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

**Section 1.** Due to the immediate need for a bulk road salt and grit storage building competitive bidding is not feasible or practical for the reasons herein stated and is hereby waived for purchases not to exceed **\$79,960.90** plus applicable Arkansas tax. The Public Works Department is hereby authorized to purchase the materials and erection services at the prices set forth in the quote attached hereto as Exhibit "A"; further, the requirement of competitive bidding is hereby waived as it is not deemed feasible.

**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.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Public Works Department

Streets and Public Facilities

## MEMORANDUM

DATE: August 19, 2014  
TO: Mayor Doug Sprouse  
FROM: Sam Goade *[Signature]*  
RE: Bulk Road Salt/Grit Storage Building – Project Update  
Proposed Ordinance to Waive Competitive Bidding – ClearSpan Fabric Structure

Here is a brief historical update on where we are with ramping up our snow/ice removal and roadway pretreatment program:

- Resolution number 14-14 was passed and approved on January 29, 2014 amending the 2014 Public Works Budget to increase the Buildings Improvement Account from \$3,500 to \$143,500 to fund construction of a bulk road salt/grit storage building and to increase the Equipment Account from \$165,900 to \$323,100 to fund acquisition of additional snow/ice removal equipment.
- Ordinance number 4764 was passed and approved to waive competitive bidding and purchase snow/ice removal equipment in an amount not to exceed \$157,112.
- On March 11, 2014 a resolution was passed and approved to enter into an agreement with USI Consulting Engineers for design of a bulk road salt/grit storage building.
- Subsequent to passage and approval of ordinance number 4764 the additional snow/ice removal equipment was purchased for a total amount of \$154,620 which included two (2) snow plows with ice scarifier and squeegee, two (2) fixed angle underbody scrapers, two (2) integrated granular/pre-wet/direct liquid application spreader beds and two (2) in-cab controls for the snow plows, material spreaders and associated hydraulic system.

- USI Consulting Engineers in consultation with ClearSpan Fabric Structures Company began design of the bulk road salt/grit storage building, and the calcium chloride/ beet juice spill containment structure.
- USI Consulting Engineers has completed the design of the storage building and associated spill containment structure and ClearSpan Fabric Structures has completed their design of the fabric structure component to exactly fit the concrete structure (to be constructed by Public Works personnel) as design by USI.
- ClearSpan has submitted their quote to supply the fabric structure including the cost for on-site erection services in the total amount of \$79,961
- USI Consulting Engineers have estimated the cost of materials to construct the concrete structure as follows:
  1. Concrete - 290 cubic yards @ \$80/cubic yard \$23,200
  2. Reinforcing steel (rebar) – 21,750 lbs. @ \$0.75/lb \$16,312
  3. Class 7 Base – 300 Ton @ \$7.50/ton \$2,250
  4. Mixing/Loading Pad - 210 tons base @ \$7.50/ton \$1,575
  5. Mixing/Loading Pad – 112 tons HMA @ \$69/ton \$7,728
  6. Chemical Storage Tanks \$20,530

Total cost of materials for concrete structure, tanks and asphalt pad	\$71,595
Total cost of storage building including the ClearSpan component	\$151,556
Total cost of snow/ice removal equipment	<u>\$154,620</u>
 Total for equipment and storage building	 \$306,176

ClearSpan Fabric Structure Company has submitted a quote for materials and on-site erection services for the building covering. I have attached a proposed ordinance with supporting documentation to waive competitive bidding and purchase the materials and erection services from ClearSpan Company in the amount of \$79,961. If you have no objections I will proceed with asking Rose to place this memo with the attached on the next available ordinance committee agenda for discussion and consideration of moving forward to the full council.



1395 John Fitch Blvd.  
 South Windsor, CT 06074  
 Phone: 800-803-4445  
 Fax: 800-457-8887

Exhibit A

Order Confirmation	ORDER DATE	PAGE NO.
5800713	8/06/14	1
SHIP VIA		
Truckload		

ClearSpan Fabric Structures

**\* Order Confirmation \***

ORDER REF.	SHIP REF.	SALESPERSON	PURCHASE ORDER NO.	PAYMENT INFORMATION
6065308		BWILLI		1NT

ORDER ORIGIN	COLOR	SHIP DATE	PAYMENT TERMS
4 PHONE ORDERS	X		NET 20 DAYS

CUST NO. 6065308 Complete Order

SOLD TO: SAM GOADE  
 CITY OF SPRINGDALE PUBLIC WORK  
 269 E RANDALL WOBBE LANE  
 SPRINGDALE AR 72764

SHIP TO:

479-601-4270

**\* Order Confirmation \***

ORDERED	SHIPPED	BACK ORDERED	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
			The following item(s) sent to: SAM GOADE CITY OF SPRINGDALE PUBLIC WORK 269 E RANDALL WOBBE LANE SPRINGDALE AR 72764			
EA	1		100106	50W HA X 83L Truss Bldg (-5')16'8C 10/90	33200.00	33200.00
EA	1		100106	Flame Retardant Material Upgrade	3700.00	3700.00
EA	2		110452	36"Wx36H" WALL LOUVER	189.95	379.90
SF	1		700001	STAMPED ENGINEERED DRAWING	1500.00	1500.00
EA	1		100007	SALE OF FREIGHT	1917.00	1917.00
EA	1		100106	50W HA (-5'HEIGHT) End Wall Package	3450.00	3450.00
EA	1		100106	50W HA (-5'HEIGHT) End Wall Package 2DR	3650.00	3650.00
EA	2		107970	16'W X 18'H FABRIC-GATHERING DOOR	1785.00	3570.00
EA	1		111650	36"x80" STANDARD INSULATED DOOR	375.00	375.00
EA	1		700007	PREVAILING WAGE RATE INSTALLATION	28219.00	28219.00

Merchandise	79960.90	Miscellaneous	.00
Shipping/Handling	.00	Sales Tax	.00
		Total	79,960.90

## Sam Goade

---

**From:** Joe Teixeira <jteixeira@clearspan.com>  
**Sent:** Tuesday, August 19, 2014 8:07 AM  
**To:** Sam Goade; Brad Williams  
**Cc:** Terry W. Carpenter  
**Subject:** RE: REVISED BID 672298- SPRINGDALE AR · 5800713  
**Attachments:** CLEARSPAN FABRIC STRUCTURES CAPABILITY STATEMENT.pdf

Good morning Sam,

Clearspan Fabric Structures International Inc has been in business since 2005.

Engineering Services and Products Inc. is the parent company and has been making buildings since 1979.

Clearspan Fabric Structures was established as its own separate company for insurance and construction reasons in 2005.

The two companies have the same owners based here in South Windsor CT, and all of all of our manufacturing takes place in Dyersville Iowa.

We manufacture buildings and other products for worldwide distribution including Canada, Europe, Africa, Japan, Central America, etc. but the primary focus our company is U.S distribution.

Our combined companies (Clearspan & Engineering Services) are far and away the #1 manufacturer of units per year worldwide. That doesn't even include our Greenhouse Division.

Proprietary advantages.

- 1) We manufacturer our products in the USA. The majority of our competitors are in Canada and Europe.
- 2) Our warranty is factory direct.
- 3) We have the strongest warranty in the industry. 10 years on the flame retardant fabric and 50 years on the main steel frame.
- 4) We are not a dealer for another manufacturer's products. Many of our competitors are 2 or even 3 steps away from their manufacturer.
- 5) We utilize our own trained installation crews.
- 6) We are privately owned and operated. No shareholders or outside venture capitalist owners.

I've also included a Capability Statement and one of our brochures for review.

Hope this helps.

**Joe Teixeira**  
Truss Municipal Sales Specialist

**ClearSpan Fabric Structures**  
1395 John Fitch Blvd, South Windsor, CT 06074  
800.803.4446 x150 fax: 800.457.8887

[ClearSpan.com](http://ClearSpan.com)





Corporate Offices

1395 John Fitch Blvd., South Windsor, CT 06074

Phone: 1 866.643.1010 • International Phone: 860 760.0046

Fax: 1 860.760.0210 • Website: [www.clearspan.com](http://www.clearspan.com)

## CLEARSPAN FABRIC STRUCTURES INTERNATIONAL, INC. STATEMENT OF QUALIFICATIONS AND MUNICIPAL REFERENCES

August 19, 2014

SPRIGDALE ARKANSAS PUBLIC WORKS SALT STORAGE FACILITY

### Our Company



ClearSpan Fabric Structures Inc. is the natural choice when it comes to your building and storage needs. We can solve any application challenge, providing customized solutions for both domestic and international industries. Designed in conformance with international building codes, ClearSpan buildings are engineered, manufactured, and constructed with the highest structural integrity. We stand behind our work and promise you extraordinary care and service. ClearSpan is dedicated to providing only the highest quality products coupled with exceptional service by our educated sales specialists, who are here to provide helpful solutions to your building needs. As the leading manufacturer of fabric structures, we can be counted on to cover your every building need, no matter the size or complexity of the project.

ClearSpan Fabric Structures is owned and operated in the United States. Corporate headquarters, located in [South Windsor, CT](#) is the home of our Truss Arch specialists. At our [Dyersville, IA](#) location, we design, engineer, manufacture and distribute our engineered structures. Because we believe in the quality of our tension fabric buildings, our manufacturing facility is housed in one of our own 100'W x 780'L Hercules Truss Arch structures.

### Our Process

ClearSpan and its affiliate companies were founded with the mission of providing the highest quality products at the most competitive prices, with exceptional customer service, directly to the municipal, building, agricultural, equine and warehousing



communities. We have stood by this goal since 1979. ClearSpan surpasses other fabric structure companies because we sell directly to our customers — there's no distributor or middleman between us. It is our process and [our employees](#) that contribute to our success.

### Design-Engineer

Whether or not you require financing, once your fabric structure's specifications have been approved, our engineers take over. The ClearSpan engineering team turns your structure's customizations and building requirements into a cohesive plan. Using the most updated Computer-Aided Design (CAD) software, [our engineers](#) design your fabric structure's frame. Depending on wind and snow load requirements, along with other building code factors, they determine the needed amount of steel trusses and their required spacing. Our engineers also factor in calculations for customizations such as additional building height. They consistently and effectively create organized building designs for our fabric structures. From these designs the instructions are created for our [warehouse team](#) to manufacture your structure.



### Manufacturing

#### Steel Trusses

We purchase the highest USA-made, structural steel tubing for our building frames. Unlike most fabric structure companies, we use round tubing instead of square tubing. Round tubing is far superior to square tubing; it is proven stronger and more flexible at weld points, especially in high wind and snow load areas. In order to provide custom-engineered buildings, our steel workers must individually construct each steel truss in accordance with the design specifications. Following the engineers' calculations, our workers cut the steel tubing to the correct size using the Computer Numerical Control (CNC) machine and, if needed, bend the steel to the proper angle. Once the steel tubes are cut and bent, they then have to be welded together to create the webbed effect and unmatched strength that ClearSpan's steel trusses are known for. Certain components of the trusses, such as the anchors, require extreme precision when being welded. For parts such as these, our welders rely on the help of a computer-operated welding machine.



#### Fabric Covers

Our fabric covers contribute to the lasting durability of our buildings just as much as our steel trusses. The size you chose for your structure will determine which process we will use for the fabric cover. If the building is less than 100' wide, we manufacture a one-piece cover for the frame of our Hercules Truss Arch Buildings. This ensures a secure, leak-free fabric cover. To do this, supreme accuracy is required when cutting the fabric. First, members of our cover department cut the fabric into smaller sections in order to ensure the cover will meet the structure's design specifications. Next, each fabric section is lined up, angled properly and heat sealed into one whole piece. If the structure is over 100' wide, however, we use individual fabric panels for each section of truss. This is beneficial because less weight and pressure reduces stress to the structure, and fastening the fabric to individual trusses can be done more securely on larger buildings with this method. Once the fabric cover is complete, it is paired with the correct steel trusses and readied for shipping.



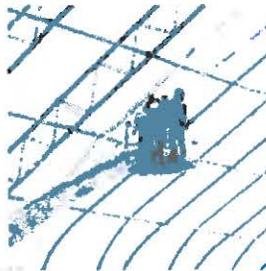
### **Packaging and Shipping**

The steel trusses and fabric cover are securely packaged as efficiently as possible. They are properly labeled and arranged to be picked by the courier. The courier is chosen based on which is the most cost effective and reliable for the final destination. If feasible, depending on the delivery location, your Truss Arch specialist will arrange for our installation crew to meet the shipment on site.



### **Installation**

One of our installation options is having our [construction crew](#) install your Hercules Truss Arch Building. They will arrive with all the necessary tools and equipment needed to erect your fabric structure. Because our crew is experienced and has installed thousands of buildings, they are able to work carefully and quickly when constructing the buildings. Having our courteous construction crew install your Hercules Truss Arch building provides the perfect ending to your ClearSpan experience.



Our process is well organized, efficient and customer focused.

**COMPANY DATA:**

Clearspan Fabric Structures Inc  
Corporate office  
1395 John Fitch Blvd  
South Windsor, CT 06074-1016

Phone 1-800-603-4445  
Fax 1-800-457-8887  
Email [Jteixeira@clearspan.com](mailto:Jteixeira@clearspan.com)  
Website [www.clearspan.com](http://www.clearspan.com)

CAGE CODE: 58TQ1  
DUNS: 828765102  
NAICS CODES: 236220, 332311, 314912, 321992, 327300, 444190  
SIN: 361-10A  
PCS: N045, Y159, Y172, Y174, Y199  
TAX ID: 205899434

COMPANY SIZE STATUS: UNDER 500

**PARTIAL - MUNICIPALITY/STATE/MILITARY PAST PERFORMANCE LIST:**

Minnesota DOT	AIRFORCE – TONOPAH NV, FORT CARSON CO
Virginia DOT	NAVY SEALS –STENNIS MS
Oklahoma DOT	ARMY CORP OF ENGINEERS -WV
Georgia DOT	ARMY NATIONAL GUARD – FT RILEY KS
Texas DOT	ARMY NATIONAL GUARD – CRISIS CITY KS
Iowa DOT	AIR NATIONAL GUARD – SYRACUSE NY
Idaho DOT	
Alaska DOT	
South Dakota DOT	
Wyoming DOT	
Ohio DOT	

**Direct contacts:**

**Joseph Teixeira** ph 1-800-603-4445 ext 150 [jteixeira@clearspan.com](mailto:jteixeira@clearspan.com)

**Brad Williams** ph 1-800-603-4445 ext 241 [bwilliams@clearspan.com](mailto:bwilliams@clearspan.com)

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**Sand Storage & Salt Storage**



**An Easy, Economical Solution**

ClearSpan structures are fast to construct and low in cost per square foot, offering the best value for your investment. With spacious interiors and no support posts, ClearSpan salt storage buildings allow equipment and loaders to maneuver easily. When you work with ClearSpan, you are working with a reliable, American company that has been in business for more than thirty years. We are experienced in serving municipalities and private businesses alike, and we will make the process of purchasing a salt or sand storage facility quick and easy for you.

**Request a Quote**

**Features & Benefits**

**Economical**



At a low cost per square foot, ClearSpan Hercules Truss Arch Buildings are the most economical solution for covered sand and salt storage. Unlike tarps, which can blow in the wind and result in product loss and unsafe conditions, ClearSpan structures help speed up deployment times.

**Minimal Foundation Requirements**



Costly concrete foundations and footings are not necessary for ClearSpan buildings, regardless of whether the structure is for permanent or temporary use. Construct your building on the surface of your choice or install it against the side of an existing structure, with little site preparation.

**Finest Quality Products**



Only the highest quality steel and fabric are used to construct ClearSpan Hercules Truss Arch Buildings. Our 12.5 oz., UV-treated

**Environmentally Friendly**



Using a ClearSpan salt shed for salt storage protects salt and sand piles from precipitation, eliminating groundwater contamination from

**Cover All Your Needs**

- ClearSpan structures are fast to construct and low in cost per square foot.
- ClearSpan structures are easy to install and require minimal site preparation.
- ClearSpan structures are spacious and allow for easy maneuvering of equipment and loaders.
- ClearSpan structures are durable and long-lasting.
- ClearSpan structures are available in a variety of sizes and configurations.
- ClearSpan structures are available in a variety of colors and finishes.



**Latest News**

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polyethylene fabric features a rip-stop scrim weave, preventing any punctures from spreading. Our American-made, triple galvanized structural steel is resistant to corrosive environments and long lasting.

runoff. Natural light permeates through our covers, reducing the need for daytime artificial lighting and decreasing the amount of lights needed at night.

**Customized Engineering**



Our in-house engineers will custom design your Hercules Truss Arch Building to meet your area's local wind-load and snow-load requirements. Once your order has been placed, we can also provide engineered, stamped drawings, if needed. Aside from meeting code requirements, we will meet your personal criteria as well.

**Spacious Interior**



ClearSpan structures are a superior alternative to wood or steel buildings because they don't have interior poles or support beams to get in the way of front end loaders and other large equipment. With maximum usable space, you can store equipment inside, along with your salt and sand piles.

**Building Profiles**

ClearSpan Hercules Truss Arch Buildings are available in Round or Gable style. With building sizes available from 20' to 300' wide and in any length, your salt and sand storage building can be designed to meet your exact needs.



The most popular sizes for salt and sand storage facilities are the 45'W, 65'W, 72'W Round style and 100'W Gable style. Click on the building profiles to view application pictures and more [building sizes](#).

[Request a Sand & Salt Storage Building Quote](#)

**ClearSpan Follows S.A.L.T.E.D.**

The Salt Institute recommends that salt be stored in a roofed enclosure in order to provide the most economical and environmentally safe solution. Here is how ClearSpan Hercules Truss Arch Buildings match up to their recommendations.

S.A.L.T.E.D.	Salt Institute's Storage Site Storage Issues	ClearSpan Features
Safety	<ul style="list-style-type: none"> <li>Good visibility for operators</li> <li>No direct access to heavily traveled roads</li> <li>Warning signs at entrances</li> <li>Security fencing</li> <li>Safety for the surrounding environment</li> </ul>	<ul style="list-style-type: none"> <li>Sturdy, long lasting buildings</li> <li>Made with American-made steel</li> <li>Warranty: 20-year covers &amp; 50-year frames</li> <li>Great visibility due to the natural light the fabric lets inside</li> <li>No echoes to confuse or disrupt work flow</li> </ul>
Accessibility	<ul style="list-style-type: none"> <li>Easy access for equipment and delivery</li> <li>Big enough for front-end loaders</li> <li>Room for a 20-foot extension</li> <li>Doors large enough to accommodate equipment</li> </ul>	<ul style="list-style-type: none"> <li>Structures can be left open ended</li> <li>Doors that are large enough for vehicle clearance can be added</li> <li>Can build a pony wall to increase structure's height/sidewalk clearance</li> </ul>
Legality	<ul style="list-style-type: none"> <li>Comply with local zoning ordinances</li> <li>Required discharge permits</li> </ul>	<ul style="list-style-type: none"> <li>Engineered, stamped drawings</li> <li>Follow wind and snow load regulations</li> <li>Building permits may not be required</li> </ul>
Tidiness	<ul style="list-style-type: none"> <li>Make buildings as attractive as possible</li> <li>Keep buildings well maintained</li> <li>Good housekeeping around the storage site</li> <li>Screening the storage site with fencing</li> </ul>	<ul style="list-style-type: none"> <li>Can be customized with different colors</li> <li>No shadows</li> <li>Can add dividers inside building</li> <li>Can also store vehicles and other needed equipment</li> </ul>
Economics	<ul style="list-style-type: none"> <li>Permanent covered storage</li> <li>Locate storage site to avoid long-distance hauling</li> </ul>	<ul style="list-style-type: none"> <li>Can be moved, if necessary</li> <li>Covered enclosure prevents salt loss</li> </ul>

[http://www.clearspan.com/fabric/structures/cat1a;cs1\\_sand\\_salt\\_storage.html](http://www.clearspan.com/fabric/structures/cat1a;cs1_sand_salt_storage.html)

8/19/2014

- |  |   |
|--|---|
| <p>Drainage</p> <ul style="list-style-type: none"> <li>■ Good drainage away from the stockpile</li> <li>■ Sloping bituminous pads containing runoff</li> <li>■ Installing retention curbs</li> <li>■ Disposing salt brine in conformance with applicable federal and state regulations and local ordinances</li> </ul> | <ul style="list-style-type: none"> <li>■ Allows greater storage capabilities</li> <li>■ Energy efficient, environmentally safe</li> <li>■ Any type of drainage can be added or built within structure, if desired</li> <li>■ Can install retention curbs</li> <li>■ Ventilation options available, if needed</li> </ul> |
|--|---|

1.866.643.1010 or [Contact Us](#)  
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125 ClearSpan Blvd., South Windsor, CT 06074  
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**Customer Success Stories**

**Kuhlman Corporation, Toledo, OH**  
**Challenge:** Lack of storage space for new endeavor  
**Building Size:** 100' wide x 180' long

Kuhlman Corporation was started in 1801 by a bricklayer, Adam Kuhlman. Today, the company has eight facilities around the United States and offers a variety of services including masonry, concrete, brick, stone, water and sewer services and more. The company is a wholesale distributor of a wide range of construction materials for masonry, concrete and sewer trades. [Read More](#)



**Ours versus Theirs**



<b>Fast Construction</b>	Can easily build up to 5,000 sq. ft. in a day, which results in lower construction costs	Long construction timelines raise costs. It may take months for building to be completed
<b>Low Maintenance</b>	Durable materials withstand corrosive environments. No painting or chemicals required for upkeep.	Painting may be required every 3 to 5 years, as well as additional maintenance. Materials may rot or rust.
<b>Maximum Usable Space</b>	No interior support posts means equipment and vehicles can maneuver with ease, minimizing deployment time.	Support posts and beams limit usable space and may get in the way of loaders and other equipment.
<b>Minimal Foundation Requirements</b>	Can be built directly on the ground, eliminating the high cost of concrete footings.	Concrete footings and foundation can more than double costs and lengthen construction time.

**Installation - Options**

- Installation Services**
- ✓ Experienced ClearSpan crew
  - ✓ On-site supervisor to guide your team
  - ✓ Superior technical support
- [Learn More](#)



**Customizable Features to Complete Your Sand & Salt Storage Building**

Our commitment to you doesn't stop once your salt & storage building is complete. We can also outfit your entire operation with everything from lighting to accessories. Your expert [Truss Arch](#)

[Specialists](#) will work with you to find the right products to match your building specifications and budget.



Not only do we sell complete building systems, but we also offer a variety of products through our affiliated company, [TekSupply](#), to help make managing your winter needs easier and more efficient.

#### Did You Know...

ClearSpan Fabric Structures works with you one on one.

ClearSpan Fabric Structures offers the best building solution.

ClearSpan Fabric Structures will tailor the structure to your site.

Do you want to know more?

[Learn more](#) about the benefits of buying your salt & sand storage building from ClearSpan Fabric Structures.

Request a Quote

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**Certifications & Membership**



ClearSpan Fabric Structures is committed to the highest standards in manufacturing, engineering, design processes and staff. This extensive list of certifications and memberships demonstrates our commitment to excellence and industry-leading quality.

**Manufacturing Certifications**

CAN/CSA-A660 Certified



The CAN/CSA-A660: Certification of Manufacturers of Steel Building Systems Standard was established by the Canadian Standards Association (CSA) to help "...code enforcement officials and purchaser of steel-building systems in determining the suitability and quality of steel buildings." The CSA-A660 Standard is designed to ensure that the manufacturers of steel-building systems employ the necessary steps throughout the manufacturing site to ensure that the "...production facilities, staff, and quality assurance systems..." are capable of the consistent fabrication of steel building systems. ClearSpan is CAN/CSA-A660 certified.

CWB W47.1 Certified



A condition of the Canadian Standards Association (CSA)-A660 certification and the National Building Code of Canada (NBCC) requires buildings and the design of all steel structural members to be in conformance with CSA-S16: Design of Steel Structures. The CSA-S16 standard requires fabricators of steel buildings and steel structural members to be certified by the Canadian Welding Bureau (CWB) to the requirements of the CSA-W47.1: Certification of Companies for Fusion Welding of Steel Structures. ClearSpan is CWB W47.1 certified.

IFAI (Industrial Fabrics Association International) Member



We are proud of our commitment to quality. Our IFAI membership allows us to monitor the changes in the fabric industry to better serve our customers, improve our products, and stay competitive in the industry.

FSA (Fabric Structures Association) Member



Membership in this organization presents an opportunity for us to discuss the use of fabric within the building industry and to promote such use. By contacting architects, engineers, suppliers, and

**Cover All Your Needs**

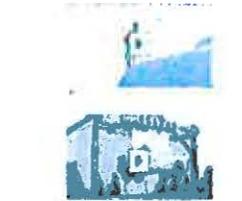
- ClearSpan Structures
- ClearSpan Services
- ClearSpan Financing
- ClearSpan Turnkey Buildings
- ClearSpan Customizable Features
- ClearSpan Smaller Buildings



**Testimonials**

- 1. [Testimonial 1](#)
- 2. [Testimonial 2](#)
- 3. [Testimonial 3](#)
- 4. [Testimonial 4](#)
- 5. [Testimonial 5](#)
- 6. [Testimonial 6](#)
- 7. [Testimonial 7](#)
- 8. [Testimonial 8](#)
- 9. [Testimonial 9](#)
- 10. [Testimonial 10](#)

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**Recent Projects**



fabricators, we are better able to examine and understand the role fabric plays in the building industry

#### Engineering and Design Team Memberships and Certifications

##### CSWA (Certified SolidWorks® Associates)



This certification, awarded to our SolidWorks® professionals, acknowledges the commitment of the designers and detailers within our truss-building manufacturing facility. These individuals undergo extensive training and third-party testing to achieve the high-quality design and detailing standards we have set as the leading provider of truss-building systems.

##### ASABE (American Society of Agricultural and Biological Engineers)



ESAPCO believes that it is important to stay informed. The exchange of knowledge as it relates to engineering, the environment, and building structures is important. The ASABE organization provides a forum where members exchange ideas, interests, and knowledge and discuss the role of engineering as it applies to agricultural and food systems.

##### NSPE (National Society of Professional Engineers)



Members of this organization remain connected through national conferences and meetings where the latest changes in the profession are presented and discussed. Professional engineers are able to network with colleagues at the national, state, and local levels.

##### ASCE (American Society of Civil Engineers)



As a member of ASCE, engineers receive important information that presents current industry trends and technical data and information. Additionally, a resource guide offers insight and information to assist engineers throughout their careers.

##### Professional Engineers (P.E.)

Our professional engineering team possesses extensive civil, industrial, and structural engineering experience and expertise. The professional designations and affiliations held by team members further define our commitment to excellence in the fabric structures industry. Our engineering team consists of members who are in good standing with those states and providences in which they are licensed to practice and who can provide the following services:

- Able to provide sealed drawings in all Provinces of Canada;
- Able to provide sealed drawing in all 50 States.

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

**A RESOLUTION AUTHORIZING EXECUTION OF A  
CONTRACT FOR ENGINEERING SERVICES FOR  
DESIGN OF STRUCTURAL REPAIRS TO A COLLAPSED  
DRAINAGE SYSTEM UNDER WILKINSON LANE**

**WHEREAS**, an inspection of the storm water drainage system beginning at the outfall of Murphy Pond and ending at a storm drain junction box under Wilkinson Lane was performed by the Springdale Fire Department as a confined space entry exercise on June 11, 2014, and

**WHEREAS**, during said inspection a partially collapsed wall of the storm drain system located under Wilkinson Lane was identified and documented by the confined space entry team, and

**WHEREAS**, a subsequent inspection of the collapsed portion of the storm drain system at Wilkinson Lane by the City of Springdale Engineering Department and USI Consulting Engineers, Inc., determined that the magnitude and extent of the structural collapse should be studied in detail along with a structural design for repairs, and

**WHEREAS**, USI Consulting Engineers, Inc., has submitted a contract for engineering consulting services in the amount of \$10,000, a copy of which is attached to this resolution, and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk/Treasurer are hereby authorized to execute a contract with USI Consulting Engineers, Inc., for design services for inspection, evaluation and design of the required structural repairs to the storm drain located under a portion of Wilkinson Lane in the amount of \$10,000.

**PASSED AND APPROVED** this \_\_\_\_\_ day of September, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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





# LETTER OF TRANSMITTAL

4847 Kaylee Avenue  
Springdale, Arkansas 72762  
P: (479) 872-7115  
F: (479) 872-7118

DATE <b>08/26/14</b>	JOB NO. <b>1409043</b>
ATTENTION <b>Mayor Sprouse</b>	
RE: <b>Wilkinson Lane Drainage Structure Replacement</b>	
ITEMS SENT VIA: <b>HAND DELIVER</b>	

TO: **Mayor Doug Sprouse**  
**City of Springdale**  
**201 Spring Street**  
**Springdale, AR 72764**

### WE ARE SENDING YOU:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Submittal
<input type="checkbox"/> Under Separate Cover Via _____	<input type="checkbox"/> Prints	<input type="checkbox"/> Change Order
	<input type="checkbox"/> Plans	<input checked="" type="checkbox"/> Other <u>ESA</u>
	<input type="checkbox"/> Specifications	

COPIES	DESCRIPTION
2	Professional Services Agreement

### THESE ARE TRANSMITTED AS CHECKED BELOW:

<input checked="" type="checkbox"/> For approval	<input type="checkbox"/> No exceptions taken	<input type="checkbox"/> Rejected – see remarks
<input type="checkbox"/> For your use	<input type="checkbox"/> Amend and resubmit	<input type="checkbox"/> _____
<input type="checkbox"/> As requested	<input type="checkbox"/> Make corrections noted	

### REMARKS:

Please review, sign, and date two (2) originals of the Professional Services Agreement for the Wilkinson Lane Drainage Structure Replacement Project. Retain one (1) original for your files and return one (1) original to USI. Thank you.

SENDER: Terry W. Carpenter, P.E., P.S.  
COPY TO:

SIGNED: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**THE CITY OF SPRINGDALE, ARKANSAS**  
**and**  
**USI CONSULTING ENGINEERS, INC.**  
**for**  
**WILKINSON LANE DRAINAGE STRUCTURE REPLACEMENT**  
**CITY OF SPRINGDALE PROJECT NO. \_\_\_\_\_**  
**USI PROJECT NO. 1409043**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between CITY OF SPRINGDALE, 201 Spring Street, Springdale, Arkansas 72764, hereinafter referred to as the "CITY", party of the first part, USI CONSULTING ENGINEERS, INC., hereinafter referred to as the "ENGINEER", party of the second part.

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

Construct the necessary improvements to repair a collapsed drainage structure on Wilkinson Lane located approximately 100 feet west of Thompson Avenue as further defined in Attachment "A".

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

The CITY and ENGINEER in consideration of the mutual covenants in this contract agree in respect to the performance of professional services by the ENGINEER and the payment for those services by the CITY as set forth below. Execution of the AGREEMENT by the CITY and the ENGINEER constitutes the CITY's written authorization to the ENGINEER to proceed on the date written above with the services described herein.

**ARTICLE I**  
**GENERAL**

Sec. 1.0. The CITY and the ENGINEER agree that the following provisions shall apply to all work to be performed under this AGREEMENT.

Sec. 1.1. During the tenure of the AGREEMENT, the ENGINEER agrees as follows:

1.1-1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the ENGINEER. The

ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 1.1-2. The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that the ENGINEER is an equal opportunity employer.
- 1.1-3. Notices, advertisements, and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 1.1-4. The ENGINEER shall include the provisions of Section 1.1-1, 1.1-2 and 1.1-3 above in all subcontracts or purchase orders in excess of ten thousand dollars (\$10,000.00). These provisions shall be binding upon each subcontractor or vendor.

Sec. 1.2. This AGREEMENT shall be subject to and interpreted under the laws of the State of Arkansas. Should any dispute arise out of or pertaining to the performance of the AGREEMENT, such dispute shall be initiated and decided solely in the Circuit Court having jurisdiction in Springdale, Arkansas.

Sec. 1.3. The ENGINEER shall not be responsible for the CONSTRUCTION CONTRACTOR(s)'s failure to perform the work in accordance with the Contract Documents through no fault of the ENGINEER.

Sec. 1.4. Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below. This shall not be construed to restrict the transmission of routine communications between representatives of the ENGINEER and the CITY.

CITY: CITY OF SPRINGDALE  
201 Spring Street  
Springdale, AR 72764

ENGINEER: USI CONSULTING ENGINEERS, INC  
4847 Kaylee Avenue  
Springdale, AR 72762

Sec. 1.5. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other

portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this AGREEMENT.

- Sec. 1.6. The ENGINEER, in performing the services required by this AGREEMENT, shall comply with applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards.
- Sec. 1.7. This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- Sec. 1.8. This AGREEMENT shall be binding upon the parties hereto, their partners, heirs, successors, administrators and assigns. Neither the CITY nor the ENGINEER shall assign, or transfer any rights under, or interest, in this AGREEMENT without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing in this section shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in providing the SERVICES required by this AGREEMENT.
- Sec. 1.9. The ENGINEER and any subcontractors are to maintain all documents, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY, or any governmental agency providing any portion of PROJECT funding, and copies thereof shall be furnished, if requested.

## ARTICLE II SCOPE OF SERVICES

- Sec. 2.0. The ENGINEER shall perform the SERVICES described in Attachment "A", which is attached hereto and incorporated by reference as part of this AGREEMENT. The ENGINEER shall also perform any services mutually agreed upon in writing as Additional Services pursuant to Article III.
- Sec 2.1. The ENGINEER shall consult with CITY to define and clarify CITY's requirements for the PROJECT and available data.

Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".

Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

### **ARTICLE III ADDITIONAL SERVICES**

Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.

Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".

Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

### **ARTICLE IV RELATIONSHIP OF THE PARTIES**

Sec. 4.0. The ENGINEER covenants with the CITY to furnish SERVICES with skill, care and judgment consistent with that ordinarily used by members of the ENGINEER's profession practicing under similar conditions. The ENGINEER shall act in accordance with applicable federal, state and local laws and regulations. The ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies in the documents without additional compensation except to the extent such action is directly attributable to deficiencies in CITY-furnished information.

### **ARTICLE V RESPONSIBILITIES OF THE CITY**

Sec. 5.0. The CITY shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work.

- Sec. 5.1. If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT or the Contract Documents, the CITY shall give prompt written notice thereof to the ENGINEER.
- Sec. 5.2. The CITY shall provide criteria and information as to CITY's requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Sec. 5.3. The CITY will furnish copies of design and construction standards which CITY will require to be included in the drawings and specifications.
- Sec. 5.4. The CITY will assist the ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Sec. 5.5. The CITY will arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- Sec. 5.6. The CITY shall furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents as may be necessary for completion of the PROJECT. The CITY will pay all fees associated with obtaining permits and approvals.
- Sec. 5.7. The CITY shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by CONSTRUCTION CONTRACTOR(s), such auditing services as CITY may require to ascertain how or for what purpose any CONSTRUCTION CONTRACTOR(s) has used the monies paid to him under the construction contract, and such inspection services as CITY may require to ascertain that CONTRACTOR(s) is complying with any law, rule or regulation applicable to the performance of the work.
- Sec. 5.8. The CITY will obtain the necessary lands, permits, easements and rights-of-way for construction of the PROJECT.
- Sec. 5.9. The CITY will pay all plan review and advertising costs in connection with the PROJECT.



**Sec. 6.4. Excess Liability Umbrella Form**

**Bodily injury and Property Damage Combined Including: (See Note 1)**

**Note 1 - The intent of this insurance specification is to provide the coverages required and the limits expected for each type of coverage. With regard to the Automobile Liability and the Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance. However, the total insurance protection provided for Comprehensive General Liability protection or for Automobile Liability protection, either individually or in combination with Excess Liability Umbrella, must total \$2,000,000 per occurrence.**

**Sec 6.5. Professional Liability**

**Limits of Liability:**

<b>Aggregate</b>	<b>\$1,000,000</b>
<b>Per Claim</b>	<b>\$1,000,000</b>

**Sec 6.6. The parties to this AGREEMENT waive any right they may have in law or in equity to demand or receive consequential or punitive damages.**

**ARTICLE VII  
INDEMNIFICATION AND LIABILITY**

**Sec. 7.0. The ENGINEER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against all liability, loss or damage the CITY may suffer as a result of any claims, demands, costs, or judgments arising from the ENGINEER'S negligent performance of its obligations under this contract. The ENGINEER will not be held responsible for failure to perform the duties and responsibilities imposed by this AGREEMENT due to strikes, fires, riots, rebellions, acts of God and other causes beyond the control of the ENGINEER that make performance impossible or illegal, unless otherwise specified in the AGREEMENT.**

**Sec. 7.1. The CITY agrees to indemnify and hold harmless the ENGINEER from and against any and all claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or property damage, costs and expenses and fees that are asserted against the ENGINEER and that arise out of or result from negligent acts or omissions by the CITY, its employees, agents and representatives in performing the work.**

**Sec. 7.2. The ENGINEER is not responsible for delay, nor shall ENGINEER be responsible for damages or be in default or deemed to be in default by reason of lockouts, accidents or acts of God, or for the failure of CITY to furnish timely information or to**

approve or disapprove ENGINEER's work promptly, or delay or faulty performance by CITY, other contractors or governmental agencies, or any other delays beyond the ENGINEER's control.

- Sec. 7.3. The ENGINEER shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits.

#### **ARTICLE VIII COMPENSATION**

- Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".
- Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.
- Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.
- Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

#### **ARTICLE IX USE OF DOCUMENTS**

- Sec 9.0. All documents including drawings and specifications prepared by ENGINEER

pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

- Sec 9.1. Copies of documents and furnished data that may be relied upon by recipient of said documents and data are limited to the printed sealed copies (also known as hard copies) that are delivered. Files in electronic media format of text, data, graphic, or of other types are only for convenience of recipient. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- Sec 9.2. ENGINEER shall, however, also retain its rights to utilize such instruments of service (engineering documents, drawings and specifications prepared by the ENGINEER as part of the service to the CITY and tendered to the CITY) in its standard drawing details, specifications, databases, computer software, intra-office correspondence and memoranda and other proprietary property. The parties agree that said materials are the sole and valuable property of the ENGINEER and that said property constitutes trade secret information of the ENGINEER as defined by Arkansas Trade Secrets Act of 1981. The parties further recognize that the public dissemination of any such information would give a competitive edge or would provide a benefit to ENGINEER's competitors (within the meaning of Ark. Code Ann. 25-19-105(A), which would ordinarily require an expenditure of time, cost and effort to duplicate. As such, all rights to intellectual property and trade secret and proprietary information shall remain the confidential, valuable property of the ENGINEER.

#### **ARTICLE X OPINIONS OF PROBABLE COST**

- Sec. 10.0. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONSTRUCTION CONTRACTOR(s) methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- Sec. 10.1. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any

part thereof without additional compensation.

**ARTICLE XI  
HAZARDOUS ENVIRONMENTAL CONDITIONS**

Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.

Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

**ARTICLE XII  
TERMINATION**

Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:

12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and

12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.

Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.

Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.

Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.

Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

12.4-1. Promptly discontinue all SERVICES unless the notice directs otherwise, and

12.4-2. Deliver or otherwise make available to the CITY all plans, specifications, data, reports, estimates, summaries, and such other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

Sec. 12.5. Upon termination, the CITY may take over the work and may award another party an agreement to complete the work required under this AGREEMENT.

Sec. 12.6. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER did in fact fulfill its contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the price provided for in this AGREEMENT shall be made as provided in Section 12.3.

### **ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES**

Sec. 13.0 The ENGINEER agrees that time is of the essence in completing the work contemplated under this AGREEMENT. The ENGINEER agrees to complete the work in accordance with the schedule shown in Attachment "B" or pay liquidated damages in the amount of 0.1% of the total contract amount for each calendar day beyond the total time allotted in the AGREEMENT for Concept, Preliminary, and Final Design Phases (hereinafter referred to as "Contract Time").

Sec. 13.1 Contract Time for Concept, Preliminary, and Final Design phases shall begin on the date of written Notice to Proceed for each phase. Contract Time will be suspended on the date of receipt of deliverables required for each design phase. Determination of compliance with the Scope of Services for each phase will be made by the CITY within 5 days of receipt of deliverables required for each phase. If the deliverables submitted are in compliance with the requirements of the Scope of Services, the Contract time will remain suspended until Notice to Proceed with the subsequent phase is given. If the required deliverables are not provided, or are incomplete, notification of the deficient submittal will be made to the ENGINEER, and additional time will be charged from the date of the initial phase submittal through submittal of deliverables meeting the requirements of the Scope of Services.

Sec. 13.2. Underruns of Contract Time on one phase of work may be used to offset overruns in another phase provided that the total cumulative Contract Time for the Concept, Preliminary, and Final Design Phases is not exceeded.

IN WITNESS THEREOF, the PARTIES to this AGREEMENT have hereunto set their hands of the day and year first above written.

**CITY OF SPRINGDALE, ARKANSAS**

**USI CONSULTING ENGINEERS, INC.**

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

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

Honorable Doug Sprouse, Mayor  
Title

Charles R. Nickle, CEO  
Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

Denise Pearce, City Clerk  
Title

Terry W. Carpenter, President  
Title

**ATTACHMENT 'A'**

**SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT  
between  
THE CITY OF SPRINGDALE, ARKANSAS  
and  
USI CONSULTING ENGINEERS, INC.  
for  
WILKINSON LANE DRAINAGE STRUCTURE REPLACEMENT**

**CITY OF SPRINGDALE PROJECT NO. \_\_\_\_\_  
USI PROJECT NO. 1409043**

**1. Scope of Project**

- a. The Project shall consist of investigating the condition of the collapsed structure. Assistance from the Springdale Public Works Department will be needed to access the drainage structures on and around Wilkinson Lane so that accurate mapping can be made of the existing underground piping and structures.
- b. Provide design and construction documents for installation of the replacement structure.
- c. Provide construction services as needed.

**2. Basic Services**

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

**3. Topographic Surveys**

- a. Establish base line on the site and set a minimum of two monuments with caps stating "USI Control" to facilitate proper location of the facilities. Survey control shall be established on the State Plane Coordinate System.
- b. Locate structures, streets, driveways, storm drains, trees and other features within the general project area.
- c. Survey areas in the vicinity of drainage channels. Determine flow line elevations, sizes and other characteristics of all drainage facilities (pipes, inlets, ditches, etc.) that would have a direct impact on the replacement structure.

- d. Set temporary bench marks for construction.
- e. All surveys shall be performed to a minimum of third order accuracy.

**4. Geotechnical Investigations**

No geotechnical investigation is currently planned. However, should one become necessary, Engineer will assist the City in determining the necessary scope of information needed for design.

**5. Design Phase**

- a. Develop preliminary facility layout for staff review.
- b. Develop contract drawings and specifications suitable for construction by City staff and subcontractors.
- c. Prepare a Storm Water Pollution Prevention Plan (SWPPP).

**6. Construction Phase Services**

During the construction phase of work, the Engineer will accomplish the following:

- a. Furnish professional engineers to make visits to the site (as distinguished from the services of a Resident Project Representative) as appropriate to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work. But the Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

**7. Project Deliverables**

- a. Two copies of the Preliminary Plans.
- b. Two copies of the Final Plans and Specifications.
- c. Electronic files as requested.

**8. General**

- a. Plans shall be provided on standard City of Springdale plan sheet templates to be provided. All layers, line types, fonts, etc. shall conform to the standard templates.

- b. Plans shall be reducible, and legible, to scalable half size plans on 11" x17" sheets. In addition, provide preliminary and final plans on computer disk in a format compatible with the current AutoCAD release used by the City of Springdale.
- c. Attend meetings with Owner and Agencies for plan review, and project coordination.
- d. The services specified for the various phases of the Agreement shall be completed and all stipulated documents shall be submitted to the OWNER in accordance with the schedule in Attachment "B".
- e. The ENGINEER should anticipate a 21-calendar day review period by the CITY between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies.
- f. The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one construction contract. Demolition of building structures, if required, will be included in the construction contract.
- g. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.

**ATTACHMENT "B"**

**SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT  
between  
THE CITY OF SPRINGDALE, ARKANSAS  
and  
USI CONSULTING ENGINEERS, INC.  
for  
WILKINSON LANE DRAINAGE STRUCTURE REPLACEMENT**

**CITY OF SPRINGDALE PROJECT NO. \_\_\_\_\_  
USI PROJECT NO. 1409043**

The ENGINEER shall begin work under this AGREEMENT within ten (10) calendar days of issuance of Notice to Proceed and shall complete the work in accordance with the schedule below:

- Surveys – Design                    15 calendar days from Notice to Proceed
- Preliminary Design                30 calendar days after approval of Conceptual Design
- Final Design                         30 calendar days after approval of Preliminary Design

**ATTACHMENT "C"**

**ADDITIONAL SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF SPRINGDALE, ARKANSAS**

**and**

**USI CONSULTING ENGINEERS, INC.**

**for**

**WILKINSON LANE DRAINAGE STRUCTURE REPLACEMENT**

**CITY OF SPRINGDALE PROJECT NO. \_\_\_\_\_**

**USI PROJECT NO. 1409043**

In accordance with Article III, Additional Services under this AGREEMENT may include, but are not limited to the following:



TOTAL Reimbursable Expenses \$ 1,000

- The maximum payment to the ENGINEER for Basic Services, Construction Services and Reimbursable Expenses under this Agreement shall not exceed \$ 13,000.
- ENGINEER shall submit invoices monthly for services rendered and expenses borne.
- The Hourly Rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto; plus operating margin or profit, non-project operating costs, and all general and administrative overhead costs, including but not limited to, furnishing and maintaining office facilities, furniture, utilities, vehicles and equipment.

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the PROJECT for GPS survey equipment, permit fees, printing and reproduction costs, shipping, mileage, and ENGINEER's consultant charges, including geotechnical investigations, studies and recommendations. Overtime salary costs are not considered Reimbursable Expenses.

EXHIBIT 1

TO PROFESSIONAL SERVICES AGREEMENT  
with  
SPRINGDALE WATER & SEWER COMMISSION  
for  
SPRING CREEK SANITARY SEWER PROJECT

USI CONSULTING ENGINEERS, INC.  
SCHEDULE OF CLASSIFICATIONS AND RATES FOR 2014

<u>Classification</u>	<u>Hourly Rate</u>
Engineer X .....	\$189.00
Engineer IX .....	\$179.00
Engineer VIII .....	\$169.00
Engineer VII .....	\$159.00
Engineer VI .....	\$149.00
Engineer V .....	\$139.00
Engineer IV .....	\$124.00
Engineer III.....	\$109.00
Engineer II.....	\$ 93.00
Engineer I.....	\$ 77.00
Engineering Technician V .....	\$102.00
Engineering Technician IV .....	\$ 83.00
Engineering Technician III.....	\$ 66.00
Engineering Technician II.....	\$ 56.00
Engineering Technician I.....	\$ 49.00
Executive Assistant.....	\$ 61.00
Administrative III.....	\$ 55.00
Administrative II.....	\$ 47.00
Administrative I.....	\$ 41.00
Survey Manager.....	\$ 97.00
Survey Crew (1-man) .....	\$105.00
Survey Crew (2-man) .....	\$160.00

- GPS and robotic surveying equipment will be billed at \$50.00 per hour when utilized
- Hourly rate schedules will be adjusted annually each January
- Mileage will be billed at the current approved Federal rate

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

**AN ORDINANCE TO WAIVE COMPETITIVE  
BIDDING FOR REPLACEMENT OF THE  
LIBRARY BOILER**

**WHEREAS**, the boiler at the Springdale Public Library is in need of replacement, and

**WHEREAS**, the Library Director has solicited proposals for replacement of the boiler, and

**WHEREAS**, the Library Director has recommended acceptance of the proposal from Multicraft/Airworks, due to the fact that they are currently the maintenance provider for the library, 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 complex nature of this project and current maintenance provider competitive bidding is not feasible and is hereby waived for replacement of the library boiler with funds from the Capital Improvement Project Fund not exceed \$62,700.

**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.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of September, 2014.

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

ATTEST:

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

APPROVED AS TO FORM

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

### **Boiler Replacement**

The condition of the Library's boiler has been an issue for several years. Although installed in 1999, and just approaching its 16<sup>th</sup> year of service, the boiler's longevity has been compromised due to its unfortunate repair history. City Council was informed in 2011 that maintenance and repair of the Library's HVAC system had been transferred to MultiCraft/Airworks and that significant work and expense would be needed to bring the boiler and rooftop air conditioning units back to good working condition. A total of \$57,056 was spent during 2011, \$22,776 in 2012, \$15,038 in 2013, and \$8,333 year-to-date in 2014.

Currently, the prognosis for the boiler recently made for us by Michael Jones of MultiCraft/Airworks is for the need for continued repairs. Due to signs of wear on the refractory he recommends replacement in the near future at an estimated cost of \$13,000. Additionally, one of the tubes was compromised and plugged in the past resulting in de-rating the capacity and efficiency of the boiler. An estimated replacement price would be \$3,000. The burner plate will also need to be replaced soon at an estimated cost of \$650. There's the possibility of a Sourcegas rebate of approximately \$3,000, making these repairs total around \$13,650.

To complicate repairs and maintenance, the hinges on the boiler that hold the front door have been welded twice and are compromised. The original life expectancy for this boiler was between 25 to 30 years and brand new the boiler was expected to be 82% efficient. Unfortunately, those numbers are not going to be realized and we're at a point to either invest in additional expensive repairs or to cut our losses and invest in new equipment.

Over the past six months, staff sought proposals from most HVAC companies operating in the area. Only two have provided us with proposals. Multicraft/Airworks in Springdale and National HVAC Service located in Lowell both proposed the CREST Condensing Boiler by Lochinvar. This boiler is 92% efficient but has features that should assist in creating even greater savings in gas usage than our current system. Mr. Jones estimated 11% savings from our current usage which resulted in a total expenditure of nearly \$23,000 for 2013. That savings over a number of years would be significant.

Prices quoted by the two companies were within \$3,700 of one another with Multicraft/Airworks submitting \$58,898 to National's \$55,179. Both amounts are pre-tax figures. Due to our relationship with Multicraft/Airworks, and their familiarity with our entire HVAC operation, I would recommend that we accept their proposal and move forward with replacing the Library boiler.

# CREST<sup>®</sup>

CONDENSING BOILER

## FIRE TUBE INNOVATION UP TO 5.0 MILLION BTU

Lochinvar<sup>®</sup> has taken the fire-tube concept in an innovative new direction with the CREST<sup>®</sup> modulating-condensing boiler. With sizes that range from 1.5 to 5.0 million Btu/hr, you have the opportunity to utilize Lochinvar leading-edge technology in your largest applications. With thermal efficiencies up to 99% in low water temperature applications, CREST is positioned to provide exceptional energy-saving performance.

The advanced CREST introduces a combustion system with a unique burner design with up to 25:1 turndown. The burner fires into an array of 316L stainless steel fire-tubes that transfer the heat to the surrounding water with exceptionally high efficiency.

CREST communicates seamlessly and in real time with building management systems by utilizing an on-board MODBUS protocol. The SMART TOUCH™ control has a built-in cascading component that communicates with up to eight units, providing total command without an external control or complex and expensive control logic programming by the BMS integrator.

Yes, innovative fire-tube boiler technology integrated with our SMART TOUCH™ operating control makes the CREST a genuine game-changer among commercial boilers.

### ADVANCED NEGATIVE REGULATION TECHNOLOGY

CREST safety and regulation operates with supply gas pressure as low as 4.0 in. H<sub>2</sub>O water column. Advanced Negative Regulation (Neg. Reg.) technology draws fuel gas into a primary combustion system without creating a draft, pulling pressure through the gas valve, operating steadily in low gas pressure conditions. Flow-back and backdraft control on supply lines. Plus, firing/leg automatic fan speed control, low flame-out control, and flame-out recovery for burner, providing even, consistent combustion for a cleaner burning boiler, achieving high thermal efficiency.

### FULLY MODULATING UP TO 25:1 TURNDOWN

25:1 turndown means the burner can fire at a rate as low as 1% of its maximum input. For example, a 2 million Btu/hr CREST unit can modulate from 40,000 to 2,000,000 Btu/hr depending on demand. This turndown greatly reduces "short cycling" when demand is low. All boiler systems are designed to operate at 100% capacity, resulting in a facility's heat loss on the coldest days, when the system is sized for the peak capacity. CREST operates only when to match the actual system demand and, in doing so, reduces dry-out energy loss and gas leakage, better control by load matching the heat loss of the system, lower operation and maintenance, and improved due to the extended turndown offered by CREST.

### AS LOW AS 2.5 GPM\* TO FULL 350 GPM FLOW RATES

CREST allows system designers tremendous flexibility to provide low water temperatures for low flow rates, even in low water temperature applications. The unique low water temperature control allows the boiler to modulate with primary/secondary pressure as low as 1.5 in. H<sub>2</sub>O water column. The design features include a built-in flow sensor, which allows the boiler to modulate down to 2.5 GPM, even at the low water pressure. The boiler flow sensor allows the boiler to modulate down to 2.5 GPM, even at the low water pressure. The boiler flow sensor allows the boiler to modulate down to 2.5 GPM, even at the low water pressure.

\*Flow sensor is not required for operation. For more information, contact your local distributor.



## THE CREST COMBUSTION SYSTEM

CREST's top-mounted, single micro metal fiber burner is actually "two combustion systems in one," each with its own blower/gas valve assembly to power the combustion process from air/gas intake to driving heat energy down and through the fire-tubes to exhaust venting through the bottom of the unit.

## IN A 2 MILLION BTU/HR CREST BOILER

The upper portion of the burner fires first and, with 5:1 turndown, modulates from 80,000 to 400,000 Btu/hr.

When demand exceeds 400,000 Btu/hr., the lower portion of the burner fires and modulates from 320,000 to 1,600,000 Btu/hr.

With the entire burner firing at capacity, the total input is  $400,000 + 1,600,000 = 2,000,000$  Btu/hr.

The CREST's patent-pending dual-system design is truly an industry first!

## THE CREST HEAT EXCHANGER

HEAT ENERGY AND COMBUSTION PRODUCTS FLOW DOWNWARD INTO FIRE-TUBES FROM THE BURNER.

ENERGY FROM INSIDE FIRE-TUBES HEATS WATER FLOWING THROUGH THE HEATING VESSEL.

AS WATER IS HEATED, IT FLOWS UP THROUGH THE HEATING VESSEL AND OUT INTO THE SYSTEM.

COLD WATER RETURNING FROM THE SYSTEM ENTERS THE HEATING VESSEL TO MAXIMIZE EFFICIENCY.

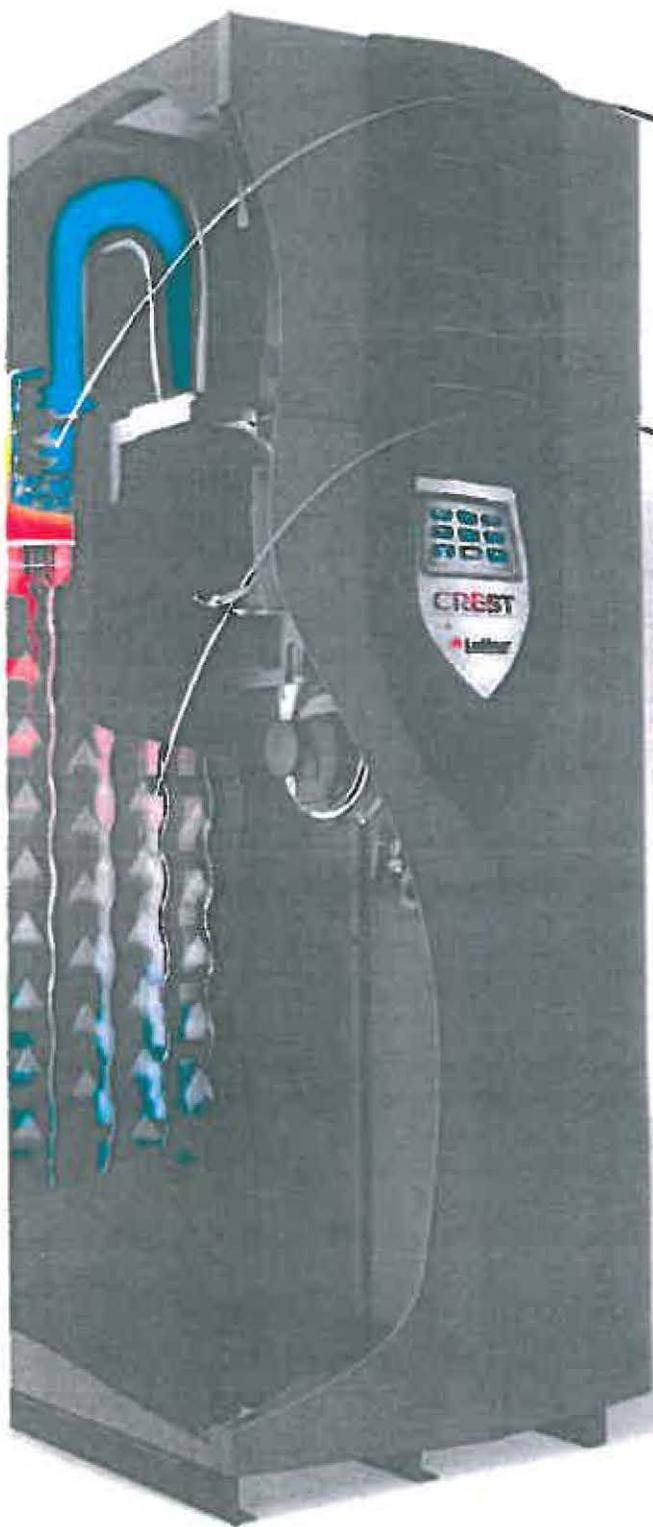
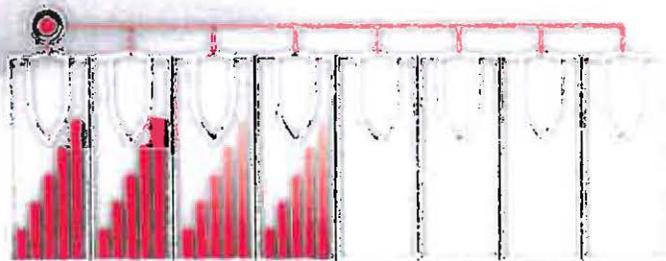
CONDENSATE IS DRAINED INTO A STAINLESS STEEL COLLECTOR, TO BE PIPED TO A SUITABLE FLOOR DRAIN.

THE FLUE OUTLET IS LOCATED AT THE BOTTOM OF THE UNIT.

## BUILT-IN CASCADING SEQUENCER

Sequences up to an 8-boiler system using simple 2-wire daisy-chain connection, eliminating cost and uncertainty of separate "third party" sequencer. On demand, one boiler functions as the leader and modulates to capacity. Increasing load then "cascades" to additional "lag" boilers in sequence as needed. Lead-lag rotation shifts "first on" boiler role every 24 hours, distributing equal lead-lag runtimes to each unit.

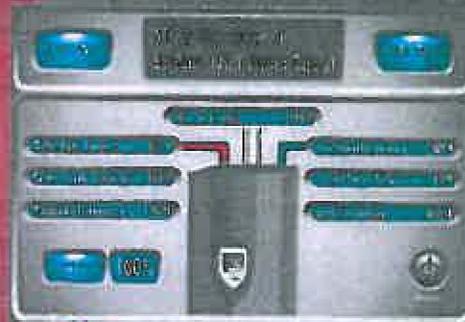
CREST's ability to sequence up to eight units that each have as much as 25:1 turndown means that the combined system has the potential of operating with modulation of up to 200:1 turndown. A bank of eight 2.0M Btu CRESTs would be able to provide as little as 80,000 Btu/hr and as much as 16,000,000 Btu/hr of heating output. In addition, the CREST Cascade can be set for "Efficiency Optimization" with each boiler firing at the same low BTU/hr input rates to receive the benefits of the highest thermal efficiency.



## UNEQUALED CONTROL AND MONITORING FUNCTIONS THAT ARE EASY TO USE

The CREST features the industry's popular, all-in-one SMART TOUCH™ operating control. Amplified with an 8.4-inch touch screen, the multi-color interface offers the best info-graphics and visual control content in the boiler industry today. It is smarter, dressed with distinctive features and control parameters. It provides the operator with outstanding functional, manual, on-line and customized data retrieval. The CREST's SMART TOUCH control can be integrated directly into a building automation system via Modbus protocol and other communication protocols via a gateway device.

**SMART TOUCH**



MODBUS COMMUNICATION

BUILDING MANAGEMENT SYSTEM CONTROL

PC CONNECTION

OUTDOOR RESET

NIGHT TEMPERATURE SETBACK

HOT WATER GENERATOR COMPATIBILITY

SYSTEM AND BOILER PUMP CONTROLS

FREEZE PROTECTION

PRODUCT SERVICE DUE INDICATOR

PASSWORD SECURITY

## DIRECT-VENTING UP TO 100 FEET

CREST offers 6 venting options and tremendous flexibility for placement of units within the building, because it permits direct-vent air intake and exhaust runs up to 100 equivalent feet using AL29-4C stainless steel (Category IV) vent pipe. Intake and exhaust runs can terminate horizontally through a sidewall or vertically through the roof. Additionally, CREST boilers installed in multiples of 2 or more can be common-vented, eliminating much of the time and material cost of venting multiple boilers individually.



Room Air Vertical



Room Air Sidewall



Direct-Vent Sidewall



Common-Vent\*



Direct-Vent Vertical



Vertical w/Sidewall Air

\*Contact Lochivar for information on common venting of CREST boilers.





**MCC**  
AIRWORKS

P.O. Box 1760 | 2300 Lowell Road | Springdale, AR 72765  
P 479.751.7411 | Toll-Free 1.800.781.7411 | F 479.751.0316

- **WARRANTY:** The new boiler and components will carry standard manufacturer's warranties; AirWorks will provide a 1 year labor warranty on the installation.
- **EXCLUSIONS:** The replacement of any and all existing pumps and controls. Any control programming of the building management system. Any and all fire suppression, detection or alarm system, components or devices. Any repairs to existing pumps, VFD or valves except the valves physically installed at the existing boiler. Any and all concrete, concrete coring, cutting, demolition or construction. Impact fees, fire stopping, and painting.
- **NOTE:** If a bid bond is required, please add .95% to total price.

**Total Price: \$ 58,898.00 (plus all applicable taxes)**

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

*Bob Miller*

Bob Miller  
Commercial Sales  
ram@multi-craft.net  
PH: 479-236-8529 cell

# PROJECT PROPOSAL

**Proposal Date**  
August 13, 2014

**Proposal Number**  
8009

BY:

**NATIONAL HVAC SERVICE**  
2231 N. Lowell Rd.  
Springdale Ar. 72764  
Tel: 479-254-0705 Fax: 479-254-0706

Hereinafter National HVAC

FOR:

**Springdale Public Library**  
405 S. Pleasant St.  
Springdale Ar.  
Attn: Tom

hereinafter CUSTOMER

AND

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Same As Above

0

0

**NATIONAL HVAC WILL PROVIDE THE FOLLOWING:**

Replace existing Rite Boiler with new Crest condensing boiler M# FBN2000 complete with AL29-4C stainless steel vent, condensate neutralization, adapt to existing piping, electrical and control wiring, utilize existing pumps, valves expansion tank and roof penetrations for flue and combustion air. Price includes all labor and materials to complete project during regular work hours.

**PROJECT PRICE: \$55,179.00 PLUS ALL APPLICABLE TAXES**

All work will be performed during National HVAC Service regular working hours of 7:30AM to 4:30PM, Monday through Friday, excluding Holidays. The price stated in this proposal will remain in effect for thirty (30) days from the above date of the proposal.

This proposal is the property of NATIONAL HVAC and is provided for our CUSTOMER'S use only. This proposal will become a binding Agreement only after acceptance by CUSTOMER and approved by an officer of NATIONAL HVAC as evidenced by their signatures below. This Agreement includes the terms and conditions on the reverse side and is binding upon the parties hereto, and no person has authority to make any claim, representation, promise or condition on behalf of NATIONAL HVAC, which is not expressed herein.

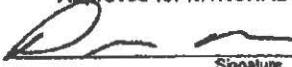
**NATIONAL HVAC SERVICE**

**Springdale Public Library**

Dennis Newman

Signature (Authorized Representative)

Approved for NATIONAL HVAC SERVICE



Signature

Name(Print/Type)

Title

Date: 8/13/2014

Date:

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

**A RESOLUTION AUTHORIZING THE CITY OF SPRINGDALE TO PURCHASE AND ENTER INTO A LEASE WITH THE CURRENT TENANT FOR PROPERTY LOCATED AT 5573 ELM SPRINGS ROAD (TRACT 59) ASSOCIATED WITH THE 2012 STREET BOND PROGRAM, PROJECT NO. 12BPS7&8 - 56<sup>th</sup> STREET EXTENSION**

**WHEREAS**, the City of Springdale is planning street improvements to extend 56<sup>th</sup> Street from Har-Ber Avenue north to Elm Springs Road (Project #12BPS8), and to widen Elm Springs Road east from 56<sup>th</sup> Street to Oak Grove Road (Project #12BPS7);

**WHEREAS**, the future intersection of 56<sup>th</sup> Street and Elm Springs Road is proposed to be constructed with a multilane roundabout requiring the acquisition and subsequent demolition of the subject property located at the southwest corner of this intersection;

**WHEREAS**, the Springdale Street Bond Committee instructed staff to proceed with issuing offer letters for the purchase of properties requiring relocation associated with these projects following the August 18<sup>th</sup> meeting;

**WHEREAS**, the Springdale Street Bond Committee intentions were to provide the owners with the opportunity to sell their property at the appraised value if desired, or otherwise table the acquisition process until such a time that project funding becomes available;

**WHEREAS**, the owner of subject property has agreed to sell the full property including remnant at the appraised value (\$209,400.00) referenced in the City's offer letter dated August 19, 2014;

**WHEREAS**, the subject property has an existing tenant who is in the process of constructing a new house which is expected to be completed around March of 2015, and therefore would require a lease agreement with the City for continued use of the property upon sale;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute all documents necessary for the acquisition of property owned by Don G. and Paulita G. Vlastuin, located at 5573 Elm Springs Road (Tract 59 – Parcel #815-29801-125) for a total purchase price of \$209,400.00, plus associated closing costs.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED:

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



August 19, 2014

Donald G. & Paulita G. Vlastuin  
3337 S Archie Watkins Road  
Farmington, AR 72730

Engineering Department  
Alan Pugh, Director

Re: 56<sup>th</sup> Street Widening, Har-Ber to Elm Springs Road  
City of Springdale Job No. 12BPS8  
Tract 59

201 Spring Street  
Springdale, AR 72764  
(479) 750-8105  
(479) 750-8539 fax  
[www.SpringdaleAR.gov](http://www.SpringdaleAR.gov)

Dear Mr. and Mrs. Vlastuin:

The City of Springdale has hired an appraisal firm to determine the value of easements to be acquired from your property to accommodate construction of the above referenced road improvement project. The appraisal includes value of a Right of Way easement, Utility Easement and Temporary Easement across your property. Based on the appraisal, compensation for the Right of Way easement is \$37,250.00, Utility Easement \$3,350.00, Temporary Easement \$400.00, Improvements \$115,000.00 and Damages \$9,400.00 for a total of \$165,400.00. Also, based on the recommendation of the Street and CIP Committee on the August 18, 2014 meeting, the City would also offer to purchase the remaining property which is valued at \$44,000.00 for a total of \$209,400 which represents the City's offer of just compensation. This amount includes compensation for all trees, shrubs, and any improvements that are located within the easement areas. For your information, I have enclosed a copy of the appraisal.

If you accept our offer please respond in writing indicating such and a member of staff will begin the process of conveying the property by contacting a local title company and preparing a warranty deed to transfer property ownership. If you have any questions or comments regarding this matter, please contact the Engineering Division. Your consideration of our offer to acquire this property is appreciated.

Sincerely,

Alan Pugh, P. E.  
Director, Engineering Department

Enclosures: Appraisal

RECEIVED

AUG 29 2014

BY \_\_\_\_\_  
CITY OF SPRINGDALE

Engineering Department  
201 Spring Street  
Springdale, AR 72764

Attn: Mr. Alen Pugh

08/25/2014

Re: 56<sup>th</sup> Street Widening, Har-Ber to Elm Springs Road  
City of Springdale Job No. 12BP88- Tract 59

Dear Mr. Pugh;

Please let this letter serve as notice of acceptance of the City of Springdale for the above referenced property. The agreed Purchase Price shall be \$209,400.

The sale of this property shall include any and all of the improvements, trees, shrubs located within the easement areas. This sale shall be "as is" with no written or implied warranty on the structures or improvements as listed in your recent letter.

Thank you for the effort and a copy of the appraisal. Please instruct your staff to begin the conveying process and should the title company need any information or have any questions, feel free to have them contact me, via mail or by phone:

479-841-3193  
Atech1@cox.net

Sincerely;

 8/25/14

  
8/25/14

Don Vlastuin  
3337 S Archie Watkins Road  
Farmington, AR 72730  
479-841-3193