

SCHEDULED COMMITTEE MEETINGS to be held in the Multi-Purpose Room #236, second floor of the City Administration Building, 201 Spring Street:

- **Monday, August 4th, 5:30 p.m. is the next Committee meetings.**
 - **Committee agendas will be available on Friday, August 1st, 2014.**

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 22nd, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – **JEFF WATSON**

6:00 p.m. **OFFICIAL AGENDA**

1. *Large Print* agendas are available at the back of the room, next to the main entrance
2. Call to Order - Mayor Doug Sprouse
3. Roll Call – City Clerk Denise Pearce

Recognition of a Quorum

4. Ozark Regional Transit - Alternating Monthly Report.

5. Comments from Citizens

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

6. Reports

a) Building Inspection June Report **Pg. 3**

7. Approval of Minutes

a) July 8th, 2014 **Pg.'s 4-13**

8. Procedural Motions

A. Entertain Motion to read all Ordinances and Resolutions by title only.

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....10; 12 A-D 13...* (Motion must be approved by two-thirds (2/3) of the council members).

9. **Appeal** of the Planning Commission's decision to deny the application of Willpett Investments, LLC. to rezone approximately .5 an acre, more or less, 612 & 612 1/2 W. Grove Avenue from Low/Medium Density Multi-Family Residential District (MF-12) to Institutional District (P-1), presented by E. Lamar Pettus, Manager/Member. **Pg.'s 14-18**

10. **Tabled An Ordinance** ordering the razing (demolition) and removal of a certain structure within the City of Springdale, Arkansas located at 308 W. Emma Ave.; to declare an emergency and for other purposes, presented by Brian Moore ESI. **Pg.'s 19-20**

11. **A Resolution** recognizing the "2014 Bikes, Blues and BBQ" event as a city approved special event, presented by Scott Edmondson, Director of Business Development at the Springdale Chamber of Commerce. **Pg.'s 21-22**

12. Planning Commission Recommendations by Patsy Christie, Planning Director.

A. **An Ordinance** rezoning 3.91 acres \pm owned by Josh and Eloise Pettit Living Trust located at 5950 W. Sunset from Thoroughfare Commercial District (C-5) to Large Product Retail Sales District (C-6) and declaring an emergency. **Pg.'s 23-25**

B. **An Ordinance** rezoning .97 acres \pm owned by Esch Family Limited Partnership located at 1306 S. Thompson from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. **Pg.'s 26-28**

- C. **An Ordinance** rezoning 3.83 acres ± owned by Randal Webb and Ramona Volkots located at 2148 North Thompson from General Commercial District (C-2) to Large Product Retail Sales District (C-6) and declaring an emergency. **Pg.'s 29-31**
- D. **An Ordinance** rezoning 1.16 acres ± owned by Leisure Homes (Tom Embach) located at 905 North Mill Street from Low/Medium Density Single Family Residential District (SF-2) Low Density Multi-family Residential District (MF-4) and declaring an emergency. **Pg.'s 32-34**
- E. **A Resolution** approving a Conditional Use at 8862 Crest Lane as set forth in Ordinance No. 4030. **Pg.'s 35-37**

WAIVER:

- F. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters, and sidewalks as set forth in Ordinance No. 3725 to Silvio Ramirez in connection with a Single Family Dwelling located at 8985 Crest Lane. **Pg.'s 38-39**
13. Ordinance Committee Report and Recommendations by Chairman Mike Overton:
An Ordinance amending Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas. (Committee recommended approval) **Pg.'s 40-44**
 14. Health Sanitation & Property Maintenance Committee Report and Recommendations by Chairman Jim Reed:
An Ordinance approving a 5 Year extension of, and an amendment to, a sanitation service contract with Sunray Services, INC. (now Waste Management of Arkansas, INC.) for the provision of collection, recycling, composting, transfer and disposal of solid waste; declaring the existence of exceptional circumstances making the competitive bidding procedure not feasible or practical; and authorizing the Mayor to execute the contract on behalf of the city. **Pg.'s 45-48**
 15. Police and Fire Committee Report and Recommendation by Chairman Eric Ford:
 - A. **A Resolution** authorizing the Mayor and City Clerk to enter into an agreement for mutual aid between the Springdale Fire Department and the Tontitown Fire Department. **Pg. 49**
 - B. **A Resolution** authorizing the purchase of two fire engines and extrication equipment. **Pg.'s 50-53**
 16. Street & CIP Committee Report and Recommendations by Chairman Rick Evans:
 - A. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Oren Larue, Jr., and Lorene Larue, husband and wife, are defendants. (committee recommended approval) **Pg. 54**
 - B. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein Victory Church NWA, INC., is defendant. (Committee recommended approval) **Pg. 55**
 - C. **A Resolution** authorizing the City Attorney to settle a condemnation lawsuit wherein the Rock of Northwest Arkansas is defendant. **Pg.'s 56-58**
 17. Parks & Recreation Committee Report and Recommendations by Chairman Brad Bruns:
A Resolution authorizing execution of a construction contract for the SE Park Project (12BPPI) and establishing the budget for said project. (Committee recommended approval) **Pg.'s 59-97**
 18. Finance Committee Report and Recommendations by Chairman Brad Bruns:
 - A. **A Resolution** amending the 2014 budget of the City of Springdale. **Pg.'s 98-102**
 - B. **A Resolution** amending the 2014 budget of the Engineering Department. **Pg.'s 103-104**
 19. **A Resolution** approving a construction progress payment for the Don Tyson Parkway Interchange (12BPS1), presented by Alan Pugh, Director of Engineering. **Pg.'s 105-110**
 20. Comments from Department Heads.
 21. Comments from Council Members.
 22. Comments from City Attorney.
 23. Comments from Mayor Sprouse.
 24. Adjournment.



City of Springdale's
**Mayor Doug Sprouse and City Council
 Members**
 06/01/14 to 07/01/14

	Permits Issued	Total Inspections	Total SF	Total Value	Total Fees
Accessory Structure	5	26	0.00	\$0.00	\$151.00
Banner & Temporary Sign Permit	12	0	0.00	\$0.00	\$0.00
Business License	0	43	0.00	\$0.00	\$0.00
Commercial Addition Permit	0	24	0.00	\$0.00	\$0.00
Commercial Alteration Permit	5	115	14,720.00	\$450,000.00	\$6,001.65
Commercial Building Permit	0	70	0.00	\$0.00	\$0.00
Demolition Permit	2	0	0.00	\$0.00	\$100.00
Electrical Permit	12	11	0.00	\$23,550.00	\$265.78
Garage Sale Permits	456	0	0.00	\$0.00	\$4,560.00
Mechanical Permit	16	14	0.00	\$91,459.38	\$714.64
Plumbing Permit	12	19	0.00	\$22,300.00	\$366.25
Residential Addition Permit	2	36	465.00	\$31,815.90	\$193.00
Residential Alteration Permit	7	28	0.00	\$0.00	\$293.00
Residential Pool Permit	2	6	0.00	\$0.00	\$433.00
Residential Single Family Permit	7	613	16,656.00	\$1,730,891.00	\$6,353.00
Sign Permit	18	0	0.00	\$0.00	\$271.95
Totals	556	1,005	31,841.00	\$2,350,016.28	\$19,703.27
Average		63	1,990.06	\$146,876.02	\$1,231.45

SPRINGDALE CITY COUNCIL
JULY 8, 2014

The City Council of the City of Springdale met in regular session on July 8, 2014, in the City Council Chambers, City Administration Building. Mayor Sprouse called the meeting to order at 6:00 p.m.

Roll call was answered by:

Doug Sprouse	Mayor
Brad Bruns	Ward 3
Jeff Watson	Ward 3
Mike Overton	Ward 2
Eric Ford	Ward 1
Mike Lawson	Ward 4 (Absent)
Rick Evans	Ward 2
Jim Reed	Ward 1
Kathy Jaycox	Ward 4
Ernest Cate	City Attorney
Denise Pearce	City Clerk/Treasurer

Department heads present:

Wyman Morgan	Director of Finance & Admin.
Patsy Christie	Planning Director
Sam Goade	Public Works Director
Kathy O'Kelley	Police Chief
Mike Chamlee	Building Official
Mike Irwin	Fire Chief
Rick McWhorter	Parks & Recreation Director

RECOGNITION OF SARAH SPARKMAN

City Attorney Ernest Cate recognized Deputy City Attorney Sarah Sparkman who received the 2013-2014 YLS Award of Excellence from the Arkansas Bar Association.

PROCLAMATION – PURPLE HEART CITY

Mayor Sprouse presented a proclamation pledging the City of Springdale's strong support to the Military Order of the Purple Heart and for those who put their lives at risk in service of their Country and their fellow citizens and proclaimed the City of Springdale as a "Purple Heart City".

188TH WING OF AIR NATIONAL GUARD

Aaron Wolfe of the 188th Wing of the Air National Guard presented the City of Springdale with a picture of the Springdale Aircraft 626 rendition to be displayed with honor and care that the city has provided for the last 60 years.

APPROVAL OF MINUTES

Alderman Jaycox moved the minutes of the June 24, 2014 City Council meeting be approved as presented. Alderman Reed made the second.

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

ORDINANCES AND RESOLUTIONS READ BY TITLE ONLY

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

The vote:

Yes: Ford, Evans, Reed, Jaycox, Bruns, Watson, Overton

No: None

APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY THE APPLICATION OF SIGNATURE BANK OF ARKANSAS (OWNER) AND CREATIVE THINGS, LLC (DEVELOPER) TO REZONE APPROXIMATELY 140 ACRES, MORE OR LESS, LYING NORTHEAST OF MILLER ROAD/GRIMSLEY ROAD INTERSECTION, FROM PUD, SF-2 TO I-3

Stephen Giles, Attorney representing Signature Bank, asked that City Council table this item tonight until the September 9, 2014 City Council meeting.

Alderman Reed made the motion to table the appeal until the September 9, 2014 City Council meeting. Alderman Bruns made the second.

The vote:

Yes: Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

Mayor Sprouse read a statement regarding his position on the appeal of the rezoning request.

RESOLUTION NO. 102-14 – EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL AID MONIES FOR THE 56TH STREET WIDENING AND EXTENSION PROJECT

Patsy Christie presented a Resolution expressing the willingness of the City of Springdale to utilize federal aid monies for the 56th Street Widening and Extension Project.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF SPRINGDALE TO UTILIZE FEDERAL-AID MONIES FOR THE 56TH STREET WIDENING AND EXTENSION PROJECT

WHEREAS, The City of Springdale understands Federal-aid Surface Transportation Attributable funds are available for certain city projects at the following federal participating ratios, up to the maximum Federal-aid available:

<u>Work Phase</u>	<u>Federal %</u>	<u>City %</u>
Preliminary Engineering	80	20
Right-of-Way	80	20
Utilities	80	20
Construction	80	20
Construction Engineering	80	20
City projects programmed but not let to contract	-0-	100

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

SECTION III: The city pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this ____ day of July, 2014.

Doug Sprouse, Mayor

Attest:

Denise Pearce, City Clerk

Approved as to form:

Ernest Cate, City Attorney

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Reed, Jaycox, Bruns, Watson, Overton, Ford, Evans

No: None

The Resolution was numbered 102-14.

ORDINANCE NO. 4804 – AMENDING ARTICLE 6 OF THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES (REGARDING REGULATIONS PERTAINING TO FENCES)

Patsy Christie presented an Ordinance amending Article 6 of the Zoning Ordinance of the City of Springdale addressing the regulations pertaining to fences, wall, and hedges on property zoned agricultural and property zoned residential.

Discussion was held regarding barbed wire fencing in an agricultural zone. It was decided to add barbed wire as a suitable material in an A-1 zone. The zoning change to the ordinance will read as follows:

Article 6, Section 1 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to add a new section (Section 1.3) to read as follows:

1.3 Fences, walls and hedges on adjoining residential districts.

Notwithstanding other provisions of this ordinance, fences, walls and hedges in agriculturally zoned areas that share a common boundary with a residential district must be built in compliance with Sec. 2.3 of this article along those joint boundaries. Barbed wire is a suitable material in an A-1 zone.

Section 2: Article 6, Section 2.3 of the Zoning Ordinance of the City of Springdale, Arkansas, is hereby amended to read as follows:

2.3 Fences, walls and hedges on residential lots. Notwithstanding other provisions of this ordinance, fences, walls, and hedges on residential lots may be permitted in any required yard, or along the edge of any yard provided that no fence, wall (except retaining wall) or hedge along the sides or front edge of any front yard shall be over three (3) feet in height as dictated by the orientation of the structure and not by yard designation as in article 4. Fences located within or bounding a rear or side yard are permitted at a height not to exceed six (6) feet, except as follows:

Fences must be built with recognized fencing materials such as chain link fencing with plastic or metal slates, standard fence wood, vinyl, or metal such as wrought iron. Materials not allowed for fences include plywood, scrap lumber, wood pallets, chicken wire, corrugated steel, concertina wire, or fiberglass panels. Fence posts and supports must be installed on the side of the fence that faces the lot.

After the reading the title of the Ordinance, Alderman Reed moved the Ordinance "Do Pass" as amended. Alderman Jaycox made the second.

The vote:

Yes: Jaycox, Bruns, Watson, Overton, Ford, Evans, Reed

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Bruns, Watson, Overton, Ford, Evans, Reed, Jaycox

No: None

The Ordinance was numbered 4804.

RESOLUTION NO. 103-14 – EXPRESSING SUPPORT FOR LEGISLATION CREATING A PRESUMPTION THAT FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS

Fire Chief Mike Irwin presented a Resolution expressing support for legislation creating a presumption that firefighters who developed certain forms of cancer developed those cancers through their work as firefighters.

RESOLUTION NO. ____

A RESOLUTION EXPRESSING SUPPORT FOR LEGISLATION CREATING A PRESUMPTION THAT FIREFIGHTERS WHO DEVELOP CERTAIN FORMS OF CANCER DEVELOPED THOSE CANCERS THROUGH THEIR WORK AS FIREFIGHTERS.

WHEREAS, the International Agency for Research on Cancer has determined that some cancers may be caused by exposure to heat, smoke, radiation or a known or suspected carcinogen;

WHEREAS, if a firefighter has regularly responded to fires, the firefighter has likely been exposed to heat, smoke, or other causes studied by the International Agency for Research on Cancer; and

WHEREAS, there is a need for legislation recognizing that firefighters may develop certain types of cancers due to their work as firefighters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Council for the City of Springdale, Arkansas hereby expresses its support of a legislative enactment to create a presumption that firefighters who develop certain forms of cancer developed those cancers through their work as firefighters.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, MAYOR

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

Alderman Reed moved the Resolution be adopted. Alderman Jaycox made the second.

The vote:

Yes: Watson, Overton, Ford, Evans, Reed, Jaycox, Bruns

No: None

The Resolution was numbered 103 -14.

RESOLUTION NO. 104-14 – AUTHORIZING EXECUTION OF A GUARANTEED MAXIMUM PRICE AMENDMENT FOR THE CONSTRUCTION OF FIRE STATION #2 (12BPF1) AND ESTABLISHING THE BUDGET FOR SAID PROJECT

Engineering Director Alan Pugh presented a Resolution authorizing execution of a guaranteed maximum price amendment for the construction of Fire Station #2 (12BPF1) establishing the budget for said project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A GUARANTEED MAXIMUM PRICE AMENDMENT FOR THE CONSTRUCTION OF FIRE STATION #2 (12BPF1) AND ESTABLISHING THE BUDGET FOR SAID PROJECT

WHEREAS, the City Council approved entering into a construction management contract with Commerce Construction Company, Inc. for the construction of fire station improvements;

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WHEREAS, Commerce Construction Company, Inc. has taken bids for the construction of Fire Station #2;

WHEREAS, it is necessary to formally establish a budget for this project, said budget to be as follows:

Design/Construction Engineering	99,500.00
Design/Construction Architecture	427,197.97
Property Purchase	0.00
Construction (Bid Amount)	3,418,778.00
Specialty Equipment	77,500.00
Furnishings Allowance	56,334.00
Miscellaneous (permit fees; adv., etc...)	2,500.00
<u>Project Contingency</u>	<u>150,000.00</u>
Total	4,231,809.97
Tyson Donation	400,000.00
Total Project Budget	\$3,831,809.97

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

- 1) The Mayor and City Clerk are hereby authorized to execute a guaranteed maximum price amendment with Commerce Construction Company, Inc. in the amount of \$3,418,778.00.
- 2) The total project budget shall not exceed \$3,831,809.97 without Council approval.

PASSED AND APPROVED this ____ day of July, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

There was discussion on the budget amount for design/construction architecture.

Dennis Moore, Project Manager for Commerce Construction Company, explained how they came about the design of the building.

There was discussion on whether the utility relocations were added in as a line item for this station. Engineer Pugh said when he has those figures he will get them to the council members.

Alderman Jaycox made the motion to wait one week to get all the numbers and allow the council to look at the plans and then have a special council meeting. Motion died for lack of a second.

Alderman Watson moved the Resolution be adopted with modifications for utility relocation. Alderman Ford made the second.

The vote:

Yes: Ford, Evans, Bruns, Watson

No: Overton, Reed, Jaycox

Mayor Sprouse said with the possibility that the prices could go up, having to buy fire engines and Station 7 not going to be built right now, Mayor Sprouse voted yes. Motion carried.

The Resolution was numbered 104-14.

RESOLUTION NO. 105-14 – AUTHORIZING EXECUTION OF A GUARANTEED MAXIMUM PRICE AMENDMENT FOR THE CONSTRUCTION OF FIRE STATION #3 (12BPF2) AND ESTABLISHING THE BUDGET FOR SAID PROJECT

Engineering Director Alan Pugh presented a Resolution authorizing execution of a guaranteed maximum price amendment for the construction of Fire Station #3 (12BPF2) establishing the budget for said project.

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF A GUARANTEED MAXIMUM PRICE AMENDMENT FOR THE CONSTRUCTION OF FIRE STATION #3 (12BPF2) AND ESTABLISHING THE BUDGET FOR SAID PROJECT

WHEREAS, the City Council approved entering into a construction management contract with Commerce Construction Company, Inc. for the construction of fire station improvements;

WHEREAS, Commerce Construction Company, Inc. has taken bids for the construction of Fire Station #3;

WHEREAS, it is necessary to formally establish a budget for this project, said budget to be as follows:

Design/Construction Engineering	152,000.00
Design/Construction Architecture	388,071.11
Property Purchase	272,932.43
Construction (Bid Amount)	3,074,048.00
Specialty Equipment	77,500.00
Furnishings Allowance	56,334.00
Miscellaneous (permit fees; adv., etc...)	2,500.00
<u>Project Contingency</u>	<u>150,000.00</u>
Total Project Budget	\$4,173,385.54

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

- 1) The Mayor and City Clerk are hereby authorized to execute a guaranteed maximum price amendment with Commerce Construction Company, Inc. in the amount of \$3,074,048.00.
- 2) The total project budget shall not exceed \$4,173,385.54 without Council approval.

PASSED AND APPROVED this ____ day of July, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Watson moved the Resolution be adopted. Alderman Ford made the second.

The vote:

Yes: Ford, Evans, Bruns, Watson

No: Overton, Reed, Jaycox

Mayor Sprouse said with the possibility that the prices could go up, having to buy fire engines and Station 7 not going to be built right now, Mayor Sprouse voted yes. Motion carried.

The Resolution was numbered 105-14.

RESOLUTION NO. 106-14 – AUTHORIZING THE DESTRUCTION OF COURT RECORDS THAT HAVE BEEN ARCHIVED

Alderman Ford presented a Resolution authorizing the destruction of District Court records from 1982 through 2010 that have been archived.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DESTRUCTION OF COURT RECORDS THAT HAVE BEEN ARCHIVED.

WHEREAS, Springdale District Court has archived paper court records from 1982 through 2010;

WHEREAS, Ark. Code Ann. §14-2-201, et seq. provides for the destruction of old court records once they have been archived, and

WHEREAS, the Springdale District Court Clerk has identified the court records to be destroyed, and a list is attached hereto as Exhibit A, and made a part hereof;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that Springdale District Court is hereby authorized to arrange for the destruction, by shredding, of all archived court records in accordance with Ark. Code Ann. §14-2-201, et seq.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

Alderman Jaycox moved the Resolution be adopted. Alderman Overton made the second.

The vote:

Yes: Ford, Evans, Reed, Jaycox, Bruns, Watson, Overton

No: None

The Resolution was numbered 106 -14.

ORDINANCE NO. 4805 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, WASHINGTON COUNTY, ARKANSAS (1511 BACKUS AVENUE, 1307 YOUNG STREET)

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 1511 Backus Avenue and 1307 Young Street, City of Springdale, Washington County.

After the reading the title of the Ordinance, Alderman Reed moved the Ordinance “Do Pass” as amended. Alderman Jaycox made the second.

The vote:

Yes: Evans, Reed, Jaycox, Bruns, Watson, Overton, Ford

No: None

Alderman Evans moved the Emergency Clause be adopted. Alderman Reed made the second.

The vote:

Yes: Reed, Jaycox, Bruns, Watson, Overton, Ford, Evans

No: None

The Ordinance was numbered 4805.

ORDINANCE NO. 4806 – AUTHORIZING THE CITY CLERK TO FILE A CLEAN-UP LIEN FOR THE REMOVAL OF OVERGROWN BRUSH AND DEBRIS ON PROPERTY LOCATED WITHIN THE CITY OF SPRINGDALE, BENTON COUNTY, ARKANSAS (3224 SAGELY LANE)

City Attorney Ernest Cate presented an Ordinance authorizing the City Clerk to file a clean-up lien for the removal of overgrown brush and debris on property located at 3224 Sagely Lane, City of Springdale, Benton County.

After the reading the title of the Ordinance, Alderman Reed moved the Ordinance “Do Pass” as amended. Alderman Jaycox made the second.

The vote:

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Yes: Jaycox, Bruns, Watson, Overton, Ford, Evans, Reed

No: None

Alderman Reed moved the Emergency Clause be adopted. Alderman Jaycox made the second.

The vote:

Yes: Bruns, Watson, Overton, Ford, Evans, Reed, Jaycox

No: None

The Ordinance was numbered 4806.

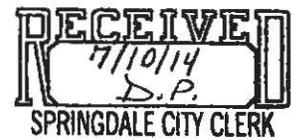
ADJOURNMENT

Alderman Jaycox made the motion to adjourn. Alderman Reed made the second.

After a voice vote of all ayes and no nays, the meeting adjourned at 7:12 p.m.

Doug Sprouse, Mayor

Denise Pearce, City Clerk/Treasurer



Willpett Investments. LLC
P.O. Box 10306
Fayetteville, AR 72703
Tel 479-530-4719
e-mail pettus720@lcloud.com

July 10, 2014

Springdale City Council
Attn: Denise Pearce, City Clerk
201 Spring Street
Springdale, AR 72764

Re: Appeal of Springdale Planning Commission denial of Rezoning Request and Application for Variance R14-18 Rezoning 612 & 612 1/2 W. Grove Avenue Rezoning Request was from Low/Medium Density Multi-family Residential District (MF-12) to Institutional District (P-1)

Honorable Mayor Doug Sprouse and Members of the Springdale City Council:

Please allow this letter to serve as the Appeal of Willpett Investments, LLC of the denial by the Springdale Planning Commission of Willpett Investments, LLC's request that 612 & 612 1/2 W. Grove Avenue be rezoned from MF-12 to P-1 and be granted a variance on the parking allowed.

Willpett Investments, LLC believes the City should grant the rezoning request and parking requirement variance for several reasons among which are the following:

- Area Fire Insurance records indicate the corner lot, 612 W. Grove Avenue, was developed for use as a church and school by the 7th Day Adventist Church in 1948;
- The Springdale City Directories Archives indicate the lots were used as a Church and Church School from the period of 1952-2000. The block building at 612 1/2 W. Grove Avenue was built in 1970 and used in conjunction with the Church. In 2000 the properties were used as to house the Peter Pan Daycare East;
- Willpett Investments, LLC purchased the property in 2005 and at the time both properties were vacant but belonged to the Central United Methodist Church, Fayetteville (the property had been donated to Central);

- Willpett Investments, LLC sold the property to the Grace Marshallese Assembly of God, Inc. in 2007 and the Grace Marshallese Assembly of God, Inc. operated its Church and Church School at 612 & 612 1/2 W. Grove Avenue until April, 2014 (after several defaults by the Grace Marshallese Assembly of God, Inc. Willpett Investments, Inc. assumed ownership in 2012 but continued to lease the property to Grace Marshallese Assembly of God, Inc. for use as a church;

- The reason given by the Grace Marshallese Assembly of God, Inc. for moving was they were told by the City of Springdale they had to install parking spaces and had to have a business license to operate a Church on said location-Willpett Investments, Inc. does not know what was told the Church only what the Church told Willpett Investments' Managers as its reasons for moving;

- The Block building was constructed in 1970 and has been used as a church school or part of the Peter Pan Daycare and then the Grace Marshallese Assembly of God, Inc. until April 2014;

- The properties were originally built as a Church and as a Church School and gathering facilities and have consistently been used for purposes other than those purposes allowed in MF-12 zones;

- It would place an undue hardship and undue financial burden upon Willpett Investments, LLC to require conversion of the property so as to be utilized as Multi-Family Residential;

- The use of the property as a Church and Church school or even a gathering place surely was considered grandfathered in when the rezoning occurred;

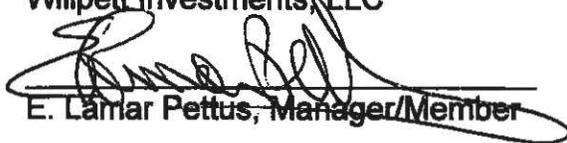
- Willpett Investments LLC could understand the requirement to convert the properties (there are two separate lots, both 75 feet east and west and 150 feet north and south in dimension, to MF-12 uses if the improvements on the properties were destroyed by fire or storm but the improvements, while in need of some repairs still have many years of use as a church and gathering facility;

- There is not enough land to construct the parking required by the City codes and regulations on the lots and to require Willpett Investments, LLC to purchase off-site parking would create an undue hardship and financial burden to use the properties for the purposes originally intended.

Therefore, Willpett Investments, LLC request the City Council grant the rezoning and the variance on the amount of parking required.

I have attached a Notice of Appeal and notice of the hearing date and time, which I have sent to the owners of all adjacent and adjoining properties.

Respectfully submitted,
Willpett Investments, LLC


E. Lamar Pettus, Manager/Member

**NOTICE OF APPEAL AND NOTICE OF TIME AND DATE OF HEARING OF THE
APPEAL BY THE SPRINGDALE CITY COUNCIL**

As an adjoining or adjacent owner of properties owned by Willpett Investments, LLC, you are hereby notified that Willpett Investments, LLC has appealed to the Springdale City Council, the denial by the Springdale Planning Commission of the request by Willpett Investments, LLC to rezone 612 and 612 1/2 Grove Avenue, Springdale, Arkansas from Low/Medium Multi-Family Residential District (MF-12) to Institutional District (P-1). **R14-18 612 & 612 1/2 Grove Avenue**

The Springdale City Council is scheduled to hear the Appeal and the Application for Variance from the parking requirements at 6:00 p.m. Tuesday, July 22, 2014. The hearing will take place in the Council Chambers in the City Administration Building, 201 Spring Street, Springdale, Arkansas. You are invited to attend the hearing.

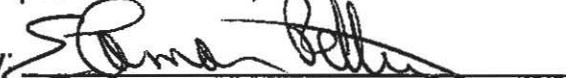
Attached to this notice is a copy of the letter in which Willpett Investments, LLC states its arguments for reversal of the Denial.

The contact person for Willpett Investments, LLC is Lamar Pettus who can be reached at 479-530-4719 if you have questions of the landowners.

Mailed this 10th day of July, 2014

Landowner:

Willpett Investments, LLC

By: 
E. Lamar Pettus, Manager/Member

Encl: Letter of Appeal to City Council dated 10 July 2014

Notice with the enclosure have been mailed to:

Meadow House, LLC
421 W. Meadow Avenue
Springdale, AR 72764

Sisco Funeral Chapel, Inc.
705 W. Meadow Avenue
Springdale, AR 72764-4461

Kenneth R. Jones, II and Lisa Jones
and Kenneth R. Jones and Clara June Jones
P.O. Box 611
Springdale, AR 72765

Phillips Revocable Trust
c/o Larry G. and Carolyn K. Phillips
5 Carn Forth Lane
Bella Vista, AR 72714

Manuel H. and Maria M. Ferreira
11001 Hank Sargent Road
Prairie Grove, AR 72753-8123

Randy L. and Melba Matthews
519 W. Meadow Avenue
Springdale, AR 72764-4457

Larry and Debbie Gibson
2600 Truitt Lane
Springdale, AR 72762-6794

**Willpett Investments. LLC
P.O. Box 10306
Fayetteville, AR 72703
Tel 479-530-4719
e-mail pettus720@icloud.com**

July 10, 2014

Springdale City Council
Attn: Denise Pearce, City Clerk
201 Spring Street
Springdale, AR 72764

Re: Appeal of Springdale Planning Commission denial of Rezoning Request and Application for Variance R14-18 Rezoning 612 & 612 1/2 W. Grove Avenue Rezoning Request was from Low/Medium Density Multi-family Residential District (MF-12) to Institutional District (P-1)

Honorable Mayor Doug Sprouse and Members of the Springdale City Council:

Please allow this letter to serve as the Appeal of Willpett Investments, LLC of the denial by the Springdale Planning Commission of Willpett Investments, LLC's request that 612 & 612 1/2 W. Grove Avenue be rezoned from MF-12 to P-1 and be granted a variance on the parking allowed.

Willpett Investments, LLC believes the City should grant the rezoning request and parking requirement variance for several reasons among which are the following:

- Area Fire Insurance records indicate the corner lot, 612 W. Grove Avenue, was developed for use as a church and school by the 7th Day Adventist Church in 1948;
- The Springdale City Directories Archives indicate the lots were used as a Church and Church School from the period of 1952-2000. The block building at 612 1/2 W. Grove Avenue was built in 1970 and used in conjunction with the Church. In 2000 the properties were used as to house the Peter Pan Daycare East;
- Willpett Investments, LLC purchased the property in 2005 and at the time both properties were vacant but belonged to the Central United Methodist Church, Fayetteville (the property had been donated to Central);

- Willpett Investments, LLC sold the property to the Grace Marshallese Assembly of God, Inc. in 2007 and the Grace Marshallese Assembly of God, Inc. operated its Church and Church School at 612 & 612 1/2 W. Grove Avenue until April, 2014 (after several defaults by the Grace Marshallese Assembly of God, Inc. Willpett Investments, Inc. assumed ownership in 2012 but continued to lease the property to Grace Marshallese Assembly of God, Inc. for use as a church;

- The reason given by the Grace Marshallese Assembly of God, Inc. for moving was they were told by the City of Springdale they had to install parking spaces and had to have a business license to operate a Church on said location- Willpett Investments, Inc. does not know what was told the Church only what the Church told Willpett Investments' Managers as its reasons for moving;

- The Block building was constructed in 1970 and has been used as a church school or part of the Peter Pan Daycare and then the Grace Marshallese Assembly of God, Inc. until April 2014;

- The properties were originally built as a Church and as a Church School and gathering facilities and have consistently been used for purposes other than those purposes allowed in MF-12 zones;

- It would place an undue hardship and undue financial burden upon Willpett Investments, LLC to require conversion of the property so as to be utilized as Multi-Family Residential;

- The use of the property as a Church and Church school or even a gathering place surely was considered grandfathered in when the rezoning occurred;

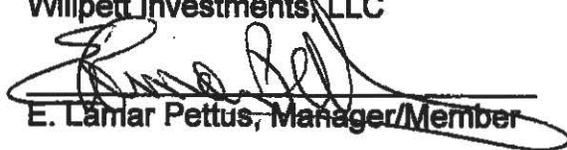
- Willpett Investments LLC could understand the requirement to convert the properties (there are two separate lots, both 75 feet east and west and 150 feet north and south in dimension, to MF-12 uses if the improvements on the properties were destroyed by fire or storm but the improvements, while in need of some repairs still have many years of use as a church and gathering facility;

- There is not enough land to construct the parking required by the City codes and regulations on the lots and to require Willpett Investments, LLC to purchase off-site parking would create an undue hardship and financial burden to use the properties for the purposes originally intended.

Therefore, Willpett Investments, LLC request the City Council grant the rezoning and the variance on the amount of parking required.

I have attached a Notice of Appeal and notice of the hearing date and time, which I have sent to the owners of all adjacent and adjoining properties.

Respectfully submitted,
Willpett Investments, LLC


E. Lamar Pettus, Manager/Member

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE RAZING (DEMOLITION) AND REMOVAL OF A CERTAIN STRUCTURE WITHIN THE CITY OF SPRINGDALE, ARKANSAS, LOCATED AT 308 W. EMMA AVE.; TO DECLARE AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, James Ritchey is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows:

Part of Lot 5 in Block 10 in the original town (now city) of Springdale, Arkansas, described as follows: Beginning at a point 140 feet East of the Southwest corner of said Lot 5 and running thence North parallel with the West line of said lot to the North line thereof; thence East 36 feet; thence South parallel with the West line to the South line of said Lot; thence West 36 feet to the point of beginning.

Commonly known as 308 W. Emma Ave., Springdale, Washington County, Arkansas
Tax Parcel No. 815-30007-000

WHEREAS, the structure on the property is unfit for human habitation, constitutes a fire hazard, otherwise is dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, and further is unsightly, and is considered an unsafe and unsightly structure in violation of Springdale City Ordinances (§22-32 and §91-37, *et seq.*);

WHEREAS, the owner has been notified by the City of Springdale prior to the consideration of this ordinance, that the structure on the property is in violation of various ordinances of the City of Springdale, as well as the Property Maintenance Code of the City of Springdale;

WHEREAS, pursuant to Chapter 22-32 of the Ordinances of the City of Springdale, the owner was given thirty (30) days to purchase a building permit and to commence repairs on the property, or to demolish and remove the building from the property;

WHEREAS, the owner has failed, neglected, or refused to comply with the notice to repair, rehabilitate or to demolish and remove the building, and as such, the matter of removing the building may be referred to the City Council pursuant to Chapter 22 and Chapter 91 of the Ordinances of the City of Springdale;

WHEREAS, under Ark. Code Ann. § 14-56-203 and pursuant to Chapter 22 and Chapter 91 of the Springdale Code of Ordinances, if repair or removal is not done within the required time, the structure is to be razed (demolished) and/or removed;

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

Section 1. That the structure located at 308 W. Emma Ave., Springdale, Arkansas, is dilapidated, unsightly, and unsafe; and it is in the best interests of the City of Springdale to proceed with the removal of this dilapidated, unsightly, and unsafe structure.

Section 2. That the owner is hereby ordered to raze (demolish) and remove the dilapidated, unsightly and unsafe structure located on the aforesaid property; and, is further ordered to abate the unsightly conditions on the property. Said work shall be commenced within ten (10) days and shall be completed within thirty (30) days from the passage of this ordinance. The manner of razing (demolishing) and removing said structure shall be to dismantle by hand or bulldoze and then dispose of all debris,

completely cleaning up the property to alleviate any unsightly conditions, in a manner consistent with the Property Maintenance Code, and all other state laws and regulations pertaining to the demolition or removal of residential structures.

Section 3. If the aforesaid work is not commenced within ten (10) days or completed within thirty (30) days, the Mayor, or the Mayor's authorized representative, is hereby directed to cause the aforesaid structure to be razed (demolished) and removed and the unsafe, unsanitary and unsightly conditions abated; and, the City of Springdale shall have a lien upon the aforesaid described real property for the cost of razing (demolishing) and removing said structure and abating said aforementioned conditions, said costs to be determined at a hearing before the City Council.

Section 4. EMERGENCY CLAUSE: The City Council hereby determines that the aforesaid unsafe structure constitutes a continuing detriment to the public safety and welfare and is therefore a nuisance, and determines that unless the provisions of this ordinance are put into effect immediately, the public health, safety and welfare of the citizens of Springdale will be adversely affected. Therefore, an emergency is hereby declared to exist and this ordinance begin necessary for the public health, safety and welfare shall be in full force and effect from and after its 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

RESOLUTION NO. _____

A RESOLUTION RECOGNIZING THE "2014 BIKES, BLUES AND BBQ" EVENT AS A CITY APPROVED SPECIAL EVENT.

WHEREAS, the annual "Bikes, Blues, and BBQ" event brings thousands of visitors to Northwest Arkansas, thereby generating tourism dollars for Springdale, Arkansas;

WHEREAS, the 2014 "Bikes, Blues, and BBQ" event will take place from September 24th to September 27th, 2014;

WHEREAS, the parking lot of Arvest Ballpark is an excellent venue to host activities and events associated with Bikes, Blues, and BBQ;

WHEREAS, the City of Springdale wishes to declare the 2014 Bikes, Blues, and BBQ event a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of Bikes, Blues, and BBQ to utilize the parking lot of Arvest Ballpark during this special event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 "Bikes, Blues, and BBQ" event, which will take place from September 24th to September 27th, 2014, is hereby recognized as a "special event" pursuant to Article 6, Section 3.5(9)(f) of the Zoning Ordinance of the City of Springdale, Arkansas, thereby allowing the operators of Bikes, Blues, and BBQ to utilize the parking lot of Arvest Ballpark during this special event.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY



**Leading Business,
Leading Springdale.**

June 30, 2014

Mayor Douglas Sprouse
City of Springdale
201 Spring Street
Springdale, AR 72762

Dear Mayor Sprouse,

The Springdale Chamber of Commerce is working with representatives of Bikes, Blues, and BBQ to bring several events to Arvest Ballpark during this fall's rally, scheduled for September 24-27, 2014. Among the events are a car show, a vintage bike show, a "Soldier's Wish Project" (a stage with music, programs recognizing veterans), "Return Ride" (which recognizes Vietnam era veterans), and a Steak Cooking contest. The group is trying to secure an autocross event, as well as, a motorcycle stunt team. All of the events will be held in the parking lot of Arvest Ballpark.

As part of the highly successful Bikes, Blues, and BBQ Rally, we feel that these events will bring a large number of visitors to the City of Springdale. Not only will tourism dollars be generated by these events, but hosting these events at Arvest Ballpark, will greatly improve the possibility of relocating future Bikes, Blues, & BBQ Rally activities to Springdale.

We respectfully request that the City Council consider recognizing this as an "official" city event. Thank you for your consideration. If any additional information is needed, please feel free to contact me.

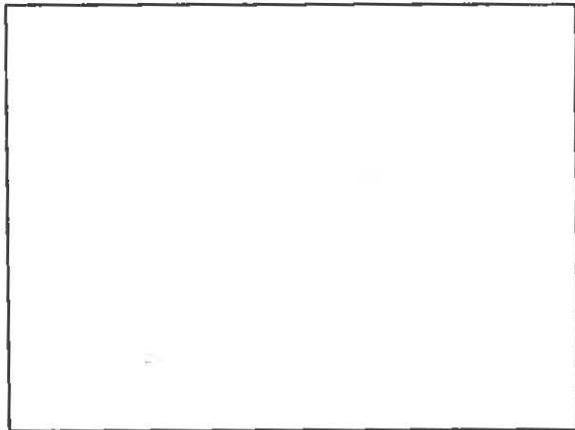
Sincerely,

Scott Edmondson
Director of Business Development
Springdale Chamber of Commerce

P.O. Box 166 • Springdale, AR 72765



(479) 872-2222 • www.Springdale.com



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM THOROUGHFARE COMMERCIAL DISTRICT (C-5) TO LARGE PRODUCT RETAIL SALES DISTRICT (C-6) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of July 1, 2014 for hearing the matter of a petition of Josh and Eloise Pettit Living Trust requesting that the following described tract of real estate be zoned from Thoroughfare Commercial District (C-5) to Large Product Retail Sales District (C-6).

Layman's Description: 5950 W. Sunset

Legal Description: Part of the Southwest Quarter (SW q/4) off the Fractional Southeast Quarter (Frl. SE 1/4) of the Fractional Northeast Quarter (Frl. NE 1/4) of Section Five (5), Township Seventeen (17) North, Range Thirty (30) West., described as follows, to-wit: Beginning at a point of the North right of way line of Highway No. 412 (Old Highway 68), which is 35 feet North and 3.5 feet East of the Southwest corner of said fractional ten (10) acre tract, thence North 563.50 feet; thence East 309 feet; thence South 546.50 feet or to the North right of way line of Highway No. 412 (Old Highway 68), thence westerly along said North right of way line of Highway 412 (Old Highway 68), 310.50 feet, or to the point of beginning

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Thoroughfare Commercial District (C-5) to Large Product Retail Sales District (C-6) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable

harm and damage, and will be substantially deprived of the use of their property.

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

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

From Thoroughfare Commercial District (C-5) to Large Product Retail Sales District (C-6).

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

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

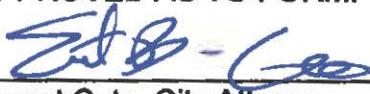
PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

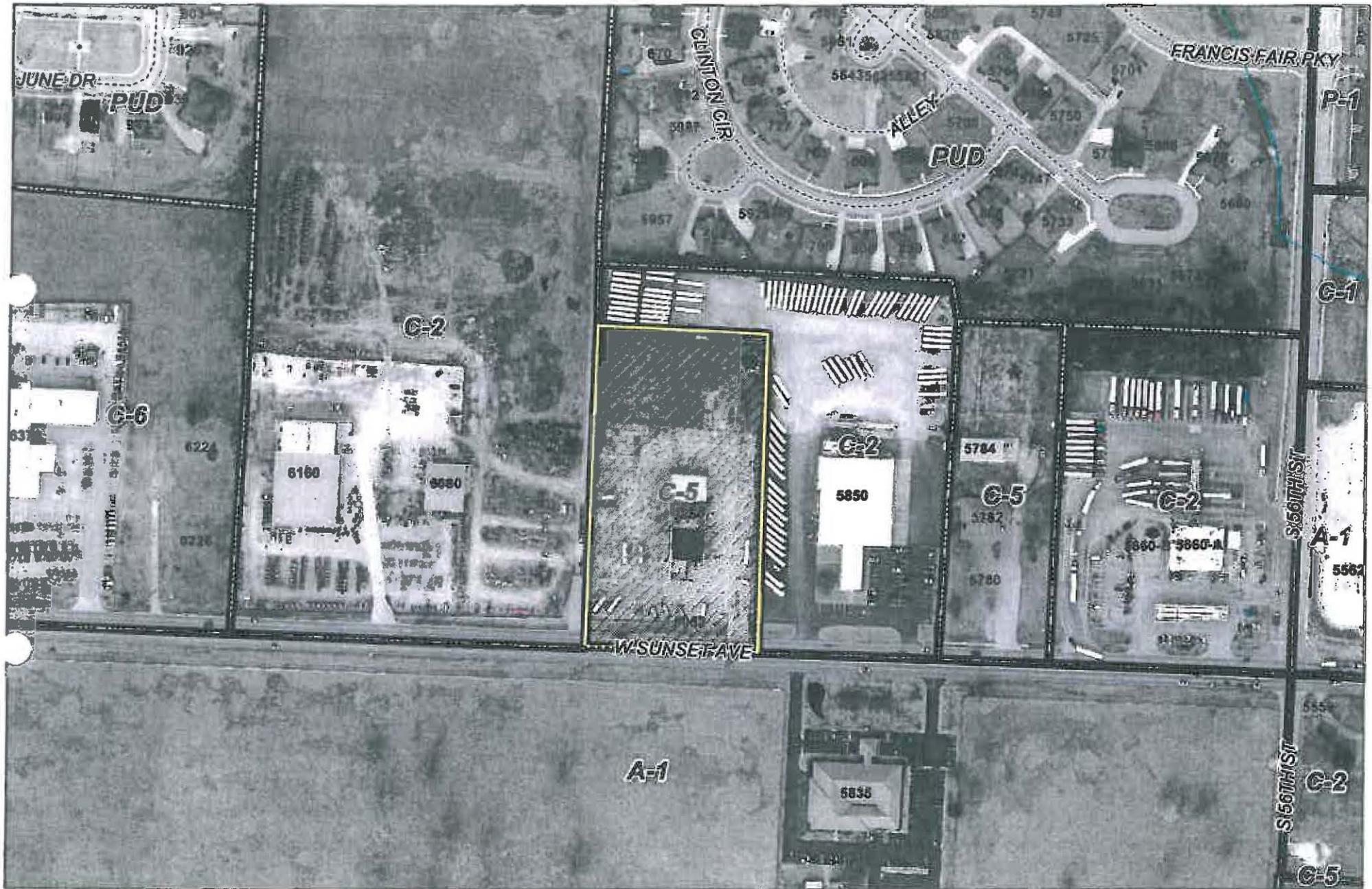
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

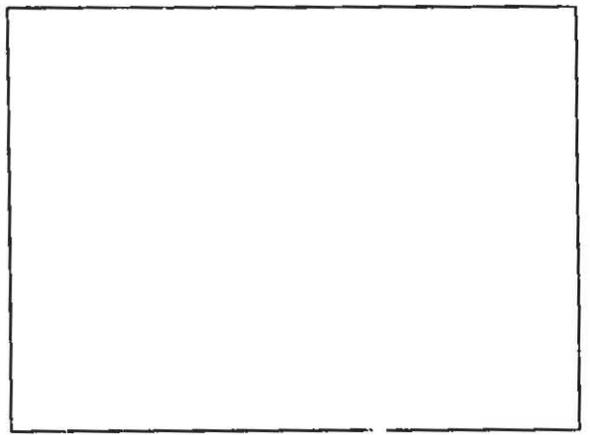


Ernest Cate, City Attorney



APPLICANT: JOSH & ELOISE PETTIT LIVING TRUST
REZONING REQUEST:
C-5 TO C-6

CITY OF SPRINGDALE
 PLANNING OFFICE
 PLANNING COMMISSION MEETING
 7/1/2014



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO THOROUGHFARE COMMERCIAL DISTRICT (C-5) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of July 1, 2014 for hearing the matter of a petition of Esch Family Limited Partnership requesting that the following described tract of real estate be zoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

Layman's Description: 1306 S. Thompson

Legal Description: A PART OF THE SE 1/4 OF THE SE 1/4 OF Section 2, Township 17 North, Range 30 West of the fifth principal meridian, Washington County, Arkansas, being more particularly described as follows:

Commencing at the NE corner of the SE 1/4 of the SE 1/4 of Section 2, Township 17, North, Range 30 West, said point lying in Arkansas State highway 471, run West, 40.0 feet and South 150.0 feet to the true point of beginning, said point being a set iron pin; thence S 89° 59' 38" W 290.00 feet (West 290 feet-Deed call) to a set iron pin; thence S 00° 16' 50" W 204.97 feet (South 205 feet-deed call) to a found iron pin; thence 110.0 feet to a found iron pin; thence N 00° 29' 19" E 95.00 feet (north 95.00 feet-deed call) to an iron pin set at the west end of an existing retaining wall; thence N 89° 55' 41" E 180.11 feet (East 180 feet- deed call) along the existing retaining wall to a set iron pin; thence N 00° 30' East 9.77 feet (N 00° 30' E. 10.00 feet – deed call) to a chiseled "X" on top of a concrete wall to an existing storm drain; thence North 100.00 feet to the true point of beginning containing 0.97 acres more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Thoroughfare Commercial District (C-5) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Thoroughfare Commercial District (C-5).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

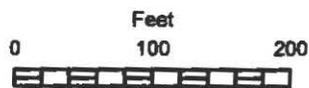
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

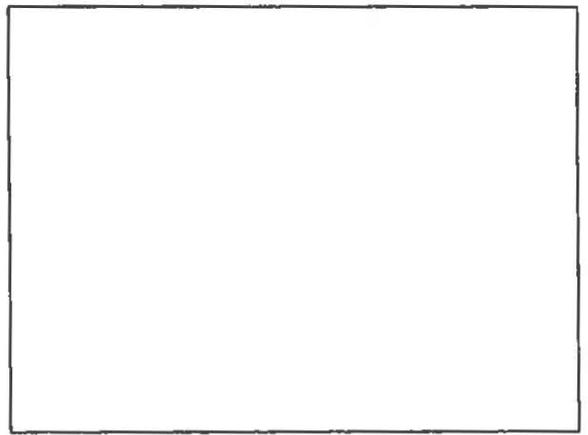


Ernest Cate, City Attorney



APPLICANT: ESCH FAMILY LIMITED PARTNERSHIP
REZONING REQUEST:
C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
7/1/2014



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM GENERAL COMMERCIAL DISTRICT (C-2) TO LARGE PRODUCT RETAIL SALES DISTRICT (C-6) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of July 1, 2014 for hearing the matter of a petition of Randal Webb and Ramona Volkots requesting that the following described tract of real estate be zoned from General Commercial District (C-2) to Large Product Retail Sales (C-6).

Layman's Description: 2148 North Thompson

Legal Description:

A part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 26, Township 18 North, Range 30 West of the Fifth Principal Meridian, Washington County, Arkansas and being more particularly described as follows, to-wit: Beginning at a point that is West 100 feet from the Southeast corner of said East Half (E 1/2) of Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), said point being on the West right-of-way of Arkansas Highway 471; thence with said right-of-way North 205 feet; thence leaving said right-of-way West 275 feet; thence North 85 feet; thence East 275 feet to the West right-of-way of Arkansas Highway 471; thence with said right-of-way North 50 feet; thence leaving said right-of-way West 560 feet; thence South 340 feet; thence East 560 feet to the point of beginning and containing 3.83 acres more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from General Commercial District (C-2) to Large Product Retail Sales (C-6) for the purposes of that Zoning Ordinance would be more properly carried out by such

rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of the use of their property.

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

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

From General Commercial District (C-2) to Large Product Retail Sales District (C-6).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

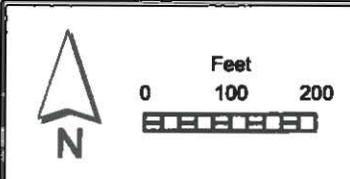
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

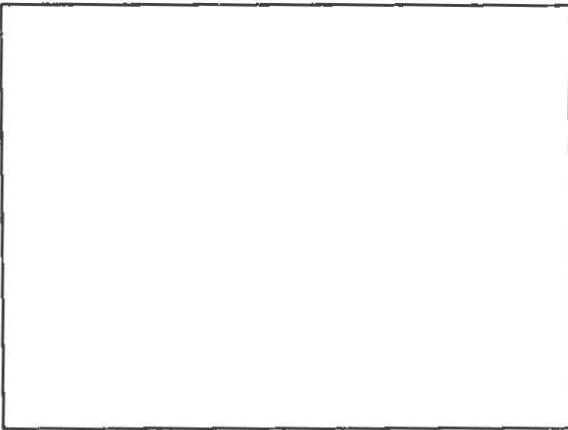


Ernest Cate, City Attorney



APPLICANT: RANDALL WEBB & RAMONA VOLKOTS
REZONING REQUEST:
C-2 TO C-6

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
7/1/2014



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) TO LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT (MF-4) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of July 1, 2014 for hearing the matter of a petition of Leisure Homes (Tom Embach) requesting that the following described tract of real estate be zoned from Low/Medium Density Single Family Residential District (SF-2) to Low/Medium Multi-family Residential District (MF-12) downgraded to Low Density Multi-family Residential District (MF-4).

Layman’s Description: 905 North Mill Street

Legal Description: Part of the NW/4 of the SW/4 of Section 36 Township 18 North Range 30 W, Washington County, Springdale, Arkansas, being more particularly described as follows: Commencing at the NW corner of said NW/4 of the NE/4, thence East 104.28 feet, thence S 13° 21' 07" W 97.94 feet to the point of beginning; thence S 89° 59' 21" E 227.16 feet; thence S 02° 23' 11" W 203.65 feet; thence N 86° 34' 47" W 263.97 feet; thence N 12° 08' 42" E 214.87 feet; the point of beginning, containing 1.16 acres more or less.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Low/Medium Density Single Family Residential District (SF-2) to Low/Medium Density Multi-family Residential District (MF-12) downgraded to Low Density Multi-family Residential District (MF-4) for the purposes of that Zoning Ordinance would be more properly carried out by such rezoning, and that unless granted, citizens of Springdale will suffer irreparable harm and damage, and will be substantially deprived of

the use of their property.

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

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

From Low/Medium Single Family Residential District (SF-2) to Low/Medium Multi-family Residential District (MF-12) downgraded to Low Density Multi-family Residential District (MF-4).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: LEISURE HOMES CORP
REZONING REQUEST:
SF-2 TO MF-12

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
7/1/2014

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
8862 CREST LANE AS SET FORTH IN ORDINANCE NO.
4030**

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

WHEREAS, the Planning Commission held a public hearing on July 1, 2014, on a request by Liv & Scott Thiede for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1).

WHEREAS, following the public hearing the Planning Commission by a vote of seven (7) yes and no (0) nays recommends that a conditional use be granted to Liv and Scott Thiede for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1) with the following conditions –

1. Must remain as a clean, quiet, non-obtrusive activity operated on a limited basis and incidental to the residence.
2. No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure.
3. No outside storage of materials required for the operation of the business
4. Operated only by the resident members of the household and not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.
5. Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.
6. Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.
7. Will not product any fumes, odors, noise or any other offensive effects that are not normal to residential activity.
8. Will not involve accessory buildings
9. Stock in trade not to exceed ten (10) percent of the floor area of the accessory use.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Liv and Scott Thiede for a Use Unit 28 (Home Occupation) in an Agricultural District (A-1) with the following conditions –

1. Must remain as a clean, quiet, non-obtrusive activity operated on a limited basis and incidental to the residence.
2. No alteration of the outside appearance of the residential structure or provision of a separate outside entrance for the business areas of the residential structure.
3. No outside storage of materials required for the operation of the business
4. Operated only by the resident members of the household and not have any employees, concessionaires or any other form of operator or helper whether such business is conducted on the premises or off the premises.
5. Requires the use of an area no greater than thirty (30) percent of the total heated living space of the residential structure.
6. Generates no traffic, parking, and sewage or water use in excess of what is normal in the residential neighborhood.
7. Will not product any fumes, odors, noise or any other offensive effects that are not normal to residential activity.
8. Will not involve accessory buildings
9. Stock in trade not to exceed ten (10) percent of the floor area of the accessory use.

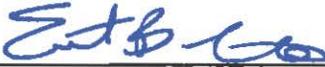
PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney

Scott & Liv Thiede

8862 Crest Lane



RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO SILVIO RAMIREZ IN CONNECTION WITH A SINGLE FAMILY DWELLING LOCATED AT 8985 CREST LANE

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

WHEREAS, the Planning Commission reviewed a request for waiver of street improvements to including drainage improvements related thereto, sidewalks in connection with Silvio Ramirez for a single family dwelling located at 8985 Crest Lane and the Planning Commission recommends approval of the waiver request.

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

Option 1: Grants a waiver of street improvements to Silvio Ramirez including drainage improvements related thereto, sidewalks in connection with a single family dwelling located at 8985 Crest Lane.

Option 2: Denies a waiver of street improvements to Silvio Ramirez including drainage improvements related thereto sidewalks and in connection with a single family dwelling located at 8985 Crest Lane

Option 3: Approves payment in lieu of improvements to Silvio Ramirez in connection with a single family dwelling located at 8985 Crest Lane with estimated cost to be submitted by the developer's engineer for confirmation by the Planning Department.

Option 4: Denies a waiver and allow a Bill of Assurance for a period not to exceed _____ years for street improvements to Silvio Ramirez including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with a single family dwelling located at 8985 Crest Lane.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

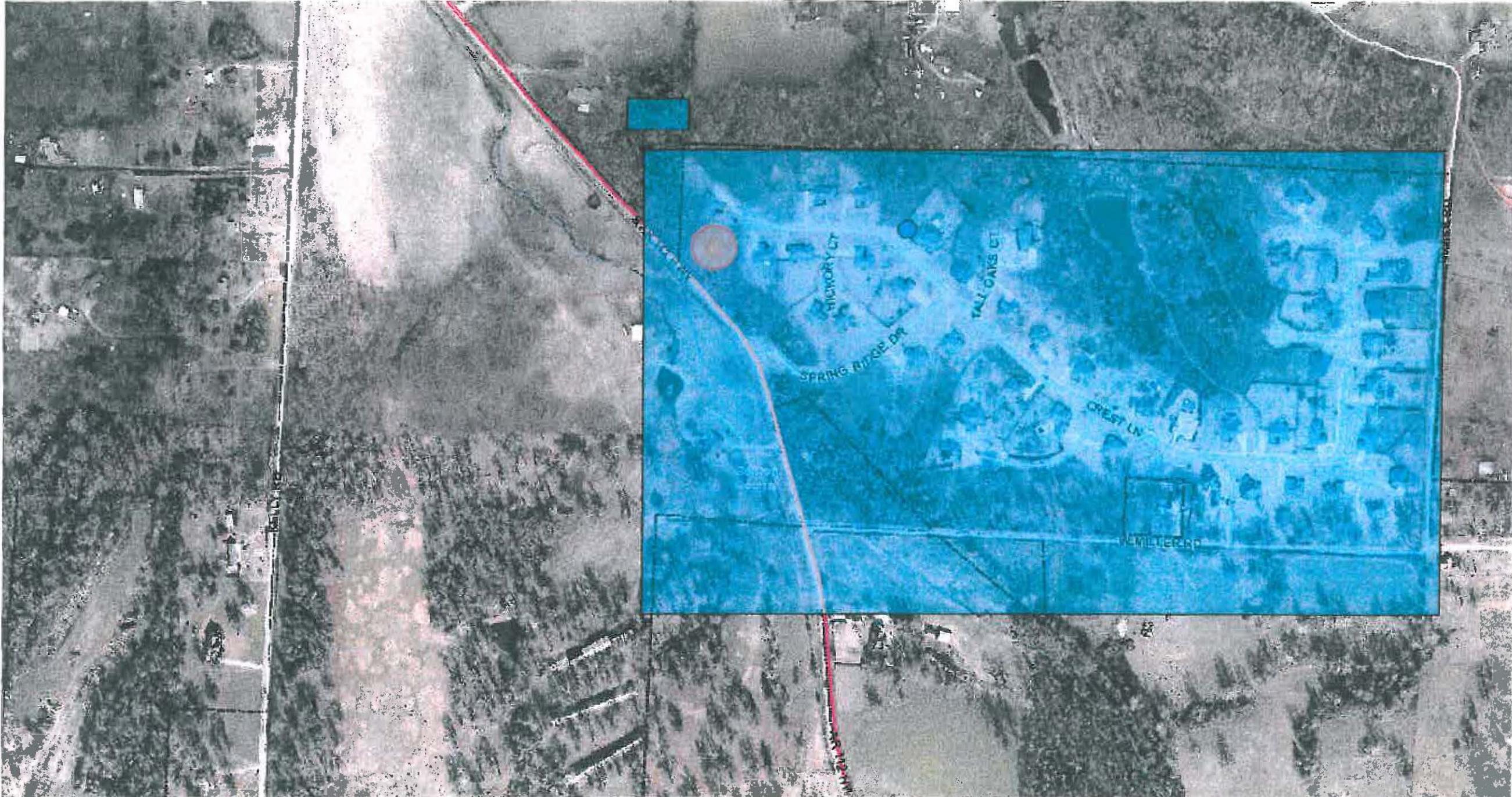
APPROVED AS TO FORM:



Ernest Cate, City Attorney

Silvio Ramirez

Waiver of sidewalk requirement



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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 14 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS.**

WHEREAS, Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas contains the regulations pertaining to animals;

WHEREAS, the City of Springdale is in need of revising its animal ordinance to more effectively deal with the costs associated with boarding, euthanizing, and spaying/neutering of animals;

WHEREAS, the City of Springdale is in need of revising its animal ordinance to more effectively deal with fowl being used for educational purposes in schools;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas.

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

Section 1: Section 14-1 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 14-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means all dogs, cats, cattle, horses and other equines, hogs, goats, rabbits, sheep, or wild mammals, reptiles, or fish that have been tamed, domesticated or captured.

Animal shelter means all pens, houses or fenced enclosures where animals are confined, such as, but not limited to, hutches, cotes, lofts, kennels, warrens, feed lots, barns, stables or other buildings or enclosures.

Bite means any actual or suspected abrasion, scratch, puncture, tear, bruise or piercing of the skin caused by any animal which is actually or is suspected of being contaminated or inoculated with the saliva from the animal, directly or indirectly, regardless of the health of the animal causing such bite.

Breeder means any person who maintains an unaltered (unsterilized) dog or cat and breeds such animal for any consideration or profit, fee, or compensation.

Cable run means a metal cable that is mounted aboveground at a designated height to two (2) stationary objects for the purpose of attaching a pulley system that moves from one end of the cable to the other and to which a dog is tied or secured by means of a rope, chain, or cable attached to the dog's collar or harness

Cat is any member of the feline family.

City means the City of Springdale, Arkansas.

Dog is any member of the canine or dog family.

Free-roaming cat means a cat that is not kept inside of a house, business or other legal occupancy structure or kept in a fenced area enclosed with a top and containing a shelter. A cat that is allowed to go outside of such structure or fenced area is considered a free-roaming cat.

Fowl means all animals that are included in the zoological class Aves.

Habitual Animal Offender means any animal owner or harbinger, who within any twelve-month period, is charged with three violations, arising out of separate incidents of this title which pertains to animals from which conviction, guilty plea, no contest plea, deferred judgment, or plea bargain results. The controlling date is the date of each animal ordinance violation, not the date of the plea entered, or the conviction resulting therefrom.

Harboring means allowing any animal to habitually remain or lodge or to be fed within a home, store, yard, enclosure or place of business of any other premises in which a person resides or controls, which shall be considered as keeping and harboring such animal.

Inhumane treatment means any treatment of any animal which deprives the animal of necessary sustenance, including food, water and protection from weather, or any treatment of any animal such as overloading, overworking, tormenting, beating, mutilating or teasing, abandoning, or other abnormal treatment as may be determined by the animal control officer.

Potentially Dangerous Animal means, regardless of breed:

- 1) any dog or other animal that has shown a propensity, tendency, or disposition to attack without provocation and is able or likely to inflict injury to another person or animal; or
- 2) without justification, behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death; or
- 3) without provocation, threatens to attack a person or domestic animal; or
- 4) approaches a person or domestic animal on a street, sidewalk or public or private property in a menacing fashion such as would put a reasonable person in fear of attack.

Running at large (to run at large) means not confined on the premises of the owner within a fenced enclosure or animal shelter or under the control of a person, either by lead, cord, leash, rope or chain; provided, further, that an animal may be considered confined if on a lead, rope or chain which is securely fastened or picketed in a manner which is sufficient to keep the animal on the premises. Running at large shall also include an animal not properly confined in a motor vehicle (for example, pick-up truck beds).

Swivel means pivoting hardware that can be used in a trolley system to attach a cable run to a tether or a tether to a dog's collar or harness in order to minimize twisting and tangling of the tether

Tether means a rope, chain, or cable that is attached to a dog's collar or harness for purposes of restraining the dog

Trolley system means a method of restraining a dog which utilizes a cable run, swivel and tether attached to a dog's collar or harness.

Vaccination means an injection of any vaccine for rabies approved by the state veterinarian and administered by a licensed veterinarian or the person authorized by law to administer such vaccine.

Veterinarian means a doctor of veterinary medicine licensed by the state.

Vicious dog or vicious animal means, regardless of breed, any dog or other animal that has bitten or attempted to bite any person, or caused serious injury to another domestic animal or livestock without provocation and is able or likely to inflict injury to another person.

Section 2: Section 14-2 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 14-2. Penalty.

- (a) Unless otherwise stated, any person who shall be convicted of violating any provision of this chapter shall be subject to the provisions of section 1-9 of the Springdale Code of Ordinances. Each day that a violation of this chapter occurs shall constitute a separate offense and shall be punishable as a separate violation.
- (b) In addition to any fine imposed, in the case of a vicious dog or other vicious animal, or a wild animal or reptile, or potentially dangerous animal, the court may order the animal or reptile removed from the city or euthanized.
- (c) Any person found guilty of harboring a vicious dog or other vicious animal, or of harboring or keeping a wild animal in the city, or harboring a potentially dangerous animal in violation of section 14-39, shall pay all reasonable expenses associated with housing, removal, or euthanizing that animal or reptile, including shelter, food, and veterinarian expenses, if any.
- (d) Penalty, running at large. Conviction for running at large in violation of this section shall result in a fine as follows:

~~(1) For a sterilized dog:~~

- ~~(1)a.~~ The first conviction within a three-year period shall result in a minimum \$50.00 fine.
- ~~(2)b.~~ The second conviction within a three-year period shall result in a minimum \$75.00 fine.
- ~~(3)e.~~ The third and each subsequent conviction within a three-year period shall result in a minimum \$100.00 fine.

~~(2) For an unsterilized dog:~~

- ~~a.~~ The first conviction within a three-year period shall result in a minimum \$150.00 fine, unless by time of sentencing for the violation, proof of sterilization of the animal has been produced, in which case the fine structure applicable to sterilized dogs in subsection (d)(1) herein shall apply.
- ~~b.~~ The second and each subsequent conviction within a three-year period shall result in a minimum \$250.00 fine, unless by time of sentencing for the violation, proof of sterilization of the animal has been produced, in which case the fine structure applicable to sterilized dogs in subsection (d)(1) herein shall apply.

~~e. The fine structure applicable to sterilized dogs in subsection (d)(1) herein shall also apply to unsterilized dogs too elderly or infirm to breed, as previously certified in writing as such at the time of the dog's rabies vaccination by a veterinarian licensed to practice within the state.~~

(34) Deposit of funds.

- a. ~~The difference in the fine assessed for unsterilized animals running at large pursuant to subsection 14-2(d)(2) shall be deposited into a fund established for the city's low cost spay and neuter efforts.~~
- b. The animal shelter manager shall be responsible for establishing procedures and guidelines for the utilization of the abovementioned fund.

Section 3: Section 14-66 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 14-66. Fees charged by Springdale Animal Services.

The fees charged by Springdale Animal Services are set out herein, and are subject to change by duly authorized resolution passed by the Springdale City Council. Pre-payment of sterilization by a veterinarian of adopters choice is required. The fees are as follows:

- Adoption of animal\$40.00
includes rabies voucher and microchip
- Rabies voucher10.00
(free with adoptions)
- Impoundment fee redemption \$15.00 per day:
~~Initial10.00~~
~~Each additional day7.00~~
- Incinerator disposal fee35.00
- Out of city limit drop (per animal)50.00
- Deposit on cat traps20.00
- Rabies observation fee (per day, pre-payment required)20.00
- Microchip and registration fee(free with adoptions)
- Dog or cat\$20.00
(register and microchip)
- Dog or catFree
(registration only, already microchipped)
- Euthanasia fee (per court order).....\$75.00

Section 4: All other provisions of Chapter 14 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

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

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE APPROVING A 5 YEAR EXTENSION OF, AND AN AMENDMENT TO, A SANITATION SERVICE CONTRACT WITH SUNRAY SERVICES, INC. (now WASTE MANAGEMENT OF ARKANSAS, INC.), FOR THE PROVISION OF COLLECTION, RECYCLING, COMPOSTING, TRANSFER AND DISPOSAL OF SOLID WASTE; DECLARING THE EXISTENCE OF EXCEPTIONAL CIRCUMSTANCES MAKING THE COMPETITIVE BIDDING PROCEDURE NOT FEASIBLE OR PRACTICAL; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY.

WHEREAS, on December 12, 1995, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2442 authorizing a sanitation service contract with Sunray Services, Inc., for the provision of collection, recycling, composting, transfer, and disposal of solid waste ("the Contract");

WHEREAS, on March 10, 1998, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 2811 authorizing a ten (10) year extension of the Contract with Sunray Services, Inc., extending the term of the Contract until December 31, 2010;

WHEREAS, on February 9, 2010, the City Council of the City of Springdale, Arkansas, passed Ordinance No. 4395 authorizing a five (5) year extension of the Contract with Sunray Services, Inc., extending the term of the contract until 2015;

WHEREAS, the Contract was originally executed on December 12, 1995, and was amended by Resolution No. 54-07 on March 13, 2007, and by Ordinance No. 4395 on February 9, 2010;

WHEREAS, the City Council desires to ensure that citizens of the City of Springdale, Arkansas, continue to have the proper collection, recycling, composting, transfer, and disposal of solid waste at a reasonable and fair price;

WHEREAS, the City of Springdale also desires to make sure that all federal, state and local laws and regulations are complied with, and further recognizes the limited number of landfills in the area;

WHEREAS, Waste Management of Arkansas, Inc., is the successor to Sunray Services, Inc.;

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

Section 1: The terms and conditions of a contract with Sunray Services, Inc. (now Waste Management of Arkansas, Inc.), for the provisions of collecting, recycling, composting, transfer, and disposal of solid waste, incorporated herein, is hereby approved by the City Council of the City of Springdale, Arkansas, to be extended for an additional five (5) year term as provided in the attached "Third Amendment to Sanitation Service Contract";

Section 2: All terms and conditions set out in the contract, as amended by Resolution No. 54-07, and by Ordinance No. 4395, and as amended by the attached "Third Amendment to Sanitation Service Contract", all of which are incorporated herein by reference, shall continue during the five (5) year extension, and the Mayor is authorized to sign such agreement on behalf of the City;

Section 3: The City Council for the City of Springdale, Arkansas deems there to exist exceptional circumstances in that the City, from prior experience, finds that Waste Management of Arkansas, Inc., has the knowledge, skill, resources, and experience to perform the contracted

service in a thorough, competent, and efficient manner, at a fair and reasonable price, and it is deemed by the City Council that such agreement is in the best interest of the citizens of Springdale, Arkansas; further, the City Council finds that the City is already doing business with Waste Management of Arkansas, Inc., and the City Council is aware of no other person or entity located or situated so as to provide the same services which are the subject of the attached contract; further, Waste Management of Arkansas, Inc., owns and operates a Class I and Class IV landfill in Tontitown, Arkansas, as well as other Class I and Class IV landfills in Arkansas and Kansas; and Waste Management of Arkansas, Inc., is in the best position to ensure payment of all solid waste collection, recycling, composting, transfer, and disposal fees to the State of Arkansas, including but not limited to all post-closure trust fund fees, disposal fees, and recycling fees required pursuant to Arkansas Act 747, 754, and 755 of 1991, and Arkansas Act 1127 of 1993 and any and all other existing and future fees and operating requirements by United States, Arkansas, and local laws, ordinances, and regulations including but not limited to the Resource Conservation and Recovery Act of 1976, as amended.

Section 4: For the reasons set out herein, the City Council for the City of Springdale, Arkansas, deems it unfeasible and/or impractical to submit this matter for a competitive bidding procedure and deems it in the best interest of the citizens and residents of the City of Springdale, Arkansas, to forego such competitive bidding requirements.

Section 5: Ark. Code Ann. §14-58-104(b), allows the City of Springdale, Arkansas, as a first class city, to renew or extend the term of an existing contract without soliciting bids.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest B. Cate, City Attorney

THIRD AMENDMENT TO SANITATION SERVICE CONTRACT

This Third Amendment to Sanitation Service Contract (hereafter "Amendment") is entered into this ____ day of _____, 2014, by and between the City of Springdale, Arkansas (the "City") and Waste Management of Arkansas, Inc. (the "Contractor").

RECITALS

WHEREAS, pursuant to Ordinance No. 2442 and Ordinance No. 2811, the City is a party to a Sanitation Services Contract dated December 12, 1995 with Sunray Services, Inc. for the purposes of collection, recycling, transfer and disposal of primarily residential solid waste for the City, as amended on March 13, 2007 and March 26, 2010 (the "Contract");

WHEREAS, as a matter of Arkansas law due to a statutory merger in 1998, Waste Management of Arkansas, Inc., the Contractor, is the successor-in-interest to Sunray Services, Inc.;

WHEREAS, the parties desire to make certain amendments to the Contract, and

NOW, THEREFORE, in consideration of the above Recitals and Terms and Conditions below, all of which constitute good and valuable consideration, the said Contract is amended as follows:

TERMS AND CONDITIONS

1. The City and Contractor agree that the "Effective Date" of this Amendment shall mean the date that the 96-gallon recycle polycarts are delivered by Contractor to the 19,000 residential housing units.
2. The City and Contractor agree to extend the term of the Contract for five years from the Effective Date.
3. The City and Contractor agree to restate the terms of Paragraph 3(b) as follows:

3.(b) Contractor shall charge residential customers for residential curbside household waste collection and residential curbside recyclable material at the rate of \$14.01 per month for each residential housing unit for the first twelve (12) months after the Effective Date.

Contractor will begin providing citywide residential every-other-week recycling services on March 1, 2015 or within 60 days of the date that this Amendment is signed by both the City and Contractor.

Contractor will provide Household Waste Bags [Yellow Bags] for Senior Citizens [65 years or older] as a part of the residential curbside waste collection program. Qualifying citizens will be required to purchase packages of ten bags at \$2.50 per bag plus sales tax. As a part of the residential curbside recyclable materials collection program, the Yellow Bag customers will be provided a 96-gallon recycle polycart, and will be charged \$2.47 per month on their Springdale Water Utilities bill.

Contractor will provide Yard Waste Bags [Green Bags] to all residential customers as a part of the residential curbside household waste collection program. Citizens using this program will be required to purchase a minimum of one roll of 30 bags at a price of \$31.20 with no sales tax required.

4. The City and Contractor agree to modify the terms of Paragraphs 4(a) and 4(b) as set forth in the Contract and First Amendment as follows:
 - (a) At twelve months from the Effective Date of this Amendment and annually thereafter, the fees or compensation shall be increased by the percentage amount equal to the net percentage change in the Consumer Price Index (CPI-U – Garbage and Trash) published by the U. S. Department of Labor Statistics, for the Southern Region of the United States during the immediately preceding January 1 to December 31 calendar year.
5. Nothing contained herein shall be deemed to amend or modify the Contract or the prior Amendments dated March 13, 2007, and March 26, 2010, except as expressly set forth herein. In the event of a conflict between the terms of the Contract and this Amendment, the terms of this Amendment shall control.
6. Waste Management will provide fifteen (15) Solar-powered compactors to the City of Springdale.
7. Waste Management will raze all structures and clean the Waste Management owned property located at the corner of Old Missouri and Emma in Springdale, Arkansas.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CITY:

CONTRACTOR:

CITY OF SPRINGDALE, ARKANSAS

WASTE MANAGEMENT OF ARKANSAS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR MUTUAL AID BETWEEN THE SPRINGDALE FIRE DEPARTMENT AND THE TONTITOWN FIRE DEPARTMENT.

WHEREAS, the City of Springdale and the City of Tontitown both staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, the City of Springdale and the City of Tontitown, in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each entity may render mutual aid to each other for certain defined incidents; and

WHEREAS, the City of Springdale and the City of Tontitown wish to enter into an agreement to memorialize their agreement to provide mutual aid, and to set forth the terms and conditions of providing mutual aid;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor and City Clerk are hereby authorized to execute a Mutual Aid Fire Services Agreement with the City of Tontitown, a copy of which is attached to this Resolution.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
PURCHASE OF TWO FIRE ENGINES AND
EXTRICATION EQUIPMENT**

WHEREAS, the City of Springdale Fire Department needs to replace two fire engines that are close to the end of their useful life and are not dependable, and

WHEREAS, the Fire Department is also in need of additional extrication equipment as listed on the attachment hereto, and

WHEREAS, there is a substantial savings if payment for the fire engines is made at the time they are ordered, and

WHEREAS, the City Council desires that funds from the Fire Bond Issue be appropriated for the purchase to these two fire engines and the extrication equipment;

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

Section 1: the expenditure of \$875,000.00 of funds from the 2012 Fire Department Bond Construction Fund to purchase extrication equipment and two fire engines is hereby approved.

Section 2. the Mayor is authorized to make payment for the fire engines at the time of placing the order.

PASSED AND APPROVED this 22nd day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

From: Mike Irwin <mirwin@springdalear.gov>
Sent: Tuesday, July 15, 2014 10:10 AM
To: Sprouse, Doug; Wyman Morgan
Subject: Engine and Extrication request!
Attachments: scans.pdf

Mayor Sprouse and Wyman;

We would like to request permission to purchase two of the Pierce Engines and the extrication equipment that I forwarded to Wyman yesterday. I was wondering if you would mind adding it the committee agenda for Monday night and the council meeting on Tuesday??? I know it is moving forward quickly, but with our current apparatus issues, and the fact that we are probably still 8-9 months out once ordered to receive the units, I feel it is imperative that we move forward.

Price Requests:

Engine 1 replacement- \$393,489 if prepaid Engine 2 replacement- \$393,489 if prepaid Extrication equipment-\$80,174 + tax

Total request with tax would be \$875,000

I have also attached the information to this email if you would like to share with the Council. Thank you for your consideration.

Respectfully,
Mike Irwin
Chief
Springdale Fire Department
417 Holcomb St.
PO Box 1521
Springdale, AR 72765
Office: 479-751-4510
Cell: 479-799-9091
mirwin@SpringdaleAR.gov

"Whether you think you can, or think you can't, you are right." Henry Ford This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

-----Original Message-----

From: donotreply@springdale.gov [mailto:donotreply@springdale.gov]
Sent: Tuesday, July 15, 2014 10:10 AM
To: Michael Irwin

PRECISION RESCUE

5667 Bear Valley Lane
Harrison, Arkansas 72601
(870) 715-2191



Springdale Fire Dept
Amkus/Paratech quote
12/30/2013

Invoice Date
Invoice #

Item	Serial #	Description	No Item	Price/ Unit	Total
Power unit		GH2B-MCH mini simo w/boost mono couplers on both ports	2	7875.00	15,750.00
Cutter		AMK-22 #208,000 cutting force w/rotating handle, mono coupler	2	5650.00	11,300.00
		AMK-25E speedway cutter w/mono coupler	2	3310.00	6,620.00
Spreader		AMK-30CRT 32" w/extended reach capability, mono coupler	2	5790.00	11,590.00
Ram		AMK-30R 30" mono coupler	2	1980.00	3,960.00
		AMK-60R 60" mono coupler	2	2230.00	4,460.00
Tips		Extended reach tips for spreader	4	410.00	1,640.00
Chains		Quick adj chain pkg for spreader	2	750.00	1,500.00
Hose		30' extension hose mono couplers both ends	6	930.00	5,580.00

Thank you for allowing us to be of service.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
OREN LARUE, JR., AND LORENE LARUE, HUSBAND
AND WIFE, ARE DEFENDANTS.**

WHEREAS, the City of Springdale filed a lawsuit against Oren Larue, Jr., and Lorene Larue, Husband and Wife, to condemn a tract of land for the 56th Street Widening Project No. 12BPS4;

WHEREAS, the City of Springdale deposited the sum of \$23,000.00 into the Registry of the Court as estimated just compensation for the Larues' property;

WHEREAS, the Larues have extended an offer to settle the condemnation lawsuit for the total sum of \$31,853.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$8,853.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Larue condemnation lawsuit for the total sum of \$31,853.00.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ATTORNEY
TO SETTLE A CONDEMNATION LAWSUIT WHEREIN
VICTORY CHURCH NWA, INC., IS DEFENDANT.**

WHEREAS, the City of Springdale filed a lawsuit against Victory Church NWA, Inc., to condemn a tract of land for the 56th Street Widening Project No. 12BPS4;

WHEREAS, the City of Springdale deposited the sum of \$96,600.00 into the Registry of the Court as estimated just compensation for Victory Church's property;

WHEREAS, Victory Church has extended an offer to settle the condemnation lawsuit for the total sum of \$253,672.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$157,072.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Victory Church condemnation lawsuit for the total sum of \$253,672.00.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO SETTLE A CONDEMNATION LAWSUIT WHEREIN THE ROCK OF NORTHWEST ARKANSAS IS DEFENDANT.

WHEREAS, the City of Springdale filed a lawsuit against the Rock of Northwest Arkansas, to condemn a tract of land for the I-540/Don Tyson Parkway Interchange Project, AHTD Project No. 040527, Tracts 12A and 12B;

WHEREAS, the City of Springdale deposited the sum of \$57,000.00 into the Registry of the Court as estimated just compensation for the Rock's property;

WHEREAS, the Rock has extended an offer to settle the condemnation lawsuit for the total sum of \$243,240.00;

WHEREAS, it is the recommendation of the City Attorney that the City Council approve the additional sum of \$186,240.00 to settle this lawsuit, as this amount is reasonable, is justified, and will avoid the cost, expense, and risk of a trial;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the City Attorney is hereby authorized to settle the Rock of Northwest Arkansas condemnation lawsuit for the total sum of \$243,240.00.

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

City of Springdale v. The Rock of NWA
Case No. CV 2012-3109-5

Date of Taking: 12/27/2012
Deposit: \$57,000 (\$1.40 per s/f, \$747,000 for entire property)
Size before taking: 12.25 acres
Area of taking: 40,540 s/f (approximately .93 acre)
Size After taking: 11.32 acres
Severance Damages: Yes
Landowners' Appraisals: Thurman: \$4,900,000 (\$9.18 s/f) Carlson: \$3,200,000 (\$6.00 s/f)

Facts: The Rock of NWA, a church, purchased this property in 2004 before the rapid growth of the real estate market. The church planned to build a sanctuary on the North portion of the property and to split off and sell the South portion for commercial development. The church applied for, and received, a lot split from the City to effectuate this plan. As you can see from the attached survey, the platted lots allowed for two access roads off of Dearing road to the property. These roads allowed for the full development of the entire 12.25 acres. The taking in this case removed all street access to the property. In order to prevent the property from being completely inaccessible, the Highway Department required the construction of a small drive off of Dearing that ends in a cul-de-sac at this property. The design plans for this cul-de-sac are attached. The small road intersects Dearing at some distance from the property, and greatly reduced the visibility of the property from Dearing Road. The attached picture shows the entire street frontage for the remaining 11 acres.

As a result of this taking, the property only has about 90' of access in the curved section of the cul-de-sac for the entire 12.25 acres. This made it impossible for the church to move forward with its prior development plans (as depicted in the Lot Split) and will significantly impact the size of any commercial development on the property for any buyer. A site visit will clearly demonstrate the access problems with this property.

Before suit was filed, The Rock of NWA obtained an appraisal from Ted Thurman that showed a "before" property value of \$4,900,000. In anticipation of trial, the attorney for The Rock of NWA obtained a second appraisal of the property from Glen Carlson that determined a value of \$3,200,000.

Tom Reed's appraisal did not use any commercial comparable sales, even though his own report indicates the commercial "highest and best use" of this property. He used inferior comparable sales, of P-1, R-O, and R-A properties without highway frontage, which predictably show lower values. None of his comparable sales were along I-540. This is significant in that his report recognizes that I-540 is the primary north-south transportation route for the entire region. Sale values along other roads are much lower. He failed to consider the existing Lot Split and development plans for the property and made no evaluation of severance damages.

Severance damages: Severance damages on undeveloped property are admittedly difficult to evaluate. However, it is clear that the "after" access to the property is inferior to that in the

"before" condition when it had over 170' feet of frontage on Dearing and two existing 50' ingress easements that served the entire property. The "after" access is from a small corner that does not have street frontage or visibility and is only 92' wide, which is less than the minimum required for even a residential lot.

Carlson estimated the severance damages to the remaining property at 25%. This may seem high at first glance, but it is only a reduction of value from \$6.00 per s/f to \$4.50 per s/f.

Attached is a summary of an appraisal prepared by Tom Rife, who is the review appraiser on this project. As you can see in the attached appraisal, he found 100% severance damages to a remaining property in a similar case. In that case, as in this one, the taking limited the property owner's access to the remaining property which caused the inability to fully develop the land. In that case, the Arkansas Highway Department found \$0 in severance damages and offered about \$485,300 in just compensation. The landowner offered to settle with the Arkansas Highway Department for \$750,000, which was refused. The jury ultimately awarded \$1,961,606, and when interest was added, the Department paid approximately \$2,217,700 in total compensation.

Exposure at trial:

We believe that the jury will award something between \$6.00 per s/f and \$9.18 per s/f for the land taken. Without considering severance damages, this amounts to \$244,240 to \$367,730 in compensation. If the jury awards the full 25% severance damages, that would result in an additional judgment amount of \$742,000 to \$1,135,000. The Rock of NWA will also be entitled to interest, attorney's fees, and costs, which are likely to exceed six figures.

Settlement offer: The Rock of NWA is willing to settle for the \$6.00 per s/f valuation determined by Carlson which equals \$240,000 for the land taken and forgo its claim for severance damages, if the City will pay the full valuation for the land taken.

Potential Exposure: \$1,600,000+

Settlement offer: \$243,240

City = \$57,000

* Previous offer to settle was \$610,000

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
CONSTRUCTION CONTRACT FOR THE SE PARK
PROJECT (12BPP1) AND ESTABLISHING THE BUDGET
FOR SAID PROJECT**

WHEREAS, sealed competitive construction bids were received and opened for the SE Park Project on May 30, 2014;

WHEREAS, the low bid of \$13,612,631.90 submitted by Milestone Construction Company, Inc. exceeded the funds available to construct the project;

WHEREAS, deductive alternate number 1 was accepted with the bid which brought the total to \$12,901,817.74;

WHEREAS, the total including deductive alternate number one exceeded the amount of fund available to construct the project;

WHEREAS, the City began negotiations with Milestone Construction Company, Inc. to establish a budget that is within the funding available and those negotiations yielded a revised construction plan and budget;

WHEREAS, it is necessary to formally establish a budget for this project, said budget to be as follows:

Land Acquisition	1,451,762.00
Design Engineering	905,986.55
Construction Engineering	431,743.27
Construction (Bid Amount)	10,793,581.84
Construction Contingency (4.5%)	485,711.18
Material Testing Services (Estimated)	35,000.00
Playground/Splash Pad Allowance	600,000.00
Utility Relocation	85,000.00
Park Maintenance Equipment	150,000.00
<u>Miscellaneous (permit fees; adv., etc...)</u>	<u>2,500.00</u>
Total	14,941,284.84
Previously Expended	1,846,545.34
Donation	500,000.00
Total Funding Remaining	\$12,594,739.50

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

- 1) The Mayor and City Clerk are hereby authorized to execute a construction contract with Milestone Construction Company, Inc. in the amount of \$10,793,581.84.
- 2) The total project cost shall not exceed \$14,941,284.84 without Council approval.

PASSED AND APPROVED this _____ day of July, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



July 16, 2014

Mr. Alan Pugh, P.E.
Springdale Planning Division
201 Spring St.
Springdale, Arkansas 72762

RE: Letter of Recommendation
Southeast Park Improvements
Springdale, AR
12BPP1

Dear Mr. Pugh:

Milestone Construction Company, LLC was the Low Bidder for the above referenced project with the Bids received on May 30, 2014. Their initial price has been negotiated down to \$10,793,581.84. See attached Revised Schedule of Bids.

Bid Schedule "A"	= \$11,118,251.74
Bid Schedule "B"	= \$ 376,690.90
<u>Deductive Alternative No. 1</u>	<u>= (\$ 701,360.80)</u>
Total Contract Amount	= \$10,793,581.84

We are familiar with Milestone Construction Company, LLC and know them to be qualified and experienced to perform the work covered under this contract.

Please do not hesitate to contact our office if you have any questions or require additional information.

Sincerely,

Jason Appel, P.E.
Project Engineer

Enclosures



Jerry W. Martin, PE.
Chairman of the Board

Philip C. Humbard, PE., RLS.
President

Brian J. Moore, PE.
Vice President

Tim J. Mays, PE.
Secretary / Treasurer

Consulting Engineers and Surveyors

www.engineeringservices.com

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
1	511	1	LS	Mobilization furnished for <u>Twenty Two Thousand One Hundred</u> dollars and <u>No</u> cents.	\$22,100.00	\$22,100.00
2	SP1 & 201	1	LS	Site Preparation furnished and installed for <u>One Hundred Forty Five Thousand Eight Hundred</u> dollars and <u>Sixty</u> <u>No</u> cents.	\$145,860.00	\$145,860.00
3	SP2	4	EA	Synthetic Turf Baseball Field furnished and installed for <u>Two Hundred Ninety Nine Thousand Seven</u> dollars and <u>Hundred Thirty One</u> <u>Thirty</u> cents each.	\$299,731.30	\$1,198,925.20
4	SP5	4	EA	Portable Pitcher's Mound furnished and installed for <u>Two Thousand Six Hundred Fourteen</u> dollars and <u>Fifty</u> cents each.	\$2,614.50	\$10,458.00
5	SP6	8	EA	Baseball Dugout furnished and installed for <u>Twenty Two Thousand Five Hundred Forty Eight</u> dollars and <u>Thirty</u> cents each.	\$22,548.30	\$180,386.40
6	SP7	4	EA	Baseball Amenities furnished and installed for <u>Two Thousand Five Hundred Thirteen</u> dollars and <u>Ninety</u> cents each.	\$2,513.90	\$10,055.60
7	SP8	8	EA	Baseball Foul Poles furnished and installed for <u>Nine Hundred Seventy Four</u> dollars and <u>Seventy</u> cents each.	\$974.70	\$7,797.60

TOTAL AMOUNT BID SCHEDULE "A" PAGE 1

\$1,575,582.80

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
8	SP9	8	EA	Baseball Bleachers furnished and installed for <u>Eleven Thousand Three Hundred Seventy Six</u> dollars and <u>No</u> cents each.	\$11,376.00	\$91,008.00
9	SP10	8	EA	Baseball Bleachers Shade Cover furnished and installed for <u>Eleven Thousand Three Hundred Forty Seven</u> dollars and <u>Fifty</u> cents each.	\$11,347.50	\$90,780.00
10	SP11	2,685	LF	Baseball Field Fencing (4' PVC Coated) furnished and installed for <u>Fourteen</u> dollars and <u>Seventy</u> cents per lineal foot.	\$14.70	\$39,469.50
11	SP12	1,520	LF	Baseball Field Fencing (8' PVC Coated) furnished and installed for <u>Twenty Four</u> dollars and <u>Sixty</u> cents per lineal foot.	\$24.60	\$37,392.00
12	SP13	4	EA	Baseball Backstop System furnished and installed for <u>Twenty Thousand Three Hundred Twenty Three</u> dollars and <u>Fifty</u> cents each.	\$20,323.50	\$81,294.00
13	SP14	1	LS	Baseball Batting Cages furnished and installed for <u>Thirty Nine Thousand Five Hundred Thirty One</u> dollars and <u>Forty</u> cents.	\$39,531.40	\$39,531.40
14	SP15	4	EA	Baseball Scoring Table furnished and installed for <u>Ten Thousand One Hundred Sixty Six</u> dollars and <u>No</u> cents each.	\$10,166.00	\$40,664.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 2

\$420,138.90

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
15	SP16	16	EA	Baseball Team Bench furnished and installed for <u>Seven Hundred Nine</u> dollars and <u>Seventy</u> cents each.	\$709.70	\$11,355.20
16	SP17	8	EA	Baseball Drinking Fountain furnished and installed for <u>Three Thousand Ninety Four</u> dollars and <u>No</u> cents each.	\$3,094.00	\$24,752.00
17	SP18	4	EA	Baseball Scoreboard furnished and installed for <u>Seven Thousand Seven Hundred Seven</u> dollars and <u>Forty</u> cents each.	\$7,707.40	\$30,829.60
18	SP19	0	LS	Baseball Storage Building (Prototype #8) furnished and installed for <u>One Hundred Twenty Three Thousand Two Hundred Fifty Two</u> dollars and <u>Ninety</u> cents.	\$123,252.90	\$0.00
19	SP20	1	LS	Baseball Concession Stand/Restrooms (Prototype #6) furnished and installed for <u>Three Hundred Eighty Seven Thousand Two Hundred Ninety Two</u> dollars and <u>Eighty</u> cents.	\$387,292.80	\$387,292.80
20	SP21, 201, & 202	40,000	SY	Bermuda Grass Sprigged Soccer Field furnished and installed for <u>Three</u> dollars and <u>Forty</u> cents per square yard.	\$3.40	\$136,000.00
21	SP22	12	EA	Soccer Goals furnished and installed for <u>Three Thousand One Hundred Sixteen</u> dollars and <u>Ten</u> cents each.	\$3,116.10	\$37,393.20

TOTAL AMOUNT BID SCHEDULE "A" PAGE 3

\$627,622.80

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
22	SP23	6	EA	Soccer Bleachers furnished and installed for <u>Two Thousand Nine Hundred Sixty Nine</u> dollars and <u>Forty</u> cents each.	\$2,969.40	\$17,816.40
23	SP24	0	EA	Soccer Scoreboard furnished and installed for <u>Fourteen Thousand Five Hundred Ninety Four</u> dollars and <u>Fifty</u> cents each.	\$14,594.50	\$0.00
24	SP25	0	LF	Soccer Field Fencing (4' PVC Coated) furnished and installed for <u>Fourteen</u> dollars and <u>Seventy</u> cents per lineal foot.	\$14.70	\$0.00
25	SP26	0	LF	Soccer Field Fencing (6' PVC Coated) furnished and installed for <u>Seventeen</u> dollars and <u>Ninety</u> cents per lineal foot.	\$17.90	\$0.00
26	SP27, 201, & 202	0	LF	Soccer Field Fencing (10' PVC Coated) furnished and installed for <u>Thirty</u> dollars and <u>Seventy</u> cents per lineal foot.	\$30.70	\$0.00
27	SP28, 201, & 202	6,400	SY	Bermuda Grass Sprigged Football Field furnished and installed for <u>Three</u> dollars and <u>Forty</u> cents per square yard.	\$3.40	\$21,760.00
28	SP29	0	LF	Football Field Fencing furnished and installed for <u>Fourteen</u> dollars and <u>Seventy</u> cents per lineal foot.	\$14.70	\$0.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 4

\$39,576.40

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
29	SP30	2	EA	Football Goalposts furnished and installed for <u>Six Thousand Twenty Nine</u> dollars and <u>Fifty</u> cents each.	\$6,029.50	\$12,059.00
30	SP31	1	LS	Football Field Equipment furnished for <u>Eight Hundred Eighty Four</u> dollars and <u>No</u> cents.	\$884.00	\$884.00
31	SP32	2	EA	Football Bleachers furnished and installed for <u>Twenty Nine Thousand Six Hundred Thirty Seven</u> dollars and <u>Eighty</u> cents each.	\$29,637.80	\$59,275.60
32	SP33	4	EA	Football Team Bench furnished and installed for <u>One Thousand Two Hundred Forty Three</u> dollars and <u>Twenty</u> cents each.	\$1,243.20	\$4,972.80
33	SP34	1	LS	Football Scoreboard furnished and installed for <u>Fifteen Thousand Six Hundred Fifty Four</u> dollars and <u>Eighty</u> cents.	\$15,654.80	\$15,654.80
34	SP35	0	LS	Football Pressbox (Prototype #5) furnished and installed for <u>One Hundred Ten Thousand Seven Hundred Eight</u> dollars and <u>Seventy</u> cents.	\$110,708.70	\$0.00
35	SP36, 203, 401, 403, & 501	0	LS	Asphalt Running Track with Resilient Surface furnished and installed for <u>Two Hundred Twenty Three Thousand Eight Hundred Forty Seven</u> <u>Ten</u> cents.	\$223,847.10	\$0.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 5

\$92,846.20

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
36	SP37	1	LS	Tennis Courts furnished and installed for <u>One Hundred Seventy Four Thousand Six Hundred Two</u> dollars and <u>Eighty</u> cents .	\$174,602.80	\$174,602.80
37	SP38	560	LF	Tennis Courts Fencing furnished and installed for <u>Thirty Four</u> dollars and <u>No</u> cents per lineal foot.	\$34.00	\$19,040.00
38	SP39	1	LS	Field Lighting System furnished and installed for <u>One Million One Hundred Forty Thousand Forty Two</u> dollars and <u>Fifty</u> cents.	\$1,140,042.50	\$1,140,042.50
39	SP40	1	LS	Playground #4 Concrete Pad furnished and installed for <u>Six Thousand Six Hundred Two</u> dollars and <u>Ninety</u> cents.	\$6,602.90	\$6,602.90
40	SP42	1	LS	Soccer Field Irrigation System furnished and installed for <u>Sixty Five Thousand One Hundred Ninety Five</u> dollars and <u>No</u> cents.	\$65,195.00	\$65,195.00
41	SP43	1	LS	Football Field Irrigation System furnished and installed for <u>Sixteen Thousand Five Hundred Seventy Five</u> dollars and <u>No</u> cents.	\$16,575.00	\$16,575.00
42	SP44	1,400	LF	Dog Park Fencing furnished and installed for <u>Fourteen</u> dollars and <u>Seventy</u> cents per lineal foot.	\$14.70	\$20,580.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 6

\$1,442,638.20

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
43	SP45	1	LS	Dog Park Amenities furnished and installed for <u>Eleven Thousand Fifty</u> dollars and <u>No</u> cents.	\$11,050.00	\$11,050.00
44	SP46	1	LS	Dog Park Water Fountain furnished and installed for <u>Three Thousand Three Hundred Fifteen</u> dollars and <u>No</u> cents.	\$3,315.00	\$3,315.00
45	SP47	6	EA	Dog Waste Pickup Station furnished and installed for <u>Six Hundred Fifty Three</u> dollars and <u>Fifty</u> cents each.	\$653.50	\$3,921.00
46	SP48	1	LS	Dog Park Pavilion (Prototype #1) furnished and installed for <u>Fifty One Thousand Six Hundred Ninety One</u> dollars and <u>Twenty</u> cents.	\$51,691.20	\$51,691.20
47	SP49	2,025	LF	Playground/Splashpad/Detention Pond Fencing furnished and installed for <u>Fourteen</u> dollars and <u>Forty</u> cents per lineal foot.	\$14.40	\$29,160.00
48	SP50	38	EA	Bicycle Rack furnished and installed for <u>Two Hundred Fifty Nine</u> dollars and <u>Forty</u> cents each.	\$259.40	\$9,857.20
49	SP51	30	EA	Trash Can furnished and installed for <u>Four Hundred Ninety Four</u> dollars and <u>Sixty</u> cents each.	\$494.60	\$14,838.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 7

\$123,832.40

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
50	SP52	40	EA	Park Bench furnished and installed for <u>One Thousand Two Hundred Sixteen</u> dollars and <u>Twenty</u> cents each.	\$1,216.20	\$48,648.00
51	SP53	44	EA	Picnic Table furnished and installed for <u>One Thousand One Hundred Ninety Nine</u> dollars and <u>Thirty</u> cents each.	\$1,199.30	\$52,769.20
52	SP54	5	EA	General Area Drinking Fountain furnished and installed for <u>Three Thousand Eight Hundred Sixty Seven</u> dollars and <u>Fifty</u> cents each.	\$3,867.50	\$19,337.50
53	SP55	2	EA	Large Pavilion with Restrooms (Prototype #3) furnished and installed for <u>Three Hundred Sixteen Thousand Six Hundred</u> <u>Sixty Eight</u> dollars and <u>Seventy</u> cents each.	\$316,668.70	\$633,337.40
54	SP56	1	EA	Large Pavilion with Restrooms and Concessions (Prototype #4) furnished and installed for <u>Three Hundred Seventy Nine Thousand One</u> <u>Hundred Eleven</u> dollars and <u>Thirty</u> cents each.	\$379,111.30	\$379,111.30
55	SP57	1	LS	Baseball Ticketing Building (Prototype #7) furnished and installed for <u>One Hundred Sixty Two Thousand Four Hundred</u> <u>Eleven</u> dollars and <u>Eighty</u> cents.	\$162,411.80	\$162,411.80
56	SP58	1	LS	Maintenance/Storage Building (Prototype #9) furnished and installed for <u>Four Hundred Five Thousand Two Hundred</u> <u>Eighty Two</u> dollars and <u>Ten</u> cents.	\$405,282.10	\$405,282.10

TOTAL AMOUNT BID SCHEDULE "A" PAGE 8

\$1,700,897.30

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
57	512	600	LF	Maintenance/Storage Building Fencing (8' ChainLink) furnished and installed for <u>Twenty Six</u> dollars and <u>Sixty</u> cents per lineal foot.	\$26.60	\$15,960.00
58	SP59	1	LS	Maintenance Area Cantilevered Gate furnished and installed for <u>Two Thousand Two Hundred Ninety Two</u> dollars and <u>Ninety</u> cents.	\$2,292.90	\$2,292.90
59	SP60	1	LS	Elevated Diesel Storage Tank with Containment Basin furnished and installed for <u>Ten Thousand Ninety Five</u> dollars and <u>Thirty</u> cents.	\$10,095.30	\$10,095.30
60	SP61	44	EA	Low-Profile Heavy-Duty Hinged Bollard furnished and installed for <u>Two Hundred Seventy Six</u> dollars and <u>Thirty</u> cents each.	\$276.30	\$12,157.20
61	SP62	1	LS	Flag Poles furnished and installed for <u>Four Thousand Six Hundred Two</u> dollars and <u>Ninety</u> cents.	\$4,602.90	\$4,602.90
62	505	12	AC	General Seeding furnished and installed for <u>Three Thousand One Hundred Thirty Eight</u> dollars and <u>Twenty</u> cents per acre.	\$3,138.20	\$37,658.40
63	SP63	1	LS	General Park Landscaping and Irrigation furnished and installed for <u>Three Hundred Thirty One Thousand Nine Hundred Eighty Seven</u> dollars and <u>Fifty</u> cents.	\$331,987.50	\$331,987.50

TOTAL AMOUNT BID SCHEDULE "A" PAGE 9

\$414,754.20

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
64	SP64	10	EA	Field Identification Signs furnished and installed for <u>One Hundred Thirty Two</u> dollars and <u>Sixty</u> cents.	\$132.60	\$1,326.00
65	SP65	2	EA	Detention Pond furnished and installed for <u>Sixty Nine Thousand Sixty Two</u> dollars and <u>Fifty</u> cents.	\$69,062.50	\$138,125.00
66	SP66	335	LF	Block Retaining Wall furnished and installed for <u>Seventy One</u> dollars and <u>Ninety</u> cents.	\$71.90	\$24,086.50
67	202	75,000	CY	Unclassified Excavation furnished and installed for <u>Five</u> dollars and <u>No</u> cents per cubic yard.	\$5.00	\$375,000.00
68	SP67 & 202	25,000	CY	Excavation and Haul Off furnished and installed for <u>Four</u> dollars and <u>Seventy</u> cents per cubic yard.	\$4.70	\$117,500.00
69	202	50	CY	Rock Excavation furnished and installed for <u>Two Hundred Twenty One</u> dollars and <u>No</u> cents per cubic yard.	\$221.00	\$11,050.00
70	202	75,000	CY	Embankment furnished and installed for <u>Five</u> dollars and <u>Ten</u> cents per cubic yard.	\$5.10	\$382,500.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 10

\$1,049,587.50

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
71	202	20,000	CY	Undercut and Backfill furnished and installed for <u>Fourteen</u> dollars and <u>Forty</u> cents per cubic yard.	\$14.40	\$288,000.00
72	204	1	LS	4" Topsoil Placement Onsite Material furnished and installed for <u>Two Hundred Two Thousand Six Hundred Sixty</u> dollars and <u>No</u> cents per square yard.	\$202,660.00	\$202,660.00
73	401	5,640	SY	8" Aggregate Base Course furnished and installed for <u>Six</u> dollars and <u>Seventy</u> cents per square yard.	\$6.70	\$37,788.00
74	401	29,260	SY	7" Aggregate Base Course furnished and installed for <u>Five</u> dollars and <u>Eighty</u> cents per square yard.	\$5.80	\$169,708.00
75	401	21,000	SY	4" Aggregate Base Course furnished and installed for <u>Three</u> dollars and <u>Forty</u> cents per square yard.	\$3.40	\$71,400.00
76	501	11,800	LF	Concrete Curb and Gutter furnished and installed for <u>Ten</u> dollars and <u>Seventy</u> cents per lineal foot.	\$10.70	\$126,260.00
77	507	12,000	LF	Parking Lot Striping furnished and installed for <u>No</u> dollars and <u>Sixty</u> cents per lineal foot.	\$0.60	\$7,200.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 11

\$903,016.00

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hyton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
78	SP68	1	LS	Parking Lot Lighting System furnished and installed for <u>Four Hundred Six Thousand Two Hundred Eighty</u> dollars and <u>One</u> <u>Fifty</u> cents.	\$406,281.50	\$406,281.50
79	507	75	EA	Pavement Marking furnished and installed for <u>Twenty Seven</u> dollars and <u>Seventy</u> cents each.	\$27.70	\$2,077.50
80	507	280	LF	Crosswalks furnished and installed for <u>Eight</u> dollars and <u>Ninety</u> cents per lineal foot.	\$8.90	\$2,492.00
81	SP69	11	EA	Speed Table furnished and installed for <u>Eight Hundred Twenty Eight</u> dollars and <u>Eighty</u> cents each.	\$828.80	\$9,116.80
82	403	25,450	SY	2" Asphalt Concrete Hot Mix Surface Course furnished and installed for <u>Nine</u> dollars and <u>Forty</u> cents per square yard.	\$9.40	\$239,230.00
83	403	4,910	SY	3" Asphalt Concrete Hot Mix Surface Course furnished and installed for <u>Thirteen</u> dollars and <u>Thirty</u> cents per square yard.	\$13.30	\$65,303.00
84	SP66	1880	SY	6" Concrete Paving furnished and installed for <u>Forty Eight</u> dollars and <u>Seventy</u> cents per square yard.	\$48.70	\$91,556.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 12

\$816,056.80

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
85	502	13,289	SY	4" Concrete Traits/Sidewalks/Walkways furnished and installed for <u>Thirty Seven</u> dollars and <u>Eighty</u> cents per square yard.	\$37.80	\$502,324.20
86	301	1,353	LF	18" Circular Reinforced Concrete Pipe furnished and installed for <u>Thirty Six</u> dollars and <u>Fifty</u> cents per lineal foot.	\$36.50	\$49,384.50
87	301	670	LF	24" Circular Reinforced Concrete Pipe furnished and installed for <u>Forty Four</u> dollars and <u>Twenty</u> cents per lineal foot.	\$44.20	\$29,614.00
88	301	300	LF	30" Circular Reinforced Concrete Pipe furnished and installed for <u>Fifty</u> dollars and <u>Ninety</u> cents per lineal foot.	\$50.90	\$15,270.00
89	301	870	LF	36" Circular Reinforced Concrete Pipe furnished and installed for <u>Fifty Nine</u> dollars and <u>Seventy</u> cents per lineal foot.	\$59.70	\$51,939.00
90	301	525	LF	42" Circular Reinforced Concrete Pipe furnished and installed for <u>Seventy Three</u> dollars and <u>No</u> cents per lineal foot.	\$73.00	\$38,325.00
91	301	125	LF	2-30" Circular Reinforced Concrete Pipe furnished and installed for <u>One Hundred One</u> dollars and <u>Seventy</u> cents per lineal foot.	\$101.70	\$12,712.50

TOTAL AMOUNT BID SCHEDULE "A" PAGE 13

\$699,569.20

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
92	301	490	LF	2-36" Circular Reinforced Concrete Pipe furnished and installed for <u>One Hundred Nineteen</u> dollars and <u>Forty</u> cents per lineal foot.	\$119.40	\$58,506.00
93	301	520	LF	2-42" Circular Reinforced Concrete Pipe furnished and installed for <u>One Hundred Forty Five</u> dollars and <u>Ninety</u> cents per lineal foot.	\$145.90	\$75,868.00
94	301	255	LF	30" Arched Reinforced Concrete Pipe furnished and installed for <u>Sixty Six</u> dollars and <u>Thirty</u> cents per lineal foot.	\$66.30	\$16,906.50
95	302	1	LS	Drop Inlet No. 1 furnished and installed for <u>Six Thousand Six Hundred Thirty</u> dollars and <u>No</u> cents.	\$6,630.00	\$6,630.00
96	302	1	LS	Drop Inlet No. 2 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
97	302	1	LS	Drop Inlet No. 3 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
98	302	1	LS	Drop Inlet No. 5 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty</u> cents.	\$2,762.50	\$2,762.50

TOTAL AMOUNT BID SCHEDULE "A" PAGE 14

\$165,535.00

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
99	302	1	LS	Drop Inlet No. 6 furnished and installed for <u>Three Thousand Ninety Four</u> dollars and <u>No</u> cents.	\$3,094.00	\$3,094.00
100	302	1	LS	Drop Inlet No. 7 furnished and installed for <u>Six Thousand Seventy Seven</u> dollars and <u>Fifty</u> cents.	\$6,077.50	\$6,077.50
101	302	1	LS	Drop Inlet No. 8 furnished and installed for <u>Six Thousand Six Hundred Thirty</u> dollars and <u>No</u> cents.	\$6,630.00	\$6,630.00
102	302	1	LS	Drop Inlet No. 9 furnished and installed for <u>Ten Thousand Two Hundred Seventy Six</u> dollars and <u>Fifty</u> cents.	\$10,276.50	\$10,276.50
103	302	1	LS	Drop Inlet No. 10 furnished and installed for <u>Six Thousand Six Hundred Thirty</u> dollars and <u>No</u> cents.	\$6,630.00	\$6,630.00
104	302	1	LS	Drop Inlet No. 12 furnished and installed for <u>Seven Thousand One Hundred Eighty Two</u> dollars and <u>Fifty</u> cents.	\$7,182.50	\$7,182.50
105	302	1	LS	Drop Inlet No. 13 furnished and installed for <u>Six Thousand Seven Hundred Forty</u> dollars and <u>Fifty</u> cents.	\$6,740.50	\$6,740.50

TOTAL AMOUNT BID SCHEDULE "A" PAGE 15

\$46,631.00

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
106	302	1	LS	Drop Inlet No. 14 furnished and installed for <u>Six Thousand Seventy Seven</u> dollars and <u>Fifty</u> cents.	\$6,077.50	\$6,077.50
107	302	1	LS	Drop Inlet No. 15 furnished and installed for <u>Seven Thousand Seven Hundred Thirty Five</u> dollars and <u>No</u> cents.	\$7,735.00	\$7,735.00
108	302	1	LS	Drop Inlet No. 16 furnished and installed for <u>Six Thousand Seventy Seven</u> dollars and <u>Fifty</u> cents.	\$6,077.50	\$6,077.50
109	302	1	LS	Drop Inlet No. 18 furnished and installed for <u>Two Thousand Nine Hundred Eighty Three</u> dollars and <u>Fifty</u> cents.	\$2,983.50	\$2,983.50
110	302	1	LS	Drop Inlet No. 19 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
111	302	1	LS	Drop Inlet No. 20 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
112	302	1	LS	Drop Inlet No. 25 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 16

\$30,166.50

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
113	302	1	LS	Drop Inlet No. 26 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
114	302	1	LS	Drop Inlet No. 31 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
115	302	1	LS	Drop Inlet No. 32 furnished and installed for <u>Three Thousand Two Hundred Fifty Nine</u> dollars and <u>Eighty</u> cents.	\$3,259.80	\$3,259.80
116	302	1	LS	Drop Inlet No. 40 furnished and installed for <u>Three Thousand Five Hundred Thirty Six</u> dollars and <u>No</u> cents.	\$3,536.00	\$3,536.00
117	302	1	LS	Drop Inlet No. 41 furnished and installed for <u>Three Thousand Five Hundred Thirty Six</u> dollars and <u>No</u> cents.	\$3,536.00	\$3,536.00
118	302	1	LS	Drop Inlet No. 44 furnished and installed for <u>Five Thousand One Hundred Ninety Three</u> dollars and <u>Fifty</u> cents.	\$5,193.50	\$5,193.50
119	302	1	LS	Area Inlet No. 4 furnished and installed for <u>Four Thousand One Hundred Ninety Nine</u> dollars and <u>No</u> cents.	\$4,199.00	\$4,199.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 17

\$24,586.30

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
120	302	1	LS	Area Inlet No. 24 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents.</u>	\$2,762.50	\$2,762.50
121	302	1	LS	Area Inlet No. 28 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents.</u>	\$2,762.50	\$2,762.50
122	302	1	LS	Area Inlet No. 29 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents.</u>	\$2,762.50	\$2,762.50
123	302	0	LS	Area Inlet No. 45 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents.</u>	\$2,762.50	\$0.00
124	302	0	LS	Area Inlet No. 46 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents.</u>	\$2,762.50	\$0.00
125	302	0	LS	Area Inlet No. 47 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents.</u>	\$2,762.50	\$0.00
126	302	1	LS	Area Inlet No. 48 furnished and installed for <u>Three Thousand Ninety Four</u> dollars and <u>No cents.</u>	\$3,094.00	\$3,094.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 18

\$11,381.50

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
127	302	0	LS	Area Inlet No. 49 furnished and installed for Two Thousand Seven Hundred Sixty Two dollars and Fifty cents.	\$2,762.50	\$0.00
128	302	1	LS	Area Inlet No. 50 furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty</u> cents.	\$2,762.50	\$2,762.50
129	301	2	EA	18" Precast Concrete Circular Flared End Section furnished and installed for <u>Four Hundred Ninety Seven</u> dollars and <u>Thirty</u> cents each.	\$497.30	\$994.60
130	301	5	EA	30" Precast Concrete Flared End Section furnished and installed for <u>Five Hundred Fifty Two</u> dollars and <u>Fifty</u> cents each.	\$552.50	\$2,762.50
131	504	1	LS	Headwall No. 17 furnished and installed for <u>Four Thousand Six Hundred Forty One</u> dollars and <u>No</u> cents.	\$4,641.00	\$4,641.00
132	504	1	LS	Headwall No. 44a furnished and installed for <u>One Thousand Three Hundred Twenty Six</u> dollars and <u>No</u> cents.	\$1,326.00	\$1,326.00
133	302	1	LS	Junction Box No. 11 furnished and installed for <u>Seven Thousand One Hundred Eighty Two</u> dollars and <u>Fifty</u> cents.	\$7,182.50	\$7,182.50

TOTAL AMOUNT BID SCHEDULE "A" PAGE 19

\$19,669.10

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
134	302	1	LS	Junction Box No. 27 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents.	\$2,431.00	\$2,431.00
135	302	1	LS	Junction Box No. 39 furnished and installed for <u>Two Thousand Six Hundred Fifty Two</u> dollars and <u>No</u> cents.	\$2,652.00	\$2,652.00
136	302	1	LS	Junction Box No. 42 furnished and installed for <u>Three Thousand Nine Hundred Seventy Eight</u> dollars and <u>No</u> cents.	\$3,978.00	\$3,978.00
137	302	1	LS	Junction Box No. 43 furnished and installed for <u>Three Thousand Five Hundred Thirty Six</u> dollars and <u>No</u> cents.	\$3,536.00	\$3,536.00
138	302	1	LS	Pond Outlet Structure No. 37 furnished and installed for <u>Six Thousand Four Hundred Nine</u> dollars and <u>No</u> cents.	\$6,409.00	\$6,409.00
139	302	1	LS	Pond Outlet Structure No. 59 furnished and installed for <u>Six Thousand Four Hundred Nine</u> dollars and <u>No</u> cents.	\$6,409.00	\$6,409.00
140	302	1	LS	Curb Cut No. 61 furnished and installed for <u>Six Hundred Sixty Three</u> dollars and <u>No</u> cents.	\$663.00	\$663.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 20

\$26,078.00

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
141	302	1	LS	Curb Cut No. 62 furnished and installed for <u>Six Hundred Sixty Three</u> dollars and <u>No</u> cents.	\$663.00	\$663.00
142	302	1	LS	Curb Cut No. 63 furnished and installed for <u>Six Hundred Sixty Three</u> dollars and <u>No</u> cents.	\$663.00	\$663.00
143	302	1	LS	Curb Cut No. 64 furnished and installed for <u>Six Hundred Sixty Three</u> dollars and <u>No</u> cents.	\$663.00	\$663.00
144	302	1	LS	Curb Cut No. 65 furnished and installed for <u>Six Hundred Sixty Three</u> dollars and <u>No</u> cents.	\$663.00	\$663.00
145	302	1	LS	Curb Cut No. 66 furnished and installed for <u>Six Hundred Sixty Three</u> dollars and <u>No</u> cents.	\$663.00	\$663.00
146	T17	2,245	LF	2" Water Service Line furnished and installed for <u>Four</u> dollars and <u>Fifty</u> cents per lineal foot.	\$4.50	\$10,102.50
147	T15	3,455	LF	8" CL50 Ductile Iron Water Main furnished and installed for <u>Thirty Seven</u> dollars and <u>Sixty</u> cents per lineal foot.	\$37.60	\$129,908.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 21

\$143,325.50

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
148	T18	6	EA	Three-Way Fire Hydrant Assembly w/ 6" Gate Valve furnished and installed for <u>Three Thousand Six Hundred Forty Six</u> dollars and <u>Fifty</u> cents each.	\$3,646.50	\$21,879.00
149	T15	1	LS	Ductile Iron Fittings furnished and installed for <u>Thirty Four Thousand Seven Hundred Fifty</u> dollars and <u>No</u> cents per pound.	\$34,750.00	\$34,750.00
150	T17	10	EA	1" Single Water Meter Setting furnished and installed for <u>Eight Hundred Eighty Four</u> dollars and <u>No</u> cents each.	\$884.00	\$8,840.00
151	T25	525	LF	4" Sanitary Sewer Service Line furnished and installed for <u>Five</u> dollars and <u>Sixty</u> cents per lineal foot.	\$5.60	\$2,940.00
152	T25	2,675	LF	8" Sanitary Gravity Sewer Main furnished and installed for <u>Thirty One</u> dollars and <u>No</u> cents per lineal foot.	\$31.00	\$82,925.00
153	T19	11	EA	4' Diameter Cast-In-Place Manhole furnished and installed for <u>Three Thousand Five Hundred Thirty Six</u> dollars and <u>No</u> cents each.	\$3,536.00	\$38,896.00
154	SP71	14	EA	Sanitary Sewer Cleanout furnished and installed for <u>Two Hundred Seventy Six</u> dollars and <u>Thirty</u> cents each.	\$276.30	\$3,868.20

TOTAL AMOUNT BID SCHEDULE "A" PAGE 22

\$194,098.20

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
155	S16	5	EA	Sanitary Sewer Service Wyes furnished and installed for <u>Two Hundred Seventy Six</u> dollars and <u>Thirty</u> cents each.	\$276.30	\$1,381.50
156	509	1	LS	Erosion Control furnished and installed for <u>Twenty Five Thousand Four Hundred Fifteen</u> dollars and <u>No</u> cents.	\$25,415.00	\$25,415.00
157	112	1	LS	OSHA's Standard for Excavation and Trenches Safety System furnished and installed for <u>Eleven Thousand Fifty</u> dollars and <u>No</u> cents.	\$11,050.00	\$11,050.00
158	103	1	LS	One-Year Performance and Payment Bonds furnished for <u>One Hundred Thirty Thousand Eight Hundred Seventy One</u> dollars and <u>Twenty Three</u> cents.	\$130,871.24	\$130,871.24
159	SP73	6,185	LF	Concrete Mow Curb furnished and installed for <u>Ten</u> dollars and <u>Fifteen</u> cents per linear foot.	\$10.15	\$62,777.75
160	707	225	LF	6-6" Non-Metallic Conduit furnished and installed for <u>Sixteen</u> dollars and <u>Sixty</u> cents per linear foot.	\$16.60	\$3,735.00
161	T16	2	EA	12" x 8" Tapping Sleeve and Valve furnished and installed for <u>Three Thousand Ninety Four</u> dollars and <u>No</u> cents each.	\$3,094.00	\$6,188.00

TOTAL AMOUNT BID SCHEDULE "A" PAGE 23

\$241,418.49

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
 (Don Tyson Pkwy and Hylton Road)
 CITY OF SPRINGDALE, ARKANSAS
 12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
162	T16	1	EA	16" x 8" Tapping Sleeve and Valve furnished and installed for <u>Three Thousand Eight Hundred Sixty Seven</u> dollars and <u>Fifty</u> cents each.	\$3,867.50	\$3,867.50
163	T16	1	EA	16" x 1" Service Saddle and Valve furnished and installed for <u>Five Hundred Fifty Two</u> dollars and <u>Fifty</u> cents each.	\$552.50	\$552.50
164	T27	5	EA	8" GATE VALVE furnished and installed for <u>Eight Hundred Twenty Eight</u> dollars and <u>Eighty</u> cents each.	\$828.80	\$4,144.00
165	T25	160	LF	6" SANITARY SEWER SERVICE LINE furnished and installed for <u>Twenty Seven</u> dollars and <u>Seventy</u> cents per linear foot.	\$27.70	\$4,432.00
166	SP74	1	LS	ELECTRICAL ENGINEERING DESIGN furnished and installed for <u>Five Thousand Two Hundred Fifty</u> dollars and <u>No</u> cents Lump Sum.	\$5,250.00	\$5,250.00
167		1	LS	Asphalt Sidewalk (2" over 6") at Perimeter furnished and installed for <u>Sixty Thousand Nine Hundred Eighteen</u> dollars and <u>No</u> cents Lump Sum.	\$60,918.00	\$60,918.00
168		1	LS	12-15'x70' 5x5 Soccer Nets with Mow Curb furnished and installed for <u>Forty Six Thousand One Hundred Sixty</u> dollars and <u>Seventy Five</u> cents Lump Sum.	\$46,160.75	\$46,160.75

TOTAL AMOUNT BID SCHEDULE "A" PAGE 24

\$125,324.75

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
169		1	LS	Large Pavillon (Prototype #2) furnished and installed for <u>One Hundred Eighty Three Thousand Nine Hundred Eighteen</u> dollars and <u>Seventy</u> cents each.	\$183,918.70	\$183,918.70

TOTAL AMOUNT BID SCHEDULE "A" PAGE 25 **\$183,918.70**

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
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BID SUMMARY - SCHEDULE OF BIDS "A"

TOTAL AMOUNT BID PAGE 1					\$1,575,582.80	
TOTAL AMOUNT BID PAGE 2					\$420,138.90	
TOTAL AMOUNT BID PAGE 3					\$627,622.80	
TOTAL AMOUNT BID PAGE 4					\$39,576.40	
TOTAL AMOUNT BID PAGE 5					\$92,846.20	
TOTAL AMOUNT BID PAGE 6					\$1,442,638.20	
TOTAL AMOUNT BID PAGE 7					\$123,832.40	
TOTAL AMOUNT BID PAGE 8					\$1,700,897.30	
TOTAL AMOUNT BID PAGE 9					\$414,754.20	
TOTAL AMOUNT BID PAGE 10					\$1,049,587.50	
TOTAL AMOUNT BID PAGE 11					\$903,016.00	
TOTAL AMOUNT BID PAGE 12					\$816,056.80	
TOTAL AMOUNT BID PAGE 13					\$699,569.20	
TOTAL AMOUNT BID PAGE 14					\$165,535.00	
TOTAL AMOUNT BID PAGE 15					\$46,631.00	
TOTAL AMOUNT BID PAGE 16					\$30,166.50	
TOTAL AMOUNT BID PAGE 17					\$24,586.30	
TOTAL AMOUNT BID PAGE 18					\$11,381.50	
TOTAL AMOUNT BID PAGE 19					\$19,669.10	
TOTAL AMOUNT BID PAGE 20					\$26,078.00	
TOTAL AMOUNT BID PAGE 21					\$143,325.50	
TOTAL AMOUNT BID PAGE 22					\$194,098.20	
TOTAL AMOUNT BID PAGE 23					\$241,418.49	
TOTAL AMOUNT BID PAGE 24					\$125,324.75	
TOTAL AMOUNT BID PAGE 25					\$183,918.70	
TOTAL AMOUNT BASE BID SCHEDULE "A"					\$11,118,251.74	

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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DEDUCTIVE ALTERNATE NO. 1

Note: Unit Prices listed in Deductive Alternates shall match prices with the corresponding item(s) in the Base Bid Schedule. Unbalanced bidding for Deductive Alternates will not be accepted.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
1	SP2	4	EA	Delete Synthetic Turf OUTFIELD Field furnished and installed for <u>One Hundred Ninety Two Thousand Four</u> dollars and <u>Hundred Eight</u> <u>Twenty</u> cents.	-\$192,408.20	-\$769,632.80
2	SP3, 201, & 202	12,280	SY	Add Bermuda Grass Sprigged Outfield furnished and Installed for <u>Three</u> dollars and <u>Forty</u> cents per square yard.	\$3.40	\$41,752.00
3	SP41	1	LS	Add Baseball Outfield Irrigation furnished and installed for <u>Twenty Six Thousand Five Hundred Twenty</u> dollars and <u>No</u> cents per ton.	\$26,520.00	\$26,520.00
TOTAL AMOUNT BID DEDUCTIVE ALTERNATE NO. 1					-\$701,360.80	

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "A"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

Note: Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

DEDUCTIVE ALTERNATE NO. 2

Note: Unit Prices listed in Deductive Alternates shall match prices with the corresponding item(s) in the Base Bid Schedule. Unbalanced bidding for Deductive Alternates will not be accepted.

Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
1	SP2	4	EA	Delete Synthetic Turf INFIELD furnished and installed for <u>Hundred Thirty Two Thousand One Hundred</u> <u>Eighty Three</u> dollars and <u>Twenty</u> cents.	-\$32,183.20	-\$128,732.80
2	SP3, 201, & 202	5,720	SY	Add Bermuda Grass Sprigged Baseball Infield furnished and installed for <u>Three</u> dollars and <u>Forty</u> cents per square yard.	\$3.40	\$19,448.00
3	SP4	700	TON	Add Baseball Infield Mix furnished and installed for <u>One Hundred Forty One</u> dollars and <u>Fifty</u> cents per ton.	\$141.50	\$99,050.00
4	SP41	1	LS	Add Baseball Infield Irrigation furnished and installed for <u>Twenty Two Thousand One Hundred</u> dollars and <u>No</u> cents per ton.	\$22,100.00	\$22,100.00
TOTAL AMOUNT BID DEDUCTIVE ALTERNATE NO. 2					\$11,865.20	

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "B"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
1	111	1	LS	Roadway Construction Control furnished and installed for <u>Four Thousand Four Hundred Twenty</u> dollars and <u>No</u> cents per lump sum.	\$4,420.00	\$4,420.00
2	112	1	LS	Trench and Excavation Safety System furnished and installed for <u>Three Thousand Nine Hundred Seventy Eight</u> dollars and <u>No</u> cents per lump sum.	\$3,978.00	\$3,978.00
3	201	1	LS	Clearing and Grubbing furnished and installed for <u>Twelve Thousand One Hundred Fifty Five</u> dollars and <u>No</u> cents per lump sum.	\$12,155.00	\$12,155.00
4	202	2500	CY	Unclassified Excavation furnished and installed for <u>Five</u> dollars and <u>No</u> cents per cubic yard.	\$5.00	\$12,500.00
5	202	3000	CY	Undercut and Backfill furnished and installed for <u>Fourteen</u> dollars and <u>Forty</u> cents per cubic yard.	\$14.40	\$43,200.00
6	202	1000	CY	Embankment furnished and installed for <u>Five</u> dollars and <u>Ten</u> cents per cubic yard.	\$5.10	\$5,100.00
7	203	4350	SY	Subgrade Preparation furnished and installed for <u>Four</u> dollars and <u>No</u> cents per square yard.	\$4.00	\$17,400.00

TOTAL AMOUNT BID SCHEDULE "B" PAGE 1

\$98,753.00

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "B"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
8	302	1	LS	Junction Box No. 21 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents each.	\$2,431.00	\$2,431.00
9	302	1	LS	Drop Inlet No. 22 furnished and installed for <u>Two Thousand Six Hundred Fifty Two</u> dollars and <u>No</u> cents each.	\$2,652.00	\$2,652.00
10	302	1	LS	Drop Inlet No. 23 furnished and installed for <u>Two Thousand Four Hundred Thirty One</u> dollars and <u>No</u> cents each.	\$2,431.00	\$2,431.00
11	302	1	LS	Drop Inlet No. 30 furnished and installed for <u>Three Thousand Two Hundred Fifty Nine</u> dollars and <u>Eighty</u> cents each.	\$3,259.80	\$3,259.80
12	302	1	LS	Drop Inlet No. 53 furnished and installed for <u>Three Thousand Two Hundred Fifty Nine</u> dollars and <u>Eighty</u> cents each.	\$3,259.80	\$3,259.80
13	302	1	LS	Drop Inlet No. 54 furnished and installed for <u>Two Thousand Five Hundred Fifty Two</u> dollars and <u>Sixty</u> cents each.	\$2,552.60	\$2,552.60
14	302	1	LS	EX Drop Inlet No. 55 furnished and installed for <u>Three Thousand Five Hundred Thirty Six</u> dollars and <u>No</u> cents each.	\$3,536.00	\$3,536.00

TOTAL AMOUNT BID SCHEDULE "B" PAGE 2

\$20,122.20

NAME OF BIDDER: Milestone Construction Company, LLC

SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "B"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
15	302	1	LS	Area Inlet No. 56 furnished and installed for <u>Two Thousand Six Hundred Fifty Two</u> dollars and <u>No</u> cents each.	\$2,652.00	\$2,652.00
16	302	1	LS	Drop Inlet No. 57 furnished and installed for <u>Three Thousand Two Hundred Fifty Nine</u> dollars and <u>Eighty</u> cents each.	\$3,259.80	\$3,259.80
17	302	1	LS	EX Drop Inlet No. 58 furnished and installed for <u>Three Thousand Five Hundred Thirty Six</u> dollars and <u>No</u> cents each.	\$3,536.00	\$3,536.00
18	301	271	LF	18" Reinforced Concrete Pipe furnished and installed for <u>Thirty Six</u> dollars and <u>Fifty</u> cents per lineal foot.	\$36.50	\$9,891.50
19	301	61	LF	24" Reinforced Concrete Pipe furnished and installed for <u>Forty Four</u> dollars and <u>Twenty</u> cents per lineal foot.	\$44.20	\$2,696.20
20	301	270	LF	30" Reinforced Concrete Pipe furnished and installed for <u>Fifty</u> dollars and <u>Ninety</u> cents per lineal foot.	\$50.90	\$13,743.00
21	301	56	LF	36" Reinforced Concrete Pipe furnished and installed for <u>Fifty Nine</u> dollars and <u>Seventy</u> cents per lineal foot.	\$59.70	\$3,343.20

TOTAL AMOUNT BID SCHEDULE "B" PAGE 3

\$39,121.70

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "B"
(Don Tyson Pkwy and Hyton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
22	403 & SP72	4,365	SY	Asphaltic Concrete Surface Course - PG 70-22 (2" Thick) furnished and installed for <u>Fifteen</u> dollars and <u>No</u> cents per square yard.	\$15.00	\$65,475.00
23	403 & SP72	4,365	SY	Asphaltic Concrete Binder Course - PG 70-22 (2" Thick) furnished and installed for <u>Ten</u> dollars and <u>No</u> cents per square yard.	\$10.00	\$43,650.00
24	501	1,775	LF	Concrete Curb and Gutter furnished and installed for <u>Eleven</u> dollars and <u>Seventy</u> cents per lineal foot.	\$11.70	\$20,767.50
25	401	5,100	SY	Class 7 Base Course 6" Thick furnished and installed for <u>Five</u> dollars and <u>No</u> cents per square yard.	\$5.00	\$25,500.00
26	502	695	SY	5' Concrete Sidewalk furnished and installed for <u>Thirty Seven</u> dollars and <u>Eighty</u> cents per square yard.	\$37.80	\$26,271.00
27	507	3,400	LF	Pavement Striping (Thermoplastic) furnished and installed for <u>Two</u> dollars and <u>Ten</u> cents per lineal foot.	\$2.10	\$7,140.00
28	508	5	EA	Street Sign Installation furnished and installed for <u>Two Hundred Seventy Six</u> dollars and <u>Thirty</u> cents each.	\$276.30	\$1,381.50

TOTAL AMOUNT BID SCHEDULE "B" PAGE 4

\$190,185.00

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "B"
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
29	510	1	LS	Traffic Control furnished and installed for <u>Nine Thousand One Hundred Seventy One</u> dollars and <u>Fifty cents per lump sum.</u>	\$9,171.50	\$9,171.50
30	717	7	EA	Street Lights furnished and installed for <u>Two Thousand Seven Hundred Sixty Two</u> dollars and <u>Fifty cents each.</u>	\$2,762.50	\$19,337.50

TOTAL AMOUNT BID SCHEDULE "B" PAGE 5

\$28,509.00

NAME OF BIDDER: Milestone Construction Company, LLC

**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS SCHEDULE "B"
(Don Tyson Pkwy and Hyton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
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BID SUMMARY - SCHEDULE OF BIDS "B"

TOTAL AMOUNT BID PAGE 1	_____	\$98,753.00	
TOTAL AMOUNT BID PAGE 2	_____	\$20,122.20	
TOTAL AMOUNT BID PAGE 3	_____	\$39,121.70	
TOTAL AMOUNT BID PAGE 4	_____	\$190,185.00	
TOTAL AMOUNT BID PAGE 5	_____	\$28,509.00	

TOTAL AMOUNT BASE BID SCHEDULE "B"	_____	\$376,690.90	
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**SCHEDULE OF BIDS
SOUTHEAST PARK IMPROVEMENTS
(Don Tyson Pkwy and Hylton Road)
CITY OF SPRINGDALE, ARKANSAS
12BPP1-2012**

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Item No.	Spec. Sect.	Approx. Quantity	Unit	Item Description	Unit Price	Total Amount
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TOTAL BID SUMMARY - ALL SCHEDULE OF BIDS

TOTAL AMOUNT BID SCHEDULE "A" ----- **\$11,118,251.74**
TOTAL AMOUNT BID SCHEDULE "B" ----- **\$376,690.90**

TOTAL AMOUNT BASE BID (SCHEDULES A+B) ----- \$11,494,942.64
TOTAL AMOUNT DEDUCTIVE ALTERNATE NO.1 ----- **-\$701,360.80**
TOTAL AMOUNT DEDUCTIVE ALTERNATE NO.2 ----- **\$11,865.20**

**Splash Pad & Playgrounds
Southeast Park
Springdale, AR
July 16, 2014**

Splash Pad	\$244,117.50
Playground 1	\$144,954.75
Playground 2	\$43,666.88
Playground 3	\$43,990.86
Playground 4	\$44,232.53
<hr/>	
Sub-Total	\$520,962.52
Engineering (12%)	\$62,515.50
Total	\$583,478.02

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014
BUDGET OF THE CITY OF SPRINGDALE**

WHEREAS, the trees on Don Tyson Parkway need to be fertilized and treated for pest and fungus, and;

WHEREAS, the adopted budget did not include funds for this project, and;

WHEREAS, the costs for treating the trees this year is estimated to be \$4,390;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the City of Springdale is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Administration	10101014119121	Transfer to Street Fund	324,910	4,390		329,300
Street Fund	20102013911100	Transfer from General	324,910	4,390		329,300
Landscaping	20102054316055	Landscaping Supplies	40,000	4,390		44,390

PASSED AND APPROVED this 22nd day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

From: Sam Goade <sgoade@springdalear.gov>
Sent: Monday, July 07, 2014 4:28 PM
To: Wyman Morgan
Cc: Doug Sprouse; Mike Hicklin
Subject: Budget ammendment - Public Works Landscaping Division
Attachments: TruGreen Commercial Service Agreement for trees on DTP signed by Mayor Sprouse.pdf

Wyman,

The total cost for the Trugreen commercial service agreement is \$8,780 one half of which will be paid for this year per the attached treatment schedule. If we call this "contract labor" the account would be 201-0205-431.70-35. It could also come out of our "landscaping" account 201-0205-431.60-55 which is the account we use to pay for landscaping supplies. Since these are street trees and contribute to traffic calming we may be able to use street funds for this expense rather than general fund money. At any rate, we will need a budget amendment resolution in the amount of \$4,390 to pay for the bark spray and the fertilizer treatment this summer and fall. The same amount will need to be in the 2015 budget.

Thanks,

Sam

Sam Goade

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

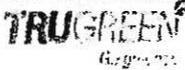
Phone 479-750-8135
Fax 479-750-8504

Sam Goade

From: Bridgman, Chad M <ChadBridgman@trugreenmail.com>
Sent: Wednesday, July 02, 2014 11:19 AM
To: 'sgoade@springdalear.gov'
Subject: Trugreen
Attachments: City of Springdale- Tyson Parkway.pdf; Don Tyson Service Agreement - trees.pdf; Untitled attachment 02696.txt; Untitled attachment 02699.htm

The initial proposal that includes all four treatments offers a guarantee that if you should have any issues in between applications we will come back out free of charge to address those issues. There is also a systemic insecticide included in our spring fertilization that bonds to the trees and would eliminate any insects that attempt to feed on them. I included both proposals as discussed the one titled City of Springdale includes all services and the guarantee and the one titled Don Tyson is the proposal you requested.

My general contact information is listed below and email is the best way to contact me. I did call you on my personal cell (417)343-5768 and you are welcome to contact me on that number as I keep that phone on me 24/7.

Chad Bridgman
2155 N. Highway
Olathe, Kansas, KS
Trugreen - T&E
Springdale, AR 72781
(479) 877-3444 Home
(479) 631-1283 Cell
(479) 866-8109 Office

Agriculture



COMMERCIAL SERVICE AGREEMENT

Branch Address:
 Branch: 5042-Rogers
 Phone Number: Phone# (479) 631-9190 Option 2 or Fax# (479) 631-1983
 Email:
 Add Line 1: 111 E Linden St.
 Add Line 2:
 City: Rogers State AR Zip 72756

Property Address: Don Tyson Parkway
 Name: City of Springdale Arkansas
 Contact Name: Mike Hicklin 479.263.0754
 Email:
 Add Line 1:
 Add Line 2:
 City: Springdale AR Zip Code 72764

Bill To:
 Name:
 Contact Name:
 Email:
 Add Line 1:
 Add Line 2:
 City: State Zip

LAWN CARE SERVICES **TREE AND SHRUB CARE SERVICES**

TREATMENT	DESCRIPTION / As Needed	COST	TREATMENT	DESCRIPTION / As Needed	COST
APPLICATION 1	<ul style="list-style-type: none"> • PRE-EMERGENT FOR CRABGRASS CONTROL • BROADLEAF WEED CONTROL • WINTER GRASSY WEED CONTROL-BERMUDA 		APPLICATION 1	<ul style="list-style-type: none"> • SUPERIOR HORTICULTURE OIL 	
APPLICATION 2	<ul style="list-style-type: none"> • PRE-EMERGENT FOR CRABGRASS CONTROL • BROADLEAF WEED CONTROL 		APPLICATION 2	<ul style="list-style-type: none"> • ROOT ZONE FERTILIZATION 	
APPLICATION 3	<ul style="list-style-type: none"> • FERTILIZATION • BROADLEAF WEED CONTROL • GRASSY WEED CONTROL 		APPLICATION 3	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 4	<ul style="list-style-type: none"> • FERTILIZATION • BROADLEAF WEED CONTROL • GRASSY WEED CONTROL 		APPLICATION 4	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 5	<ul style="list-style-type: none"> • FERTILIZATION • BROADLEAF WEED CONTROL • GRASSY WEED CONTROL 		APPLICATION 5	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 6	<ul style="list-style-type: none"> • PRE-EMERGENT WINTER WEED CONTROL • BROADLEAF WEED CONTROL • FERTILIZATION-FESCUE/RYE ONLY 		APPLICATION 6	<ul style="list-style-type: none"> • INSECT CONTROL • DISEASE CONTROL 	
APPLICATION 7	<ul style="list-style-type: none"> • LATE FALL-FERTILIZER • BROADLEAF WEED CONTROL 		APPLICATION 7	<ul style="list-style-type: none"> • ROOT ZONE FERTILIZATION 	

ANNUAL LAWN CARE COST:

ANNUAL TREE/SHRUB CARE COST:

BENEFICIAL SERVICES **BENEFICIAL SERVICES**

DESCRIPTION / As Needed	COST	DESCRIPTION / As Needed	COST
<input type="checkbox"/>		<input checked="" type="checkbox"/> Bark Spray @ \$10 per Tree - 250 Maple Trees along Don Tyson Pkwy-Summer 2015	\$2,500.00
<input type="checkbox"/>		<input checked="" type="checkbox"/> Bark Spray @ \$10 per Tree-250 Maple Trees along Don Tyson Pkwy-Spring 2015	\$2,500.00
<input type="checkbox"/>		<input checked="" type="checkbox"/> Fertilizer @ \$6 per Tree- 250 Maple Trees along Don Tyson Pkwy- Fall 2014	\$1,500.00
<input type="checkbox"/>		<input checked="" type="checkbox"/> Fertilizer @ \$6 per Tree- 250 Maple Trees along Don Tyson Pkwy- Spring 2015	\$1,500.00
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
ANNUAL BENEFICIAL SERVICES COST:		ANNUAL BENEFICIAL SERVICES COST: \$8,000.00	
TOTAL SALES TAX:		TOTAL SALES TAX: \$780.00	
TOTAL ANNUAL LAWN CARE SERVICE COST:		TOTAL ANNUAL TREE/SHRUB SERVICE COST: \$8,780.00	

COMMENTS:

COMMENTS:
 Bark Spray twice per year for Pest and Fungus- Fertilizer twice per year for Fungus and Maximized Growth in a confined space.

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the price of its services proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the price of fuel, labor, and material costs constitute a significant portion of TruGreen's services, TruGreen may increase the price of its services in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to this price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in Subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on a selective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and the reason for failure to cure the breach within thirty (30) days after such notice. Additional termination grounds for landscape services, property management, fertilization, and other similar services. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner term(s) your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate the Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to account for the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withheld future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any fire, flood, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of each party shall be extended for as long as such cause shall be in effect and any delay or acts suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party acting as it causes shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for disease-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled program may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform services under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to the schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants infested by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. Notice. All notices as required under this Agreement shall be made to:

Customer: _____ TruGreen: _____

18. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationship among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and Forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, in any state court that has jurisdiction, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".
19. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
20. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understandings, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
21. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

TruGreen United Partnership

By: _____
REPRESENTATIVE/GENERAL MANAGER

Date: _____

Print Name: DAVE SPINOUSE
AUTHORIZED AGENT/CUSTOMER

Customer Signature: DAVE SPINOUSE
AUTHORIZED AGENT/CUSTOMER

Date: 1/19/14

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2014 BUDGET
OF THE ENGINEERING DEPARTMENT**

WHEREAS, the Engineering Director has expressed a need to update the flood maps of Springdale, and;

WHEREAS, the flood maps could be updated for \$5,000 if we participate in a grant opportunity with the Arkansas Natural Resources Commission, and;

WHEREAS, the Engineering Department has funds appropriated for traffic engineering that could be used for this purpose;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the 2014 budget of the Engineering Department is hereby amended as follows:

<u>Department</u>	<u>Account No.</u>	<u>Description</u>	<u>Present Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Proposed Budget</u>
Engineering	10104025004015	Traffic Engineering	10,000		5,000	5,000
Engineering	10104025004010	Other Professional Serv	35,000	5,000		40,000

PASSED AND APPROVED this 22nd day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney

From: Alan Pugh <apugh@springdalear.gov>
Sent: Tuesday, July 15, 2014 11:55 AM
To: 'Wyman Morgan'
Cc: 'Rose Lawrence'; 'Jennifer Chacon'
Subject: Budget Amendment

Wyman,

Per our conversation, I would like to take a resolution to committee next Monday to move \$5,000 from 101-0402-500.40-15 Professional Services/Traffic Engineering into 101-0402-500.40-10 Professional Services/other. This would allow us to participate in a grant opportunity with Arkansas Natural Resources Commission to begin process of updating flood maps for Springdale. If you need any additional information please let me know.

Alan Pugh, PE, CFM
City of Springdale
Engineering Department
apugh@springdalear.gov
479-750-8105

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION
PROGRESS PAYMENT FOR THE DON TYSON
PARKWAY INTERCHANGE (12BPS1)**

WHEREAS, Pursuant to Ark Code Ann 14-58-305, Section 2-158 of the Springdale Code of Ordinances sets the maximum amount of any bill, debt, or liability that may be paid without the approval of City Council, and

WHEREAS, the maximum amount is set at \$1,000,000, and

WHEREAS, Construction Pay Application Number 13 for the Don Tyson Parkway (DTP) Interchange exceeds this amount, and

WHEREAS, the owner has previously entered into a contract with Emery Sapp and Sons, Inc (ESS) for the construction of the DTP Interchange, and

WHEREAS, the construction continues to progress and ESS is due the money owed based on the work performed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS that the Mayor and City Clerk are hereby authorized to issue payment to Emery Sapp and Sons, Inc. in the amount of \$1,309,706.06 for the current pay application covering construction work performed to date.

PASSED AND APPROVED this ____ day of July, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

**MONTHLY INVOICE
PREPARED BY
GARVER**

PROJECT NAME: I540-Don Tyson Pkwy. Interchng. AHTD Project Number 040527 FAP Number STPU-540-1(260)70 OWNER: City of Springdale, AR 201 Spring Street Springdale, AR 72764 CONTRACTOR: Emery Sapp and Sons, Inc 5350 East State Hwy AA Springfield, MO 65803 CONTRACT DATE: 05/24/13 CONTRACT AMOUNT: ORIGINAL: \$11,168,013.97 CHANGE ORDERS: (\$191,759.93) REVISED: \$10,976,254.04 <p style="text-align: center;">94% of Contract Amount Used To-date</p>	INVOICE NUMBER: 13 FROM: 06/01/14 THROUGH: 06/30/14 JOB NUMBER: 08052100 COMPLETION DATE: n/a DATE WORK BEGAN: 06/10/13 CONSTRUCTION TIME: ALLOTTED: 244 Working Days SUSPENDED: Working Days USED: 200 Working Days <p style="text-align: center;">82% of Contract Time Used to Date</p>
---	---

CERTIFICATION, RECOMMENDATION, & APPROVAL

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by all prior Applications for Payment; (2) title of all Work, materials and equipment incorporated into said Work or otherwise listed in or covered by the Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) all contract labor standards requirements have been complied with by Contractor and by each subcontractor employing mechanics or laborers at the site of the work; and (5) the quantities shown on the attached Unit Price Schedule reflect the quantities complete at the closing date of this invoice period.

Certified By:

CONTRACTOR: Emery Sapp and Sons, Inc
 By: David B. Tag, PE
Digitally signed by David B. Tag, PE
 DN: cn=David B. Tag, PE, ou=Emery Sapp & Sons, Inc., ou,email=David.Tag@emerysapp.com, c=US
 Date: 2014.07.18 13:00:08 -0500

Date: July 18, 2014

Recommended By:

ENGINEER: Garver
 By: _____
 Date: _____

Approval for Payment By:

OWNER: City of Springdale, AR
 Approved By: _____
 Date: _____

Total Amount of Work Done	10,343,791.28
Plus Materials Stored	0.00
TOTAL	10,343,791.28
Less Retainage (5% of Total Amount of Work Done)	517,189.56
Difference	9,826,601.72
Less Previous Payments	8,516,895.66
AMOUNT DUE ON CONTRACT THIS INVOICE	1,309,706.06

WORK COMPLETED TO-DATE
I540-Don Tyson Pkwy. Interchng.

INVOICE NUMBER: 13
THROUGH: 06/30/14

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
SP2-4.1	Bridge Construction	L.S.	1.00	\$2,250,000.00	1.00	0.08	180,000.00	0.99	2,227,500.00
SP4-4.1	Steel Piling (HP12x53)	L.F.	6,505.00	\$59.00	6,505.00	0.00	0.00	6,722.91	396,651.69
SP5-4.1	Aesthetic Enhancements	L.S.	1.00	\$55,860.00	1.00	0.00	0.00	1.00	55,860.00
SP8-5.1a	West MSE Retaining Wall	L.S.	1.00	\$139,280.00	1.00	0.00	0.00	1.00	139,280.00
SP8-5.1b	East MSE Retaining Wall	L.S.	1.00	\$128,600.00	1.00	0.00	0.00	1.00	128,600.00
SP8-5.2	Select Granular Backfill	C.Y.	7,365.00	\$44.50	7,365.00	0.00	0.00	7,312.89	325,423.61
SP10-5.1	Wire Rope Safety Fence Modification	L.S.	1.00	\$10,000.00	1.00	0.00	0.00	1.00	10,000.00
SP11-9.1	Dynamic Deep Compaction	STA.	3.02	\$24,189.50	3.02	0.00	0.00	3.02	73,052.29
SP11-9.2 C3	Crushed Stone	TON	11,500.00	\$13.21	5,353.70	0.00	0.00	5,353.70	70,722.38
SP11-9.3	Geogrid	S.Y.	3,490.00	\$4.01	3,490.00	0.00	0.00	3,076.00	12,334.76
SP12-7.1	Compacted Clay Cover	C.Y.	1,694.00	\$12.24	1,694.00	0.00	0.00	1,694.00	20,734.56
SP26-2.1	Incentive Pay	DAY	30.00	\$3,500.00	30.00	0.00	0.00	0.00	0.00
SP29-4.1	Structure Removal	L.S.	1.00	\$188,500.00	1.00	0.00	0.00	1.00	188,500.00
E1-3.1	Site Preparation	L.S.	1.00	\$636,930.00	1.00	0.08	50,954.40	0.98	624,191.40
E2-6.1 C2	Unclassified Excavation (Plan Quantity)	C.Y.	144,298.00	\$6.28	145,288.00	0.00	0.00	145,288.00	912,408.64
E2-6.2	Embankment Construction (Plan Quantity)	C.Y.	146,851.00	2.11	146,851.00	12,598.00	26,581.78	146,851.00	309,855.61
E2-6.3 C4	Undercut Excavation and Backfill	C.Y.	23,229.00	4.01	22,169.16	0.00	0.00	1,518.50	6,089.19
E4-5.1	Trench and Excavation Safety System	L.S.	1.00	4,158.08	1.00	0.00	0.00	1.00	4,158.08
P1-5.1a	Aggregate Base Course (Class 4)	TON	940.00	16.78	940.00	0.00	0.00	959.35	16,097.89
P1-5.1b C2	Aggregate Base Course (Class 7)	TON	47,355.00	14.64	46,516.00	2,250.92	32,953.47	37,197.58000	544,572.57
P3-5.1a C2 C3	ACHM Surface Course (PG76-22)	TON	6,932.00	\$82.18	6,061.00	5,793.31	476,094.22	5,793.31	476,094.22
P3-5.1b C2 C3	ACHM Binder Course (PG76-22)	TON	9,232.00	\$67.04	8,168.00	19.27	1,291.86	7,904.00	529,884.16
P3-5.1c C2 C3	ACHM Base Course (PG76-22)	TON	13,256.00	\$58.01	12,115.00	83.39	4,837.45	10,896.30	632,094.36
P5-5.1	Concrete Driveways	S.Y.	130.00	44.00	130.00	80.30	3,533.20	232.70	10,238.80
I1-5.1	Maintenance of Traffic	L.S.	1.00	460,614.06	1.00	0.15	69,092.11	0.94	432,977.22
I2-4.1 C2	Concrete Ditch Paving	S.Y.	2,232.00	37.39	2,158.00	695.10	25,989.79	2,161.70	80,825.96
I3-6.1a C2	18" Reinforced Concrete Pipe, Class III	L.F.	1,074.00	45.40	982.00	0.00	0.00	1,030.50	46,784.70
I3-6.1b C2	24" Reinforced Concrete Pipe, Class III	L.F.	958.00	66.52	716.00	0.00	0.00	716.00	47,628.32
I3-6.1c C2	30" Reinforced Concrete Pipe, Class III	L.F.	1,622.00	89.64	1,168.00	0.00	0.00	1,213.00	108,733.32
I3-6.1d C2	36" Reinforced Concrete Pipe, Class III	L.F.	160.00	100.69	160.00	0.00	0.00	160.00	16,110.40
I3-6.2a C2	18" Reinforced Concrete Flared End Section	EA.	1.00	\$764.82	2.00	0.00	0.00	2.00	1,529.64
I3-6.2b C2	24" Reinforced Concrete Flared End Section	EA.	14.00	\$923.21	13.00	0.00	0.00	13.00	12,001.73
I3-6.2c C2	30" Reinforced Concrete Flared End Section	EA.	9.00	\$1,070.53	8.00	0.00	0.00	9.00	9,634.77
I3-6.2d C2	36" Reinforced Concrete Flared End Section	EA.	3.00	\$2,160.72	3.00	0.00	0.00	3.00	6,482.16
I4-5.1	Extension of Triple 5'X3' Reinforced Concrete Box Culvert	L.S.	1.00	\$59,840.02	1.00	0.00	0.00	1.00	59,840.02
I5-6.1b C2	Drop Inlet (Type MO) *	EA.	18.00	\$4,512.38	16.00	0.00	0.00	16.00	72,198.08
I5-6.1c	Drop Inlet (Type RM)	EA.	1.00	\$2,807.79	1.00	0.00	0.00	1.00	2,807.79
I5-6.1d	Drop Inlet (Type Special 1)	EA.	5.00	\$3,430.72	5.00	4.00	13,722.88	5.00	17,153.60
I5-6.1e	Drop Inlet (Type Special 2)	EA.	4.00	\$3,038.47	4.00	0.00	0.00	4.00	12,153.88
I5-6.1f	Junction Box (Type E)	EA.	2.00	\$4,077.37	2.00	0.00	0.00	2.00	8,154.74
I5-6.1g	Junction Box (Type ST)	EA.	2.00	\$4,043.98	2.00	0.00	0.00	2.00	8,087.96

ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
I6-5.1a	Adjust Curb Inlet to Grade	EA.	1.00	\$3,190.00	1.00	1.00	3,190.00	1.00	3,190.00
I6-5.1b	Adjust Junction Box to Grade	EA.	2.00	\$2,640.00	2.00	2.00	5,280.00	2.00	5,280.00
I8-5.1a	C2 Asphalt Pavement Repair	S.Y.	53.00	\$80.00	-	0.00	0.00	0.00	0.00
I8-5.1b	Concrete Pavement Repair	S.Y.	84.00	\$47.87	84.00	0.00	0.00	0.00	0.00
I8-5.1c	Temporary Pavement Repair	S.Y.	25.00	47.87	25.00	0.00	0.00	0.00	0.00
I9-5.1	Guardrail (Type A)	L.F.	1,275.00	21.00	1,275.00	1,325.00	27,825.00	1,325.00	27,825.00
I9-5.2	Terminal Anchor Post (Type 1)	EA.	2.00	650.00	2.00	2.00	1,300.00	2.00	1,300.00
I9-5.3	Thrie Beam Guardrail Terminal	EA.	1.00	2,000.00	1.00	1.00	2,000.00	1.00	2,000.00
I9-5.4	Guardrail Terminal (Type 2)	EA.	3.00	1,150.00	3.00	3.00	3,450.00	3.00	3,450.00
I10-4.1	Wire Fence (Type A)	L.F.	8,274.00	5.09	8,274.00	0.00	0.00	8,274.00	42,114.66
I11-4.1	Seeding	ACRE	31.00	1,650.00	31.00	7.00	11,550.00	26.00	42,900.00
I12-5.1	Temporary Erosion Control	L.S.	1.00	41,000.00	1.00	0.00	0.00	0.95	38,950.00
I13-5.1	C2 Sodding	S.Y.	1,361.00	6.50	1,293.00	0.00	0.00	0.00	0.00
I15-5.1	Concrete Island (8")	S.Y.	482.00	38.00	482.00	221.00	8,398.00	475.00	18,050.00
I16-5.1	C2 Sidewalk	S.Y.	2,974.00	33.03	2,718.00	720.70	23,804.72	2,450.00	80,923.50
I17-5.1	C2 Concrete Curb and Gutter	L.F.	8,472.00	10.50	7,718.00	73.00	766.50	7,475.00	78,487.50
I18-4.1	Roadway Construction Control	L.S.	1.00	74,800.00	1.00	0.10	7,480.00	1.00	74,800.00
I19-6.1	Mailbox Relocation	EA.	5.00	284.41	5.00	0.00	0.00	3.00	853.23
I20-4.1a	Concrete Barrier Wall (Median Type Special)	L.F.	755.00	144.00	755.00	0.00	0.00	755.00	108,720.00
I20-4.1b	Concrete Barrier Wall (Pier Protection Type A)	L.F.	31.11	\$167.49	31.11	0.00	0.00	31.11	5,210.61
T1-5.1	Reflectorized Paint Pavement Marking - 10" White	L.F.	625.00	\$5.00	625.00	0.00	0.00	0.00	0.00
T1-5.2a	C2 Thermoplastic Pavement Marking - 4" White	L.F.	7,239.00	\$1.00	6,804.00	4,749.00	4,749.00	4,749.00	4,749.00
T1-5.2b	C2 Thermoplastic Pavement Marking - 6" White	L.F.	740.00	\$4.00	380.00	0.00	0.00	0.00	0.00
T1-5.2c	C2 Thermoplastic Pavement Marking - 8" White	L.F.	2,035.00	\$5.00	1,225.00	1,110.00	5,550.00	1,110.00	5,550.00
T1-5.2d	C2 Thermoplastic Pavement Marking - 12" White	L.F.	1,676.00	\$10.00	1,678.00	1,531.00	15,310.00	1,531.00	15,310.00
T1-5.2e	Thermoplastic Pavement Marking - 24" White	L.F.	70.00	\$20.00	70.00	0.00	0.00	0.00	0.00
T1-5.2f	C2 Thermoplastic Pavement Marking - 4" Yellow	L.F.	10,027.00	\$1.00	9,784.00	7,192.00	7,192.00	7,192.00	7,192.00
T1-5.2g	Thermoplastic Pavement Marking - 12" Yellow	L.F.	92.00	\$10.00	92.00	70.00	700.00	70.00	700.00
T1-5.2h	C2 Thermoplastic Pavement Marking (Words)	EA.	24.00	\$500.00	21.00	21.00	10,500.00	21.00	10,500.00
T1-5.2i	C2 Thermoplastic Pavement Marking (Arrows)	EA.	27.00	\$300.00	23.00	21.00	6,300.00	21.00	6,300.00
T1-5.3	C2 Raised Pavement Markers (Type II)	EA.	908.00	\$7.00	899.00	534.00	3,738.00	534.00	3,738.00
T1-5.4a	High Performance Pavement Marking - 4" White	L.F.	15,311.00	\$2.25	15,311.00	11,087.00	24,945.75	11,087.00	24,945.75
T1-5.4b	High Performance Pavement Marking - 8" White	L.F.	1,643.00	\$5.00	1,643.00	520.00	2,600.00	520.00	2,600.00
T1-5.4c	High Performance Pavement Marking - 4" Yellow	L.F.	5,272.00	\$2.25	5,272.00	5,360.00	12,060.00	5,360.00	12,060.00
T1-5.4d	High Performance Contrast Marking Tape - 4" White	L.F.	305.00	7.00	305.00	291.00	2,037.00	291.00	2,037.00
T1-5.4e	High Performance Contrast Marking Tape - 4" Yellow	L.F.	470.00	7.00	470.00	470.00	3,290.00	470.00	3,290.00
T2-4.1a	Guide Sign (Roadside Mounted)	S.F.	2,259.25	52.00	2,259.25	2,270.50	118,066.00	2,270.50	118,066.00

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ITEM NUMBER	DESCRIPTION	UNIT	ORIGINAL CONTRACT QUANTITY	UNIT PRICE	REVISED CONTRACT QUANTITY	QUANTITY THIS INVOICE	AMOUNT THIS INVOICE	QUANTITY TO-DATE	AMOUNT TO-DATE
T2-4.1b	Guide Sign (Overhead Mounted)	S.F.	690.30	60.00	690.30	705.25	42,315.00	705.25	42,315.00
T2-4.1c	Standard Roadside Sign	S.F.	695.06	26.00	695.06	676.32	17,584.32	676.32	17,584.32
T2-4.2	Delineators	EA.	76.00	40.00	76.00	0.00	0.00	0.00	0.00
T3-4.1	System Local Controller TS2-Type 2 (8 Phases)	EA.	2.00	25,355.00	2.00	0.00	0.00	2.00	50,710.00
T3-4.2	Traffic Signal Head, LED, (3 Section, 1 Way)	EA.	24.00	790.00	24.00	6.00	4,740.00	24.00	18,960.00
T3-4.3	Countdown Pedestrian Signal Head, LED	EA.	12.00	645.00	12.00	0.00	0.00	12.00	7,740.00
T3-4.4a	Traffic Signal Cable (5c/14 AWG)	L.F.	2,853.00	1.25	2,853.00	2,853.00	3,566.25	2,853.00	3,566.25
T3-4.4b	Traffic Signal Cable (7c/14 AWG)	L.F.	5,551.00	1.45	5,551.00	6,143.00	8,907.35	6,143.00	8,907.35
T3-4.5a	Galvanized Steel Conduit (1.25")	L.F.	30.00	12.25	30.00	15.00	183.75	30.00	367.50
T3-4.5b	Galvanized Steel Conduit (2")	L.F.	300.00	16.25	300.00	0.00	0.00	230.00	3,737.50
T3-4.6a	Non-Metallic Conduit (1.25")	L.F.	18.00	7.25	18.00	0.00	0.00	18.00	130.50
T3-4.6b	Non-Metallic Conduit (2")	L.F.	2,598.00	8.00	2,598.00	1,169.00	9,352.00	2,598.00	20,784.00
T3-4.6c	Non-Metallic Conduit (3")	L.F.	961.00	\$17.00	961.00	755.00	12,835.00	1,125.00	19,125.00
T3-4.7	Concrete Pull Box (Type 2, HD)	EA.	30.00	\$905.00	30.00	19.00	17,195.00	30.00	27,150.00
T3-4.8a	Traffic Signal Mast Arm And Pole With Foundation (36')	EA.	1.00	\$11,330.00	1.00	0.00	0.00	1.00	11,330.00
T3-4.8b	Traffic Signal Mast Arm And Pole With Foundation (40')	EA.	1.00	\$11,365.00	1.00	0.00	0.00	1.00	11,365.00
T3-4.8c	Traffic Signal Mast Arm And Pole With Foundation (48')	EA.	1.00	\$13,325.00	1.00	0.00	0.00	1.00	13,325.00
T3-4.8d	Traffic Signal Mast Arm And Pole With Foundation (38'-54')	EA.	1.00	\$17,975.00	1.00	0.00	0.00	1.00	17,975.00
T3-4.8e	Traffic Signal Mast Arm And Pole With Foundation (56')	EA.	1.00	\$16,805.00	1.00	0.00	0.00	1.00	16,805.00
T3-4.8f	Traffic Signal Mast Arm And Pole With Foundation (58')	EA.	1.00	\$16,515.00	1.00	0.00	0.00	1.00	16,515.00
T3-4.8h	Traffic Signal Mast Arm And Pole With Foundation (64')	EA.	1.00	\$16,630.00	1.00	0.00	0.00	1.00	16,630.00
T3-4.9	Traffic Signal Pedestal Pole With Foundation	EA.	5.00	\$1,705.00	5.00	0.00	0.00	5.00	8,525.00
T3-4.10a	ATCS Processing Unit	EA.	2.00	\$65,565.00	2.00	0.00	0.00	2.00	131,130.00
T3-4.10b	Video Detector (IP)	EA.	12.00	\$590.00	12.00	12.00	7,080.00	12.00	7,080.00
T3-4.10c	Network Cable, Exterior, Cat 5	L.F.	2,520.00	\$0.95	2,520.00	2,723.00	2,586.85	2,723.00	2,586.85
T3-4.11	Battery Backup System	EA.	2.00	\$8,660.00	2.00	2.00	17,320.00	2.00	17,320.00
T3-4.12a	Electrical Conductors-In-Conduit (2c/6 AWG)	L.F.	48.00	\$1.90	48.00	450.00	855.00	450.00	855.00
T3-4.12b	Electrical Conductors-In-Conduit (1c/8 AWG, EGC)	L.F.	1,161.00	1.05	1,161.00	1,161.00	1,219.05	1,161.00	1,219.05
T3-4.12c	Electrical Conductors-In-Conduit (1c/12 AWG, EGC)	L.F.	385.00	0.85	385.00	385.00	327.25	385.00	327.25
T3-4.13	Electrical Conductors For Luminaires	L.F.	1,524.00	1.85	1,524.00	1,562.00	2,889.70	1,562.00	2,889.70
T3-4.14	Luminaire Assembly	EA.	7.00	315.00	7.00	0.00	0.00	7.00	2,205.00
T3-4.15	Service Point Assembly (2 Circuits)	EA.	2.00	5,145.00	2.00	2.00	10,290.00	2.00	10,290.00
T3-4.16	Louvers	EA.	6.00	300.00	6.00	0.00	0.00	6.00	1,800.00
M3-4.1	Cold Milling Asphalt Pavement	S.Y.	1,950.00	6.85	1,950.00	0.00	0.00	667.00	4,568.95
M5-5.1	Pipe Embedment	C.Y.	300.00	21.98	300.00	0.00	0.00	0.00	0.00
M8-4.1	Erosion Control Matting	S.Y.	135.00	5.00	135.00	0.00	0.00	0.00	0.00
W1	Water Line Erosion Control	L.S.	1.00	4,364.50	1.00	0.00	0.00	1.00	4,364.50
W2	Water Line Traffic Control	L.S.	1.00	3,755.50	1.00	0.00	0.00	1.00	3,755.50
W3	Water Line Mobilization	L.S.	1.00	5,582.50	1.00	0.00	0.00	1.00	5,582.50

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W4	Water Line Trench Excavation Safety	L.S.	1.00	1.01	1.00	0.00	0.00	1.00	1.01
W5	Water Line Construction Staking and Record Drawing Data	L.S.	1.00	4,364.50	1.00	0.00	0.00	1.00	4,364.50
W6	Water Line Site Work	L.S.	1.00	7,612.50	1.00	0.00	0.00	1.00	7,612.50
W7	Spot Dig and Verify Existing Utility Locations	L.S.	1.00	\$2,740.50	1.00	0.00	0.00	1.00	2,740.50
W8	12" DI Class 50 Water Line	L.F.	620.00	\$48.21	620.00	0.00	0.00	509.00	24,538.89
W9	8" DI Class 50 Water Line	L.F.	1,600.00	\$38.06	1,600.00	0.00	0.00	1,241.00	47,232.46
W10	6" DI Class 50 Water Line	L.F.	2,000.00	\$27.91	2,000.00	0.00	0.00	1,941.00	54,173.31
W11	Water Service Line	L.F.	200.00	\$18.78	200.00	0.00	0.00	94.00	1,765.32
W12	Water Meter Setting	EA.	5.00	\$710.50	5.00	0.00	0.00	7.00	4,973.50
W13	12"x12" Tapping Sleeve and Valve	EA.	2.00	\$6,090.00	2.00	0.00	0.00	0.00	0.00
W14	6"x6" Tapping Sleeve and Valve	EA.	3.00	\$3,045.00	3.00	0.00	0.00	3.00	9,135.00
W15	12" Butterfly Valve	EA.	5.00	\$1,725.50	5.00	0.00	0.00	2.00	3,451.00
W16	8" Gate Valve	EA.	3.00	\$1,319.50	3.00	0.00	0.00	4.00	5,278.00
W17	6" Gate Valve	EA.	3.00	\$913.50	3.00	0.00	0.00	3.00	2,740.50
W18	Ductile Iron Fittings	LBS	3,300.00	\$5.08	3,300.00	0.00	0.00	1,683.00	8,549.64
W19	Cut and Plug Existing 12" Water Line	EA.	2.00	\$1,116.50	2.00	0.00	0.00	0.00	0.00
W20	Cut and Plug Existing 6" Water Line	EA.	4.00	\$913.50	4.00	0.00	0.00	4.00	3,654.00
W21	12" Steel Encasement by Open Cut	L.F.	230.00	\$50.75	230.00	0.00	0.00	230.00	11,672.50
W22	12" Bored Steel Encasement	L.F.	273.00	187.78	273.00	0.00	0.00	273.00	51,263.94
W23	Fire Hydrant Assembly	EA.	7.00	3,552.50	7.00	0.00	0.00	7.00	24,867.50
W24	Flowable Fill for Abandoned Water Lines	L.F.	2,300.00	8.12	2,300.00	0.00	0.00	0.00	0.00
W25	Utility Marker	EA.	7.00	71.05	7.00	7.00	497.35	7.00	497.35
W26	Water Line Undercut and Backfill	CY	50.00	40.60	50.00	0.00	0.00	0.00	0.00
W27	Water Line Rock Excavation	CY	200.00	71.05	200.00	0.00	0.00	0.00	0.00
W28	Backfill Density Test	EA.	2.00	304.50	2.00	0.00	0.00	14.00	4,263.00
W29	Concrete Test	EA.	2.00	406.00	2.00	0.00	0.00	0.00	0.00
CO1.01	C1 5-Strand Barbed Wire, Type B	L.F.	-	6.88	1,500.00	0.00	0.00	1,487.00	10,230.56
C03.01	C3 ACHM Surface Course (PG70-22)	TN	0.00	\$ 76.94	735.00	282.83	21,760.94	1,030.09	79,255.12
C03.02	C3 ACHM Binder Course (PG70-22)	TN	0.00	\$ 62.70	440.00	0.00	0.00	303.12	19,005.62
C03.03	C3 ACHM Base Course (PG70-22)	TN	0.00	\$ 54.24	250.00	0.00	0.00	373.04	20,233.69
CO4.01	NOT USED					0.00			
CO4.02	C4 Geotextile	SY	0.00	\$ 2.10	2,014.00	0.00	0.00	2,014.00	4,229.40
CO5.01	C5 Force Account	HR	0.00	\$ 54.12	300.00	0.00	0.00	0.00	0.00
TOTALS							1,378,637.94	10,343,791.28	