

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

- Monday, October 6th, 5:30 p.m. is the next Committee meetings.
 - Committee agendas will be available on Friday, Oct 3rd, 2014.

SPRINGDALE CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 23RD, 2014

5:55 p.m. Pre Meeting Activities

Pledge of Allegiance
Invocation – Mike Overton

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. Comments from Citizens

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

5. Approval of Minutes

a) September 9th meeting minutes will be presented at the October 14th meeting.

6. Procedural Motions

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

B. Entertain Motion to dispense with the rule requiring that ordinances be fully and distinctly read on three (3) different days for ordinances listed on this agenda as *item numbers....* **8 A-G; 10; 11 A-B; 12 A & C; 13.** (Motion must be approved by two-thirds (2/3) of the council members).

7. **A Resolution** expressing opposition to EPA's proposed Greenhouse Gas Emission Guidelines, presented by Ernest Cate, City Attorney. **Pg's 3-4**

8. Planning Commission Recommendations by Planning Director Patsy Christie:

A. **An Ordinance** accepting the Re-Plat of R.L. Hayes Subdivision to the City of Springdale, Arkansas, and declaring an emergency. **Pg's 5-7**

B. **An Ordinance** accepting the Re-Plat of Lot 1, Block 1 of Henson Heights Second Subdivision to the City of Springdale, Arkansas, and declaring an emergency. **Pg's 8-11**

C. **An Ordinance** accepting the Replat of Ozark Business Park, a Commercial Subdivision to the City of Springdale, Arkansas and declaring an emergency. **Pg's 8-14**

D. **An Ordinance** rezoning .55 acres owned by Mardis Investments, Inc. located at 4772 W. Sunset Avenue from Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. **Pg's 15-17**

E. **An Ordinance** rezoning .38 acres owned by ESCH Family Limited Partnership located at 1408 S. Thompson from General Commercial District (C-2) and Thoroughfare Commercial District (C-5) and declaring an emergency. **Pg's 18-20**

F. **An Ordinance** rezoning 2.4 acres owned by Oak Grove Properties, LLC located at the northwest corner of Elm Springs and Oak Grove Roads from Agricultural District (A-1) Low/Medium Density Single Family Residential District (SF-2) and General Commercial District (C-2) to Thoroughfare Commercial District (C-5) and declaring an emergency. Pg's 21-25

G. **An Ordinance** rezoning 3.68 acres owned by Mathias Shopping Centers, Inc. located at north and east of cul-de-sac at north end of Skylar Drive from Neighborhood Commercial District (C-1) and Agricultural District (A-1) to General Commercial District (C-2) and declaring an emergency. Pg's 26-28

H. **A Resolution** approving a Conditional Use at 881 Rio Bravo Drive as set forth in Ordinance No. 4030. Pg's 29-30

WAIVER

I. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Cruz C. Ortiz in connection with 2207 East Highway 264, a single family dwelling. Pg's 31-32

J. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Mardis Investments, Inc. in connection with N14-08 a non-large scale development. Pg's 33-34

K. **A Resolution** approving a waiver of street improvements, drainage, curbs, gutters and sidewalks as set forth in Ordinance No. 3725 to Elmdale Elementary Media and Health Centers in connections with L14-23 a large scale development. Pg's 35-36

9. **A Resolution** authorizing the execution of a purchase agreement for two fire pumpers, presented by Mike Irwin, Fire Chief. Pg's 37-44

10. Ordinance Committee Report and Recommendations by Chairman Mike Overton:

An Ordinance amending Section 91-67 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. (Committee recommended pass) Pg 45

11. Committee of the Whole Council:

A. **An Ordinance** calling for the simultaneous detachment and annexation of land currently located in Bethel Heights, Benton County, Arkansas, pursuant to ARK Code Ann. §14-40-2101. Pg's 46-48

B. **An Ordinance** calling for the simultaneous detachment and annexation of land currently located in Tontitown, Washington County, Arkansas, pursuant to ARK Code Ann. §14-40-2101. Pg's 49-58

12. Street and CIP Report and Recommendations by Chairman Rick Evans:

A. **An Ordinance** authorizing the City of Springdale Public Works Department to purchase metal truss building with fabric cover including field installation for the storage of road salt and grit; to waive competitive bidding; declaring an emergency; and for other purposes. Pg's 59-75

B. **A Resolution** authorizing execution of a contract for engineering services for design of structural repairs to a collapsed drainage system under Wilkinson Lane. Pg's 76-99

C. **An Ordinance** to waive competitive bidding for replacement of the Library boiler. Pg's 100-107

D. **A Resolution** authorizing the City of Springdale to purchase and enter into a lease with the current tenant for property located at 5573 Elm Springs Road (Tract 59) associated with the 2012 Street Bond Program, Project No. 12BPS7&8 – 56th Street Extension. Pg's 108-110

13. **An Ordinance** authorizing the City Clerk to file a Clean-Up Lien for the removal of overgrown brush and debris on property located within the City of Springdale, Washington County, Arkansas. (620 Geneva St., 303 Park St., 306 NW End St) Pg's 111-129

14. Comments from Department Heads.

15. Comments from Council Members.

16. Comments from City Attorney.

17. Comments from Mayor Sprouse.

18. Adjournment.

RESOLUTION NO _____

**A RESOLUTION EXPRESSING OPPOSITION TO EPA'S PROPOSED
GREENHOUSE GAS EMISSION GUIDELINES**

WHEREAS, EPA has proposed new greenhouse gas emission guidelines for existing fossil-fueled power plants;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the following comments are hereby adopted by the City Of Springdale.

COMMENTS by the Springdale, Arkansas in Opposition to U.S. EPA's Proposed Greenhouse Gas Emission Guidelines for Existing Fossil- Fueled Power Plants

On June 18, 2014, the United States Environmental Protection Agency (EPA) published in the Federal Register a proposal ("Clean Power Plan") for reducing carbon dioxide (CO2) emissions from existing fossil-fueled power plants based on Clean Air Act Section 111(d). EPA's proposed Clean Power Plan establishes significant CO2 emission reductions for coal-fueled power plants in Arkansas that will cause disruptive changes in the state's well diversified electricity mix. Arkansas would only have 12 to 24 months after EPA approves their implementation plans to progress towards meeting their interim emissions target on January 1, 2020.

We note that EPA, in its Regulatory Impact Analysis and databases, lists potential plant unit retirements for Arkansas and predicts that almost 5 million kilowatts of coal, natural gas and oil-fueled generation from 5 generating stations will be shut down between 2016 and 2020 due to its Clean Power Plan.

EPA also acknowledges that other power plant units will retire due to its Clean Power Plan and other plant units across America have retired or will retire between 2010 and 2020, for a total loss of generation that could power 60 million homes due to other recent regulations and factors.

Springdale citizens and businesses enjoy high quality jobs in the manufacturing and agriculture sectors due to much lower electricity rates and higher economic growth than states with self-imposed carbon limits.

Arkansas policymakers, individually and with policymakers from over 30 states have previously expressed their concerns with EPA's plans to regulate CO2 emissions, have supported reasonable environmental policies as long as they maintain predictable, stable, affordable, and reliable supplies of electricity and have expressed the need to preserve the rights and powers of the states, including the sovereign right of each state to determine the appropriate mix of energy resources to meet its electricity needs.

Springdale requests that EPA withdraw the proposed guidelines and issue new guidelines that allow Arkansas and other states to establish policies that are in the best interest of the City of Springdale, Arkansas and the nation. The guidelines should:

1. Respect the primacy of Arkansas by allowing Arkansas to develop plans that establish performance standards and discretion and flexibility in establishing compliance mechanisms.

2. Maintain an adequate, reliable, affordable electrical generating fleet.
3. Be based on EPA guidelines for cost-effective, achievable reductions at the affected power plant units, rather than for the State of Arkansas.
4. Establish emissions guidelines based on adequately demonstrated systems that are fuel and technology specific.
5. Provide credit for significant emissions reductions already made or being made.
6. Avoid premature retirements and stranded assets.
7. Be fair and equitable to all electricity consumers;

Furthermore, EPA should adopt policies that do not conflict with the responsibility of Arkansas and Springdale to provide affordable and reliable supplies of electricity for its citizens;

Springdale is also recommending to our state's legislators that they work with other policymakers in Arkansas such as environmental, financial, and agriculture regulators, attorney general, economic development and governor to:

- a) Provide comments to EPA on the legal, reliability, affordability, achievability, timing, implementation scheduling and other issues that need to be considered for individual and groups of states to eliminate or minimize the aforementioned risks; and
- b) Jointly develop state implementation plans to protect residential, industrial and commercial electricity users and ensure continued reliability of the electric system; and
- c) Continue to engage EPA and other relevant federal agencies and congressional delegations after the regulation is finalized to eliminate or minimize the aforementioned risks and consequences.

PASSED AND APPROVED this 23rd day of September, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:


Ernest B. Cate, City Attorney

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE RE-PLAT OF R.L. HAYES SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

PARENT TRACTS DESCRIPTIONS: (PARCEL #815-22503-000, #815-22504-000)
BOOK 2012, PAGE 19687

PART OF BLOCK 5, OF THE R.L. HAYES SUBDIVISION, IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE SW CORNER OF SAID BLOCK 5, AND RUNNING THENCE NORTH 100 FEET; THENCE EAST 150 FEET; THENCE SOUTH 100 FEET; THENCE WEST 150 FEET TO THE PLACE OF BEGINNING. SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS-OF-WAY AND EASEMENTS.

PARENT TRACT DESCRIPTION: (PARCEL #815-22505-000) BOOK 2009, PAGE 39445

PART OF BLOCK NO. FIVE (5), OF THE R.L. HAYES SUBDIVISION, IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST, AND DESCRIBED AS BEGINNING AT A POINT 100 FEET NORTH OF THE SW CORNER OF SAID BLOCK NO. FIVE (5) AND RUNNING THENCE NORTH 50 FEET; THENCE EAST 150 FEET; THENCE SOUTH 50 FEET; THENCE WEST 150 FEET TO THE PLACE OF BEGINNING, WASHINGTON COUNTY, ARKANSAS.

SURVEY DESCRIPTION: (PARCEL #815-22503-000, #815-22504-000 & #815-22505-000)

BLOCK NO. FIVE(5) OF THE R.L. HAYES SUBDIVISION, IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION ONE(1) IN TOWNSHIP SEVENTEEN(17) NORTH, RANGE THIRTY(30) WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. TO-WIT; BEGINNING AT THE SW CORNER OF SAID BLOCK FIVE(5), SAID POINT BEING A SET IRON PIN ON THE EAST RIGHT-OF-WAY OF CRUTCHER STREET, AND

RUNNING THENCE ALONG SAID EAST RIGHT-OF-WAY N02°22'14"E 150.00' TO A SET IRON PIN AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY AND THE SOUTH RIGHT-OF-WAY OF FINK DRIVE, THENCE ALONG SAID SOUTH RIGHT-OF-WAY S87°37'46"E 150.00' TO A FOUND PIPE, THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND RUNNING S02°22'14"W 150.00' TO A SET IRON PIN, THENCE N87°37'46"W 150.00' TO THE POINT OF BEGINNING. CONTAINING 0.52 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF R.L. HAYES SUBDIVISION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF R.L. HAYES SUBDIVISION, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, WASHINGTON County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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:

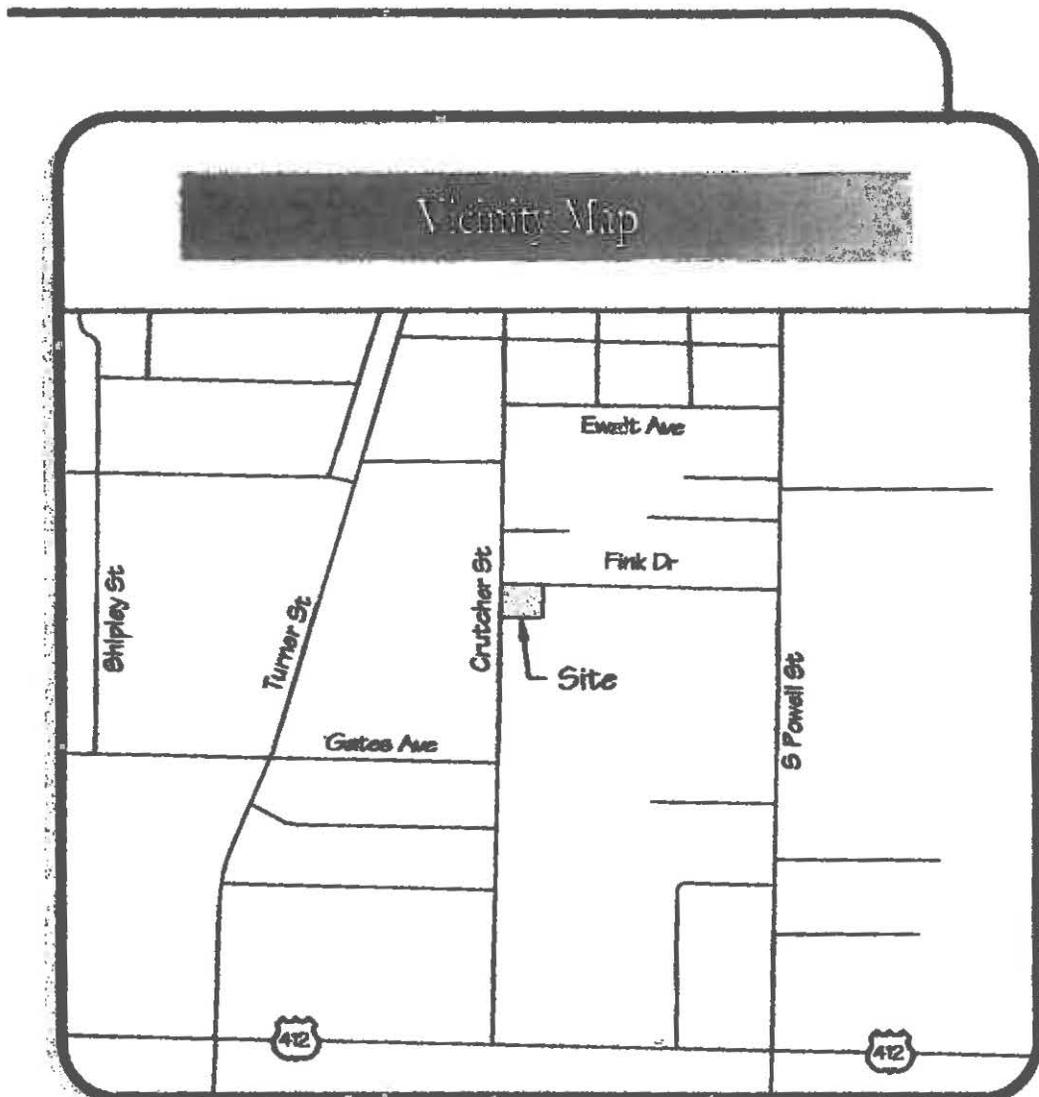
Denise Pearce, CITY CLERK

APPROVED AS TO FORM:



Ernest Cate, CITY ATTORNEY

VICINITY MAP
REPLAT BLOCK 5
RP14-02
R. L. HAYS SUBDIVISION
RANDY EVANS



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING THE RE-PLAT OF LOT 1,
BLOCK 1 OF HENSON HEIGHTS SECOND SUBDIVISION
TO THE CITY OF SPRINGDALE, ARKANSAS, AND
DECLARING AN EMERGENCY.**

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, WASHINGTON County, Arkansas, being more particularly described as follows, to-wit:

PREVIOUS PARCEL #815-22656-000

LOT NUMBERED ONE (1) IN BLOCK NUMBERED ONE (1) OF HENSON HEIGHTS SECOND SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

PREVIOUS PARCEL #815-29349-000

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF LOT NUMBERED ONE (1) IN BLOCK NUMBERED ONE (1) OF HENSON HEIGHTS SECOND SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND RUNNING THENCE N87°10'16"W 107.18', THENCE N02°05'10"E 16.03', THENCE N87°55'31"W 294.86', THENCE S02°05'12"W 12.15', THENCE N87°10'16"W 294.48', THENCE N02°49'44"E 155.00', THENCE S87°10'16"E 694.09', THENCE S01°55'16"W 137.57' TO THE POINT OF BEGINNING. CONTAINING 2.38 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

ADJUSTED PARCEL #815-22656-000

LOT NUMBERED ONE (1) IN BLOCK NUMBERED ONE (1) OF HENSON HEIGHTS SECOND SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, SAID POINT BEING A SET IRON PIN, AND RUNNING THENCE N87°58'06"W 107.55' TO A FOUND IRON PIN, THENCE N02°05'10"E 150.06' TO A FOUND IRON PIN, THENCE N87°55'31"W 99.91' TO A FOUND IRON PIN, THENCE N02°49'44"E 140.28' TO A SET IRON PIN, THENCE S87°10'16"E 204.84' TO A SET IRON PIN, THENCE S01°55'16"W 287.55' TO THE POINT OF BEGINNING. CONTAINING 1.03 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

ADJUSTED PARCEL #815-29349-000

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHEAST CORNER OF LOT NUMBERED ONE (1) IN BLOCK NUMBERED ONE (1) OF HENSON HEIGHTS SECOND SUBDIVISION TO THE CITY OF SPRINGDALE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, AND RUNNING THENCE N87°58'06"W 107.55', THENCE N02°05'10"E 150.06', THENCE N87°55'31"W 99.91' TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A FOUND IRON PIN, AND RUNNING THENCE N87°55'31"W 194.95' TO A FOUND IRON PIN, THENCE S02°05'12"W 12.15' TO A SET IRON PIN, THENCE N87°10'16"W 294.48' TO A SET IRON PIN, THENCE N02°49'44"E 155.00' TO A FOUND IRON PIN, THENCE S87°10'16"E 489.25' TO A SET IRON PIN, THENCE S02°49'44"W 140.28' TO THE POINT OF BEGINNING. CONTAINING 1.68 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

AND WHEREAS, said Planning Commission after conducting a public hearing, has approved the re-plat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said re-plat and join with the said petitioner in petitioning the City Council to accept the said REPLAT OF LOT 1, BLOCK 1 OF HENSON HEIGHTS SECOND SUBDIVISION to the City of Springdale, Arkansas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the RE-PLAT OF LOT 1, BLOCK 1 OF HENSON HEIGHTS SECOND SUBDIVISION, TO THE City of Springdale, Arkansas, as shown on the re-plat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is

hereby accepted by the City of Springdale, WASHINGTON County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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:

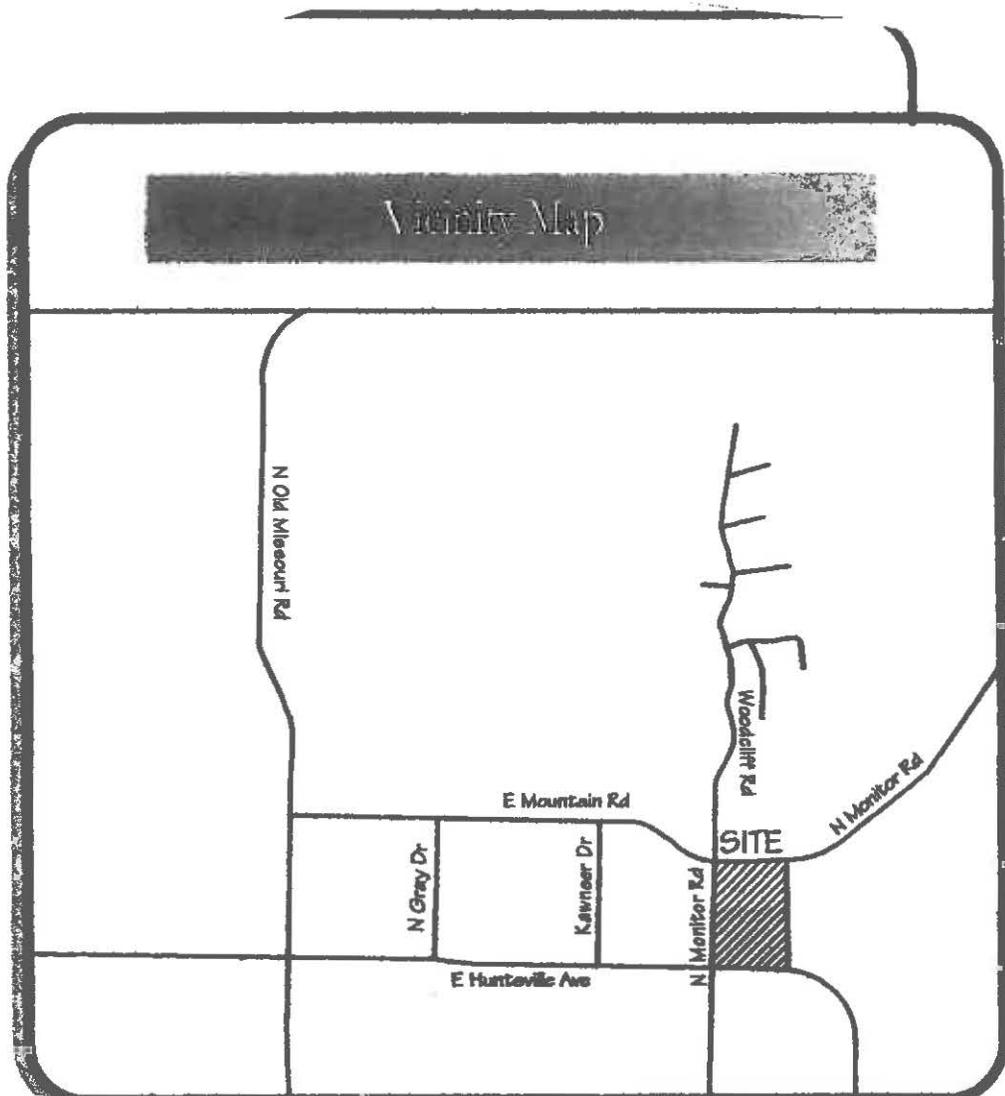
Denise Pearce, CITY CLERK

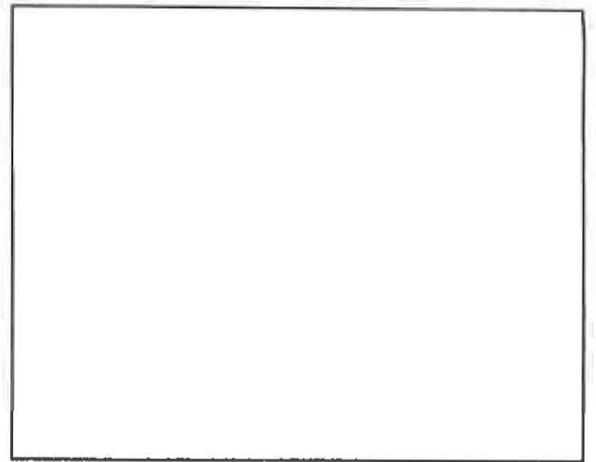
APPROVED AS TO FORM:



Ernest Cate, CITY ATTORNEY

VICINITY MAP
REPLAT
LOT 27-A
R. L. HAYS SUBDIVISION
ANDREW HENSON





ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE REPLAT OF OZARK BUSINESS PARK, A COMMERCIAL SUBDIVISION TO THE CITY OF SPRINGDALE ARKANSAS, AND DECLARING AN EMERGENCY.

BE IT KNOWN BY THE CITY OF SPRINGDALE, ARKANSAS:

WHEREAS, there has been duly presented to the City Planning Commission of Springdale, Arkansas, a plat of certain lands in the City of Springdale, Washington County, Arkansas, being more particularly described as follows, to-wit:

Replat of Ozark Business Park, a Commercial Subdivision to the City of Springdale, Arkansas.

AND WHEREAS, said Planning Commission, after conducting a public hearing, has approved the replat as presented by petitioner, and has approved the dedication of streets, rights-of-way and utility easements as shown upon said replat and join with the said petitioner in petitioning the City Council to accept the said Replat of Ozark Business Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS, that the Replat of Ozark Business Park, as shown on the replat approved by the City Planning Commission, a copy of which is attached to this Ordinance and made a part hereof as though set out herein word for word, be and the same is hereby accepted by the City of Springdale, Washington County, Arkansas, and the City hereby accepts for use and benefit to the public the dedications contained therein.

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:

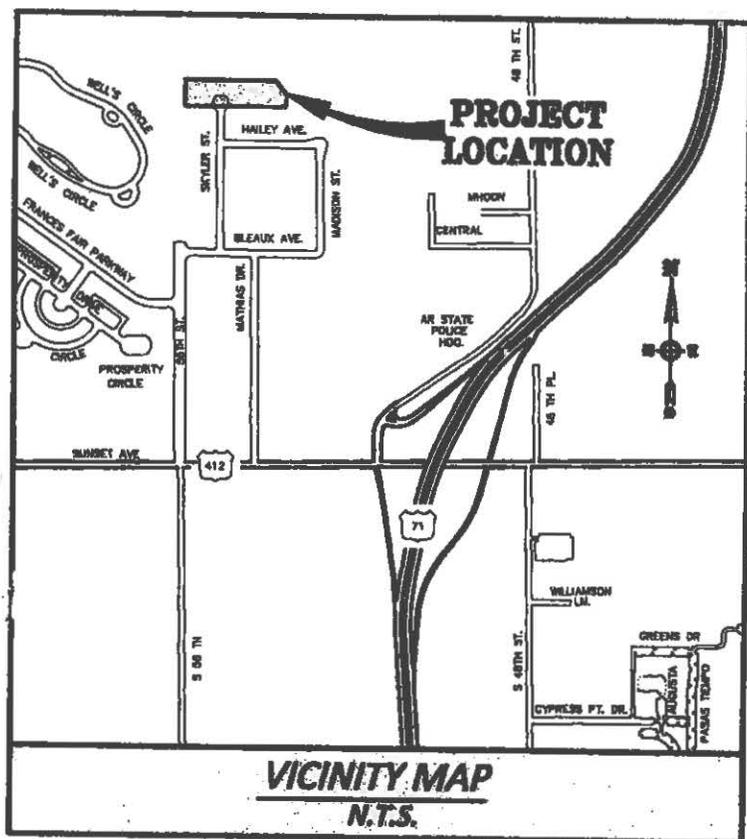
Denise Pearce, CITY CLERK

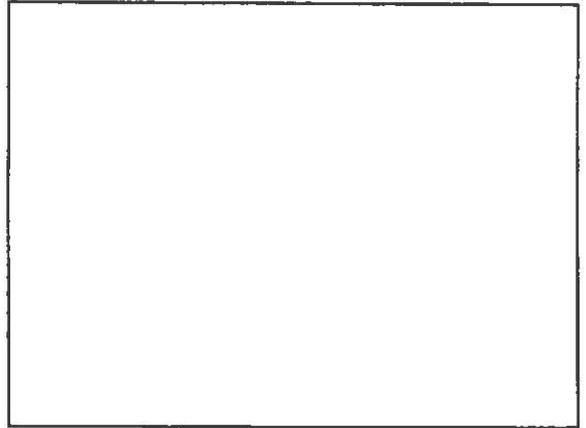
APPROVED AS TO FORM:



Ernest B. Cate, CITY ATTORNEY

REPLAT OF FINAL PLAT OF FINAL PLAT OF OZARK BUSINESS CENTER





ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 3307 THE SAME BEING THE ZONING ORDINANCE OF THE CITY OF SPRINGDALE, ARKANSAS, AND THE PLAT PERTAINING THERETO BY REZONING CERTAIN LANDS FROM AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of September 2, 2014 for hearing the matter of a petition of Mardis Investments, Inc. requesting that the following described tract of real estate be zoned from Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: 4772 W. Sunset Avenue

Legal Description: A part of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4 of Section 4, Township 17 North (T-17-N), Range 30 west (R-30-W) of the fifth principal meridian, Washington County, Arkansas being more particularly described as follows:
Commence at a 2-inch pipe being the northeast corner of said 40 acre tract, thence along the north line of said 40 acre tract, N 87° 36' 47" W, a distance of 1319.33 feet to a point being the northwest corner of said 40 acre tract; thence along the west line of the said 40 tract, S 02° 08' 03" W a distance of 1055.04 feet to a found 1/2" iron pin; thence departing from said west line, S 85° 02' 12" E a distance of 10.80 feet to a set iron pin with cap "PLS 1439" and the point of beginning; thence S 87° 38' 12" E a distance of 115.00 feet to a set mag nail; thence S 02° 20' 02" W a distance of 210.00 feet to a found 2-inch aluminum cap being an AHTD right-of-way marker for the northern right-of-way of Arkansas State Highway 412 (aka W. Sunset Avenue); thence along the said right-of-way (right-of-way varies), N 87° 38' 12" W a distance of 79.70 feet to a set iron pin with cap "PLS 1439"; thence continuing along said right-of-way, N 84° 46' 32" W a distance of 35.27 feet to a set iron pin with Cap "PLS 1439"; thence N 02° 18' 48" E a distance of 208.24 feet to the point of beginning.

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

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

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

From Agricultural District (A-1) to General Commercial District (C-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

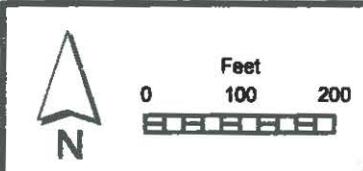
APPROVED AS TO FORM:



Ernest Cate, City Attorney

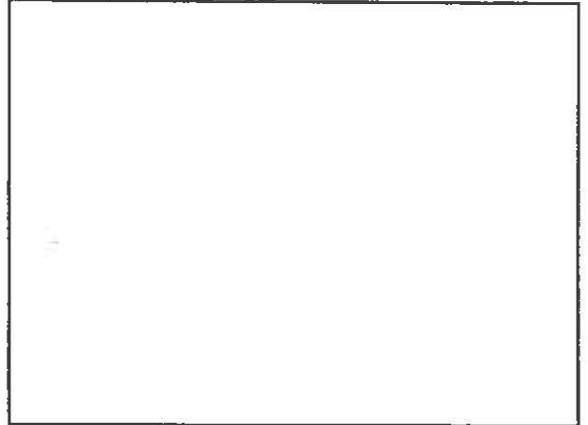


Public hearing sign posted: / /
Public hearing sign posted by: _____
S Public Hearing Sign Location



APPLICANT: MARDIS INVESTMENTS, IN.C
REZONING REQUEST:
A-1 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
9/2/2014



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 September 2, 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: 1408 S. Thompson

Legal Description: Part of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of Section 2, Township Seventeen (17) North, Range Thirty (30) West of the fifth principal meridian, Washington county, Arkansas, being more particularly described as follows:

Commence at the Northeast (NE) corner of said 40 acre tract; thence N 87° 30' 50" W a distance of 40 feet to a found 5/8" iron pin; thence S 02° 48' 35" W A DISTANCE OF 149398 feet to a found 5/8" iron pin; thence S 02° 28' 19" W a distance of 109.80 feet to a point on the western old right-of-way of U.S. Highway 71 Business as defined by the Arkansas State Highway Commission job no. 9448; thence N 86° 33' 48" W a distance of 5.00 feet to a found cotton picker spindle being on the existing right-of-way as defined by said job no. 9448 and the point of beginning; thence along said existing right-of-way, S 02° 44' 00" W a distance of 60.90 feet to a point of curvature and a set iron pin with cap "PLS 1439"; thence continuing along said right-of-way, 34.20 feet along the arc of a curve to the right having a radius of 1100.90 feet, subtended by a chord bearing of S 03° 31' 19" W and a chord distance of 34.20 feet to a found iron pin with cap "MCO PLS 548"; thence leaving said right-of-way, N 87° 39' 20" W a distance of 174.72 feet to a found iron pin with cap that is unreadable;

thence N 02° 59' 41" E a distance of 95.16 feet to a found 1/2" iron pin;
thence S 87° 38' 00" E a distance of 174.76 feet to the point of beginning.

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from 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

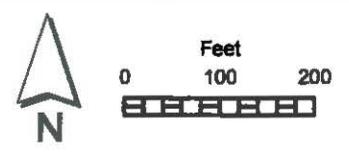
APPROVED AS TO FORM:



Ernest Cate, City Attorney

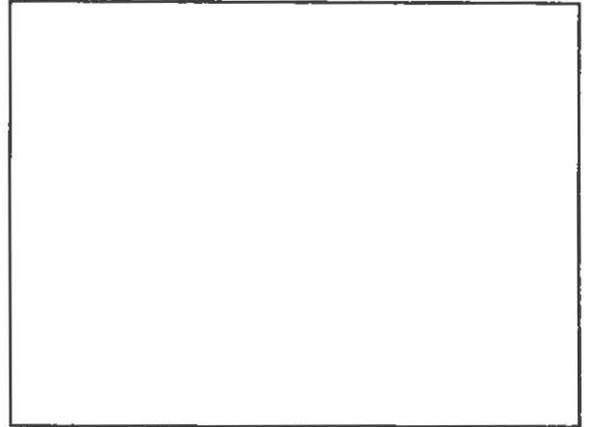


Public hearing sign posted: / /
Public hearing sign posted by: _____
S Public Hearing Sign Location



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

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
9/2/2014



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 AGRICULTURAL DISTRICT (A-1), LOW/MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (SF-2) AND 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 September 2, 2014 for hearing the matter of a petition of Oak Grove Properties, LLC requesting that the following described tract of real estate be zoned from Agricultural District (A-1), Low/Medium Density Single Family Residential District (SF-2) and General Commercial District (C-2) to Thoroughfare Commercial District (C-5) to Thoroughfare Commercial District (C-5).

Layman's Description: NW corner of Elm Springs and Oak Grove Roads

Legal Description: A part of the Northwest corner (NW 1/4) of the Northwest quarter (NW 1/4) of Section thirty-three (33), Township eighteen north (T-18-N), Range 30 West (R-30-W) of the fifth principal meridian, Washington County, Arkansas being more particularly described as follows:

Beginning at the Southeast corner of the said 40 acre tract, thence along the south line of said 40 acre tract, N 87° 12' 21" W a distance of 140.30 feet to a point; thence leaving said south line, N 02° 17' 20" E a distance of 58.85 feet to a set iron pin with cap "PLS 1439"; thence continuing N 02° 17' 20" E a distance of 177.34 feet to a found 5/8" iron pin with damaged cap; thence S 87° 14' 10" E a distance of 140.84 feet to a set mag nail and the east line of the said 40 acre tract; thence along said east line, S 02° 25' 11" W a distance of 236.26 feet to the point of beginning.

AND

A part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Thirty-three (33), Township Eighteen North (T-18-N), Range 30 West (R-30-W) of the fifth principal meridian, Washington County, Arkansas being more particularly described as follows:

Commence at the Southeast corner of the said 40 acre tract, thence along the South line of said 40 acre tract; N 87° 12' 21" W a distance of 140.30 feet to a point; thence leaving said south line, N 02° 17' 20" E a distance of 191.74 feet to a found iron pin with cap "Alan Reid PLS 1008" and the point of beginning; thence N 87° 13' 48" W a distance of 100.06 feet to a found iron pin with cap "Alan Reid PLS 1008"; thence N 87° 12' 06" W a distance of 90.55 feet to a found iron pin with cap "Alan Reid PLS 1008"; thence N 02° 23' 28" E a distance of 122.41 feet to a found 5/8" iron pin; thence S 87° 13' 44" E a distance of 331.41 feet to a point and the east line of said 40 acre tract; thence along said east line, S 02° 25' 11" W a distance of 77.98 feet to a point; thence leaving said East line, N 87° 14' 10" W a distance of 140.84 feet to a found 5/8" iron pin with damaged cap; thence S 02° 17' 20" W a distance of 44.45 feet to the point of beginning.

A part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Thirty-three (33), Township Eighteen North (T-18-N), Range 30 West (R-30-W) of the fifth principal meridian, Washington County, Arkansas being more particularly described as follows:

Commence at the Southeast corner of the said 40 acre tract, thence along the south line of said 40 acre tract, N 87° 12' 21" W a distance of 140.30 feet to the point of beginning; Thence continuing along said South line, N 87° 12' 21" W a distance of 100.00 feet to a point; thence leaving said south line, N 02° 16' 56" E a distance of 150.77 feet to a set iron pin with cap "PLS 1439"; thence S 87° 14' 08" E a distance of 100.02 feet to a set iron pin with cap "PLS 1439"; thence S 02° 17' 20" W a distance of 150.82 to the point of beginning.

A part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Thirty-three (33), Township Eighteen North (T-18-N), Range Thirty West (R-30-W) of the fifth principal meridian, Washington County, Arkansas being more particularly described as follows:

Commence at the Southeast corner of said 40 acre tract, thence along the south line of said 40 acre tract, N 87° 12' 21" W a distance of 140.30 feet to a point; thence continuing along said south line, N 87° 12' 21" W a distance of 100.00 feet to a point; thence leaving said south line, N 02° 16' 56" E a distance of 150.77 feet to a set iron pin with cap "PLS 1439" and the point of beginning; thence, N 02° 14' 03" E a distance of 40.93 feet to a found iron pin with cap "Alan Reid PLS 1008"; thence S 87° 13' 48" E a distance of 100.06 feet to a found iron pin with cap "Alan Reid PLS 1008"; thence S 02° 17' 20" W a distance of 40.92 feet to a set iron pin with cap "PLS 1439" thence N 87° 14' 08" W a distance of 100.02 feet to the point of beginning.

A part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Thirty-three (33), Township Eighteen North (T-18-N),

Range 30 West (R-30-W) of the fifth principal meridian, Washington County, Arkansas, being more particularly described as follows:

Commence at the Southeast corner of the said 40 acre tract, thence along the south line of said 40 acre tract, N 87° 12' 21" W a distance of 140.30 feet to a point; thence continuing along said South line, N 87° 12' 21" W a distance of 100.00 feet to the point of beginning; thence continuing along said South line, N 87° 12' 21" W a distance of 90.94 feet to a point; thence leaving said South line, N 02° 23' 54" E a distance of 150.70 feet to a found 5/8" iron pin; thence S 87° 15' 05" E a distance of 90.63 feet to a set iron pin with cap "PLS 1439"; thence S 02° 16' 56" W a distance of 150.77 feet to the point of beginning.

A part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section Thirty-three (33), Township Eighteen North (T-18-N), Range 30 West (R-30-W) of the fifth principal meridian, Washington County, Arkansas being more particularly described as follows:

Commence at the SE corner of the said 40 acre tract, thence along the south line of said 40 acre tract, N 87° 12' 21" W a distance of 140.30 feet to a point; thence continuing along said south line, N 87° 12' 21" W a distance of 100.00 feet to a point; thence continuing along said south line, N 87° 12' 21" W a distance of 90.94 feet to a point; thence leaving said south line, N 02° 23' 54" E a distance of 150.70 feet to a found 5/8" iron pin and the point of beginning; thence N 02° 20' 33" E a distance of 41.00 feet to a found iron pin with cap "Alan Reid PLS 1008"; thence S 87° 12' 06" E a distance of 90.55 feet to a found iron pin with cap "Alan Reid PLS 1008"; thence S 02° 14' 03" W a distance of 40.93 feet to a set iron pin with cap "PLS 1439"; thence N 87° 15' 05" W a distance of 90.63 feet to the point of beginning

AND WHEREAS, after notice as required by law, the Springdale Planning Commission held a hearing and after hearing arguments for and against such rezoning, recommends to the Springdale City Council that the area described herein should be rezoned from Agricultural District (A-1), Low/Medium Density Single Family Residential District (SF-2) and 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 Agricultural District (A-1), Low/Medium Density Single Family Residential District (SF-2) and 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

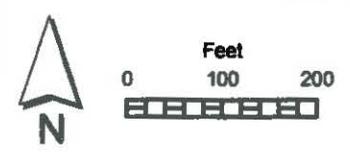
APPROVED AS TO FORM:



Ernest Cate, City Attorney

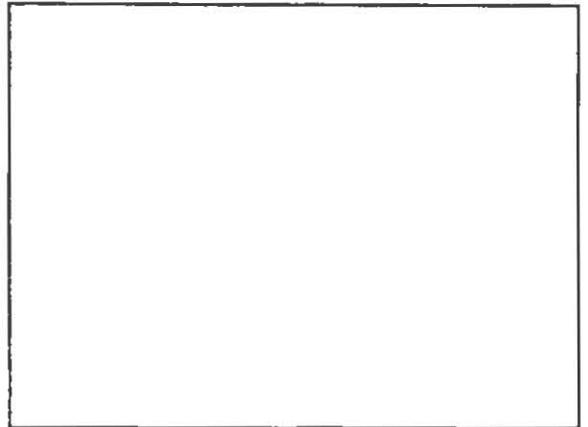


Public hearing sign posted: / /
Public hearing sign posted by: _____
S Public Hearing Sign Location



APPLICANT: OAK GROVE PROPERTIES, LLC.
REZONING REQUEST:
A-1, SF-2, & C-2 TO C-5

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
9/2/2014



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 NEIGHBORHOOD COMMERCIAL DISTRICT (C-1) AND AGRICULTURAL DISTRICT (A-1) TO GENERAL COMMERCIAL DISTRICT (C-2) AND DECLARING AN EMERGENCY:

WHEREAS, the Planning Commission of the City of Springdale, Arkansas, Washington County, gave notice required by law and set a hearing date of September 2, 2014 for hearing the matter of a petition of Mathias Shopping Centers, Inc. requesting that the following described tract of real estate be zoned from Neighborhood Commercial District (C-2) and Agricultural District (A-1) to General Commercial District (C-2).

Layman's Description: North & East of cul-de-sac at north end of Skylar Dr.

Legal Description: A part of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of Section 33, Township Eighteen North (T-18-N), Range Thirty West (R-30-W) of the fifth principal meridian, Washington County, Arkansas being further described as follows: Commence at the Southwest corner of the said SW 1/4 of the SW 1/4 being a found aluminum monument; thence along the west line of the said SW 1/4 of the SW 1/4, N 02° 31' 22" E a distance of 218.32 feet to a found iron pin with cap "Hemingway PLS 852"; thence leaving said west line, S 87° 02' 44" E a distance of 94.84 feet; thence N 02° 41' 16" E a distance of 18.19 feet; thence S 87° 01' 33" E a distance of 247.54 feet to the point of beginning; thence continue S 87° 01' 33" E a distance of 394.50 feet; thence S 82° 46' 51" E a distance of 218.85 feet; thence S 52° 53' 36" E a distance of 98.77 feet; thence S 02° 58' 27" W a distance of 95.76 feet; thence S 52° 53' 36" E a distance of 72.46 feet; thence S 02° 58' 27" W a distance of 28.96 feet; thence N 87° 01' 58" W a distance of 270.36 feet to the Southeast corner of lot 46 of Ozark Business Park as shown on the final plat of said development at plat book 18 at page 5; thence continue N 87° 01' 59" along the south line of said 46 a distance of 437.84 feet to a point on the right-of-way of Skylar Street; thence leaving

said south line continue N 87° 01' 59" W a distance of 25.00 feet to a point on a curve; thence 30.50 feet along a curve to the left, said curve having a radius of 50.00 feet being subtended by a chord bearing of N 55° 16' 04" W and a chord distance of 30.03 feet; thence N 11° 31' 224" E ;a distance of 82.36 feet to a point on the right-of-way of Skyler Street and on the west property line of said lot 46; thence along the west property line of said lot 46 N 02° 49' 00" E 121.14 feet; thence leaving said west line continue N 02° 49' 00" E 18.11 feet to the point of beginning.

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

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

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

From Neighborhood Commercial District (C-1) and Agricultural District (A-1) to General Commercial District (C-2).

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2014

Doug Sprouse, Mayor

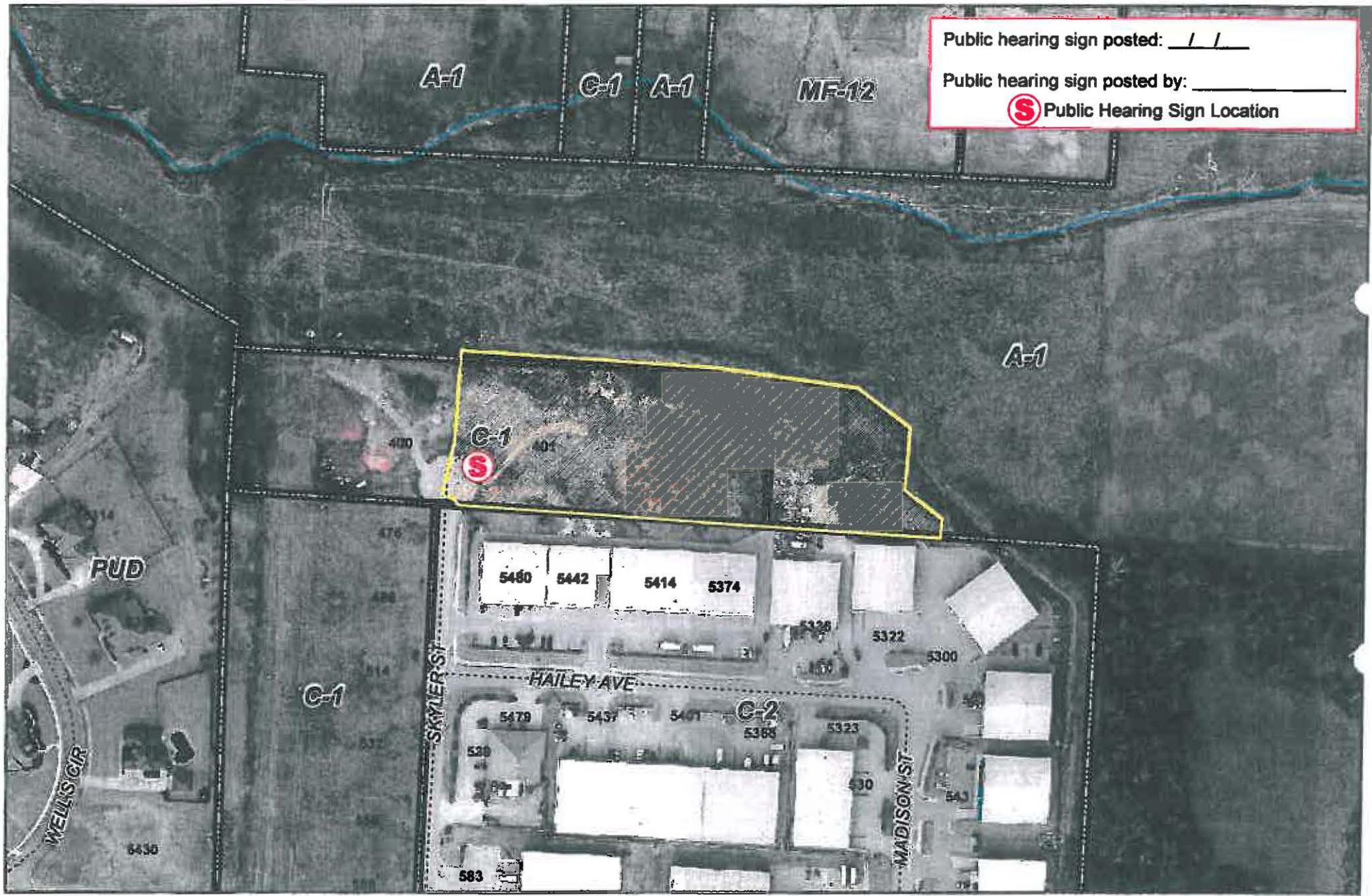
ATTEST:

Denise Pearce, City Clerk

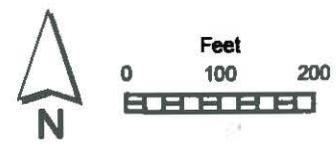
APPROVED AS TO FORM:



Ernest Cate, City Attorney



Public hearing sign posted: / /
Public hearing sign posted by: _____
S Public Hearing Sign Location



APPLICANT: MATHIAS SHOPPING CENTERS, INC.
REZONING REQUEST:
A-1 & C-1 TO C-2

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
9/2/2014

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONDITIONAL USE AT
881 RIO BRAVO DRIVE 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 September 2, 2014, on a request by Metroplex Event Center, Freddy Romerz for a Use Unit 49 (Commercial Assembly) in a General Commercial District (C-2).

WHEREAS, following the public hearing the Planning Commission by a vote of eight (8) yes and no nays (0) recommends that a conditional use be granted to Metroplex Event Center, Freddy Romerz for a Use Unit 49 (Commercial Assembly) in a General Commercial District (C-2) with the following conditions – Limited to a "small venue" based on the number of paved parking spaces in accordance to City Ordinance. Events to be limited to wedding receptions, private parties, training sessions, conferences, birthday parties, prom activities, etc. No stand-alone concerts allowed. Must meet all fire and building code requirements prior to occupancy of the structure.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, that the City Council hereby grants a conditional use to Metroplex Event Center, Freddy Romerz for a Use Unit 49 (Commercial Assembly) in a General Commercial District (C-2) with the following conditions – Limited to a "small venue" based on the number of paved parking spaces in accordance to City Ordinance. Events to be limited to wedding receptions, private parties, training sessions, conferences, birthday parties, prom activities, etc. No stand-alone concerts allowed. Must meet all fire and building code requirements prior to occupancy of the structure

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

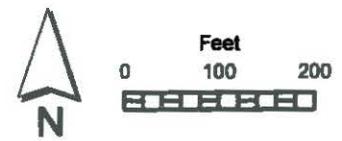
APPROVED AS TO FORM:



Ernest Cate, City Attorney



Public hearing sign posted: / /
 Public hearing sign posted by: _____
S Public Hearing Sign Location



APPLICANT: METROPLEX EVENT CENTER
CONDITIONAL USE REQUEST:
USE UNIT 49

CITY OF SPRINGDALE
PLANNING OFFICE
PLANNING COMMISSION MEETING
9/2/2014

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO CRUZ C. ORTIZ IN CONNECTION WITH 2207 EAST HIGHWAY 264, A SINGLE FAMILY DWELLING

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 improvement including drainage improvements related thereto, sidewalks in connection with 2207 East Highway 264, a Single Family Dwelling for Cruz C. Ortiz 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 2207 East Highway 264 including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Cruz C. Ortiz

Option 2: Denies a waiver of street improvements to 2207 East Highway 264 including drainage improvements related thereto, sidewalks in connection with a single family dwelling for Cruz C. Ortiz.

Option 3: Approves payment in lieu of improvements to 2207 East Highway 264 in connection with a single family dwelling for Cruz C. Ortiz 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 2207 East Highway 264 including drainage improvements related thereto, sidewalks to be built in connection with a single family dwelling for Cruz C. Ortiz.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



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Feet
[Scale bar]

APPLICANT: CRUZ ORTIZ
WAIVER REQUEST: SIDEWALK REQUIREMENTS

PREPARED BY:
CITY OF SPRINGDALE
PLANNING OFFICE

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO MARDIS INVESTMENTS, INC. IN CONNECTION WITH N14-08 A NON-LARGE SCALE DEVELOPMENT

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 including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N14-08 a Non-Large Scale Development for Mardis Investments, Inc. 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 48th Place and Sunset Avenue (state highway 412) including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N14-08, a Non- Large Scale Development for Mardis Investments, Inc.

Option 2: Denies a waiver of street improvements to 48th Place and Sunset Avenue (state highway 412) including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with N14-08, a Non-Large Scale Development for Mardis Investments, Inc.

Option 3: Approves payment in lieu of improvements to 48th Place and Sunset Avenue (state highway 412) in connection with N14-08, a Non-Large Scale Development for Mardis Investments, Inc. 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 48th Place and Sunset Avenue (state highway 412) including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with N14-08, a Non-Large Scale Development for Mardis Investments, Inc.

PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

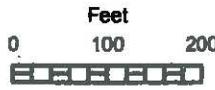
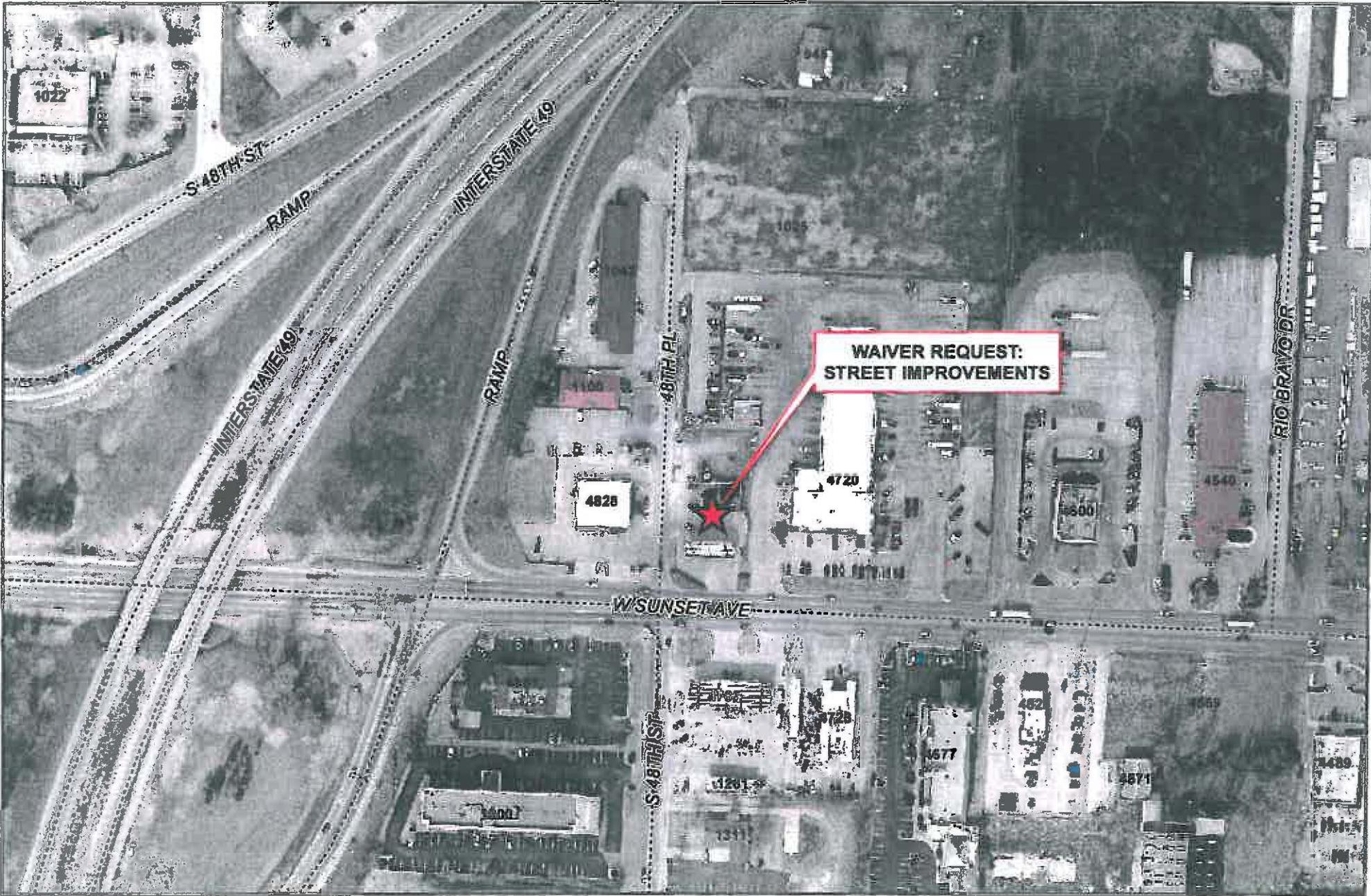
ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



APPLICANT: MARDIS INVESTMENTS, INC.
WAIVER REQUEST: STREET IMPROVEMENTS

PREPARED BY:
CITY OF SPRINGDALE
PLANNING OFFICE

RESOLUTION NO. _____

A RESOLUTION APPROVING A WAIVER OF STREET IMPROVEMENTS, DRAINAGE, CURBS, GUTTERS AND SIDEWALKS AS SET FORTH IN ORDINANCE NO. 3725 TO ELMDALE ELEMENTARY MEDIA AND HEALTH CENTERS IN CONNECTION WITH L14-23 A LARGE SCALE DEVELOPMENT

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 West End and Christian Streets including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L14-23, a Large Scale Development for Elmdale Elementary Media and Health Center. 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 West End and Christian Streets including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L14-23, a Large Scale Development for Elmdale Elementary Media and Health Centers.

Option 2: Denies a waiver of street improvements to West End and Christian Streets including drainage improvements related thereto, curbs, gutters, sidewalks and street lights in connection with L14-23, a Large Scale Development for Elmdale Elementary Media and Health Centers.

Option 3: Approves payment in lieu of improvements to West End and Christian Streets in connection with L14-23, a Large Scale Development for Elmdale Elementary Media and Health Centers 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 West End and Christian Streets including drainage improvements related thereto, curbs, gutters, sidewalks and street lights to be built in connection with L14-23, a Large Scale Development for Elmdale Elementary Media and Health Centers.

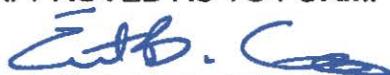
PASSED AND APPROVED THIS _____ DAY OF _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney



**WAIVER REQUEST:
STREET IMPROVEMENTS**



**APPLICANT: SPRINGDALE SCHOOL DISTRICT (ELMDALE ELEMENTARY)
WAIVER REQUEST: STREET IMPROVEMENTS**

**PREPARED BY:
CITY OF SPRINGDALE
PLANNING OFFICE**

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE
EXECUTION OF A PURCHASE AGREEMENT
FOR TWO FIRE PUMPERS**

WHEREAS, the City Council has appropriated funds to purchase two pumper engines; and

WHEREAS, the Fire Chief has reviewed the specifications and the purchase agreement; and

WHEREAS, Pierce Manufacturing, Inc. requires the execution of a purchase agreement when the order is placed;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that the Mayor is hereby authorized to execute a purchase agreement with Pierce Manufacturing, Inc. for two pumper engines for a total of \$747,860.

PASSED AND APPROVED this 23rd day of September, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney



PERFORM LIKE NO OTHER

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and City of Springdale AR, a municipal corporation ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$776,628.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 9 months of the Effective Date of this Agreement, F.O.B. the Fire Department in Springdale AR. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the

material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of Springdale
417 South Holcomb
Springdale AR 72764

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:
Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000
Umbrella/Excess Liability Insurance:
Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation

regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: City of Springdale AR

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: 9/19/2014

EXHIBIT A

PURCHASE DETAIL FORM
Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: September 19, 2014

Customer Name: City of Springdale Arkansas

Quantity	Chassis Type	Body Type	Price per Unit
2	Pierce Saber FR	Pumper	\$388,314.00
			\$
			\$
			\$
			\$

A discount of \$ 28,768.00 is available for payment with the order. Pay \$ 373,930.00 each or \$ 747,860.00 for two Pumper's with the order to receive the discount.

Warranty Period: Per Proposal

Training Requirements: Per Proposal

Other Matters: A 100% Performance Bond will be issued within 2 weeks of the order.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Payment is due at time of contract signing.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF September 19, 2014 BETWEEN PIERCE MANUFACTURING INC. AND [City of Springdale Arkansas] WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN,

EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B
WARRANTY

PER THE PROPOSAL.

EXHIBIT C
PIERCE PROPOSAL

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 91-67 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Section 91-67 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to the enclosure of swimming pools on private property located in the City of Springdale, Arkansas;

WHEREAS, it is in the best interest of the City of Springdale, Arkansas, to amend Section 91-67 of the Code of Ordinances of the City of Springdale, Arkansas, to clarify the swimming pool enclosure requirements contained therein;

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

Section 1: Section 91-67 of the Code of Ordinances of the City of Springdale is hereby amended to read as follows:

Sec. 91-67. Enclosures.

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

Section 2: All other provisions of Chapter 91 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this ordinance shall remain in full force and effect.

Section 3: Emergency Clause: It is hereby declared that an emergency exists and that this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, become effective 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 CALLING FOR THE
SIMULTANEOUS DETACHMENT AND
ANNEXATION OF LAND CURRENTLY LOCATED
IN BETHEL HEIGHTS, BENTON COUNTY,
ARKANSAS, PURSUANT TO ARK. CODE ANN. §14-
40-2101.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____ 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney

Exhibit "A"

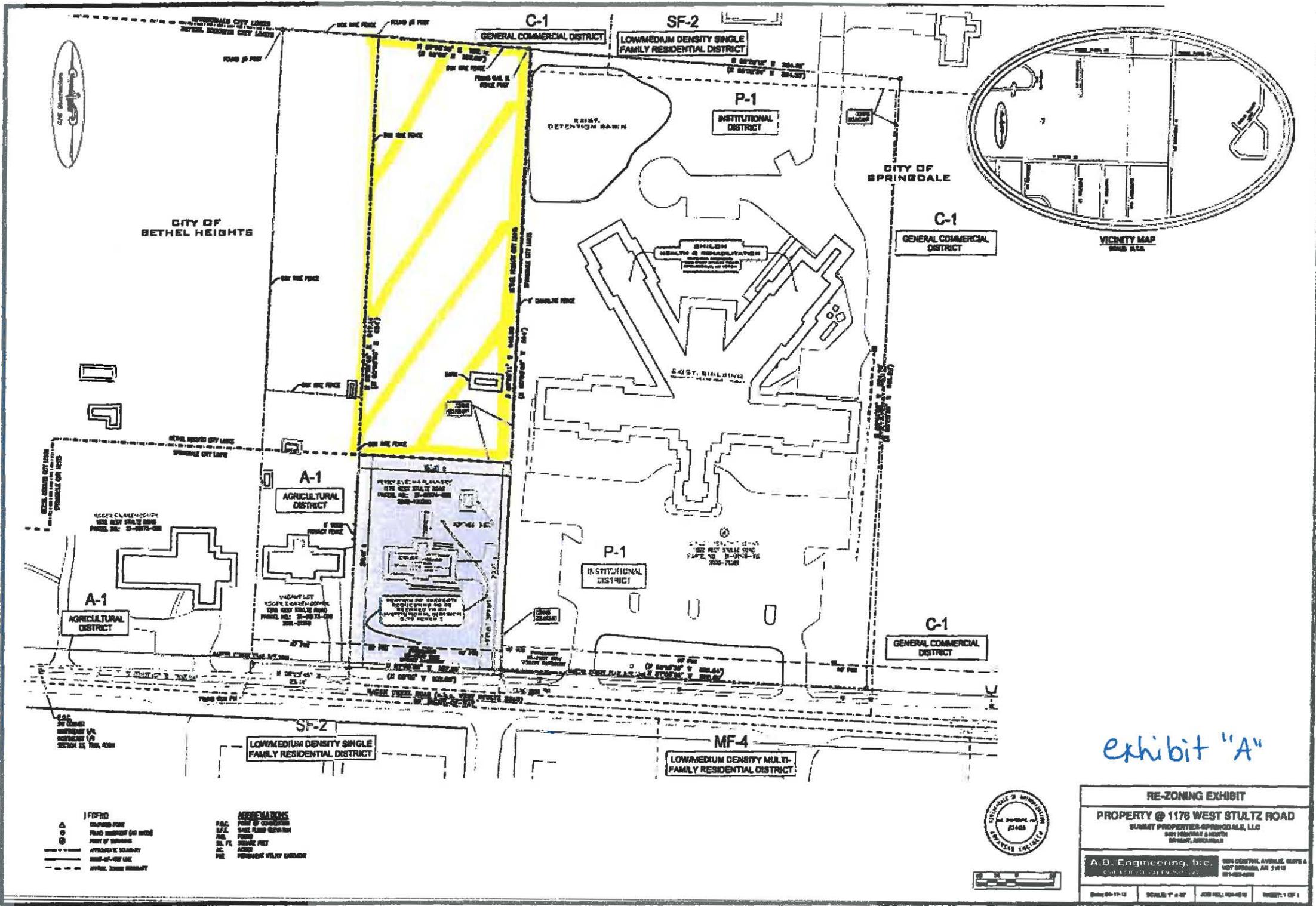


Exhibit "A"



RE-ZONING EXHIBIT			
PROPERTY @ 1176 WEST STULTZ ROAD			
SUMMIT PROPERTIES-SPRINGDALE, LLC			
5001 HIGHWAY 4 NORTH			
SPRINGDALE, ARKANSAS 71903			
A.B. Engineering, Inc.		5001 CENTRAL AVENUE, SUITE 400	
1000 WEST STULTZ ROAD, SUITE 100		SPRINGDALE, ARKANSAS 71903	
Date: 09-17-12	Scale: 1" = 40'	Job No: 100-4510	Sheet: 1 OF 1

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _____ 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest Cate, City Attorney

MILLAR JILES, LLP

ATTORNEYS AT LAW
THE FRAUENTHAL BUILDING
904 FRONT STREET
CONWAY, ARKANSAS 72032
TELEPHONE: 501/329-1133
FACSIMILE: 501/329-1166

G. Michael Millar, P.A.
Gary D. Jiles, P.A.†
Nate Coulter, P.A.*
Lindsey K. Bell
Matthew K. Brown
Daniel C. Brock
James L. Franks, P.A.††*

Other Offices:
Searcy, Arkansas
Little Rock, Arkansas

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

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

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

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

Dear Mayor Sprouse:

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

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

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

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

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

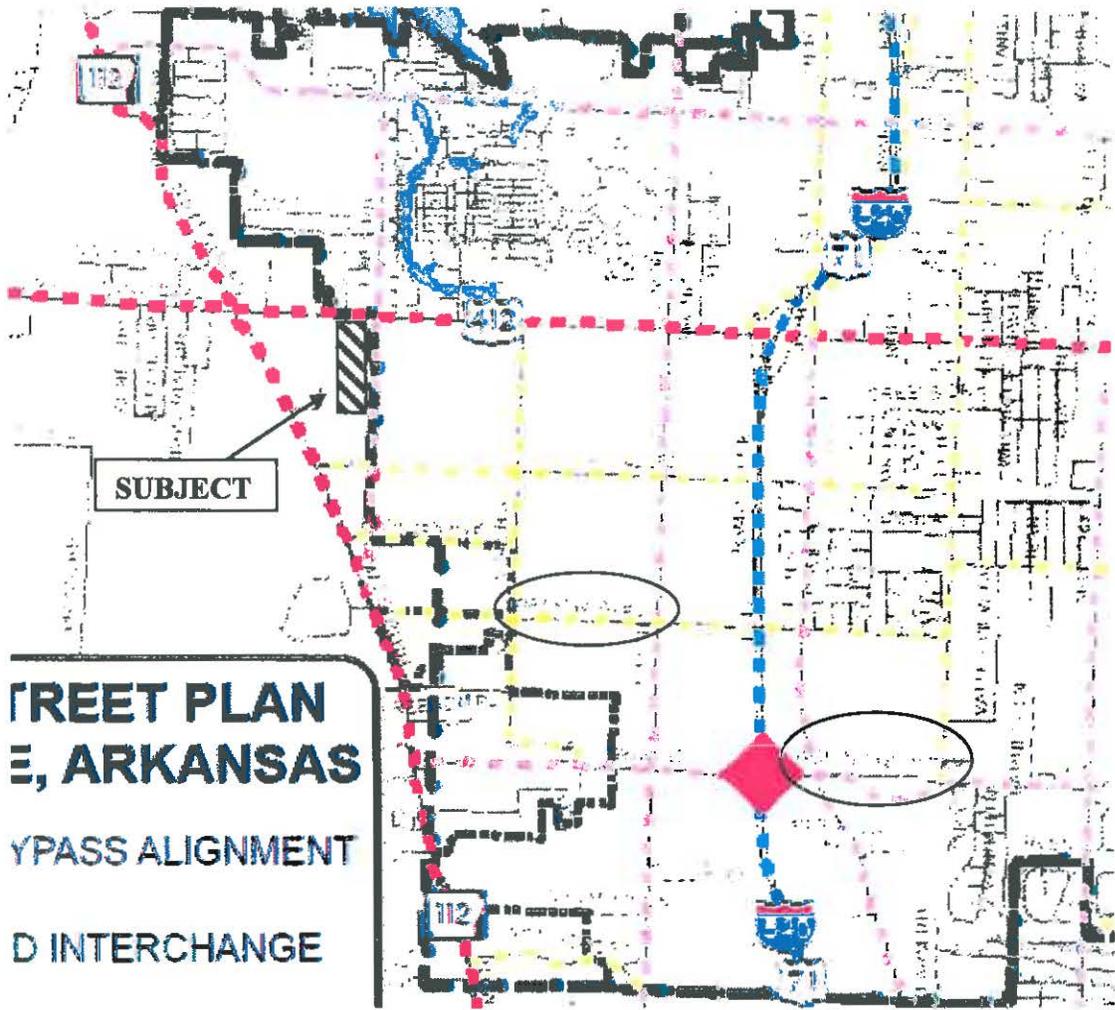
With best personal regards.

Sincerely,

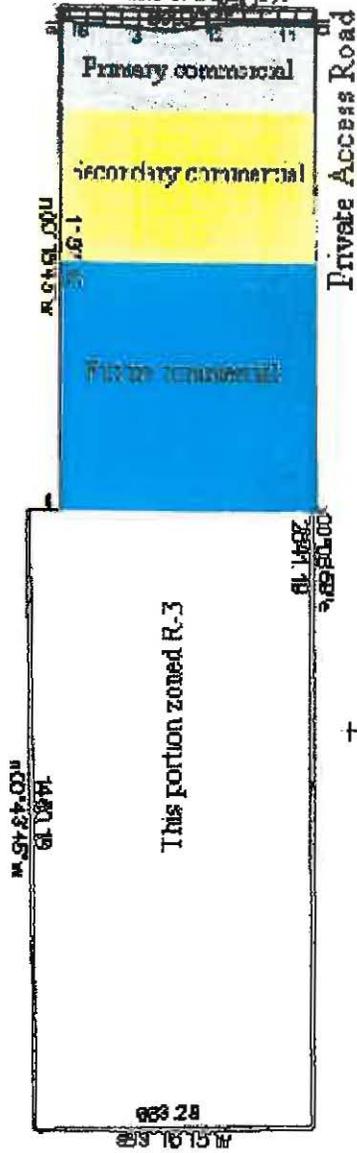


Gary D. Jiles

GDJ/rlaw
Enclosures



Arkansas Highway 412



+/- 15.64 Acres zoned C-2

+/- 22.90 acres zoned R-3

MILLAR JILES, LLP

ATTORNEYS AT LAW
THE FRAUENTHAL BUILDING
904 FRONT STREET
CONWAY, ARKANSAS 72032
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Daniel C. Brock
James L. Franks, P.A.††*

Other Offices:
Searcy, Arkansas
Little Rock, Arkansas

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

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

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

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

Dear Mayor Beckford:

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

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

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

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

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

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

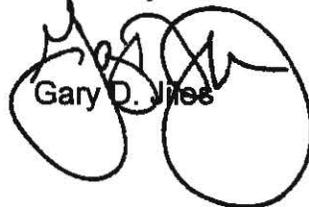
Pursuant to Ark. Code Ann. § 14-40-2002, it is hereby requested that the City of Tontitown make a commitment to First Security to take substantial steps, within the one hundred eighty (180) day period following the filing of this statement, toward providing the additional services set out above, and,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

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

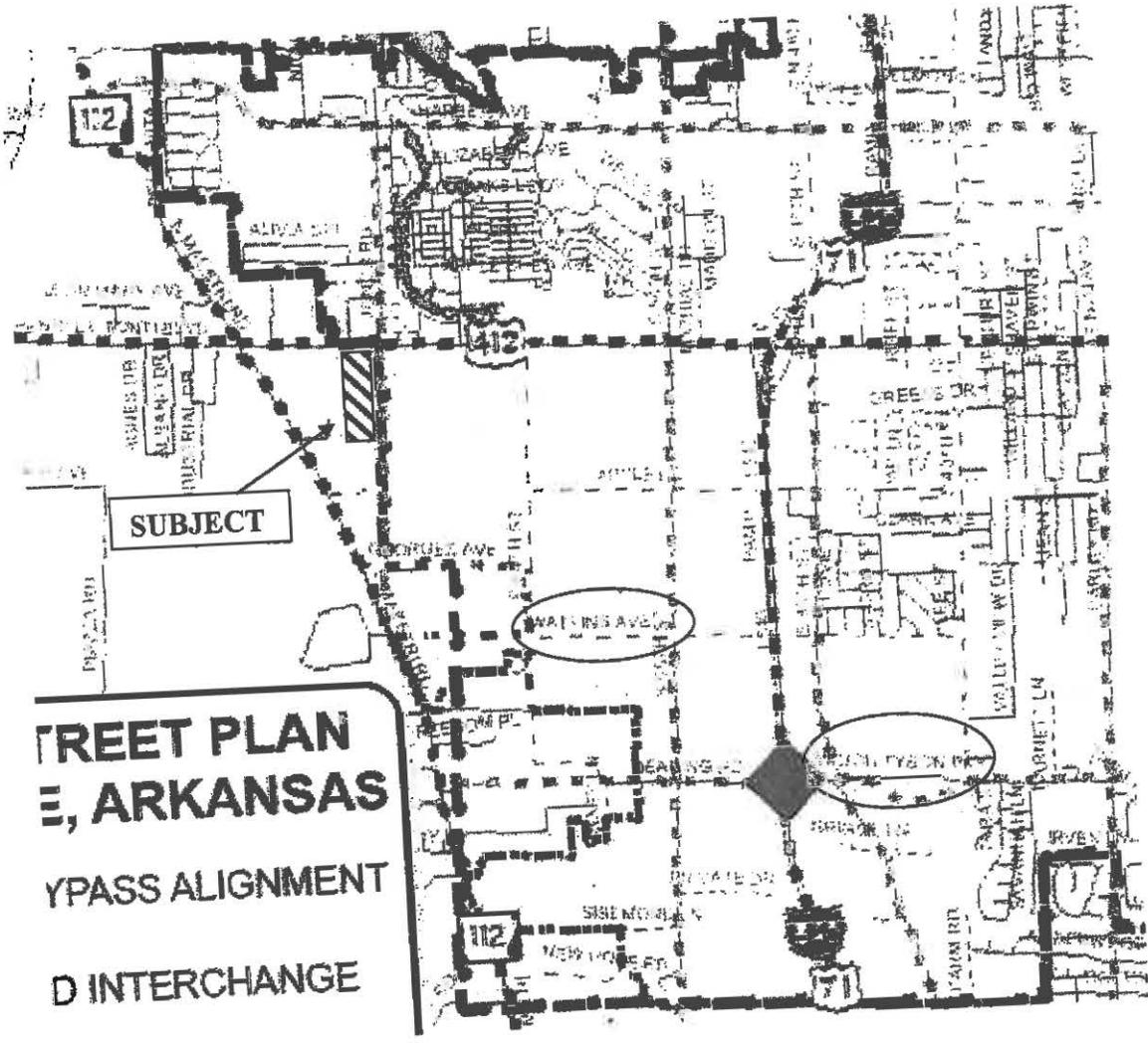
If you have any questions, please give me a call.

With best personal regards.

Sincerely,

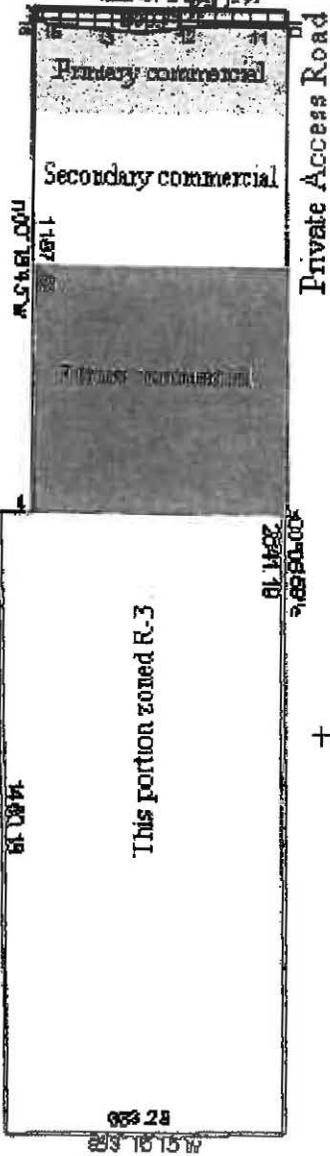

Gary D. Jiles

GDJ/rlaw
Enclosures



**STREET PLAN
 E, ARKANSAS**
 YPASS ALIGNMENT
 D INTERCHANGE

Arkansas Highway 412



+/- 15.64 Acres zoned C-2

+/- 22.90 acres zoned R-3

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this ____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



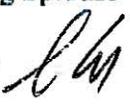
Ernest B. Cate, City Attorney



Public Works Department

Streets and Public Facilities

MEMORANDUM

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

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

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

- USI Consulting Engineers in consultation with ClearSpan Fabric Structures Company began design of the bulk road salt/grit storage building, and the calcium chloride/ beet juice spill containment structure.
- USI Consulting Engineers has completed the design of the storage building and associated spill containment structure and ClearSpan Fabric Structures has completed their design of the fabric structure component to exactly fit the concrete structure (to be constructed by Public Works personnel) as design by USI.
- ClearSpan has submitted their quote to supply the fabric structure including the cost for on-site erection services in the total amount of \$79,961
- USI Consulting Engineers have estimated the cost of materials to construct the concrete structure as follows:

1. Concrete - 290 cubic yards @ \$80/cubic yard	\$23,200
2. Reinforcing steel (rebar) - 21,750 lbs. @ \$0.75/lb	\$16,312
3. Class 7 Base - 300 Ton @ \$7.50/ton	\$2,250
4. Mixing/Loading Pad - 210 tons base @ \$7.50/ton	\$1,575
5. Mixing/Loading Pad - 112 tons HMA @ \$69/ton	\$7,728
6. Chemical Storage Tanks	<u>\$20,530</u>

Total cost of materials for concrete structure, tanks and asphalt pad \$71,595

Total cost of storage building including the ClearSpan component \$151,556

Total cost of snow/ice removal equipment \$154,620

Total for equipment and storage building \$306,176

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

269 E. Randall Wobbe Lane, Springdale, Arkansas 72764

Phone: 479.750.8135

Fax: 479.750.8504



1395 John Fitch Blvd.
 South Windsor, CT 06074
 Phone: 800-603-4445
 Fax: 800-457-8887

Exhibit A

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

ClearSpan Fabric Structures

*** Order Confirmation ***

ORDER REF.	SHIP REF.	SALESPERSON	PURCHASE ORDER NO.	PAYMENT INFORMATION
6065308		BWILLI		INT

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

CUSTY NO. 6065308 Complete Order

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

SHIP TO:

479-601-4270 * Order Confirmation *

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

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

Sam Goade

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

Good morning Sam,

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

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

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

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

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

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

Proprietary advantages.

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

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

Hope this helps.

Joe Teixeira
Truss Municipal Sales Specialist

ClearSpan Fabric Structures
1395 John Fitch Blvd, South Windsor, CT 06074
800.603.4445 x150 fax: 800.457.8887
ClearSpan.com





Corporate Offices

1305 John Fitch Blvd., South Windsor, CT 06074

Phone: 1.866.643.1010 • International Phone: 860.769.0046

Fax: 1.860.760.0210 • Website: www.clearspan.com

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

August 19, 2014

SPRIGDALE ARKANSAS PUBLIC WORKS SALT STORAGE FACILITY

Our Company



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

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



Our Process

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

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

Design-Engineer

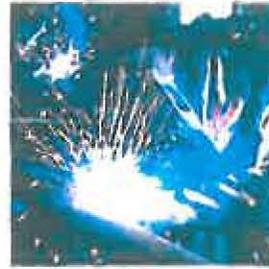
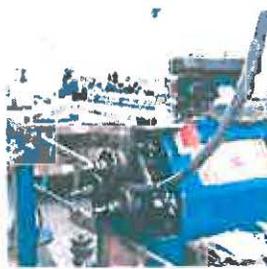
Whether or not you require financing, once your fabric structure's specifications have been approved, our engineers take over. The ClearSpan engineering team turns your structure's customizations and building requirements into a cohesive plan. Using the most updated Computer-Aided Design (CAD) software,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



Manufacturing

Steel Trusses

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



Fabric Covers

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



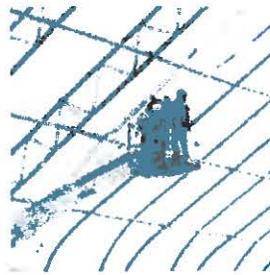
Packaging and Shipping

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



Installation

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



Our process is well organized, efficient and customer focused.

COMPANY DATA:

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

Phone 1-800-603-4445
Fax 1-800-457-8887
Email Jteixeira@clearspan.com
Website www.clearspan.com

CAGE CODE: 59TQ1
DUNS: 828765102
NAICS CODES: 236220, 332311, 314912, 321992, 327390, 444190
SIN: 361-10A
PCS: N045, Y159, Y172, Y174, Y199
TAX ID: 205699434

COMPANY SIZE STATUS: UNDER 500

PARTIAL - MUNICIPALITY/STATE/MILITARY PAST PERFORMANCE LIST:

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

Direct contacts:

Joseph Teixeira ph 1-800-603-4445 ext 150 jteixeira@clearspan.com

Brad Williams ph 1-800-603-4445 ext 241 bwilliams@clearspan.com

Request a Quote

SOLUTIONS

- Equine Riding Arenas
- Sand Storage & Salt Storage
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- Livestock Housing
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- The ClearSpan Advantage
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- Financing
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- Smaller Buildings

COMPANY

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CONTACT US

Web: www.clearspan.com
 Phone: 866.643.1010
 Int'l: 860.760.0046
 Fax: 860.760.0210
 E-Newsletter: [SIGN UP](#)



Sand Storage & Salt Storage



An Easy, Economical Solution

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

Request a Quote

Features & Benefits

Economical



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

Minimal Foundation Requirements



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

Finest Quality Products



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

Environmentally Friendly



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

Cover All Your Needs

- ✓ ClearSpan structures are built to last.



Latest News

- 11/15/2014 [ClearSpan Structures](#)

Latest Videos



Recent Projects



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

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

Customized Engineering



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

Spacehouse Storage



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

Building Profiles

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



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

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

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

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

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

http://www.clearspan.com/fabric/structures/cat1a;cs1_sand_salt_storage.html

8/19/2014

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

1.866.643.1010 or [Contact Us](#)
[Indoor Riding Arenas](#) [Sand & Salt Storage](#) [Warehousing & Manufacturing](#)
[Athletic Facilities](#) [Agricultural Buildings](#)
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1205 John Fitch Blvd., South Windsor, CT 06074
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Customer Success Stories

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

Kuhlman Corporation was started in 1901 by a bricklayer, Adam Kuhlman. Today, the company has eight facilities around the United States and offers a variety of services including masonry, concrete, brick, stone, water and sewer services and more. The company is a wholesale distributor of a wide range of construction materials for masonry, concrete and other trades. [Read More](#)



Ours versus Theirs



Fast Construction

Can easily build up to 5,000 sq. ft. in a day, which results in lower construction costs

Long construction timelines raise costs. It may take months for building to be completed

Low Maintenance

Durable materials withstand corrosive environments. No painting or chemicals required for upkeep

Painting may be required every 3 to 5 years, as well as additional maintenance. Materials may rot or rust

Maximum Usable Space

No interior support posts means equipment and vehicles can maneuver with ease, minimizing deployment time

Support posts and beams limit usable space and may get in the way of loaders and other equipment

Minimal Foundation Requirements

Can be built directly on the ground, eliminating the high cost of concrete footings

Concrete footings and foundation can more than double costs and lengthen construction time

Installation - Options

Installation Services

- Experienced ClearSpan crew
- On-site supervisor to guide your team
- Superior technical support

[Learn More](#)



Customizable Features to Complete Your Sand & Salt Storage Building

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

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



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

Did You Know...

- ClearSpan Fabric Structures works with you one on one
- ClearSpan Fabric Structures offers the latest building solutions
- ClearSpan Fabric Structures will tailor the structure to your site
- Do you want to know more?

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

[Request a Quote](#)

SOLUTIONS

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- [Sand Storage & Salt Storage](#)
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Certifications & Membership



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

Manufacturing Certifications

CAN/CSA-A660 Certified



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

CWB W47.1 Certified



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

IFAI (Industrial Fabrics Association International) Member



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

FSA (Fabric Structures Association) Member



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

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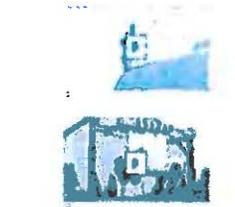
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fabricators, we are better able to examine and understand the role fabric plays in the building industry.

Engineering and Design Team Memberships and Certifications

CSWA (Certified SolidWorks® Associates)



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

ASABE (American Society of Agricultural and Biological Engineers)



American Society of
Agricultural and Biological Engineers

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

NSPE (National Society of Professional Engineers)



National Society of
Professional Engineers

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

ASCE (American Society of Civil Engineers)



American Society of Civil Engineers

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

Professional Engineers (P.E.)

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

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

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RESOLUTION NO. _____

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of September, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:



Ernest B. Cate, City Attorney





LETTER OF TRANSMITTAL

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

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

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

WE ARE SENDING YOU:

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

COPIES	DESCRIPTION
2	Professional Services Agreement

THESE ARE TRANSMITTED AS CHECKED BELOW:

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

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

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

SIGNED: _____

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

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

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

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

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

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

ARTICLE I
GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II SCOPE OF SERVICES

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

- Sec. 2.2. The SERVICES required under this AGREEMENT shall commence on the date of the execution of this agreement by the CITY and will proceed in accordance with the schedule shown in Attachment "B".
- Sec 2.3. The ENGINEER shall begin work within ten (10) calendar days of receiving a notice-to-proceed from the CITY.

ARTICLE III ADDITIONAL SERVICES

- Sec. 3.0. Additional Services are those services which may be required by the CITY which are beyond the Scope of Services set forth in Attachment "A" to this AGREEMENT. The ENGINEER shall provide such Additional Services only when properly authorized by the CITY. Such Additional Services shall be negotiated and agreed upon in writing by both PARTIES, and this AGREEMENT must be amended prior to commencement.
- Sec. 3.1. Additional Services which may be added to this AGREEMENT are defined in Attachment "C".
- Sec 3.2. The ENGINEER shall advise the CITY as to the necessity of CITY providing data or services of the type described in Attachment "C" and assist the CITY in obtaining such data and services.

ARTICLE IV RELATIONSHIP OF THE PARTIES

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

ARTICLE V RESPONSIBILITIES OF THE CITY

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

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

Sec. 6.4. Excess Liability Umbrella Form

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

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

Sec 6.5. Professional Liability

Limits of Liability:

Aggregate	\$1,000,000
Per Claim	\$1,000,000

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

**ARTICLE VII
INDEMNIFICATION AND LIABILITY**

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

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

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

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

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

ARTICLE VIII COMPENSATION

Sec. 8.0. The CITY agrees to compensate the ENGINEER monthly for all SERVICES provided in accordance with Attachment "D".

Sec. 8.1. The ENGINEER shall submit invoices to the CITY monthly for payment of SERVICES performed during the preceding calendar month. The total amounts set forth in Attachment "D" represent the maximum amounts payable to the ENGINEER for its SERVICES. The CITY shall make payment within 30 days after receipt of the ENGINEER'S invoice. Should the CITY fail to make payment, the ENGINEER shall be entitled to an additional payment of 1 percent per month on the outstanding balance until the invoice is paid.

Sec. 8.2. The CITY shall not be obligated to compensate the ENGINEER for SERVICES described herein which exceed the total compensation set forth in this AGREEMENT. If the scope of SERVICES is increased as provided in Article III of the AGREEMENT, the ENGINEER shall not be obligated to perform the additional SERVICES or otherwise incur costs for such additional SERVICES, unless the CITY has notified the ENGINEER in writing that such compensation is increased. The notification shall specify the revised compensation which shall thereupon constitute the new total compensation for performance of SERVICES under this AGREEMENT.

Sec. 8.3. Upon satisfactory completion of the SERVICES required under this AGREEMENT, and as a condition for final payment or termination settlement under this AGREEMENT, the ENGINEER shall execute and deliver to the CITY a release of all claims against the CITY arising under or by virtue of this AGREEMENT, except claims which are specifically identified by the ENGINEER as to date and amount.

ARTICLE IX USE OF DOCUMENTS

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

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

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

ARTICLE X OPINIONS OF PROBABLE COST

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

part thereof without additional compensation.

**ARTICLE XI
HAZARDOUS ENVIRONMENTAL CONDITIONS**

- Sec. 11.0. If a Hazardous Environmental Condition is recognized by the ENGINEER during the course of his normal duties, the ENGINEER shall have the obligation to notify CITY, and, to the extent of applicable laws and regulations, appropriate governmental officials.
- Sec. 11.1. It is acknowledged by both parties that the ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. The CITY acknowledges that ENGINEER is not and shall not be required to become a "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the PROJECT in connection with ENGINEER's activities under this AGREEMENT.

**ARTICLE XII
TERMINATION**

- Sec. 12.0 This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, if the other party is given:
- 12.0-1. Not less than 30 calendar days written notice of intent to terminate, delivered by certified mail, return receipt requested, and
- 12.0-2. An opportunity for consultation and 30 day cure period with the terminating party prior to termination.
- Sec. 12.1. This AGREEMENT may be terminated in whole or in part by letter from the CITY for its convenience, if the ENGINEER is given notice as provided by Section 12.0-1.
- Sec. 12.2. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made.
- Sec. 12.3. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the CITY, there shall be an equitable adjustment for SERVICES performed. The equitable adjustment for termination shall provide for payment to the ENGINEER for SERVICES rendered and expenses incurred prior to the termination and costs reasonably incurred by the ENGINEER for commitments made prior to the termination.
- Sec. 12.4. Upon receipt of a notice of termination pursuant to Section 12.1 or Section 12.2, the ENGINEER shall:

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

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

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

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

ARTICLE XIII PERFORMANCE SCHEDULE AND LIQUIDATED DAMAGES

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

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

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

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

CITY OF SPRINGDALE, ARKANSAS

USI CONSULTING ENGINEERS, INC.

By: _____

By: _____

Honorable Doug Sprouse, Mayor
Title

Charles R. Nickle, CEO
Title

Attest

Attest

Denise Pearce, City Clerk
Title

Terry W. Carpenter, President
Title

ATTACHMENT 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

WILKINSON LANE DRAINAGE STRUCTURE REPLACEMENT

CITY OF SPRINGDALE PROJECT NO. _____

USI PROJECT NO. 1409043

1. Scope of Project

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

2. Basic Services

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

3. Topographic Surveys

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

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

4. Geotechnical Investigations

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

5. Design Phase

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

6. Construction Phase Services

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

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

7. Project Deliverables

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

8. General

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

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

ATTACHMENT "B"

SCHEDULE

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

**CITY OF SPRINGDALE PROJECT NO. _____
USI PROJECT NO. 1409043**

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

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

ATTACHMENT "C"

ADDITIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT

between

THE CITY OF SPRINGDALE, ARKANSAS

and

USI CONSULTING ENGINEERS, INC.

for

WILKINSON LANE DRAINAGE STRUCTURE REPLACEMENT

CITY OF SPRINGDALE PROJECT NO. _____

USI PROJECT NO. 1409043

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

TOTAL Reimbursable Expenses \$ 1,000

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

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

EXHIBIT 1

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

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

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

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

ORDINANCE NO. _____

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

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

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

WHEREAS, the Library Director has recommended acceptance of the proposal from Multicraft/Airworks, due to the fact that they are currently the maintenance provider for the library, and

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

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

Section 1. This Council finds that due to the complex nature of this project and current maintenance provider competitive bidding is not feasible and is hereby waived for replacement of the library boiler with funds from the Capital Improvement Project Fund not exceed \$62,700.

Section 2. Emergency Clause. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

PASSED AND APPROVED this 23rd day of September, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM



Ernest B. Cate, City Attorney

Boiler Replacement

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

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

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

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

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

THE CREST COMBUSTION SYSTEM

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

IN A 2 MILLION BTU/HR CREST BOILER

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

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

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

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

THE CREST HEAT EXCHANGER

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

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

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

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

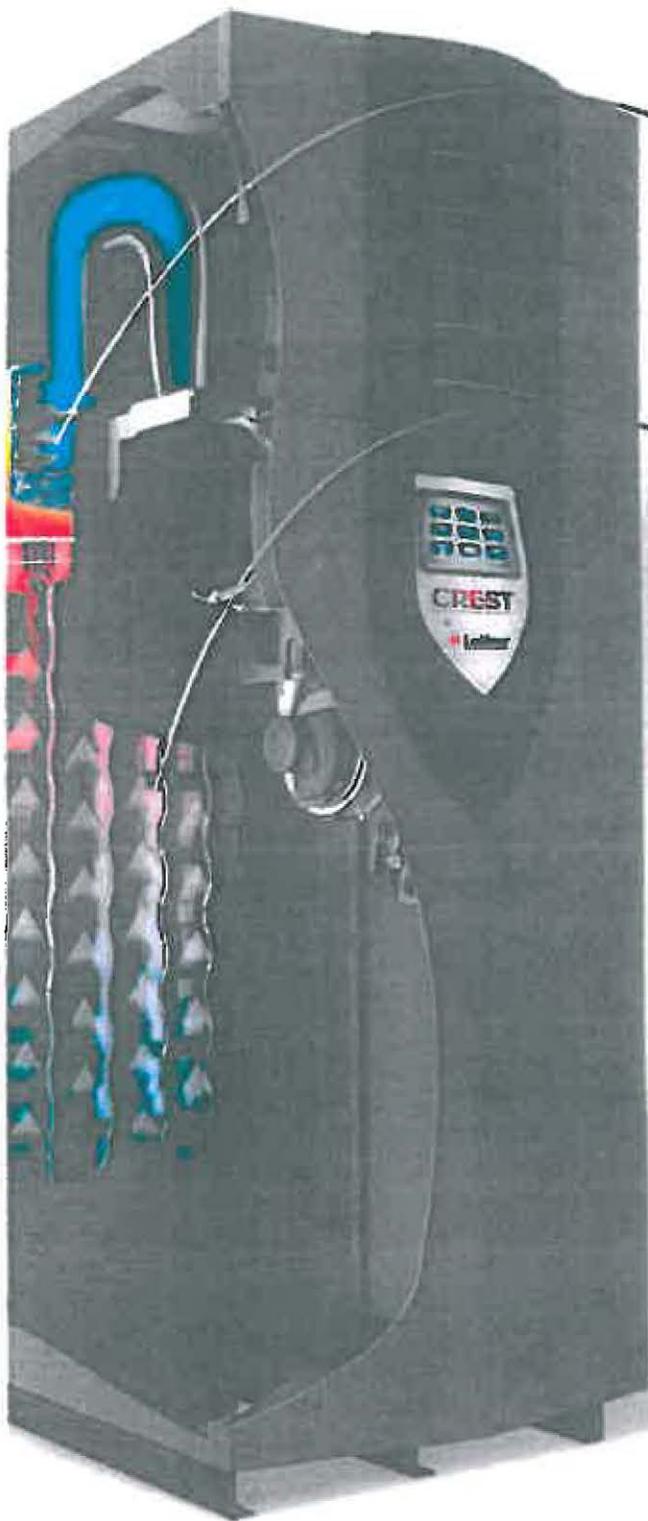
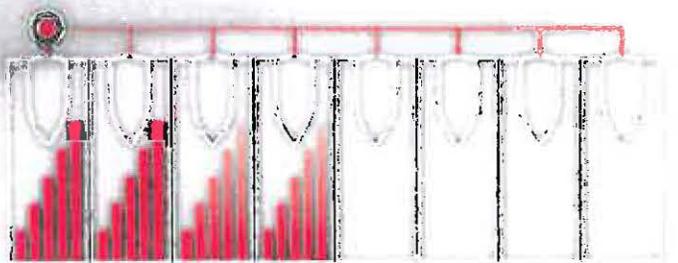
CONDENSATE IS DRAINED INTO A STAINLESS STEEL COLLECTOR, TO BE PIPED TO A SUITABLE FLOOR DRAIN.

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

BUILT-IN CASCADING SEQUENCER

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

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



UNEQUALED CONTROL AND MONITORING FUNCTIONS THAT ARE EASY TO USE

The CREST features Lochinvar's popular, all-in-one SMART TOUCH™ control panel. Amplified with all touchscreens, the multi-color LCD panel allows the user to graphics and visual control system in the boiler. Additionally, it is smartly dressed with distinctive features and control parameters. It provides the operators with outstanding functionality, a direct readout and customized data retrieval. The CREST'S SMART TOUCH control can be integrated directly into a Building Automation System via Modbus protocol, or other communication protocols via a gateway device.

MODBUS COMMUNICATION

BUILDING MANAGEMENT SYSTEM CONTROL

PC CONNECTION

OUTDOOR RESET

NIGHT TEMPERATURE SETBACK

HOT WATER GENERATOR COMPATIBILITY

SYSTEM AND BOILER PUMP CONTROLS

FREEZE PROTECTION

PRODUCT SERVICE DUE INDICATOR

PASSWORD SECURITY

SMART TOUCH



DIRECT-VENTING UP TO 100 FEET

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



Room Air Vertical



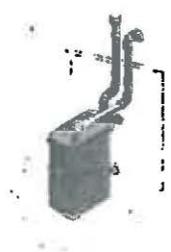
Room Air Sidewall



Direct-Vent Sidewall



Common-Vent*



Direct-Vent Vertical



Vertical w/Sidewall Air

*Contact Lochinvar for information on common venting of CREST boilers.

THE INDUSTRY'S FIRST WAVE™ FIRE-TUBE BOILER IS ALSO THE INDUSTRY'S BEST

Through an extensive research and design program, Lochival has incorporated the best technology in a fire-tube boiler. The CREST™ Boiler features the Wave™ Full stainless steel fire-tube. Each CREST fire-tube has a larger float capacity than other industry fire-tubes. Each wave laser-fits and welds. This extensive, new design provides top heat transfer capacity for tube.

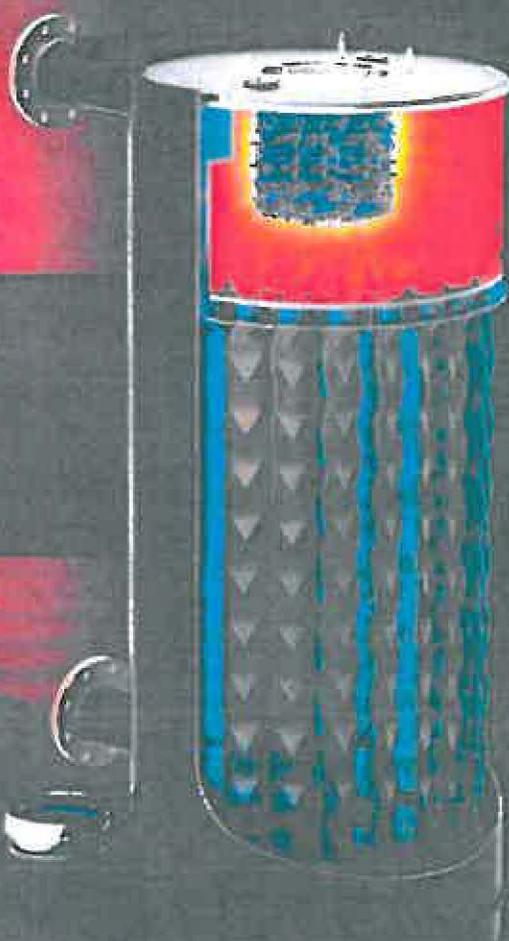


The Wave™ Full stainless steel fire-tube wave tube is both the most water resistant and the most gas-tight. The Wave™ Full stainless steel fire-tube is the only fire-tube that is laser-welded. The Wave™ Full stainless steel fire-tube is the only fire-tube that is laser-welded. The Wave™ Full stainless steel fire-tube is the only fire-tube that is laser-welded.

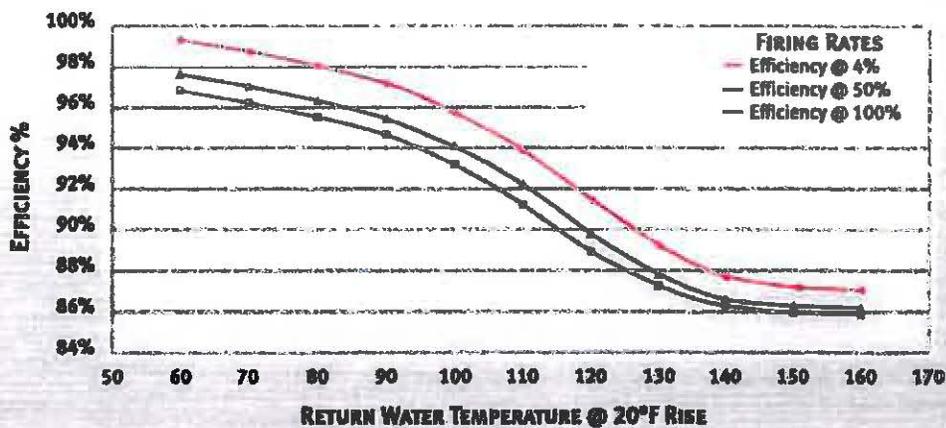
Each fire-tube is welded into the heat exchanger head and terminated by wave. The heat exchanger is designed to be water-tight and gas-tight. The wave tube is the only fire-tube that is laser-welded. The wave tube is the only fire-tube that is laser-welded. The wave tube is the only fire-tube that is laser-welded.

Finally, the CREST™ Boiler is the most efficient boiler. It is the most efficient boiler. It is the most efficient boiler. It is the most efficient boiler.

For more information, visit our website at www.lochival.com or call us at 1-800-368-5112.



CREST BOILER EFFICIENCY





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

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

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

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

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

Sincerely,

Bob Miller

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

PROJECT PROPOSAL

Proposal Date
August 13, 2014

Proposal Number
8009

BY:

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

Hereinafter National HVAC

FOR:

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

hereinafter CUSTOMER

AND

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

Same As Above

0

0

NATIONAL HVAC WILL PROVIDE THE FOLLOWING:

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

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

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

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

NATIONAL HVAC SERVICE

Springdale Public Library

Dennis Newman

Signature (Authorized Representative)

Approved for NATIONAL HVAC SERVICE



Signature

Name(Print/Type)

Title

Date: 8/13/2014

Date:

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2014.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:



Ernest B. Cate, City Attorney



August 19, 2014

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

Engineering Department
Alan Pugh, Director

201 Spring Street
Springdale, AR 72764
(479) 750-8105
(479) 750-8539 fax
www.SpringdaleAR.gov

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

Dear Mr. and Mrs. Vlastuin:

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

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

Sincerely,

Alan Pugh, P. E.
Director, Engineering Department

Enclosures: Appraisal

RECEIVED

AUG 29 2014

BY _____
CITY OF SPRINGDALE

Engineering Department
201 Spring Street
Springdale, AR 72764

Attn: Mr. Alen Pugh

08/25/2014

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

Dear Mr. Pugh;

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

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

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

479-841-3193

Atech1@cox.net

Sincerely;

 8/25/14

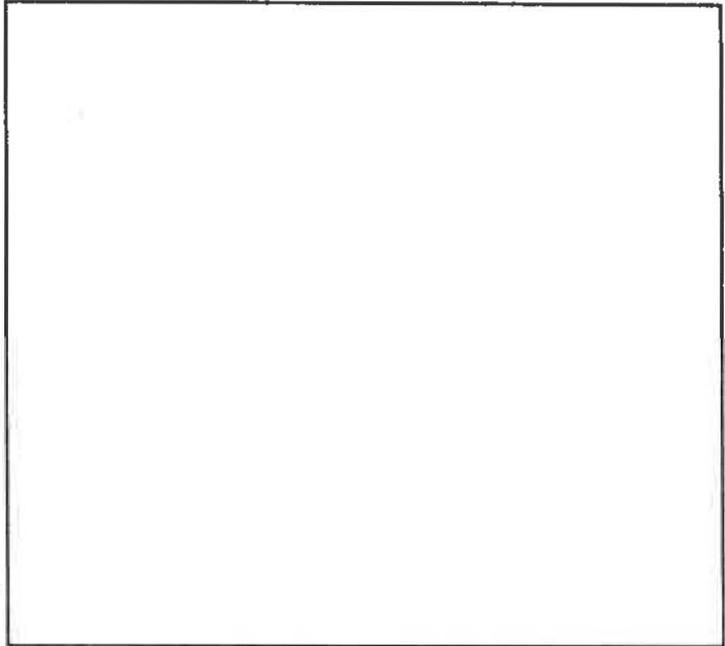

8/25/14

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

ORDINANCE NO. _____

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

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



PROPERTY OWNER: Debra G. Armstrong
LEGAL DESCRIPTION: A part of the West One-Half of the Northeast Quarter of the Northwest Quarter of Section 2, Township 17 North of Range 30 West, described as follows, to-wit: Beginning at a point 429 feet East of the Southwest corner of the said 40 acre tract, running thence North 103 feet, thence West 125 feet, thence South 103 feet, thence East 125 feet to the place of beginning.
LAYMAN'S DESCRIPTION: 620 Geneva St.
Springdale, Arkansas
PARCEL NO.: 815-28856-000

PROPERTY OWNER: Nelson Chavers
LEGAL DESCRIPTION: 74.5 feet taken of equal and uniform width off the North side of Lots Six (6) and Seven (7) in Block Five (5) in Picnic Addition to the City of Springdale, Arkansas.
LAYMAN'S DESCRIPTION: 303 Park St.
Springdale, Arkansas
PARCEL NO.: 815-24894-000

PROPERTY OWNER: The Bank of New York Mellon
LEGAL DESCRIPTION: Lot Numbered One (1) in Block Numbered Two (2), Baldwin Addition to the City of Springdale, Arkansas, as shown upon the plat thereof on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.
LAYMAN'S DESCRIPTION: 306 N. West End St.
Springdale, Arkansas
PARCEL NO.: 815-20389-000

WHEREAS, the owner was given notice, pursuant to Ark. Code Ann. §14-54-903, of the unsightly and unsanitary conditions on the properties described above, and instructed to clean the properties in accordance with Sections 42-77 and 42-78 of the Springdale Code of Ordinances;

WHEREAS, the property owner of record did not abate the situation on these properties, and as a result, the City of Springdale was required to abate the conditions on these properties and incurred cost as follows, and as shown in the attached Exhibits:

\$1,125.44 clean-up costs and \$34.44 administrative costs – 620 Geneva St.
\$331.48 clean-up costs and \$21.48 administrative costs – 303 Park St.
\$1,570.92 clean-up costs and \$21.48 administrative costs – 306 N. West End St.

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

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

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

\$1,159.88, plus 10% for collection – 620 Geneva St. (Parcel #815-28856-000)
\$352.96, plus 10% for collection – 303 Park St. (Parcel #815-24894-000)
\$1,592.40, plus 10% for collection – 306 N. West End St. (Parcel #815-20389-000)

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



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
sparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedrest
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

August 6, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Debra G. Armstrong
3148 W. Anne St.
Fayetteville, AR 72704

M & T Bank
One Fountain Plaza - 7th Floor
P.O. Box 840
Buffalo, NY 14203

Courtney Miller, Attorney at Law
Wilson & Associates, P.L.L.C.
1521 Merrill Dr., Suite D-220
Little Rock, AR 72211

RE: Notice of clean-up lien on property located at 620 Geneva St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
28856-000

Dear Property Owner/Lienholder:

On April 21, 2014, notice was posted on property located at 806 Hinshaw
Dr., Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 6, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about June 16, 2014, July 2, 2014, and July 23, 2014. As of this date, the total
costs incurred by the City of Springdale to clean this property are \$1,125.44. I
have enclosed an invoice evidencing the abatement costs incurred and paid by the
City of Springdale to clean this property. Also, in accordance with Ark. Code
Ann. §14-54-903(c)(4), administrative fees may be added to the total costs

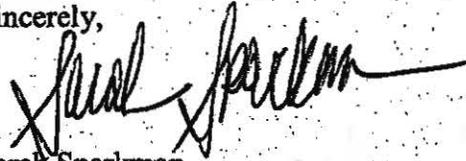
incurred by the City of Springdale, which will include certified mailing fee in the amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the Washington County Circuit Court.

This is to notify you that in the event this amount is not paid to the City of Springdale on or before September 23, 2014, a hearing will be held before the Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the amount of the clean-up lien to which the City is entitled for cleaning up the property. The hearing will be held Tuesday, September 23, 2014, at 6:00 p.m. in the City Council Chambers at the City Administration Building, 201 Spring Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,144.88, which includes \$1,125.44 for cleaning up the property and \$19.44 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 8:17 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Debra G ArmstrongCity Abatement Bill620 Geneva



City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Wednesday, June 18, 2014 8:08:06 AM (CODE ENFORCEMENT 4)

Property Address	620 Geneva
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Debra G Armstrong
Date of Abatement	Monday, June 16, 2014 1:08:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	752 Grasshopper,6031 Service Truck-Landscaping,6041 Service Pick Up Truck
752 Grasshopper	\$55.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$125.00
Total Equipment Cost	\$125.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$414.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, July 03, 2014 8:02 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Debra G ArmstrongCity Abatement Bill620 Geneva



**City of Springdale
Code Enforcement**

206 South Blair Street – Springdale, AR 72764 – Office 479/756-7712

CITY ABATEMENT - Thursday, July 03, 2014 7:59:51 AM (CODE ENFORCEMENT 4)

Property Address	620 Geneva
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Debra G Armstrong
Date of Abatement	Wednesday, July 02, 2014 10:59:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	735 Grasshopper,6031 Service Truck-Landscaping
735 Grasshopper	\$55.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$90.00
Total Equipment Cost	\$90.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$355.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Tuesday, August 05, 2014 4:03 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoad@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Debra G Armstrong City Abatement Bill620 Geneva



**City of Springdale
Code Enforcement**

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Tuesday, August 05, 2014 4:00:48 PM (CODE ENFORCEMENT 4)

Property Address	620 Geneva
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Debra G Armstrong
Date of Abatement	Wednesday, July 23, 2014 1:05:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper,6021 Service Truck-Landscaping
752 Grasshopper	\$55.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$90.00
Total Equipment Cost	\$90.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$355.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>Debra Armstrong</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Debra Armstrong</i> C. Date of Delivery <i>7-10-2013</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
1. Article Addressed to: Debra G. Armstrong 3148 W. Anne St. Fayetteville, AR 72704	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Number (Transfer from service label) 7011 1570 0000 8221 3608	
PS Form 3811, July 2013 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Courtney Miller</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>COURTNEY MILLER</i> C. Date of Delivery <i>8-11-13</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
1. Article Addressed to: Courtney Miller, Attorney at Law Wilson & Associates, P.L.L.C. 1521 Merrill Dr., Suite D-220 Little Rock, AR 72211	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Number (Transfer from service label) 7011 1570 0000 8221 3585	
PS Form 3811, July 2013 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>M&T Bank</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>One Fountain Plaza</i> C. Date of Delivery <i>Buffalo, NY 14203</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
1. Article Addressed to: M & T Bank One Fountain Plaza - 7th Floor P.O. Box 840 Buffalo, NY 14203	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
2. Article Number (Transfer from service label) 7011 1570 0000 8221 3592	
PS Form 3811, July 2013 Domestic Return Receipt	



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

August 7, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Bonnie Nichols
176 County Rd. 1670
Knoxville, AR 72845

RE: Notice of clean-up lien on property located at 303 Park St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
24894-000

Dear Ms. Nichols:

Notice was posted on property located at 303 Park St., Springdale, Arkansas and
mailed to Nelson Chavers at 303 Park St., Springdale, Arkansas, that this property
was in violation of Springdale City Ordinance 42-77, and needed to be remedied
within seven (7) days. We have since learned that Mr. Chavers is deceased and
that you may have an interest in the property at 303 Park Street.

No action was taken to clean up the property within seven (7) business days, and
as a result, the City of Springdale took action to remedy the violations on the
property, as is allowed by Ark. Code Ann. §14-54-903, on or about June 20, 2014.
As of this date, the total costs incurred by the City of Springdale to clean this
property are \$331.48. I have enclosed an invoice evidencing the abatement costs
incurred and paid by the City of Springdale to clean this property. Also, in
accordance with Ark. Code Ann. §14-54-903(c)(4), administrative fees may be
added to the total costs incurred by the City of Springdale, which will include
certified mailing fee in the amount of \$6.48 per letter and a filing fee in the
amount of \$15.00 to the Washington County Circuit Court.

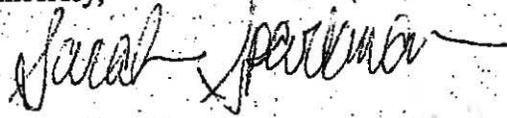
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before September 23, 2014, a hearing will be held before the
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the
amount of the clean-up lien to which the City is entitled for cleaning up the
property. The hearing will be held Tuesday, September 23, 2014, at 6:00 p.m. in
the City Council Chambers at the City Administration Building, 201 Spring

Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$337.88, which includes \$331.48 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Thursday, July 03, 2014 8:39 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Nelson ChaversCity Abatement Bill303 Park St



City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Thursday, July 03, 2014 8:28:08 AM (CODE ENFORCEMENT 1)

Property Address	303 Park St
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Nelson Chavers
Date of Abatement	Friday, June 20, 2014 8:00:00 AM
Officer on Site	Tina Haden
Supervisor on Job	Terry Anderson
Employee	Chris Przyszczykowski, Terry Anderson
TA Benefit Rate	\$21.66
TA Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	720 Tractor with Brush Hog
720 Tractor with Brush Hog	\$90.00
Time of Abatement in Hours	1
Number of Temporary Laborers	0
Temporary Labor Cost	\$0.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$90.00
Total Equipment Cost	\$90.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$331.48
Final Photos	Attached Data

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ms. Bonnie Nichols
 176 County Rd. 1670
 Knoxville, AR 72845

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X *Bonnie Nichols* Addressee

B. Received by (Printed Name) C. Date of Delivery
 Bonnie Nichols 8/9/14

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail® Priority Mail Express™
 Registered Return Receipt for Merchandise
 Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7011 1570 0000 8221 3233



Office Of The City Attorney

201 Spring Street
Springdale, Arkansas 72764
Phone (479) 756-5900
Fax (479) 750-4732
www.springdalear.gov
Writer's Email:
ssparkman@springdalear.gov

Ernest B. Cate
City Attorney

Taylor Samples
Deputy City Attorney

Sarah Sparkman
Deputy City Attorney

David D. Phillips
Deputy City Attorney

Lynda Belvedresi
Case Coordinator/
Victim Advocate

Steve Helms
Investigator

Cindy Horlick
Administrative Legal
Assistant/Paralegal

August 6, 2014

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Bank of New York Mellon
4708 Mercantile Dr.
Fort Worth, TX 76137

RE: Notice of clean-up lien on property located at 306 N. West End St.,
Springdale, Washington County, Arkansas, Tax Parcel No. 815-
20389-000

Dear Property Owner:

On May 6, 2014, notice was posted on property located at 306 N. West End St.,
Springdale, Arkansas, that the property was in violation of Springdale City
Ordinance 42-77, and needed to be remedied within seven (7) days. Notice was
mailed to the owner of record on May 13, 2014, that the City intended to seek a
clean-up lien on this property pursuant to Ark. Code Ann. §14-54-903 if the
violations were not remedied.

No action was taken by the owner to clean up the property within seven (7)
business days. As a result, the City of Springdale took action to remedy the
violations on the property, as is allowed by Ark. Code Ann. §14-54-903, on or
about May 29, 2014, June 16, 2014, June 30, 2014, and July 23, 2014. As of this
date, the total costs incurred by the City of Springdale to clean this property are
\$1,570.92. I have enclosed an invoice evidencing the abatement costs incurred
and paid by the City of Springdale to clean this property. Also, in accordance with
Ark. Code Ann. §14-54-903(c)(4), administrative fees may be added to the total
costs incurred by the City of Springdale, which will include certified mailing fee
in the amount of \$6.48 per letter and a filing fee in the amount of \$15.00 to the
Washington County Circuit Court.

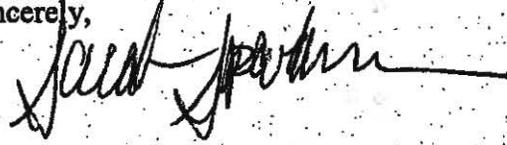
This is to notify you that in the event this amount is not paid to the City of
Springdale on or before September 23, 2014, a hearing will be held before the
Springdale City Council pursuant to Ark. Code Ann. §14-54-903 to determine the
amount of the clean-up lien to which the City is entitled for cleaning up the
property. The hearing will be held Tuesday, September 23, 2014, at 6:00 p.m. in
the City Council Chambers at the City Administration Building, 201 Spring

Street, Springdale, Arkansas. You will be entitled to present evidence at this hearing concerning the amount of the lien the City of Springdale is claiming.

If you desire not to contest this amount, and desire not to have a hearing on the matter, please remit the total sum of \$1,577.32, which includes \$1,570.92 for cleaning up the property and \$6.48 for certified mailings to the City of Springdale by the date listed above. If you fail to pay this amount before the hearing, then an additional \$15.00 will be added for the costs of filing the ordinance with the Circuit Clerk's Office. Please provide me with a copy of any payment you make so that I will be aware of it.

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

Sincerely,



Sarah Sparkman
Deputy City Attorney

enclosures
SS:ch

Cindy Horlick

From: noreply@cometracker.com
Sent: Friday, May 30, 2014 8:13 AM
To: ecate@springdalear.gov; sparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Bank of New York Mellon City Abatement Bill 306 N West End



City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Friday, May 30, 2014 8:10:02 AM (CODE ENFORCEMENT 4)

Property Address	306 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Bank of New York Mellon
Date of Abatement	Thursday, May 29, 2014 2:30:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$389.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, June 18, 2014 7:46 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; ifavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Bank of New York Mellon City Abatement Bill 306 N West End



City of Springdale Code Enforcement

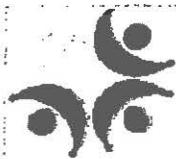
206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Wednesday, June 18, 2014 7:38:58 AM (CODE ENFORCEMENT 4)

Property Address	306 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Bank of New York Mellon
Date of Abatement	Monday, June 16, 2014 7:38:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping, 6041 Service Pick Up Truck
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
6041 Service Pick Up Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	4
Temporary Labor Cost	\$48.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$135.00
Total Equipment Cost	\$135.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$424.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Tuesday, July 01, 2014 2:56 PM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Bank of New York Mellon City Abatement Bill 306 N West End



City of Springdale Code Enforcement

206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712

CITY ABATEMENT - Tuesday, July 01, 2014 2:54:19 PM (CODE ENFORCEMENT 4)

Property Address	306 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Bank of New York Mellon
Date of Abatement	Monday, June 30, 2014 2:54:00 PM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employee	Mike Hicklin
MR Benefit Rate	\$41.48
1 Method of Compliance	Mowing
Equipment	743 Kubota, 6031 Service Truck-Landscaping
743 Kubota	\$65.00
6031 Service Truck-Landscaping	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	5
Temporary Labor Cost	\$60.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$100.00
Total Equipment Cost	\$100.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$401.48
Final Photos	Taken with camera

Cindy Horlick

From: noreply@cometracker.com
Sent: Wednesday, July 23, 2014 7:29 AM
To: ecate@springdalear.gov; ssparkman@springdalear.gov; chorlick@springdalear.gov; mcoffman@springdalear.gov; sgoade@springdalear.gov; lfavorite@springdalear.gov; mwagoner@springdalear.gov
Subject: Bank of New York Mellon City Abatement Bill 306 N West End

 City of Springdale Code Enforcement
206 South Blair Street - Springdale, AR 72764 - Office 479/756-7712
CITY ABATEMENT - Wednesday, July 23, 2014 7:27:23 AM (CODE ENFORCEMENT 4)

Property Address	306 N West End
Type of Abatement	Violation Notice / Lien
Name on the Citation/Violation Notice	Bank of New York Mellon
Date of Abatement	Tuesday, July 22, 2014 9:27:00 AM
Officer on Site	Mike Sidney
Supervisor on Job	Mike Hicklin
Employer	
Employee	Mike Hicklin
MH Benefit Rate	\$41.48
Method of Compliance	
1 Method of Compliance	Mowing
Equipment Used	
Equipment	752 Grasshopper, 6021 Service Truck-Landscaping
752 Grasshopper	\$55.00
6024 4x4 Service Truck	\$35.00
Time of Abatement in Hours	1
Number of Temporary Laborers	2
Temporary Labor Cost	\$24.00
Employee Cost per hour	\$41.48
Total Employee Cost	\$41.48
Equipment Cost per hour	\$90.00
Total Equipment Cost	\$90.00
Mobilization Fee	\$200.00
Landfill Tipping Fee	\$0.00
Total Cost of Abatement	\$355.48
Final Photos	Taken with camera

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>The Bank of New York Mellon 4706 Mercantile Dr. Fort Worth, TX 76137</p>	<p>B. Received by (Printed Name) B. Stober</p>	<p>C. Date of Delivery AUG 15 2014</p>
	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No</p>	
	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>7011 1570 0000 8221 3578</p>	
<p>PS Form 3811, July 2013 Domestic Return Receipt</p>		